LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, SEPTEMBER 8, 2025

REGULAR MEETING – 7:00 PM

LIBRARY SUMMER LEARNING AWARDS 6:00 PM

CLOSED SESSION 6:45 PM

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

CIVIC CENTER MEETING HALL
CITY COUNCIL CHAMBER
1016 S. LIVERMORE AVENUE

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

TV29:
Comcast TV Channel 29
tv29live.org

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

SUMMER LEARNING AWARDS - 6:00 PM

1. CLOSED SESSION - 6:45 PM

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

1.1 Conference with Legal Counsel - Existing Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(1) to discuss litigation that has been formally initiated. (one case)

Alameda County Taxpayers' Association Inc, et al. v. Livermore, Alameda County Superior Court Case No. 23CV047436

1.2 Conference with Real Property Negotiator. To meet with Paul Spence, Assistant City Manager and Brent Smith, Community Development Director, the City's negotiators pursuant to Government Code section 54956.8, regarding the sale and purchase of a portion of real property at Assessor's Parcel No. 99-950-8-2. The City's negotiators may negotiate with Mat Fuzie, General Manager, on behalf of Livermore Area Recreation and Park District. The instructions will concern price and terms of payment.

2. CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring September 2025 as Emergency Preparedness Month, presented to Herbert Cole, City of Livermore Emergency Manager

Recommendation:
Staff recommends City Council declare September 2025 as Emergency Preparedness Month.

Staff Report
Attachments:
1. Proclamation

3.2 Proclamation declaring September 2025 as Library Card Sign-up Month, presented to Nathan Brumley, Assistant Library Services Director

Recommendation:
Staff recommends City Council declare September 2025 as Library Card Sign-up Month.

Staff Report
Attachments:
1. Proclamation

3.3 Proclamation declaring September 15-21, 2025, as Pollution Prevention Week presented to Braden Christensen, Water Resource Source Control Inspector.

Recommendation:
Staff recommends City Council declare September 15-21, 2025, as Pollution Prevention Week in the City of Livermore.

Staff Report
Attachments:
1. Proclamation

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.
- To provide public comment in person, please submit a speaker card. When your name is called, walk to the lectern to address City Council.
- Comments are limited to a maximum of 3 minutes per person, per item. The Mayor may reduce the amount of time based on the number of persons wishing to speak.
- Open Forum will conclude after 30 minutes; however, if there are additional speakers, Open Forum will reconvene before the meeting adjourns.

5.1 Public comment received prior to agenda publication.

Recommendation:
Staff recommends the City Council receive the public comment.

Staff Report
Attachments:
1. 2025-09-08 Open Forum Public Comment

6. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action. Members of the audience wishing to provide public input must submit a speaker card found at the entrance of the Council Chambers. A speaker is limited to a single comment with a maximum of three minutes for the entire Consent Calendar. If Consent Calendar items are pulled for discussion by the City Council, a speaker will be allowed one comment per item on the items pulled for discussion and a separate comment for the remaining Consent Calendar.

6.1 Acknowledgement of draft minutes - February 1, 2021 Special Meeting.

Recommendation:
Staff recommends the City Council acknowledge the draft minutes. There are no members of the City Council eligible to approve the minutes from February 1, 2021. Per City Council Rules of Procedure, the City Clerk will attest to the minutes.

Staff Report
Attachments:
1. 2021-02-01 Special Meeting Minutes

6.2 Approval of draft minutes - July 28, 2025 Special Closed Session Meeting, July 28, 2025 Special Workshop Meeting, July 28, 2025 Regular Meeting, August 4, 2025 Special Closed Session Meeting, and August 11, 2025 Special Closed Session Meeting.

Recommendation:
Staff recommends the City Council approve the draft minutes.

Staff Report
Attachments:
1. DRAFT 2025-07-28 Special Closed Session
2. DRAFT 2025-07-28 Special Workshop
3. DRAFT 2025-07-28 Regular
4. DRAFT 2025-08-04 Special Closed Session
5. DRAFT 2025-08-11 Special Closed Session

6.3 Adoption of an ordinance amending Development Agreement (DA) 18-001 revising the terms and timing of the off-site improvements including a public trail and public sewer line. The Development Agreement vests a previously approved project for 186 two- and three-story townhomes on a vacant 35-acre site located at the terminus of Lassen Road northwest of the First Street/I-580 Interchange and north of I-580.

Recommendation:
Planning Commission and staff recommend the City Council **adopt an ordinance** amending Development Agreement (DA) 18-001.

Staff Report
Attachments:
1. Ordinance
2. Exhibit A - Planning Commission Project Resolution
3. Exhibit B - Draft - Development Agreement Amendment

6.4 Introduce an ordinance amending and revising the Building Code, Property Maintenance Code, Fire Code, Electrical Code, Mechanical Code, Plumbing Code, Residential Code, Swimming Pool and Spa Code, Wildland Urban Interface Code, and the Green Building Standards Codes in the City's Municipal Code, to adopt by reference and amend the 2025 California Building Standards Code and the codes set forth therein. No amendments are proposed to the California Residential Code or other codes currently governing residential

structures. All provisions related to residential construction remain substantially similar to current regulations, with only editorial revisions that do not affect regulatory requirements.

Recommendation:
Staff recommends the City Council **introduce an ordinance**, and waive the first reading, with an effective date of January 1, 2026:

1. Revising and amending Chapter 15.02 (Building Code), 15.04 (Property Maintenance Code), 15.06 (Fire Code), 15.08 (Electrical Code), 15.10 (Mechanical Code), 15.12 (Plumbing Code), 15.14 (Residential Code), 15.26 (Green Building Standards Code), 15.92 (Swimming Pool and Spa Code), and 15.94 (Wildland Urban Interface Code) in the Livermore Municipal Code.
2. Adopting new Chapters 15.02 (Building Code), 15.06 (Fire Code), 15.08 (Electrical Code), 15.10 (Mechanical Code), 15.14 (Residential Code), 15.26 (Green Building Standards Code), and 15.94 (Wildland Urban Interface Code) of the Livermore Municipal Code by adopting and amending the 2025 Editions of the California Building, Fire, Electrical, Mechanical, Plumbing, Residential, Wildland Urban Interface, and Green Building Standards Codes.
3. Adopting new Chapter 15.04 (Property Maintenance Code) and 15.92 (Swimming Pool and Spa Code), of the Livermore Municipal Code by adopting and amending the 2024 edition of the International Property Maintenance Code and the 2024 edition of the International Swimming Pool and Spa Code.
4. Find that all codes adopted herein related to residential structures are “substantially similar” to the one currently in place and the Residential Code will not be amended before June 2031 in compliance with AB 130 and AB 306.

Staff Report
Attachments:
1. Ordinance
2. Exhibit A - Chapter 15.02, Building Code
3. Exhibit B - Chapter 15.04, Property Maintenance Code
4. Exhibit C - Chapter 15.06, Fire Code
5. Exhibit D - Chapter 15.08, Electrical Code
6. Exhibit E - Chapter 15.10, Mechanical Code
7. Exhibit F - Chapter 15.12, Plumbing Code
8. Exhibit G - Chapter 15.14, Residential Code
9. Exhibit H - Chapter 15.26, Green Building Standards Code
10. Exhibit I - Chapter 15.92, Swimming pool and Spa Code
11. Exhibit J - Chapter 15.94, Wildland-Urban Interface Code
12. Exhibit K - Notable Amendments to Building Standards Code

6.5 Introduce an ordinance amending Title 3, Chapter 3.45 Social Opportunity Endowment Fund (SOE) sections 3.45.020 *Purpose of the Fund* and 3.45.040 *Administration and Organization of Fund* in the Livermore Municipal Code.

Recommendation:
Staff recommends the City Council **introduce an ordinance**, and waive the first reading, amending Title 3, Chapter 3.45 Social Opportunity Endowment Fund sections 3.45.020 *Purpose of the Fund* and 3.45.040 *Administration and Organization of Fund* in the Livermore

Municipal Code.

Staff Report
Attachments:
1. Ordinance
2. Exhibit A - Chapter 3.45 Social Opportunity Endowment Fund

6.6 Resolution ratifying the execution of a fourth amendment to the agreement with Consolidated Engineering Laboratories for construction inspection, special inspections, and material testing services for the Livermore Village Parking Garage Project DR586003 to increase the not-to-exceed amount by $100,000 from $624,00 to $724,000 and extend the termination date to June 30, 2026.

Recommendation:
Staff recommends City Council adopt a resolution ratifying the execution of a fourth amendment to the agreement with Consolidated Engineering Laboratories for construction inspection, special inspections, and material testing services for the Livermore Village Parking Garage Project DR586003 to increase the not-to-exceed amount by $100,000 from $624,00 to $724,000 and extend the termination date to June 30, 2026.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Fourth Amendment

6.7 Resolution authorizing execution of agreements with Swaim Biological, Inc., in an amount not-to-exceed $800,000 and with WRA, Inc. in an amount not-to-exceed $500,000 to provide on-call engineering environmental support services with terms ending December 31, 2028.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute agreements with Swaim Biological, Inc. in an amount not-to-exceed $800,000 and with WRA, Inc. in an amount not-to-exceed $500,000 to provide on-call engineering environmental support services with terms ending December 31, 2028.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Swaim Biological Inc. Agreement
3. Exhibit B - WRA Inc. Agreement

6.8 Resolution authorizing the City Manager to execute a Memorandum of Agreement with the East Bay Regional Park District for the interim and long-term land management and monitoring of the 211-acre Doolan Canyon Conservation Easement Project that provides wildlife habitat mitigation for the El Charro Specific Plan Development, Isabel Interchange Project, and the Livermore Toyota Dealership Development Project.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a Memorandum of Agreement with the East Bay Regional Park District for the interim and long-term land management and monitoring of 211-acre Doolan Canyon Conservation Easement Project.

Staff Report
Attachments:
1. Project Location
2. Conservation Easement Boundary
3. Filed Record of Survey RS3815
4. Resolution
5. Exhibit A - EBRPD MOA Doolan Canyon

6.9 Resolutions accepting the Altamont Landfill Open Space Committee's recommendation to expend funds consistent with the terms of the Altamont Landfill Settlement Agreement. The expenditure of funds is not a project under the California Environmental Quality Act (CEQA) Guidelines section 15378.

Recommendation:
Staff recommends the City Council adopt separate resolutions confirming the Altamont Landfill Open Space Committee's recommendation to authorize the following grant requests from the Altamont Landfill Settlement Agreement Open Space Account consistent with the Settlement Agreement:

1. UC Davis Road Ecology Center for $246,803 to research and develop a Payment for Ecosystem Services (PES) method and web-tool
2. California Rangeland Trust (CRT) for $790,468 to acquire a 160-acre conservation easement on the Sweet Ridge Ranch property
3. Tri-Valley Conservancy for $25,000 to conduct a conservation values study in unincorporated Alameda County bound by Greenville Road to the west, I-580 to the north, and the South Bay Aqueduct to the south and east
4. Tri-Valley Conservancy (TVC) for $500,000 to acquire in fee title of the 32-acre "Altamont Hills" Property (APN 99-5680-4)

Staff Report
Attachments:
1. Resolution - Concurrence of Funds UCD
2. Exhibit A - UCD Grant Application
3. Resolution - Concurrence of Funds CRT
4. Exhibit A - CRT Grant Application
5. Resolution - Concurrence of Funds TVC
6. Exhibit A - TVC Grant Application
7. Resolution - Concurrence of Funds TVC Altamont Hills
8. Exhibit A - TVC Grant Application Altamont Hills

6.10 Resolution determining Tract 8659, Isabel Crossings, located south of Portola Avenue and west of Isabel Avenue, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

Recommendation:
Staff recommends the City Council adopt a resolution determining Tract 8659, Isabel Crossings, located south of Portola Avenue and west of Isabel Avenue, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) and directing the City Clerk to record the Notice of Annexation.

Staff Report
Attachments:
1. CFD 2023-1 Tax Zone Map
2. Resolution
3. Exhibit A - Unanimous Approval

6.11 Resolution determining that Parcel Map 11219, SMP 40, located south of Atlantis Street and Challenger Street is annexed to the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services).

Recommendation:
Staff recommends the City Council adopt a resolution determining that Parcel Map 11219, SMP 40, located south of Atlantis Street and Challenger Street is annexed to the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services) and directing the City Clerk to record the Notice of Annexation.

Staff Report
Attachments:
1. CFD 2021-1 Tax Zone Map
2. Resolution
3. Exhibit A - Unanimous Approval

6.12 Resolution adding the Arroyo Vista Base Repairs Project SM202629 to the 2025-2030 Capital Improvement Plan and authorizing allocations of $400,000 of County Measure BB - Local Streets & Roads (Fund 552) in Fiscal Year 2025-26.

Recommendation:
Staff recommends the City Council adopt a resolution adding the Arroyo Vista Base Repairs Project SM202629 to the 2025-30 Capital Improvement Plan and allocating $400,000 of County Measure BB - Local Streets & Roads (Fund 552) to the FY 2025-26 budget of the Arroyo Vista Base Repairs Project SM202629.

Staff Report
Attachments:
1. Vicinity Map
2. CIP Book Page
3. Resolution

6.13 Resolution authorizing an agreement between City of Livermore and The Alliance for Community Wellness dba La Familia to allocate $350,000 in Opioid Settlement Funds for predevelopment costs of a substance use disorder treatment facility located at 16459 Tesla

Road in the unincorporated county.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager, or her designee, to execute an agreement between the City of Livermore and The Alliance for Community Wellness dba La Familia to allocate $350,000 in Opioid Settlement Funds for predevelopment costs of a substance use disorder treatment facility located in the unincorporated county area at 16459 Tesla Road.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Agreement

6.14 Resolution authorizing execution of an agreement with Blair, Church & Flynn Consulting Engineers, in an amount not-to-exceed $289,400 and a term ending December 31, 2029, to provide design and construction support services for the City Fleet Electrification, Phase 2 Project BL202514.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Blair, Church & Flynn Consulting Engineers (BCF), in an amount not-to-exceed $289,400 and a term ending December 31, 2029, to provide design and construction support services for the City Fleet Electrification, Phase 2 Project BL202514.

Staff Report
Attachments:
1. Location Map
2. Resolution
3. Exhibit A - Agreement

6.15 Resolution authorizing execution of a purchase order with 72 Hour LLC dba National Auto Fleet Group for four replacement Ford Super Duty F250 XL 2WD Super Cab Trucks with Scelzi bodies in an amount not-to-exceed $368,191.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing issuance of a purchase order to 72 Hour LLC dba National Auto Fleet Group in Watsonville, California for the purchase of four replacement Ford Super Duty F250 XL 2WD Super Cab Trucks under Sourcewell contact #091521-NAF for a not-to-exceed amount of $368,191.

Staff Report
Attachments:
1. National Auto Fleet Group Sourcewell Contract
2. National Auto Fleet Group Quote
3. Resolution

6.16 Resolution approving City Council Policy on City Officials' Use of Electronic Communications

and Social Media.

Recommendation:
Staff recommends the City Council adopt a resolution approving the City Council Policy on City Officials' Use of Electronic Communications and Social Media.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Electronic Communications and Social Media Policy

6.17 Resolution appointing an Acting City Attorney.

Recommendation:
The City Attorney's Office recommends the City Council adopt a resolution:
1. Appointing Senior Assistant Attorney Tara Mazzanti as Acting City Attorney, effective August 23, 2025 and continuing until the City Attorney takes office or the City Council rescinds the appointment.
2. Approving a temporary salary increase equal to five percent (5%) of Ms. Mazzanti's current salary, which is to be in effect during her service as Acting City Attorney.

Staff Report
Attachments:
1. Resolution

7. PUBLIC HEARINGS

7.1 Hearing to consider a request to approve development of a new, approximately 225,500 square-foot light industrial building and research and development facility on an approximately 14-acre vacant parcel along West Jack London Boulevard west of the Oaks Business Park and an economic incentive package. The facility would test and demonstrate commercially viable clean energy through fusion power.

Recommendation:
The Planning Commission and staff recommend the City Council:
1. Adopt a resolution finding that the project is exempt under the California Environmental Quality Act section 21080.69, as amended by Senate Bill 131, a project that consists exclusively of a facility for advanced manufacturing and certify/adopt an Addendum to the SMP 39/SMP 40 Environmental Impact Report, in accordance with the California Environmental Quality Act;
2. **Introduce an ordinance**, and waive the first reading of Planned Development Industrial Zoning Amendment (PD-I) 25-002 and direct staff not to proceed with a second reading or adoption of the ordinance if Pacific Fusion opts not to locate in Livermore, thereby invalidating the project approvals established by resolution;
3. Adopt a resolution approving Vesting Tentative Tract Map Amendment (VTTM) 8656/Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, and Conditional Use Permit (CUP) 25-002; and
4. Direct the Planning Manager to file a Notice of Exemption and Notice of Determination,

in accordance with the provisions of the California Environmental Quality Act, subject to project approval.

Staff recommends the City Council:

1. Adopt a resolution authorizing economic incentive package terms for Pacific Fusion and directing staff to proceed with negotiating an economic incentive agreement and to prepare related documents for subsequent Council action.

Staff Report
Attachments:
1. Planning Commission Staff Report
2. Planning Commission Meeting Minutes
3. Annexation Exhibit
4. Location Map
5. Development Plans
6. ALUC Staff Determination
7. Resolution - Environmental Exemption
8. Exhibit A - Planning Commission Resolution - Environmental
9. Resolution - Environmental Addendum
10. Exhibit A - Planning Commission Resolution - Environmental
11. Exhibit B - Pacific Fusion Addendum
12. Ordinance
13. Exhibit A - Planning Commission Resolution - Project
14. Exhibit B - Planned Development Amendment
15. Resolution - Project
16. Exhibit A - Planning Commission Resolution - Project
17. Exhibit B - Conditions of Approval
18. Resolution - Economic Incentive Package

8. MATTERS FOR CONSIDERATION

8.1 Designation of voting delegate and alternates for the 2025 League of California Cities General Assembly.

Recommendation:
Staff recommends the City Council appoint one voting delegate and up to two alternates to represent the City of Livermore at the 2025 League of California Cities General Assembly.

Staff Report
Attachments:
1. 2025 Cal Cities Voting Delegate Information Packet

8.2 Resolution appointing and approving an employment contract with a new City Attorney

Recommendation:
The City Attorney Selection Committee recommends the City Council adopt a resolution appointing Kimberly D. Cilley as City Attorney and approving the employment contract.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - City Attorney Contract

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

10. ADJOURNMENT

To a Special City Council meeting on September 29, 2025 at 5:00 pm and a Regular City Council meeting on Monday, October 13, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

11. SUPPLEMENTAL MATERIALS

Supplemental Materials received prior to the meeting.

11.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

12. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

You can participate in the meeting in a number of ways:

Open Forum is an opportunity for the public to speak regarding items not listed on the agenda. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of that item. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

Public Hearings - The topic of the hearing is typically summarized by staff, followed by a presentation by the applicant, and questions from the City Council. The Mayor will then open the hearing to the public and offer an opportunity for public comments. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of the presentation of the item.

Other Agenda Items are also open for public input including Advisory Body Appointments, Consent Calendar, or Matters for Consideration items. These comments are also subject to the 3-minute limit. Public comment is not accepted on Proclamations and Presentations.

Special Meetings, Workshops - The public will have the opportunity to address the City Council regarding the item that is the subject of the special meeting or workshop. Public comments are limited to a maximum of 3 minutes per person.

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

Email Comments may be submitted by the public to the City Clerk's Office (cityclerk@LivermoreCA.gov). Items received no later than 12:00 pm on the day of the meeting will be provided to the City Council and available on the City website prior to the meeting. These items will NOT be read into the record.

eComments may be submitted by the public using the eComment link here. Comments may be up to 1000 characters in length and will be accepted up until 4:00 pm the day of the meeting. These items will NOT be read into the record and are viewable by the City Council and the public upon submittal.

Submission of Comments During the Meeting:

Speakers are limited to a maximum of 3 minutes per person. To submit a comment you must complete a speaker card for each item. Speaker cards are available in the Civic Center Meeting Hall lobby. Indicate on the card the item number you wish to comment on and submit the card directly to the City Clerk prior to the start of the item. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

The City will be using YouTube and TV29 as two tools to provide the public access to view City Council meetings. No public comment will be accepted via YouTube.

TV29: tv29live.org Comcast Cable 29

YouTube: http://youtube.com/c/CityofLivermoreCalifornia

If you would like to deliver written materials to the City Council as part of your public comment, please provide 8 copies to the City Clerk with your speaker card.

The **City Council Agenda and Agenda Reports** are prepared by City staff and are available for public review on Tuesday evening, six days prior to the City Council meeting in the Civic Center Library, 1188 South Livermore Avenue, Livermore, and at the City Clerk's Office, 1052 South Livermore Avenue, Livermore. The Agenda is also available on the City's website, http://LivermoreCA.gov/agenda.

Under Government Code §54957.5, any **supplemental material** distributed to the members of the City Council after the posting of this agenda will be available for public review in the City Clerk's Office, 1052 South Livermore Avenue, Livermore, and included in the agenda packet available on the City's web site at http://LivermoreCA.gov/agenda.

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (CODIFIED AT 42 UNITED STATES CODE SECTION 12101 AND 28 CODE OF FEDERAL REGULATIONS PART 35), AND SECTION 504 OF THE REHABILITATION ACT OF 1973, THE CITY OF LIVERMORE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION,

NATIONAL ORIGIN, ANCESTRY, SEX, DISABILITY, AGE OR SEXUAL ORIENTATION IN THE PROVISION OF ANY SERVICES, PROGRAMS, OR ACTIVITIES. TO ARRANGE AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING, PLEASE CONTACT THE ADA COORDINATOR AT ADACOORDINATOR@LIVERMORECA.GOV OR CALL (925) 960-4170 (VOICE) OR (925) 960- 4104 (TDD) AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.1**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Proclamation declaring September 2025 as Emergency Preparedness Month, presented to Herbert Cole, City of Livermore Emergency Manager

RECOMMENDED ACTION

Staff recommends City Council declare September 2025 as Emergency Preparedness Month.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Herbert Cole
Management Analyst

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Proclaiming

EMERGENCY PREPAREDNESS MONTH

September 2025

***WHEREAS**, September is recognized nationally as Emergency Preparedness Month, a time to empower residents to act and build a more resilient community by preparing homes and businesses for any type of emergency, including natural, technological, and man-made; and*

***WHEREAS**, disasters can strike unexpectedly, which means planning is crucial to ensuring the safety and well-being of families, businesses, and neighborhoods; and*

***WHEREAS**, the City of Livermore is committed to inclusive emergency preparedness and providing residents with access to the resources and information needed to help mitigate against, prepare for, respond to, and recover from disasters; and*

***WHEREAS**, through its Emergency Management Office, the City of Livermore partners with federal, state, county, local, private, nonprofit, and community organizations to educate Livermore residents about local hazards, natural disasters, and how to prepare for them; and*

***WHEREAS**, by continuing to work together with community members, the City can improve survival rates and recovery efforts after a disaster.*

***NOW, THEREFORE**, the City Council of the City of Livermore proclaims September 2025 to be Emergency Preparedness Month in the City of Livermore and encourages community members to prepare for emergencies before they occur by visiting Ready.gov, the City of Livermore Emergency Management website, and by becoming a City of Livermore Disaster Volunteer.*

Mayor John Marchand

Vice Mayor Evan Branning

Council Member Ben Barrientos

Council Member Steven Dunbar

Council Member Kristie Wang

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.2**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Anwan Baker, Library Director

SUBJECT: Proclamation declaring September 2025 as Library Card Sign-up Month, presented to Nathan Brumley, Assistant Library Services Director

RECOMMENDED ACTION

Staff recommends City Council declare September 2025 as Library Card Sign-up Month.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Nathan Brumley
Assistant Library Services Director

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Proclaiming

LIBRARY CARD SIGN-UP MONTH

September 2025

***WHEREAS**, libraries serve as cornerstones of education, imagination, and opportunity, providing everything from early literacy programs to digital tools that support lifelong learning and personal growth; and*

***WHEREAS**, these vital institutions welcome all people, serving as inclusive and accessible community hubs that bridge cultures, generations, and experiences; and*

***WHEREAS**, through thoughtfully curated collections and programming, libraries reflect the rich diversity of the communities they serve and ensure equitable access to information, technology, and cultural resources; and*

***WHEREAS**, libraries fuel local economies by empowering job seekers, entrepreneurs, students, and creators with tools, support, and connections that lead to success; and*

***WHEREAS**, library resources help households save money, reduce waste, and make sustainable choices for the future through the power of shared public good.*

***NOW, THEREFORE**, the City Council of the City of Livermore proclaims September 2025 to be Library Card Sign-up Month in the City of Livermore and encourages all residents to sign up for a library card to experience the endless possibilities it offers, from books and technology to lifelong learning and imagination.*

Mayor John Marchand

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Vice Mayor Evan Branning

Council Member Ben Barrientos

Council Member Steven Dunbar

Council Member Kristie Wang

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.3**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Proclamation declaring September 15-21, 2025, as Pollution Prevention Week presented to Braden Christensen, Water Resource Source Control Inspector.

RECOMMENDED ACTION

Staff recommends City Council declare September 15-21, 2025, as Pollution Prevention Week in the City of Livermore.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Kathy Hughes
Administrative Assistant

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Proclaiming

POLLUTION PREVENTION WEEK

September 15 - 21, 2025

***WHEREAS**, the City of Livermore takes great pride in protecting and maintaining its landscapes, watersheds and natural resources; and*

***WHEREAS**, pollution in the form of trash and debris, chemicals from industry and everyday living, and sediment from construction and some land uses have the potential to degrade the quality of life and the quality of resources within Livermore's watersheds; and*

***WHEREAS**, the City of Livermore Water Resources Division supports programs to reduce pollution, increase the environmental quality of our watersheds, and provide our community with the knowledge to be effective environmental stewards; and*

***WHEREAS**, "40 years of Pollution Prevention: Honoring the Past, Protecting the Future!" is 2025's Pollution Prevention Week theme; and*

***WHEREAS**, the third week of September is nationally recognized as Pollution Prevention Week and is an opportunity for the City of Livermore to join forces with businesses, industry, environmental groups, community organizations, and residents to ensure a prosperous and sustainable future.*

***NOW, THEREFORE**, the City Council of the City of Livermore proclaims the week of September 15 - 21, 2025 as Pollution Prevention Week, and urges all community members and businesses to reduce, reuse, and recycle; only let rain flow down storm drains; prevent sewer overflows by not putting fats, oils, grease or flushing disposable wipes down drains; and pick up litter in our community.*

Mayor John Marchand

Vice Mayor Evan Branning

Council Member Ben Barrientos

Council Member Steven Dunbar

Council Member Kristie Wang

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.1**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Public comment received prior to agenda publication.

RECOMMENDED ACTION

Staff recommends the City Council receive the public comment.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

1. 2025-09-08 Open Forum Public Comment

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

From: Cody Moreno
To: City Clerk
Subject: Skate park
Date: Monday, August 25, 2025 11:57:55 AM

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Please don’t build the disc golf course. The skate park would be a much better addition
Sent from my iPhone

From: abbey ramirez
To: City Clerk
Subject: Original Plans for New Livermore Skatepark
Date: Monday, August 25, 2025 11:53:44 AM

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Greetings,

I am reaching out to express both interest and concern regarding the proposed plans to redevelop the old duck pond area into a new recreation zone. From my understanding as a longtime local skateboarder, the original vision for this space was to construct a second skatepark within town. However, that idea now appears to have been set aside and replaced with the new concept of a playground and open lawn area, according to the images and plans that have been made available on the city's website and the documents attached here.

While I fully recognize and appreciate the city's commitment to developing inclusive recreational spaces for the community, I strongly advocate for reconsidering the original idea of building a second skatepark. There are many reasons why I feel this would be a more valuable, forward-thinking, and inclusive use of the space. A second skatepark would not only address the limitations of the current Sunken Gardens Skatepark, but it would also meet a growing and diverse need within our community. I would like to outline some of the most pressing points below.

1. The challenges of the current skatepark's location.

The Sunken Gardens Skatepark has been a centerpiece for local skaters, scooter riders, bikers, and roller skaters since its opening. However, its location poses a significant challenge. A large retirement community is currently being developed nearby, and many community members have already voiced concern that the sounds and activity from the skatepark—such as scooters, roller skaters, bikers, skateboards, music, group gatherings, and birthday parties—could become an ongoing source of conflict with the residents of this retirement home. It is not hard to imagine a scenario in which complaints about noise or "park culture" build over

time and eventually pressure city officials to restrict or even close the park.

If that were to happen, a major outlet for youth and adults alike in our town would be jeopardized. By creating a second skatepark in another part of town, the city could ensure that residents have multiple spaces to enjoy this activity. Having two parks would provide the option to relocate to a different site during the retirement home's quiet hours or in times when conflicts arise, without having to give up skating altogether. It is a proactive and preventative solution that could ease tensions before they even begin. Rather than pitting two groups—youthful recreational users and retirees—against each other, a second skatepark would create balance and preserve harmony.

2. The growing demand and inclusivity of skate-based recreation.

Over the last five years, activities like skateboarding, scootering, biking, and roller skating have all seen a surge in popularity nationwide. According to GoSkate.com, a global skateboarding network established in 1996, participation in these sports is on the rise and has become increasingly diverse in terms of age, gender, race, and skill level. This resurgence is not a fleeting trend, but part of a cultural shift in how people, especially youth and young adults, choose to spend their time outdoors.

Skating is far more than a physical activity. It is also a creative and artistic outlet, a social connector, and a healthy alternative to less constructive pursuits. Skaters often form tight-knit communities, mentoring one another, sharing techniques, and encouraging creativity. Unlike some sports that require expensive equipment or organized teams, skateboarding and related activities are accessible to almost anyone with a board or a pair of skates. A second skatepark would not only meet the growing demand but also reflect the city's commitment to equity, creativity, and outdoor engagement for all its residents.

Moreover, having multiple skateparks encourages safe participation. When too many people crowd into a single park, especially one of limited size, it increases the risk of accidents and makes the environment less welcoming

for beginners. A second facility would allow for a more balanced distribution of users, making both spaces safer and more enjoyable for everyone.

3. The long-term value of investing in diverse recreational infrastructure.

Playgrounds and open lawns are undeniably valuable features in any town. However, they already exist in abundance across our parks system. Skateparks, by contrast, remain relatively scarce, and yet they serve a wide range of age groups and skill levels that traditional playgrounds often do not reach. By choosing to invest in another skatepark, the city would be signaling its dedication to meeting the needs of an underserved and growing community of active residents.

Additionally, skateparks are known to attract visitors from neighboring towns, which has the potential to support local businesses. Families, friends, and enthusiasts often travel to skateparks, and by positioning our city as a hub for such recreation, we can foster positive community engagement and economic activity.

For these reasons, I respectfully request greater clarity on why the original skatepark concept has not been carried forward and whether there is still an opportunity to revisit that idea. I recognize that planning decisions involve balancing many voices and priorities, but I believe that a second skatepark offers unique, lasting, and inclusive benefits that cannot be matched by a traditional playground or open lawn space alone.

I hope that city leadership will consider the perspectives of the skateboarding, scootering, biking, and roller skating communities, all of whom would greatly benefit from an additional park. I also believe this decision is about more than skating—it is about ensuring that all members of our community have access to safe, creative, and sustainable recreational outlets.

Thank you for your time and consideration of this matter. I would appreciate the chance to hear more about the reasoning behind the change in plans and to engage in further discussion about the possibility of bringing a second skatepark back to the table.

Best,
Abbey Ramírez

From: Nick Para
To: City Clerk
Subject: Livermore skatepark
Date: Monday, August 25, 2025 11:32:11 AM

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello
I've been skating in Livermore since before I can remember and there's always been talk of a new park or a pump track but never seen any actual action.
this new park is an excellent way to deliver on that. Please make a skatepark at the new park

From: James Hafner
To: City Clerk
Subject: Concerns and Alternatives for Springtown $9.6 million Project
Date: Monday, August 25, 2025 10:45:02 AM

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Livermore City Council,

While I support enhancing community spaces, this level of spending appears excessive, especially when vital priorities such as public safety, infrastructure maintenance, housing, and youth programs also require resources. If the project does move forward, I strongly encourage the Council to consider integrating broader recreational amenities, such as the long awaited **SPRINGTOWN SKATE PARK**. By leveraging shared infrastructure—parking, restrooms, lighting, landscaping—this addition could maximize value, attract a wider range of residents, and ensure youth in underserved neighborhoods have a place to gather constructively. Rather than duplicating amenities across separate projects, Livermore could use this opportunity to make Springtown a true recreational hub for all ages. This approach would demonstrate fiscal responsibility while strengthening community equity and long-term benefit.

Respectfully,

James Hafner

From: Hayley
To: City Clerk
Subject: Park in Springtown!
Date: Sunday, August 24, 2025 11:49:36 PM

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello, I am reaching out in regards to plans for the Springtown Community Park. I am excited that there will be new development! I know there are many opinions about what to include, and I respect that there is a lot to consider. I would like to bring up points as to why I think it would be beneficial to include a skatepark.

To start, skating is a great outdoor activity that allows participants from all economic backgrounds to get outside. It often promotes a safe community space! Parks and playgrounds are nearby, which is great for younger kids, but I see youth that ride bikes and practice skating out in the streets/in nearby parking lots. They are from neighborhoods nearby and would benefit from a designated space close to home that is not in traffic.

There is a skate park in Livermore but with the retirement homes being developed right next to it, I feel space for skating in the Springtown Community Park would be a good way to leave space for all!

Thanks for your consideration,

Hayley

From: Matthew Waller
To: City Clerk
Subject: Public Comment - Livermore Skatepark Community Needs Real Investment
Date: Sunday, August 24, 2025 8:12:57 PM

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

The Livermore skate community keeps getting overlooked. Years ago, the City talked about adding a pump track to Sunken Gardens, yet it's been years with no progress — and honestly, no one in the skate community ever asked for that. What we have consistently asked for is a better skatepark facility.

Now, the duck pond site plans leave skateboarding out completely, even though a skatepark was previously discussed for that space. Meanwhile, a retirement home is being built next to the existing skatepark, which will only bring more complaints. A new skatepark at this site would solve that problem and provide a safe, positive outlet for local youth and adults.

It's time Livermore invested in what its community actually needs: a modern skatepark included in this springtown project not overlook us.

Sent from my iPhone

LIVERMORE
CALIFORNIA

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

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Acknowledgement of draft minutes - February 1, 2021 Special Meeting.

RECOMMENDED ACTION

Staff recommends the City Council acknowledge the draft minutes. There are no members of the City Council eligible to approve the minutes from February 1, 2021. Per City Council Rules of Procedure, the City Clerk will attest to the minutes.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

1. 2021-02-01 Special Meeting Minutes

Prepared by: Debbie Elam
City Clerk

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
FEBRUARY 1, 2021

SPECIAL MEETING

1. CALL TO ORDER – The meeting of the City Council was called to order by Mayor Bob Woerner at 10:00 am, held via teleconference using Zoom and YouTube.

2. ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Trish Munro and Council Members Regina Bonanno, Robert W. Carling, and Brittni Kiick.

3. SPECIAL MEETING WORKSHOP ITEM

3.1 City Council Shared Expectations Regarding the Use of Social Media, Interactions with the Community and City Staff, and Compliance with the Brown Act; Review, Discussion, and Direction Regarding City Council Norms and Values and City Council Meeting Rules of Procedure

Recommendation: Staff recommended the City Council discuss and provide direction on the proposed revisions to the *City Council Meeting Rules of Procedure* and whether any additional changes should be made.

Mayor Woerner opened the public comment period.

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

City Attorney Jason Alcala presented a general overview of the special meeting workshop agenda and provided an outline of the desired outcome from City Council's discussion.

THE CITY COUNCIL DISCUSSED SHARED EXPECTATIONS, PROPOSED REVISIONS, AND CHANGES TO THE RULES OF PROCEDURE AND NORMS AND VALUES REGARDING: REGIONAL BODY APPOINTMENT VOTING AND REPORTING, EMAIL CORRESPONDENCE, ENGAGING THE COMMUNITY THROUGH THE USE OF SOCIAL MEDIA, HOW OFFICIAL CITY COMMUNICATIONS ARE PROVIDED AFTER A CITY COUNCIL DECISION IS MADE, AND ATTENDANCE FOR COMMUNITY WORKSHOPS AND CITY MEETINGS, AND DIRECTED STAFF TO ESTABLISH SAID UPDATES AND CHANGES ACCORDINGLY.

City Attorney Jason Alcala stated staff will return at a future meeting for City Council's approval of the edits.

City Manager Marc Roberts presented the Norms and Values portion of the workshop.

THE CITY COUNCIL DISCUSSED AND PROPOSED UPDATES AND CHANGES TO NORMS AND VALUES TOPICS REGARDING: MISSION STATEMENT, CORE VALUES, COUNCIL NORMS, COUNCIL VALUES, PRINCIPLES OF GOVERNANCE, ROLE OF CITY COUNCIL, AND COUNCIL-STAFF RELATIONS.

THE CITY COUNCIL APPOINTED A TWO PERSON CITY COUNCIL SUBCOMMITTEE OF COUNCIL MEMBER KIICK AND COUNCIL MEMBER BONANNO TO REVISE THE MISSION STATEMENT, PROVIDE A VISION STATEMENT, REVIEW THE CORE VALUES AND PROVIDE A RECOMMENDATION ON INCORPORATING THE OBJECTIVES. IN ADDITION, THE SUBCOMMITTEE WAS DIRECTED TO REVIEW AND PROVIDE RECOMMENDATIONS RELATED TO THE COUNCIL NORMS AND COUNCIL VALUES SECTIONS.

City Manager Marc Roberts noted City Council comments and edits will be incorporated into the Norms and Values document.

City Attorney Jason Alcala presented the Meeting Rules of Procedure inclusive of 31 pages with proposed redlined changes and updates; urged City Council Members to provide high-level concepts for any additionally proposed changes.

THE CITY COUNCIL DISCUSSED AND PROPOSED CHANGES TO THE CITY COUNCIL MEETING RULES OF PROCEDURE.

City Attorney Jason Alcala noted the Council comments and edits to the redlined City Council Meeting Rules of Procedure; stated staff will prepare redlined work products, resolutions, and an ordinance to return to City Council at a future meeting for approval.

8. ADJOURNMENT – at 3:54 pm to a regular City Council meeting on February 8, 2021 at 7:00 pm, held virtually using Zoom.

City Council Rules of Procedure 8.11.2c
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. *

ATTEST: _____
DEBORAH L. ELAM, CITY CLERK

* The minutes for this meeting were inadvertently not submitted to the City Council during the terms of the City Council Members in attendance.

LIVERMORE
CALIFORNIA

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

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - July 28, 2025 Special Closed Session Meeting, July 28, 2025 Special Workshop Meeting, July 28, 2025 Regular Meeting, August 4, 2025 Special Closed Session Meeting, and August 11, 2025 Special Closed Session Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

DECISION TYPE

Administrative

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2025-07-28 Special Closed Session
2. DRAFT 2025-07-28 Special Workshop
3. DRAFT 2025-07-28 Regular
4. DRAFT 2025-08-04 Special Closed Session
5. DRAFT 2025-08-11 Special Closed Session

Prepared by: Debbie Elam
City Clerk

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
JULY 28, 2025

SPECIAL CLOSED SESSION

1. CALL TO ORDER – The Special Closed Session of the City Council was called to order by Mayor John Marchand at 4:00 pm, held in person at 1016 S. Livermore Avenue.

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

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

Mayor Marchand opened the public comment period.

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

3. ADJOURN TO CLOSED SESSION

3.1 PUBLIC EMPLOYEE EMPLOYMENT: Public employee recruitment pursuant to Government Code section 54957(b). Title of position to be filled: City Attorney.

Mayor Marchand stated that there was no reportable action taken in Closed session.

4. ADJOURNMENT – at 5:22 pm to a Special City Council Workshop Meeting on Monday, July 28, 2025 at 6:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
DEBORAH L. ELAM, CITY CLERK

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
JULY 28, 2025

SPECIAL MEETING WORKSHOP

1. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 6:01 pm, held in person at 1016 S. Livermore Avenue.

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

3. SPECIAL MEETING WORKSHOP ITEM

3.1 City Officials' Use of Electronic Communications and Social Media Training

Recommendation: Staff recommended the City Council receive a presentation and ask any clarifying questions regarding the City Officials' Use of Electronic Communications and Social Media Policy.

Stephanie Egidio, Acting Deputy City Manager, presented the staff report.

Mayor Marchand opened the public comment period.

Joe Lee provided a comment.

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

THE CITY COUNCIL RECEIVED THE PRESENTATION.

4. ADJOURNMENT – at 6:20 pm to a Regular City Council Meeting on Monday, July 28, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
DEBORAH L. ELAM, CITY CLERK

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
JULY 28, 2025

REGULAR MEETING

1. CLOSED SESSION - NONE

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

3. PROCLAMATIONS AND PRESENTATIONS – NONE

4. OPEN FORUM

Mayor Marchand opened the public comment period.

Cy Matin provided a comment.

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

5. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

Item 5.8 **Brian Bertossa,** provided a comment.

Item 5.1 **Karl Wente,** provided a comment.

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

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY COUNCIL MEMBER BARRIENTOS, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED CONSENT CALENDAR WITH THE EXCEPTION OF ITEM 5.8 WHICH CARRIED ON A 4-0 VOTE WITH MAYOR MARCHAND ABSTAINING.

5.1 Approval of draft minutes - July 14, 2025 Regular Meeting.

5.2 Adoption of Ordinance 2176 Repealing Development Code housing sections 6.02.030 Density Bonus, 6.03.060 Emergency Shelters, 6.03.070 Farmworker Housing, 6.03.080 Mobile Homes and Mobile Home Parks, 6.03.120 Accessory Dwelling Units, and 10.06.050 Affordable Housing, and adopting a new "Part 11 Housing" chapter in the Development Code.

Adoption of Ordinance 2177 Amending Development Code sections 9.07.020 Applicability, 9.07.030 (Table 9.3 Review Authority for Site Plan and Design Review), 9.07.040 Application Filing, Processing, and Review, of "Part 9 Permits and Approvals", and sections 10.01.050 (Table 10.1 Subdivision Review Authorities), and 10.02.050 Tentative Map Public Hearing and Action of "Part 10 Subdivisions".

Adoption of Ordinance 2178 Amending various Development Code sections for internal consistency with new "Part 11 Housing" and amendments to "Part 9 Permits and Approvals" and "Part 10 Subdivisions".

5.3 Resolution 2025-119 authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Holmes Street Decorative Fence Replacement West Side from Catalina Drive to El Caminito Project 2006-54.

5.4 Resolution 2025-120 accepting public improvements constructed by Ponderosa Homes II, Inc., pursuant to the Subdivision Improvement Agreement for Final Tract Map 8471, located north of the intersection between Lomitas Avenue and Bella Vista Place, for permanent maintenance and authorizing release of security and accepting offers of dedication of Lomitas Avenue, Bella Kristina Lane, Public Utility Easement, and Sidewalk Easement.

5.5 Resolution 2025-121 summarily vacating a portion of a storm drain easement on Parcel 4 of Parcel Map 5300 Legacy Apartments property and authorizing the City Manager to quitclaim the vacated storm drain easement.

5.6 Resolution 2025-122 determining Tract 8612, Shea Aura, located south of Portola Avenue and west of Tranquility Circle, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

5.7 Resolution 2025-123 authorizing the approval of A & B Construction's request to withdraw their bid proposal and awarding a construction agreement to Marinship Development Interest LLC, in the amount of $4,493,313, for the Storm Drain Trash Capture Project SD202425.

5.8 Resolution 2025-124 authorizing the award of a contract to GradeTech Inc. in the amount of $6,208,025 for the Springtown Community Park and Disc Golf Course Project PB202319.

5.9 Resolution 2025-125 authorizing execution of Amendment No. 1 to the

Freeway Maintenance Agreement between the City of Livermore and the State of California acting by and through the Department of Transportation that requires the City to maintain the trash capture device to be installed within Caltrans right-of-way as part of 2024 Storm Drain Trash Capture Project SD202425.

5.10 Resolution 2025-126 certifying the City of Livermore's updated Sewer System Management Plan.

5.11 Resolution 2025-127 ratifying the execution of a sixth amendment to the agreement with Tri-Valley Janitorial Service and Supply, Inc. for janitorial services to increase the not-to exceed amount by $199,000 from $1,729,454 to $1,928,454 and extend the term through October 31, 2025.

5.12 Resolution 2025-128 authorizing write-off of accounts receivable balance.

5.13 Resolution 2025-129 approving the Memorandum of Understanding between the Livermore-Pleasanton Fire Department Joint Powers Authority and the International Association of Firefighters, Local 1974 Battalion Chief's Unit.

5.14 Resolution 2025-130 approving the Memorandum of Understanding (MOU) between the Livermore/Pleasanton Fire Department Joint Powers Authority and the International Association of Firefighters, Local 1974 and appropriating funds for FY 2025-26 and 2026-27 to cover the increased salary and benefit expenses for both the International Association of Firefighters, Local 1974 (IAFF) and International Association of Firefighters, Local 1974 Battalion Chief's Unit (IAFF BC) MOUs.

5.15 Resolution 2025-131 approving the amended City of Livermore Salary Plan dated July 28, 2025, adding the Retired Annuitant Salary Schedule, in accordance with California Code of Regulations, Title 2, Section 570.5.

5.16 Resolution 2025-132 approving City Council Values, Norms and Principles of Governance, and City Council Meeting Rules of Procedure.

Resolution 2025-133 amending and adopting the City Council Meeting Rules of Procedure.

6. PUBLIC HEARINGS

6.1 Hearing to place delinquent sewer accounts on the Property Tax Roll.

Recommendation: Staff recommended the City Council hold a public hearing to consider protests, adopt a resolution overruling protests to place delinquent sewer accounts on the property tax roll, and direct staff to forward a finalized copy of the assessment list to the County Tax Assessor.

Ann Furtado, Accounting Supervisor, presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers, and the hearing was closed.

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

Resolution 2025-134 considering and overruling protests to place delinquent sewer accounts on the property tax roll.

6.2 Hearing to adopt FY 2025-26 Sewer Service and Use Charges Report and authorize Residential Charges to be collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the City's General Taxes.

Recommendation: Staff recommended the City Council hold a public hearing to consider all objections or protests, if any, to the written report describing each parcel of real property receiving wastewater services and the amount of the service charge for each parcel, adopt a resolution approving the residential Sewer Service and Use Charges report, and authorize collection of report amounts on the property tax roll by the Alameda County Tax Assessor.

Ann Furtado, Accounting Supervisor, presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers, and the hearing was closed.

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

Resolution 2025-135 adopting the sewer service and use charges report for FY 2025-2026 and authorizing residential charges to be collected in the same manner, together with and not separately from the City's general taxes.

6.3 Hearing to consider a request for the second amendment to Development Agreement 18-001 to revise the terms and timing of the off-site improvements including a public trail and public sewer line. The Development Agreement vests a previously approved project for 186 two- and three-story townhomes on a vacant 35-acre site located at the terminus of Lassen Road northwest of the First Street/I-580 Interchange and north of I-580.

Recommendation: Planning Commission and Staff recommended the City Council:

1. Adopt a resolution finding that the environmental impacts of the Second

Amendment to the Development Agreement for the Lassen Road Townhome Project are within the scope of the 2020 Initial Study and Mitigated Negative Declaration, the Active Transportation Initial Study and Mitigated Negative Declaration, and the Springtown Trunkline Sewer Initial Study and Mitigated Negative Declaration;
2. Direct the Planning Manager to file a Notice of Determination, in accordance with the provisions of the California Environmental Quality Act (CEQA), subject to project approval; and
3. Introduce an ordinance, and waive the first reading, amending Development Agreement (DA) 18-001.

Emily LaDue, Consultant-Planning Tech, presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers, and the hearing was closed.

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

Resolution 2025-136 finding that the environmental impacts of the second amendment to the Development Agreement for Lassen Road Townhome Project are within the scope of the 2020 Initial Study and Mitigated Negative Declaration, the Active Transportation Initial Study, and Mitigated Negative Declaration, and the Springtown Trunkline Sewer Initial Study and Mitigated Negative Declaration.

Ordinance introduced approving Development Agreement Amendment (DAA) 25-001.

7. MATTERS FOR CONSIDERATION

7.1 Adoption of a resolution ratifying, reaffirming, and readopting the Amended and Restated Disposition, Development and Loan Agreement with Eden Housing, Inc., excluding the construction of and improvements to Veterans Park.

Recommendation: Staff recommended the City Council:
1. Adopt a resolution ratifying, reaffirming, and readopting the Amended and Restated Disposition, Development and Loan Agreement with Eden Housing, Inc., excluding the construction of and improvements to Veterans Park, and acknowledging that the agreement remains in effect as of the date it was signed; and
2. Direct the Planning Manager to file a Notice of Exemption, in accordance with the provisions of the California Environmental Quality Act, subject to approval of the resolution.

Shannon Pagan, Assistant Planner, presented the staff report.

Mayor Marchand opened the public comment period.

Tom Ramos provided a comment.

Thomas Soules provided a comment.

Trish Munro provided a comment.

Vasko Yorgov provided a comment.

Sherri Souza provided a comment.

Julie provided a comment.

Carol Silva provided a comment.

Nathan Tran provided a comment.

Jan Brovont provided a comment.

Alan Barnham provided a comment.

Karl Wente provided a comment.

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

ON THE MOTION OF VICE MAYOR BRANNING, SECONDED BY COUNCIL MEMBER WANG AND CARRIED ON A 4-1 VOTE, WITH COUNCIL MEMBER BARRIENTOS VOTING NO, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2025-137 ratifying, reaffirming, and readopting the Amended and Restated Disposition, Development and Loan Agreement with Eden Housing, Inc., excluding the construction of and improvements to Veterans Park, and acknowledging that the agreement remains in effect as of the date it was signed.

8. 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.

Asbury United Methodist Church Council Member Barrientos discussed a recent back-to-school backpack stuffing event.

Center for Elder Independence Council Member Dunbar noted his attendance at the July 25, 2025, PACE grand opening.

City of Livermore Library Council Member Dunbar noted his attendance at the July 22, 2025, Carolyn Lord presentation.

City of San Ramon Council Member Dunbar noted his attendance at the July 19, 2025, grand opening of the Iron Horse Trail Bicycle and Pedestrian Overcrossing at Bollinger Road.

Livermore Unified School District Vice Mayor Branning announced the upcoming start to the new school year.

National Night Out Vice Mayor Branning announced the upcoming event on August 5, 2025.

9. ADJOURNMENT – at 8:31 pm to a Special City Council Closed Session Meeting on Monday, August 4, 2025 at 5:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
DEBORAH L. ELAM, CITY CLERK

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
AUGUST 4, 2025

SPECIAL CLOSED SESSION

1. CALL TO ORDER – The Special Closed Session of the City Council was called to order by Mayor John Marchand at 5:00 pm, held in person at 1016 S. Livermore Avenue.

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

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.

3. ADJOURN TO CLOSED SESSION

3.1 PUBLIC EMPLOYEE EMPLOYMENT: Public employee recruitment pursuant to Government Code section 54957(b). Title of position to be filled: City Attorney.

Mayor Marchand stated that there was no reportable action taken in closed session.

4. ADJOURNMENT – at 9:16 pm to a Special Closed Session City Council Meeting on Monday, August 11, 2025 at 5:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
DEBORAH L. ELAM, CITY CLERK

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
AUGUST 11, 2025

SPECIAL CLOSED SESSION

1. CALL TO ORDER – The Special Closed Session of the City Council was called to order by Mayor John Marchand at 5:02 pm, held in person at 1016 S. Livermore Avenue.

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

Absent: Council Member Ben Barrientos

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.

3. ADJOURN TO CLOSED SESSION

3.1 PUBLIC EMPLOYEE EMPLOYMENT: Public employee recruitment pursuant to Government Code section 54957(b). Title of position to be filled: City Attorney.

3.2 Conference with Labor Negotiators. To meet with Mayor Marchand and Vice-Mayor Branning, the City's negotiators, pursuant to Government Code section 54957.6 regarding negotiations for salary and compensation for Unrepresented Employee – City Attorney.

Council Members Ben Barrientos arrived at 5:06 pm

Mayor Marchand stated that there was no reportable action taken in closed session.

4. ADJOURNMENT – at 8:52 pm to a Regular City Council Meeting on Monday, September 8, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
DEBORAH L. ELAM, CITY CLERK

LIVERMORE
CALIFORNIA

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

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Adoption of an ordinance amending Development Agreement (DA) 18-001 revising the terms and timing of the off-site improvements including a public trail and public sewer line. The Development Agreement vests a previously approved project for 186 two- and three-story townhomes on a vacant 35-acre site located at the terminus of Lassen Road northwest of the First Street/I-580 Interchange and north of I-580.

RECOMMENDED ACTION

Planning Commission and staff recommend the City Council **adopt an ordinance** amending Development Agreement (DA) 18-001.

DECISION TYPE

Legislative

SUMMARY

DISCUSSION

ATTACHMENTS

1. Ordinance
2. Exhibit A - Planning Commission Project Resolution
3. Exhibit B - Draft - Development Agreement Amendment

Prepared by: Emily LaDue
Assistant Planner

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT AMENDMENT (DAA) 25-001

CA Government Code Section 65864 et seq. (implemented by Livermore Development Code Chapter 9.04) allows local jurisdictions and private parties to enter into Development Agreements in order to vest certain development rights and to meet local public purpose.

On November 23, 2020, the City Council approved entitlements for a 186-unit townhome project known as Lassen Road Townhome Project, including Development Agreement 18-001 ("Agreement").

On March 18, 2025, the City received an application from LD-FUND III ("Applicant") for Development Agreement Amendment (DAA) 25-001 for the second amendment to the Agreement to revise the terms and timing of the off-site improvements ("Amendment" or "Project").

On June 17, 2025, at a duly noticed public hearing, the Planning Commission considered the Amendment, heard public testimony, made the necessary findings, and adopted Planning Commission Resolution No. 26-25, attached hereto as Exhibit A, recommending the City Council approve the Amendment.

On July 28, 2025, the City Council held a duly noticed public hearing to consider the Amendment, Planning Commission and staff recommendations, all public comments and testimony, and findings.

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

Section 1. *Authority*. Pursuant to Government Code Section 65864 et seq., the City Council considers that certain document under City Application No. Development Agreement Amendment 25-001 and entitled "Second Amendment to Development Agreement (DA18-001) Lassen Road Townhomes" ("Amendment"). The Amendment is attached hereto as Exhibit B.

Section 2. *Recommendation*. The Planning Commission held a duly noticed public hearing on June 17, 2025, to consider adoption of an ordinance approving the Amendment and by its Resolution No. 26-25, attached hereto as Exhibit A, recommended that the City Council adopt the ordinance and approve the Amendment.

Section 3. *Public Hearing*. Prior to taking action on the Amendment, and at a properly noticed public hearing, the City Council of the City of Livermore reviewed written and oral staff reports, conducted a public hearing on the Amendment and took testimony; and received into the record all pertinent documents related to the Amendment

(collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Ordinance by reference.

Section 4. *Environmental Review*. The City Council has adopted Resolution No.[_____] determining the proposed Amendment is not required to undergo an additional environmental review since none of the requirements under the provisions of the California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15164 have occurred (substantial changes, major revisions of the previous EIR, or new information). The impacts of the Lassen Road Townhome Project, The T-6 Trail, and the Springtown Trunkline Sewer Project were evaluated by the previously approved 2020 Initial Study and Mitigated Negative Declaration, the Active Transportation Initial Study and Mitigated Negative Declaration, and the Springtown Trunkline Sewer Initial Study and Mitigated Negative Declaration (State Clearinghouse #2019099018, #2018041060, and #2023100105 respectively) ("Environmental Documents"), consistent with the California Environmental Quality Act.

Section 5. *Consistency*. Development Agreement 25-001 is consistent with the General Plan and the Livermore Development Code Chapter 9.04.

Section 6. *Findings and Approval*. The City Council has considered the findings made in Planning Commission Resolution No. 26-25, attached hereto as Exhibit A, and hereby adopts the same findings by this reference and incorporates them herein, and based upon the City Council's own independent review of the Record Evidence and considerations, it adopts this Ordinance approving the Development Agreement Amendment.

Section 7. *Signing Authority*. The City Manager is hereby authorized to sign the Development Agreement Amendment, attached hereto as Exhibit B, on behalf of the City of Livermore.

Section 8. *Publication and Effective Date.* This ordinance or a comprehensive summary thereof shall be published once in a newspaper of general circulation of the City of Livermore within 15 days after its adoption and shall take effect and be in force 30 days from and after its adoption.

Section 9. *Filing.* The Planning Manager is directed to file a Notice of Determination with the Alameda County Clerk.

Section 10. *Recording.* The City Clerk is directed to record the Amendment within 10 days after the effective date of the Amendment.

Section 11. *Documents.* The documents that constitute the record of proceedings upon which this decision is based on can be found in the City Clerk's Office, 1052 S. Livermore Avenue, Livermore, California.

Section 12. *Severability.* If any part of this ordinance is declared unconstitutional or invalid by a court, such unconstitutionality or invalidity shall not affect any remaining parts.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on July 28, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The ordinance was adopted at the regular meeting of the City Council held on September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor, City of Livermore

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/Tara Mazzanti
Tara Mazzanti
Acting City Attorney

Exhibit A – Planning Commission Resolution 26-25
Exhibit B – Amendment

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING APPROVAL OF DEVELOPMENT AGREEMENT AMENDMENT (DAA) 25-001

On March 18, 2025, the City received an application from LD-FUND III ("Applicant") for Development Agreement Amendment (DAA) 25-001 for the second amendment to Development Agreement 18-001 to revise the terms and timing of the off-site improvements. ("Amendment" or "Project").

On June 17, 2025, the Planning Commission held a duly noticed public hearing to consider the Project, staff recommendations, all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Livermore that prior to taking action on the Amendment, and at a properly noticed public hearing, the Planning Commission reviewed written and oral staff reports, conducted a public hearing on the Amendment and took testimony, and received into the record all pertinent documents related to the Amendment (collectively, the "Record Evidence"). The Planning Commission's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the Record Evidence and hereby adopts a resolution recommending the City Council direct staff to file a Notice of Determination consistent with the provisions of the California Environmental Quality Act finding DAA 25-001 conforms to the Lassen Road Townhomes Project Initial Study / Mitigated Negative Declaration.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore finds based upon the information presented that:

1. The Development Agreement provides benefit to the City.

Basis: The amended Development Agreement secures delivery of an upgraded sewer trunkline, which would ensure conveyance and treatment of wastewater to protect the public health and safety. The amended Development Agreement also includes completion of Trail T-6, identified in the Livermore Active Transportation Plan as a significant gap in the trail network providing a safe and comfortable connection north and south of I-580. For these reasons, the amended Development Agreement provides benefit to the City.

2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designation of the General Plan, and applicable Specific Plan and the Livermore Development Code.

Basis: The amended Development Agreement upgrades a sewer trunkline, which would ensure conveyance and treatment of wastewater to protect the public health and safety

consistent with the purpose, intent, goals, policies, and programs of the General Plan. Further, the amended Development Agreement includes completion of Trail T-6, identified in the Livermore Active Transportation Plan, a significant gap in the trail network. The Trail would provide a safe and comfortable connection north and south of I-580. Completion of this trail segment is consistent with the purpose, intent, goals, policies, and programs of the General Plan and the Active Transportation Plan to improve bicycle and pedestrian circulation and connectivity.

3. The Development Agreement complies with the requirements of the Government Code Sections 65864 through 65869.5.

Basis: Government Code Sections 65864 through 65869.5 establish the State procedures by which a City may enter into a development agreement. The proposed amended Development Agreement has been prepared in accordance with the Livermore Development Code Chapter 9.04, Development Agreements, and all applicable State standards.

4. The project is covered under the Lassen Road Residential Development Project Initial Study/Mitigated Negative Declaration previously adopted by City Council on November 23, 2020 (State Clearinghouse Number 2019099018) as well as the Active Transportation Plan Initial Study and Mitigated Negative Declaration (SCH 2018041060) and the Springtown Trunkline Sewer Project Initial Study and Mitigated Negative Declaration (SCH 2023100105) approved on July 11, 2018 and November 9, 2023, respectively.

BE IT FURTHER RESOLVED that the Livermore Planning Commission, based upon its own independent review of the Record Evidence and considerations, and based on the above findings which are necessary to protect the public health, safety, and general welfare, hereby adopts a resolution recommending City Council approve Development Agreement Amendment 25-001.

BE IT FURTHER RESOLVED that the Livermore Planning Commission hereby adopts a resolution recommending the City Council direct staff to file a Notice of Determination consistent with the provisions of the California Environmental Quality Act finding DAA 25-001 conforms to the Lassen Road Townhomes Project Initial Study / Mitigated Negative Declaration, the Active Transportation Plan Initial Study / Mitigated Negative Declaration, and the Springtown Trunkline Sewer Project Initial Study / Mitigated Negative Declaration with the Alameda County Clerk if the Amendment is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Vice Chair Kronzak, seconded by Commissioner Anderson, the foregoing Resolution was adopted at the Planning Commission meeting of June 17, 2025, by the following vote:

AYES: ANDERSON, FINTSCHENKO, HORNER, KRONZAK, STEELE.
NOES: NONE.
ABSENT: NONE.

Yolanda Fintschenko, Chairperson



by Stephen Riley, Planning Manager
Secretary to the Planning Commission

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

No fee for recording pursuant to Government Code § 27383

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (DA18-001)
Lassen Road Townhomes

This Second Amendment to Development Agreement ("Second Amendment") is entered into on _____, 2025 and amends that certain Development Agreement dated January 14, 2021 and recorded on February 22, 2021 as Document No. 2021073480 in the Official Records of Alameda County, and that certain First Amendment thereto dated November 29, 2022 and recorded on December 15, 2022 as Document No. 2022198154 in the Official Records of Alameda County (collectively the "Agreement" or "Development Agreement") between the CITY OF LIVERMORE, a municipal corporation, ("City") and LD-FUND III LIVERMORE LAND, LLC, a Delaware limited liability company ("Developer"). City and Developer are sometimes referred to herein individually as a "Party" or collectively as the "Parties." Unless otherwise defined herein, all capitalized terms in this Amendment shall have the meaning given those terms in the Agreement.

RECITALS

This Amendment is based on the following facts:

A. Section 2.b.ii of Exhibit C to the Agreement currently requires that the City use eminent domain to acquire the real property necessary for Developer to construct the Sewer Improvements and Trail Improvements (the "Real Property Necessary for Improvements") if the Developer is unable to negotiate sufficient title or interest in the Real Property Necessary for Improvements after exercising all reasonable efforts.

B. Developer requested the City condemn the Real Property Necessary for Improvements via a Notice of Default and Request to Cure dated January 6, 2025.

C. The City has commenced with negotiations to acquire the Real Property Necessary for Improvements through a private agreement with the property owner.

D. Due to the referenced negotiations, Developer has requested the City halt eminent domain proceedings.

E. City acknowledges that Developer has purchased $661,100 in CTS Mitigation Bank Credits (the "ITP Credits") from Wildheron Holdings, LLC under the December 26, 2024, Credit Sale Agreement for the City to use to satisfy all of the mitigation requirements for the Incidental Take Permit 2081-2022-0090-03 (the "ITP") issued to the City by California Department of Fish and Game ("CDFW") in connection with the Sewer and Trail Improvements.

F. By reason of the foregoing, the Parties have agreed to amend Exhibit C to the Agreement to remove the obligations for Developer to (i) acquire the Real Property Necessary for Improvements, and (ii) construct the Sewer Improvements and Trail Improvements (as those terms are defined in Exhibit C), but retain the obligations of Developer to (x) complete the improvement plans and environmental permitting and mitigation for the Sewer Improvements and Trail Improvements and (y) fund the estimated costs to construct the Trail Improvements **less** (1) all costs paid by Developer for the Sewer Improvement plans, and for all CEQA ,.environmental permitting, and mitigation costs allocable to the Sewer Improvements, and (2) the amount of $1,200,000 in lieu of park fee credits for all costs incurred by Developer for environmental permitting and mitigation costs for the Trail Improvements and for the design and construction (estimate) of the Trail Improvements.

NOW THEREFORE, The City and Developer hereby agree that the aforementioned recitals are true and correct and further agree to amend Exhibit C to the Agreement as follows:

1. Exhibit C. Exhibit C of the Agreement is amended as set forth in Exhibit C attached to this Second Amendment which shall supersede and replace Exhibit C to the Agreement. Without limiting the terms of Exhibit C attached to this Second Amendment, and for the avoidance of doubt, Developer shall have no obligation to acquire the Real Property Necessary for Improvements.

2. Section 11. The first sentence of Section 11 of the Agreement is hereby amended and replaced as follows:

"This Agreement and any and all amendments shall be recorded in the office of the County Recorder and shall be binding upon and inure to the benefit of successors in interest to the Parties."

3. Effective Date. This Second Amendment shall be effective upon the date that the last of the Developer and City have executed this Second Amendment (the "Effective Date").

4. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

[ALL SIGNATURES ON NEXT PAGE]

[Signature Page – Second Amendment to Development Agreement]

IN WITNESS WHEREOF, the Parties have signed this Second Amendment on the dates indicated below.

DEVELOPER

LD-FUND III LIVERMORE LAND, LLC,
a Delaware limited liability company

By: _____
Name: Douglas V. Mull
Its: Management Committee Representative
For: Lewis Livermore Land Member, LLC

Date: June 12, 2025

By: _____
Name: Jon Revells
Its: Management Committee Representative
For: Westgate Ventures Fund III, LLC

Date: _____

CITY OF LIVERMORE

By: _____
Marianna A. Burch, City Manager

Date: _____

Attest:

_____
City Clerk

Approved as to Form:

_____
Deputy/Assistant/Senior Assistant/City Attorney

WBF:aa Z:\Legal\PROJECT DEV - CALIFORNIA\Livermore - LD-Fund III JV G2804\Development Agreement G2804A\Drafts\Second Amendment to Lassen DA4-10-25 draft .docx

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento }

On June 12, 2025 before me, Nicole Bianchini, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Douglas Mull
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NICOLE BIANCHINI
Notary Public - California
Sacramento County
Commission # 2484257
My Comm. Expires Mar 12, 2028

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nicole Bianchini
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: 2nd Amendment to DA Lassen Road Townhomes

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: Douglas Mull

Capacity(ies) Claimed by Signer(s)

Signer's Name: Douglas Mull	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: Member	☐ Other:
Signer is Representing: LD Fund III Livermore Land, LLC	Signer is Representing:

©2019 National Notary Association

[Signature Page – Second Amendment to Development Agreement]

IN WITNESS WHEREOF, the Parties have signed this Second Amendment on the dates indicated below.

DEVELOPER

LD-FUND III LIVERMORE LAND, LLC,
a Delaware limited liability company

By: _____
Name: Douglas V. Mull
Its: Management Committee Representative
For: Lewis Livermore Land Member, LLC

Date: _____

MEKHDELAWIET H. TEFERA NOTARY PUBLIC GUILFORD COUNTY, NC My Commission Expires 3/31/2029

By: _____
Name: Jon Revells
Its: Management Committee Representative
For: Westgate Ventures Fund III, LLC

Date: June 12, 2025

CITY OF LIVERMORE

By: _____
Marianna A. Burch, City Manager

Date: _____

Attest:

_____
City Clerk

Approved as to Form:

_____
Deputy/Assistant/Senior Assistant/City Attorney

WBF:aa Z:\Legal\PROJECT DEV - CALIFORNIA\Livermore - LD-Fund III JV G2804\Development Agreement G2804A\Drafts\Second Amendment to Lassen DA4-10-25 draft .docx

TRUE COPY

I, Jon Revells, do hereby swear or affirm that the
document owner

attached is a true copy of 2nd AMENDMENT TO DA and that this
description of document

copy contains no alterations from the original.

Principal's signature

North Carolina

County of Guilford

I, Mekhdelawiet H Tefera, a Notary Public for Guilford

County, North Carolina, do hereby certify that Jon Revells
Name of principal

personally appeared before me this day and acknowledged the due execution of

the foregoing instrument.

Witness my hand and official seal, this the 12 day of June, 2025.

(Official Seal)

Official Signature of Notary

Mekhdelawiet H Tefera, Notary Public
Notary's printed or typed name

My commission expires: 25 March 2029

MEKHDELAWIET H. TEFERA NOTARY PUBLIC GUILFORD COUNTY, NC My Commission Expires 3/25/2029

EXHIBIT C

OFF SITE IMPROVEMENTS AND SCHEDULE OF PERFORMANCE

1. **Project Improvements:**

a. Springtown Sewer Trunkline Replacement Improvements:

i. The Developer shall design the Springtown Sewer Trunkline Replacement Improvements ("Sewer Improvements"). The Sewer Improvements shall include the following:

1. An approximate 3,000 linear foot, 24-inch diameter, sewer line connecting to existing sewer lines at I-580 and Redwood Road Right of Way, in the alignment approved by the City in the Sewer and Trail Improvement plans.

b. Arroyo Las Positas Trail Improvements:

i. The Developer shall design the Arroyo Las Positas Trail Improvements ("Trail Improvements"). The Trail Improvements shall include the following:

1. A portion of the E1 Segment of the T6 trail, as identified in the City of Livermore, Bicycle, Pedestrian & Trails Active Transportation Plan, generally extending south from the terminus of Redwood Road right-of-way to Las Colinas Road overpass, which includes the construction of a multi-use pedestrian and bicycle bridge over the Arroyo Seco. The term Trail Improvements, as used herein, includes those bridge improvements; and

2. The E2 segment of the T6 trail, as identified in the City of Livermore, Bicycle, Pedestrian & Trails Active Transportation Plan, a trail spur extending from the trail at the Project Site boundary to the intersection of the E1 Segment of the T6 trail described in 1(b)(i)(1) above.

c. Springtown Boulevard Median Improvements:

i. The Developer shall design and construct the Springtown Boulevard Median Improvements ("Median Improvements") in accordance with all applicable City Standards. The Median Improvements shall include the following:

1. Reconstruction of the existing approximately 400 foot long, 8-foot-wide Springtown Boulevard Median located south of the Bluebell Drive intersection and north of the First Street Overpass over I-580.

2. Removal of existing concrete and hardscape and replacement with Engineered Soil, subject to the approval of the Community Development Director.

3. Planting of Street Trees, approximately 15 feet on-center, in compliance with City of Livermore Standard Details. Trees shall be planted at minimum 24" box size. Tree species shall be subject to approval of the Community Development Director.

2. **Timing and Funding Responsibilities:**

a. At or prior to the time of Final Map approval by the City Council, the following items shall be completed by Developer:

i. Developer shall submit to the City bid set documents with plans and specifications for the Sewer and Trail Projects and improvement plans for the Median Improvement plans, after City plan-check review and approval. The bid set documents for the Sewer and Trail Projects should include all the environmental compliance items that are required for the contractor in the CEQA document and the environmental permits. The Sewer, Trail and Median Improvement plans shall be designed in accordance with the City of Livermore ("City") and Livermore Area Recreation and Park District ("LARPD") standards, unless other standards are agreed upon in writing by the Parties. The final sewer and trail alignments in the Sewer and Trail Improvement plans are as set forth in the metes and bounds legal descriptions and plats attached hereto collectively as **Exhibit 1**.

ii. Developer shall submit to the City copies of all bills paid by Developer to complete the Sewer, Improvement plans (the "Plan Costs").

iii. Developer's engineer ("Engineer") shall prepare, and Developer shall submit to the City, an Engineer's Estimate of all of the construction related costs of the Trail Improvements (the "Trail Estimate"), subject to the City Engineer's review and approval, which approval shall not be unreasonably withheld. The costs must include the low bid construction estimate (materials and labor), an allowance for changes orders, environmental compliance costs related to the trail during construction (includes the cost of building required mitigation areas due to the trail, compensatory mitigation, biological monitoring, reporting to agencies, surveys, any other items required in CEQA document and permits), administration, construction management, inspection, and materials testing (overhead costs).

iv. Developer shall pay all costs associated with preparation of California Environmental Quality Act ("CEQA") documents and obtain all necessary regulatory approvals required for the Sewer Improvements and Trail Improvements which include but are not limited to the following (the "Regulatory Permits"):

- CDFW Lake and Streambed Alteration Agreement (LSAA /1602) Permit
- RWQCB 401 Permit
- USACE 404 Permit
- USFWS Biological Opinion
- CDFW Incidental Take Permit (ITP)

v. Developer shall submit to the City copies of all the Regulatory Permits and copies of all bills paid for the CEQA costs and the costs to obtain the Regulatory Permits including compensatory mitigation requirements (the "CEQA/Permitting Costs"). Any mitigation costs for the Trail Improvements shall be the responsibility of the Developer up to $500,000 and any remaining mitigation costs for the Trail Improvements in excess of $500,000 shall be shared equally between the City and the Developer.

vi. Engineer shall prepare, and Developer shall submit to the City, an Engineer's Estimate of the construction costs of the Median Improvements (the "Median Estimate"), subject to City Engineer's review and approval, which approval shall not be unreasonably withheld.

vii. Developer shall submit to the City an improvement bond equal to 100% of the estimated cost of the Median improvements as determined in the Median Estimate approved by the City Engineer. City shall reimburse Developer for one-half the total costs of the Median Improvements, or $60,000, whichever is less as set forth in Section 4.a below.

b. Within thirty (30) days after Final Map approval by the City Council and recordation of the Final Map, Developer and City, as applicable, shall complete the following items:

i. Developer shall pay to City the amount of the total Trail Estimate described in 2.a.iii above for the Trail Improvements (the "Developer Trail Payment"). In consideration for the Developer Trail Payment, Developer shall receive Trail Improvement Park Fee Credits in the amount of $1,200,000 which shall be applied by City as a credit to Developer's payment of the first $1,200,000 in park-facility impact fees (the "Park Impact Fees") for the building permits issued for the Project until all of the Trail Improvement Park Credits have been used by Developer. The City shall reimburse Developer an amount equal to the amount of any unused Trail Improvement Park Credits within 30 days after the final building permit is issued by the City for the Project. Upon Developer's payment of the Developer Trail Payment, Developer shall have no further obligation to pay for any costs in connection with the Sewer Improvements or Trail Improvements unless expressly set forth in this Agreement, nor shall Developer have any obligation to either acquire the Real Property Necessary for Improvements or to construct either the Sewer Improvements or the Trail Improvements.

ii. The Developer shall be responsible for all of the legal, appraisal and other necessary costs associated with the City's acquisition of land by condemnation for the Trail Improvements that are incurred prior to the execution of this Second Amendment. The City shall be responsible for its legal, appraisal and other necessary costs associated with the acquisition of land by condemnation for the Sewer Improvements.

iii. City shall reimburse Developer in an amount equal to all Plan Costs paid by Developer for the Sewer Improvement plans as specified in Section 2.a.ii.

iv. City shall reimburse Developer for CEQA/Permitting costs, as identified in section a(iv) of the Agreement. Reimbursement shall be subject to City review and acceptance of an itemized invoice submitted by the Developer.

v. The Developer shall acquire all necessary permits and approvals from any public agencies for the Median Improvements.

3. Improvement Milestones (Median Improvements):

a. Prior to issuance of a building permit for the 75th unit, Developer shall complete construction of the Median Improvements.

b. The City Manager shall have the right, in his or her discretion, to extend any of the time periods for the performance of any obligations of Developer set forth in this Exhibit C.

4. **Payment Reimbursement (Median Improvements) :**

   a. Within 30 days of acceptance of the Median Improvements, the City shall reimburse Developer for one-half the total costs of the Median Improvements, inclusive of all Median Plan Costs and construction costs, or $60,000, whichever is less.

EXHIBIT 1
TO EXHIBIT C

SEWER AND TRAIL EASEMENTS
LEGAL DESCRIPTIONS AND PLATS

[SEE ATTACHED]

DIOCESE SEWER EASEMENT

6/14/2024

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND BEING A PORTION OF THE PARCEL DESCRIBED IN THE GRANT DEED TO **ADVENTUS** RECORDED AS **DOCUMENT NO. 97-239605**, OFFICIAL RECORDS OF ALAMEDA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF **LOT 27** AS SAID LOT IS SHOWN ON **TRACT MAP NO. 5070** RECORDED IN **BOOK 144 OF MAPS AT PAGE 36**, OFFICIAL RECORDS OF ALAMEDA COUNTY;

THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF ADVENTUS, SOUTH 73° 05' 20" EAST 29.52 FEET;

THENCE CROSSING THROUGH SAID ADVENTUS PARCEL (97-239605) FOR THE FOLLOING SEVEN (7) COURSES:

1) SOUTH 16° 54' 40" WEST 49.80 FEET;
2) SOUTH 81° 39' 20" WEST 154.26 FEET;
3) SOUTH 39° 19' 58" WEST 162.89 FEET;
4) SOUTH 16° 50' 37" WEST 387.46 FEET;
5) SOUTH 16° 19' 35" WEST 401.42 FEET;
6) SOUTH 29° 48' 11" WEST 280.91 FEET;
7) SOUTH 40° 58' 24" WEST 616.17 FEET TO THE SOUTH LINE OF SAID ADVENTUS PARCEL;

THENCE ALONG SAID SOUTH LINE SOUTH 84° 26' 28" WEST 586.19 FEET TO THE SOUTHWEST CORNER OF SAID ADVENTUS PARCEL;

THENCE NORTHERLY, ALONG THE WEST LINE OF SAID PARCEL 01° 09' 53" WEST 25.07 FEET;

THENCE CROSSING THROUGH SAID ADVENTUS PARCEL FOR THE FOLLOWING EIGHT (8) COURSES:

1) NORTH 84° 26' 28" EAST 574.30 FEET;
2) NORTH 40° 58' 24" EAST 603.76 FEET;
3) NORTH 29° 48' 11" EAST 275.51 FEET;
4) NORTH 16° 19' 35" EAST 398.58 FEET;
5) NORTH 16° 50' 37" EAST 392.54 FEET;
6) NORTH 39° 19' 58" EAST 177.54 FEET;
7) NORTH 81° 39' 20" EAST 150.64 FEET;
8) NORTH 05° 10' 17" EAST 33.57 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **65,577 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

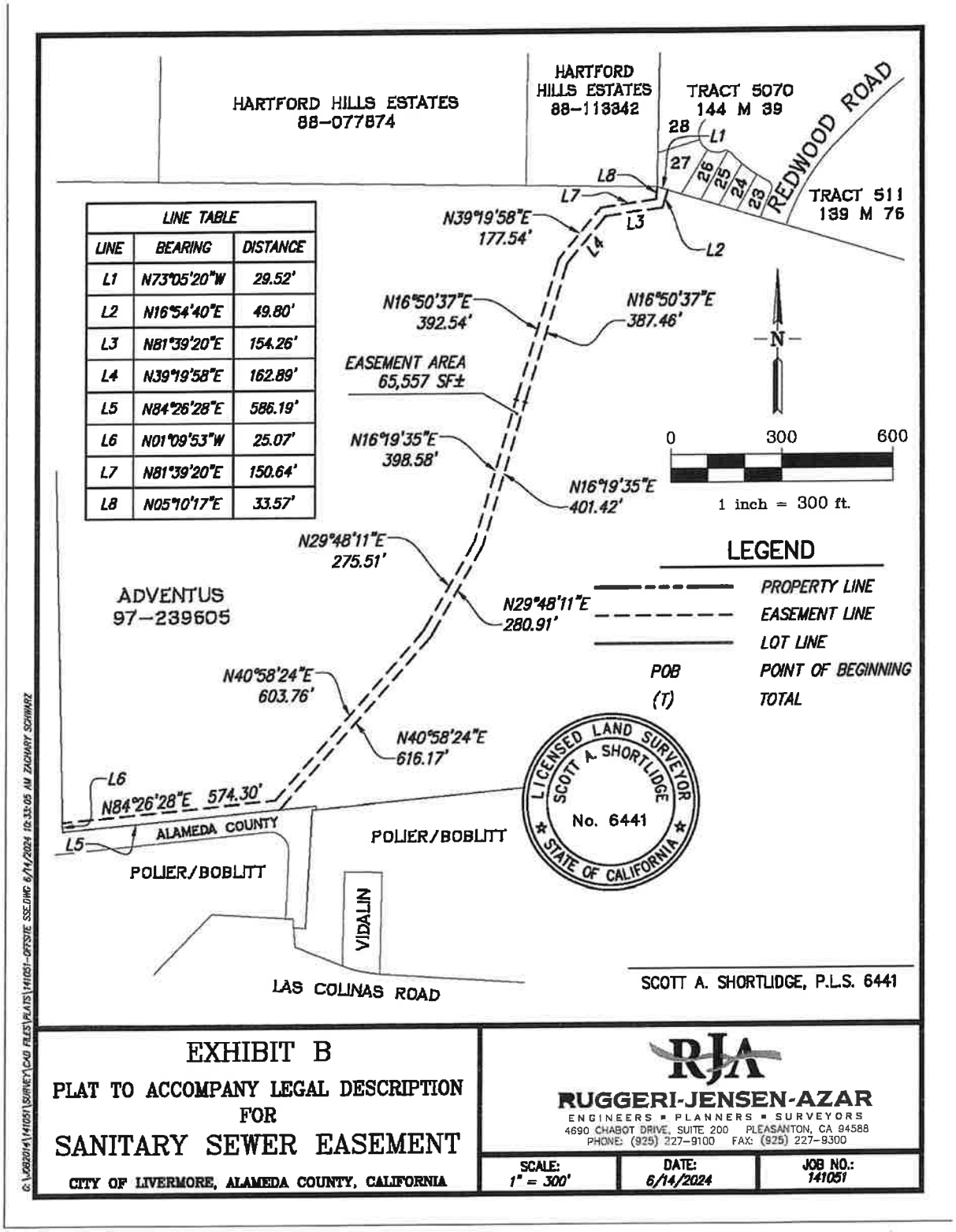
END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED BY OR UNDER THE DIRECTION OF:



DATE

SCOTT A. SHORTLIDGE


HARTFORD HILLS ESTATES
88-077874
HARTFORD HILLS ESTATES
88-113342
TRACT 5070
144 M 39
TRACT 511
139 M 76
REDWOOD ROAD
28
27
26
25
24
23
L1
L2
L3
L4
L5
L6
L7
L8
LINE TABLE
LINE | BEARING | DISTANCE
L1 | N73°05'20"W | 29.52'
L2 | N16°54'40"E | 49.80'
L3 | N81°39'20"E | 154.26'
L4 | N39°19'58"E | 162.89'
L5 | N84°26'28"E | 586.19'
L6 | N01°09'53"W | 25.07'
L7 | N81°39'20"E | 150.64'
L8 | N05°10'17"E | 33.57'
N39°19'58"E 177.54'
N16°50'37"E 392.54'
N16°50'37"E 387.46'
EASEMENT AREA 65,557 SF±
N16°19'35"E 398.58'
N16°19'35"E 401.42'
N29°48'11"E 275.51'
N29°48'11"E 280.91'
N40°58'24"E 603.76'
N40°58'24"E 616.17'
N84°26'28"E 574.30'
ADVENTUS
97-239605
ALAMEDA COUNTY
POLIER/BOBLITT
POLIER/BOBLITT
VIDALIN
LAS COLINAS ROAD
N
0
300
600
1 inch = 300 ft.
LEGEND
PROPERTY LINE
EASEMENT LINE
LOT LINE
POB
POINT OF BEGINNING
(T)
TOTAL
LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA
SCOTT A. SHORTLIDGE, P.L.S. 6441
EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
SANITARY SEWER EASEMENT
CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300
SCALE: 1" = 300'
DATE: 6/14/2024
JOB NO.: 141051
G:\JOB2014\141051\SURVEY\CAD FILES\PLATS\141051-OFFSITE SSE.DWG 6/14/2024 10:35:05 AM ZACHARY SCHWARZ

DIOCESE MAIN TRAIL EASEMENT

6/3/2025

EXHIBIT E1-1
DIOCESE MAIN TRAIL EASEMENT

REAL PROPERTY SITUATE IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND BEING A PORTION OF THE PARCEL DESCRIBED IN THE GRANT DEED TO **ADVENTUS** RECORDED AS **DOCUMENT NO. 97-239605**, OFFICIAL RECORDS OF ALAMEDA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 23 AS SAID LOT IS SHOWN ON **TRACT MAP NO. 5070** RECORDED IN **BOOK 144 OF MAPS AT PAGE 36**, OFFICIAL RECORDS OF ALAMEDA COUNTY;

THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF ADVENTUS, SOUTH 73° 05' 20" EAST, 25.010 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 71° 27' 49" EAST;

THENCE CROSSING THROUGH SAID LANDS OF ADVENTUS FOR THE FOLLOWING ELEVEN (11) COURSES:

1) IN A SOUTHERLY DIRECTION, 4.339 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 647.000 FEET AND THROUGH A CENTRAL ANGLE OF 00° 23' 03" FOR THE BEGINNING OF A REVERSE CURVE;
2) IN A SOUTHWESTERLY DIRECTION, 92.832 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.000 FEET AND THROUGH A CENTRAL ANGLE OF 88° 38' 54";

3) NORTH 73° 11' 58" WEST 219.608 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

4) IN A SOUTHWESTERLY DIRECTION, 314.009 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 200.000 FEET AND THROUGH A CENTRAL ANGLE OF 89° 57' 25";

5) SOUTH 16° 50' 37" WEST, 492.541 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A SOUTHERLY DIRECTION, 79.047 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 525.000 FEET AND THROUGH A CENTRAL ANGLE OF 08° 37' 36";

7) SOUTH 25° 28' 13" WEST, 291.171 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

8) IN A SOUTHWESTERLY DIRECTION, 250.288 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 925.000 FEET AND THROUGH A CENTRAL ANGLE OF 15° 30' 12";

9) SOUTH 40° 58' 24" WEST, 411.444 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

10) IN A SOUTHERLY DIRECTION, 60.643 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 90.000 FEET AND THROUGH A CENTRAL ANGLE OF 38° 36' 24";

11) SOUTH 02° 22' 00" WEST, 77.016 FEET TO THE SOUTH LINE OF SAID LANDS OF ADVENTUS;

THENCE ALONG SAID SOUTH LINE, SOUTH 84° 26' 28" WEST, 25.241 FEET;

THENCE CROSSING THROUGH SAID LANDS OF ADVENTUS FOR THE FOLLOWING ELEVEN (11) COURSES:

1) NORTH 02° 22' 00" EAST, 80.497 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;
2) IN A NORTHERLY DIRECTION, 77.489 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 115.000 FEET AND THROUGH A CENTRAL ANGLE OF 38° 36' 24";
3) NORTH 40° 58' 24" EAST, 411.444 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
4) IN A NORTHEASTERLY DIRECTION, 243.524 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 900.000 FEET AND THROUGH A CENTRAL ANGLE OF 15° 30' 12";
5) NORTH 25° 28' 13" EAST, 291.171 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
6) IN A NORTHERLY DIRECTION, 75.283 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 500.000 FEET AND THROUGH A CENTRAL ANGLE OF 08° 37' 36";
7) NORTH 16° 50' 37" EAST, 492.541 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

8) IN A NORTHEASTERLY DIRECTION, 353.261 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 225.000 FEET AND THROUGH A CENTRAL ANGLE OF 89° 57' 25";

9) SOUTH 73° 11' 58" EAST 219.608 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

10) IN A NORTHEASTERLY DIRECTION, 54.152 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 35.000 FEET AND THROUGH A CENTRAL ANGLE OF 88° 38' 54" FOR THE BEGINNING OF A REVERSE CURVE;

11) IN A NORTHERLY DIRECTION, 3.798 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 672.000 FEET AND THROUGH A CENTRAL ANGLE OF 00° 19' 26" TO THE **POINT OF BEGINNING**

CONTAINING A LAND AREA OF **57,328 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

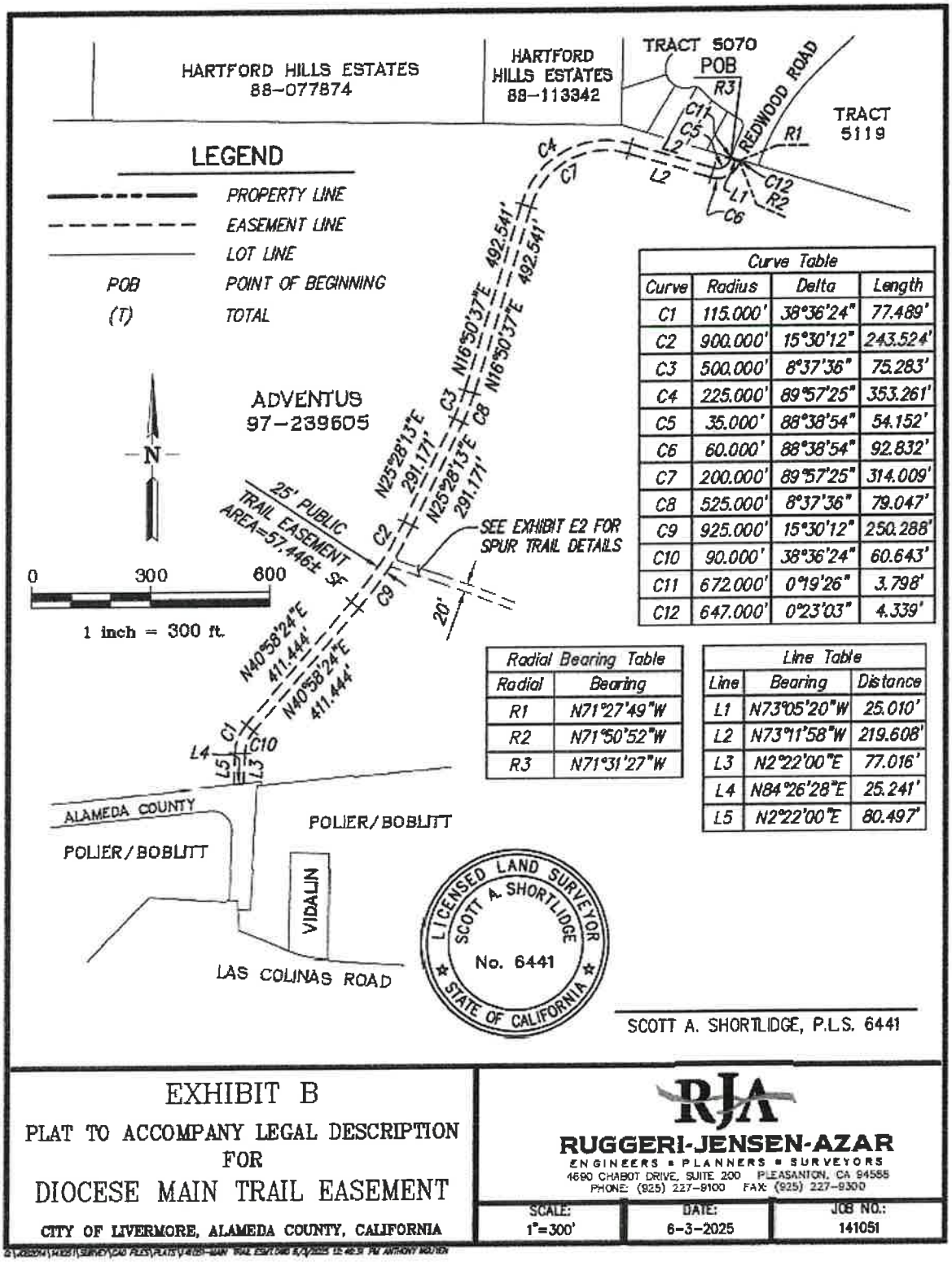
END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED BY OR UNDER THE DIRECTION OF:



DATE

SCOTT A. SHORTLIDGE



Curve Table			
Curve	Radius	Delta	Length
C1	115.000'	38°36'24"	77.489'
C2	900.000'	15°30'12"	243.524'
C3	500.000'	8°37'36"	75.283'
C4	225.000'	89°57'25"	353.261'
C5	35.000'	88°38'54"	54.152'
C6	60.000'	88°38'54"	92.832'
C7	200.000'	89°57'25"	314.009'
C8	525.000'	8°37'36"	79.047'
C9	925.000'	15°30'12"	250.288'
C10	90.000'	38°36'24"	60.643'
C11	672.000'	0°19'26"	3.798'
C12	647.000'	0°23'03"	4.339'

Radial Bearing Table	
Radial	Bearing
R1	N71°27'49"W
R2	N71°50'52"W
R3	N71°31'27"W

Line Table		
Line	Bearing	Distance
L1	N73°05'20"W	25.010'
L2	N73°11'58"W	219.608'
L3	N2°22'00"E	77.016'
L4	N84°26'28"E	25.241'
L5	N2°22'00"E	80.497'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR

DIOCESE MAIN TRAIL EASEMENT

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1"=300'	6-3-2025	141051

DIOCESE SPUR TRAIL EASEMENT

5/2/2024

EXHIBIT E2-1
DIOCESE SPUR TRAIL EASEMENT

REAL PROPERTY SITUATE IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND BEING A PORTION OF THE PARCEL DESCRIBED IN THE GRANT DEED TO **ADVENTUS** RECORDED AS **DOCUMENT NO. 97-239605**, OFFICIAL RECORDS OF ALAMEDA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN THE GRANT TO FRANK SCHMIDIG TRUST ET. AL. RECORDED ON SEPTEMBER 13, 2021, AS **DOCUMENT NO. 2021-037433**, OFFICIAL RECORDS OF ALAMEDA COUNTY, SAME CORNER BEING THE WESTERLY TERMINUS OF A LINE HAVING A BEARING OF NORTH 83° 12' 40" EAST, 1437.88 FEET ON **RECORD OF SURVEY NO. 757** RECORDED IN BOOK 13 OF RECORDS OF SURVEYS AT PAGE 9, OFFICIAL RECORDS OF ALAMEDA COUNTY;

THENCE IN AN EASTERLY DIRECTION ALONG SAID LINE, NORTH 84° 13' 25" EAST 245.413 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID LANDS OF ADVENTUS FOR THE FOLLOWING NINETEEN (19) COURSES:

1) NORTH 23° 27' 50" WEST, 12.047 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
2) IN A NORTHERLY DIRECTION, 201.339 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 310.000 FEET AND THROUGH A CENTRAL ANGLE OF 37° 12' 45";

3) NORTH 60° 40' 35" WEST, 426.625 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

4) IN A WESTERLY DIRECTION, 449.876 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 310.000 FEET AND THROUGH A CENTRAL ANGLE OF 83° 08' 54";

5) SOUTH 36° 10' 31" WEST, 182.208 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION, 162.641 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 110.000 FEET AND THROUGH A CENTRAL ANGLE OF 84° 42' 54" FOR THE BEGINNING OF A REVERSE CURVE;

7) IN A NORTHWESTERLY, DIRECTION 523.265 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2485.000 FEET AND THROUGH A CENTRAL ANGLE OF 12° 03' 53";

8) NORTH 71° 10' 28" WEST, 116.857 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

9) IN A WESTERLY DIRECTION, 13.188 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 10.000 FEET AND THROUGH A CENTRAL ANGLE OF 75° 33' 46" FOR THE BEGINNING OF A COMPOUND CURVE FROM WHICH THE CENTER BEARS NORTH 56° 44' 14" WEST;

10) IN A NORTHEASTERLY DIRECTION, 40.646 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 925.000 FEET AND THROUGH A

CENTRAL ANGLE OF 02° 31' 04" FOR THE BEGINNING OF A COMPOUND CURVE FROM WHICH THE CENTER BEARS SOUTH 59° 15' 17" EAST;

11) IN A SOUTHERLY DIRECTION, 17.788 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 10.000 FEET AND THROUGH A CENTRAL ANGLE OF 101° 55' 11";

12) SOUTH 71° 10' 28" EAST, 107.491 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

13) IN A SOUTHEASTERLY DIRECTION, 527.477 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2505.000 FEET AND THROUGH A CENTRAL ANGLE OF 12° 03' 53" FOR THE BEGINNING OF A REVERSE CURVE;

14) IN AN EASTERLY DIRECTION, 133.070 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 90.000 FEET AND THROUGH A CENTRAL ANGLE OF 84° 42' 54";

15) NORTH 36° 10' 31" EAST, 182.208 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

16) IN AN EASTERLY DIRECTION, 478.900 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 330.000 FEET AND THROUGH A CENTRAL ANGLE OF 83° 08' 54";

17) SOUTH 60° 40' 35" EAST, 426.625 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

18) IN A SOUTHEASTERLY DIRECTION, 214.328 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 330.000 FEET AND THROUGH A CENTRAL ANGLE OF 37° 12' 45";

19) SOUTH 23° 27' 50" EAST, 18.425 FEET TO THE NORTH LINE OF SAID LANDS OF ADVENTUS;

THENCE SOUTHEASTERLY ALONG SAID LINE, SOUTH 84° 13' 25" WEST 20.992 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **41,881 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

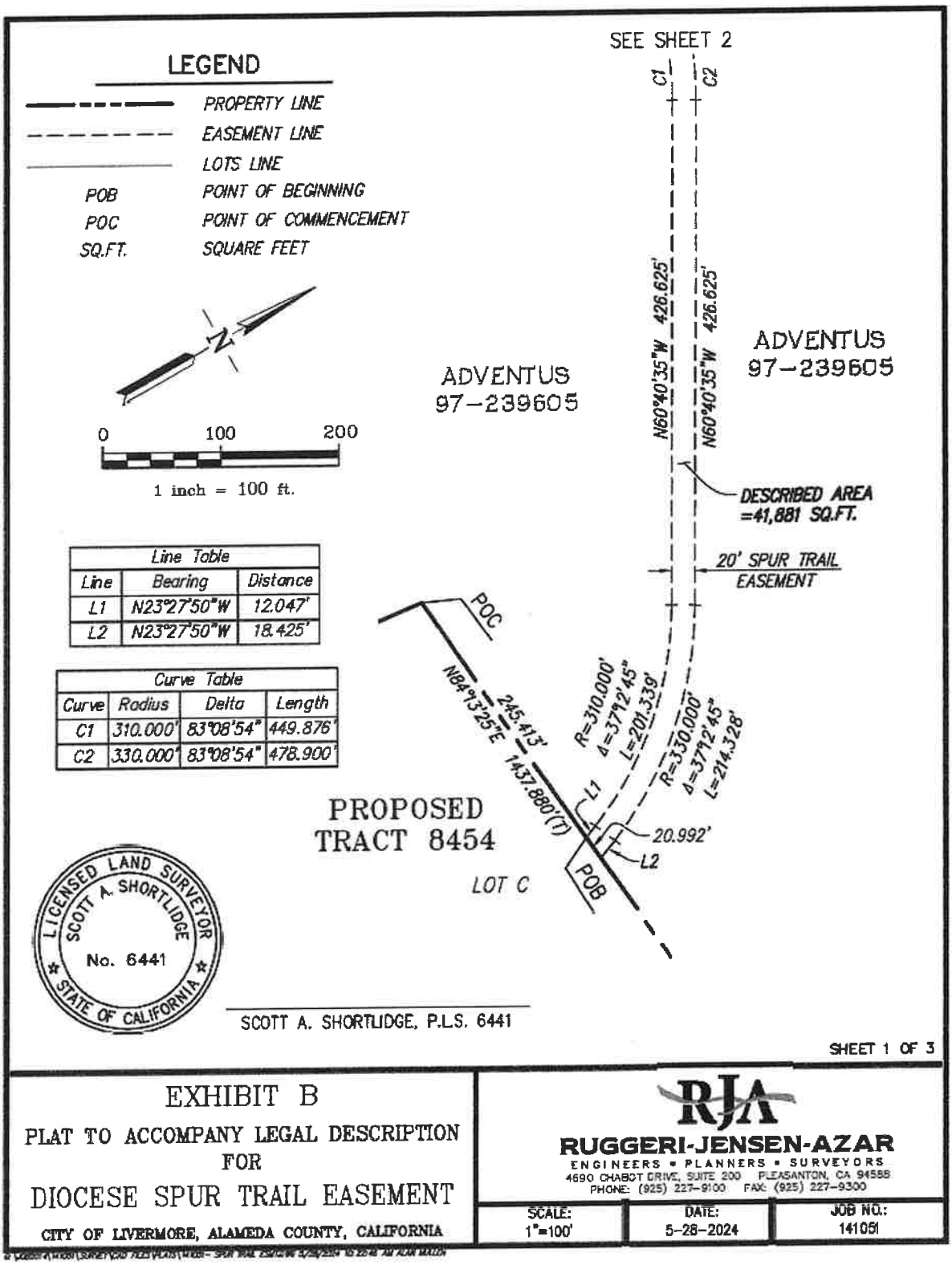
END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED BY OR UNDER THE DIRECTION OF:



DATE

SCOTT A. SHORTLIDGE



Line Table		
Line	Bearing	Distance
L1	N23°27'50"W	12.047'
L2	N23°27'50"W	18.425'

Curve Table			
Curve	Radius	Delta	Length
C1	310.000'	83°08'54"	449.876'
C2	330.000'	83°08'54"	478.900'

SCOTT A. SHORTLIDGE, P.L.S. 6441

SHEET 1 OF 3

EXHIBIT B

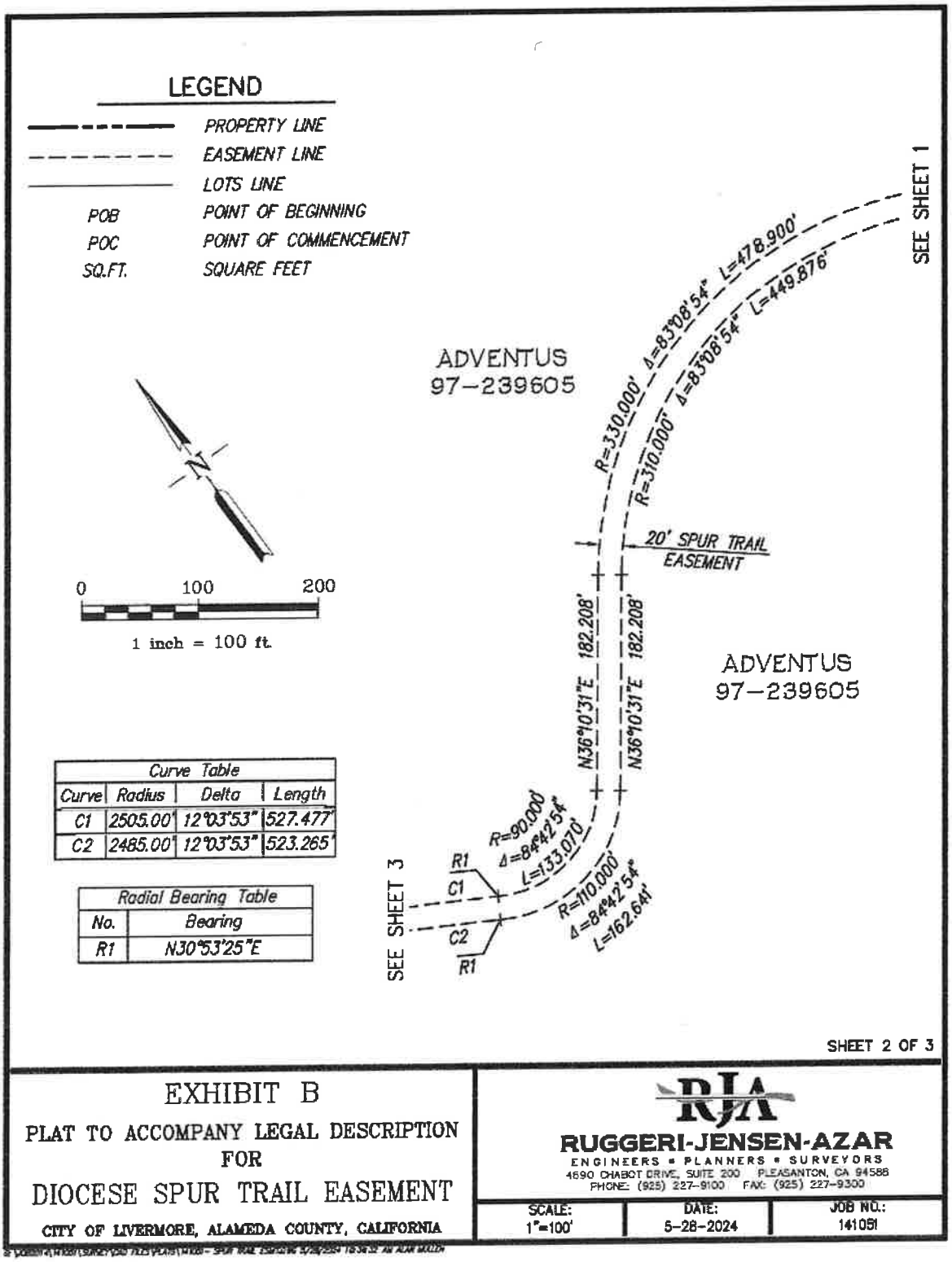
PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR

DIOCESE SPUR TRAIL EASEMENT

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1"=100'	5-28-2024	141051



Curve Table			
Curve	Radius	Delta	Length
C1	2505.00'	12°03'53"	527.477'
C2	2485.00'	12°03'53"	523.265'

Radial Bearing Table	
No.	Bearing
R1	N30°53'25"E

SHEET 2 OF 3

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
DIOCESE SPUR TRAIL EASEMENT

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
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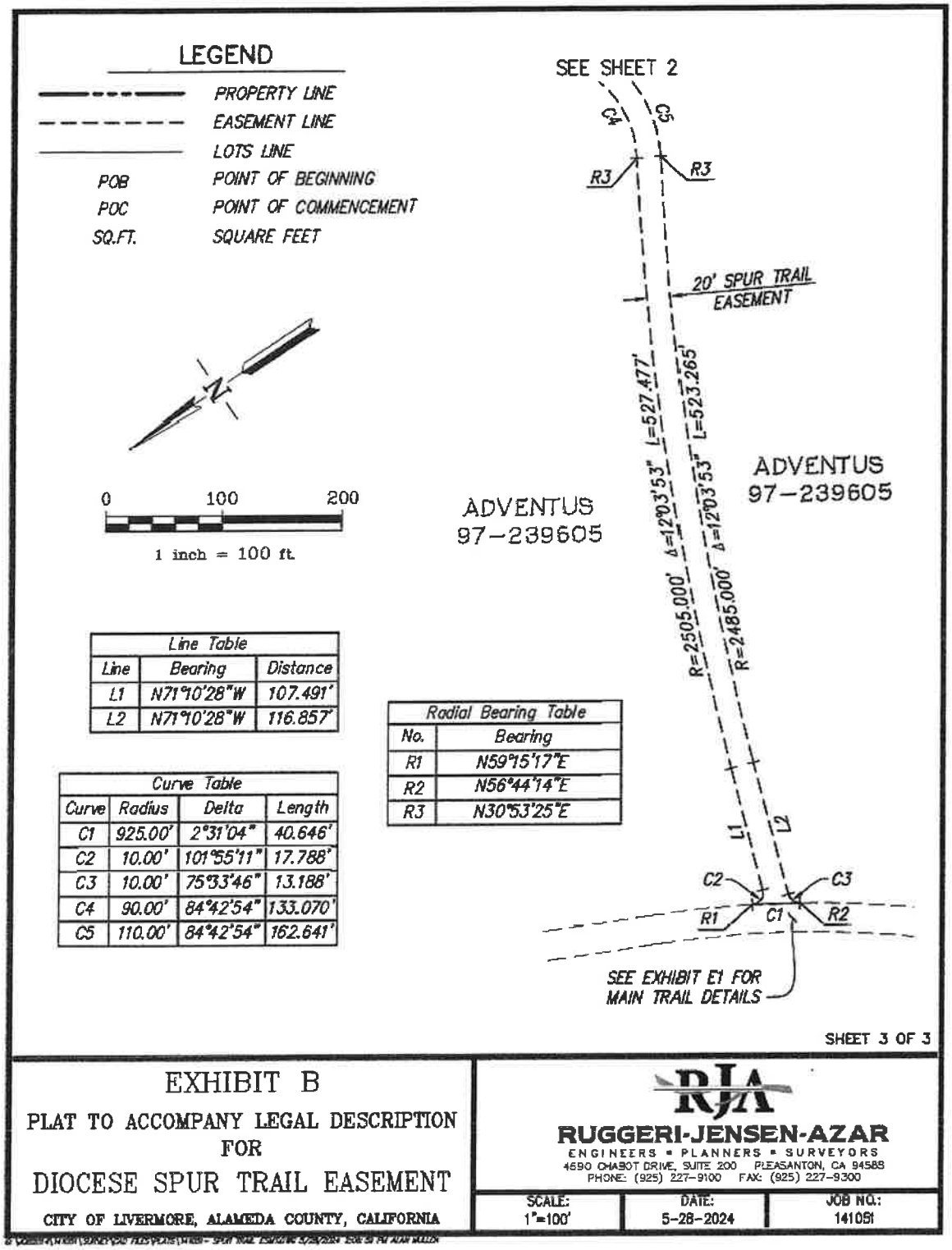
SCALE:	DATE:	JOB NO.:
1"=100'	5-28-2024	141051



Line Table		
Line	Bearing	Distance
L1	N71°10'28"W	107.491'
L2	N71°10'28"W	116.857'

Radial Bearing Table	
No.	Bearing
R1	N59°15'17"E
R2	N56°44'14"E
R3	N30°53'25"E

Curve Table			
Curve	Radius	Delta	Length
C1	925.00'	2°31'04"	40.646'
C2	10.00'	101°55'11"	17.788'
C3	10.00'	75°33'46"	13.188'
C4	90.00'	84°42'54"	133.070'
C5	110.00'	84°42'54"	162.641'

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR

DIOCESE SPUR TRAIL EASEMENT

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1"=100'	5-28-2024	14105I

LIVERMORE
CALIFORNIA

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

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Introduce an ordinance amending and revising the Building Code, Property Maintenance Code, Fire Code, Electrical Code, Mechanical Code, Plumbing Code, Residential Code, Swimming Pool and Spa Code, Wildland Urban Interface Code, and the Green Building Standards Codes in the City's Municipal Code, to adopt by reference and amend the 2025 California Building Standards Code and the codes set forth therein. No amendments are proposed to the California Residential Code or other codes currently governing residential structures. All provisions related to residential construction remain substantially similar to current regulations, with only editorial revisions that do not affect regulatory requirements.

RECOMMENDED ACTION

Staff recommends the City Council **introduce an ordinance**, and waive the first reading, with an effective date of January 1, 2026:

1. Revising and amending Chapter 15.02 (Building Code), 15.04 (Property Maintenance Code), 15.06 (Fire Code), 15.08 (Electrical Code), 15.10 (Mechanical Code), 15.12 (Plumbing Code), 15.14 (Residential Code), 15.26 (Green Building Standards Code), 15.92 (Swimming Pool and Spa Code), and 15.94 (Wildland Urban Interface Code) in the Livermore Municipal Code.
2. Adopting new Chapters 15.02 (Building Code), 15.06 (Fire Code), 15.08 (Electrical Code), 15.10 (Mechanical Code), 15.14 (Residential Code), 15.26 (Green Building Standards Code), and 15.94 (Wildland Urban Interface Code) of the Livermore Municipal Code by adopting and amending the 2025 Editions of the California Building, Fire, Electrical, Mechanical, Plumbing, Residential, Wildland Urban Interface, and Green Building Standards Codes.
3. Adopting new Chapter 15.04 (Property Maintenance Code) and 15.92 (Swimming Pool and Spa Code), of the Livermore Municipal Code by adopting and amending the 2024 edition of the International Property Maintenance Code and the 2024 edition of the International Swimming Pool and Spa Code.
4. Find that all codes adopted herein related to residential structures are “substantially similar” to the one currently in place and the Residential Code will not be amended before June 2031 in compliance with AB 130 and AB 306.

DECISION TYPE

Legislative

SUMMARY

State law mandates all local jurisdictions enforce the California State Building Standards (Title 24 of the California Code of Regulations) in the construction and maintenance of all buildings and structures. These standards include provisions of the nationally recognized model Building, Fire, Electrical, Mechanical and Plumbing Codes. These standards are updated on a tri-annual basis. The City currently enforces the 2022 California Building Standards Code. The State recently published the 2025 version of the Codes; per State law, local jurisdictions must enforce these codes with an effective date of January 1, 2026. Local amendments are permitted if they are no less restrictive than the State Code and are determined to be reasonably necessary in order to meet local climatic, geological, topographical, and environmental conditions.

This proposed ordinance amends and revises the old codes and amends and adopts the new 2025 California Building Standards Code. In addition, staff has identified a few minor administrative amendments within the Building, Fire, Electrical, and Residential codes that help to clarify the intent of pertinent code sections. These minor amendments are consistent with amendments made in previous code adoptions. Exhibit K highlights notable amendments to the code.

The recent passage of Assembly Bills AB130 and AB 306 have placed a moratorium on local amendments to the Residential Code until 2031. This code adoption does not include any new local amendments to the Residential Code or Green Building Standards Code; it is “substantially similar” to the one in place.

DISCUSSION

Under State law, various State agencies have statutory authority to develop building standards, also known as building codes. These standards are updated every three years and are adopted into Title 24 of the California Code of Regulations through the California Building Standards Commission. The California Building Standards are based primarily on model codes developed by national code development organizations known as the International Code Council (Building, Fire, Residential, Swimming Pool and Spa, Wildland Urban Interface, and Property Maintenance Codes), the National Fire Protection Association (Electrical Code), and the International Association of Plumbing and Mechanical Officials (Plumbing and Mechanical Codes). The one exception to this is the Green Building Standards Code, which is developed in its entirety by the State.

As with the State Building standards, the model codes are also updated every three years. Both the model codes and state standards are developed with extensive local government input. Livermore participates in these efforts by providing testimony on behalf of the city, region and state during national model code hearings. The City also represents local government through participation on statewide seismic design, disabled access, and code advisory committees.

Livermore is a founding member city of the Tri-Chapter Uniform Code Adoption committee, a committee comprised of Bay Area cities, whose goal is to promote regional consistency in the local amendment process. These efforts have helped to maintain regional consistency, promoting user-friendly and easily

understood construction codes throughout the Bay Area.

In addition, local jurisdictions can adopt code amendments that establish requirements above the minimum State building code requirements. These amendments are called “reach codes” and must be filed with and approved by the California Building Standards Commission (CBSC). A jurisdiction can adopt a reach code at any time; however, the most streamlined approach is to adopt the reach code concurrently with the new state building code.

Livermore’s Draft Climate Action Plan (CAP) calls for the City to adopt reach codes for all-electric buildings and electric vehicle charging in new construction. Conversations with the community during outreach for the CAP revealed overall support for these requirements in new construction. The community expressed concern about applying these requirements to additions or renovations in existing buildings due to costly upgrades that may be required, particularly in older homes with limited electrical capacity. Requiring new construction to be all-electric and to install electrical infrastructure for EV charging upfront is a more cost-effective approach.

Although the recent passage of AB 130 and AB 306 has limited the adoption of new local code amendments, the City of Livermore maintains a robust Reach Code that amended the 2022 Green Building Standards Code. This local Reach Code can remain in effect if it is unchanged from the 2022 update. The City's Reach Code established requirements for all-electric buildings in new construction and enhanced electric vehicle (EV) charging infrastructure, with limited, practical exceptions. These provisions are designed to maximize public health and environmental benefits by promoting all-electric buildings, which improve both indoor and outdoor air quality and reduce greenhouse gas emissions, particularly when powered by carbon-free and renewable energy sources. In addition, the Reach Code positions Livermore to meet the anticipated growth in electric vehicle usage by ensuring adequate charging infrastructure in new development. The Reach Code requirements do not apply to renovations or additions to existing buildings.

Exhibit K highlights the Reach Code provisions, which remain unchanged from 2022, as well as other notable amendments to the code in the areas of Building, Plumbing and Fire.

FISCAL AND ADMINISTRATIVE IMPACTS

The cost of new codebooks and the training of staff are incorporated into the related plan review and permit fee structure.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

14: Update Development Standards, Codes, and Ordinances

ATTACHMENTS

1. Ordinance
2. Exhibit A - Chapter 15.02, Building Code

3. Exhibit B - Chapter 15.04, Property Maintenance Code
4. Exhibit C - Chapter 15.06, Fire Code
5. Exhibit D - Chapter 15.08, Electrical Code
6. Exhibit E - Chapter 15.10, Mechanical Code
7. Exhibit F - Chapter 15.12, Plumbing Code
8. Exhibit G - Chapter 15.14, Residential Code
9. Exhibit H - Chapter 15.26, Green Building Standards Code
10. Exhibit I - Chapter 15.92, Swimming pool and Spa Code
11. Exhibit J - Chapter 15.94, Wildland-Urban Interface Code
12. Exhibit K - Notable Amendments to Building Standards Code

Prepared by: Franc Moufarrej
Chief Building Official

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE REVISING AND AMENDING CHAPTERS 15.02 *BUILDING CODE,* 15.04 *PROPERTY MAINTENANCE CODE,* 15.06 *FIRE CODE,* 15.08 *ELECTRICAL CODE,* 15.10 *MECHANICAL CODE,* 15.12 *PLUMBING CODE,* 15.14 *RESIDENTIAL CODE,* 15.26 *GREEN BUILDING STANDARDS CODE, 15.92 SWIMMING POOL AND SPA CODE, AND 15.94 WILDLAND URBAN INTERFACE CODE* IN THE LIVERMORE MUNICIPAL CODE, AND ADOPTING BY REFERENCE, AND AMENDING BASED UPON LOCAL CLIMATIC, GEOLOGICAL, AND TOPOGRAPHICAL CONDITIONS, THE 2025 CALIFORNIA BUILDING STANDARDS CODE SET FORTH IN TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS AND THE FOLLOWING CODES ADOPTED THEREIN - THE 2024 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL WILDLAND URBAN INTERFACE CODE,THE UNIFORM PLUMBING CODE, THE UNIFORM MECHANICAL CODE, THE 2023 EDITION OF THE NATIONAL ELECTRICAL CODE, AND THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE

Health and Safety Code Sections 17958 and 17958.5 allow the City of Livermore ("City"), by ordinance, to make modifications or changes to the State Building Standards Code and other regulations adopted pursuant to Health and Safety Code Section 17922.

Health and Safety Code Section 17958.5 requires that such changes be determined to be reasonably necessary because of local climatic, geological, or topographical conditions.

Health and Safety Code Section 17958.7 requires that the City, before making any modifications or changes pursuant to Health and Safety Code Sections 17958 and 17958.5, make an express finding that each such modification or change is needed.

Such findings must be made available as a public record and a copy thereof with each such modification or change shall be filed with the California Building Standards Commission.

The City Council hereby determines that the proposed ordinance establishes requirements greater than those set forth in the 2025 edition of the California Building Standards Code codified in Title 24 of the California Code of Regulations, as adopted by the City of Livermore and set forth in chapters 15.02 *Building Code,* 15.04 *Property Maintenance Code,* 15.06 *Fire Code,* 15.08 *Electrical Code,* 15.10 *Mechanical Code,* 15.12 *Plumbing Code,* 15.14 *Residential Code,* 15.26 *Green Building Standards Code, 15.92 Swimming Pool and Spa Code, 15.94 Wildland Urban Interface Code* in the Livermore Municipal Code.

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

Section 1. *Findings. Amendments of the 2024 International Building Code, the 2024 International Fire Code, the 2024 Uniform Plumbing Code, the 2024 International Residential Code, The 2024 International Swimming Pool and Spa Code, The 2023 National Electrical Code, and the 2025 California Green Building Standards Code are necessary to serve the public interest by reducing the risk to life and property of the citizens of Livermore because of the following conditions:*

1. *Average yearly rainfall for the City is approximately 16"-18". This rainfall normally occurs from October to April. During the summer months, there is generally no measurable precipitation. Temperatures for this dry period average from 80° to 100° Fahrenheit and are frequently accompanied by light to gusty westerly winds. The City is surrounded by 2300 acres of grasslands, which, in conjunction with the dry and windy climatic conditions, create a hazardous situation that has led to extensive grass and brush fires in recent years. With more development extending from the urban core into the grass covered areas, wind driven fires could lead to severe consequences, as has been the case on several occasions in similar areas of the State. Therefore, additions to the Livermore Building and Fire Codes are necessary.*

2. *Uniquely for a city of its size, the City is bisected by several topographical features, including two major creeks (Arroyo Las Positas and Arroyo Mocho), one railroad line (Union Pacific) and Interstate, 580. As a result, the City is divided into discrete districts, such as the Springtown area north of the freeway and the residential area southwest of the Arroyo Mocho. Traffic between these districts is channeled into several major thoroughfares which must cross the creeks, railroad tracks, and freeway, by means of bridges, overpasses or underpasses. Heavy traffic congestion on the City's major streets already act as a barrier to timely responses for fire equipment and emergency services. In the event of an accident or other emergency at one of the key points of intersection between a road and creek, or freeway, sections of the City could become isolated, or response time could be sufficiently slowed so as to increase the risk of substantial injury or damage. For example, a routine accident at Holmes Street bridge or First Street overpass would greatly reduce response times to the northeastern or southwestern portions of the City. With the inability of emergency services to guarantee rapid response to various sections of the City, it is necessary to mitigate this problem by requiring additional built-in automatic fire protection systems, which will provide for early detection and initial fire control until the arrival of the firefighting equipment and other emergency services.*

The Livermore Valley is subject to ground tremors from large seismic events on the San Andreas, Hayward, and Calaveras faults, the major active faults in the San Francisco Bay Area. In the Valley itself, and adjacent to the City of Livermore, is the active Greenville Fault. The largest recorded earthquake in this immediate area occurred on the San Andreas Fault on October 17, 1989, a 7.1 magnitude. The area also had a sequence of earthquakes on the Greenville Fault in January and February of 1980; these earthquakes

had a magnitude of from 5.5 to 5.9 on the Richter Scale. The Mount Diablo thrust fault is also a potentially active fault in the northern end of the valley. Several smaller faults in or around the City include the Las Positas Fault, the Tesla Fault, and the Livermore Fault. The U.S. Geological Survey (USGS) has identified a 70% probability of a major earthquake occurring in the region within the next 30 years. Recent earthquake damage studies, including the 1994 Northridge earthquake, have indicated the lack of adequate design and detailing as a contributing factor to damages that reduced the protection of the life-safety of building occupants.

The potential for earthquakes influences fire protection planning in several ways. First, a major seismic event would create a city-wide demand on fire protection service which would be beyond the response capacity of the fire department. This potential problem can be mitigated by requiring initial fire control through the installation of automatic fire protection systems.

In addition, the City is adjacent to the Lawrence Livermore National Laboratory and Sandia Laboratory; two facilities engaged in nuclear, energy and scientific research. Because of the presence at both sites of radioactive and other hazardous materials, the fire department's energy in the wake of an earthquake would have to be focused on stabilizing any problems at these facilities.

This also supports the need for other structures in the City to be capable of at least initial fire suppression capacity. Finally, as demonstrated above, structural damage to the overpass or bridges connecting the City's various areas would seriously delay emergency vehicle access to these areas.

Livermore is located in the Livermore Valley, which has local topographical conditions affecting air quality. The Livermore Valley is a sheltered inland valley near the eastern border of the Bay Area. The western side of the valley is bordered by hills of 1,000 to 1,500 feet in elevation with two gaps connecting the valley to the central Bay area, the Hayward Pass, and Niles Canyon. The eastern side of the valley is also bordered by hills of 1,000 to 1,500 feet in elevation with one major passage to the San Joaquin Valley at the Altamont Pass, and several secondary passages. To the north lies the Black Hills and Mt. Diablo. A northwest to southeast channel connects the Diablo Valley to the Livermore Valley. The south side of the Livermore Valley is bordered by mountains approximately 3,000 to 3,500 feet high. Maximum summer temperatures in the Livermore Valley range from the high-80s to the low-90s, with extremes in the 100s. Winter maximum temperatures range from the high-50s to the low-60s, while minimum temperatures range from the mid-to-high 30s, with extremes in the high teens and low-20s.

The Livermore Valley does have violations of federal and state air quality standards based on these local topographical conditions, as well as local climatic conditions. These local topographical and climatic conditions, combined with the local environmental condition as set forth in the Climate Change Element of the Livermore General Plan (2009), adopted herein by this reference, are the basis for the amendments to the California Building Standards Code. These conditions contribute to the Bay Area's status as a "nonattainment area" under the federal Clean Air Act for ozone and particulate matter and therefore, these air quality considerations require additional Green Building measures to amend the 2022 Green Building Standards Code (CAL Green) and adopt additional

measures "Reach Codes" for electrification and Electric Vehicle charging as applicable, to improve indoor air quality, reduce energy usage, decrease greenhouse gas emissions, and expand clean and renewable energy.

1. *Section 609.3 of the 2024 Uniform Plumbing Code is amended to prohibit the Installation of water distribution piping under concrete floor slabs within buildings, due to the corrosive nature (on this piping) of the soil within various areas of the City.*

2. *Article 210.12 of the National Electrical Code is amended to include Arc Fault Circuit Interruption (AFCI) protection to panel changeouts to mitigate fire hazards related to arcing.*

For the above reasons, taken individually and cumulatively, the City Council of the City of Livermore finds that there are building and fire hazards, as well as environmental considerations, peculiar to Livermore that require the increased fire protection, structural design, and green building standards set forth in this ordinance.

Section 2. *Adoption by Reference and Amendments.* The 2025 California Building Standards Code set forth in Title 24 of the California Code of Regulations, and the following codes adopted therein - the 2024 editions of the International Building Code, the International Fire Code, the International Property Maintenance Code, the International Residential Code, the Uniform Plumbing Code, the Uniform Mechanical Code, The Swimming Pool and Spa Code, The Wildland Urban Interface Code, the 2023 edition of the National Electrical Code, and the 2025 California Green Building Code, and amendments thereto set forth in the following chapters of the Livermore Municipal Code that are revised and amended to read as set forth in the corresponding exhibits attached hereto:

Exhibit A: Chapter 15.02, Building Code
Exhibit B: Chapter 15.04, Property Maintenance Code
Exhibit C: Chapter 15.06, Fire Code
Exhibit D: Chapter 15.08, Electrical Code
Exhibit E: Chapter 15.10, Mechanical Code
Exhibit F: Chapter 15.12, Plumbing Code
Exhibit G: Chapter 15.14, Residential Code
Exhibit H: Chapter 15.26, Green Building Standards Code
Exhibit I: Chapter 15.92, Swimming Pool and Spa Code
Exhibit J: Chapter 15.94, Wildland Urban Interface Code

Section 3. *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 4. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 5. *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 6. *Effective date.* This Ordinance shall take effect 30 days after its adoption, but the revised and amended codes will not take effect for enforcement until 12:01 a.m. on January 1, 2026, when the 2025 California Building Standards Code becomes effective. Until that date and time, the chapters amended and revised by this ordinance will remain in full force and effect for enforcement

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on September 8, 2025, 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:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

*/s/ Daniel Gonzales*_____
Daniel Gonzales
Deputy City Attorney

Exhibit A: Chapter 15.02, Building Code
Exhibit B: Chapter 15.04, Property Maintenance Code
Exhibit C: Chapter 15.06, Fire Code
Exhibit D: Chapter 15.08, Electrical Code
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Exhibit F: Chapter 15.12, Plumbing Code
Exhibit G: Chapter 15.14, Residential Code
Exhibit H: Chapter 15.26, Green Building Standards Code
Exhibit I: Chapter 15.92, Swimming Pool and Spa Code
Exhibit J: Chapter 15.94, Wildland Urban Interface Code

Chapter 15.02
BUILDING CODE

Sections:

15.02.010 Title for Citation.
15.02.020 Documents adopted by reference.
15.02.030 Amendments to International Building Code.
15.02.040 CBC Chapter 1, Division II, Title Block amended - Title block.
15.02.050 CBC Chapter 1, Division II, Section 101 amended - General.
15.02.060 CBC Chapter 1, Division II, Section 103 amended - Building and Safety.
15.02.070 CBC Chapter 1, Division 11, Section 105.2 amended - Work exempt from permit.
15.02.080 CBC Chapter 1, Division II, Section 106 amended - Floor and Roof Design Loads.
15.02.090 CBC Chapter 1, Division II, Section 109 amended - Fees.
15.02.100 CBC Chapter 1, Division II, Section 110.3.6 amended - Lath and gypsum board inspections.
15.02.110 CBC Chapter 1, Division II, Section 110.3.9 amended - Energy efficiency inspections.
15.02.120 CBC Sections 903 and 904 amended - Fire Protection Systems.
15.02.130 CBC Section 1505.1 amended - Fire Classification, Roof coverings.
15.02.140 CBC Section 1705.3 amended - Concrete Construction, exception 1.
15.02.150 CBC Section 1905.6.2 amended - Seismic Design Categories C, D, E and F
15.02.160 CBC Section 3109 adopted - Swimming Pools, Spas and Hot Tubs
15.02.170 CBC Chapter 31B adopted - Public Pools
15.02.180 Residential building permits issuance limitations.

15.02.010 Title for citation.

This chapter shall be known as the "Building Code," may be cited as such and will be referred to in this chapter as "this code."

15.02.020 Documents adopted by reference.

The International Building Code, 2024 Edition, as amended and set forth in the California Building Standards Code, Title 24 of the California Code of Regulations, published by the International Code Council is hereby adopted, together with Chapter 1 Division II, Scope and Administration and Appendices Chapters C and J, except as set forth in this chapter.

15.02.030 Amendments to International Building Code.

The International Building Code (IBC) adopted in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2025 California Building Code.

15.02.040 CBC Chapter 1, Division II Scope and Administration amended - Title block.

CBC Chapter 1, Division II, Title block shall be amended to read:
15.02.040 CBC Chapter 1, Division II Title Block shall be amended to read:

CHAPTER 1, DIVISION II

LIVERMORE BUILDING CODE ADMINISTRATIVE PROVISIONS

15.02.050 CBC Chapter 1, Division II, Section 101 amended - General.

CBC Chapter 1, Division II, Section 101 is amended to read:

SECTION 101
GENERAL

101.1 Title. These regulations shall be known as the Livermore Building Code, hereinafter referred to as "this code."

101.2 Scope.
The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

> Exception: Detached one-and two-family dwellings and multiple single-family dwelling (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than 3 stories above grade plane in height, shall comply with this code or the California Residential Code.

101.2.1 Appendices.
Provisions in the appendices shall not apply unless specifically adopted.

101.3 Purpose.
The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, health and general welfare through structural strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation, energy conservation, and for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

101.4 Referenced codes.
The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas.
The provisions of the Livermore Plumbing Code and/or the Livermore Mechanical Code shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical.
The provisions of the Livermore Mechanical Code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing.
The provisions of the Livermore Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the Livermore Plumbing Code shall apply to private sewage disposal systems.

101.4.4 Property maintenance.
The provisions of the Livermore Property Maintenance and Building Codes shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.5 Fire prevention.
The provisions of the Livermore Fire Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy.
The provisions of the Livermore Energy Code, Title 24, Part 6 shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing buildings.
The provisions of the Livermore Existing Building Code shall apply to all matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

101.4.8 Wildland-urban interface. The provisions of Part 7, the Livermore Wildland-Urban Interface code shall apply to buildings and structures built in the wildland-urban interface (WUI) or a Fire Hazard Severity Zone.

15.02.060 CBC Chapter 1, Division II, Section 103 amended - Building and Safety.

CBC Chapter 1, Division 11, Section 103 is amended to read:

SECTION 103
BUILDING AND SAFETY DIVISION

103.1 Creation of enforcement agency.
The Building and Safety Division is hereby created and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration, and enforcement of this code.

103.2 Appointment.
The building official shall be appointed by the city manager.

103.3 Deputies.
In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the building official shall have the authority to appoint related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official.

15.02.070 CBC Chapter 1, Division II, Section 105.2 amended - Work exempt from permit.

CBC Chapter 1, Division 11, Section 105.2 is amended to read:

Delete all reference to Electrical, Gas, Mechanical, and Plumbing repairs, appliances and fixtures. These items are addressed in the Livermore Electrical, Mechanical and Plumbing Codes.

15.02.080 CBC Chapter 1, Division II, Section 106 amended - Floor and Roof Design Loads.

CBC Chapter 1, Division II, Section 106 is deleted.

15.02.090 CBC Chapter 1, Division II, Section 109 amended - Fees.

CBC Chapter 1, Division II, Section 109 is amended to read:

Fees are to be set by resolution of the Livermore City Council.

All permit fees, development fees and other city fees, including, but not limited to, the tax on construction and traffic impact fees, may be waived for any permit issued for the repair of any structure as required by Chapter 15.24 (Unreinforced Masonry Building Hazard Reduction Program). Fees may be waived for reconstruction of any building removed in accordance with Chapter 15.24 when such building is replaced to replicate the structure to be removed.

15.02.100 CBC Chapter 1, Division II, Section 110.3.6 amended - Lath and gypsum board inspections.

CBC Chapter 1, Division II, Section 110.3.6 is amended to read:

110.3.6 Lath and gypsum board inspection.

The Exception is deleted.

15.02.110 CBC Chapter 1, Division II, Section 110.3.9 amended - Energy efficiency inspections.

CBC Chapter 1, Division II, Section 110.3.9 is amended to read:

110.3.9 Energy efficiency inspections.
Inspections shall be made to determine compliance with Title 24, Part 6 and shall include, but not be limited to, inspections for: envelope insulation R and U values, fenestration U value, duct system R value, and HVAC and water-heating equipment efficiency.

15.02.120 CBC Sections 903 and 904 amended - Fire Protection Systems.

Sections 903 and 904 are amended as amended in sections 903 and 904 of the Livermore Fire Code (LMC Chapter 15.06).

15.02.130 CBC Section 1505.1 amended - Fire Classification, Roof coverings.

Section 1505.1 is amended by adding the following paragraph:

Roof covering shall be fire retardant minimum Class B or higher for all buildings regardless of type of construction.

15.02.140 CBC Section 1705.3 amended - Concrete Construction, exception 1.
Section 1705.3, exception 1 is amended to read:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f'c, no greater than 2,500 pounds per square inch (psi) (17.2Mpa).

15.02.150 CBC Section 1905.6.2 amended - Seismic Design Categories C, D, E and F

Section 1905.6.2 is amended to read:

1905. 6.2 Seismic Design Categories C, D, E and F. Structures assigned to Seismic Design Category C, D, **E or F** shall not have elements of structural plain concrete, except as follows:

1. Isolated footings of plain concrete supporting pedestals or columns are permitted, provided that the projection of the footing beyond the face of the supported member does not exceed the footing thickness.
Exception: In detached one- and two-family dwellings three stories or less in height, the projection of the footing beyond the face of the supported member is permitted to exceed the footing thickness.

2. Plain concrete footings supporting walls are permitted, provided that the footings have not fewer than two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. For footings that exceed 8 inches (203mm) in thickness, not fewer than one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.

15.02.160 CBC Section 3109 adopted - Swimming Pools, Spas and Hot Tubs

CBC Section 3109 adopted in its entirety.

15.02.170 CBC Chapter 31B adopted - Public Pools

CBC Chapter 31B adopted in its entirety.

15.02.180 Residential building permits issuance limitations.

The following language is inserted in accordance with the provisions of a voter-approved initiative ordinance, dated April 11, 1972.

A. The people of the city find and declare that it is in the best interest of the city, in order to protect the health, safety, and general welfare of the citizens of the city, to control residential building permits in the said city. Residential building permits include single-family residential, multiple residential, and trailer court building permits within the meaning of this code. Additionally, it is the purpose of this initiative measure to contribute to the solution of air pollution in the city.

B. The specific reasons for the proposed petition are that the undersigned believe that the resulting impact from issuing residential building permits at the current rate results in the following problems mentioned below. Therefore, no further residential building permits are to be issued by the said city until satisfactory solutions, as determined in the standards set forth, exist to all the following problems:

    1. Educational facilities. No double sessions in the schools or overcrowded classrooms as determined by the California Education Code.
    2. Sewage. The sewage treatment facilities and capacities meet the standards set by the Regional Water Quality Control Board.
    3. Water supply. No rationing of water with respect to human consumption or irrigation and adequate water reserves for fire protection are existing.

Chapter 15.04
PROPERTY MAINTENANCE CODE

Sections:

15.04.010 Title for citation.
15.04.020 Documents adopted by reference.
15.04.030 Amendments to the International Property Maintenance Code.
15.04.040 IPMC Chapter 1 amended.
15.04.050 IPMC Chapter 2 amended.
15.04.060 IPMC Chapter 3 amended.
15.04.070 IPMC Chapter 4 amended.
15.04.080 IPMC Chapter 5 amended.
15.04.090 IPMC Chapter 6 amended.
15.04.100 IPMC Chapter 7 amended.

15.04.010 Title for citation.

This chapter shall be known as the "property maintenance code," may be cited as such and will be referred to in this chapter as "this code."

15.04.020 Documents adopted by reference.

The International Property Maintenance Code, 2024 Edition, published by the International Code Council is hereby adopted. Where this chapter is inconsistent with state law then in that instance the provisions of the state law shall prevail.

15.04.030 Amendments to International Property Maintenance Code.

The International Property Maintenance Code (IPMC) adopted in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter.

15.04.040 IPMC Chapter 1 amended.

Chapter 1 is amended as follows:

Sections 102.3, 102.8, 103, 106, 109.7, 109.8, 110.4, 110.5, 110.6, 111 are deleted.

Each reference to the International Building Code is replaced with The California Building Code. Each reference to the International Existing Building Code is replaced by the California Existing Building Code. Each reference to the International Fire Code is replaced by the California Fire Code. Each reference to the International Fuel Gas and International Plumbing Codes is replaced by the California Plumbing Code. Each

reference to the International Mechanical Code is replaced by the California Mechanical Code. Each reference to the International Residential Code is replaced by the California Residential Code. Each reference to the International Zoning Code is replaced by the Livermore Development Code.

15.04.050 IPMC Chapter 2 amended.

Chapter 2 is amended as follows:

Each reference to the International Building Code is replaced with The California Building Code. Each reference to the International Existing Building Code is replaced by the California Existing Building Code. Each reference to the International Fire Code is replaced by the California Fire Code. Each reference to the International Fuel Gas and International Plumbing Codes is replaced by the California Plumbing Code. Each reference to the International Mechanical Code is replaced by the California Mechanical Code. Each reference to the International Residential Code is replaced by the California Residential Code. Each reference to the International Zoning Code is replaced by the Livermore Development Code.

15.04.060 IPMC Chapter 3 amended.

Chapter 3 is amended as follows:

Sections 302.4, 302.8, 304.14, 304.18, and 309 are deleted.

Section 303.2 is amended to read:
Every person in possession of land within the city, either as owner, purchaser under contract, lessee, tenant or licensee, upon which is situated a private or public swimming pool or spa, shall at all times maintain an enclosure and safety device in accordance with chapter 31 Section 3109 (Swimming Pools, Spas and Hot Tubs) and Chapter 31B (public swimming pools) of the California Building Code.

15.04.070 IPMC Chapter 4 amended.

Chapter 4 is amended as follows:

Sections 404.6 and 404.7 are deleted.

15.04.080 IPMC Chapter 5 amended.

Chapter 5 is amended as follows:

Each reference to the International Plumbing Code shall be replaced with the California Plumbing Code

Section 506.3 Grease interceptors amend to read:

Grease interceptors shall comply with section 1014 of the California Plumbing Code.

15.04.090 IPMC Chapter 6 amended.

Chapter 6 is amended as follows:

Each reference to the International Mechanical Code is replaced by the California Mechanical Code.

15.04.100 IPMC Chapter 7 amended.

Chapter 7 is amended as follows:

Each reference to the International Building Code is replaced with The California Building Code. Each reference to the International Fire Code is replaced by the California Fire Code. Each reference to the International Residential Code is replaced by the California Residential Code.

Chapter 15.06
FIRE CODE

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15.06.010 Title for citation

These regulations shall be known as the "Livermore Fire Code," hereinafter referred to as "this code."

15.06.020 Documents adopted by reference

A. The International Fire Code, 2024 Edition, as amended and set forth in the California Code of Regulations, Title 24, Part 9, published by the International Code Council, is hereby adopted, together with Appendices D, E (informational purposes), F, and H, except as set forth in this chapter.

    1. Only those sections, including applicable amendments, of Chapter 4 and Chapter 11 adopted by the California Office of the State Fire Marshal (SFM) as identified in the applicable adoption matrix shall be adopted.

B. The International Fire Code (IFC) adopted by reference for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2025 California Fire Code.

C. These regulations shall be known as the Livermore Fire Code, hereinafter referred to as "this code."

D. Where there is a reference in the code to the "fire official," "fire code official" or "authority having jurisdiction," it shall mean the "Fire Chief' or, in the absence of the fire chief, the Fire Marshal.

15.06.030 Amendments to the International Fire Code

The 2024 International Fire Code (IFC) adopted in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2025 California Fire Code.

15.06.040 CFC Chapter 1, Division II, 103.1 amended - Creation of agency

Section 103.1 is amended to read:

The Livermore-Pleasanton Fire Department is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

15.06.050 CFC Chapter 1, Division II, **Table 105.5.9 amended - Permit Amounts for Compressed Gases**

Table 105.5.9 is amended to read:

Type of Gas	Amount (cubic feet at NTP)
Carbon dioxide used in carbon dioxide enrichment systems	875 (100 lb.)
Carbon dioxide used in insulated carbon dioxide beverage dispensing applications	875 (100 lb.)
Corrosive	200
Flammable (except cryogenic fluids and LPG)	200
Highly Toxic	Any amount
Inert, carbon dioxide (not otherwise permitted above), simple asphyxiant and other gases with a 1,000 cubic foot threshold for the HMBP program	1,000
Moderately Toxic	Any amount
Oxidizing (including oxygen)	200
Pyrophoric	Any amount
Toxic	Any amount
All other gases not otherwise permitted above subject to HMBP reporting (per material)	200

15.06.060 CFC Chapter 1, Division II, **Table 105.5.11 amended - Permit Amounts for Cryogenic Fluids.**

Table 105.5.11 is amended to read:

Type of Cryogenic Fluid	Cubic feet at NTP
Corrosive	Any Amount
Flammable	Any Amount
Inert, simple asphyxiant, and other gases with a 1,000 cubic foot threshold for the HMBP program	1,000
Oxidizing (including oxygen)	200
Physical or health hazard not indicated above	Any amount

All other materials not otherwise permitted above subject to HMBP requirements (per material)	200

15.06.070 CFC Chapter 1, Division II, **Section 105.5.18 Item 3 amended - Flammable and combustible liquids.**

Section 105.5.18 Item 3 is amended to read:

3. To store, handle or use Class II or Class IIIA liquids in excess of 25 gallons except for fuel oil in the fuel tanks of portable equipment.

15.06.080 CFC Chapter 1, Division II, **Section 105.5.18 Item 12 added - Permit Amounts for Hazardous Materials, Flammable and Combustible Liquids and Gases at Residential Occupancies**

Section 105.5.18 Item 12 is added to read:

12. Storage of flammable and combustible liquids and flammable gases at Group R occupancies are limited as follows:

12.1. Outside storage of flammable liquids (including gasoline) is limited to 30 gallons.

12.2. Outside storage of combustible liquids (including diesel and kerosene) is limited to 55 gallons.

Exception: Emergency generators used for life safety purposes.

12.3. Outside storage of compressed and liquefied flammable gas is limited to 15 gallons or 540 cubic feet.

Exceptions:

a. Emergency generators used for life safety purposes.
b. Fixed gas supply for occupancies not provided with natural gases services. Amounts over 1,000 gallons must be approved by the fire official.

12.4. Manufacture of Biodiesel and Methanol at Residential Occupancies. The manufacture of biodiesel and methanol is prohibited in Residential Occupancies and in U Occupancies associated with Residential Occupancies both inside and outside buildings.

15.06.090 CFC Chapter 1, Division II, **Table 105.5.22 amended - Permit Amounts for Hazardous Materials.**

Table 105.5.22 is amended to add:

Moderately toxic gas	20 cubic Feet
Irritants and Sensitizers	550 gallons (liquids) 5000 pounds (solids)
Other materials subject to HMBP requirements	55 gallons (liquids) 500 pounds (solids)

15.06.100 CFC Chapter 1, Division II, Section 105.5.59 Item 4 added- Radioactive Materials.

Section 105.5.59 Item 4 is added to read:

4. Radioactive Materials. To store or handle more than one micro curie (37,000 Becquerel) of radioactive material not contained in a sealed source or more than 1 mill curie (37,000,000 Becquerel) of radioactive material in a sealed source or sources, or any amount of radioactive material for which a specific license from the Nuclear Regulatory Commission is required.

15.06.110 CFC Chapter 1, Division II, Section 112 deleted - Means of Appeals.

Section 112 is deleted.

15.06.120 CFC Chapter 1, Division II, 113.4 amended - Violation penalties

Section 113.4 is amended to read:

113.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents, or directive of the fire code official, or of a permit, or certificate used under provisions of this code, shall be punished in accordance with the fines and penalties established by the Livermore Municipal Code and/or, as specified by California Government Code, Section 36900. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

15.06.130 CFC Chapter 1, Division II, Section 116 added - Unauthorized Discharges.

Section 116 is added to read:

Unauthorized Discharges. The Livermore-Pleasanton Fire Department may charge fees to recover the cost of response to incidents involving the discharge or the threatened discharge of a hazardous (or suspected hazardous) material.

15.06.140 CFC Chapter 2 Definitions amended - Hazardous Materials

The definition of Hazardous Materials is amended as follows:

HAZARDOUS MATERIALS. Those chemicals or substances which are physical hazards or health hazards as defined and classified in this chapter and/or are compressed gases, whether the materials are in usable or waste condition.

15.06.150 CFC Chapter 2 Definitions amended - Health Hazard

The definition of Health Hazard is amended as follows:

HEALTH HAZARD. A classification of chemical for which there is statistically significant evidence that acute or chronic health effects are capable of occurring in exposed persons. The term "health hazard" includes chemicals that are moderately toxic, toxic, highly toxic, or corrosive.

15.06.160 CFC Chapter 2 Definitions added - Maximum Threshold Quantity

The definition of Maximum Threshold Quantity is added as follows:

Maximum Threshold Quantity. The following formula shall be used to calculate the maximum threshold quantity for toxic, highly toxic, and moderately toxic gases:

Max TQ (lbs.)= LC50 (ppm) x 2 lb.

For gas mixtures containing one or more toxic, highly toxic or moderately toxic components, the LC50 shall be calculated using CGA Standards P-20 and P-23.

15.06.170 CFC Chapter 2 Definitions added - Moderately Toxic Gas

The definition of Moderately Toxic Gas is added as follows:

Moderately Toxic Gas. A chemical or substance that has a medial lethal concentration (LC50) in air of more than 2,000 parts per million but not more than 5,000 parts per million by volume of gas or vapor, when administered by continuous inhalation for an hour, or less if death occurs within one hour, to albino rats weighing between 200 and 300 grams each.

15.06.180 CFC Section 603.10 added - Multiple Sources of Non-Utility Electricity

Section 603.10 is added to read:

603.10 Multiple Sources of Non-Utility Electricity. When a facility has more than one source of non-utility-based electrical utility power, including emergency and standby power systems, a written shutdown plan shall be provided. A copy of the plan will be posted at or near the main electrical panel in a location approved by the Fire Department. A copy of the plan will be provided in a format acceptable to the Fire Department.

15.06.190 CFC Section 611 added - Immersion Heaters.

Section 611 is added to read:

611 Immersion Heaters. All electrical immersion heaters used in dip tanks, sinks, vats, and similar operations shall be provided with approved over-temperature controls and low liquid level electrical disconnects. Manual reset of required protection devices shall be provided.

15.06.200 CFC Section 901.6.4 added - Prevention of False Alarms

901.6.4 is added to read:

901.6.4 Prevention of False Alarms.

1. It is unlawful for any property owner or licensed contractor to fail to notify the police/fire department dispatch center prior to any test, installation, repair, modification, addition, or maintenance of any fire alarm or fire extinguishing system which could result in the transmission of an unwanted alarm.
2. The fire department may charge fees that reasonably constitute the cost of response to unwanted alarms when it is determined that the report is malicious or resulting from the failure to maintain a fire protection alarm system.

15.06.210 CFC Section 903.2 amended - Automatic Sprinkler Systems

903.2 is deleted and replaced with the following:

903.2 Where required.

1. Automatic fire extinguishing systems shall be provided in all new buildings and structures, including any detached or attached structure added to a parcel of land already containing automatic extinguishing system protected buildings.

   Exception:

   a. Detached U Occupancies, other than trash enclosures, that do not exceed 400 square feet of floor area.
   b. Trash enclosures that have been exempted by the fire code official or that meet the following conditions:

i. The enclosure, including the cover and door, are constructed of non-combustible materials.
ii. The enclosure does not exceed 180 square feet in size
iii. The enclosure is stand-alone structure, be a minimum of 20 feet from adjacent buildings and a minimum of 10 feet from property line(s).
iv. The enclosure is used exclusively for waste garbage contained within approved trash containers. No outdoor storage is permitted within the trash enclosure,

c. Photo Voltaic Arrays covering parking stalls only.

2. Existing commercial or industrial buildings not currently provided with automatic fire extinguishing systems shall be provided with an automatic fire extinguishing system as follows:

a) When modification to the building results in a 50% or greater increase of the total floor area of the building or brings the over total of floor area of the building to more than 8,000 square feet, the entire building shall be provided with an automatic fire extinguishing system.

Exception:

Additions providing accessory storage space not greater than 500 square feet in area to an existing non-fire sprinklered building or solely for the purpose of providing accessibility shall not result in a requirement that the building be provided with an automatic extinguishing system.

b) When a change in occupancy classification results in an increased fire hazard or-risk to business operations, or increased life safety hazard of the occupants, the new occupancy and all fire areas that the new occupancy exits through shall be provided with an automatic extinguishing system.

Exception:

Public assembly occupancies not exceeding an occupant load of 150, whether occupying an entire building or a portion of a building that located in single story buildings.

3. Existing residential buildings not currently provided with automatic fire extinguishing systems shall be provided with an automatic fire extinguishing system as follows:

a. When a modification or modifications to the building results in a 50% or greater increase of the total original approved floor area of the building.
b. In the garage when a new attached or detached garage is added, and the modification does not otherwise require the addition of an automatic fire protection system throughout the building.

15.06.220 CFC Section 903.3.1.2.3 amended - NFPA 13R Sprinkler Systems.

Section 903.3.1.2.3 is amended to read:

903.3.1.2.3 Attics. Automatic fire sprinklers shall be provided in all attic areas.

15.06.230 CFC Section 903.3.1.3 amended - NFPA 13D Sprinkler Systems.

Section 903.3.1.3 is amended to read:

903.3.1.3 NFPA 13D sprinkler systems. Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D *as amended in Chapter 80.*

In addition to the provisions of NFPA 13D, the automatic fire sprinkler system shall be designed, and sprinklers shall be installed in the following additional locations:

1. Attic shall be provided intermediate temperature-rated residential fire sprinklers for detection coverage and located at a spacing equivalent to 30 feet by 30 feet centers and maximum of 15 feet from outside walls.
2. Fire sprinklers shall be provided in garages. Fire sprinklers shall be intermediate rated, quick response, with a maximum coverage of 130 square feet per sprinkler.
3. Any bathroom located under a stairway, regardless of the bathroom's size.
4. Any closet located under a stairway regardless of the closet's size or surfacing materials.

15.06.240 CFC Section 3208.3.1 amended - Flue space protection.

Section 3208.3.1 is amended to read:

3208.3.1 Flue space protection. Flue spaces required by Table 3208.3 above the first tier of storage in single-, double- or multiple-row rack storage installation shall be equipped with approved protection devices. Such devices shall not be removed or modified. Such devices must be repaired or replaced if damaged.

15.06.250 CFC Section 5001.5.1.1 added - Hazardous Materials Management Plan (HMMP)

Section 5001.1.1 is added to read:

Hazardous Materials Management Plan (HMMP). The HMMP shall comply with California Health and Safety Code, Chapter 6.95, Sections 25500 through 25545, and California Code of Regulations, Title 19, Division 2, Chapter 4.

15.06.260 CFC Section 5001.5.2.1 added - Hazardous Materials Inventory Statement (HMIS).

Section 5001.2.1 is added to read:

Hazardous Materials Inventory Statement (HMIS). The HMIS shall comply with California Health and Safety Code, Chapter 6.95, Sections 25500 through 25545, and California Code of Regulations, Title 19, Division 2, Chapter 4.

15.06.270 CFC Section 5001.5.3 added - Hazardous Materials Business Plan (HMBP) Reporting Thresholds.

Section 5001.5.3 is added as follows:

In addition to the reporting requirements of California Health and Safety Code, Chapter 6.95, Sections 25500 through 25545, and California Code of Regulations, Title 19, Division 2, Chapter 4, regulated facilities are required to report any amount of highly toxic, toxic, and moderately toxic gases, oxidizing materials Class 4, oxidizing materials Class 3, unstable (reactive) Class 4, unstable (reactive) Class 3, pyrophoric materials, water reactive Class 3.

15.06.280 CFC Section 5003.2.10 added - Biodiesel and methanol equipment

Section 5003.2.10 is added to read:

5003.2.10 Biodiesel and methanol equipment. Biodiesel and methanol manufacturing/processing equipment shall be listed or approved. Such equipment shall at a minimum adequately address electrical system, materials of construction, ventilation, seismic and process control and shut-down safety issues.

15.06.290 CFC Section 5003.5.2 added - Ventilation ducting.

Section 5003.5.2 is added to read:

5003.5.2 Ventilation ducting. Product conveying ducts for venting hazardous materials operations shall be labeled with the hazard class of the material being vented and the direction of flow.

15.06.300 CFC Section 5003.5.3 added - H Occupancies.

Section 5003.5.3 is added to read:

5003.5.3 H Occupancies. In "H" occupancies, all piping and tubing may be required to be identified when there is any possibility of confusion with hazardous materials transport tubing or piping. The identification label must include the product/waste name

and flow direction indicator. Labels to be placed no less than once every 20 feet of piping and at changes of direction.

15.06.310 CFC Section 5003.14 added - Automatic Filling of Tanks.

Section 5003.14 is added to read:

5003.14 Automatic Filling of Tanks. Systems that automatically fill flammable or combustible liquid tanks shall be equipped with approved overfill protection that sends an alarm signal to a location that is normally occupied during normal business hours and immediately stops the filling of the tank. The alarm signal and automatic shutoff shall be tested in a manner acceptable to the fire code official on an annual basis and records of such testing shall be maintained on-site for a period of five (5) years.

Exception: Emergency generator tanks

15.06.320 CFC Section 5005.5 added - Emergency Alarms, supervision and monitoring

Section 5005.5 is added as follows:

5005.5 Emergency alarms, supervision and monitoring. Emergency alarms, supervision and monitoring shall be provided in accordance with Sections 5004.9 and 5004.10.

15.06.330 CFC Section 5601.1.3 amended - Fireworks.

Section 5601.1.3 is amended as follows:

5601.1.3 Fireworks. The possession, manufacturing, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Exception 1 is deleted.
2. Exception 2 is deleted.
3. No amendment
4. Exception 4 is deleted.
5. Snap caps and party poppers classified by the California Office of the State Fire Marshal (SFM) as pyrotechnic devices.

15.06.340 CFC Section 5704.2.7.5.8 amended - Exception.

Section 5704.2.7.5.8, Exception, is amended to read:

Exception: Outside aboveground tanks with a capacity of 100 gallons (378 L) or less.

15.06.350 CFC Chapter 60 Title

Chapter 60's title is hereby amended to read:

CHAPTER 60
HIGHLY TOXIC AND TOXIC MATERIALS
AND MODERATELY TOXIC GASES INCLUDING THOSE USED AS
REFRIGERANTS

15.06.360 CFC Section 6004.1 amended - General

Section 6004.1 is hereby amended to read:

6004.1 General. Materials that are stored and used as a gas whether or not the material meets the definition of a compressed gas, and that meet the definition of a highly toxic, toxic or moderately toxic gas shall comply with Section 6004.

Performance based design alternatives may be used for refrigeration systems.

Moderately toxic gases with an LC50 less than or equal to 3,000 parts per million shall comply with the requirements for toxic gases in Sections 6004.2.2.1 through 6004.2.2.10.4.

Moderately toxic gases with an LC50 more than 3000 parts per million but not greater than 5000 parts per million and exceeding the maximum threshold quantity, as determined by Section 6004.1.6, shall comply with the requirements for toxic gases in Sections 6004.2.2.1 through 6004.2.2.7.

The minimum threshold quantity for highly toxic, toxic and moderately toxic gases, vapors and mists for indoor and exterior storage and use are set forth in Table 6004.1.

Table 6004.1
Minimum Threshold Quantities for Highly Toxic, Toxic and Moderately Toxic Gases

Highly Toxic	0
Toxic	10 cubic feet
Moderately Toxic	20 cubic feet

15.06.370 CFC Section 6004.1.2 amended - Gas Cabinets

Section 6004.1.2 is amended to read:

6004.1.2 Gas cabinets. Gas cabinets containing highly toxic, toxic or moderately toxic gases shall comply with Section 5003.8.6 and the following requirements:

[balance to remain the same]

15.06.380 CFC Section 6004.1.3 amended - Exhausted Enclosures

Section 6004.1.3 is amended to read:

6004.1.3 Exhausted enclosures. Exhausted enclosures containing highly toxic, toxic or moderately toxic gases shall comply with Section 5003.8.5 and the following requirements:

[balance to remain the same]

15.06.390 CFC Sections 6004.1.4 added - Automatic shut-off valve

Section 6004.1.4 is added to read:

6004.1.4 Automatic shut-off valve. An automatic shut-off valve, which is of a fail-safe to close design, shall be provided to shut off the supply of highly toxic gases as close as possible to the supply container for any of the following:

1. Activation of a manual fire alarm system.
2. Activation of the gas detection system.
3. Failure of emergency power.
4. Failure of primary containment.
5. Seismic activity.
6. Failure of required ventilation.
7. Manual activation at an approved remote location.

15.06.400 CFC Section 6004.1.5 added - Annual Maintenance

Section 6004.1.5 is added to read:

6004.1.5 Annual Maintenance. All safety control systems at a facility shall be maintained in good working condition and tested not less frequently than annually. Maintenance and testing shall be performed by persons qualified to perform the maintenance and tests. Maintenance records and certifications shall be kept for a minimum of three years and shall be made available to any representative of the Livermore-Pleasanton Fire Department for inspection upon request.

15.06.410 CFC Section 6004.1.6 added - Maximum threshold quantity

Section 6004.1.6 is added to read:

6004.1.6 Maximum threshold quantity. Toxic gases stored or used in quantities exceeding the maximum threshold quantity in a single vessel per control area or outdoor control area or H-Occupancy shall comply with the additional requirements for highly toxic gases of Section 6004 of this code.

Moderately toxic gases stored or used in quantities exceeding the maximum threshold quantity in a single vessel per control area or outdoor control area or H-Occupancy shall comply with the additional requirements for toxic gases of Section 6004 of this code.

15.06.420 CFC Section 6004.1.7 added - Reduced flow valve

Section 6004.1.7 is added to read:

6004.1.7 Reduced flow valve. All containers of materials other than lecture bottles containing highly toxic material and having a vapor pressure exceeding 29 psi shall be equipped with a reduced flow valve when available. If a reduced flow valve is not available, the container shall be used with a flow-limiting device. All flow limiting devices shall be part of the valve assembly and visible to the eye when possible; otherwise, they shall be installed as close as possible to the cylinder source.

> **Exception:** When the process use rate is approximately equal to the maximum flow rate of the cylinder/tank valve.

15.06.430 CFC Section 6004.1.8 added - Fire extinguishing systems

Section 6004.1.8 **Fire extinguishing systems** is added to read:

6004.1.8 Fire extinguishing systems. Buildings and covered exterior areas for storage and use areas of materials regulated by this Chapter shall be protected by an automatic fire sprinkler system in accordance with NFPA 13. The design of the sprinkler system for any room or area where highly toxic, toxic and moderately toxic gases are stored, handled or used shall be in accordance with Section 5004.5.

15.06.440 CFC Section 6004.1.9 added - Local gas shut off

Section 6004.1.9 **Local gas shut off** is added to read:

6004.1.9 Local gas shut off. Manual activation controls shall be provided at locations near the point of use and near the source, as approved by the fire code official. The fire code official may require additional controls at other places, including, but not limited to, the entry to the building, storage or use areas, and emergency control stations. Manual activated shut-off valves shall be of a fail-safe-to-close design.

15.06.450 CFC Section 6004.1.10 added - Exhaust ventilation monitoring

Section 6004.1.10 **Exhaust ventilation monitoring** is added to read:

6004.1.10 Exhaust ventilation monitoring. For highly toxic gases, toxic and moderately toxic gases exceeding minimum threshold quantities, a continuous monitoring system shall be provided to assure that the required exhaust ventilation rate is maintained. The system shall monitor actual air flow in the exhaust system. The monitoring system shall initiate a local alarm. The alarm shall be both visual and audible and shall be designed to provide warning both inside and outside of the interior storage, use, or handling area.

15.06.460 CFC Section 6004.1.11 added - Emergency response plan

Section 6004.1.11 **Emergency response plan** is added to read:

6004.1.11 Emergency response plan. If the preparation of an emergency response plan for the facility is not required by any other law, responsible persons shall prepare, or cause to be prepared, and filed with the fire code official, a written emergency response plan. If the preparation of an emergency response plan is required by other law, a responsible person shall file a copy of the plan with the fire code official.

15.06.470 CFC Section 6004.1.12 added - Emergency Response Liaisons

Section 6004.1.12 **Emergency Response Liaisons** is added to read:

6004.1.12 Emergency Response Liaisons. Responsible persons shall be designated and trained to be liaison personnel for the Livermore-Pleasanton Fire Department. There persons shall aid the Fire Department in preplanning emergency responses and understanding the materials and operations utilizing the gases.

15.06.480 CFC Section 6004.1.13 added - Emergency Drills

Section 6004.1.13 **Emergency Drills** is added to read:

6004.1.13 Emergency Drills. Emergency drills of the on-site emergency response personnel and liaisons shall be conducted on a regular basis but not less than every six months. Records of drills conducted shall be maintained for three years.

15.06.490 CFC Section 6004.1.14 added - Cylinder leak testing

Section 6004.1.14 **Cylinder leak testing** is added to read:

6004.1.14 Cylinder leak testing. Cylinders shall be tested for leaks immediately upon delivery and again immediately prior to departure. Testing shall be approved by the fire code official in accordance with appropriate nationally recognized industry standards and practices, if any. Appropriate remedial action shall be immediately undertaken when leaks are detected.

15.06.500 CFC Section 6004.1.15 added - Inert gas purge system

Section 6004.1.15 is added to read:

6004.1.15 Inert gas purge system. Gas systems shall be provided with dedicated inert gas purge systems. A dedicated inert gas purge system may be used to purge more than one gas, provided the gases are compatible. Purge gas systems inside buildings shall be located in an approved gas cabinet unless the system operates by vacuum demand.

Exception: Refrigeration systems.

15.06.510 CFC Section 6004.1.16 added - Seismic shutoff valve

Section 6004.1.16 is added to read:

6004.1.16 Seismic shutoff valve. An automatic seismic shut-off valve, which is of a fail-safe to close design, shall be provided to shutoff the supply of highly toxic, toxic and moderately toxic gases with an LC50 less than 3,000 parts per million upon a seismic event within 5 seconds of a horizontal sinusoidal oscillation having a peak acceleration of 0.3G (1.47m/sec^2) and a period of 0.4 seconds.

15.06.520 CFC Section 6004.1.17 added - Fittings and connections.

Section 6004.1.17 is added to read:

6004.1.17 Fittings and connections. Fittings and connections shall be located in a gas cabinet, exhausted enclosure, gas room or exhausted valve manifold box.

Exception: Welded connections.

15.06.530 CFC Section 6004.2 amended - Indoor storage and use.

Section 6004.2 is amended to read:

The indoor storage or use of highly toxic, toxic and moderately toxic compressed gases shall be in accordance with Sections 6004.2.1 through 6004.2.2.10.4.

15.06.540 CFC Section 6004.2.1 amended - Applicability

Section 6004.2.1 is amended to read:

6004.2.1 Applicability. The applicability of regulations governing the indoor storage and use of highly toxic, toxic and moderately toxic compressed gases shall be in accordance with Sections 6004.2.1.1 through 6004.2.1.5.

15.06.550 CFC Section 6004.2.1.1 amended - Quantities not exceeding the maximum allowable quantity per control area.

Section 6004.2.1.1 is amended to read:

6004.2.1.1 Quantities not exceeding the maximum allowable quantity per control area. The indoor storage or use of highly toxic and toxic compressed gases in amounts not exceeding the maximum allowable quantity per control area set forth in Table 5003.1.1(2) shall be in accordance with Sections 5001, 5003, 6001, 6004.1, 6004.2.1.4 and 6004.2.1.5.

15.06.560 CFC Section 6004.2.1.4 added - Quantities not exceeding minimum threshold quantity per control area.

Section 6004.2.1.4 is added to read:

6004.2.1.4 Quantities not exceeding minimum threshold quantity per control area. The indoor storage or use of highly toxic, toxic and moderately toxic gases in amounts not exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, and 6004.1 and Chapter 50.

15.06.570 CFC Section 6004.2.1.5 added - Quantities exceeding minimum threshold quantity per control area.

Section 6004.2.1.5 is added to read:

6004.2.1.5 Quantities exceeding the minimum threshold quantity per control area. The indoor storage or use of highly toxic, toxic and moderately toxic gases in amounts exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, 6004.1, 6004.2 and Chapter 50.

15.06.580 CFC Section 6004.2.2 amended - General indoor requirements.

Section 6004.2.2 is amended to read:

6004.2.2 General indoor requirements. The general requirements applicable to the indoor storage and use of highly toxic, toxic and moderately toxic compressed gases shall be in accordance with Sections 6004.2.2.1 through 6004.2.2.10.3.

Moderately toxic gases shall not be considered as toxic gases for maximum allowable quantities determinations under Table 5003.1.1(2).

15.06.590 CFC Section 6004.2.2.5 amended - Piping and controls -stationary tanks, Item 1

Section 6004.2.2.5 Piping and controls - stationary tanks, Item 1 is amended by deleting the exception

CFC Section 6004.2.2.5 Piping and controls -stationary tanks

1. Pressure relief devices shall be vented to a treatment system designed in accordance with Section 6004.2.2.7

   Delete exception.

15.06.600 CFC Section 6004.2.2.7 amended - Treatment systems.

Section 6004.2.2.7 is amended to delete exception 2:

6004.2.2.7 Treatment systems - Delete Exception 2.

15.06.610 CFC Section 6004.2.2.10.1 amended - Alarms.

Section 6004.2.2.10.1 is amended to delete the exception:

6004.2.2.10.1 Alarms. Delete Exception.

15.06.620 CFC Section 6004.3 amended - Outdoor storage and use.

Section 6004.3 is amended to read:

6004.3 Outdoor storage and use. The outdoor storage or use of highly toxic, toxic and moderately toxic gases shall be in accordance with Sections 6004.3.1 through 6004.3.4. The minimum threshold quantity for highly toxic, toxic and moderately toxic gases for outdoor storage and use are set forth in Table 6004.1.

15.06.630 CFC Section 6004.3.1 amended - Applicability

Section 6004.3.1 is amended to read:

6004.3.1 Applicability. The applicability of regulations governing the outdoor storage and use of highly toxic, toxic, and moderately toxic gases shall be as set forth in Sections 6004.3.1.1 through 6004.3.1.5.

15.06.640 CFC Section 6004.3.1.1 amended - Quantities not exceeding the maximum allowable quantity per control area.

Section 6004.3.1.1 is amended to read:

6004.3.1.1 Quantities not exceeding the maximum allowable quantity per control area. The outdoor storage or use of highly toxic and toxic gases in amounts exceeding the threshold quantity per control area set forth in Table 5003.1.1(4) shall be in accordance with Sections 5001, 5003, 6001, 6004.1, and 6004.3.1.4 and 6004.3.1.5.

15.06.650 CFC Section 6004.3.1.4 added Quantities not exceeding the minimum threshold quantity per control area.

Section 6004.3.1.4 is added to read:

6004.3.1.4 Quantities not exceeding the minimum threshold quantity per control area. The outdoor storage or use of highly toxic, toxic and moderately toxic gases in amounts not exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, 6004.1 and Chapter 50.

15.06.660 CFC Section 6004.3.1.5 added - Quantities exceeding the minimum threshold quantity per control area.

Section 6004.3.1.5 is added to read:

6004.3.1.5 Quantities exceeding the minimum threshold quantity per control area. The outdoor storage or use of highly toxic, toxic and moderately toxic gases in amounts exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, 6004.1, 6004.3 and Chapter 50.

15.06.670 CFC Section 6004.3.2 amended - General outdoor requirements.

Section 6004.3.2 is amended to read:

6004.3.2 General outdoor requirements. The general requirements applicable to the outdoor storage and use of highly toxic, toxic and moderately toxic gases shall be in accordance with Sections 6004.3.2.1 through 6004.3.2.4.

Moderately toxic gases with an LC50 equal to or less than 3000 parts per million shall comply with the requirements for toxic gases in Sections 5001, 5003, 6001, 6004.1 and 6004.3.

Moderately toxic gases with an LC50 more than 3000 parts per million but not greater than 5000 parts per million and exceeding the maximum threshold quantity, as determined by 6004.1.6, shall comply with the requirements for toxic gases in Sections 5001, 5003, 6001, 6004.1 and 6004.3.2.1 through 6004.3.2.4.

Moderately toxic gases shall not be considered as toxic gases for maximum allowable quantities determinations under Table 5003.1.1(2).

15.06.680 CFC Section 6004.3.3 amended - Outdoor storage weather protection for portable tanks and cylinders.

Section 6004.3.3 is amended to read:

6004.3.3 Outdoor storage weather protection for portable tanks and cylinders. Weather protection in accordance with Section 5004.13 shall be provided for portable tanks and cylinders located outdoors and not within gas cabinets or exhausted enclosures. The storage area shall be equipped with an approved automatic sprinkler system in accordance with Section 5004.5.

Delete Exceptions.

Chapter 15.08
ELECTRICAL CODE

Sections:

15.08.010 Title for citation.
15.08.020 Documents adopted by reference.
15.08.030 Amendments to the National Electrical Code.
15.08.040 Connection to energy source - Conditions.
15.08.050 Article 210.12 amended – Arc-Fault Circuit-Interrupter Protection

15.08.010 Title for citation.

This chapter shall be known as the "electrical code," may be cited as such and will be referred to in this chapter as "this code."

15.08.020 Documents adopted by reference.

The National Electrical Code, 2023 Edition, as amended and set forth in the California Building Standards Code, Title 24 of the California Code of Regulations, published by the National Fire Protection Association is hereby adopted.

15.08.030 Amendments to the National Electrical Code.

The National Electrical Code adopted by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2025 California Electrical Code, Title 24 of the California Code of Regulations.

15.08.040 Connection to energy source - Conditions.

A. It is unlawful for any person, firm or corporation to make connection from a source of electrical energy or to supply electrical service to any electrical wiring or equipment, for the installation of which a permit is required, unless authorized by the building official.
B. When the electrical wiring and equipment is found to be in conformity with the provisions of this code, the building official shall indicate such approval by signing and dating the permit card and, if the building or premises containing the electrical installation has been approved by the building official for occupancy, the building official shall notify the serving electrical utility of such approval and shall authorize the connection of the installation to the source of supply.

C. When a building has not been approved for occupancy, the building official may authorize temporary connection of approved electrical installation, or portions thereof, to a source of energy for purposes of testing equipment, providing light to facilitate completion of such building, or similar purposes, provided the owner has filed a statement with the building official certifying that the building will not be occupied for purposes other than doing work necessary to complete the building.

15.08.050 Article 210.12 amended – Arc-Fault Circuit-Interrupter Protection

Article 210.12 is amended to read:

Arc-fault circuit-interrupter (AFCI) protection shall be installed in accordance with 210.12(B) through (E) by any of the means described in 210.12 (A)(1) through (A)(6). The AFCI shall be listed and installed in a readily accessible location. The requirements of Article 210.12 shall apply to panelboard changeouts.

Chapter 15.10
MECHANICAL CODE

Sections:

15.10.010 Title for citation.
15.10.020 Document adopted by reference.
15.10.030 Amendments to Uniform Mechanical Code
15.02.040 CMC Chapter 1, Division II Scope And Administration Section 104.4.6 deleted - Retention of Plans.
15.02.050 CMC Chapter 1, Division II Scope And Administration Section 104.5
15.02.060 amended - Fees. CMG Chapter 1, Division II Administration Section 106.3 amended - Penalties.
15.02.070 CMC Chapter 1, Division II Scope And Administration Section 107.0 deleted - Board of Appeals.

15.10.010 Title for citation.

This chapter shall be known as the "mechanical code," may be cited as such and will be referred to in this chapter as "this code."

15.10.020 Document adopted by reference.

The Uniform Mechanical Code, 2024 Edition, as amended and set forth in the California Building Standards Code, Title 24 of the California Code of Regulations, published by the International Association of Plumbing and Mechanical Officials together with Chapter 1 Division II, Administration is hereby adopted.

15.02.030 Amendments to Uniform Mechanical Code.

The Uniform Mechanical Code (UMC) adopted in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2025 California Mechanical Code (CMC).

15.02.040 CMC Chapter 1, Division II Scope And Administration Section 104.4.6 deleted - Retention of Plans.

Section 104.4.6 Retention of Plans is hereby deleted.

15.02.050 CMC Chapter 1, Division II Scope And Administration Section 104.5 amended - Fees.

Section 104.5 Fees is amended to read:

Fees are to be set by resolution of the Livermore City Council.

15.02.060 CMC Chapter 1, Division II Scope And Administration Section 106.3 amended - Penalties.

Section 106.3 Penalties is amended to read:

Any person, firm, or corporation violating a provision of this code shall be subject to penalties prescribed in the Livermore Municipal Code Chapters 1.16 and 1.20.

15.02.070 CMC Chapter 1, Division II Scope And Administration Section 107.0 deleted - Board of Appeals.

Section 108.0 Board of Appeals is hereby deleted.

Chapter 15.12
PLUMBING CODE

Sections:

15.12.010 Title for citation.
15.12.020 Document adopted by reference.
15.12.030 Amendments to Uniform Plumbing Code.
15.12.040 CPC Chapter 1, Division II Scope And Administration Section 104.4.6 deleted - Retention of Plans
15.12.050 CPC Chapter 1, Division II Scope And Administration Section 104.5
15.12.060 amended - Fees. CPC Chapter 1, Division II Scope And Administration Section 106.3 amended - Penalties.
15.12.070 CPC Chapter 1, Division II Scope And Administration Section 107.0 deleted -Board of Appeals.
15.12.080 CPC Chapter 1, Division II Scope And Administration Section 108 added - Disconnection.
15.12.090 CPC Section 609.3 amended - Under Concrete Slab

15.12.010 Title for citation.

This chapter shall be known as the "plumbing code," may be cited as such and will be referred to in this chapter as "this code."

15.12.020 Document adopted by reference.

The Uniform Plumbing Code, 2024 Edition, as amended and set forth in the California Building Standards Code, Title 24 of the California Code of Regulations, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted,-except as hereinafter amended in this chapter.

15.12.030 Amendments to Uniform Plumbing Code.

The Uniform Plumbing Code (UPC) adopted herein by reference is hereby amended by the following additional deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2025 California Plumbing Code, (CPC) Title 24 of the California Code of Regulations.

15.12.040 CPC Chapter 1, Division II Scope And Administration Section 104.4.6 deleted - Retention of Plans.

Section 104.4.6 Retention of Plans is hereby deleted.

15.12.050 CPC Chapter 1, Division II Scope And Administration Section 104.5 amended - Fees.

Section 104.5 Fees is amended to read:

Fees are to be set by resolution of the Livermore City Council.

15.12.060 CPC Chapter 1, Division II Scope And Administration Section 106.3 amended - Penalties.

Section 106.3 Penalties is amended to read:

Any person, firm, or corporation violating a provision of this code shall be subject to penalties prescribed in the Livermore Municipal Code Chapters 1.16 and 1.20.

15.12.070 CPC Chapter 1, Division II Scope And Administration Section 107.0 deleted - Board of Appeals.

Section 107.0 Board of Appeals is hereby deleted.

15.12.080 CPC Chapter 1, Division II Scope And Administration Section 108 added - Disconnection.

Section 108 Disconnection is added to read:

The building official is authorized to order discontinuance of utility service to any buildings or structure which has been declared by the building official to be unsafe to occupy. No person, firm or corporation shall reconnect or supply service to such building without first having received express authorization from the building official.

15.12.090 CPC Section 609.3 amended - Under Concrete Slab.

Section 609.3 is amended to read:

Water distribution systems shall not be installed under a concrete floor slab within a building.

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Chapter 15.14
RESIDENTIAL CODE

Sections:

15.14.010 Title for citation.
15.14.020 Document adopted by reference.
15.14.030 Amendments to International Residential Code.
15.14.040 CRC Chapter 1, Division ll amended - Title block.
15.14.050 CRC Chapter 1, Division ll, Section 101.1 amended - Title
15.14.060 CRC Chapter 1, Division II, Section R102 amended - Applicability
15.14.070 CRC Chapter 1, Division ll, Section 103 amended -Code Compliance Agency
15.14.080 CRC Chapter 1, Division II, Section R105 amended - Permits.
15.14.090 CRC Chapter 1, Division II, Section R107 deleted - Temporary Structures and Uses
15.14.100 CRC Chapter 1, Division II, Section R108 amended - Fees
15.14.110 CRC Chapter 1, Division ll, Section R110 amended - Certificate of Occupancy
15.14.120 CRC Chapter 1, Division ll, Section R112 deleted – Means of Appeals
15.14.130 CRC Chapter 1, Division ll, Section R113 amended - Violations
15.14.140 CRC Chapter 1, Division II, Section R114 amended – Stop Work Order
15.14.150 CRC Table R301.2 amended - Climatic and Geographic Design Criteria
15.14.160 CRC Section R403.1.3 amended - Footing and stem wall reinforcing in Seismic Design Categories D_0, D_1, D_2.
15.14.170 CRC Section R902.1 amended - Roofing Assemblies.

15.14.010 Title for citation.

This chapter shall be known as the "Residential Code," may be cited as such and will be referred to in this chapter as "this code."

15.14.020 Documents adopted by reference.

The International Residential Code, 2025 Edition, as amended and set forth in the California Building Standards Code, Title 24 of the California Code of Regulations, published by the International Code Council is hereby adopted together with Chapter 1 Division II, Administration.

15.14.030 Amendments to International Residential Code.

The International Residential Code adopted herein by reference is hereby amended by the following additional deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2025 California Residential Code (CRC), Title 24 of the California Code of Regulations.

15.14.040 CRC Chapter 1, Division II amended -Title block.

CRC Chapter 1, Division **II,** Title block shall be amended to read:

CHAPTER 1, DIVISION II

LIVERMORE RESIDENTIAL CODE ADMINISTRATIVE PROVISIONS

15.14.050 CRC Chapter 1, Division II, Section 101.1 amended - Title.

CRC Chapter 1, Division II, Section 101.1 is amended to read:

R101.1 Title. These provisions shall be known as the "Residential Code for One-and Two- family Dwellings of the "City of Livermore" and shall be cited as such and will be referred to hereinafter as "this code."

15.14.060 CRC Chapter 1, Division II, Section R102 amended - Applicability

R102.6 Existing Structures is amended to read:

The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Livermore Property Maintenance Code or the Livermore Fire Code, or as deemed necessary by the building official for the general safety and welfare of the occupants and the public.

15.14.070 CRC Chapter 1, Division II, Section 103 amended – Code Compliance Agency.

CBC Chapter 1, Division II, Section 103 is amended to read:

SECTION 103

CODE COMPLIANCE AGENCY

R103.1 Creation of agency is amended to read:

The Building and Safety Division is hereby created and the official in charge thereof shall be known as the building official. The function of the Building and Safety Division shall be the implementation, administration and enforcement of the provisions of this code.

R103.2 Appointment is amended to read:

The building official shall be appointed by the city manager.

R103.3 Deputies is amended to read:

In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the building official shall have the authority to appoint related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official.

15.14.080 CRC Chapter 1, Division II, Section R105 amended - Permits.

R105.2 Work exempt from permits is amended to read:

Delete all reference to Electrical, Gas, Mechanical, and Plumbing repairs, appliances and fixtures. These items are addressed in the Livermore Electrical, Mechanical and Plumbing Codes.

Delete:

The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective, and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement of valves, pipes or fixtures.

R105.2.1 Emergency repairs is deleted.

R105.2.2 Repairs is deleted.

15.14.090 CRC Chapter 1, Division II, Section R107 deleted - Temporary Structures And Uses

R107 Temporary Structures And Uses is deleted.

15.14.100 CRC Chapter 1, Division II, Section R108 amended - Fees

R108 Fees is amended to read:

Fees are to be set by resolution of the Livermore City Council.

15.14.110 CRC Chapter 1, Division II, Section R110 amended- Certificate of Occupancy

R110.1 Use and change of occupancy is amended to read:

Newly constructed one or two family dwellings shall not be used or occupied until the building official has issued a certificate of occupancy therefore provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

15.14.120 CRC Chapter 1, Division II, Section R112 deleted – Means of Appeals

R112 Board of Appeals is deleted.

15.14.130 CRC Chapter 1, Division II, Section R113 amended – Violations

R113.2 Notice of violation is deleted.

R113.2 Prosecution of violation is deleted.

R113.4 Violation penalties is amended to read:

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code shall be subject to penalties prescribed in the Livermore Municipal Code Chapters 1.16 and 1.20.

15.14.140 CRC Chapter 1, Division II, Section R114 amended – Stop Work Order

R114.4 Failure to Comply is amended to read:

Any person who shall continue work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties prescribed in the Livermore Municipal Code Chapters 1.16 and 1.20.

15.14.150 CRC Table R301.2 amended- Climatic and Geographic Design Criteria

Table R301.2 is amended to read:

TABLE R301.2 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP'	ICE BARRIER UNDERLAYMENT REQUIRED$_h$	FLOOD HAZARDS$_g$	AIR FREEZING INDEX;	MEAN ANNUAL TEMP$_j$
	Speed$_d$ (mph)	Topographic effects		Weathering$_a$	Frost line depth"	Termite					
0	85	No	D_0, D1, D2, E	Negligible	12 inches	Very Heavy	32°	no	See FIRM	2%	58.7

15.14.160 CRC Section R403.1.3 amended – Footing and stem wall reinforcing in Seismic Design Categories D_0, D_1, D_2.

Section R403.1.3 is amended to read:

R403.1.3 Seismic Reinforcing. Concrete footings located in Seismic Design Categories D0, 01 and 02, 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.

15.14.0170 CRC Section R902.1 amended – Roof Assemblies.

Section R902.1 is amended to read:

Roof coverings. Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in Livermore. Roofing shall be tested and listed in accordance with UL790 or ASTM E 108. Where required, the roof assembly shall be listed and identified as to class by an approved testing agency.

Chapter 15.26
GREEN BUILDING STANDARDS CODE

Sections:

15.26.010 Title for citation.
15.26.020 Document adopted by reference.
15.26.030 Amendments to California Green Building Standards Code.
15.26.040 GBSC Section 202 amended - Definitions
15.26.050 GBSC Section 304.1.2 added - Alternate methods.
15.26.060 GBSC Section 4.106.1 amended - General.
15.26.070 GSBC Section 4.106.4 amended - Electric vehicle (EV) charging for new construction.
15.26.080 GBSC section 4.106.4.1 amended- New one- and two-family dwellings and townhouses with attached private garages
15.26.090 GBSC section 4.106.4.2 amended-New multifamily dwellings, hotels and motels and new residential parking facilities
15.26.100 GBSC section 4.106.4.2.2 deleted – Multifamily dwellings
15.26.110 GBSC section 4.106.4.2.2.1 amended - Electric vehicle charging stations (EVCS)
15.26.120 GBSC section 4.106.4.2.2.1.2 deleted - Accessible electric vehicle charging station Spaces
15.26.130 GBSC section 4.106.4.2.5 deleted - Electric vehicle ready space signage
15.26.140 GBSC section 4.106.4.2.6 deleted – Hotels and motels
15.26.150 GBSC section 4.106.4.4 amended - Bicycle parking
15.26.160 GBSC Section 4.106.5 added - All-electric buildings
15.26.170 GBSC Section 4.106.5.1 added - New construction
15.26.180 GBSC Section 4.106.5.2 added - Requirements for combustion equipment.
15.26.190 GSBC Section 5.106.5.3 amended - Electric vehicle (EV) charging.
15.26.200 GSBC Section 5.106.5.3.1 amended - EV capable spaces.
15.26.210 GSBC Section 5.106.5.3.2 amended - Electric vehicle charging stations (EVCS)
15.26.220 GSBC Section 5.106.5.3.3 amended - Use of automatic load management systems (ALMS).
15.26.230 GSBC Section 5.106.5.3.4 amended - Accessible electrical vehicle charging stations (EVCS)
15.26.240 GSBC Section 5.106.13 added - All-electric buildings.
15.26.250 GSBC Section 5.106.13.1. added - New construction.
15.26.260 GSBC Section 5.106.13.2. added - Requirements for combustion equipment.

15.26.010 Title for citation.

This chapter shall be known as the "Green Building Standards Code," may be cited as such and will be referred to in this chapter as "this code."

15.26.020 Documents adopted by reference.

The Green Building Standards Code, 2025 Edition, as set forth in the California Building Standards Code (GBSC), Title 24 of the California Code of Regulations, published by the State of California is hereby adopted.

15.26.030 Amendments to the California Green Building Standards Code.

The Green Building Standards Code adopted herein by reference is hereby amended by the following additions, deletions, and amendments thereto as set forth in this chapter.

15.26.040 GBSC Section 202 amended - Definitions.

Section 202 is amended to add, amend, or delete the following definitions:

Section 202 is amended to add the following definitions:

AFFORDABLE HOUSING. Residential buildings that entirely consist of units below market rate and whose rents or sales prices are governed by local agencies to be affordable based on area median income.

ALL-ELECTRIC BUILDING. A building that contains no combustion equipment or plumbing for combustion equipment serving space heating (including fireplaces), water heating (including pools and spas), cooking appliances (including barbeques), and clothes drying, within the building or building property lines, and instead uses electric heating appliances for service.

COMBUSTION EQUIPMENT. Any equipment or appliance used for space heating, water heating, cooking, clothes drying and/or lighting that uses fuel gas.

COMMERCIAL FOOD HEAT-PROCESSING EQUIPMENT. An equipment used in a food establishment for heat-processing food or utensils and that produces grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system, as defined in the California Mechanical Code.

ELECTRIC HEATING APPLIANCE. A device that produces heat energy to create a warm environment by the application of electric power to resistance elements, refrigerant compressors, or dissimilar material junctions, as defined in the California Mechanical Code.

FUEL GAS. A gas that is natural, manufactured, liquefied petroleum, or a mixture of these.

DIRECT CURRENT FAST CHARGING (DCFC). A parking space provided with electrical infrastructure that meets the following conditions:

i. A minimum of 48 kVa (480 volt, 100-ampere) capacity wiring.

ii. Electric vehicle supply equipment (EVSE) located within three (3) feet of the parking space providing a minimum capacity of 80-ampere.

LEVEL 2 EV CAPABLE. A parking space provided with electrical infrastructure that meets the following requirements:

i. Conduit that links a listed electrical panel with sufficient capacity to a junction box or receptacle located within three (3) feet of the parking space.

ii. The conduit shall be designed to accommodate at least 8.3 kVa (208/240 volt, 40-ampere) per parking space. Conduit shall have a minimum nominal trade size of 1 inch inside diameter and may be sized for multiple circuits as allowed by the California Electrical Code. Conduit shall be installed at a minimum in spaces that will be inaccessible after construction, either trenched underground or where penetrations to walls, floors, or other partitions would otherwise be required for future installation of branch circuits, and such additional elements deemed necessary by the Building Official. Construction documents shall indicate future completion of conduit from the panel to the parking space, via the installed inaccessible conduit.

iii. The electrical panel shall reserve a space for a 40-ampere overcurrent protective device space(s) for EV charging, labeled in the panel directory as "EV CAPABLE."

iv. Electrical load calculations shall demonstrate that the electrical panel service capacity and electrical system, including any on-site distribution transformer(s), have sufficient capacity to simultaneously charge all EVs at all required EV spaces at a minimum of 40 amperes.

v. The parking space shall contain signage with at least a 12" font adjacent to the parking space indicating the space is EV Capable.

LEVEL 1 EV READY. A parking space that is served by a complete electric circuit with the following requirements:

i. A minimum of 2.2 kVa (110/120 volt, 20-ampere) capacity wiring.

ii. A receptacle labeled "Electric Vehicle Outlet" or electric vehicle supply equipment located within three (3) feet of the parking space. If EVSE is provided the minimum capacity of the EVSE shall be 16-ampere.

iii. Conduit oversized to accommodate future Level 2 EV Ready (208/240 volt, 40-ampere) at each parking space.

LEVEL 2 EV READY. A parking space that is served by a complete electric circuit with the following requirements:

i. A minimum of 8.3 kVa (208/240 volt, 40-ampere) capacity wiring.
ii. A receptacle labeled "Electric Vehicle Outlet" or electric vehicle supply equipment located within three (3) feet of the parking space. If EVSE is provided the minimum capacity of the EVSE shall be 30-ampere.

LOW POWER LEVEL 2 EV READY. A parking space that is served by a complete electric circuit with the following requirements:

i. A minimum of 4.1 kVA (208/240 Volt, 20-ampere) capacity wiring.
ii. A receptacle labeled "Electric Vehicle Outlet" or electric vehicle supply equipment located within three (3) feet of the parking space. If EVSE is provided the minimum capacity of the EVSE shall be 16-ampere.
iii. Conduit oversized to accommodate future Level 2 EV Ready (208/240 volt, 40-ampere) at each parking space.

Section 202 is amended to amend the following definitions:

AUTOMATIC LOAD MANAGEMENT SYSTEM (ALMS). A control system designed to manage load across one or more electric vehicle supply equipment (EVSE), circuits, panels and to share electrical capacity and/or automatically manage power at each connection point. ALMS systems shall be designed to deliver no less than 3.3 kVa (208/240 volt, 16-ampere) to each EV Capable, EV Ready or EVCS space served by the ALMS, and meet the requirements of California Electrical Code Article 625. The connected amperage to the building site for the EV charging infrastructure shall not be lower than the required connected amperage per California Green Building Standards Code, Title 24 Part 11.

ELECTRIC VEHICLE CHARGING STATION (EVCS). A parking space that includes installation of electric vehicle supply equipment (EVSE) at an EV Ready space. An EVCS space may be used to satisfy EV Ready space requirements. EVSE shall be installed in accordance with the California Electrical Code, Article 625.

Section 202 is amended to delete the following definitions:

ELECTRIC VEHICLE (EV) READY SPACE. [HCD]

ELECTRIC VEHICLE (EV) CAPABLE SPACE.

LEVEL 2 ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE). [HCD]

LOW POWER LEVEL 2 ELECTRIC VEHICLE (EV) CHARGING RECEPTACLE. [HCD]

15.26.050 GBSC Section 304.1.2 added - Alternate methods.

Section 304.1.2 is added to read:

Alternate Methods. As an alternative to achieving compliance with the Green Building Standards Code requirements, a project may instead achieve compliance through; (i) the United States Green Building Council's Leadership in Energy and Environmental Design **(LEED),** (ii) Build It Green's Green Point Rating System; or (iii) another recognized and approved third party green building standards and rating system. Equivalency to the Green Building Standards Code shall be evaluated, detailed and certified by the design professional.

15.26.060 GBSC Section 4.106.1 amended - General.

Section 4.106.1 is amended to read:

General: Preservation and use of the available natural resources shall be accomplished through evaluation and careful planning to minimize negative effects on the site and adjacent areas. Preservation of slopes, management of storm water drainage and erosion controls shall comply with this section, and the provisions of the Stormwater Management and Control Program (Municipal Code chapter 13.45).

15.26.070 GSBC Section 4.106.4 amended - Electric vehicle (EV) charging for new construction.

Section 4.106.4 is amended to read:

New construction shall comply with Section 4.106.4.1 or 4.106.4.2 to facilitate future installation and use of EV chargers. Electric vehicle supply equipment (EVSE) shall be installed in accordance with the *California Electrical Code,* Article 625. Signage for EVCS and EV Ready spaces shall be identified by signage or pavement markings, in compliance with Caltrans Traffic Operations Policy Directive 13-01 (Zero Emission Vehicle Signs and Pavement Markings) or its successor(s).

Exceptions:

1. On a case-by-case basis, where the local enforcing agency has determined EV charging and infrastructure are not feasible based upon one or more of the following conditions:

1.1. Where there is no local utility power supply, or the local utility is unable to supply adequate power.

1.2. Where there is evidence suitable to the local enforcing agency substantiating that additional local utility infrastructure design requirements, directly related to the implementation of Section 4.106.4, may increase construction cost by an average of $4,500 per parking space for market rate housing or $400 per parking space for affordable housing. EV infrastructure shall be provided up to the level that would not exceed this cost for utility service.

2. Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) without additional parking facilities.

3. Multifamily residential R-2 building projects that have approved entitlements before the code effective date.

15.26.080 GBSC section 4.106.4.1 amended- New one- and two-family dwellings and townhouses with attached private garages

Section 4.106.4.1 is amended to read:

One parking space provided per unit shall be a Level 2 EV Ready space. If a second parking space is provided, it shall be provided with a Level 2 EV Ready space.

Exception: Accessory Dwelling Units with new parking facilities shall provide one Level 2 EV Capable space.

Delete Exception and **sub-section 4.106.4.1.1 Identification**

15.26.090 GBSC section 4.106.4.2 amended- New multifamily dwellings, hotels and motels and new residential parking facilities

Section 4.106.4.2 is amended to read:

Fifteen percent (15%) of dwelling units with parking spaces shall be EVCS with Level 2 EV Ready. ALMS shall be permitted to reduce load when multiple vehicles are charging. Eighty-five percent (85%) of dwelling units with parking spaces shall be provided with a Low Power Level 2 EV Ready space. One DCFC may be substituted for up to five (5) EVCS to meet the requirements of 4.106.4.2.

EV Ready spaces and EVCS in multifamily developments shall comply with California Building Code, Chapter 11A, Section 1109A. EVCS shall comply with the accessibility provisions for EV chargers in the California Building Code, Chapter 11B.

15.26.100 GBSC section 4.106.4.2.2 deleted - Multifamily dwellings

Section 4.106.4.2.2 is deleted.

15.26.110 GBSC section 4.106.4.2.2.1 amended - Electric Vehicle Charging Stations (EVCS)

Section 4.106.2.2.1 is amended to read:

Electric vehicle charging stations required by Section 4.106.4.2 shall comply with Section 4.106.4.2.2.1.1.

Exception: Electric vehicle charging stations serving public accommodations, public housing, motels and hotels shall not be required to comply with this section. See California Building Code, Chapter 11B, for applicable requirements.

15.26.120 GBSC section 4.106.4.2.2.1.2 deleted - Accessible electric vehicle charging station Spaces

Section 4.106.4.2.2.1.2 is deleted.

15.26.130 GBSC section 4.106.4.2.5 deleted - Electric Vehicle Ready Space Signage

Section 4.106.4.2.5 is deleted.

15.26.140 GBSC section 4.106.4.2.6 deleted – Hotels and motels

Section 4.106.4.2.6 is deleted.

15.26.150 GBSC section 4.106.4.4 amended - Bicycle parking

Section 4.106.4.4 is amended to read:

Bicycle parking shall comply with Livermore Development Code (LDC) section LDC 4.04.030.

15.26.160 GBSC Section 4.106.5 added - All-electric buildings.

Section 4.106.5 is added to read:

New construction buildings shall comply with Section 4.106.5.1 or 4.106.5.2 so that they do not use *combustion equipment* or are ready to accommodate installation of *electric heating appliances.*

15.26.170 GBSC Section 4.106.5.1 added - New construction.

Section 4.106.5.1 is added to read:

New construction: All newly constructed buildings shall be *all-electric buildings.*

Building additions, alterations, repairs, and tenant improvements shall not be considered new construction. The final determination whether a project meets the definition of new construction shall be made by the local enforcing agency.

Exceptions:

1. Multifamily residential building projects that have approved entitlements before the effective date of this ordinance may install fuel gas for water heating systems serving multiple dwelling units. The applicant shall comply with Section 4.106.5.2.

2. Accessory Dwelling Units (ADUs) that are constructed on a lot with an existing residence that utilizes fuel gas.

3. If the applicant establishes that there is not an all-electric prescriptive compliance pathway for the building under the California Building Energy Efficiency Standards, and that the building is not able to achieve the performance compliance standard applicable to the building under the Energy Efficiency Standards using commercially available technology and an approved calculation method, then the local enforcing agency may grant a modification. The applicant shall comply with Section 4.106.5.2.

4. Non-combustion fuel cells that convert natural gas, biogas, or hydrogen to electricity on-site.

Inactive *Fuel Gas Infrastructure* may be extended to spaces that are anticipated to qualify for the exceptions contained in this chapter. The inactive *Fuel Gas Infrastructure* shall not be activated, have a meter installed, or otherwise used unless the exemptions specified in this chapter have been confirmed as part of the issuance of a building permit. If the *Fuel Gas Infrastructure* is no longer serving one of the exceptions contained in this chapter, it shall either be capped, otherwise terminated, or removed by the entity previously entitled to the exemption, in a manner pursuant to all applicable Codes.

The local enforcing agency shall have the authority to approve alternative materials, design and methods of construction or equipment per California Building Code Section 104.

15.26.180 GBSC Section 4.106.5.2 added - Requirements for combustion equipment.

Section 4.106.5.2 is added to read:

Where *combustion equipment* is allowed per Exceptions under 4.106.5.1, the construction drawings shall indicate electrical infrastructure and physical space accommodating the future installation of an *electrical heating appliance* in the following ways, as certified by a registered design professional or licensed electrical contractor:

1. Branch circuit wiring, electrically isolated and designed to serve all electrical heating appliances in accordance with manufacturer requirements and the California Electrical Code, including the appropriate voltage, phase, minimum amperage, and an electrical receptacle or junction box within five feet of the appliance that is accessible with no obstructions. Appropriately sized conduit may be installed in lieu of conductors; and

2. Labeling of both ends of the unused conductors or conduit shall be with "For Future Electrical Appliance"; and

3. Reserved circuit breakers in the electrical panel for each branch circuit, appropriately labeled (i.e. "Reserved for Future Electric Range"), and positioned on the opposite end of the panel supply conductor connection; and

4. Connected subpanels, panelboards, switchboards, busbars, and transformers shall be sized to serve the future electrical heating appliances. The electrical capacity requirements shall be adjusted for demand factors in accordance with the California Electric Code; and

5. Physical space for future electrical heating appliances, including equipment footprint, and if needed a pathway reserved for routing of ductwork to heat pump evaporator(s), shall be depicted on the construction drawings. The footprint necessary for future electrical heating appliances may overlap with non-structural partitions and with the location of currently designed combustion equipment.

15.26.190 GSBC Section 5.106.5.3 amended - Electric vehicle (EV) charging.

Section 5.106.5.3 is amended to read:

Construction to provide electric vehicle infrastructure and facilitate electric vehicle charging shall comply with Section 5.106.5.3 and shall be provided in accordance with regulations in the *California Building Code* and the *California Electrical Code.* Accessible EVCS shall be provided in accordance with the *California Building Code Chapter 11B Section 11B-228.3.* For EVCS signs, refer to Caltrans Traffic Operations Policy Directive 13-01 (Zero Emission Vehicle Signs and Pavement Markings) or its successor(s).

Exceptions:

1. On a case-by-case basis where the local enforcing agency has determined compliance with this section is not feasible based upon one of the following conditions:

    a. Where there is no local utility power supply.

    b. Where the local utility is unable to supply adequate power.

    c. Where there is evidence suitable to the local enforcement agency substantiating that additional local utility infrastructure design requirements, directly related to the implementation of Section 5.106.5.3, may increase construction cost by an average of $400 per parking space for non-profit organizations serving low-income, vulnerable, and/or underserved communities or $4,500 per parking space for all others. EV infrastructure shall be provided up to the level that would not exceed this cost for utility service.

2. Parking spaces accessible only by automated mechanical car parking systems are not required to comply with this code section.

15.26.200 GSBC Section 5.106.5.3.1 amended - EV capable spaces.

Section 5.106.5.3.1 is amended to read:

5.106.5.3.1 Nonresidential Occupancy Class B Offices, including mixed-class buildings that include Occupancy Class B Office space - Shared Parking Space.

Twenty percent (20%) of parking spaces shall be EVCS with Level 2 EV Ready. ALMS shall be permitted to reduce load when multiple vehicles are charging. Thirty percent (30%) of parking spaces provided shall be Level 2 EV Capable.

Delete table 5.106.5.3.1

15.26.210 GSBC Section 5.106.5.3.2 amended - Electric vehicle charging stations (EVCS)

Section 5.106.5.3.2 is amended to read:

5.106.5.3.2 Hotel and Motel Occupancies - Shared Parking Facilities.

New Construction. Five percent (5%) of parking spaces provided shall be EVCS with Level 2 EV Ready. ALMS shall be permitted to reduce load when multiple vehicles are charging. Twenty-five percent (25%) of parking spaces provided shall be Low Power Level 2 EV Ready space. Ten percent (10%) of parking spaces provided shall be Level 2 EV Capable.

15.26.220 GSBC Section 5.106.5.3.3 amended - Use of automatic load management systems (ALMS).

Section 5.106.5.3.3 is amended to read:

5.106.5.3.3 All Other Nonresidential Occupancies - Shared Parking Facilities.

New Construction. Ten percent (10%) of parking spaces provided shall be EVCS with Level 2 EV Ready. ALMS shall be permitted to reduce load when multiple vehicles are charging. Ten percent (10%) of parking spaces provided shall be Level 2 EV Capable.

15.26.230 GSBC Section 5.106.5.3.4 amended - Accessible electrical vehicle charging stations (EVCS).

Section 5.106.5.3.4 is amended to read:

5.106.5.3.4 Direct current fast charging stations. One DCFC may be substituted for up to five (5) EVCS to meet the requirements of 5.106.5.3.1, 5.106.5.3.2, and

5.106.5.3.3. Where ALMS serve DCFC stations, the power demand from the DCFC shall be prioritized above Level 1 and Level 2 spaces.

15.26.240 GSBC Section 5.106.13 added - All-Electric Buildings.

Section 5.106.13 is added to read:

5.106.13 All-electric buildings. New construction buildings shall comply with Section 5.106.13.1 or 5.106.13.2 so that they do not use *combustion equipment* or are ready to facilitate future electrification.

15.26.250 GSBC Section 5.106.13.1. added - New construction.

Section 5.106.13.1 is added to read:

New construction: All newly constructed buildings shall be all-electric buildings.

Building additions, alterations, repairs, and tenant improvements shall not be considered new construction. The final determination whether a project meets the definition of new construction shall be made by the local enforcing agency.

Exceptions:

1. Nonresidential buildings containing kitchens located in a place of public accommodation, as defined in the California Building Code Chapter 2, may apply to the local enforcing agency for a modification to install *commercial food heat-processing equipment* served by *fuel* gas. The local enforcing agency may grant the modification if they find:
    a. A business-related need to cook with *combustion equipment;* and
    b. The need cannot be achieved equivalently with an *electric heating appliance;* and
    c. The applicant has installed energy efficient equipment based on Energy Star or California Energy Wise qualifications, as available.
    d. The applicant shall comply with Section 5.106.13.2.

2. Laboratories, as defined in the California Building Code Chapter 2, may apply to the local enforcing agency for a modification to install *combustion equipment* served by *fuel* gas. The local enforcing agency may grant the modification if they find:
    e. A business, research, or educational-related need to use *combustion equipment;* and
    f. The need cannot be achieved equivalently with an *electric heating appliance;* and
    g. The applicant has installed energy efficient equipment based on Energy Star or California Energy Wise qualifications, as available.
    h. The applicant shall comply with Section 5.106.13.2.

3. Hotels and motels with eighty or more guestrooms may utilize *fuel gas* in on-site commercial clothes drying equipment. The applicant shall comply with Section 5.106.13.2.

4. If the applicant establishes that there is not an all-electric prescriptive compliance pathway for the building under the California Building Energy Efficiency Standards, and that the building is not able to achieve the performance compliance standard applicable to the building under the Energy Efficiency Standards using commercially available technology and an approved calculation method, then the local enforcing agency may grant a modification. The applicant shall comply with Section 5.106.13.2.

5. Non-combustion fuel cells that convert natural gas, biogas, or hydrogen to electricity on-site.

Inactive *Fuel Gas Infrastructure* may be extended to spaces that are anticipated to qualify for the exceptions contained in this chapter. The inactive *Fuel Gas Infrastructure* shall not be activated, have a meter installed, or otherwise used unless the exemptions specified in this chapter have been confirmed as part of the issuance of a building permit. If the *Fuel Gas Infrastructure* is no longer serving one of the exceptions contained in this chapter, it shall either be capped, otherwise terminated, or removed by the entity previously entitled to the exemption, in a manner pursuant to all applicable Codes.

The local enforcing agency shall have the authority to approve alternative materials, design and methods of construction or equipment per California Building Code Section 104.

15.26.260 GSBC Section 5.106.13.2. added - Requirements for combustion equipment.

Section 5.106.13.2 is added to read:

Where *combustion equipment* is allowed per exceptions under Section 5.106.13.1, the construction drawings shall indicate electrical infrastructure and physical space accommodating the future installation of an *electrical heating appliance* in the following ways, as certified by a registered design professional or licensed electrical contractor:

1. Branch circuit wiring, electrically isolated and designed to serve all electrical heating appliances in accordance with manufacturer requirements and the California Electrical Code, including the appropriate voltage, phase, minimum amperage, and an electrical receptacle or junction box within five feet of the appliance that is accessible with no obstructions. Appropriately sized conduit may be installed in lieu of conductors; and

2. Labeling of both ends of the unused conductors or conduit shall be with "For Future Electrical Appliance"; and

3. Reserved circuit breakers in the electrical panel for each branch circuit, appropriately labeled (i.e "Reserved for Future Electric Range"), and positioned on the opposite end of the panel supply conductor connection; and

4. Connected subpanels, panelboards, switchboards, busbars, and transformers shall be sized to serve the future electrical heating appliances. The electrical capacity requirements shall be adjusted for demand factors in accordance with the California Electric Code; and

5. Physical space for future electrical heating appliances, including equipment footprint, and if needed a pathway reserved for routing of ductwork to heat pump evaporator(s), shall be depicted on the construction drawings. The footprint necessary for future electrical heating appliances may overlap with non-structural partitions and with the location of currently designed combustion equipment.

Chapter 15.92
SWIMMING POOL AND SPA CODE

Sections:

15.55.010	Title for Citation
15.92.020	Documents adopted by reference.
15.92.030	Amendments to International Swimming Pool and Spa Code
15.92.040	ISPSC Chapter 1 amended - Scope and Administration
15.92.050	ISPSC Chapter 3 amended - General Compliance
15.92.060	ISPSC Chapter 4 amended - Public Swimming Pools
15.92.070	ISPSC Chapter 5 amended - Public Spas and Public Exercise Spas
15.92.080	ISPSC Chapter 6 amended - Aquatic Recreation Facilities
15.92.090	ISPSC Chapter 7 amended - Onground Storable Residential Swimming Pools
15.92.100	ISPSC Chapter 8 amended - Permanent Inground Residential Swimming Pools

15.92.010 Title for citation

These regulations shall be known as the "Livermore Swimming Pool and Spa Code," hereinafter referred to as "this code."

15.92.020 Documents adopted by reference.

The Swimming Pool and Spa Code, 2024 Edition published by the International Code Council is hereby adopted. Where this chapter is inconsistent with state law then in that instance the provisions of the state law shall prevail.

15.92.030 Amendments to International Swimming Pool and Spa Code.

The International Swimming Pool and Spa Code (ISPSC) adopted in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter.

15.92.040 ISPSC Chapter 1 amended - Scope and Administration

Chapter 1 is deleted in its entirety and replaced by chapter 1, Division II - Livermore Building Code Administrative Provisions as amended by the Livermore Building Code.

15.92.050 ISPSC Chapter 3 amended – General Compliance

Chapter 3 is amended as follows:

Section 302.1 is amended to read:

302.1 Electrical. Electrical requirements for aquatic facilities shall be in accordance with the California Electrical Code.

> **Exception:** Internal wiring for portable residential spas and portable residential exercise spas.

Section 302.2 is amended to read:

302.2 Water Service and drainage. Piping and fittings used for water service, makeup and drainage piping for pools and spas shall comply with the California Plumbing Code. Fittings shall be approved for installation with the piping installed.

Section 302.5 is amended to read:

302.5 Backflow protection. Water supplies for pools and spas shall be protected against backflow in accordance with the California Plumbing Code.

Section 302.6 is amended to read:

302.6 Wastewater discharge. Where wastewater from pools or spas, such as backwash water from filters and water from deck drains discharge to a building drainage system, the connection shall be through an airgap in accordance with the California Plumbing Code.

Section 303 is amended to read:

303.1 Energy. All pool and spa energy consumption shall meet the requirements in the current California Energy Efficiency Standards.

Section 304.2 is amended to read:

304.2 Determination of impacts based on location. Pools and spas located in flood hazard areas indicated within the City of Livermore shall comply with 304.2.1 or 304.2.2.

Section 305.1 is amended to read:

305.1 General. The provisions of this section and the California Building Code shall apply to the design of barriers for restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 305.2 through 305.7.

Section 305.2.1 is amended to read:

305.2.1 Barrier height and clearances. Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall be not less than 60 inches (1524 mm) above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of 3 feet measured horizontally from the outside of the required barrier.

2. The vertical clearance between grade and the bottom of the barrier shall not exceed 2 inches (51 mm) for grade surfaces that are not solid, such as grass or gravel, where measured on the side of the barrier that faces away from the pool or spa.

3. The vertical clearance between a surface below the barrier to a solid surface, such as concrete, and the bottom of the required barrier shall not exceed 4 inches (102 mm) where measured on the side of the required barrier that faces away from the pool or spa.

4. Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).

Section 305.3.3 is amended to read:

305.3.3 Latch release. For doors and gates in barriers, the door and gate latch release mechanisms shall be in accordance with the following:

Pools and spas at single-family homes shall comply with the California Building Code Section 3109. Public Pools and spas as defined in the California Building Code Section 31B shall comply with the California Building Code Section 3119B.

Section 305.4 is amended to read:

305.4 Structure wall as a barrier. Where a wall of a dwelling or structure serves as a part of a barrier and where doors or gates provide direct access to the pool or spa through that wall, one of the following shall be required:

1. Doors and gates shall have an alarm that produces an audible warning when the window, door or their screens are opened. The alarm shall be listed and labeled as a water hazard entrance alarm in accordance with UL 2017.

2. In dwelling units <u>not</u> required to be Accessible units as required by California Building Code - Chapter 11A, the operable parts of the alarm deactivation

switches shall be located at not less than 54 inches (1372 mm) above the finished floor.

3. In dwellings that are required to be Accessible units as required by California Building Code - Chapter 11A, the operable parts shall be located not greater than 54 inches (1372 mm) and not less than 48 inches (1219 mm) above the finished floor.

4. In structures other than dwellings, the operable parts of the alarm deactivation switches shall be located not greater than 54 inches (1372 mm) and not less than 48 inches (1220 mm) above the finished floor.

5. A safety cover that is listed and labeled in accordance with ASTM F1346 is installed for the pools and spa.

6. An approved means of protection, such as a self -closing doors with self-latching devices, is provided. Such means of protection shall provide a degree of protection that is not less than the protection afforded by items 1 or 2.

Section 305.5 numbers 1 and 2 are amended to read:

305.5 Onground residential pool structure as a barrier

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than 60 inches (1219mm) above grade for the entire perimeter of the pool, the wall complies with the requirements of section 305.2, and the pool manufacturer allows the wall to serve as the barrier.

2. Where a barrier is mounted on top of the pool wall, the top of the barrier is not less than 60 inches (1219 mm) above grade for the entire perimeter of the pool, and the wall and the barrier on top of the wall comply with the requirement of Section 305.2.

305.8 is amended to read:

305.8 Means of egress. Outdoor public pools provided with barriers shall have means of egress as required by Chapter 10 of the California Building Code.

Section 306.1 is amended to read:

306.1 General. The structural design and installation of decks around pools and spas shall be in accordance with the California Building Code or the California Residential Code, as applicable.

Section 306.9.1 is amended to read:

306.9.1 Hose bibbs. Hose bibbs shall be provided for rinsing down the entire deck and shall be installed in accordance with the California Plumbing Code and shall be located not greater than 150 feet (45,720 mm) apart. Water-powered devices, such as water-powered lifts, shall have a dedicated hose bibb water source.

> **Exception:** Residential pools and spas shall not be required to have hose bibbs located at 150-foot (45,720 mm) intervals, nor have a dedicated hose bibb for water-powered devices.

Section 307.1.1 is amended to read:

307.1.1 Glazing in hazardous locations. Hazardous locations shall be as defined in the California Building Code or the California Residential Code, as applicable. Where glazing is determined to be in a hazardous location, the requirements for the glazing shall be in accordance with those codes, as applicable.

Section 307.1.4 is amended to read:

307.1.4 Roofs or canopies. Roofs or canopies over pools and spas shall be in accordance with the California Building Code or California Residential Code as applicable and shall be constructed so as to prevent water runoff into the pool or spa.

Section 307.1.5 is amended to read:

307.1.5 Accessibility. An accessible route to and into public pools and spas shall be provided in accordance with the California Building Code.

Section 307.2.2 is amended to read:

307.2.2 Materials and structural design. Pools and spas shall conform to one or more of the standards indicated in Table 307.2.2. The structural design of pools and spas shall be in accordance with the California Building Code.

15.92.060 ISPSC Chapter 4 amended - Public Swimming Pool.

Chapter 4 is amended as follows:

Chapter 4 is deleted in its entirety and is amended to read as shown in Chapter 31B of the California Building Code.

15.92.070 ISPSC Chapter 5 amended - Public Spas and Public Exercise Spas.

Chapter 5 is amended as follows:

Chapter 5 is deleted in its entirety and is amended to read as shown in Chapter 31B of the California Building Code.

15.92.080 ISPSC Chapter 6 amended - Aquatic Recreation Facilities.

Chapter 6 is amended as follows:

Chapter 6 is deleted in its entirety and is amended to read as shown in Chapter 31B of the California Building Code.

15.92.090 ISPSC Chapter 7 amended - Onground Storable Residential Swimming Pools.

Chapter 7 is amended as follows:

Section 703.1 is amended to read:

703.1 General. Decks provided by the pool manufacturer shall be installed in accordance with the manufacturer's instructions. Decks fabricated on-site shall be in accordance with the California Residential Code.

15.92.100 ISPSC Chapter 8 amended - Permanent Inground Residential Swimming Pools.

Chapter 8 is amended as follows:

Section 802.1 is amended to read:

802.1 Materials of components and accessories. The materials of components and accessories used for permanent inground residential swimming pools shall be suitable for the environment in which they are installed. The materials shall be capable of fulfilling the design, installation and the intended use requirements in the California Residential Code.

Section 802.2 is amended to read:

802.2 Structural Design. The structural design and materials shall be in accordance with the C*alifornia Residential Code*.

Chapter 15.94
Wildland-Urban Interface Code

Section

15.94.010 CWUIC Chapter 1, Division II, amended - Title
15.94.020 Amendments to the International Fire Code
15.94.030 CWUIC Chapter 1, Division II, amended - Creation of agency

15.94.010 CWUIC Chapter 1, Division II, amended – Title

Section 101.1 is amended to read:

Title. These regulations shall be known as the California Wildland-Urban Interface Code of the City of Livermore, hereinafter referred to as “this code.”

15.94.020 Amendments to the International Fire Code

The 2024 International Wildland-Urban Interface Code (IWUIC) adopted in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2025 California Wildland-Urban Interface Code.

15.94.030 CWUIC Chapter 1, Division II, amended - Creation of agency

Section 103.1 is amended to read:

103.1 Creation of agency. The Livermore-Pleasanton Fire Department is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Notable Amendments

The proposed changes to the California Building Standards Code are justified by unique local climatic, topographical, geological, and environmental conditions, as detailed in the ordinance. Notable examples of these amendments include:

Building Code:

- Roof covering shall be fire retardant minimum Class B or higher for all buildings regardless of type of construction.
- Structures assigned to Seismic Design Category C, D, E or F shall not have elements of structural plain concrete. Some exceptions apply.

Plumbing Code:

- Water distribution systems shall not be installed under a concrete floor slab within a building.

Fire Code:

- Storage of flammable and combustible liquids and flammable gases at Group R occupancies are limited as follows:

    12.1. Outside storage of flammable liquids (including gasoline) is limited to 30 gallons.

    12.2. Outside storage of combustible liquids (including diesel and kerosene) is limited to 55 gallons.

- NFPA 13D sprinkler systems: Automatic sprinkler systems installed in one- and two-family dwellings, Group R-3, Group R-4, Condition 1, and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D.

- In addition to the provisions of NFPA 13D, sprinklers shall be installed in the following additional locations:
    - Attic shall be provided with intermediate temperature-rated residential fire sprinklers for detection coverage and located at a spacing equivalent to 30 feet by 30 feet centers and maximum of 15 feet from outside walls.
    - Fire sprinklers shall be provided in garages.
    - Fire sprinklers shall be intermediate rated, quick response, with a maximum coverage of 130 square feet per sprinkler.
    - Any bathroom located under a stairway, regardless of the bathroom's size.
    - Any closet located under a stairway regardless of the closet's size or surfacing materials.

Green Code:

- Residential Buildings: Eighty-five percent (85%) of dwelling units with parking spaces shall be provided with a Low Power Level 2 Electric Vehicle (EV) ready space. Fifteen percent (15%) of dwelling units with parking spaces shall be Level 2 EV ready. ALMS shall be permitted to reduce load when multiple vehicles are charging. Up to five (5) Level 2 EV charging spots may be substituted for one fast EV charger to meet the requirements of 4.106.4.2.

- Nonresidential Occupancy: Class B Offices, including mixed-class buildings that include Occupancy Class B Office space - Shared Parking Space: Twenty percent (20%) of parking spaces shall be Level 2 EV Ready. Thirty percent (30%) of parking spaces provided shall be Level 2 EV Capable. “EV capable” refers to providing the necessary infrastructure, such as installed conduits and reserved panel capacity to support the future installation of EV chargers, making the process easier and more cost-effective.

- Hotel and Motel Occupancies: Shared Parking Facilities: Five percent (5%) of parking spaces provided shall be Level 2 EV Ready. Twenty-five percent (25%) of parking spaces provided shall be Low Power Level 2 EV Ready. Ten percent (10%) of parking spaces provided shall be Level 2 EV Capable.

- All Other Nonresidential Occupancies: Shared Parking Facilities: Ten percent (10%) of parking spaces provided shall be Level 2 EV Ready. Ten percent (10%) of parking spaces provided shall be Level 2 EV Capable.

- All newly constructed buildings shall be *all-electric buildings.* Building additions, alterations, repairs, and tenant improvements shall not be considered new construction. Exceptions include:

    1. Accessory Dwelling Units (ADUs) that are constructed on a lot with an existing residence that utilizes fuel gas.
    2. If the applicant establishes that there is not an all-electric prescriptive compliance pathway for the building under the California Building Energy Efficiency Standards, then the local enforcing agency may grant a modification. The applicant shall comply with Section 4.106.5.2.
    3. Non-combustion fuel cells that convert natural gas, biogas, or hydrogen to electricity on-site.

LIVERMORE
CALIFORNIA

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

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Introduce an ordinance amending Title 3, Chapter 3.45 Social Opportunity Endowment Fund (SOE) sections 3.45.020 *Purpose of the Fund* and 3.45.040 *Administration and Organization of Fund* in the Livermore Municipal Code.

RECOMMENDED ACTION

Staff recommends the City Council **introduce an ordinance**, and waive the first reading, amending Title 3, Chapter 3.45 Social Opportunity Endowment Fund sections 3.45.020 *Purpose of the Fund* and 3.45.040 *Administration and Organization of Fund* in the Livermore Municipal Code.

DECISION TYPE

Legislative

SUMMARY

Staff recommends the City Council introduce amendments to the Livermore Municipal Code Chapter 3.45 Social Opportunity Endowment Fund (SOE) sections 3.45.020 Purpose of the Fund to amend language allowing only the interest earnings of the fund to be spent, and 3.45.040 Administration and Organization of Fund to ensure the long-term sustainability of the SOE fund.

The amendments include increasing the fiscal year spending limit from $80,000 to $150,000 with a 3% annual increase and striking language linking the SOE to the portions of the City's Community Development Block Grant (CDBG) entitlement program as outlined in the Ordinance.

DISCUSSION

As a result of the 2002 Human Services Needs Assessment that identified the need for additional human services, the Social Opportunity Endowment Fund (SOE) was established by City Council in 2006 (Municipal code section 3.45; Reso #2006-38; Ordinance No. 1790) to provide a long-term, stable funding source for the delivery of quality human services to low-income city residents.

In 2006, Shea Homes initially capitalized the SOE through a Development Agreement (114-97) contribution for Tract 7610. The City received $956,000 in revenue plus approximately $94,193 in interest earned over the life of the fund, which was fully expended between FY2006-07 to FY2022-23. The SOE expenditures from FY 2006-07 through FY 2022-23 complied with the existing ordinance and provided critical local funding to serve low-income Livermore residents through a variety of services that included food programs, counseling, dental, behavioral health, and homeless services.

Following depletion of the SOE, staff negotiated, and Council approved two additional contributions through Development Agreements from the Isabel Crossing and Arroyo Vista developments totaling $1,800,000. Currently, staff are negotiating an additional $1,200,000 contribution to the SOE, for a total of $3,000,000 and plans to continue recapitalizing the fund over time to maintain the long-term sustainability of the SOE.

The Cities of Livermore, Pleasanton, and Dublin commissioned the 2024 Tri-Valley Human Services Needs Assessment which identified the need for enhanced services in community service areas including access to health and mental health services, substance use disorder treatment, counseling, and homeless services.

Due to the growing need for services in the community, staff are recommending the SOE ordinance be amended to increase annual spending levels to account for inflation and the increased cost of providing services. The current SOE ordinance, which was adopted in 2006, allows up to $80,000 to be spent annually on human services programs, however the Bureau of Labor Statistics Consumer Price Index (CPI) estimates $80,000 in 2006, is equivalent to $130,000 in 2025.

Based on the commitment of current contributions to the SOE and what is expected to be secured through development agreements, staff developed a 20-Year Expenditure Plan for an initial $3,000,000 in funds over the next 20-years assuming no additional contributions. The 20-Year Expenditure Plan assumes a $150,000 first-year allocation, with 4% annual interest earned, and a 3% annual increase for future allocations. The 4% annual interest assumption reflects the approximate current yield on the City's investment portfolio.

A true endowment would only use interest earned to fund priority services for low-income individuals and families in Livermore. The recommended amendments provide language to clarify the SOE is intended to be similar to an endowment where the balance of the fund is grown so the interest earnings will primarily provide a stable source of revenue in addition to slowly drawing down the principal to support the delivery of human services in the city. Staff will continue to seek out additional opportunities to capitalize the fund further to move closer to the aspirational goal of operating as an endowment.

FISCAL AND ADMINISTRATIVE IMPACTS

Housing and Human Services staff will manage the disbursement of the SOE funds through the annual Human Services Commission grants process. The Finance Division manages the investment of the SOE funds.

COMMUNITY PILLAR

1. A Safe Community That Thrives

GOAL

8. Expand and improve access to human services

ATTACHMENTS

1. Ordinance
2. Exhibit A - Chapter 3.45 Social Opportunity Endowment Fund

Prepared by: Josh Thurman
Human Services Programs Manager

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING TITLE 3, CHAPTER 3.45 SOCIAL OPPORTUNITY ENDOWMENT FUND (SOE) SECTIONS 3.45.020 *PURPOSE OF THE FUND* AND 3.45.040 *ADMINISTRATION AND ORGANIZATION OF FUND* IN THE LIVERMORE MUNICIPAL CODE

The Social Opportunity Endowment Fund (SOE) was established by City Council in 2006 (Municipal code section 3.45; Reso #2006-38; Ordinance No. 1790) to provide a long-term, stable funding source for the delivery of quality human services to low-income city residents.

In 2006 Shea Homes initially capitalized the SOE through a Development Agreement (114-97) contribution for Tract 7610. The City received $956,000 in revenue plus $94,193 in interest earned over the life of the fund which was fully expended between FY 2006-07 to FY 2022-23.

Due to the growing need for services in the community, and replenishment of SOE funds through development agreements, staff are recommending the SOE ordinance be amended to reflect inflation and the increase in cost of doing business. The current SOE ordinance, which was adopted in 2006, allows up to $80,000 to be spent per year on human services programs.

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

Section 1. *Purpose*. This ordinance amendment to the Social Opportunity Endowment Fund ensures long-term sustainability to the fund.

Section 2. *Instruction for Publication*. The amendments made by this ordinance are made as follows for transparency. 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 will only reflect the final language.

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

A. Title 3 (Revenue and Finance). Chapter 45 (Social Opportunity Endowment Fund), Section 020 (Purpose of the fund) is amended to read as follows:

The purpose of the fund is to provide a long- term, stable funding source for the delivery of quality human services to low income City residents.

The primary goal of the fund is to maximize the efficient and cost-effective delivery of human services and to facilitate collaborative efforts and a coordinated approach to improve and expand the delivery of quality human services to low income residents in the City.

The fund is intended to be similar to an endowment whereby the balance of the fund is grown so that the interest earnings ~~alone~~ provide a stable source of revenue in addition to slowly drawing down the principal to support the delivery of human services in the City.

B. Title 3 (Revenue and Finance). Chapter 45 (Social Opportunity Endowment Fund), Section 040 (Administration and organization of fund), subsection E is amended to read as follows:

E. To maintain a consistent source of funding for human services, no more than ~~$80,000 or 30 percent of the balance of the fund, whichever is less,~~ $150,000 ("Available Award"), may be awarded each fiscal year. The Available Award shall be increased each fiscal year beginning fiscal year 2026-27 by 3% of the then current total of the Available Award.

The City is not obligated to award the full amount available each fiscal year for award from the fund. ~~The maximum cumulative amount that may be awarded in a fiscal year shall not exceed the difference between the total amount to be awarded for human services for that fiscal year and the public services portion of the City's community development block grant entitlement.~~

The remaining balance of the fund shall be invested consistent with Section 53601 of the Government Code and the City's standard practices.

Section 4. *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 5. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 6. *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 September 8, 2025, 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:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – Chapter 3.45 Social Opportunity Endowment Fund

Chapter 3.45
SOCIAL OPPORTUNITY ENDOWMENT FUND

Sections:

3.45.010 Creation of fund.

3.45.020 Purpose of the fund.

3.45.030 Definitions.

3.45.040 Administration and organization of fund.

3.45.050 Awards from fund.

3.45.010 Creation of fund.

The endowment fund known as the “social opportunity endowment fund” is hereby created and referred to in this chapter as the “fund.” (Ord. 1790 § 1, 2006)

3.45.020 Purpose of the fund.

The purpose of the fund is to provide a long- term, stable funding source for the delivery of quality human services to low income city residents.

The primary goal of the fund is to maximize the efficient and cost-effective delivery of human services and to facilitate collaborative efforts and a coordinated approach to improve and expand the delivery of quality human services to low income residents in the City.

The fund is intended to be similar to an endowment whereby the balance of the fund is grown so that the interest earnings ~~alone~~ provide a stable source of revenue in addition to slowly drawing down the principal to support the delivery of human services in the City. (Ord. 2065 § 1(A), 2018; Ord. 1790 § 1, 2006)

3.45.030 Definitions.

The following words and phrases as used in this chapter shall have the following meanings:

A. “Human services” shall mean a broad range and intricate variety of programs, projects and activities designed to protect, improve and restore the personal welfare and well-being of residents of all ages and the social health of the community. By way of example, typical human services include, but are not limited to, social services, shelter, economic support, employment and training, education, health and protective services.

B. “Low income person” shall mean a person having an annual income of not more than 80 percent of the median income for the Oakland Standard Metropolitan Statistical Area as defined by the U.S. Department of

Labor and U.S. Department of Housing and Urban Development for a family of similar size as determined in accordance with the Housing and Community Development Act of 1974, as amended. (Ord. 1790 § 1, 2006)

3.45.040 Administration and organization of fund.

A. The housing and human services division shall administer the operation of the fund, process applications for awards from the fund, and oversee the use of awards from the fund consistent with this chapter and the plan adopted by City Council resolution.

B. The Human Services Commission shall evaluate applications for awards from the fund and make recommendations to the City Council regarding the applications. The commission shall also render written reports to the City Council detailing the activities of the fund not less than once a year and at such other times as requested by the City Council.

C. The fund shall be interest-bearing. The interest accrued on the fund shall be deposited back into the fund. None of the moneys in the fund shall revert to the general fund.

D. It is intended that the fund shall be financed through contributions from development agreements, reinvestment of interest earned on the balance of the fund, grants, gifts, donations, and other alternative funding sources. However, the City's general fund operating budget may include an annual appropriation for the fund as approved by the City Council based upon recommendations made by the Human Services Commission.

E. To maintain a consistent source of funding for human services, no more than $150,000 ("Available Award") may be awarded each fiscal year. The Available Award shall be increased each fiscal year beginning fiscal year 2026/2027 by 3% of the then current total of the Available Award.

The City is not obligated to award the full amount available each fiscal year for award from the fund. ~~The maximum cumulative amount that may be awarded in a fiscal year shall not exceed the difference between the total amount to be awarded for human services for that fiscal year and the public services portion of the City's community development block grant entitlement.~~

The remaining balance of the fund shall be invested consistent with Section 53601 of the Government Code and the City's standard practices.

F. The City Council shall adopt by resolution a plan establishing the policies and procedures for the administration of the fund consistent with this chapter. At a minimum, the plan shall include:

1. A process for accepting and reviewing applications for awards from the fund.

2. Criteria to be considered by the Human Services Commission when evaluating applications by eligible agencies and organizations for awards from the fund for qualified programs, projects, and activities.

3. Administrative requirements to monitor the use of an award including provisions for reporting and invoicing.

4. Procedures and requirements for the actual delivery and use of an award. (Ord. 2065 § 1(A), 2018; Ord. 1790 § 1, 2006)

3.45.050 Awards from fund.

A. Only public agencies and community-based organizations that have a 501(c)(3) status shall be eligible to apply for an award from the fund.

B. Only programs, projects, or activities that primarily benefit low income persons and are consistent with the policies set forth in this chapter and the plan adopted by City Council resolution shall be qualified for an award from the fund.

C. Awards from the fund shall be made only to eligible agencies and organizations for qualified programs, projects, and activities depending to the extent that a need for low income residents is identified in the City's consolidated plan priorities or the human services needs assessment.

D. Housing and human services staff shall process applications for awards from the fund and present a list of eligible agencies and organizations to the Human Services Commission for qualifying programs, projects, and activities. The Human Services Commission will evaluate and rank the applications based upon the criteria in the Council's resolution and provide a recommendation to the City Council for award from the fund.

E. The City Council may within its discretion make awards from the fund. The City Council is not obligated to follow the recommendations of the Human Services Commission. (Ord. 2065 § 1(A), 2018; Ord. 1790 § 1, 2006)

LIVERMORE
CALIFORNIA

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

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution ratifying the execution of a fourth amendment to the agreement with Consolidated Engineering Laboratories for construction inspection, special inspections, and material testing services for the Livermore Village Parking Garage Project DR586003 to increase the not-to-exceed amount by $100,000 from $624,00 to $724,000 and extend the termination date to June 30, 2026.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution ratifying the execution of a fourth amendment to the agreement with Consolidated Engineering Laboratories for construction inspection, special inspections, and material testing services for the Livermore Village Parking Garage Project DR586003 to increase the not-to-exceed amount by $100,000 from $624,00 to $724,000 and extend the termination date to June 30, 2026.

DECISION TYPE

Administrative

SUMMARY

On December 9, 2022, the City of Livermore entered into an agreement with Consolidated Engineering Laboratories to provide construction inspection, special inspections, and material testing services for the Livermore Village (L Street) Parking Garage Project DR586003. This fourth amendment will increase the amount of the agreement by $100,000 and extend the termination date from December 31, 2025, to June 30, 2026. The current schedule anticipates substantial completion in October 2025. The extra contract time will allow any required services during completion of punch list items and post-construction monitoring. Staff recommends City Council authorize the City Manager to execute a fourth amendment to ensure uninterrupted availability of material testing services and required special inspections through the completion of the garage construction.

DISCUSSION

Consolidated Engineering Laboratories currently provides the City construction inspection, special inspection, and materials testing for the Livermore Village (L Street) Garage Project. Special inspections include inspection of welding connections of the precast concrete panels, structural steel beams, and architectural metal. Inspection reports of these structural elements are required by the City Building Department to ensure that building codes are being met and accept the building for occupancy.

Due to significant project delays—primarily resulting from the contractor's inefficiencies, substandard workmanship, and the late delivery of precast concrete panels—the previous budget and timeline for required inspections are no longer adequate. To ensure continued compliance and oversight, the City must amend the existing agreement with Consolidated Engineering Laboratories to increase the total compensation from $624,000 to $724,000 and extend the termination date from December 31, 2025 to June 30, 2026. The current schedule anticipates substantial completion in October 2025. The extra contract time will allow any required services during completion of punch list items and post-construction monitoring.

The amendment was executed by the City Manager on August 8, 2025, to avoid a lapse in services due to the importance of the special inspections to ensure that building code requirements are being met. Staff recommends City Council ratify the amendment to continue receiving materials testing and special inspections through the completion of the garage construction.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for this agreement amendment that increases the amount of the agreement by $100,000, is included in the FY 2025-2030 Capital Improvement Plan budget for Livermore Village Parking Garage Project DR586003. The project is funded with 2022 COP Construction Funds (Fund 540).

COMMUNITY PILLAR

4: Inclusive & Inviting Spaces & Places

GOAL

3: Continue to implement the Downtown Specific Plan

ATTACHMENTS

1. Resolution
2. Exhibit A - Fourth Amendment

Prepared by: Dennis Aberion
Construction Inspection Manager

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RATIFYING THE EXECUTION OF A FOURTH AMENDMENT TO THE AGREEMENT WITH CONSOLIDATED ENGINEERING LABORATORIES FOR CONSTRUCTION INSPECTION, SPECIAL INSPECTIONS, AND MATERIAL TESTING SERVICES FOR THE LIVERMORE VILLAGE PARKING GARAGE TO INCREASE THE NOT-TO-EXCEED AMOUNT TO $724,000 AND EXTEND THE TERMINATION DATE TO JUNE 30, 2026 (PROJECT DR586003)

On December 9, 2022, City of Livermore ("City") and Consolidated Engineering Laboratories entered into an agreement to provide construction inspection, special inspections, and material testing services for the Livermore Village Parking Garage Construction Project DR586003. Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On January 6, 2025, City and Consolidated Engineering Laboratories amended the Original Agreement to extend the termination date to December 31, 2025. This was the First amendment to the Original Agreement.

On February 24, 2025, City and Consolidated Engineering Laboratories amended the Original Agreement and First Amendment to increase total compensation from $474,000 to $624,000. This was the Second amendment to the Original Agreement.

On March 12, 2025, City and Consolidated Engineering Laboratories amended the Original Agreement, First Amendment, and Second Amendment to add to the Description of Services "various development and capital improvement projects, and encroachment permits as needed". This was the Third amendment to the Original Agreement.

City and Consolidated Engineering Laboratories now desire to amend the Original Agreement, and the First, Second, and Third Amendment to increase total compensation from $624,00 to $724,000 and extend the termination date to June 30, 2026. This is the Fourth amendment to the Original Agreement.

On August 8, 2025, the City Manager executed a fourth amendment for construction inspection, special inspections, and material testing to maintain these services for the Livermore Village Parking Garage Construction Project DR586003 pending ratification and approval of the fourth amendment by the City Council.

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

1. Ratifies the execution of a fourth amendment to the professional services agreement with Consolidated Engineering Laboratories, attached hereto as Exhibit A, for construction inspection, special inspections, and material testing services for the Livermore Village Parking Garage Project DR586003 to increase the not-to-exceed amount by $100,000, from $624,00 to $724,000, and extend the termination date to June 30, 2026.

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 September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Acting City Attorney

Exhibit A – Fourth Amendment

EXHIBIT A

25-0441

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT is made and entered into this 8th day of August, 20 25, by and between the City of Livermore ("City"), a municipal corporation, and Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories ("Consultant"), a California Corporation.

RECITALS

On December 9, 2022, City and Consultant entered into an agreement for Consultant to provide construction inspection, special inspections, and material testing services for the Livermore Village Parking Garage Construction Project 586003. Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On January 6, 2025, City and Consultant amended the Original Agreement to extend the termination date to December 31, 2025. This was the First amendment to the Original Agreement.

On February 24, 2025, City and Consultant amended the Original Agreement and First Amendment to increase total compensation from $474,000 to $624,000. This was the Second amendment to the Original Agreement.

On March 12, 2025, City and Consultant amended the Original Agreement, First Amendment, and Second Amendment to add to the Description of Services "various development and capital improvement projects, and encroachment permits as needed". This is the Third amendment to the Original Agreement.

City and Consultant now desire to amend the Original Agreement, and the First, Second, and Third Amendment to increase total compensation from $624,00 to $724,000 and extend the termination date to June 30, 2026. This is the Fourth 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:

Compensation and Payment.

a. The total compensation payable by the City to Consultant for the Services SHALL NOT EXCEED the sum of **$724,000** ("not to exceed amount"). City shall compensate Consultant for the Services rendered

EXHIBIT A

at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" to the Original Agreement and to the First Amendment up to the not-to-exceed amounts. 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 or labor, licensing, permitting, overhead and administrative costs, and employees to provide the Services.

B. Section 6 of the Original Agreement is amended to read as follows:
Term. The term of this Agreement commences on December 9, 2022, and terminates upon the completion of Services or June 30, 2026, 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:**

Signed by:
Rob Morse
CB7F933FA494432...

7/25/2025 | 12:00 PM PDT

Rob Morse, Senior Vice President
Consolidated Engineering Laboratories

CITY OF LIVERMORE: **Dated:**

Signed by:
Marianna A. Burch
9529DE8D0B14447...

8/8/2025 | 9:45 AM PDT

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B098F65715704E2...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A8F7D34BB6A748A...

Risk Manager/Analyst

LIVERMORE
CALIFORNIA

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

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of agreements with Swaim Biological, Inc., in an amount not-to-exceed $800,000 and with WRA, Inc. in an amount not-to-exceed $500,000 to provide on-call engineering environmental support services with terms ending December 31, 2028.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute agreements with Swaim Biological, Inc. in an amount not-to-exceed $800,000 and with WRA, Inc. in an amount not-to-exceed $500,000 to provide on-call engineering environmental support services with terms ending December 31, 2028.

DECISION TYPE

Administrative

SUMMARY

The City of Livermore (City) requires consultants to perform on-call environmental support services for projects including assistance with environmental documents and technical reports, environmental field surveys, biological surveys and monitoring, environmental mitigation plans and reports, archaeological and historical significance evaluations, permit applications, and coordination with regulatory agencies.

The proposed professional services agreements will provide on-call environmental support services through December 31, 2028 to assist with capital improvement projects and engineering division operations. The contracts for each consultant have total not-to-exceed amounts as follows:

- Swaim Biological, Inc. $800,000
- WRA, Inc. $500,000

In addition, staff is establishing a list of consultants that are pre-qualified for current and upcoming environmental related capital improvement projects. This process reduces the time to obtain consultants

for individual projects.

DISCUSSION

The City requires consultants to perform on-call environmental support services for capital improvement projects, including water, wastewater, and stormwater projects associated with the City's Capital Improvement Plan (CIP), subsequent updates to the CIP program, and Engineering Division operational support. These services include assistance with project planning, environmental analysis, environmental documents and technical reports, environmental field surveys, biological surveys and monitoring, environmental mitigation plans and reports, archaeological and historical significance evaluations, permit applications, and coordination with regulatory agencies. For example, some of the ongoing and future projects that are anticipated to be under the scope of the on-call environmental support services and the pre-qualified list of consultants for project-specific support include, but are not limited to the following projects as approved in the City's Fiscal Year 2025-2030 5-Year Capital Improvements Plan:

- SD201941 - Altamont Creek Mitigation
- SD202424 - Storm Drains for Ponding Areas
- SD202523 - Stream Maintenance by Contractors
- SD202623 - Springtown Flood Protection
- SDS2023P - 2023 Storm Damage Permanent Repairs C-G
- SM201721 - Bluebell Drive Bridge Repair at Altamont Creek
- SM202219 - Bridge Rehabilitation
- TB200245 - Arroyo Las Positas Trail near Walmart
- TB201945 - Las Colinas Trail
- TB202626 - Arroyo Mocho Trail at Concannon Boulevard
- TI202414 - Arroyo Las Positas at Heather Lane Bridge
- WW201414 - Springtown Trunkline Replacement

Staff issued a request for qualifications (RFQ) for firms interested in providing environmental support services for the City. The purpose of this process was to receive statements of qualifications (SOQs) from multiple consultants and based on review of these qualifications, establish the following:

- Environmental support services agreements on an on-call basis for as-needed tasks related to the City's capital improvement projects and Engineering Division operations
- A list of pre-qualified consultants eligible for award of individual professional services agreements for specific ongoing and/or future capital improvement projects requiring environmental support services

Statements of qualification were received from the following eight firms:

Consultant Name	**City**
WRA, Inc.	San Rafael, CA
FCS International, Inc.	Irvine, CA
Rincon Consultants, Inc.	Oakland, CA
Swaim Biological, Inc.	Livermore, CA
Precision Civil Engineering, Inc.	Fresno, CA
EMC Planning Group, Inc.	Monterey, CA

M-Group	Berkeley, CA
Sequoia Ecological Consulting, Inc.	Walnut Creek, CA

The selection committee reviewed the SOQs and recommended the following top-rated consultants to perform environmental support services on an on-call basis:

Consultant Name	**Service**
WRA, Inc.	Environmental Services
Swaim Biological, Inc.	Environmental Services

FISCAL AND ADMINISTRATIVE IMPACTS

The on-call agreements will commence upon approval by the City Council and terminate December 31, 2028. The contracts for each of the on-call consultants have total not-to-exceed amounts as follows:

- Swaim Biological, Inc. $800,000
- WRA, Inc. $500,000

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

3: Environmental Stewardship

GOAL

3: Help the City fulfill its obligations under state and federal environmental regulations, and in response to regulatory oversight.

GUIDING DOCUMENT

2025-2030 Capital Improvement Plan

ATTACHMENTS

1. Resolution
2. Exhibit A - Swaim Biological Inc. Agreement
3. Exhibit B - WRA Inc. Agreement

Prepared by: Christopher Ferrel
Associate Civil Engineer

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS WITH SWAIM BIOLOGICAL INC., IN AN AMOUNT NOT-TO-EXCEED $800,000 AND WITH WRA INC., IN AN AMOUNT NOT-TO-EXCEED $500,000 TO PROVIDE ON-CALL ENGINEERING ENVIRONMENTAL SUPPORT SERVICES WITH TERMS ENDING DECEMBER 31, 2028

The City of Livermore ("City") requires consultants to perform on-call environmental support services for projects including assistance with environmental documents and technical reports, environmental field surveys, biological surveys and monitoring, environmental mitigation plans and reports, archaeological and historical significance evaluations, permit applications, and coordination with regulatory agencies.

City staff sent out requests for qualifications to firms interested in on-call environmental services contracts and being on a pre-qualification list for future projects. Eight statements of qualifications were received. After review, City staff rated two firms as the most-qualified for on-call environmental services agreements and staff rated four of the firms as pre-qualified for award of individual professional services agreements for specific ongoing and/or future capital improvement projects requiring environmental support services.

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 Swaim Biological Inc., attached hereto as Exhibit A, in an amount not-to-exceed $800,000 to provide on-call engineering environmental support services.

2. Authorizes the City Manager to execute a professional services agreement with WRA Inc., attached hereto as Exhibit B, in an amount not-to-exceed $500,000 to provide on-call engineering environmental support services.

3. 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 September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Acting City Attorney

Exhibit A – Swaim Biological Inc. Agreement
Exhibit B – WRA Inc. Agreement

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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 Swaim Biological Inc. ("Consultant"), a(n) California Corporation.

RECITALS

City requires professional services to provide on-call environmental support services for capital improvement projects and engineering division operations including assessments & surveys, permitting & compliance support, construction support, habitat mitigation, restoration planning, and other services related to document review, graphics development, and data collection, management, and presentation using global positioning systems (GPS) and geographic information systems (GIS).

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

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entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

(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.

These tasks shall be ordered as needed pursuant to individual written project assignment orders issued by the City and approved by the City Engineer. Project assignments will include scope of work and budget to provide standards to determine when City will deem that project complete. City also reserves the right not to order any services or expend any money pursuant to this Agreement.

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

(a) Coordinate the Services with Christopher Ferrel ("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

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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;

(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;

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(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;

(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 09/08/2025 and terminates upon the completion of the Services or 12/31/2028, 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 $800,000.00 ("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.

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(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.

(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

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duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

(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.

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

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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.

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.

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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.

(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.

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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: City Engineer City of Livermore / Community Development 1052 South Livermore Avenue Livermore, CA, 94550
Email:	engineering@livermoreca.gov
Email:	purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Attention: Karen Swaim Swaim Biological Inc. 4435 First Street, PMB 312 Livermore, CA, 94551 United States
Email:	kswaim@swaimbio.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.

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

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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:**

DocuSigned by:
Karen Swaim
9463A614770B467...
8/17/2025 | 7:54 AM PDT

Karen Swaim
Principal

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F63713704E2...
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
Exhibit D - FEMA Requirements
Exhibit E - FHWA Requirements
Exhibit F - FAA Contract Provisions
Exhibit G - ACTC Requirements

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EXHIBIT A

Scope of Work for

ENVIROMENTAL SUPPORT SERVICES

Swaim Biological Inc. (SBI) will provide professional services to support capital improvement projects, assistance with environmental reports and documents, and federally funded projects, including but not limited to Federal Emergency Management Agency (FEMA) funded projects including Disaster funding and Hazard Mitigation Grant Program funding, Caltrans-Federal Highway Administration (FHWA) funded projects, Federal Aviation Administration (FAA) funded projects, and/or federally funded recovery efforts under US Fish and Wildlife Service. SBI will prepare CEQA/NEPA environmental documents.

1. Assessments & Surveys: Expertise, experience, and resources to perform environmental assessments and surveys, including the following services:
    a. Biological Assessments
    b. Special Status Species
    c. Habitat Assessments
    d. Special Status Species Surveys
    e. Nesting Bird Surveys
    f. Wetland and Jurisdictional Waters Delineations

    SBI will provide professional services to planning, resourcing, and executing environmental assessments and surveys that may be necessary to support new construction and ongoing operations within the City. SBI possesses experience and expertise in conducting species surveys and biological monitoring to comply with the City's Stream Maintenance Program permit and annual notification requirements.

2. Permitting and Compliance Support: SBI will provide expertise, experience, and resources to assist the City with obtaining permits and complying with permitting conditions and regulatory requirements, including the following services:
    a. Permitting Assistance
    b. Regulatory Compliance
    c. Biological Resources assessments to support CEQA and NEPA Services

    SBI will provide services to complete formal and informal consultations with the U. S. Fish and Wildlife Service and California Department of Fish and Wildlife under Sections 7 and 10 of the federal Endangered Species Act, and Section 2081 of the California Endangered Species Act. SBI will provide services and local regulatory experience to navigate the regulatory processes associated with obtaining permits from the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act and Section 10 of the River and Harbor Act of 1899; Water Quality Certifications under Section 401 and Waste Discharge Requirements under the Porter-Cologne Act; and Section 1600 Lake and Streambed Alteration Agreements with the California Department of Fish and Wildlife.

3. Construction Support: SBI will provide expertise, experience, and resources to assist the City with monitoring and managing construction activities to comply with permitting conditions and regulatory requirements, including the following services:

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   a. Preconstruction surveys
   b. Creating and implementing compliance programs
   c. Training
   d. Monitoring conditions during and after construction
4. Habitat Mitigation and Restoration Planning: SBI will provide expertise, experience, and resources to assist the City with the planning and design of mitigation and restoration measures to address construction impacts, including the following services:
   a. Habitat Restoration
   b. Mitigation Planning
   c. Mitigation Design and Monitoring
   d. Wetland Creation, Restoration, and Monitoring
   e. Long Term Management Plan Development
5. Other Services: SBI will provide technical proficiency to perform the following services:
   a. Professional third-party review, such as peer reviews, of studies and permitting documents.
   b. Development of graphics and exhibits depicting environmental information including drawings, mapping, and posters.
   c. Data collection in the field using Geographic Positioning System (GPS) technology, with expertise in integrating the field date with existing Geographic Information Systems (GIS) datasets and combining with high-resolution georeferenced aerial photographs.
   d. Extensive knowledge of and capability in using GIS to perform geospatial analysis and prepare mapping. All GIS files provided to the City are to be compatible with the latest version of GIS used by the City.

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Appendix 2: Billing Rate Schedule

SBI Schedule of Hourly Rates for Key Staff (2025-2029)

Key Personnel and Title	2025	2026	2027	2028	2029
Karen Swaim, Principal Biologist II	$201	$207	$213	$219	$226
Leslie Koenig, Principal Biologist I	$170	$175	$180	$186	$191
Chris Swaim, GIS Manager	$180	$186	$191	$197	$203
Natasha Dvorak, Principal Regulatory Specialist	$155	$159	$164	$169	$174
Ryan Byrnes, Principal Biologist I	$170	$175	$180	$186	$191
Will McCall, Biologist III	$139	$143	$148	$152	$157
Jacqueline Taylor, Biologist III	$139	$143	$148	$152	$157
Gabriella Orta, Biologist II	$118	$122	$126	$129	$133

SBI Classifications and Hourly Rates (2025-2029)

SBI Labor Category	2025	2026	2027	2028	2029
Principal Biologist II	$201	$207	$213	$219	$226
GIS Manager	$180	$186	$191	$197	$203
Principal Biologist I	$170	$175	$180	$186	$191
Program Manager	$165	$170	$175	$180	$185
Principal Regulatory Specialist	$155	$159	$164	$169	$174
Assistant Project Manager	$134	$138	$142	$146	$151
Biologist III	$139	$143	$148	$152	$157
Biologist II	$118	$122	$126	$129	$133
Biologist I	$93	$95	$98	$101	$104

SBI mileage billed at current federal rate, direct expenses billed at cost.

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ICF Schedule of Hourly Rates for Key Staff (2025-2029)

Key Personnel and Title	2025	2026	2027	2028	2029
Amy Poopatanapong, Sr. Consultant I	$175	$180	$186	$191	$197
Kathryn Gaffney, Managing Consultant	$230	$237	$244	$251	$259
Sally Zeff, Project Director	$290	$295	$300	$305	$310
Lindsley Britton, Sr. Consultant II	$190	$196	$202	$208	$214

ICF Classifications and Hourly Rates (2025-2029)

ICF Labor Category	2025	2026	2027	2028	2029
Sr. Project Director	$320	$325	$330	$335	$340
Project Director	$290	$295	$300	$305	$310
Technical Director	$265	$270	$275	$280	$285
Sr. Technical Analyst	$250	$257	$264	$273	$281
Managing Consultant	$230	$237	$244	$251	$259
Sr. Consultant III	$210	$216	$223	$229	$236
Sr. Consultant II	$190	$196	$202	$208	$214
Sr. Consultant I	$175	$180	$186	$191	$197
Associate Consultant III	$160	$165	$170	$175	$180
Associate Consultant II	$145	$149	$154	$158	$163
Associate Consultant I	$135	$139	$143	$147	$152
Assistant Consultant	$125	$129	$133	$137	$141
Env Tech II	$120	$124	$127	$131	$135
Env Tech I	$110	$113	$117	$120	$124

ICF will charge a 5% mark-up on other direct costs such as travel and field supply costs.

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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:
   $5,000,000 per occurrence/**$10,000,000** 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:
   $2,000,000 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:
   $5,000,000 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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FEDERAL PROVISIONS – FEMA

I. DEFINITIONS

A. **Government** means the United States of America and any executive department or agency thereof.

B. **FEMA** means the Federal Emergency Management Agency.

C. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

A. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non– Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

A. The Contractor agrees to provide the City, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonablyneeded.

C. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date City makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the City, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

D. The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in the City's Agreement.

IV. DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2
C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2
C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.

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C. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement, Contractor is the "prospective lower tier participant."

D. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.

E. This certification is a material representation of fact relied upon by City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the City, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

A. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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VII. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of City's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to any requirements set forth in the Agreement.

A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at http://www.dir.ca.gov/lcp.asp.

B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for City, select "City of Livermore" In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of $100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

A. Compliance: Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

B. Overtime: No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.

D. Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

E. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs

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A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

1) The copyright in any work developed with the assistance of funds provided under this Agreement;
2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the City and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the City and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.

C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XIII. ENERGY CONSERVATION REQUIREMENTS

A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year)

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air

Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

B. Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.

C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

XV. TERMINATION FOR CONVENIENCE OF CITY (applicable to all contracts in excess of $10,000). See Agreement.

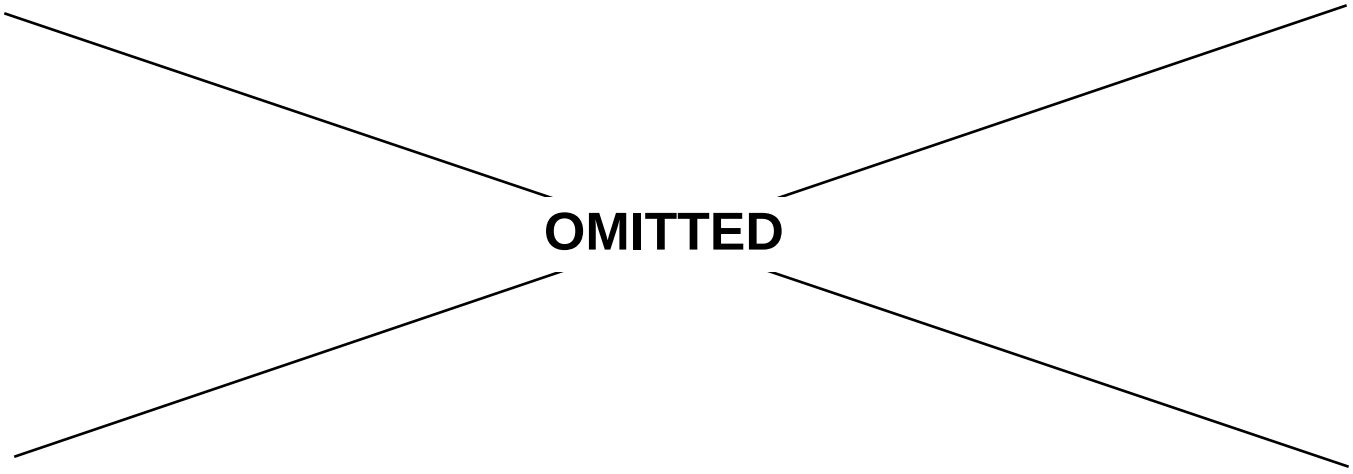
XVI. TERMINATION FOR DEFAULT (applicable to all contracts in excess of $10,000) Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Agreement.

XVII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. Contractor agrees to the provisions of Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of $100,000).

C. Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



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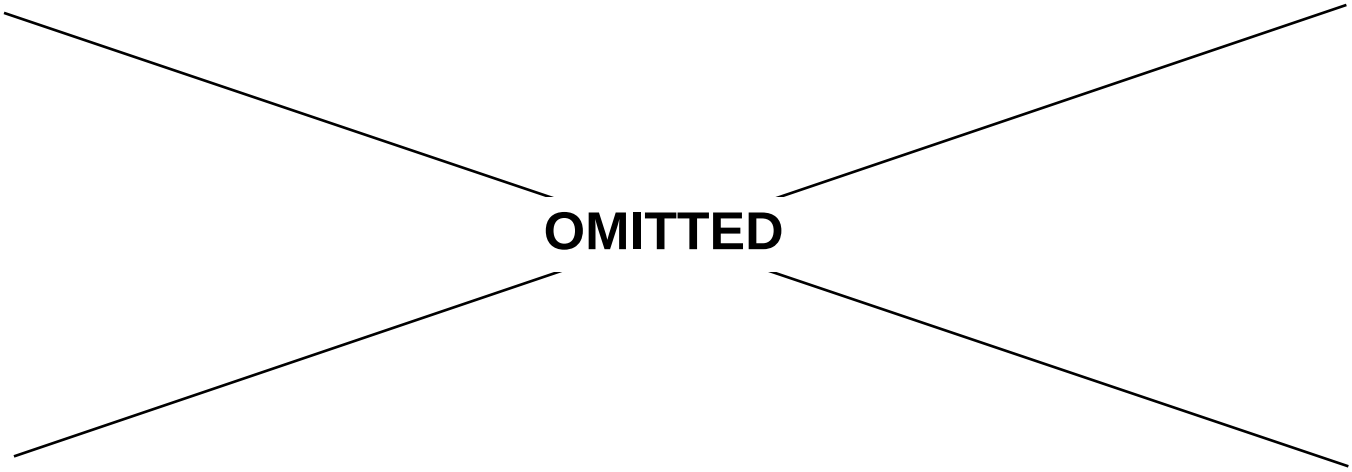

XIX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

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

XX. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause City to be in violation of the FEMA terms and conditions.

I declare under penalty of perjury that I have read, understood, and agree to comply with all of the provisions set forth in Exhibit A.

_____ _____

Contractor Signature Date

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ATTACHMENT A 1
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to,

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check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I declare under penalty of perjury that I have read, understood, and agree to comply with all of the provisions set forth in Attachment A 1.

_____ _____

Contractor Signature Date

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Attachment A 2
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I declare under penalty of perjury that I have read, understood, and agree to comply with all of the provisions set forth in Attachment A 2.

_____ _____

Contractor Signature Date

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EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 0.00%

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards meeting the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in best qualified consultant's executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The proposer is a DBE and will meet the goal by performing work with its own forces.
2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

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D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

B. Access the CUCP database from the Department of Transportation, Office of Civil Rights website

1. Click on the link titled Disadvantaged Business Enterprise;
2. Click on Search for a DBE Firm link;
3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %

Local Agency to Complete this Section		
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ _____ Consultant's Ranking after Evaluation: _____	**11. TOTAL CLAIMED DBE PARTICIPATION**	**%**
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
21. Local Agency Representative's Signature _____ 22. Date _____	12. Preparer's Signature _____ 13. Date _____	
23. Local Agency Representative's Name _____ 24. Phone _____	14. Preparer's Name _____ 15. Phone _____	
25. Local Agency Representative's Title _____	16. Preparer's Title _____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. DBE % - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. Total Claimed DBE Participation % - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
18. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
19. Proposed Contract Execution Date - Enter the proposed contract execution date.
20. Consultant's Ranking after Evaluation – Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____

8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount

Local Agency to Complete this Section		
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____	**14. TOTAL CLAIMED DBE PARTICIPATION**	$ %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
23. Local Agency Representative's Signature _____ 24. Date _____	15. Preparer's Signature _____ 16. Date _____	
25. Local Agency Representative's Name _____ 26. Phone _____	17. Preparer's Name _____ 18. Phone _____	
27. Local Agency Representative's Title _____	19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location as it appears on the project advertisement.
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Total Contract Award Amount - Enter the total contract award dollar amount for the prime consultant.
8. Total Dollar Amount for ALL Subconsultants – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. Total number of ALL subconsultants – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
22. Contract Execution Date - Enter the date the contract was executed.
23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

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INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

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Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-Aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSCIALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.

[*Note: italic text within brackets throughout the Articles is intended for instructional purposes only*]

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ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)
The Project Manager for the "CONSULTANT" will be (NAME)
The name of the "LOCAL AGENCY" is as follows:
(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A & B below for standard AGREEMENTs*]

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

[*Option 2 - Use paragraphs A & B below for on-call AGREEMENTs]*

A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

[*Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*]

A. CONSULTANT Services
[*Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent*

uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).]

B. Right of Way
[*State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.*]

C. Surveys
[*State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.*]

D. Subsurface Investigations
[*State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.*]

E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings
[*For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.*]

H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies
The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

[*A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.*]

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

[*Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.*]

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

[*Choose either Option 1, 2, 3, or 4*]

[*Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTs*]

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $(Amount).

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

[*Option 2 - For Cost per Unit of Work AGREEMENTs, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project*].

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be $(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in

Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

[*Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements (such as on-call Agreements). This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection.*]

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. [*Local Agency to include either (a) or (b) below; delete the other one*]

(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.

(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed $ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

[*Option 4 - Use paragraphs A through E below for lump sum agreements.*

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

E. The total amount payable by LOCAL AGENCY shall not exceed $(Amount).

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

[*Choose either Method 1, Method 2, or Method 3 below and delete the other two.*]

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

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Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

[*Include this article in all AGREEMENTs where federal funding will exceed $150,000. If less than $150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.*]

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2

CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is_____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

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6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
    a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Description of scope of work and cost proposal

- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
- Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
   - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
   - Solicitations of DBEs for performance of work identified
   - Correspondence with interested DBEs that may have included contract details and requirements
   - Negotiation efforts with DBEs that reflect why an agreement was not reached
   - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
   - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
   - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subconsultant
   - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

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If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENGY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work

of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

[*Choose either Option 1 or Option 2*]

[*Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations.*]

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

[*Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations.*]

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal*]

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

[*Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E*]

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

[*Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper*]

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY.

Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

[*For PS&E contracts add paragraph F, below, to paragraphs A through E, above*]

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

(1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[*The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.*

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

a. *for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
b. *for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.*]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

    ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on,

over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:
(CONSULTANT)
(NAME) ,Project Manager
(ADDRESS)

LOCAL AGENCY:
(LOCAL AGENCY)
(NAME) , Contract Administrator
(ADDRESS)

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

(Name of LOCAL AGENCY)	(Name of CONSULTANT)
_____(Signature)_____	____(Signature)_____
(Name of Signer)	(Name of Signer)
Date: _____	Date: _____

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EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of ___% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

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C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

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F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

EXHIBIT F
EXHIBIT A

Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: _____ Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* _____

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____
- Years of consultant's experience with 48 CFR Part 31 is _____
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐ Local Govt ICR Audit ☐ Caltrans ICR Audit ☐

CPA ICR Audit ☐ Federal Govt ICR Audit ☐

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** _____ Title**: _____

Signature: _____ Date: _____

Phone**: _____ Email**: _____

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

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California Safe Harbor Indirect Cost Rate Program

Consultant Firm Certification of Eligibility and Certification of Financial Management System

Consultant Firm Name _____

Local Agency (if applicable) _____

Contract Number / Federal Project Number _____

Contract Total $ _____

For Subconsultant Firms – estimated % of work to be performed _____ %

Safe Harbor Indirect Cost Rate (SHR): **Home: 120% and/or Field: 90%**
Field SHR will be utilized for contracts where the work deliverables are not completed from the consultant offices (i.e. Construction Inspection, Material Testing, Sources Inspection, others).

Consultant Firm Certification of Eligibility

I, the undersigned, certify that I am eligible to use the Safe Harbor indirect cost rate as I:

1. Am not a Prime Consultant Firm on a Caltrans contract > $3.5M, or
   Local Government contract > $1M, regardless of the participation amount.
2. Have not used SHR for more than three (3) years since entering the program on a state or federally funded contract.

   AND

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant ICR.
2. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate.

Certification of Financial Management System

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor indirect cost rate requirements and financial reporting, accounting records, internal and budget control as set forth in 2 CFR 200, Subpart D. These standards require consulting firms have an accounting system

adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs and remove unallowable costs.

Print Name _____

Signature _____
(Electronic Signature Allowed)

Title _____

Date Completed _____

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

Definition of Terms

Direct Cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives, 48 CFR 31.202.

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective but is identified with two or more final cost objectives or with at least one intermediate cost objective, 48 CFR 31. 203.

References

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles.
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards.
Title is 2 CFR 200 Subpart D, Standards for Financial and Program Management.
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts.
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services.
American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition).

California Safe Harbor Indirect Cost Rate Program

Caltrans Contract

If participating on a Caltrans Contract, also attach a completed copy of the following Safe Harbor Indirect Cost Rate Questionnaire for Evaluating Consultant Firm's Financial Management System.

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California Safe Harbor Indirect Cost Rate Program

Questionnaire for Evaluating Consultant Firm's Financial Management System

Consultant Firm Name _____

Firm Headquarters Address _____

_____

Accounting Records

- Location where Accounting records are held _____
- Name and Title _____
- Email and Phone _____
- Mailing Address _____

_____

To be eligible for Safe Harbor indirect cost rate (SHR), the Consultant Firm's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR 31 for the different business segments.

Instructions

1. Answer all questions and provide an explanation and additional supporting documentation where requested.
2. If additional space is required, please attach a separate sheet and refer to items being answered by number.

Has the Firm developed an indirect cost rate in the past? Yes ____ No ___

If "Yes", you are NOT ELIGIBLE to use the SHR.
DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an ICR Schedule.

Is the Firm a Prime Consultant Firm on a Caltrans contract > $3.5M Yes ____ No ___
Or Local Government contract > $1M, regardless of the participation Amount?
If "Yes", you are NOT ELIGIBLE to use the SHR.
DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an AUDITED ICR Report.

California Safe Harbor Indirect Cost Rate Program

1. What form of business entity is the Firm?

   Sole Proprietorship ___ Partnership ____ C Corporation __ S Corporation __

   Other _____

2. What types of services will the Firm provide for this contract? (Select all that apply.)

   Architectural and Engineering Services ____ Program Management ____

   Preliminary Engineering ____ Design Engineering ____

   Surveying ____ Feasibility Studies ____

   Mapping or Architectural Related Services ____ Other _____

3. Does the Firm have prior government contracting experience? Yes ____ No ____

4. Does the general ledger contain separate direct and indirect accounts for the following?

   Labor Yes ___ No _____ Non-Labor Yes ____ No ____

5. Does the company have a system in place to identify and remove form the indirect cost pools all unallowable cost? Yes_____ No ____

6. Does the firm assign a unique identification/project number in your accounting system for each contract/project?

   Yes _____ No _____

7. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with unique reporting codes?

   Yes _____ No _____

California Safe Harbor Indirect Cost Rate Program

8. Do you have written policies on the following cost categories?

Accounting	Yes ___ No ____	Overtime	Yes _____ No ____		
Billing	Yes ___ No ____	Direct/Indirect Expenses	Yes _____ No ____		
Timesheet Preparation	Yes ___ No ____	Prevailing Wage	Yes _____ No ____		
Bonus	Yes ___ No ____				

9. What types of employee status will the Firm provide for this contract?

Non-exempt ____ Exempt-salaried ___ Exempt-hourly ___ Contract Employee ___

Other _____

10. Does the Firm pay overtime for exempt employees?

Yes _____ No ___

11. Besides labor, does the Firm normally bill/invoice the following as direct contract/project costs? (Select all that apply)

Vehicle	_____	Shipping	_____
Computer/CADD	_____	Lab	_____
Printing	_____	Travel	_____
Specialty Equipment (List below)	____	Other (List below)	_____

_____ _____

12. Are mileage logs maintained for all vehicles? If no, please explain below.

Explanation _____

Where is the vehicle stored after work? _____

Does employee use vehicle for personal use? Yes _____No_____

What is the recovery/billing rate used for Firm or personal vehicle mileage reimbursement?

$ _____ per mile

California Safe Harbor Indirect Cost Rate Program

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name _____

Signature _____
(Electronic Signature Allowed)

Title _____

Date Completed _____

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

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EXHIBIT A – FAA CONTRACT PROVISIONS

FOR AIRPORT IMPROVEMENT PROGRAM PROJECTS

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Appendix A to 49 CFR part 26

Appendix B of 49 CFR part 21

A1 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION-NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 25.6%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **CALIFORNIA, ALAMEDA COUNTY, CITY OF LIVERMORE.**

A3 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States; or

b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility". The required documentation for a Type 3 waiver is:

a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product

b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States;

b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product

b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

A5 CIVIL RIGHTS - GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The **CITY OF LIVERMORE**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI Clauses for Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *www.dol.gov/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less

than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR

Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A11 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

Information Submitted as a matter of bidder responsiveness: The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1)
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in Appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1)
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in Appendix A to 49 CFR part 26.

RACE/GENDER NEUTRAL MEANS - The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Livermore to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DISADVANTAGED BUSINESS ENTERPRISES - Contract Assurance (§ 26.13)

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

PROMPT PAYMENT (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from City of Livermore. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City Engineer or their designee. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING - TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

A15 DRUG FREE WORKPLACE REQUIREMENTS – NOT USED

A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance*: Provided, however*r*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A19 PROHIBITION of SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour

(24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

A25.1 TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

A25.2 TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

A25.3 TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;

2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

A26 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Title 49 - Transportation
Subtitle A - Office of the Secretary of Transportation
Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs

Authority: 23 U.S.C. 304 and 324; 42 U.S.C. 2000d, *et seq.* ; 49 U.S.C. 47107, 47113, 47123; Sec. 1101(b), Pub. L. 105-178, 112 Stat. 107, 113.
Source: 64 FR 5126, Feb. 2, 1999, unless otherwise noted.

Appendix A to Part 26 - Guidance Concerning Good Faith Efforts

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (*i.e.*, obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A.

(1) Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D.

(1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E.

(1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with

its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in § 26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

Title 49 - Transportation

Subtitle A - Office of the Secretary of Transportation

Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964

§ 21.1 Purpose.
§ 21.3 Application of this part.
§ 21.5 Discrimination prohibited.
§ 21.7 Assurances required.
§ 21.9 Compliance information.
§ 21.11 Conduct of investigations.
§ 21.13 Procedure for effecting compliance.
§ 21.15 Hearings.
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§ 21.19 Judicial review.
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§ 21.23 Definitions.

Appendix A to Part 21
Activities to Which This Part Applies

Appendix B to Part 21
Activities to Which This Part Applies When a Primary Objective of the Federal Financial Assistance Is To Provide Employment

Appendix C to Part 21
Application of Part 21 to Certain Federal Financial Assistance of the Department of Transportation

PART 21 - NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION - EFFECTUATION OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Authority: 42 U.S.C. 2000d-2000d-6.

Source: 35 FR 10080, June 18, 1970, unless otherwise noted.

§ 21.1 Purpose.

The purpose of this part is to effectuate the provisions of title VI of the Civil Rights Act of 1964 (hereafter referred to as the Act) to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Transportation.

§ 21.3 Application of this part.

(a) This part applies to any program for which Federal financial assistance is authorized under a law administered by the Department, including the types of Federal financial assistance listed in appendix A to this part. It also applies to money paid, property transferred, or other Federal financial assistance extended after the effective date of this part pursuant to an application approved before that effective date. This part does not apply to:

(1) Any Federal financial assistance by way of insurance or guaranty contracts;

(2) Money paid, property transferred, or other assistance extended before the effective date of this part, except where such assistance was subject to the title VI regulations of any agency whose responsibilities are now exercised by this Department;

(3) Any assistance to any individual who is the ultimate beneficiary; or

(4) Any employment practice, under any such program, of any employer, employment agency, or labor organization, except to the extent described in § 21.5(c).

The fact that a type of Federal financial assistance is not listed in appendix A to this part shall not mean, if title VI of the Act is otherwise applicable, that a program is not covered. Other types of Federal financial assistance under statutes now in force or hereinafter enacted may be added to appendix A to this part.

(b) In any program receiving Federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, to the extent that rights to space on, over, or under any such property are included as part of the program receiving that assistance, the nondiscrimination requirement of this part shall extend to any facility located wholly or in part in that space.

§ 21.5 Discrimination prohibited.

(a) ***General.*** No person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program to which this part applies.

(b) Specific discriminatory actions prohibited:

(1) A recipient to which this part applies may not, directly or through contractual or other arrangements, on the grounds of race, color, or national origin.

(i) Deny a person any service, financial aid, or other benefit provided under the program;

(ii) Provide any service, financial aid, or other benefit to a person which is different, or is provided in a different manner, from that provided to others under the program;

(iii) Subject a person to segregation or separate treatment in any matter related to his receipt of any service, financial aid, or other benefit under the program;

(iv) Restrict a person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program;

(v) Treat a person differently from others in determining whether he satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet in order to be provided any service, financial aid, or other benefit provided under the program;

(vi) Deny a person an opportunity to participate in the program through the provision of services or otherwise or afford him an opportunity to do so which is different from that afforded others under the program; or

(vii) Deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program.

(2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program, or the class of person to whom, or the situations in which, such services, financial aid, other benefits, or facilities will be provided under any such program, or the class of persons to be afforded an opportunity to participate in any such program; may not, directly or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, or national origin.

(3) In determining the site or location of facilities, a recipient or applicant may not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this regulation applies, on the grounds of race, color, or national origin; or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act or this part.

(4) As used in this section the services, financial aid, or other benefits provided under a program receiving Federal financial assistance include any service, financial aid, or other benefit provided in or through a facility provided with the aid of Federal financial assistance.

(5) The enumeration of specific forms of prohibited discrimination in this paragraph does not limit the generality of the prohibition in paragraph (a) of this section.

(6) Examples demonstrating the application of the provisions of this section to certain types of Federal financial assistance administered by the Department of Transportation are contained in appendix C of this part.

(7) This part does not prohibit the consideration of race, color, or national origin if the purpose and effect are to remove or overcome the consequences of practices or impediments which have restricted the availability of, or participation in, the program or activity receiving Federal financial assistance, on the grounds of race, color, or national origin. Where prior discriminatory practice or usage tends, on the grounds of race, color, or national origin to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which this part applies, the applicant or recipient must take affirmative action to remove or overcome the effects of the prior discriminatory practice or usage. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in or denied the benefits of the program or activity on the grounds of race, color, or national origin.

(c) Employment practices:

(1) Where a primary objective of the Federal financial assistance to a program to which this part applies is to provide employment, a recipient or other party subject to this part shall not, directly or through contractual or other arrangements, subject a person to discrimination on the ground of race, color, or national origin in its employment practices under such program (including recruitment or recruitment advertising, hiring, firing, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation or benefits, selection for training or apprenticeship, use

of facilities, and treatment of employees). Such recipient shall take affirmative action to insure that applicants are employed, and employees are treated during employment, without regard to their race, color, or national origin. The requirements applicable to construction employment under any such program shall be those specified in or pursuant to Part III of Executive Order 11246 or any Executive order which supersedes it.

(2) Federal financial assistance to programs under laws funded or administered by the Department which have as a primary objective the providing of employment include those set forth in appendix B to this part.

(3) Where a primary objective of the Federal financial assistance is not to provide employment, but discrimination on the grounds of race, color, or national origin in the employment practices of the recipient or other persons subject to the regulation tends, on the grounds of race, color, or national origin, to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program to which this regulation applies, the provisions of paragraph (c)(1) of this section shall apply to the employment practices of the recipient or other persons subject to the regulation, to the extent necessary to assure equality of opportunity to, and nondiscriminatory treatment of, beneficiaries.

(d) A recipient may not make a selection of a site or location of a facility if the purpose of that selection, or its effect when made, is to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which this rule applies, on the grounds of race, color, or national origin; or if the purpose is to, or its effect when made will, substantially impair the accomplishment of the objectives of this part.

§ 21.7 Assurances required.

(a) ***General.***

(1) Every application for Federal financial assistance to which this part applies, except an application to which paragraph (b) of this section applies, and every application for Federal financial assistance to provide a facility shall, as a condition to its approval and the extension of any Federal financial assistance pursuant to the application, contain or be accompanied by, an assurance that the program will be conducted or the facility operated in compliance with all requirements imposed by or pursuant to this part. Every awardof Federal financial assistance shall require the submission of such an assurance. In the case where the Federal financial assistance is to provide or is in the form of personal property, or real property or interest therein or structures thereon, the assurance shall obligate the recipient, or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the recipient for the period during which Federal financial assistance is extended to the program. The Secretary shall specify the form of the foregoing assurances, and the extent to which like assurances will be required of subgrantees, contractors and subcontractors, transferees, successors in interest, and other participants. Any such assurance shall include provisions which give the United States a right to seek its judicial enforcement.

(2) In the case where Federal financial assistance is provided in the form of a transfer of real property, structures, or improvements thereon, or interest therein, from the Federal Government, the instrument effecting or recording the transfer shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the

Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. Where no transfer of property or interest therein from the Federal Government is involved, but property is acquired or improved with Federal financial assistance, the recipient shall agree to include such covenant in any subsequent transfer of such property. When the property is obtained from the Federal Government, such covenant may also include a condition coupled with a right to be reserved by the Department to revert title to the property in the event of a breach of the covenant where, in the discretion of the Secretary, such a condition and right of reverter is appropriate to the statute under which the real property is obtained and to the nature of the grant and the grantee. In such event if a transferee of real property proposes to mortgage or otherwise encumber the real property as security for financing construction of new, or improvement of existing, facilities on such property for the purposes for which the property was transferred, the Secretary may agree, upon request of the transferee and if necessary to accomplish such financing, and upon such conditions as he deems appropriate, to subordinate such right of reversion to the lien of such mortgage or other encumbrance.

(b) ***Continuing Federal financial assistance.*** Every application by a State or a State agency for continuing Federal financial assistance to which this part applies (including the types of Federal financial assistance listed in appendix A to this part) shall as a condition to its approval and the extension of any Federal financial assistance pursuant to the application:

(1) Contain or be accompanied by a statement that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to this part, and

(2) provide or be accompanied by provision for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that the applicant and all recipients of Federal financial assistance under such program will comply with all requirements imposed by or pursuant to this part.

§ 21.9 Compliance information.

(a) ***Cooperation and assistance.*** The Secretary shall to the fullest extent practicable seek the cooperation of recipients in obtaining compliance with this part and shall provide assistance and guidance to recipients to help them comply voluntarily with this part.

(b) ***Compliance reports.*** Each recipient shall keep such records and submit to the Secretary timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the Secretary may determine to be necessary to enable him to ascertain whether the recipient has complied or is complying with this part. In the case in which a primary recipient extends Federal financial assistance to any other recipient, such other recipient shall also submit such compliance reports to the primary recipient as may be necessary to enable the primary recipient to carry out its obligations under this part. In general recipients should have available for the Secretary racial and ethnic data showing the extent to which members of minority groups are beneficiaries of programs receiving Federal financial assistance.

(c) ***Access to sources of information.*** Each recipient shall permit access by the Secretary during normal business hours to such of its books, records, accounts, and other sources of information, and its facilities as may be pertinent to ascertain compliance with this part. Where any information required of a recipient is in the exclusive possession of any other agency, institution, or person and this agency, institution, or person fails or refuses to furnish this information, the recipient shall so certify in its report and shall set forth what efforts it has made to obtain the information.

(d) ***Information to beneficiaries and participants.*** Each recipient shall make available to participants, beneficiaries, and other interested persons such information regarding the provisions of this part and its applicability to the program for which the recipient receives Federal financial assistance, and make such information available to them in such manner, as the Secretary finds necessary to apprise such persons of the protections against discrimination assured them by the Act and this part.

§ 21.11 Conduct of investigations.

(a) ***Periodic compliance reviews.*** The Secretary shall from time to time review the practices of recipients to determine whether they are complying with this part.

(b) ***Complaints.*** Any person who believes himself or any specific class of persons to be subjected to discrimination prohibited by this part may by himself or by a representative file with the Secretary a written complaint. A complaint must be filed not later than 180 days after the date of the alleged discrimination, unless the time for filing is extended by the Secretary.

(c) ***Investigations.*** The Secretary will make a prompt investigation whenever a compliance review, report, complaint, or any other information indicates a possible failure to comply with this part. The investigation will include, where appropriate, a review of the pertinent practices and policies of the recipient, the circumstances under which the possible noncompliance with this part occurred, and other factors relevant to a determination as to whether the recipient has failed to comply with this part.

(d) ***Resolution of matters.***

(1) If an investigation pursuant to paragraph (c) of this section indicates a failure to comply with this part, the Secretary will so inform the recipient and the matter will be resolved by informal means whenever possible. If it has been determined that the matter cannot be resolved by informal means, action will be taken as provided for in § 21.13.

(2) If an investigation does not warrant action pursuant to paragraph (d)(1) of this section the Secretary will so inform the recipient and the complainant, if any, in writing.

(e) ***Intimidatory or retaliatory acts prohibited.*** No recipient or other person shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by section 601 of the Act or this part, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

§ 21.13 Procedure for effecting compliance.

(a) ***General.*** If there appears to be a failure or threatened failure to comply with this part, and if the noncompliance or threatened noncompliance cannot be corrected by informal means, compliance with this part may be effected by the suspension or termination of or refusal to grant or to continue Federal financial assistance or by any other means authorized by law. Such other means may include, but are not limited to:

(1) A reference to the Department of Justice with a recommendation that appropriate proceedings be brought to enforce any rights of the United States under any law of the United States (including other titles of the Act), or any assurance or other contractual undertaking, and

(2) any applicable proceeding under State or local law.

(b) ***Noncompliance with § 21.7.*** If an applicant fails or refuses to furnish an assurance required under § 21.7 or otherwise fails or refuses to comply with a requirement imposed by or pursuant to that section, Federal financial assistance may be refused in accordance with the procedures of paragraph (c) of this section. The Department shall not be required to provide assistance in such a case during the pendency of the administrative proceedings under such paragraph. However, subject to § 21.21, the Department shall continue assistance during the pendency of such proceedings where such assistance is due and payable pursuant to an application approved prior to the effective date of this part.

(c) ***Termination of or refusal to grant or to continue Federal financial assistance.*** No order suspending, terminating, or refusing to grant or continue Federal financial assistance shall become effective until:

(1) The Secretary has advised the applicant or recipient of his failure to comply and has determined that compliance cannot be secured by voluntary means;

(2) There has been an express finding on the record, after opportunity for hearing, of a failure by the applicant or recipient to comply with a requirement imposed by or pursuant to this part;

(3) The action has been approved by the Secretary pursuant to § 21.17(e); and

(4) The expiration of 30 days after the Secretary has filed with the committee of the House and the committee of the Senate having legislative jurisdiction over the program involved, a full written report of the circumstances and the grounds for such action.

Any action to suspend or terminate or to refuse to grant or to continue Federal financial assistance shall be limited to the particular political entity, or part thereof, or other applicant or recipient as to whom such a finding has been made and shall be limited in its effect to the particular program, or part thereof, in which such noncompliance has been so found.

(d) ***Other means authorized by law.*** No action to effect compliance with title VI of the Act by any other means authorized by law shall be taken by this Department until:

(1) The Secretary has determined that compliance cannot be secured by voluntary means;

(2) The recipient or other person has been notified of its failure to comply and of the action to be taken to effect compliance; and

(3) The expiration of at least 10 days from the mailing of such notice to the recipient or other person. During this period of at least 10 days, additional efforts shall be made to persuade the recipient or other person to comply with the regulation and to take such corrective action as may be appropriate.

§ 21.15 Hearings.

(a) ***Opportunity for hearing.*** Whenever an opportunity for a hearing is required by § 21.13(c), reasonable notice shall be given by registered or certified mail, return receipt requested, to the affected applicant or recipient. This notice shall advise the applicant or recipient of the action proposed to be taken, the specific provision under which the proposed action against it is to be taken, and the matters of fact or law asserted as the basis for this action, and either:

(1) Fix a date not less than 20 days after the date of such notice within which the applicant or recipient may request of the Secretary that the matter be scheduled for hearing or

(2) advise the applicant or recipient that the matter in question has been set down for hearing at a stated place and time. The time and place so fixed shall be reasonable and shall be subject to change for cause. The complainant, if any, shall be advised of the time and place of the hearing. An applicant or recipient may waive a hearing and submit written information and argument for the

record. The failure of an applicant or recipient to request a hearing under this paragraph or to appear at a hearing for which a date has been set shall be deemed to be a waiver of the right to a hearing under section 602 of the Act and § 21.13(c) and consent to the making of a decision on the basis of such information as is available.

(b) ***Time and place of hearing.*** Hearings shall be held at the offices of the Department in Washington, D.C., at a time fixed by the Secretary unless he determines that the convenience of the applicant or recipient or of the Department requires that another place be selected. Hearings shall be held before the Secretary, or at his discretion, before a hearing examiner appointed in accordance with section 3105 of title 5, United States Code, or detailed under section 3344 of title 5, United States Code.

(c) ***Right to counsel.*** In all proceedings under this section, the applicant or recipient and the Department shall have the right to be represented by counsel.

(d) ***Procedures, evidence, and record.***

(1) The hearing, decision, and any administrative review thereof shall be conducted in conformity with sections 554 through 557 of title 5, United States Code, and in accordance with such rules of procedure as are proper (and not inconsistent with this section) relating to the conduct of the hearing, giving of notices subsequent to those provided for in paragraph (a) of this section, taking of testimony, exhibits, arguments and briefs, requests for findings, and other related matters. Both the Department and the applicant or recipient shall be entitled to introduce all relevant evidence on the issues as stated in the notice for hearing or as determined by the officer conducting the hearing at the outset of or during the hearing.

(2) Technical rules of evidence do not apply to hearings conducted pursuant to this part, but rules or principles designed to assure production of the most credible evidence available and to subject testimony to test by cross-examination shall be applied where reasonably necessary by the officer conducting the hearing. The hearing officer may exclude irrelevant, immaterial, or unduly repetitious evidence. All documents and other evidence offered or taken for the record shall be open to examination by the parties and opportunity shall be given to refute facts and arguments advanced on either side of the issues. A transcript shall be made of the oral evidence except to the extent the substance thereof is stipulated for the record. All decisions shall be based upon the hearing record and written findings shall be made.

(e) ***Consolidated or joint hearings.*** In cases in which the same or related facts are asserted to constitute noncompliance with this part with respect to two or more Federal statutes, authorities, or other means by which Federal financial assistance is extended and to which this part applies, or noncompliance with this part and the regulations of one or more other Federal departments or agencies issued under title VI of the Act, the Secretary may, by agreement with such other departments or agencies, where applicable, provide for the conduct of consolidated or joint hearings, and for the application to such hearings of rules or procedures not inconsistent with this part. Final decisions in such cases, insofar as this regulation is concerned, shall be made in accordance with § 21.17.

§ 21.17 Decisions and notices.

(a) ***Procedure on decisions by hearing examiner.*** If the hearing is held by a hearing examiner, the hearing examiner shall either make an initial decision, if so authorized, or certify the entire record including his recommended findings and proposed decision to the Secretary for a final decision, and a copy of such initial decision or certification shall be mailed to the applicant or recipient. Where the initial decision is made by the hearing examiner the applicant or recipient may, within 30 days after the mailing of such notice of initial decision, file with the Secretary his exceptions to the initial decision, with his reasons

therefor. In the absence of exceptions, the Secretary may, on his own motion, within 45 days after the initial decision, serve on the applicant or recipient a notice that he will review the decision. Upon the filing of such exceptions or of notice of review, the Secretary shall review the initial decision and issue his own decision thereon including the reasons therefor. In the absence of either exceptions or a notice of review the initial decision shall, subject to paragraph (e) of this section, constitute the final decision of the Secretary.

(b) ***Decisions on record or review by the Secretary.*** Whenever a record is certified to the Secretary for decision or he reviews the decision of a hearing examiner pursuant to paragraph (a) of this section, or whenever the Secretary conducts the hearing, the applicant or recipient shall be given reasonable opportunity to file with him briefs or other written statements of its contentions, and a written copy of the final decision of the Secretary shall be sent to the applicant or recipient and to the complainant, if any.

(c) ***Decisions on record where a hearing is waived.*** Whenever a hearing is waived pursuant to § 21.15, a decision shall be made by the Secretary on the record and a written copy of such decision shall be sent to the applicant or recipient, and to the complainant, if any.

(d) ***Rulings required.*** Each decision of a hearing examiner or the Secretary shall set forth his ruling on each finding, conclusion, or exception presented, and shall identify the requirement or requirements imposed by or pursuant to this part with which it is found that the applicant or recipient has failed to comply.

(e) ***Approval by Secretary.*** Any final decision by an official of the Department, other than the Secretary personally, which provides for the suspension or termination of, or the refusal to grant or continue Federal financial assistance, or the imposition of any other sanction available under this part or the Act, shall promptly be transmitted to the Secretary personally, who may approve such decision, may vacate it, or remit or mitigate any sanction imposed.

(f) ***Content of orders.*** The final decision may provide for suspension or termination of, or refusal to grant or continue Federal financial assistance, in whole or in part, to which this regulation applies, and may contain such terms, conditions, and other provisions as are consistent with and will effectuate the purposes of the Act and this part, including provisions designed to assure that no Federal financial assistance to which this regulation applies will thereafter be extended to the applicant or recipient determined by such decision to be in default in its performance of an assurance given by it pursuant to this part, or to have otherwise failed to comply with this part, unless and until it corrects its noncompliance and satisfies the Secretary that it will fully comply with this part.

(g) ***Post termination proceedings.***

(1) An applicant or recipient adversely affected by an order issued under paragraph (f) of this section shall be restored to full eligibility to receive Federal financial assistance if it satisfies the terms and conditions of that order for such eligibility or if it brings itself into compliance with this part and provides reasonable assurance that it will fully comply with this part.

(2) Any applicant or recipient adversely affected by an order entered pursuant to paragraph (f) of this section may at any time request the Secretary to restore fully its eligibility to receive Federal financial assistance. Any such request shall be supported by information showing that the applicant or recipient has met the requirements of paragraph (g)(1) of this section. If the Secretary determines that those requirements have been satisfied, he shall restore such eligibility.

(3) If the Secretary denies any such request, the applicant or recipient may submit a request for a hearing in writing, specifying who it believes such official to have been in error. It shall thereupon be given an expeditious hearing, with a decision on the record in accordance with rules or procedures issued by the Secretary. The applicant or recipient will be restored to such eligibility if it proves at such a hearing that it satisfied the requirements of paragraph (g)(1) of this section.

While proceedings under this paragraph are pending, the sanctions imposed by the order issued under paragraph (f) of this section shall remain in effect.

§ 21.19 Judicial review.

Action taken pursuant to section 602 of the Act is subject to judicial review as provided in section 603 of the Act.

§ 21.21 Effect on other regulations, forms, and instructions.

(a) ***Effect on other regulations.*** All regulations, orders, or like directions issued before the effective date of this part by any officer of the Department which impose requirements designed to prohibit any discrimination against individuals on the grounds of race, color, or national origin under any program to which this part applies, and which authorize the suspension or termination of or refusal to grant or to continue Federal financial assistance to any applicant for a recipient of such assistance for failure to comply with such requirements, are hereby superseded to the extent that such discrimination is prohibited by this part, except that nothing in this part may be considered to relieve any person of any obligation assumed or imposed under any such superseded regulation, order, instruction, or like direction before the effective date of this part. Nothing in this part, however, supersedes any of the following (including future amendments thereof):

(1) Executive Order 11246 (3 CFR, 1965 Supp., p. 167) and regulations issued thereunder or

(2) any other orders, regulations, or instructions, insofar as such orders, regulations, or instructions prohibit discrimination on the ground of race, color, or national origin in any program or situation to which this part is inapplicable, or prohibit discrimination on any other ground.

(b) ***Forms and instructions.*** The Secretary shall issue and promptly make available to all interested persons forms and detailed instructions and procedures for effectuating this part as applied to programs to which this part applies and for which he is responsible.

(c) ***Supervision and coordination.*** The Secretary may from time to time assign to officials of the Department, or to officials of other departments or agencies of the Government with the consent of such departments or agencies, responsibilities in connection with the effectuation of the purposes of title VI of the Act and this part (other than responsibility for final decision as provided in § 21.17), including the achievement of effective coordination and maximum uniformity within the Department and within the Executive Branch of the Government in the application of title VI and this part to similar programs and in similar situations. Any action taken, determination made or requirement imposed by an official of another department or agency acting pursuant to an assignment of responsibility under this paragraph shall have the same effect as though such action had been taken by the Secretary of this Department.

§ 21.23 Definitions.

Unless the context requires otherwise, as used in this part:

(a) ***Applicant*** means a person who submits an application, request, or plan required to be approved by the Secretary, or by a primary recipient, as a condition to eligibility for Federal financial assistance, and "application" means such an application, request, or plan.

(b) ***Facility*** includes all or any part of structures, equipment, or other real or personal property or interests therein, and the provision of facilities includes the construction, expansion, renovation, remodeling, alteration or acquisition of facilities.

(c) ***Federal financial assistance*** includes:

(1) Grants and loans of Federal funds;

(2) The grant or donation of Federal property and interests in property;

(3) The detail of Federal personnel;

(4) The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and

(5) Any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance.

(d) ***Primary recipient*** means any recipient that is authorized or required to extend Federal financial assistance to another recipient.

(e) ***Program or activity*** and *program* mean all of the operations of any entity described in paragraphs (e)(1) through (4) of this section, any part of which is extended Federal financial assistance:

(1)

(i) A department, agency, special purpose district, or other instrumentality of a State or of a local government; or

(ii) The entity of such State or local government that distributes such assistance and each such department or agency (and each other State or local government entity) to which the assistance is extended, in the case of assistance to a State or local government;

(2)

(i) A college, university, or other postsecondary institution, or a public system of higher education; or

(ii) A local educational agency (as defined in 20 U.S.C. 7801), system of vocational education, or other school system;

(3)

(i) An entire corporation, partnership, or other private organization, or an entire sole proprietorship -

(A) If assistance is extended to such corporation, partnership, private organization, or sole proprietorship as a whole; or

(B) Which is principally engaged in the business of providing education, health care, housing, social services, or parks and recreation; or

(ii) The entire plant or other comparable, geographically separate facility to which Federal financial assistance is extended, in the case of any other corporation, partnership, private organization, or sole proprietorship; or

(4) Any other entity which is established by two or more of the entities described in paragraph (e)(1), (2), or (3) of this section.

(f) ***Recipient*** may mean any State, territory, possession, the District of Columbia, or Puerto Rico, or any political subdivision thereof, or instrumentality thereof, any public or private agency, institution, or organization, or other entity, or any individual, in any State, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal financial assistance is extended, directly or through another recipient, including any successor, assignee, or transferee thereof, but such term does not include any ultimate beneficiary.

(g) ***Secretary*** means the Secretary of Transportation or, except in § 21.17 (e), any person to whom he has delegated his authority in the matter concerned.

Appendix A to Part 21 - Activities to Which This Part Applies

1. Use of grants made in connection with Federal-aid highway systems (23 U.S.C. 101 *et seq.*).
2. Use of grants made in connection with the Highway Safety Act of 1966 (23 U.S.C. 401 *et seq.*).
3. Use of grants in connection with the National Traffic and Motor Vehicle Safety Act of 1966 (15 U.S.C. 1391-1409, 1421-1425).
4. Lease of real property and the grant of permits, licenses, easements and rights-of-way covering real property under control of the Coast Guard (14 U.S.C. 93 (n) and (o)).
5. Utilization of Coast Guard personnel and facilities by any State, territory, possession, or political subdivision thereof (14 U.S.C. 141(a)).
6. Use of Coast Guard personnel for duty in connection with maritime instruction and training by the States, territories, and Puerto Rico (14 U.S.C. 148).
7. Use of obsolete and other Coast Guard material by sea scout service of Boy Scouts of America, any incorporated unit of the Coast Guard auxiliary, and public body or private organization not organized for profit (14 U.S.C. 641(a)).
8. U.S. Coast Guard Auxiliary Program (14 U.S.C. 821-832).
9. Use of grants for the support of basic scientific research by nonprofit institutions of higher education and nonprofit organizations whose primary purpose is conduct of scientific research (42 U.S.C. 1891).
10. Use of grants made in connection with the Federal-aid Airport Program (secs. 1-15 and 17-20 of the Federal Airport Act, 49 U.S.C. 1101-1114, 1116-1120).
11. Use of U.S. land acquired for public airports under:
    a. Section 16 of the Federal Airport Act, 49 U.S.C. 1115; and
    b. Surplus Property Act (sec. 13(g) of the Surplus Property Act of 1944, 50 U.S.C. App. 1622(g), and sec. 3 of the Act of Oct. 1, 1949, 50 U.S.C. App. 1622b).
12. Activities carried out in connection with the Aviation Education Program of the Federal Aviation Administration under sections 305, 311, and 313(a) of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1346, 1352, and 1354(a)).

13. Use of grants and loans made in connection with public transportation programs (49 U.S.C. chapter 53).

14. Use of grants made in connection with the High Speed Ground Transportation Act, as amended (49 U.S.C. 631-642).

Appendix B to Part 21 - Activities to Which This Part Applies When a Primary Objective of the Federal Financial Assistance Is To Provide Employment

1. Appalachia Regional Development Act of 1965 (40 U.S.C. App. 1 *et seq.*).

Appendix C to Part 21 - Application of Part 21 to Certain Federal Financial Assistance of the Department of Transportation

Nondiscrimination on Federally Assisted Projects

(a) ***Examples.*** The following examples, without being exhaustive, illustrate the application of the nondiscrimination provisions of this part on projects receiving Federal financial assistance under the programs of certain Department of Transportation operating administrations:

(1) ***Federal Aviation Administration.***

(i) The airport sponsor or any of his lessees, concessionaires, or contractors may not differentiate between members of the public because of race, color, or national origin in furnishing, or admitting to, waiting rooms, passenger holding areas, aircraft tiedown areas, restaurant facilities, restrooms, or facilities operated under the compatible land use concept.

(ii) The airport sponsor and any of his lessees, concessionaires, or contractors must offer to all members of the public the same degree and type of service without regard to race, color, or national origin. This rule applies to fixed base operators, restaurants, snack bars, gift shops, ticket counters, baggage handlers, car rental agencies, limousines and taxis franchised by the airport sponsor, insurance underwriters, and other businesses catering to the public at the airport.

(iii) An aircraft operator may not be required to park his aircraft at a location that is less protected, or less accessible from the terminal facilities, than locations offered to others, because of his race, color, or national origin.

(iv) The pilot of an aircraft may not be required to help more extensively in fueling operations, and may not be offered less incidental service (such as windshield wiping), than other pilots, because of his race, color, or national origin.

(v) No pilot or crewmember eligible for access to a pilot's lounge or to unofficial communication facilities such as a UNICOM frequency may be restricted in that access because of his race, color, or national origin.

(vi) Access to facilities maintained at the airport by air carriers or commercial operators for holders of first-class transportation tickets or frequent users of the carrier's or operator's services may not be restricted on the basis of race, color, or national origin.

(vii) Passengers and crewmembers seeking ground transportation from the airport may not be assigned to different vehicles, or delayed or embarrassed in assignment to vehicles, by the airport sponsor or his lessees, concessionaires, or contractors, because of race, color, or national origin.

(viii) Where there are two or more sites having equal potential to serve the aeronautical needs of the area, the airport sponsor shall select the site least likely to adversely affect existing communities. Such site selection shall not be made on the basis of race, color, or national origin.

(ix) Employment at obligated airports, including employment by tenants and concessionaires shall be available to all regardless of race, creed, color, sex, or national origin. The sponsor shall coordinate his airport plan with his local transit authority and the Federal Transit Administration to assure public transportation, convenient to the disadvantaged areas of nearby communities to enhance employment opportunities for the disadvantaged and minority population.

(x) The sponsor shall assure that the minority business community in his area is advised of the opportunities offered by airport concessions, and that bids are solicited from such qualified minority firms, and awards made without regard to race, color, or national origin.

(2) ***Federal Highway Administration.***

(i) The State, acting through its highway department, may not discriminate in its selection and retention of contractors, including without limitation, those whose services are retained for, or incidental to, construction, planning, research, highway safety, engineering, property management, and fee contracts and other commitments with person for services and expenses incidental to the acquisition of right-of-way.

(ii) The State may not discriminate against eligible persons in making relocation payments and in providing relocation advisory assistance where relocation is necessitated by highway right-of-way acquisitions.

(iii) Federal-aid contractors may not discriminate in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their selection and retention of second-tier subcontractors, who participate in Federal-aid highway construction, acquisition of right-of-way and related projects, including those who supply materials and lease equipment.

(iv) The State may not discriminate against the traveling public and business users of the federally assisted highway in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed on, over or under the right-of-way of such highways.

(v) Neither the State, any other persons subject to this part, nor its contractors and subcontractors may discriminate in their employment practices in connection with highway construction projects or other projects assisted by the Federal Highway Administration.

(vi) The State shall not locate or design a highway in such a manner as to require, on the basis of race, color, or national origin, the relocation of any persons.

(vii) The State shall not locate, design, or construct a highway in such a manner as to deny reasonable access to, and use thereof, to any persons on the basis of race, color, or national origin.

(3) ***Federal Transit Administration.***

(i) Any person who is, or seeks to be, a patron of any public vehicle which is operated as a part of, or in conjunction with, a project shall be given the same access, seating, and other treatment with regard to the use of such vehicle as other persons without regard to their race, color, or national origin.

(ii) No person who is, or seeks to be, an employee of the project sponsor or lessees, concessionaires, contractors, licensees, or any organization furnishing public transportation service as a part of, or in conjunction with, the project shall be treated less favorably than any other employee or applicant with regard to hiring, dismissal, advancement, wages, or any other conditions and benefits of employment, on the basis of race, color, or national origin.

(iii) No person or group of persons shall be discriminated against with regard to the routing, scheduling, or quality of service of transportation service furnished as a part of the project on the basis of race, color, or national origin. Frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, or national origin.

(iv) The location of projects requiring land acquisition and the displacement of persons from their residences and businesses may not be determined on the basis of race, color, or national origin.

(b) ***Obligations of the airport operator*** -

(1) ***Tenants, contractors, and concessionaires.*** Each airport operator shall require each tenant, contractor, and concessionaire who provides any activity, service, or facility at the airport under lease, contract with, or franchise from the airport, to covenant in a form specified by the Administrator, Federal Aviation Administration, that he will comply with the nondiscrimination requirements of this part.

(2) ***Notification of beneficiaries.*** The airport operator shall:

(i) Make a copy of this part available at his office for inspection during normal working hours by any person asking for it, and

(ii) conspicuously display a sign, or signs, furnished by the FAA, in the main public area or areas of the airport, stating that discrimination based on race, color, or national origin is prohibited on the airport.

(3) ***Reports.*** Each airport owner subject to this part shall, within 15 days after he receives it, forward to the Area Manager of the FAA Area in which the airport is located a copy of each written complaint charging discrimination because of race, color, or national origin by any person subject to this part, together with a statement describing all actions taken to resolve the matter, and the results thereof. Each airport operator shall submit to the area manager of the FAA area in which the airport is located a report for the preceding year on the date and in a form prescribed by the Federal Aviation Administrator.

Form B4: LBCE Program Participation Summary

PROCURING AGENCY TO COMPLETE THIS BOX
Name of Reviewer:
/S/ [Type Name of Reviewer here]

THIS TAB IS REQUIRED FOR PROCUREMENTS SUBJECT TO THE LOCAL BUSINESS CONTRACT EQUITY (LBCE) PROGRAM REQUIREMENTS; DO NOT USE FOR DISADVANTAGED BUSINESS ENTERPRISE (DBE).

The LBCE Program goals for professional services are 70.0% for Local Business Enterprise (LBE) and 30.0% for Small Local Business Enterprise (SLBE).

- Complete all yellow fields below as applicable. See examples below in the lighter gray fields.
- Please use one line per firm (any business - subconsultants, subcontractors, vendors, etc.) regardless of tier. If a vendor is under a subconsultant, such vendor's budget should be removed from the subconsultant and included below as an independent line item.
- Firms (any business - subconsultants, subcontractors, vendors, etc.) that are unconfirmed or yet to be identified should be listed under the Firm column as "To be determined"
- The Certification Status must be updated according to, and supported by, proof of certification.
- The LBE/SLBE participation below must be consistent with the cost proposal.
- Do not include optional tasks (i.e., contingency).

Vendor	Tier	Budget	LBE	SLBE	VSLBE	Certification Status	LBE	SLBE	VSLBE
Sample Detail for Instructional Purposes Only									
Prime Name	*Prime*	*$100,000*	*$100,000*	-	-	*Alameda CTC LBE exp. YYYY-MM-DD*	*x*		
Subconsultant/Vendor Name	*Tier 1*	*$10,000*	*$10,000*	*$10,000*	-	*Alameda CTC LBE, SLBE exp. YYYY-MM-DD*	*x*	*x*	
Subconsultant/Vendor Name	*Tier 2 under Subconsultant Name*	*$5,000*	*$5,000*	*$5,000*	*$5,000*	*Alameda CTC LBE, SLBE, VSLBE exp. YYYY-MM-DD*	*x*	*x*	*x*
E.g.: *Aerial Maps, Inc.*	E.g.: *Tier 1*	*$59,000*	*$59,000*	*$59,000*	-	*Alameda CTC LBE, SLBE exp. YYYY-MM-DD*	*x*	*x*	
E.g.: *Printers, Inc.*	E.g.: *Tier 2 under Aerial Maps, Inc.*	*$1,000*	-	-	-	*None*			
E.g.: *To be determined*	E.g.: *Tier 2 under Aerial Maps, Inc.*	*$500*	*$500*	-	-	*Alameda CTC LBE exp. YYYY-MM-DD*	*x*		
	TOTAL NON-CONTINGENCY	**$175,500**	**$174,500**	**$74,000**	**$5,000**				
	GOAL ACHIEVEMENT		**99.4%**	**42.2%**	**2.8%**				
NON-CONTINGENCY TASKS/DELIVERABLES									
		$0	$0	$0	$0				
		$0	$0	$0	$0				
		$0	$0	$0	$0				
		$0	$0	$0	$0				
		$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 NON-CONTINGENCY	**$0**	**$0**	**$0**	**$0**				
	GOAL ACHIEVEMENT		#DIV/0!	#DIV/0!	#DIV/0!				

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SAMPLE PROGRAM COMPLIANCE LANGUAGE: PROFESSIONAL SERVICES

For Alameda CTC-funded projects subject to the Local Business Contract Equity (LBCE) Program

Note to Sponsor Agency: Your legal counsel may review and approve all procurement documents before issuance. This language shall be included in all contracts and solicitations for professional services which are subject to the LBCE Program. Please confer with Alameda CTC prior to modifying any of this language to fit your particular requirements and project.

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Docusign Envelope ID: 35B4A83B-35CF-4A0F-8782-AF516B8B517C

I. PROCUREMENT DOCUMENT

A. Local Business Contract Equity Program Requirements

(Sponsor Agency to check either the first or second box below; check the first box for contracts over $75,000, check the second box for contracts between $25,000 and $75,000. See LBCE Program Section II.A, "LBE, SLBE, and VSLBE Goals and Participation" for details.)

This contract will be funded in whole or in part by Alameda CTC VRF, Measure B and/or Measure BB funds, or such funds in combination with other local funds. Consequently, Alameda CTC's Local Business Contract Equity (LBCE) Program will apply. The LBCE Program establishes goals for the award of professional service contracts to firms located within Alameda County. For professional services under this contract, the LBCE Program requires the following goal(s):

☐ Local Business Enterprise (LBE) goal of 70.0% and a Small Local Business Enterprise (SLBE) goal of 30.0%

☐ Very Small Local Business Enterprise (VSLBE) goal of 30.0%

The percentage of participation toward each goal shall be rounded to the nearest tenth of a percent (i.e., 69.9% does not round for the LBE goal of 70.0% and 29.9% does not round up for the SLBE goal of 30.0%). LBE, SLBE, and VSLBE firm participation will count toward the LBE goal. SLBE and VSLBE firm participation will count toward the SLBE goal.

Further details regarding the LBCE Program, including requirements and forms, can be found on the Alameda CTC website at https://www.alamedactc.org/get-involved/contract-equity/, along with a list of all currently certified LBE, SLBE, and VSLBE firms. It is the responsibility of firms which to have participation counted toward the LBCE Program goals to ensure that they are appropriately certified by Alameda CTC on a timely basis. All firms utilized to meet an LBE, SLBE, and/or VLSBE goal must be certified by Alameda CTC by the time of proposal submission, and proof of certification must be submitted with the proposal. Applications for LBE, SLBE, and/or VLSBE certification will not be accepted with the proposal. The prime contractor will be required to report LBE, SLBE, and VSLBE utilization with each invoice submitted for payment.

For assistance or questions related to Alameda CTC LBCE Program, including LBE, SLBE, and VSLBE certifications, please contact Alameda CTC:

Certification Team
(510) 208-7460
certification@alamedactc.org

B. Proposal and Interview Evaluation Criteria

(Sponsor Agency to include either a. or b. below and delete the other. See LBCE Program Section II.A, Paragraph 2, Applicable Credits for Contract Award.)

(Option a. – Use for contracts over $75,000)

a. Ability to Meet or Exceed Applicable LBE and SLBE Goals.

This procurement and the resulting contract are subject to the LBCE Program established by Alameda CTC. The percentage of participation toward each goal shall be based on the cost proposal and rounded to the nearest tenth of a percent (e.g., 29.9% does not round up for the SLBE goal of 30.0%), excluding costs for any optional task(s) and/or phase(s). Each proposer shall receive 5% of total scoring points for each goal achieved, for a maximum total of 10% of total scoring points. Points for this criterion are not prorated and shall be awarded on a pass/fail basis.

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Proposer may reference Form B4: LBCE Participation from Alameda CTC Cost Proposal Form B; the other sheets within the workbook may be disregarded. Alameda CTC Cost Proposal Form B is available on the Alameda CTC website at https://www.alamedactc.org/get-involved/contracting-forms and is incorporated herein as if attached.

(Option b. – Use for contracts between $25,000 and $75,000)

b. Ability to Meet or Exceed Applicable VSLBE Goal.

This procurement and the resulting contract are subject to the LBCE Program established by Alameda CTC. The percentage of participation toward the goal shall be based on the cost proposal and rounded to the nearest tenth of a percent (e.g., 29.9% does not round up for the SLBE goal of 30.0%), excluding costs for any optional task(s) and/or phase(s). Each proposer shall receive 20% of total scoring points for meeting the goal. Points for this criterion are not prorated and shall be awarded on a pass/fail basis.

II. CONTRACT DOCUMENT

A. ALAMEDA CTC Local Business Contract Equity Program

1. CONSULTANT shall comply with all applicable provisions of Alameda County Transportation Commission's (ALAMEDA CTC's) Local Business Contract Equity (LBCE) Program, incorporated herein by reference as if attached hereto. [AGENCY] shall provide a copy of the LBCE PROGRAM to CONSULTANT upon request.

2. If the CONSULTANT or any subconsultant is a Local Business Enterprise ("LBE"), Small Local Business Enterprise ("SLBE"), and/or Very Small Local Business Enterprise ("VSLBE") firm, the certificate for that firm shall be attached to this AGREEMENT.

3. No substitution of a listed LBE, SLBE, or VSLBE subconsultant on a contract can be made without the prior written approval of [AGENCY] with agreement of ALAMEDA CTC, or by [AGENCY] with written consent from ALAMEDA CTC. If an LBE, SLBE, or VSLBE subconsultant is unable to perform successfully, the [AGENCY] or CONSULTANT shall submit a written request to ALAMEDA CTC for approval to replace such subconsultant. CONSULTANT must make good faith efforts to replace such LBE, SLBE, or VSLBE with another firm that shall count toward the same participation (e.g., an LBE firm may be substituted by an LBE, SLBE or VSLBE). ALAMEDA CTC may investigate the circumstances surrounding the substitution request.

4. CONSULTANT shall be paid within thirty (30) calendar days of submitting a valid and complete invoice with all required supporting documentation. Accompanying the request for payment, a CONSULTANT will submit a Payment Request Form summarizing payments due. When paying CONSULTANT, [AGENCY] will include a Payment Request Form that reflects all approved items. CONSULTANT shall include an exact copy of this Payment Request Form with each payment to subconsultants.

5. CONSULTANT agrees to include any subconsultant's acceptable invoices with each Payment Request Form that it submits to [AGENCY] no later than thirty (30) calendar days after receipt of such invoice from the subconsultant.

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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 WRA Inc. ("Consultant"), a(n) California Corporation.

RECITALS

City requires professional services to provide on-call environmental support services for capital improvement projects and engineering division operations including assessments & surveys, permitting & compliance support, construction support, habitat mitigation, restoration planning, and other services related to document review, graphics development, and data collection, management, and presentation using global positioning systems (GPS) and geographic information systems (GIS).

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

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entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

(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.

These tasks shall be ordered as needed pursuant to individual written project assignment orders issued by the City and approved by the City Engineer. Project assignments will include scope of work and budget to provide standards to determine when City will deem that project complete. City also reserves the right not to order any services or expend any money pursuant to this Agreement.

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

(a) Coordinate the Services with Christopher Ferrel ("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

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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;

(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;

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(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;

(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 09/08/2025, and terminates upon the completion of the Services or 12/31/2028, 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 $500,000.00 ("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.

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(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.

(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

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duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

(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.

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

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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.

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.

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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.

(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.

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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: City Engineer City of Livermore / Community Development 1052 South Livermore Avenue Livermore, CA, 94550 engineering@livermoreca.gov
Email:	purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Attention: Justin Semion WRA Inc. 4225 Hollis Street Emeryville, CA, 94608 United States
Email:	semion@wra-ca.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.

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.

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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:**

DocuSigned by:
Justin Semion
31860F11128048D...

8/20/2025 | 8:56 AM PDT

Justin Semion
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
A5E7D84BB6A748A...

Risk Manager/Analyst

Exhibits:

Exhibit A - Scope of Work
Exhibit B - Fee Schedule
Exhibit C - Insurance Requirements
Exhibit D - FEMA Requirements
Exhibit E - FHWA Requirements
Exhibit F - FAA Contract Provisions
Exhibit G - ACTC Requirements

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EXHIBIT A

Scope of Work for

ENVIROMENTAL SUPPORT SERVICES

WRA Inc. will provide professional services to support capital improvement projects, assistance with environmental reports and documents, and federally funded projects, including but not limited to Federal Emergency Management Agency (FEMA) funded projects including Disaster funding and Hazard Mitigation Grant Program funding, Caltrans-Federal Highway Administration (FHWA) funded projects, Federal Aviation Administration (FAA) funded projects, and/or federally funded recovery efforts under US Fish and Wildlife Service. SBI will prepare CEQA/NEPA environmental documents.

1. Assessments & Surveys: Expertise, experience, and resources to perform environmental assessments and surveys, including the following services:
    a. Biological Assessments
    b. Special Status Species
    c. Habitat Assessments
    d. Special Status Species Surveys
    e. Nesting Bird Surveys
    f. Wetland and Jurisdictional Waters Delineations

    WRA will provide professional services to planning, resourcing, and executing environmental assessments and surveys that may be necessary to support new construction and ongoing operations within the City. WRA possesses experience and expertise in conducting species surveys and biological monitoring to comply with the City's Stream Maintenance Program permit and annual notification requirements.

2. Permitting and Compliance Support: WRA will provide expertise, experience, and resources to assist the City with obtaining permits and complying with permitting conditions and regulatory requirements, including the following services:
    a. Permitting Assistance
    b. Regulatory Compliance
    c. Biological Resources assessments to support CEQA and NEPA Services

    WRA will provide services to complete formal and informal consultations with the U. S. Fish and Wildlife Service and California Department of Fish and Wildlife under Sections 7 and 10 of the federal Endangered Species Act, and Section 2081 of the California Endangered Species Act. WRA will provide services and local regulatory experience to navigate the regulatory processes associated with obtaining permits from the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act and Section 10 of the River and Harbor Act of 1899; Water Quality Certifications under Section 401 and Waste Discharge Requirements under the Porter-Cologne Act; and Section 1600 Lake and Streambed Alteration Agreements with the California Department of Fish and Wildlife.

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3. Construction Support: WRA will provide expertise, experience, and resources to assist the City with monitoring and managing construction activities to comply with permitting conditions and regulatory requirements, including the following services:
    a. Preconstruction surveys
    b. Creating and implementing compliance programs
    c. Training
    d. Monitoring conditions during and after construction
4. Habitat Mitigation and Restoration Planning: WRA will provide expertise, experience, and resources to assist the City with the planning and design of mitigation and restoration measures to address construction impacts, including the following services:
    a. Habitat Restoration
    b. Mitigation Planning
    c. Mitigation Design and Monitoring
    d. Wetland Creation, Restoration, and Monitoring
    e. Long Term Management Plan Development
5. Other Services: WRA will provide technical proficiency to perform the following services:
    a. Professional third-party review, such as peer reviews, of studies and permitting documents.
    b. Development of graphics and exhibits depicting environmental information including drawings, mapping, and posters.
    c. Data collection in the field using Geographic Positioning System (GPS) technology, with expertise in integrating the field date with existing Geographic Information Systems (GIS) datasets and combining with high-resolution georeferenced aerial photographs.
    d. Extensive knowledge of and capability in using GIS to perform geospatial analysis and prepare mapping. All GIS files provided to the City are to be compatible with the latest version of GIS used by the City.

5. BILLING RATE SCHEDULE

On the following pages, we have included hourly rates for WRA and our subconsultants through December 2029. Billing rates for our key staff are identified in Table 5-1 below.

Table 5-1: Key Staff Billing Category and 2025 Hourly Rates

Name	Category	2025 Hourly Rate
Justin Semion, MBA, PWS	Principal Ecologist	$304
Bianca Clarke	Senior Associate	$264
Geoff Smick	Principal Ecologist	$304
Rob Carnachan	Senior Environmental Planner	$281
Scott Yarger, ISA Certified Arborist	Associate	$223
Jeanine Strickland, PLA	Associate Landscape Architect	$223
Rob Schell	Director	$304
Marisa Ishimatsu	Senior Associate	$264
Conner Cummings, QWEL ***(WRA-LR)***	Restoration Crew Supervisor	$96
Hannah Ballard, MA, RPA ***(Pacific Legacy)***	Cultural Resource Specialist 7.1	$180.56
Patrick Sutton, PE ***(Baseline Environmental Consulting)***	Principal Environmental Engineer	$230
Megan Wilson Stromberg, PLA, QSD ***(MWS Consulting)***	Landscape Architecture, QSD	$155

HOURLY RATE SCHEDULE

City of Livermore | Four Distinct On-Call Professional Services for Various Projects
Category 2: Environmental Services

Necessary project expenses and subconsultants are billed at cost plus ten percent.

CATEGORY	2025	2026	2027	2028	2029
Principal Ecologist	$304	$313	$323	$332	$342
Director	$304	$313	$323	$332	$342
Environmental Planning Director	$304	$313	$323	$332	$342
Senior Engineer	$281	$289	$298	$307	$316
Senior Environmental Planner	$281	$289	$298	$307	$316
Senior Public Access Planner	$281	$289	$298	$307	$316
Senior Associate / GIS Manager	$264	$272	$280	$288	$297
Senior Associate Environmental Planner	$264	$272	$280	$288	$297
Senior Associate Landscape Architect	$264	$272	$280	$288	$297
Senior Associate Engineer	$272	$280	$289	$297	$306
Senior Associate Plant Biologist	$223	$230	$237	$244	$251
Senior Associate	$264	$272	$280	$288	$297
Associate	$223	$230	$237	$244	$251
Senior Scientist	$203	$209	$215	$222	$228
Scientist	$186	$192	$197	$203	$209
Senior Technician	$160	$165	$170	$175	$180
Technician	$132	$136	$140	$144	$149
Conservation Strategies Scientist	$191	$197	$203	$209	$215
Conservation Strategies Sr Scientist	$212	$218	$225	$232	$239
Conservation Strategies Sr Technician	$171	$176	$181	$187	$192
Conservation Strategies Technician	$150	$155	$159	$164	$169
Conservation Strategies Associate	$239	$246	$254	$261	$269
Conservation Strategies Sr Associate	$264	$272	$280	$288	$297
Conservation Strategies Sr Project Mgr	$281	$289	$298	$307	$316
GIS Professional	$186	$192	$197	$203	$209
GIS Professional II	$212	$218	$225	$232	$239
GIS Senior Technician	$160	$165	$170	$175	$180
GIS Technician	$140	$144	$149	$153	$158

HOURLY RATE SCHEDULE (CONT.)

CATEGORY	2025	2026	2027	2028	2029
Associate Engineer	$239	$246	$254	$261	$269
Assistant Engineer	$150	$155	$159	$164	$169
Assistant Engineer II	$171	$176	$181	$187	$192
Engineer I	$191	$197	$203	$209	$215
Geomorphologist I	$191	$197	$203	$209	$215
Geomorphologist II	$212	$218	$225	$232	$239
Engineer II	$212	$218	$225	$232	$239
Associate Landscape Architect	$223	$230	$237	$244	$251
Landscape Architect	$203	$209	$215	$222	$228
Landscape Designer III	$186	$192	$197	$203	$209
Landscape Designer II	$160	$165	$170	$175	$180
Landscape Designer I	$140	$144	$149	$153	$158
Associate Environmental Planner	$223	$230	$237	$244	$251
Environmental Planner I	$186	$192	$197	$203	$209
Environmental Planner II	$203	$209	$215	$222	$228
Assistant Environmental Planner	$140	$144	$149	$153	$158
Assistant Environmental Planner II	$160	$165	$170	$175	$180
Clerical Support	$97	$100	$103	$106	$109
Senior Project Biologist	$130	$134	$138	$142	$146
Project Biologist	$109	$112	$116	$119	$123
Senior Field Technician	$186	$192	$197	$203	$209
Field Technician	$140	$144	$149	$153	$158
Junior Field Technician	$118	$122	$125	$129	$133



HOURLY RATE SCHEDULE

City of Livermore | Four Distinct On-Call Professional Services for Various Projects
Category 2: Environmental Services

Necessary project expenses and subconsultants are billed at cost plus ten percent.

CATEGORY	2025	2026	2027	2028	2029
Senior Restoration Manager	$149	$153	$158	$163	$168
Senior Restoration Project Manager	$106	$109	$112	$116	$119
Restoration Crew Supervisor	$96	$99	$102	$105	$108
Restoration Project Manager	$96	$99	$102	$105	$108
Assistant Restoration Crew Supervisor	$90	$93	$95	$98	$101
Restoration Technician	$85	$88	$90	$93	$96
Clerical	$83	$85	$88	$91	$93
PREVAILING WAGE CATEGORIES	**2025**	**2026**	**2027**	**2028**	**2029**
Senior Tree Trimmer (Area 1)	$118	$122	$125	$129	$133
Senior Tree Trimmer (Area 2)	$104	$107	$110	$114	$117
Tree Trimmer (Area 1)	$108	$111	$115	$118	$122
Tree Trimmer (Area 2)	$99	$102	$105	$108	$111
Laborer (Group 3)	$139	$143	$147	$152	$156
Laborer (Group 4)	$133	$137	$141	$145	$150
Op Engineer I	$156	$161	$166	$170	$176
Op Engineer II	$153	$158	$162	$167	$172
Op Engineer III	$148	$152	$157	$162	$167
Teamster	$148	$152	$157	$162	$167

All workers employed on public works projects must be paid the prevailing wage determined by the Director of the Department of Industrial Relations, according to the type of work and location of the project. Additional travel and subsistence fees may apply based on the project location. Rates for crafts other than those above will be determined as needed.

Rates are for the current year only and remain subject to mandatory increases required by the Department of Industrial Relations.

Baseline Environmental Consulting
City of Livermore On-Call Professional Services

Schedule of Fees

Classification	2025	2026	2027	2028	2029
Principal Environmental Engineer	$230.00	$236.90	$244.01	$251.33	$258.87
Principal Hydrogeologist	$230.00	$236.90	$244.01	$251.33	$258.87
Senior Environmental Engineer	$215.00	$221.45	$228.09	$234.94	$241.98
Senior Field Geologist	$200.00	$206.00	$212.18	$218.55	$225.10
Project Environmental Engineer	$185.00	$190.55	$196.27	$202.15	$208.22
Project Environmental Scientist	$185.00	$190.55	$196.27	$202.15	$208.22
Project Geologist	$185.00	$190.55	$196.27	$202.15	$208.22
Senior Staff Environmental Engineer	$170.00	$175.10	$180.35	$185.76	$191.34
Senior Staff Environmental Scientist	$170.00	$175.10	$180.35	$185.76	$191.34
Senior Staff Geologist	$170.00	$175.10	$180.35	$185.76	$191.34
Staff Environmental Engineer	$160.00	$164.80	$169.74	$174.84	$180.08
Staff Environmental Scientist	$160.00	$164.80	$169.74	$174.84	$180.08
Staff Geologist	$160.00	$164.80	$169.74	$174.84	$180.08
Project/Document Processing	$135.00	$139.05	$143.22	$147.52	$151.94

Direct Costs

Mileage ..... IRS rate
Subcontractors ..... Cost + 15%

Materials and Equipment

Aerial Drone Usage & Image Processing ..... $ 100.00/day
Bailer ..... $ 15.00 each
Bladder Membrane ..... $ 15.00/each
Bladder Pump Controller (MP10) ..... $ 75.00/day
Bladder Pump ..... $ 50.00/day
EnCore Container ..... $ 16.00 each
Field Vehicle ..... $ 65.00/day
GW Filters ..... $ 20.00/each
Laser Leveler ..... $ 50.00/day
Locking Well Plugs/Caps ..... $ 40.00 each
Locks ..... $ 20.00 each
Low Flow Sampling (bladder pump/multi-parameter meter/water level meter) ..... $ 255.00/day
Multi-Parameter Meter ..... $ 75.00/day
Peristaltic Pump ..... $ 50.00/day
Photoionization Detector (PID) ..... $ 110.00/day
Poly Tubing ..... $ 0.75/foot
Purge Sampling (peristaltic pump/multi-parameter meter/water level meter) ..... $ 180.00/day
Roto Hammer/Coring Machine ..... $ 100.00/day
Soil Sample Sleeves (stainless steel) ..... $ 7.50 each
Soil Sampling Tools (Hand Auger, Slide Hammer, breaker bar) ..... $ 60.00/day
Sound Level Meter (Class 1) ..... $ 150.00/day
Sound Level Meter (Class 1) with Overnight Kit ..... $ 200.00/day
Traffic Control (signs, cones, barricades) ..... $ 25.00/day
Water Level Meter/Interface Probe ..... $ 30.00/day
Water Level Pressure Transducer ..... $ 35.00/day
Well Development Tools ..... $ 40.00/day

Pacific Legacy Historic Preservation

Business Office
181 Blue Ravine Road, Suite 100
Folsom, CA 95630

Phone: 916.358.5156
Fax: 916.358.5161
www.pacificlegacy.com

Pacific Legacy 2024-29
Standard Bid Rates
Overhead: 160.93%

Category	2024	2025	2026	2027	2028	2029
Cultural Resource Specialist 7.3	$227.00	$233.81	$240.82	$248.04	$255.48	$263.14
Cultural Resource Specialist 7.1	$175.30	$180.56	$185.98	$191.56	$197.31	$203.23
Cultural Resource Specialist 6	$160.70	$165.52	$170.49	$175.60	$180.87	$186.30
Cultural Resource Specialist 5	$134.40	$138.43	$142.58	$146.86	$151.27	$155.81
Cultural Resource Specialist 4	$120.40	$124.01	$127.73	$131.56	$135.51	$139.58
Cultural Resource Specialist 3	$108.50	$111.76	$115.11	$118.56	$122.12	$125.78
Cultural Resource Specialist 2	$78.30	$80.65	$83.07	$85.56	$88.13	$90.77
Cultural Resource Specialist 1	$52.60	$54.18	$55.81	$57.48	$59.20	$60.98
Cultural Resource Assistant	$52.60	$54.18	$55.81	$57.48	$59.20	$60.98
Contract Manager	$210.40	$216.71	$223.21	$229.91	$236.81	$243.91
Administrative Specialist	$93.50	$96.31	$99.20	$102.18	$105.25	$108.41
Cultural Advisor	$146.10	$150.48	$154.99	$159.64	$164.43	$169.36

MWS Consulting

Billing Rates 2025-2029

Name	Role	Year	Rate
Megan W. Stromberg	Landscape Architecture, QSD	2025	155
Megan W. Stromberg	Landscape Architecture, QSD	2026	160
Megan W. Stromberg	Landscape Architecture, QSD	2027	165
Megan W. Stromberg	Landscape Architecture, QSD	2028	170
Megan W. Stromberg	Landscape Architecture, QSD	2029	175

130 Mono Ave, Fairfax, CA 94930 | 415.938.6340 | www.mwstromberg.com

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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:
   $5,000,000 per occurrence/**$10,000,000** 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:
   $2,000,000 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:
   $5,000,000 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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FEDERAL PROVISIONS – FEMA

I. DEFINITIONS

A. **Government** means the United States of America and any executive department or agency thereof.

B. **FEMA** means the Federal Emergency Management Agency.

C. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

A. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non– Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

A. The Contractor agrees to provide the City, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonablyneeded.

C. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date City makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the City, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

D. The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in the City's Agreement.

IV. DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2
C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2
C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.

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C. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement, Contractor is the "prospective lower tier participant."

D. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.

E. This certification is a material representation of fact relied upon by City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the City, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

A. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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VII. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of City's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to any requirements set forth in the Agreement.

A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at http://www.dir.ca.gov/lcp.asp.

B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for City, select "City of Livermore" In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of $100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

A. Compliance: Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

B. Overtime: No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.

D. Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

E. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs

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A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

1) The copyright in any work developed with the assistance of funds provided under this Agreement;
2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the City and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the City and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.

C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XIII. ENERGY CONSERVATION REQUIREMENTS

A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year)

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air

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Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

B. Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.

C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

XV. TERMINATION FOR CONVENIENCE OF CITY (applicable to all contracts in excess of $10,000). See Agreement.

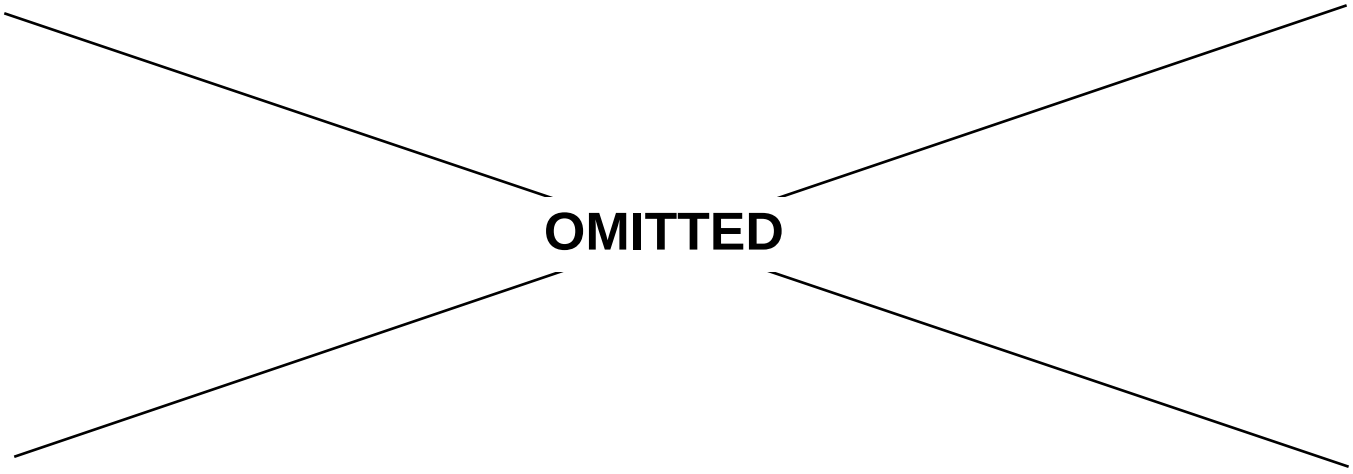
XVI. TERMINATION FOR DEFAULT (applicable to all contracts in excess of $10,000) Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Agreement.

XVII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. Contractor agrees to the provisions of Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of $100,000).

C. Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



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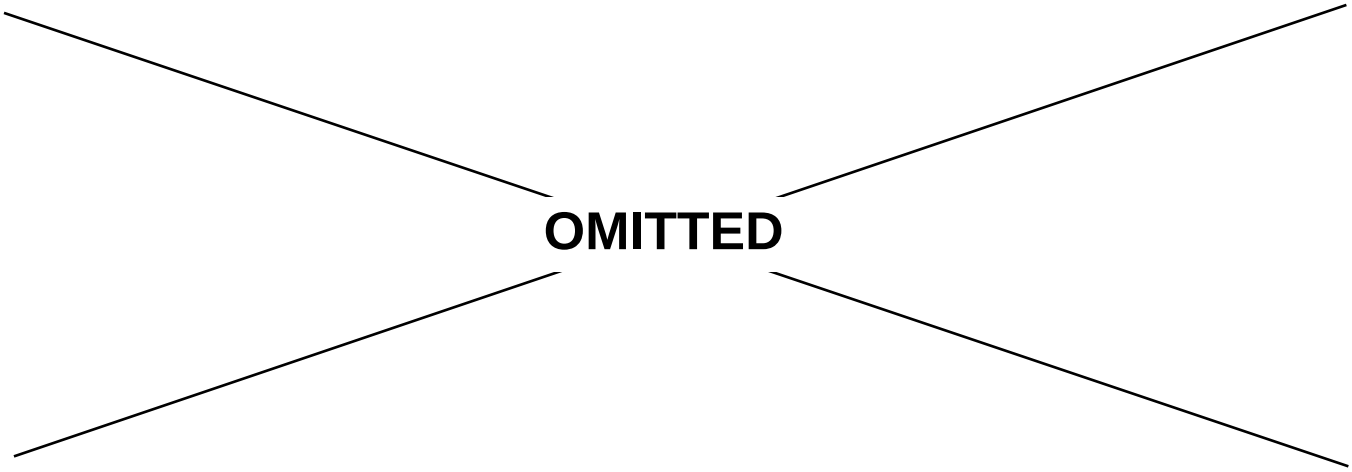

XIX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

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

XX. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause City to be in violation of the FEMA terms and conditions.

I declare under penalty of perjury that I have read, understood, and agree to comply with all of the provisions set forth in Exhibit A.

_____ _____

Contractor Signature Date

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ATTACHMENT A 1
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to,

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check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I declare under penalty of perjury that I have read, understood, and agree to comply with all of the provisions set forth in Attachment A 1.

_____ _____

Contractor Signature Date

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Attachment A 2
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I declare under penalty of perjury that I have read, understood, and agree to comply with all of the provisions set forth in Attachment A 2.

_____ _____

Contractor Signature Date

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EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 0.00%

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards meeting the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in best qualified consultant's executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The proposer is a DBE and will meet the goal by performing work with its own forces.
2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

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D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

B. Access the CUCP database from the Department of Transportation, Office of Civil Rights website

1. Click on the link titled Disadvantaged Business Enterprise;
2. Click on Search for a DBE Firm link;
3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %

Local Agency to Complete this Section			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ _____ Consultant's Ranking after Evaluation: _____		**11. TOTAL CLAIMED DBE PARTICIPATION**	**%**
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
21. Local Agency Representative's Signature	22. Date	12. Preparer's Signature	13. Date
23. Local Agency Representative's Name	24. Phone	14. Preparer's Name	15. Phone
25. Local Agency Representative's Title		16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. DBE % - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. Total Claimed DBE Participation % - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
18. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
19. Proposed Contract Execution Date - Enter the proposed contract execution date.
20. Consultant's Ranking after Evaluation – Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____

8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount

Local Agency to Complete this Section

20. Local Agency Contract Number: _____

21. Federal-Aid Project Number: _____

22. Contract Execution Date: _____

14. TOTAL CLAIMED DBE PARTICIPATION

$

%

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

23. Local Agency Representative's Signature _____ 24. Date _____

25. Local Agency Representative's Name _____ 26. Phone _____

27. Local Agency Representative's Title _____

15. Preparer's Signature _____ 16. Date _____

17. Preparer's Name _____ 18. Phone _____

19. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location as it appears on the project advertisement.
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Total Contract Award Amount - Enter the total contract award dollar amount for the prime consultant.
8. Total Dollar Amount for ALL Subconsultants – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. Total number of ALL subconsultants – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
22. Contract Execution Date - Enter the date the contract was executed.
23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

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INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

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Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-Aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSCIALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.

[*Note: italic text within brackets throughout the Articles is intended for instructional purposes only*]

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ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)
The Project Manager for the "CONSULTANT" will be (NAME)
The name of the "LOCAL AGENCY" is as follows:
(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A & B below for standard AGREEMENTs*]

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

[*Option 2 - Use paragraphs A & B below for on-call AGREEMENTs]*

A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

[*Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*]

A. CONSULTANT Services
[*Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent*

uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).]

B. Right of Way
[*State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.*]

C. Surveys
[*State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.*]

D. Subsurface Investigations
[*State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.*]

E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings
[*For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.*]

H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies
The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

[*A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.*]

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

[*Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.*]

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

[*Choose either Option 1, 2, 3, or 4*]

[*Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTs*]

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $(Amount).

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

[*Option 2 - For Cost per Unit of Work AGREEMENTs, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project*].

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be $(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in

Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

[*Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements (such as on-call Agreements). This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection.*]

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. [*Local Agency to include either (a) or (b) below; delete the other one*]

(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.

(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed $ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

[*Option 4 - Use paragraphs A through E below for lump sum agreements.*

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

E. The total amount payable by LOCAL AGENCY shall not exceed $(Amount).

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

[*Choose either Method 1, Method 2, or Method 3 below and delete the other two.*]

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

[*Include this article in all AGREEMENTs where federal funding will exceed $150,000. If less than $150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.*]

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2

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CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is_____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

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C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
    a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Description of scope of work and cost proposal

- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
- Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
   - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
   - Solicitations of DBEs for performance of work identified
   - Correspondence with interested DBEs that may have included contract details and requirements
   - Negotiation efforts with DBEs that reflect why an agreement was not reached
   - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
   - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
   - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subconsultant
   - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENGY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work

of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

[*Choose either Option 1 or Option 2*]

[*Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations.*]

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

[*Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations.*]

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal*]

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

[*Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E*]

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

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C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

[*Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper*]

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY.

Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

[*For PS&E contracts add paragraph F, below, to paragraphs A through E, above*]

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

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ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

(1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[*The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.*

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

a. *for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
b. *for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.*]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

    ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on,

over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:
(CONSULTANT)
(NAME) ,Project Manager
(ADDRESS)

LOCAL AGENCY:
(LOCAL AGENCY)
(NAME) , Contract Administrator
(ADDRESS)

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

(Name of LOCAL AGENCY)	(Name of CONSULTANT)
_____(Signature)_____	____(Signature)_____
(Name of Signer)	(Name of Signer)
Date: _____	Date: _____

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EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of ___% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

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C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

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F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

EXHIBIT E
EXHIBIT B

Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: _____ Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* _____

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____
- Years of consultant's experience with 48 CFR Part 31 is _____
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐ Local Govt ICR Audit ☐ Caltrans ICR Audit ☐

CPA ICR Audit ☐ Federal Govt ICR Audit ☐

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** _____ Title**: _____

Signature: _____ Date: _____

Phone**: _____ Email**: _____

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

California Safe Harbor Indirect Cost Rate Program

Consultant Firm Certification of Eligibility and Certification of Financial Management System

Consultant Firm Name _____

Local Agency (if applicable) _____

Contract Number / Federal Project Number _____

Contract Total $ _____

For Subconsultant Firms – estimated % of work to be performed _____ %

Safe Harbor Indirect Cost Rate (SHR): **Home: 120% and/or Field: 90%**
Field SHR will be utilized for contracts where the work deliverables are not completed from the consultant offices (i.e. Construction Inspection, Material Testing, Sources Inspection, others).

Consultant Firm Certification of Eligibility

I, the undersigned, certify that I am eligible to use the Safe Harbor indirect cost rate as I:

1. Am not a Prime Consultant Firm on a Caltrans contract > $3.5M, or
   Local Government contract > $1M, regardless of the participation amount.
2. Have not used SHR for more than three (3) years since entering the program on a state or federally funded contract.

   AND

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant ICR.
2. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate.

Certification of Financial Management System

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor indirect cost rate requirements and financial reporting, accounting records, internal and budget control as set forth in 2 CFR 200, Subpart D. These standards require consulting firms have an accounting system

adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs and remove unallowable costs.

Print Name _____

Signature _____
(Electronic Signature Allowed)

Title _____

Date Completed _____

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

Definition of Terms

Direct Cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives, 48 CFR 31.202.

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective but is identified with two or more final cost objectives or with at least one intermediate cost objective, 48 CFR 31. 203.

References

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles.
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards.
Title is 2 CFR 200 Subpart D, Standards for Financial and Program Management.
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts.
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services.
American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition).

California Safe Harbor Indirect Cost Rate Program

Caltrans Contract

If participating on a Caltrans Contract, also attach a completed copy of the following Safe Harbor Indirect Cost Rate Questionnaire for Evaluating Consultant Firm's Financial Management System.

Docusign Envelope ID: 4996BADC-17D8-4E1D-A07D-727C95D7A133

California Safe Harbor Indirect Cost Rate Program

Questionnaire for Evaluating Consultant Firm's Financial Management System

Consultant Firm Name _____

Firm Headquarters Address _____

_____

Accounting Records

- Location where Accounting records are held _____
- Name and Title _____
- Email and Phone _____
- Mailing Address _____

_____

To be eligible for Safe Harbor indirect cost rate (SHR), the Consultant Firm's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR 31 for the different business segments.

Instructions

1. Answer all questions and provide an explanation and additional supporting documentation where requested.
2. If additional space is required, please attach a separate sheet and refer to items being answered by number.

Has the Firm developed an indirect cost rate in the past? Yes ____ No ___

If "Yes", you are NOT ELIGIBLE to use the SHR.
DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an ICR Schedule.

Is the Firm a Prime Consultant Firm on a Caltrans contract > $3.5M Yes ____ No ___
Or Local Government contract > $1M, regardless of the participation Amount?
If "Yes", you are NOT ELIGIBLE to use the SHR.
DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an AUDITED ICR Report.

California Safe Harbor Indirect Cost Rate Program

1. What form of business entity is the Firm?

   Sole Proprietorship ___ Partnership ____ C Corporation __ S Corporation __

   Other _____

2. What types of services will the Firm provide for this contract? (Select all that apply.)

   Architectural and Engineering Services ____ Program Management ____

   Preliminary Engineering ____ Design Engineering ____

   Surveying ____ Feasibility Studies ____

   Mapping or Architectural Related Services ____ Other _____

3. Does the Firm have prior government contracting experience? Yes ____ No ____

4. Does the general ledger contain separate direct and indirect accounts for the following?

   Labor Yes ___ No _____ Non-Labor Yes ____ No ____

5. Does the company have a system in place to identify and remove form the indirect cost pools all unallowable cost? Yes_____ No ____

6. Does the firm assign a unique identification/project number in your accounting system for each contract/project?

   Yes _____ No _____

7. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with unique reporting codes?

   Yes _____ No _____

California Safe Harbor Indirect Cost Rate Program

8. Do you have written policies on the following cost categories?

Accounting	Yes ___ No ____	Overtime	Yes _____ No ____		
Billing	Yes ___ No ____	Direct/Indirect Expenses	Yes _____ No ____		
Timesheet Preparation	Yes ___ No ____	Prevailing Wage	Yes _____ No ____		
Bonus	Yes ___ No ____				

9. What types of employee status will the Firm provide for this contract?

Non-exempt ____ Exempt-salaried ___ Exempt-hourly ___ Contract Employee ___

Other _____

10. Does the Firm pay overtime for exempt employees?

Yes _____ No ___

11. Besides labor, does the Firm normally bill/invoice the following as direct contract/project costs? (Select all that apply)

Vehicle	_____	Shipping	_____
Computer/CADD	_____	Lab	_____
Printing	_____	Travel	_____
Specialty Equipment (List below)	____	Other (List below)	_____

_____ _____

12. Are mileage logs maintained for all vehicles? If no, please explain below.

Explanation _____

Where is the vehicle stored after work? _____

Does employee use vehicle for personal use? Yes _____No_____

What is the recovery/billing rate used for Firm or personal vehicle mileage reimbursement?

$ _____ per mile

Docusign Envelope ID: 4996BADC-17D8-4E1D-A07D-727C95D7A133

California Safe Harbor Indirect Cost Rate Program

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name _____

Signature _____
(Electronic Signature Allowed)

Title _____

Date Completed _____

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

EXHIBIT F
EXHIBIT B

EXHIBIT A – FAA CONTRACT PROVISIONS
FOR AIRPORT IMPROVEMENT PROGRAM PROJECTS

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Appendix A to 49 CFR part 26

Appendix B of 49 CFR part 21

A1 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION-NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 25.6%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **CALIFORNIA, ALAMEDA COUNTY, CITY OF LIVERMORE.**

A3 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States; or

b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility". The required documentation for a Type 3 waiver is:

a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product

b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States;

b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product

b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

A5 CIVIL RIGHTS - GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The **CITY OF LIVERMORE**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI Clauses for Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *www.dol.gov/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less

than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR

Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A11 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

Information Submitted as a matter of bidder responsiveness: The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1)
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in Appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1)
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in Appendix A to 49 CFR part 26.

RACE/GENDER NEUTRAL MEANS - The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Livermore to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DISADVANTAGED BUSINESS ENTERPRISES - Contract Assurance (§ 26.13)

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

PROMPT PAYMENT (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from City of Livermore. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City Engineer or their designee. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING - TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

A15 DRUG FREE WORKPLACE REQUIREMENTS – NOT USED

A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance*: Provided, however*r*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A19 PROHIBITION of SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour

(24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

A25.1 TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

A25.2 TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

A25.3 TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;

2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

A26 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Title 49 - Transportation
Subtitle A - Office of the Secretary of Transportation
Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs

Authority: 23 U.S.C. 304 and 324; 42 U.S.C. 2000d, *et seq.* ; 49 U.S.C. 47107, 47113, 47123; Sec. 1101(b), Pub. L. 105-178, 112 Stat. 107, 113.
Source: 64 FR 5126, Feb. 2, 1999, unless otherwise noted.

Appendix A to Part 26 - Guidance Concerning Good Faith Efforts

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (*i.e.*, obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A.

(1) Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D.

(1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E.

(1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with

its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in § 26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

Title 49 - Transportation

Subtitle A - Office of the Secretary of Transportation

Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964

§ 21.1 Purpose.
§ 21.3 Application of this part.
§ 21.5 Discrimination prohibited.
§ 21.7 Assurances required.
§ 21.9 Compliance information.
§ 21.11 Conduct of investigations.
§ 21.13 Procedure for effecting compliance.
§ 21.15 Hearings.
§ 21.17 Decisions and notices.
§ 21.19 Judicial review.
§ 21.21 Effect on other regulations, forms, and instructions.
§ 21.23 Definitions.

Appendix A to Part 21
Activities to Which This Part Applies

Appendix B to Part 21
Activities to Which This Part Applies When a Primary Objective of the Federal Financial Assistance Is To Provide Employment

Appendix C to Part 21
Application of Part 21 to Certain Federal Financial Assistance of the Department of Transportation

PART 21 - NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION - EFFECTUATION OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Authority: 42 U.S.C. 2000d-2000d-6.

Source: 35 FR 10080, June 18, 1970, unless otherwise noted.

§ 21.1 Purpose.

The purpose of this part is to effectuate the provisions of title VI of the Civil Rights Act of 1964 (hereafter referred to as the Act) to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Transportation.

§ 21.3 Application of this part.

(a) This part applies to any program for which Federal financial assistance is authorized under a law administered by the Department, including the types of Federal financial assistance listed in appendix A to this part. It also applies to money paid, property transferred, or other Federal financial assistance extended after the effective date of this part pursuant to an application approved before that effective date. This part does not apply to:

(1) Any Federal financial assistance by way of insurance or guaranty contracts;

(2) Money paid, property transferred, or other assistance extended before the effective date of this part, except where such assistance was subject to the title VI regulations of any agency whose responsibilities are now exercised by this Department;

(3) Any assistance to any individual who is the ultimate beneficiary; or

(4) Any employment practice, under any such program, of any employer, employment agency, or labor organization, except to the extent described in § 21.5(c).

The fact that a type of Federal financial assistance is not listed in appendix A to this part shall not mean, if title VI of the Act is otherwise applicable, that a program is not covered. Other types of Federal financial assistance under statutes now in force or hereinafter enacted may be added to appendix A to this part.

(b) In any program receiving Federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, to the extent that rights to space on, over, or under any such property are included as part of the program receiving that assistance, the nondiscrimination requirement of this part shall extend to any facility located wholly or in part in that space.

§ 21.5 Discrimination prohibited.

(a) ***General.*** No person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program to which this part applies.

(b) Specific discriminatory actions prohibited:

(1) A recipient to which this part applies may not, directly or through contractual or other arrangements, on the grounds of race, color, or national origin.

(i) Deny a person any service, financial aid, or other benefit provided under the program;

(ii) Provide any service, financial aid, or other benefit to a person which is different, or is provided in a different manner, from that provided to others under the program;

(iii) Subject a person to segregation or separate treatment in any matter related to his receipt of any service, financial aid, or other benefit under the program;

(iv) Restrict a person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program;

(v) Treat a person differently from others in determining whether he satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet in order to be provided any service, financial aid, or other benefit provided under the program;

(vi) Deny a person an opportunity to participate in the program through the provision of services or otherwise or afford him an opportunity to do so which is different from that afforded others under the program; or

(vii) Deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program.

(2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program, or the class of person to whom, or the situations in which, such services, financial aid, other benefits, or facilities will be provided under any such program, or the class of persons to be afforded an opportunity to participate in any such program; may not, directly or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, or national origin.

(3) In determining the site or location of facilities, a recipient or applicant may not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this regulation applies, on the grounds of race, color, or national origin; or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act or this part.

(4) As used in this section the services, financial aid, or other benefits provided under a program receiving Federal financial assistance include any service, financial aid, or other benefit provided in or through a facility provided with the aid of Federal financial assistance.

(5) The enumeration of specific forms of prohibited discrimination in this paragraph does not limit the generality of the prohibition in paragraph (a) of this section.

(6) Examples demonstrating the application of the provisions of this section to certain types of Federal financial assistance administered by the Department of Transportation are contained in appendix C of this part.

(7) This part does not prohibit the consideration of race, color, or national origin if the purpose and effect are to remove or overcome the consequences of practices or impediments which have restricted the availability of, or participation in, the program or activity receiving Federal financial assistance, on the grounds of race, color, or national origin. Where prior discriminatory practice or usage tends, on the grounds of race, color, or national origin to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which this part applies, the applicant or recipient must take affirmative action to remove or overcome the effects of the prior discriminatory practice or usage. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in or denied the benefits of the program or activity on the grounds of race, color, or national origin.

(c) Employment practices:

(1) Where a primary objective of the Federal financial assistance to a program to which this part applies is to provide employment, a recipient or other party subject to this part shall not, directly or through contractual or other arrangements, subject a person to discrimination on the ground of race, color, or national origin in its employment practices under such program (including recruitment or recruitment advertising, hiring, firing, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation or benefits, selection for training or apprenticeship, use

of facilities, and treatment of employees). Such recipient shall take affirmative action to insure that applicants are employed, and employees are treated during employment, without regard to their race, color, or national origin. The requirements applicable to construction employment under any such program shall be those specified in or pursuant to Part III of Executive Order 11246 or any Executive order which supersedes it.

(2) Federal financial assistance to programs under laws funded or administered by the Department which have as a primary objective the providing of employment include those set forth in appendix B to this part.

(3) Where a primary objective of the Federal financial assistance is not to provide employment, but discrimination on the grounds of race, color, or national origin in the employment practices of the recipient or other persons subject to the regulation tends, on the grounds of race, color, or national origin, to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program to which this regulation applies, the provisions of paragraph (c)(1) of this section shall apply to the employment practices of the recipient or other persons subject to the regulation, to the extent necessary to assure equality of opportunity to, and nondiscriminatory treatment of, beneficiaries.

(d) A recipient may not make a selection of a site or location of a facility if the purpose of that selection, or its effect when made, is to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which this rule applies, on the grounds of race, color, or national origin; or if the purpose is to, or its effect when made will, substantially impair the accomplishment of the objectives of this part.

§ 21.7 Assurances required.

(a) ***General.***

(1) Every application for Federal financial assistance to which this part applies, except an application to which paragraph (b) of this section applies, and every application for Federal financial assistance to provide a facility shall, as a condition to its approval and the extension of any Federal financial assistance pursuant to the application, contain or be accompanied by, an assurance that the program will be conducted or the facility operated in compliance with all requirements imposed by or pursuant to this part. Every awardof Federal financial assistance shall require the submission of such an assurance. In the case where the Federal financial assistance is to provide or is in the form of personal property, or real property or interest therein or structures thereon, the assurance shall obligate the recipient, or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the recipient for the period during which Federal financial assistance is extended to the program. The Secretary shall specify the form of the foregoing assurances, and the extent to which like assurances will be required of subgrantees, contractors and subcontractors, transferees, successors in interest, and other participants. Any such assurance shall include provisions which give the United States a right to seek its judicial enforcement.

(2) In the case where Federal financial assistance is provided in the form of a transfer of real property, structures, or improvements thereon, or interest therein, from the Federal Government, the instrument effecting or recording the transfer shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the

Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. Where no transfer of property or interest therein from the Federal Government is involved, but property is acquired or improved with Federal financial assistance, the recipient shall agree to include such covenant in any subsequent transfer of such property. When the property is obtained from the Federal Government, such covenant may also include a condition coupled with a right to be reserved by the Department to revert title to the property in the event of a breach of the covenant where, in the discretion of the Secretary, such a condition and right of reverter is appropriate to the statute under which the real property is obtained and to the nature of the grant and the grantee. In such event if a transferee of real property proposes to mortgage or otherwise encumber the real property as security for financing construction of new, or improvement of existing, facilities on such property for the purposes for which the property was transferred, the Secretary may agree, upon request of the transferee and if necessary to accomplish such financing, and upon such conditions as he deems appropriate, to subordinate such right of reversion to the lien of such mortgage or other encumbrance.

(b) ***Continuing Federal financial assistance.*** Every application by a State or a State agency for continuing Federal financial assistance to which this part applies (including the types of Federal financial assistance listed in appendix A to this part) shall as a condition to its approval and the extension of any Federal financial assistance pursuant to the application:

(1) Contain or be accompanied by a statement that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to this part, and

(2) provide or be accompanied by provision for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that the applicant and all recipients of Federal financial assistance under such program will comply with all requirements imposed by or pursuant to this part.

§ 21.9 Compliance information.

(a) ***Cooperation and assistance.*** The Secretary shall to the fullest extent practicable seek the cooperation of recipients in obtaining compliance with this part and shall provide assistance and guidance to recipients to help them comply voluntarily with this part.

(b) ***Compliance reports.*** Each recipient shall keep such records and submit to the Secretary timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the Secretary may determine to be necessary to enable him to ascertain whether the recipient has complied or is complying with this part. In the case in which a primary recipient extends Federal financial assistance to any other recipient, such other recipient shall also submit such compliance reports to the primary recipient as may be necessary to enable the primary recipient to carry out its obligations under this part. In general recipients should have available for the Secretary racial and ethnic data showing the extent to which members of minority groups are beneficiaries of programs receiving Federal financial assistance.

(c) ***Access to sources of information.*** Each recipient shall permit access by the Secretary during normal business hours to such of its books, records, accounts, and other sources of information, and its facilities as may be pertinent to ascertain compliance with this part. Where any information required of a recipient is in the exclusive possession of any other agency, institution, or person and this agency, institution, or person fails or refuses to furnish this information, the recipient shall so certify in its report and shall set forth what efforts it has made to obtain the information.

(d) ***Information to beneficiaries and participants.*** Each recipient shall make available to participants, beneficiaries, and other interested persons such information regarding the provisions of this part and its applicability to the program for which the recipient receives Federal financial assistance, and make such information available to them in such manner, as the Secretary finds necessary to apprise such persons of the protections against discrimination assured them by the Act and this part.

§ 21.11 Conduct of investigations.

(a) ***Periodic compliance reviews.*** The Secretary shall from time to time review the practices of recipients to determine whether they are complying with this part.

(b) ***Complaints.*** Any person who believes himself or any specific class of persons to be subjected to discrimination prohibited by this part may by himself or by a representative file with the Secretary a written complaint. A complaint must be filed not later than 180 days after the date of the alleged discrimination, unless the time for filing is extended by the Secretary.

(c) ***Investigations.*** The Secretary will make a prompt investigation whenever a compliance review, report, complaint, or any other information indicates a possible failure to comply with this part. The investigation will include, where appropriate, a review of the pertinent practices and policies of the recipient, the circumstances under which the possible noncompliance with this part occurred, and other factors relevant to a determination as to whether the recipient has failed to comply with this part.

(d) ***Resolution of matters.***

(1) If an investigation pursuant to paragraph (c) of this section indicates a failure to comply with this part, the Secretary will so inform the recipient and the matter will be resolved by informal means whenever possible. If it has been determined that the matter cannot be resolved by informal means, action will be taken as provided for in § 21.13.

(2) If an investigation does not warrant action pursuant to paragraph (d)(1) of this section the Secretary will so inform the recipient and the complainant, if any, in writing.

(e) ***Intimidatory or retaliatory acts prohibited.*** No recipient or other person shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by section 601 of the Act or this part, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

§ 21.13 Procedure for effecting compliance.

(a) ***General.*** If there appears to be a failure or threatened failure to comply with this part, and if the noncompliance or threatened noncompliance cannot be corrected by informal means, compliance with this part may be effected by the suspension or termination of or refusal to grant or to continue Federal financial assistance or by any other means authorized by law. Such other means may include, but are not limited to:

(1) A reference to the Department of Justice with a recommendation that appropriate proceedings be brought to enforce any rights of the United States under any law of the United States (including other titles of the Act), or any assurance or other contractual undertaking, and

(2) any applicable proceeding under State or local law.

(b) ***Noncompliance with § 21.7.*** If an applicant fails or refuses to furnish an assurance required under § 21.7 or otherwise fails or refuses to comply with a requirement imposed by or pursuant to that section, Federal financial assistance may be refused in accordance with the procedures of paragraph (c) of this section. The Department shall not be required to provide assistance in such a case during the pendency of the administrative proceedings under such paragraph. However, subject to § 21.21, the Department shall continue assistance during the pendency of such proceedings where such assistance is due and payable pursuant to an application approved prior to the effective date of this part.

(c) ***Termination of or refusal to grant or to continue Federal financial assistance.*** No order suspending, terminating, or refusing to grant or continue Federal financial assistance shall become effective until:

(1) The Secretary has advised the applicant or recipient of his failure to comply and has determined that compliance cannot be secured by voluntary means;

(2) There has been an express finding on the record, after opportunity for hearing, of a failure by the applicant or recipient to comply with a requirement imposed by or pursuant to this part;

(3) The action has been approved by the Secretary pursuant to § 21.17(e); and

(4) The expiration of 30 days after the Secretary has filed with the committee of the House and the committee of the Senate having legislative jurisdiction over the program involved, a full written report of the circumstances and the grounds for such action.

Any action to suspend or terminate or to refuse to grant or to continue Federal financial assistance shall be limited to the particular political entity, or part thereof, or other applicant or recipient as to whom such a finding has been made and shall be limited in its effect to the particular program, or part thereof, in which such noncompliance has been so found.

(d) ***Other means authorized by law.*** No action to effect compliance with title VI of the Act by any other means authorized by law shall be taken by this Department until:

(1) The Secretary has determined that compliance cannot be secured by voluntary means;

(2) The recipient or other person has been notified of its failure to comply and of the action to be taken to effect compliance; and

(3) The expiration of at least 10 days from the mailing of such notice to the recipient or other person. During this period of at least 10 days, additional efforts shall be made to persuade the recipient or other person to comply with the regulation and to take such corrective action as may be appropriate.

§ 21.15 Hearings.

(a) ***Opportunity for hearing.*** Whenever an opportunity for a hearing is required by § 21.13(c), reasonable notice shall be given by registered or certified mail, return receipt requested, to the affected applicant or recipient. This notice shall advise the applicant or recipient of the action proposed to be taken, the specific provision under which the proposed action against it is to be taken, and the matters of fact or law asserted as the basis for this action, and either:

(1) Fix a date not less than 20 days after the date of such notice within which the applicant or recipient may request of the Secretary that the matter be scheduled for hearing or

(2) advise the applicant or recipient that the matter in question has been set down for hearing at a stated place and time. The time and place so fixed shall be reasonable and shall be subject to change for cause. The complainant, if any, shall be advised of the time and place of the hearing. An applicant or recipient may waive a hearing and submit written information and argument for the

record. The failure of an applicant or recipient to request a hearing under this paragraph or to appear at a hearing for which a date has been set shall be deemed to be a waiver of the right to a hearing under section 602 of the Act and § 21.13(c) and consent to the making of a decision on the basis of such information as is available.

(b) ***Time and place of hearing.*** Hearings shall be held at the offices of the Department in Washington, D.C., at a time fixed by the Secretary unless he determines that the convenience of the applicant or recipient or of the Department requires that another place be selected. Hearings shall be held before the Secretary, or at his discretion, before a hearing examiner appointed in accordance with section 3105 of title 5, United States Code, or detailed under section 3344 of title 5, United States Code.

(c) ***Right to counsel.*** In all proceedings under this section, the applicant or recipient and the Department shall have the right to be represented by counsel.

(d) ***Procedures, evidence, and record.***

(1) The hearing, decision, and any administrative review thereof shall be conducted in conformity with sections 554 through 557 of title 5, United States Code, and in accordance with such rules of procedure as are proper (and not inconsistent with this section) relating to the conduct of the hearing, giving of notices subsequent to those provided for in paragraph (a) of this section, taking of testimony, exhibits, arguments and briefs, requests for findings, and other related matters. Both the Department and the applicant or recipient shall be entitled to introduce all relevant evidence on the issues as stated in the notice for hearing or as determined by the officer conducting the hearing at the outset of or during the hearing.

(2) Technical rules of evidence do not apply to hearings conducted pursuant to this part, but rules or principles designed to assure production of the most credible evidence available and to subject testimony to test by cross-examination shall be applied where reasonably necessary by the officer conducting the hearing. The hearing officer may exclude irrelevant, immaterial, or unduly repetitious evidence. All documents and other evidence offered or taken for the record shall be open to examination by the parties and opportunity shall be given to refute facts and arguments advanced on either side of the issues. A transcript shall be made of the oral evidence except to the extent the substance thereof is stipulated for the record. All decisions shall be based upon the hearing record and written findings shall be made.

(e) ***Consolidated or joint hearings.*** In cases in which the same or related facts are asserted to constitute noncompliance with this part with respect to two or more Federal statutes, authorities, or other means by which Federal financial assistance is extended and to which this part applies, or noncompliance with this part and the regulations of one or more other Federal departments or agencies issued under title VI of the Act, the Secretary may, by agreement with such other departments or agencies, where applicable, provide for the conduct of consolidated or joint hearings, and for the application to such hearings of rules or procedures not inconsistent with this part. Final decisions in such cases, insofar as this regulation is concerned, shall be made in accordance with § 21.17.

§ 21.17 Decisions and notices.

(a) ***Procedure on decisions by hearing examiner.*** If the hearing is held by a hearing examiner, the hearing examiner shall either make an initial decision, if so authorized, or certify the entire record including his recommended findings and proposed decision to the Secretary for a final decision, and a copy of such initial decision or certification shall be mailed to the applicant or recipient. Where the initial decision is made by the hearing examiner the applicant or recipient may, within 30 days after the mailing of such notice of initial decision, file with the Secretary his exceptions to the initial decision, with his reasons

therefor. In the absence of exceptions, the Secretary may, on his own motion, within 45 days after the initial decision, serve on the applicant or recipient a notice that he will review the decision. Upon the filing of such exceptions or of notice of review, the Secretary shall review the initial decision and issue his own decision thereon including the reasons therefor. In the absence of either exceptions or a notice of review the initial decision shall, subject to paragraph (e) of this section, constitute the final decision of the Secretary.

(b) ***Decisions on record or review by the Secretary.*** Whenever a record is certified to the Secretary for decision or he reviews the decision of a hearing examiner pursuant to paragraph (a) of this section, or whenever the Secretary conducts the hearing, the applicant or recipient shall be given reasonable opportunity to file with him briefs or other written statements of its contentions, and a written copy of the final decision of the Secretary shall be sent to the applicant or recipient and to the complainant, if any.

(c) ***Decisions on record where a hearing is waived.*** Whenever a hearing is waived pursuant to § 21.15, a decision shall be made by the Secretary on the record and a written copy of such decision shall be sent to the applicant or recipient, and to the complainant, if any.

(d) ***Rulings required.*** Each decision of a hearing examiner or the Secretary shall set forth his ruling on each finding, conclusion, or exception presented, and shall identify the requirement or requirements imposed by or pursuant to this part with which it is found that the applicant or recipient has failed to comply.

(e) ***Approval by Secretary.*** Any final decision by an official of the Department, other than the Secretary personally, which provides for the suspension or termination of, or the refusal to grant or continue Federal financial assistance, or the imposition of any other sanction available under this part or the Act, shall promptly be transmitted to the Secretary personally, who may approve such decision, may vacate it, or remit or mitigate any sanction imposed.

(f) ***Content of orders.*** The final decision may provide for suspension or termination of, or refusal to grant or continue Federal financial assistance, in whole or in part, to which this regulation applies, and may contain such terms, conditions, and other provisions as are consistent with and will effectuate the purposes of the Act and this part, including provisions designed to assure that no Federal financial assistance to which this regulation applies will thereafter be extended to the applicant or recipient determined by such decision to be in default in its performance of an assurance given by it pursuant to this part, or to have otherwise failed to comply with this part, unless and until it corrects its noncompliance and satisfies the Secretary that it will fully comply with this part.

(g) ***Post termination proceedings.***

(1) An applicant or recipient adversely affected by an order issued under paragraph (f) of this section shall be restored to full eligibility to receive Federal financial assistance if it satisfies the terms and conditions of that order for such eligibility or if it brings itself into compliance with this part and provides reasonable assurance that it will fully comply with this part.

(2) Any applicant or recipient adversely affected by an order entered pursuant to paragraph (f) of this section may at any time request the Secretary to restore fully its eligibility to receive Federal financial assistance. Any such request shall be supported by information showing that the applicant or recipient has met the requirements of paragraph (g)(1) of this section. If the Secretary determines that those requirements have been satisfied, he shall restore such eligibility.

(3) If the Secretary denies any such request, the applicant or recipient may submit a request for a hearing in writing, specifying who it believes such official to have been in error. It shall thereupon be given an expeditious hearing, with a decision on the record in accordance with rules or procedures issued by the Secretary. The applicant or recipient will be restored to such eligibility if it proves at such a hearing that it satisfied the requirements of paragraph (g)(1) of this section.

While proceedings under this paragraph are pending, the sanctions imposed by the order issued under paragraph (f) of this section shall remain in effect.

§ 21.19 Judicial review.

Action taken pursuant to section 602 of the Act is subject to judicial review as provided in section 603 of the Act.

§ 21.21 Effect on other regulations, forms, and instructions.

(a) ***Effect on other regulations.*** All regulations, orders, or like directions issued before the effective date of this part by any officer of the Department which impose requirements designed to prohibit any discrimination against individuals on the grounds of race, color, or national origin under any program to which this part applies, and which authorize the suspension or termination of or refusal to grant or to continue Federal financial assistance to any applicant for a recipient of such assistance for failure to comply with such requirements, are hereby superseded to the extent that such discrimination is prohibited by this part, except that nothing in this part may be considered to relieve any person of any obligation assumed or imposed under any such superseded regulation, order, instruction, or like direction before the effective date of this part. Nothing in this part, however, supersedes any of the following (including future amendments thereof):

(1) Executive Order 11246 (3 CFR, 1965 Supp., p. 167) and regulations issued thereunder or

(2) any other orders, regulations, or instructions, insofar as such orders, regulations, or instructions prohibit discrimination on the ground of race, color, or national origin in any program or situation to which this part is inapplicable, or prohibit discrimination on any other ground.

(b) ***Forms and instructions.*** The Secretary shall issue and promptly make available to all interested persons forms and detailed instructions and procedures for effectuating this part as applied to programs to which this part applies and for which he is responsible.

(c) ***Supervision and coordination.*** The Secretary may from time to time assign to officials of the Department, or to officials of other departments or agencies of the Government with the consent of such departments or agencies, responsibilities in connection with the effectuation of the purposes of title VI of the Act and this part (other than responsibility for final decision as provided in § 21.17), including the achievement of effective coordination and maximum uniformity within the Department and within the Executive Branch of the Government in the application of title VI and this part to similar programs and in similar situations. Any action taken, determination made or requirement imposed by an official of another department or agency acting pursuant to an assignment of responsibility under this paragraph shall have the same effect as though such action had been taken by the Secretary of this Department.

§ 21.23 Definitions.

Unless the context requires otherwise, as used in this part:

(a) ***Applicant*** means a person who submits an application, request, or plan required to be approved by the Secretary, or by a primary recipient, as a condition to eligibility for Federal financial assistance, and "application" means such an application, request, or plan.

(b) ***Facility*** includes all or any part of structures, equipment, or other real or personal property or interests therein, and the provision of facilities includes the construction, expansion, renovation, remodeling, alteration or acquisition of facilities.

(c) ***Federal financial assistance*** includes:

(1) Grants and loans of Federal funds;

(2) The grant or donation of Federal property and interests in property;

(3) The detail of Federal personnel;

(4) The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and

(5) Any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance.

(d) ***Primary recipient*** means any recipient that is authorized or required to extend Federal financial assistance to another recipient.

(e) ***Program or activity*** and *program* mean all of the operations of any entity described in paragraphs (e)(1) through (4) of this section, any part of which is extended Federal financial assistance:

(1)

(i) A department, agency, special purpose district, or other instrumentality of a State or of a local government; or

(ii) The entity of such State or local government that distributes such assistance and each such department or agency (and each other State or local government entity) to which the assistance is extended, in the case of assistance to a State or local government;

(2)

(i) A college, university, or other postsecondary institution, or a public system of higher education; or

(ii) A local educational agency (as defined in 20 U.S.C. 7801), system of vocational education, or other school system;

(3)

(i) An entire corporation, partnership, or other private organization, or an entire sole proprietorship -

(A) If assistance is extended to such corporation, partnership, private organization, or sole proprietorship as a whole; or

(B) Which is principally engaged in the business of providing education, health care, housing, social services, or parks and recreation; or

(ii) The entire plant or other comparable, geographically separate facility to which Federal financial assistance is extended, in the case of any other corporation, partnership, private organization, or sole proprietorship; or

(4) Any other entity which is established by two or more of the entities described in paragraph (e)(1), (2), or (3) of this section.

(f) ***Recipient*** may mean any State, territory, possession, the District of Columbia, or Puerto Rico, or any political subdivision thereof, or instrumentality thereof, any public or private agency, institution, or organization, or other entity, or any individual, in any State, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal financial assistance is extended, directly or through another recipient, including any successor, assignee, or transferee thereof, but such term does not include any ultimate beneficiary.

(g) ***Secretary*** means the Secretary of Transportation or, except in § 21.17 (e), any person to whom he has delegated his authority in the matter concerned.

Appendix A to Part 21 - Activities to Which This Part Applies

1. Use of grants made in connection with Federal-aid highway systems (23 U.S.C. 101 *et seq.*).
2. Use of grants made in connection with the Highway Safety Act of 1966 (23 U.S.C. 401 *et seq.*).
3. Use of grants in connection with the National Traffic and Motor Vehicle Safety Act of 1966 (15 U.S.C. 1391-1409, 1421-1425).
4. Lease of real property and the grant of permits, licenses, easements and rights-of-way covering real property under control of the Coast Guard (14 U.S.C. 93 (n) and (o)).
5. Utilization of Coast Guard personnel and facilities by any State, territory, possession, or political subdivision thereof (14 U.S.C. 141(a)).
6. Use of Coast Guard personnel for duty in connection with maritime instruction and training by the States, territories, and Puerto Rico (14 U.S.C. 148).
7. Use of obsolete and other Coast Guard material by sea scout service of Boy Scouts of America, any incorporated unit of the Coast Guard auxiliary, and public body or private organization not organized for profit (14 U.S.C. 641(a)).
8. U.S. Coast Guard Auxiliary Program (14 U.S.C. 821-832).
9. Use of grants for the support of basic scientific research by nonprofit institutions of higher education and nonprofit organizations whose primary purpose is conduct of scientific research (42 U.S.C. 1891).
10. Use of grants made in connection with the Federal-aid Airport Program (secs. 1-15 and 17-20 of the Federal Airport Act, 49 U.S.C. 1101-1114, 1116-1120).
11. Use of U.S. land acquired for public airports under:
    a. Section 16 of the Federal Airport Act, 49 U.S.C. 1115; and
    b. Surplus Property Act (sec. 13(g) of the Surplus Property Act of 1944, 50 U.S.C. App. 1622(g), and sec. 3 of the Act of Oct. 1, 1949, 50 U.S.C. App. 1622b).
12. Activities carried out in connection with the Aviation Education Program of the Federal Aviation Administration under sections 305, 311, and 313(a) of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1346, 1352, and 1354(a)).

13. Use of grants and loans made in connection with public transportation programs (49 U.S.C. chapter 53).

14. Use of grants made in connection with the High Speed Ground Transportation Act, as amended (49 U.S.C. 631-642).

Appendix B to Part 21 - Activities to Which This Part Applies When a Primary Objective of the Federal Financial Assistance Is To Provide Employment

1. Appalachia Regional Development Act of 1965 (40 U.S.C. App. 1 *et seq.*).

Appendix C to Part 21 - Application of Part 21 to Certain Federal Financial Assistance of the Department of Transportation

Nondiscrimination on Federally Assisted Projects

(a) ***Examples.*** The following examples, without being exhaustive, illustrate the application of the nondiscrimination provisions of this part on projects receiving Federal financial assistance under the programs of certain Department of Transportation operating administrations:

(1) ***Federal Aviation Administration.***

(i) The airport sponsor or any of his lessees, concessionaires, or contractors may not differentiate between members of the public because of race, color, or national origin in furnishing, or admitting to, waiting rooms, passenger holding areas, aircraft tiedown areas, restaurant facilities, restrooms, or facilities operated under the compatible land use concept.

(ii) The airport sponsor and any of his lessees, concessionaires, or contractors must offer to all members of the public the same degree and type of service without regard to race, color, or national origin. This rule applies to fixed base operators, restaurants, snack bars, gift shops, ticket counters, baggage handlers, car rental agencies, limousines and taxis franchised by the airport sponsor, insurance underwriters, and other businesses catering to the public at the airport.

(iii) An aircraft operator may not be required to park his aircraft at a location that is less protected, or less accessible from the terminal facilities, than locations offered to others, because of his race, color, or national origin.

(iv) The pilot of an aircraft may not be required to help more extensively in fueling operations, and may not be offered less incidental service (such as windshield wiping), than other pilots, because of his race, color, or national origin.

(v) No pilot or crewmember eligible for access to a pilot's lounge or to unofficial communication facilities such as a UNICOM frequency may be restricted in that access because of his race, color, or national origin.

(vi) Access to facilities maintained at the airport by air carriers or commercial operators for holders of first-class transportation tickets or frequent users of the carrier's or operator's services may not be restricted on the basis of race, color, or national origin.

(vii) Passengers and crewmembers seeking ground transportation from the airport may not be assigned to different vehicles, or delayed or embarrassed in assignment to vehicles, by the airport sponsor or his lessees, concessionaires, or contractors, because of race, color, or national origin.

(viii) Where there are two or more sites having equal potential to serve the aeronautical needs of the area, the airport sponsor shall select the site least likely to adversely affect existing communities. Such site selection shall not be made on the basis of race, color, or national origin.

(ix) Employment at obligated airports, including employment by tenants and concessionaires shall be available to all regardless of race, creed, color, sex, or national origin. The sponsor shall coordinate his airport plan with his local transit authority and the Federal Transit Administration to assure public transportation, convenient to the disadvantaged areas of nearby communities to enhance employment opportunities for the disadvantaged and minority population.

(x) The sponsor shall assure that the minority business community in his area is advised of the opportunities offered by airport concessions, and that bids are solicited from such qualified minority firms, and awards made without regard to race, color, or national origin.

(2) ***Federal Highway Administration.***

(i) The State, acting through its highway department, may not discriminate in its selection and retention of contractors, including without limitation, those whose services are retained for, or incidental to, construction, planning, research, highway safety, engineering, property management, and fee contracts and other commitments with person for services and expenses incidental to the acquisition of right-of-way.

(ii) The State may not discriminate against eligible persons in making relocation payments and in providing relocation advisory assistance where relocation is necessitated by highway right-of-way acquisitions.

(iii) Federal-aid contractors may not discriminate in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their selection and retention of second-tier subcontractors, who participate in Federal-aid highway construction, acquisition of right-of-way and related projects, including those who supply materials and lease equipment.

(iv) The State may not discriminate against the traveling public and business users of the federally assisted highway in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed on, over or under the right-of-way of such highways.

(v) Neither the State, any other persons subject to this part, nor its contractors and subcontractors may discriminate in their employment practices in connection with highway construction projects or other projects assisted by the Federal Highway Administration.

(vi) The State shall not locate or design a highway in such a manner as to require, on the basis of race, color, or national origin, the relocation of any persons.

(vii) The State shall not locate, design, or construct a highway in such a manner as to deny reasonable access to, and use thereof, to any persons on the basis of race, color, or national origin.

(3) ***Federal Transit Administration.***

(i) Any person who is, or seeks to be, a patron of any public vehicle which is operated as a part of, or in conjunction with, a project shall be given the same access, seating, and other treatment with regard to the use of such vehicle as other persons without regard to their race, color, or national origin.

(ii) No person who is, or seeks to be, an employee of the project sponsor or lessees, concessionaires, contractors, licensees, or any organization furnishing public transportation service as a part of, or in conjunction with, the project shall be treated less favorably than any other employee or applicant with regard to hiring, dismissal, advancement, wages, or any other conditions and benefits of employment, on the basis of race, color, or national origin.

(iii) No person or group of persons shall be discriminated against with regard to the routing, scheduling, or quality of service of transportation service furnished as a part of the project on the basis of race, color, or national origin. Frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, or national origin.

(iv) The location of projects requiring land acquisition and the displacement of persons from their residences and businesses may not be determined on the basis of race, color, or national origin.

(b) ***Obligations of the airport operator*** -

(1) ***Tenants, contractors, and concessionaires.*** Each airport operator shall require each tenant, contractor, and concessionaire who provides any activity, service, or facility at the airport under lease, contract with, or franchise from the airport, to covenant in a form specified by the Administrator, Federal Aviation Administration, that he will comply with the nondiscrimination requirements of this part.

(2) ***Notification of beneficiaries.*** The airport operator shall:

(i) Make a copy of this part available at his office for inspection during normal working hours by any person asking for it, and

(ii) conspicuously display a sign, or signs, furnished by the FAA, in the main public area or areas of the airport, stating that discrimination based on race, color, or national origin is prohibited on the airport.

(3) ***Reports.*** Each airport owner subject to this part shall, within 15 days after he receives it, forward to the Area Manager of the FAA Area in which the airport is located a copy of each written complaint charging discrimination because of race, color, or national origin by any person subject to this part, together with a statement describing all actions taken to resolve the matter, and the results thereof. Each airport operator shall submit to the area manager of the FAA area in which the airport is located a report for the preceding year on the date and in a form prescribed by the Federal Aviation Administrator.

EXHIBIT B

Form B4: LBCE Program Participation Summary

PROCURING AGENCY TO COMPLETE THIS BOX

Name of Reviewer:

/S/ [Type Name of Reviewer here]

THIS TAB IS REQUIRED FOR PROCUREMENTS SUBJECT TO THE LOCAL BUSINESS CONTRACT EQUITY (LBCE) PROGRAM REQUIREMENTS; DO NOT USE FOR DISADVANTAGED BUSINESS ENTERPRISE (DBE).

The LBCE Program goals for professional services are 70.0% for Local Business Enterprise (LBE) and 30.0% for Small Local Business Enterprise (SLBE).

- Complete all yellow fields below as applicable. See examples below in the lighter gray fields.
- Please use one line per firm (any business - subconsultants, subcontractors, vendors, etc.) regardless of tier. If a vendor is under a subconsultant, such vendor's budget should be removed from the subconsultant and included below as an independent line item.
- Firms (any business - subconsultants, subcontractors, vendors, etc.) that are unconfirmed or yet to be identified should be listed under the Firm column as "To be determined"
- The Certification Status must be updated according to, and supported by, proof of certification.
- The LBE/SLBE participation below must be consistent with the cost proposal.
- Do not include optional tasks (i.e., contingency).

Vendor	Tier	Budget	LBE	SLBE	VSLBE	Certification Status	LBE	SLBE	VSLBE
Sample Detail for Instructional Purposes Only									
Prime Name	*Prime*	*$100,000*	*$100,000*	*-*	*-*	*Alameda CTC LBE exp. YYYY-MM-DD*	*x*		
Subconsultant/Vendor Name	*Tier 1*	*$10,000*	*$10,000*	*$10,000*	*-*	*Alameda CTC LBE, SLBE exp. YYYY-MM-DD*	*x*	*x*	
Subconsultant/Vendor Name	*Tier 2 under Subconsultant Name*	*$5,000*	*$5,000*	*$5,000*	*$5,000*	*Alameda CTC LBE, SLBE, VSLBE exp. YYYY-MM-DD*	*x*	*x*	*x*
E.g.: *Aerial Maps, Inc.*	E.g.: *Tier 1*	*$59,000*	*$59,000*	*$59,000*	*-*	*Alameda CTC LBE, SLBE exp. YYYY-MM-DD*	*x*	*x*	
E.g.: *Printers, Inc.*	E.g.: *Tier 2 under Aerial Maps, Inc.*	*$1,000*	*-*	*-*	*-*	*None*			
E.g.: *To be determined*	E.g.: *Tier 2 under Aerial Maps, Inc.*	*$500*	*$500*	*-*	*-*	*Alameda CTC LBE exp. YYYY-MM-DD*	*x*		
	TOTAL NON-CONTINGENCY	**$175,500**	**$174,500**	**$74,000**	**$5,000**				
	GOAL ACHIEVEMENT		**99.4%**	**42.2%**	**2.8%**				
NON-CONTINGENCY TASKS/DELIVERABLES									
		$0	$0	$0	$0				
		$0	$0	$0	$0				
		$0	$0	$0	$0				
		$0	$0	$0	$0				
		$0	$0	$0	$0				
		$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 NON-CONTINGENCY	**$0**	**$0**	**$0**	**$0**				
	GOAL ACHIEVEMENT		#DIV/0!	#DIV/0!	#DIV/0!				

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SAMPLE PROGRAM COMPLIANCE LANGUAGE: PROFESSIONAL SERVICES

For Alameda CTC-funded projects subject to the Local Business Contract Equity (LBCE) Program

Note to Sponsor Agency: Your legal counsel may review and approve all procurement documents before issuance. This language shall be included in all contracts and solicitations for professional services which are subject to the LBCE Program. Please confer with Alameda CTC prior to modifying any of this language to fit your particular requirements and project.

TABLE OF CONTENTS

I. Procurement Document 2
A. Local Business Contract Equity Program Requirements *2*
B. Proposal and Interview Evaluation Criteria *2*
II. Contract Document 3
A. ALAMEDA CTC Local Business Contract Equity Program *3*

Docusign Envelope ID: 4996BADC-17D8-4E1D-A07D-727C95D7A133

I. PROCUREMENT DOCUMENT

A. Local Business Contract Equity Program Requirements

(Sponsor Agency to check either the first or second box below; check the first box for contracts over $75,000, check the second box for contracts between $25,000 and $75,000. See LBCE Program Section II.A, "LBE, SLBE, and VSLBE Goals and Participation" for details.)

This contract will be funded in whole or in part by Alameda CTC VRF, Measure B and/or Measure BB funds, or such funds in combination with other local funds. Consequently, Alameda CTC's Local Business Contract Equity (LBCE) Program will apply. The LBCE Program establishes goals for the award of professional service contracts to firms located within Alameda County. For professional services under this contract, the LBCE Program requires the following goal(s):

☐ Local Business Enterprise (LBE) goal of 70.0% and a Small Local Business Enterprise (SLBE) goal of 30.0%

☐ Very Small Local Business Enterprise (VSLBE) goal of 30.0%

The percentage of participation toward each goal shall be rounded to the nearest tenth of a percent (i.e., 69.9% does not round for the LBE goal of 70.0% and 29.9% does not round up for the SLBE goal of 30.0%). LBE, SLBE, and VSLBE firm participation will count toward the LBE goal. SLBE and VSLBE firm participation will count toward the SLBE goal.

Further details regarding the LBCE Program, including requirements and forms, can be found on the Alameda CTC website at https://www.alamedactc.org/get-involved/contract-equity/, along with a list of all currently certified LBE, SLBE, and VSLBE firms. It is the responsibility of firms which to have participation counted toward the LBCE Program goals to ensure that they are appropriately certified by Alameda CTC on a timely basis. All firms utilized to meet an LBE, SLBE, and/or VLSBE goal must be certified by Alameda CTC by the time of proposal submission, and proof of certification must be submitted with the proposal. Applications for LBE, SLBE, and/or VLSBE certification will not be accepted with the proposal. The prime contractor will be required to report LBE, SLBE, and VSLBE utilization with each invoice submitted for payment.

For assistance or questions related to Alameda CTC LBCE Program, including LBE, SLBE, and VSLBE certifications, please contact Alameda CTC:

Certification Team
(510) 208-7460
certification@alamedactc.org

B. Proposal and Interview Evaluation Criteria

(Sponsor Agency to include either a. or b. below and delete the other. See LBCE Program Section II.A, Paragraph 2, Applicable Credits for Contract Award.)

(Option a. – Use for contracts over $75,000)

a. Ability to Meet or Exceed Applicable LBE and SLBE Goals.

This procurement and the resulting contract are subject to the LBCE Program established by Alameda CTC. The percentage of participation toward each goal shall be based on the cost proposal and rounded to the nearest tenth of a percent (e.g., 29.9% does not round up for the SLBE goal of 30.0%), excluding costs for any optional task(s) and/or phase(s). Each proposer shall receive 5% of total scoring points for each goal achieved, for a maximum total of 10% of total scoring points. Points for this criterion are not prorated and shall be awarded on a pass/fail basis.

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Proposer may reference Form B4: LBCE Participation from Alameda CTC Cost Proposal Form B; the other sheets within the workbook may be disregarded. Alameda CTC Cost Proposal Form B is available on the Alameda CTC website at https://www.alamedactc.org/get-involved/contracting-forms and is incorporated herein as if attached.

(Option b. – Use for contracts between $25,000 and $75,000)

b. Ability to Meet or Exceed Applicable VSLBE Goal.

This procurement and the resulting contract are subject to the LBCE Program established by Alameda CTC. The percentage of participation toward the goal shall be based on the cost proposal and rounded to the nearest tenth of a percent (e.g., 29.9% does not round up for the SLBE goal of 30.0%), excluding costs for any optional task(s) and/or phase(s). Each proposer shall receive 20% of total scoring points for meeting the goal. Points for this criterion are not prorated and shall be awarded on a pass/fail basis.

II. CONTRACT DOCUMENT

A. ALAMEDA CTC Local Business Contract Equity Program

1. CONSULTANT shall comply with all applicable provisions of Alameda County Transportation Commission's (ALAMEDA CTC's) Local Business Contract Equity (LBCE) Program, incorporated herein by reference as if attached hereto. [AGENCY] shall provide a copy of the LBCE PROGRAM to CONSULTANT upon request.

2. If the CONSULTANT or any subconsultant is a Local Business Enterprise ("LBE"), Small Local Business Enterprise ("SLBE"), and/or Very Small Local Business Enterprise ("VSLBE") firm, the certificate for that firm shall be attached to this AGREEMENT.

3. No substitution of a listed LBE, SLBE, or VSLBE subconsultant on a contract can be made without the prior written approval of [AGENCY] with agreement of ALAMEDA CTC, or by [AGENCY] with written consent from ALAMEDA CTC. If an LBE, SLBE, or VSLBE subconsultant is unable to perform successfully, the [AGENCY] or CONSULTANT shall submit a written request to ALAMEDA CTC for approval to replace such subconsultant. CONSULTANT must make good faith efforts to replace such LBE, SLBE, or VSLBE with another firm that shall count toward the same participation (e.g., an LBE firm may be substituted by an LBE, SLBE or VSLBE). ALAMEDA CTC may investigate the circumstances surrounding the substitution request.

4. CONSULTANT shall be paid within thirty (30) calendar days of submitting a valid and complete invoice with all required supporting documentation. Accompanying the request for payment, a CONSULTANT will submit a Payment Request Form summarizing payments due. When paying CONSULTANT, [AGENCY] will include a Payment Request Form that reflects all approved items. CONSULTANT shall include an exact copy of this Payment Request Form with each payment to subconsultants.

5. CONSULTANT agrees to include any subconsultant's acceptable invoices with each Payment Request Form that it submits to [AGENCY] no later than thirty (30) calendar days after receipt of such invoice from the subconsultant.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.8**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the City Manager to execute a Memorandum of Agreement with the East Bay Regional Park District for the interim and long-term land management and monitoring of the 211-acre Doolan Canyon Conservation Easement Project that provides wildlife habitat mitigation for the El Charro Specific Plan Development, Isabel Interchange Project, and the Livermore Toyota Dealership Development Project.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a Memorandum of Agreement with the East Bay Regional Park District for the interim and long-term land management and monitoring of 211-acre Doolan Canyon Conservation Easement Project.

DECISION TYPE

Administrative

SUMMARY

This Memorandum of Agreement with the East Bay Regional Park District is for interim and long-term management of the Doolan Canyon Conservation Easement Project. The proposed 211-acre off-site mitigation conservation easement area in Doolan Canyon is compensatory mitigation for environmental impacts to the California red-legged frog, California tiger salamander, San Joaquin kit fox, and burrowing owl related to the El Charro Specific Plan Development Project TI200720 (150.2 acres), the Isabel Avenue (State Route 84) / Interstate-580 Interchange and State Route 84 Corridor Improvements Project (City Project TI199238, State Project No. EA 0171300, Federal Project No. RPSTPL-5053-009) (52.2 acres), and the Livermore Toyota Dealership Development Project (8.5 acres). This Memorandum of Agreement supersedes prior Memorandums of Agreements for these projects, updates interim and long-term funding amounts, and establishes the Tri-Valley Conservancy as the qualified entity approved to hold the easement. The City's main obligation is to provide approximately $420,000 in additional funding for the El Charro Specific Plan Development Project. No additional funding is required for the Isabel Interchange Project or the Livermore Toyota Dealership Project.

DISCUSSION

The City partnered with the East Bay Regional Park District (EBRPD) in 2010 and funded the acquisition of a 640-acre property in the Doolan Canyon Regional Preserve area. This property is owned by EBRPD and is located 3 miles north of I-580 at the end of Doolan Road and straddles Alameda and Contra Costa Counties as depicted in Attachment 1. The two northern parcels (APN 905-0004-001 and 205-060-003-6) are in Contra Costa County and contain an existing access road to the proposed 211-acre Doolan Canyon Conservation Easement area on a third main parcel (APN 006-230-003-3) inside Alameda County jurisdiction, as shown in Attachment 2.

The Doolan Canyon Conservation Easement area mitigates environmental impacts to habitat for threatened and endangered species from the El Charro Specific Plan Development Project TI200720, the Isabel Avenue (State Route 84) / Interstate-580 Interchange and State Route 84 Corridor Improvements Project, and the Toyota Dealership Development Project. This area provides compensatory habitat for California red-legged frog, California tiger salamander, San Joaquin kit fox, and burrowing owl.

Between 2009 and 2012, the City entered into individual Memorandums of Agreements with EBRPD for the three projects. These original agreements memorialized the rights and obligations of the parties regarding the terms and conditions for mitigation of biological resource impacts resulting from the projects. This revised Memorandum of Agreement (MOA) revises and modifies the original agreements to further define the conservation easement holder, the endowment holder as well as the processes associated with funding the long-term management of the Conservation Easement. This MOA supersedes the original agreements.

Key points in this MOA are listed below:

- Tri-Valley Conservancy shall be the qualified entity to hold the Conservation Easement. Both the U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife approved Tri-Valley Conservancy as the easement holder.
- U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife shall be named in the Conservation Easement as third-party beneficiaries.
- EBRPD shall be responsible for the management, monitoring, and reporting requirements for the Conservation Easement.
- The City of Livermore shall fund the maintenance of the Conservation Easement by making endowment payments that cover all future maintenance. The City provided initial endowment payments. The original agreements estimated that an additional payment of $250,000 would be necessary for the El Charro Development Project. Based on updated cost estimates this additional payment of $250,000 has increased by $170,000 to a total of $420,000 for the El Charro Development Project.
- Initial endowment payments by the City of Livermore for maintenance of the Isabel Interchange and Toyota Dealership Conservation Easement areas are adequate to cover future maintenance costs. No additional payments for these two projects are required.

FISCAL AND ADMINISTRATIVE IMPACTS

This Memorandum of Agreement EBRPD requires the City of Livermore to make an additional payment of $420,000 for maintenance activities associated with the Conservation Easement Area for the El Charro Development Project. Funding for this additional payment is included in the 2025-2030 Capital

Improvement Plan budget for El Charro Specific Plan Infrastructure Project TI200720. The payment will be made with CIP Reserves- Government Fund 101 in Fiscal Year 2025-26.

COMMUNITY PILLAR

3: Environmental Stewardship

GOAL

3: Help the City fulfill its obligations under state and federal environmental regulations, and in response to regulatory oversight.

ATTACHMENTS

1. Project Location
2. Conservation Easement Boundary
3. Filed Record of Survey RS3815
4. Resolution
5. Exhibit A - EBRPD MOA Doolan Canyon

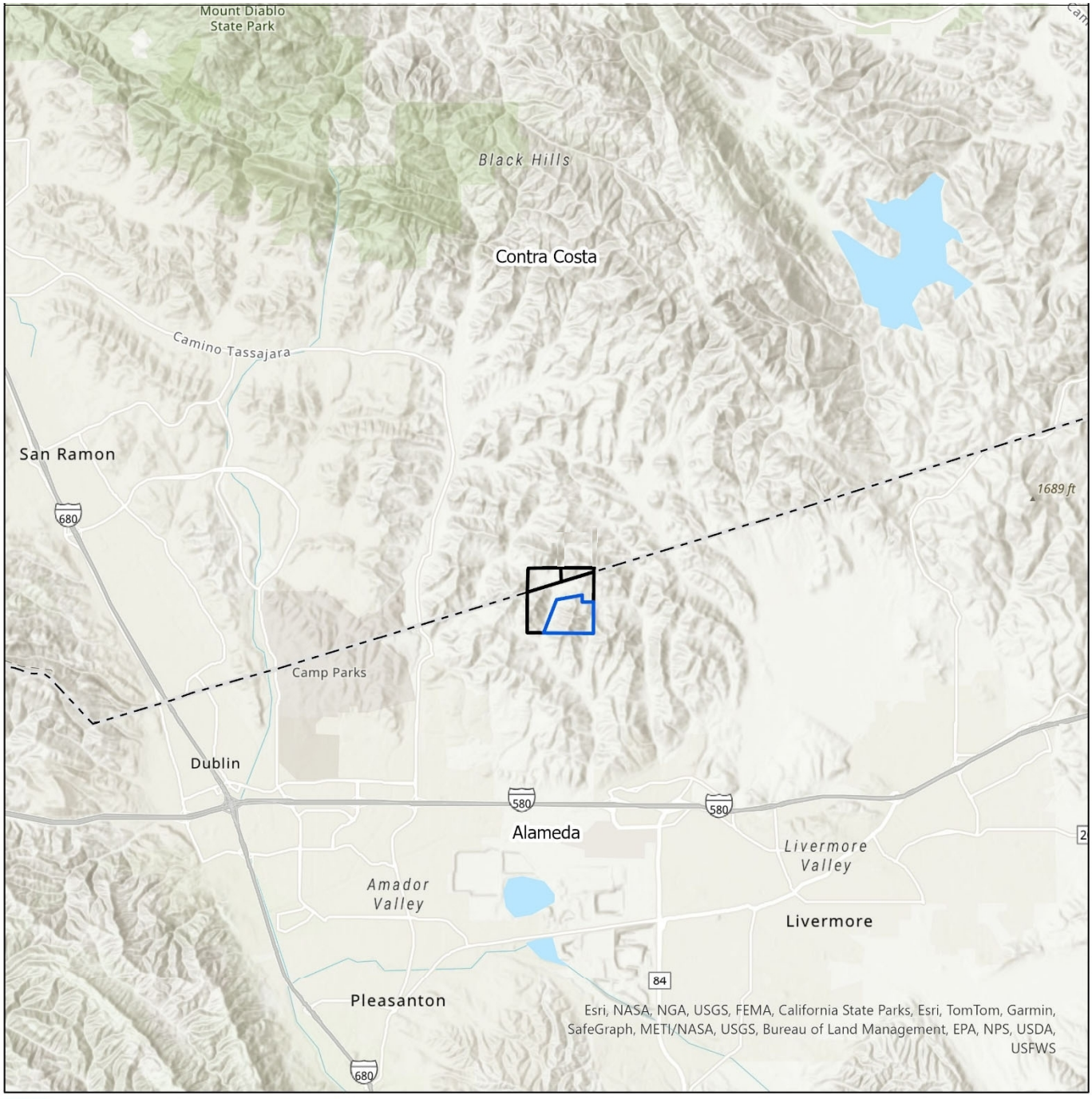
Prepared by: Roberto Escobar
Senior Civil Engineer

Approved by:

Marianna A. Burch
City Manager

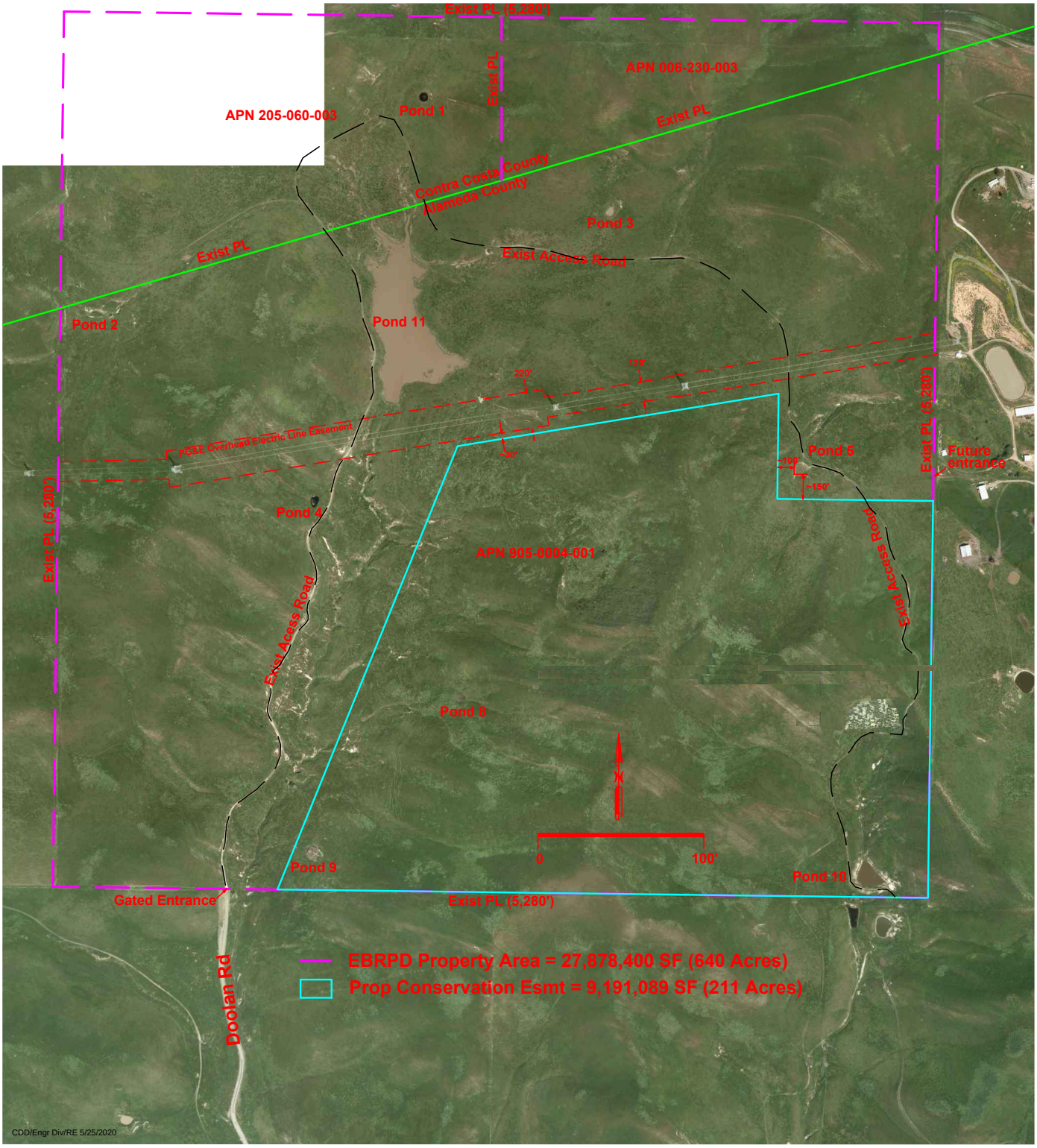
Fiscal Review by:

Tina Olson
Administrative Services Director



Easement Area Boundary
Doolan Canyon Preserve Parcels
Alameda / Contra Costa County Boundary

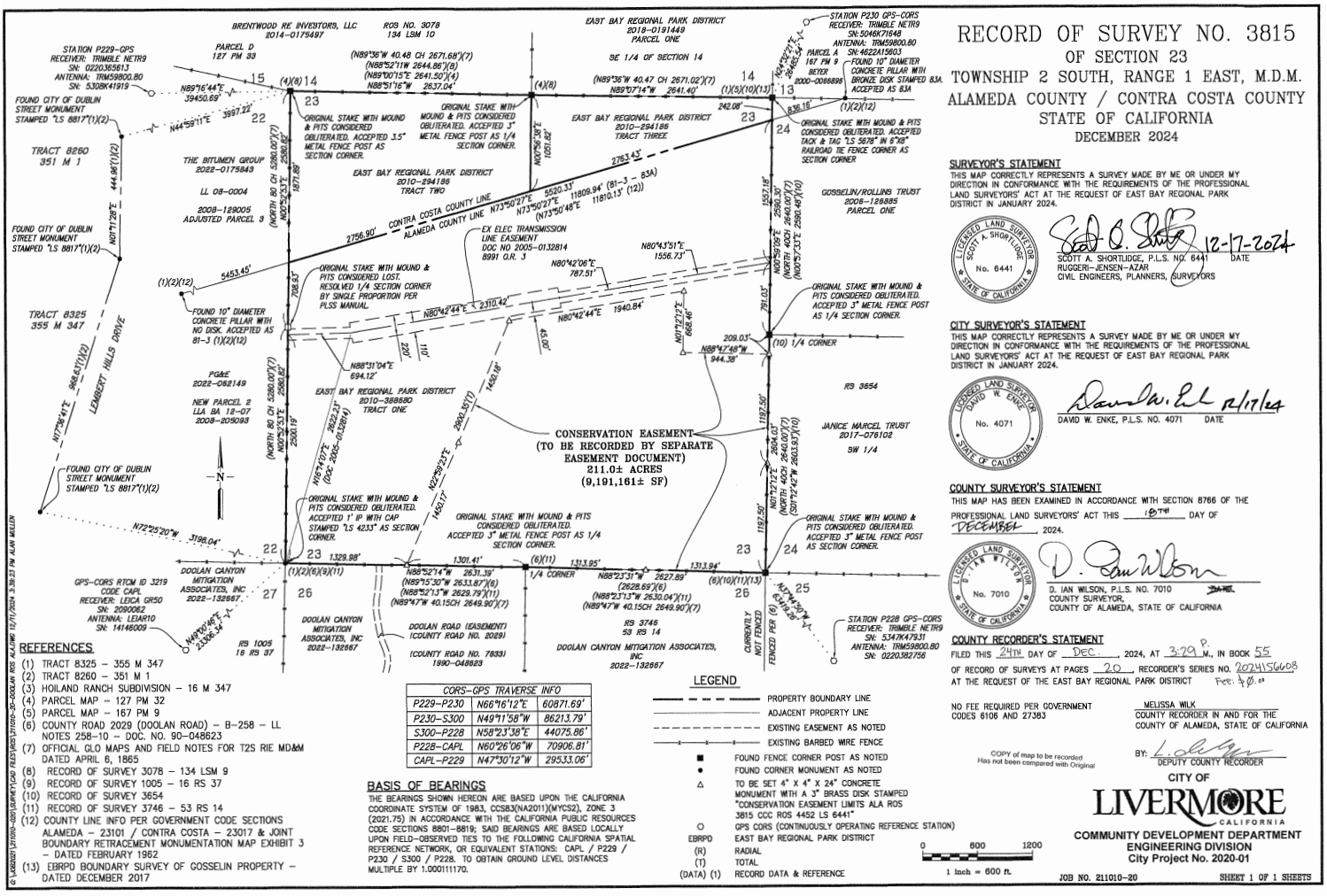
Project Location



211-Acre Doolan Canyon Off-Site Mitigation Conservation Easement Participation

150 Acres El Charro Specific Plan Development
52 Acres Isabel Ave(SR 84)/I-580 Interchange Improvements, CIP 199238
8.3 Acres Toyota Dealership Development
0.7 Acre Existing Ponds

Doolan Canyon Conservation Easement Boundary



East Bay Regional Park District Property Record of Survey No. 3815

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE EAST BAY REGIONAL PARK DISTRICT FOR THE INTERIM AND LONG-TERM LAND MANAGEMENT AND MONITORING OF THE 211-ACRE DOOLAN CANYON CONSERVATION EASEMENT PROJECT THAT PROVIDES WILDLIFE HABITAT MITIGATION FOR THE EL CHARRO SPECIFIC PLAN DEVELOPMENT, ISABEL INTERCHANGE PROJECT, AND THE LIVERMORE TOYOTA DEALERSHIP DEVELOPMENT PROJECT

The City of Livermore partnered with the East Bay Regional Park District (EBRPD) in 2010 and funded the acquisition of a 640-acre property in the Doolan Canyon Regional Preserve area. This property is owned by EBRPD and is located 3 miles north of I-580 at the end of Doolan Road and straddles Alameda and Contra Costa Counties. The two northern parcels (APN 905-0004-001 and 205-060-003-6) are in Contra Costa County and contain the existing access road to the proposed 211-acre Doolan Canyon Conservation Easement area on a third main parcel (APN 006-230-003-3) inside Alameda County jurisdiction.

The Doolan Canyon Conservation Easement area mitigates environmental impacts to habitat for threatened and endangered species from the El Charro Specific Plan Development Project TI200720, the Isabel Avenue (State Route 84) / Interstate-580 Interchange and State Route 84 Corridor Improvements Project, City Project TI199238, State Project No. EA0171300, Federal No. RPSTPL-5053(009), and the Toyota Dealership Development Project. This area provides compensatory habitat for California red-legged frog, California tiger salamander, San Joaquin kit fox and Burrowing owl.

Between 2009 and 2012, the City entered into individual Memorandums of Agreements with EBRPD for the three projects. These original agreements memorialized the rights and obligations of the parties regarding the terms and conditions for mitigation of biological resource impacts resulting from the projects. This revised Memorandum of Agreement (MOA) revises and modifies the original agreements to further define the conservation easement holder, the endowment holder as well as the processes associated with funding the long-term management of the Conservation Easement. This MOA supersedes the original agreements.

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 Memorandum of Agreement with the East Bay Regional Park District, for the interim and long-term land management and monitoring of the 211-acre Doolan Canyon Conservation Easement Project.

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 September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Acting City Attorney

Exhibit A – EBRPD MOA Doolan Canyon

MEMORANDUM OF AGREEMENT
BETWEEN CITY OF LIVERMORE AND EAST BAY REGIONAL PARK DISTRICT
FOR
THE DOOLAN CANYON CONSERVATION EASEMENT PROJECT

This MEMORANDUM OF AGREEMENT, defined below, dated as of the ___ day of _____, 2025 ("this MOA"), is entered into by the City of Livermore, a Municipal Corporation ("Livermore") and the East Bay Regional Park District, a California Special District, ("District"), together the "Parties".

SECTION I - RECITALS

A. Whereas, by various permits issued to Livermore between 2007 and 2009 by regulatory agencies including the U.S. Fish and Wildlife Service ("Service") and the California Department of Fish and Wildlife ("Department"), Livermore completed the following three projects: (1) The El Charro Specific Plan Area Project, (2) the U.S. I-580/Isabel Avenue Interchange Project, CIP 199238, and (3) the Livermore Toyota Dealership Project, combined the "Projects".

B. Whereas, the District acquires and manages open space and wildlife habitat in Eastern Alameda County;

C. Whereas, the Service, Department, Livermore and District agreed that in order to mitigate the impact from the Projects on California tiger salamander and California red-legged frog upland habitat, San Joaquin kit fox habitat, and burrowing owl habitat, the District would, with funding support from Livermore, acquire the approximately 520-acre Schmitz property, known as Alameda County Assessor's Parcel Number 905-0004-001-00 and Contra Costa County Assessor's Parcel Numbers 205-060-003 and 006-230-003, hereinafter "the Property", and place a conservation easement on the necessary portion of that property, to create a protected landscape that is now a part of the District's planned Doolan Canyon Regional Preserve.

D. Whereas, the District acquired the Property, and the District and Livermore entered into three Memorandums of Agreement ("Original MOAs"). These Original MOAs were titled: (1) Memorandum of Agreement between the City of Livermore and East Bay Regional Park District for Mitigation for the El Charro Specific Plan Project, (2) Memorandum of Agreement between the City of Livermore and East Bay Regional Park District for Mitigation for the U.S. I-580/Isabel Avenue Interchange Project, and (3) Memorandum of Agreement between the City of Livermore and East Bay Regional Park District for Mitigation for the Livermore Toyota Project. These Original MOAs memorialized the rights and obligations of the Parties regarding the terms and conditions for mitigation of biological resource impacts resulting from the Projects.

E. Whereas, the following concepts were agreed to in principle by the Service, Department, District, and Livermore in the Original MOAs. These concepts will be set forth in this MOA, and in a separate agreement between Livermore, the Service and Department, if deemed necessary:

   a. The regulatory permits obtained from the Service and Department for the Projects require funding for acquisition and management of 211 acres of land containing habitat for the California red-legged frog, California tiger salamander, San Joaquin kit fox, and burrowing owl.
   b. A conservation easement ("Easement") totaling 211 acres shall be recorded in favor of an entity qualified to hold conservation easements, subject to approval by the Service, Department, Livermore and District. The Service and Department shall be named in the Easement as third-party beneficiaries.
   c. Preparation of a Long-Term Management Plan ("LTMP") by Livermore and approval of the LTMP by the Service, Department, and District shall be completed defining long-term management requirements for the Easement.
   d. Livermore will fund an Interim Management Fund for the Easement to be held by the District, or other Department and/or Service approved entity, which provides funds for interim management and monitoring activities for a minimum of three years, or longer if necessary to meet success criteria. If Department success criteria as defined in the LTMP are not met within the initial 3-year period, Livermore will contribute additional funding until success criteria are achieved. Financial assurances for the Interim Management Fund shall be approved by the Service, Department, and District.
   e. A long-term land management and monitoring non-wasting endowment fund ("Endowment") shall be established by Livermore for the Easement which provides for perpetual management, maintenance, monitoring and other activities defined in the LTMP. Financial assurances for the Endowment shall be approved by the Service, Department, and District.

F. Whereas, this MOA seeks to revise and modify the Original MOAs to further define the conservation easement holder, the endowment holder as well as the processes associated with funding the long-term management of the Easement. This MOA will supersede the Original MOAs, and no party will be held to any agreement in the Original MOAs that is not included in this MOA.

SECTION II - AGREEMENT

Now, therefore, Livermore and District agree that the aforementioned recitals are true and correct, and further agree as follows:

1. Conservation Easement.
   a. 211 acres identified and agreed to by the Parties shall be subject to the Easement and held by a qualified entity approved by the Service, Department, and District.

b. Livermore has worked with the Service, Department, and the District to seek approval for the Tri-Valley Conservancy ("TVC") to serve as the qualified entity approved to hold the Easement.
c. The Department provided to TVC written approval of TVC as the easement holder on February 15, 2022.
d. The Service provided to Livermore written approval of TVC as the easement holder on March 20, 2024.
e. Livermore agrees that it will bear any costs related to formation, implementation, and ongoing administration of the Easement, including, but not limited to, the cost of any reports, studies or investigations required by Service and/or Department.
f. The Service and Department shall be named in the Easement as third-party beneficiaries.
g. The District will be responsible for management, monitoring, and reporting of LTMP requirements of the Easement upon: (1) written approval by the Service and Department of the LTMP, (2) funding of the Interim Management Fund and Endowment and (3) complete filing of the Conservation Easement Deed.
h. TVC will be responsible for conservation easement oversight monitoring as the Service and Department approved easement holder.
i. As part of the mitigation for the U.S. I-580/Isabel Avenue Interchange Project, an offsite mitigation wetland was constructed in 2018 on the Property. Livermore has been responsible for the monitoring and maintenance of the wetland and ensuring that the wetland achieved success criteria. As of 2023, the wetland has failed to meet success criteria, and Livermore has abandoned the offsite mitigation wetland and will construct a new one elsewhere. The District takes no responsibility for the success of the wetland constructed on the Property or any new wetlands to be constructed elsewhere, and is free to remove exclusion fencing or take other actions as recommended by the District's Stewardship department and Park Staff.

2. Funding. The Interim Management Fund and Endowment are funded by the City of Livermore from development fees and other local sources. The funding each project contributes has been calculated based on the amount of acreage to be applied. A Property Assessment Record (PAR) has been prepared to determine the average annual costs to manage and monitor the Easement, and ensure every task in the LTMP is funded. The final amount each project will contribute towards the Interim Management Fund and Endowment will be identified in separate funding agreements to be entered between the District, Livermore, and TVC.

a. The El Charro Specific Plan Project Endowment Contribution was originally memorialized in the Memorandum Of Agreement regarding the El Charro Specific Plan Project dated July 24, 2009, per the conditions defined in *Section II, Subsection 3. Endowment*.
    i. Per Subparagraph a., Livermore was required to deposit $500,000 into an interest-bearing escrow account in favor of the District or another

entity approved by the Service to hold a perpetual land management endowment, as financial assurance for the eventual establishment of an endowment should acquisition of the Property be completed.

ii. Per Subparagraph b., Livermore executed escrow instructions to permit the District to use Livermore's $500,000 deposit, made on March 16, 2012 for the establishment of a perpetual property management endowment. The District continues to hold these funds in an interest-bearing, non-wasting Permanent Fund for the purpose of funding long-term land management costs associated with mitigation for project impacts.

iii. Per Subparagraph c., Livermore and the District have worked in good faith and determined that additional funding beyond the estimated maximum contribution of $750,000 is required to fully fund the El Charro Specific Plan Project Endowment contribution.

iv. Livermore shall contribute additional payment up to a maximum contribution of $920,000 towards the Endowment and Interim Management Fund contribution for the participating 150 acres for the El Charro Specific Plan Project.

b. The U.S. I-580/Isabel Avenue Interchange Project Endowment Contribution was originally memorialized in the Memorandum Of Agreement regarding the U.S. I-580/Isabel Avenue Interchange Project dated July 24, 2009, per the conditions defined in *Section II, Subsection 3. Endowment.*

i. Per Subparagraph a., Livermore was required to deposit $325,000 into an interest-bearing escrow account in favor of the District or another entity approved by the Service and Department to hold a perpetual land management endowment. Livermore executed escrow instructions and deposited $325,000 into an interest-bearing escrow account on July 15, 2009, in the favor of the Department where funds have continued to be managed.

ii. Additional funding is not required for the U.S. I-580/Isabel Avenue Interchange Project Endowment and Interim Management Fund contribution for the participating 52 acres of open space and wildlife habitat land.

c. The Livermore Toyota Project Endowment Contribution was originally memorialized in the Memorandum Of Agreement dated April 9, 2012, per the conditions defined in *Section II, Subsection 2. Endowment.*

i. Per Subparagraph a, the funds needed for a perpetual land management endowment were included in the Purchase Funds provided to the District.

ii. Livermore executed escrow instructions and deposited $138,081.79 on May 25, 2012, to permit the District to use $53,950 of the Purchase Funds for the establishment of a perpetual land management endowment. The District continues to retain these funds in an interest-

bearing, non-wasting Permanent fund for the purpose of funding long-term land management costs associated with mitigation for project impacts.

iii. Additional funding is not required for the Livermore Toyota Project Endowment and Interim Management Funds contribution for the participating 8.3 acres of open space and wildlife habitat land.

d. Per approval from the Service on March 20, 2024 and the Department on March 22, 2024 that the TVC is a qualified and approved endowment holder for the long-term management of the Easement into perpetuity, the District will transfer $553,950 plus the accumulated interest from the time the District has held the funds (exact amount to be determined by withdrawal date) from the non-wasting Permanent Funds into an Endowment Fund in the favor of the Service and Department approved Endowment holder, TVC.

e. The District will invoice TVC to access the endowment funds for the management and monitoring of the property as laid out in the LTMP and the Endowment Agreement.

3. Recreation. Passive recreational uses are allowed within the Easement consistent with the Conservation Easement and LTMP.

4. Permits. Livermore shall be responsible for obtaining any local, county, state, and federal regulatory approvals and permits required under the Service-issued Biological Opinion. The District will cooperate fully with Livermore and perform any acts or execute any documents reasonably necessary to enable Livermore to do so. The District may be named as co-applicant or co-permittee as the property owner and future management agency and shall review and approve such applications prior to submittal. However, Livermore shall be solely responsible for compliance with all permit conditions. District has provided Livermore with a temporary Access License for activities related to the establishment of the Easement. TVC or its agent will be assigned access to the Easement in the Conservation Easement Deed for the construction of any necessary habitat or property improvements, subject to District's reasonable terms and conditions.

5. Notices. All written notices provided for in this MOA shall be addressed as set forth below and delivered in person or sent registered or certified mail, return receipt requested, postage prepaid. Notices shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States mail.

East Bay Regional Park District
Principal Planner
2950 Peralta Oaks Court
P.O. Box 5381
Oakland, California 94605

City of Livermore
City Engineer
1052 South Livermore Avenue
Livermore, CA 94550

6. Entire Agreement. This MOA is comprised of this MOA and the exhibits hereto. This MOA constitutes the entire Agreement between Livermore and the District. This MOA supersedes any and all other agreements, either oral or in writing, among the parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by any other party or anyone acting on behalf of any other party that is not embodied herein.

7. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the provisions of this MOA, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

8. Incorporation of Recitals. The recitals to this MOA are hereby incorporated into the terms of this MOA.

9. Elected Officials Not to Benefit. No officer of District shall be entitled to any share or part of this MOA or to any benefit that may arise from it.

10. Severability. The provisions of this MOA are severable. If any portion of this MOA is held invalid by a court of competent jurisdiction, the remainder of this MOA shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

11. Governing Law. The interpretation and enforcement of this MOA shall be governed by the laws of the State of California and venue shall be in the County of Alameda.

12. Duplicate Originals. This MOA may be executed in any number of duplicate originals. A complete original of this MOA shall be maintained in the official records of each of the Parties hereto.

13. Advice of Counsel. Each party hereto has been provided full opportunity for review of this MOA by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this MOA.

14. Compliance with Law. All activities undertaken pursuant to this MOA must be in compliance with all applicable local, state and federal laws and regulations.

15. Amendment of This MOA. All modifications, amendments or waivers of the terms of this MOA must be in writing and signed by the authorized representative of the parties.

16. Due Authorization. Livermore and District each represent and warrant that (1) the execution and delivery of this MOA has been duly authorized and approved by each with all requisite action, (2) no other authorization or approval, whether of governmental bodies or otherwise, will be necessary in order to enable it to enter into this MOA, and (3) the person executing this MOA on behalf of each party has the authority to bind that party.

17. Counterparts. This Agreement may be executed in counterparts, manually and/or electronically, and/or by fax, and/or by scan and email, and all so executed will constitute one agreement which will be binding upon all parties hereto, notwithstanding that the signatures of all parties do not appear on the same page. A facsimile signature, electronic signature, and/or scanned and emailed signature will be binding upon any party as though it were an original.

18. GOVERNING LAW; VENUE. This MOA will be governed and construed in accordance with California law. The venue of any litigation arising out of this MOA will be Alameda County.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have each executed this MOA as of the date first set forth above.

CITY OF LIVERMORE:

By: _____
Marianna A. Burch, City Manager

APPROVED AS TO FORM:

By: _____
Tara Mazzanti, Senior Assistant City Attorney

EAST BAY REGIONAL PARK DISTRICT:

By:_____
Sabrina Landreth, General Manager

APPROVED AS TO FORM:

By:_____
Jason Rosenberg, Assistant General Counsel

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.9**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolutions accepting the Altamont Landfill Open Space Committee's recommendation to expend funds consistent with the terms of the Altamont Landfill Settlement Agreement. The expenditure of funds is not a project under the California Environmental Quality Act (CEQA) Guidelines section 15378.

RECOMMENDED ACTION

Staff recommends the City Council adopt separate resolutions confirming the Altamont Landfill Open Space Committee's recommendation to authorize the following grant requests from the Altamont Landfill Settlement Agreement Open Space Account consistent with the Settlement Agreement:

1. UC Davis Road Ecology Center for $246,803 to research and develop a Payment for Ecosystem Services (PES) method and web-tool
2. California Rangeland Trust (CRT) for $790,468 to acquire a 160-acre conservation easement on the Sweet Ridge Ranch property
3. Tri-Valley Conservancy for $25,000 to conduct a conservation values study in unincorporated Alameda County bound by Greenville Road to the west, I-580 to the north, and the South Bay Aqueduct to the south and east
4. Tri-Valley Conservancy (TVC) for $500,000 to acquire in fee title of the 32-acre "Altamont Hills" Property (APN 99-5680-4)

DECISION TYPE

Administrative

SUMMARY

The City of Livermore serves as a voting member of the Altamont Landfill Open Space Committee (Committee). The City Council is responsible for confirming the recommendation of the Committee to authorize funding expenditures for open space conservation purposes.

On May 16, 2025, the Committee recommended approval of a grant application by the UC Davis Road

Ecology Center for $246,803 over a two-year period (approximately $123,402 per year) to research and develop a Payment for Ecosystem Services (PES) method and web-tool to assist with Committee decision making about land and easement acquisition (see Exhibit A to the UCD Concurrence of Funds Resolution). The expenditure would comply with the 5% annual limit for research purposes in Section 7.4.7 of the Settlement Agreement.

Further, on July 18, 2025, the Committee recommended approval of three separate grant requests:

- Grant application by the California Rangeland Trust (CRT) for $790,468 to acquire a conservation easement on the 160-acre Sweet Ridge Ranch property for the purposes of protecting native biological diversity and wildlife, significant value for visual character, and strategic value in land protection consistent with the Settlement Agreement. The land owner is a willing seller (see Exhibit A to the CRT Concurrence of Funds Resolution for Location Map).
- Grant application by Tri-Valley Conservancy (TVC) for $25,000 to support research and development of a conservation values study to evaluate appropriate land uses in an area of unincorporated Alameda County bound by Greenville Road to the west, I-580 to the north, and the South Bay Aqueduct to the south and east. The expenditure would comply with the 5% annual limit in Section 7.4.7 of the Settlement Agreement for research purposes (see Exhibit A to the TVC Concurrence of Funds Resolution for Location Map).
- Grant application by TVC for $500,000 to acquire in fee title of the 32-acre “Altamont Hills” Property (APN 99-5680-4) for the purposes of conserving an identified wildlife crossing through the Diablo Range, increasing recreational access within the existing trail system, and protecting native biological diversity and wildlife. The property contains significant value for visual character, provides strategic value in land protection, and has willing sellers (see Exhibit A to the TVC Altamont Hills Concurrence of Funds Resolution for Location Map).

Staff recommends Council confirm the recommendations of the Committee and find the funding expenditures comply with the Altamont Landfill Settlement Agreement and grant criteria established by the Committee.

DISCUSSION

Background

Altamont Landfill Settlement Agreement Open Space Account

In 1999, Alameda County, Cities of Livermore and Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, entered into a Settlement Agreement that resolved a legal challenge relating to the proposed expansion of the Altamont Landfill. Results of the Settlement Agreement include substantial reductions in the landfill expansion and waste imports, and a requirement for the operator to collect a $0.75 per ton fee for open space acquisition. The collected fees are deposited to an Open Space Account and funding is then allocated through a process established in the Settlement Agreement.

The Settlement Agreement established an Open Space Committee whose role, in part, is to recommend allocations of funding from the Open Space Account. Funding allocations are recommended by the voting members of the Open Space Committee. The City of Livermore, Alameda County, and the Sierra Club represent the voting members for the eastern acquisition priority area which receives 80 percent of

the Open Space Account money. The City of Pleasanton, Alameda County, and the Sierra Club represent the voting members for the western acquisition priority area that receives 20 percent of the Open Space Committee account money. Currently, there is $21,998,732 in the Open Space Account designated for expenditures in the eastern acquisition area and $3,366,874 in the western area (as of July 18, 2025).

Vasco Road Landfill Open Space Fund

On May 4, 2006, the Alameda County Board of Supervisors upheld a County Planning Commission approval of an amended Conditional Use Permit allowing continued landfill and recycling activities at the Vasco Road Landfill. Consistent with the language in the Altamont Settlement Agreement, the approval requires the Vasco Road Landfill operator (Republic Services, Inc.) to collect the same per-ton fees for open space, recycling/diversion education, and host community events, as the Altamont Landfill operator (Waste Management of Alameda County, Inc.). Vasco Road Landfill Conditions of Approval require the collection and expenditures from the fee accounts to be identical to the Altamont Landfill Settlement Agreement.

ANALYSIS

The Open Space Committee holds regular meetings under the terms of the Settlement Agreement. Councilmember Wang is Livermore's Open Space Committee representative. The Settlement Agreement requires the Open Space Committee to establish a priority list of future acquisition areas in Eastern Alameda County based upon the selection criteria in the Settlement Agreement:

1. Properties with significant value for preservation of native biological diversity and/or wildlife, and
2. Properties having significant value for visual character and/or non-motorized recreation.

Additional selection criteria include strategic value in land protection, additional funding sources, and willing sellers. The purchase of permanent conservation easements that are consistent with these priorities are also eligible for funding. The Committee has resources to conduct additional study and evaluation of the resources in the Settlement area furthering the purpose and intent of the Settlement Agreement.

Section 7.4.7 of the 1999 Altamont Landfill Settlement Agreement states:

"By approval of a majority of the members of the Advisory Committee, and concurrence by the County and Cities, up to five percent (5%) of the funds received in the Open Space Account in any given year may be expended for the services of independent consultants to aid the Advisory Committee in carrying out its duties to identify open space areas in need of protection and to make plans for their acquisitions, and up to two percent (2%) of the fund received in the Open Space Account any given year may be expended for costs incurred in the financial management of the account."

No funds have been expended this year for consultant services per Section 7.4.7 of the Settlement Agreement. The requested amounts are anticipated to be within the allowed range per year. The City will process and administer the UC Davis Road Ecology Center grant agreement after the funding concurrence has been made. Alameda County will process and administer the grant agreements with CRT and TVC.

The four expenditures and how each meets the Committee's Criteria for grant funding are described below:

Date of Committee approval	Applicant	Grant Amount	Project Description	Settlement Criteria Met (Acquisitions/ Consultant Services)
5/16/2025	UC Davis Road Ecology Center	$246,803	Develop a Payment for Ecosystem Services (PES) method (Phase I) and web-tool (Phase II) to assist with Committee decision-making about land and easement acquisition. Phase I would begin in October, 2025, (or whenever contracting is finalized) and conclude in September, 2026. Phase II would begin in October, 2026, and be completed by September, 2027. The research would support the goal of supporting the Committee's prioritization of lands for protection based on wildlife presence/activity, potential habitat, and habitat connectivity including across area freeways. The Committee would utilize this information, as appropriate, to support initial strategies for potential land acquisition in fee title or conservation easements.	• Identify Properties with significant value for preservation of native biological diversity and/or wildlife • Assist Committee decision making in compliance with Section 7.4.7
7/18/2025	California Rangeland Trust	$790,468	The California Rangeland Trust (CRT), a nonprofit land trust, is working in partnership with Charles and Michelle Sweet (Landowner) to place a conservation easement on Sweet Ridge Ranch (Ranch). The Ranch is a 160-acre privately-owned working cattle ranch located near the eastern border of Alameda County on the eastern slopes of the Diablo Range that provides vital foraging habitat for species such as the golden eagle and burrowing owl. A Committee grant would fund purchase of a conservation easement. Proceeds from the easement would help improve water infrastructure and ensure the Ranch remains economically feasible for the Landowners and future generations. CRT holds easements on surrounding parcels.	• Value for preservation of native biological diversity and/or wildlife • Value for visual character • Value in land protection • Willing sellers

7/18/2025	Tri-Valley Conservancy	$25,000	Tri-Valley Conservancy (TVC) has commissioned a study to evaluate conservation values in unincorporated area of Alameda County, east of Greenville Road up to the South Bay Aqueduct (SBA) between I-580 to the north and the intersection of the SBA with Greenville Road to the south. The study would review literature, aerial photo interpretation, and on-site survey to evaluate: sensitive vegetation communities; wetlands and waterways; special-status botanical occurrences and habitat; special-status wildlife occurrences and habitat; potential wildlife corridors; potential trail corridors; agricultural lands; land use designations; existing protected lands; and proposed development lands in the study area. The purpose of the study is to identify the best and most efficient use of all lands evaluated. This study is intended to provide a framework document to assist decision-makers and the public on the existing values and appropriate land uses in the area.	• Identify properties with significant value for preservation of native biological diversity and/or wildlife • Assist Committee decision making in compliance with Section 7.4.7
7/18/2025	Tri-Valley Conservancy	$500,000	TVC seeks to acquire the Altamont Hills property, a 32-acre parcel (APN 99-5680-4) in unincorporated North Livermore visible from I-580. This parcel has been identified by UC Davis's Road Ecology Center Wildlife Crossing Study as part of a unique wildlife crossing under the I-580 freeway. The property is currently unmanaged grassland with potential upland habitat for California Tiger Salamander, California Red Legged Frog, and is a critical link for species migration across the Diablo Range. The property is identified as a conservation priority within the East Alameda County Resource Conservation Study, TVC's priority conservation plan, and by the Alameda County Resource Conservation District. Additionally, this property is less than 0.2 miles from the City of Livermore, making it a key conservation priority for preserving the urban greenbelt around the city.	• Value for preservation of native biological diversity and/or wildlife • Value for visual character • Value in land protection • Additional funding source • Willing sellers

General Plan

The funding requests are consistent with the General Plan Open Space and Conservation policies that are listed below:

- Goal OSC-1: Conserve the value and function of Livermore's open space as a biological resource.
- Objective OSC-1.1: Maintain biodiversity within the Planning Area with special emphasis on species that are sensitive, rare, declining, unique, or represent valuable biological resources.
- P1.: Priority shall be given to land acquisition efforts that would result in the creation and

expansion of linkages between existing protected natural resource areas.

- P2.: The City shall support efforts to preserve and maintain Corral Hollow, important as the most northerly range of desert plants and animals, as open space.
- OSC-1.2 P1.: Habitats of rare or endangered species shall be preserved.
- OSC-1.4 P2.: The City shall encourage and cooperate with the County of Alameda to undertake a study to: (1) map the precise distribution of the rare and endangered species as to their number and sites; and (2) determine the sensitivity of these species to development, so that effective management programs can be developed.
- OSC-1.4 P.3.: The City shall encourage and cooperate with the County, EBRPD, LARPD, and other agencies and organizations to establish a program to preserve representative examples of natural and near-natural landscape communities, such as the Springtown Alkali Sink, Brushy Peak, Corral Hollow, Cedar Mountain, and Sycamore Grove.

Based on consistency with General Plan policies above, staff recommends the Council accept the Open Space Committee's proposed expenditures.

FISCAL AND ADMINISTRATIVE IMPACTS

The current balance of the Altamont Landfill Settlement Open Space Fund for the East Acquisition Priority Area is approximately $21,998,732 and current balance of the West Acquisition Priority Area is approximately $3,366,874. If the City Council accepts the Open Space Committee's recommendation, the balance for the East Acquisition Priority Area would be reduced by $1,507,910. The balance for the West Acquisition Priority Area would be reduced by $54,360. Funding the grant requests would have no impact on the City's General Fund other than the allocation of staff time to prepare this report to the City Council and administering a grant agreement with the UC Davis Road Ecology Center.

COMMUNITY PILLAR

3: Environmental Stewardship

GOAL

1: Lead efforts to implement the updated Climate Action Plan in collaboration with internal and external partners

ATTACHMENTS

1. Resolution - Concurrence of Funds UCD
2. Exhibit A - UCD Grant Application
3. Resolution - Concurrence of Funds CRT
4. Exhibit A - CRT Grant Application
5. Resolution - Concurrence of Funds TVC
6. Exhibit A - TVC Grant Application
7. Resolution - Concurrence of Funds TVC Altamont Hills
8. Exhibit A - TVC Grant Application Altamont Hills

Prepared by: Kam Purewal
Associate Planner

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE ALTAMONT LANDFILL OPEN SPACE COMMITTEE'S RECOMMENDATION TO FUND THE UNIVERSITY OF CALIFORNIA DAVIS ROAD ECOLOGY CENTER GRANT REQUEST IN THE AMOUNT OF $246,803 FOR CONSULTANT SERVICES

The City of Livermore's General Plan includes goals for long-term preservation of open space, including low-intensity agriculture, habitat protection, watershed management, and recreational uses.

In 1996, Alameda County certified an Environmental Impact Report and approved a conditional use permit for expansion of the Altamont Landfill by Waste Management of Alameda County, Inc., resulting in litigation.

In 1999, the parties to the lawsuit (i.e., Alameda County, the cities of Livermore and Pleasanton, the Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc.) entered into a settlement agreement relating to the proposed expansion of the Altamont Landfill ("Settlement Agreement").

The Settlement Agreement provides for collection of a fee allocated to an Open Space Account for expenditure on open space acquisitions in fee or permanent easement. The Settlement Agreement required Alameda County to convene an advisory committee comprised of four members (i.e., one member appointed by Alameda County, the City of Livermore, the City of Pleasanton, and the Sierra Club, respectively) ("Open Space Committee").

The Settlement Agreement permits up to five percent (5%) of funds received in the Open Space Account in any given year to be expended for the services of independent consultants to aid the Open Space Committee in carrying out its duties to identify open space areas in need of protection. The Open Space Committee has utilized the services of independent consultants to identify properties of significant value for preservation and land protection.

The Settlement Agreement assigns the Open Space Committee the responsibility to make recommendations on priority lists and allocations for the expenditure of the Open Space Account funds and then requires the County and the respective city (depending upon the acquisition area) to determine whether the Open Space Committee's recommendation is consistent with the Settlement Agreement and the Open Space Committee's priorities. The City of Livermore, Alameda County, and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the eastern acquisition priority area that receives 80% of the Open Space Account funds. The City of Pleasanton, Alameda County, and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the western acquisition priority area that receives 20% of the Open Space Account funds.

On May 16, 2025, and pursuant to Section 7.4.7 of the Settlement Agreement, the Open Space Committee considered and approved a grant request for two years from the University of California Davis Road Ecology Center to develop a Payment for Ecosystem Services (PES) method and web-tool to assist Committee's decision-making about land and easement acquisitions.

The Open Space Committee recommended expending $246,803 over the next two years from the Open Space Account and recommended the Livermore City Council and the Alameda County Board of Supervisors determine that the expenditure is consistent with the Settlement Agreement and the Open Space Committee's priorities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that, based upon its own independent review of the entire record, it hereby determines that the Open Space Committee's recommended expenditure of Open Space Account funds is not a project under the California Environmental Quality Act ("CEQA") and CEQA Guidelines section 15378 because an approval of the expenditure of funds would not approve a physical development project, would not physically change the environment, and would help preserve natural habitat. Therefore, no environmental review is required.

BE IT FURTHER RESOLVED, by the City Council of the City of Livermore that based upon its own independent review of the entire record it hereby finds the Open Space Committee's recommendation for the expenditure of $246,803 from the Open Space Account to fund the grant request by the University of California Davis Road Ecology Center to develop a Payment for Ecosystem Services (PES) method and web-tool to assist the Committee's decision-making for acquisitions and to identify open space land and easement areas in need of protection is consistent with the Livermore General Plan Open Space and Conservation policies and the acquisition priorities set forth in the Settlement Agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Molly O'Toole
Molly O'Toole
Assistant City Attorney

Exhibit A – UCD Grant Application

Ms. Elizabeth McElligott, Assistant Director,

Alameda County CommunityDevelopment Department

Attention: Altamont Landfill Open Space Committee Members

May 8, 2025

Dear Altamont Landfill Open Space Committee Members,

We hope this message finds you all well. The *UC Davis Road Ecology Center* has worked productively with the ALOSC since 2019 on ways to improve wildlife habitat and connectivity in your study area. Based on suggestions from Committee members, we would like to submit a request for fundingfor **$246,803** to develop a Payment for Ecosystem Services (PES) method (Phase I) and web-tool (Phase II) to assist with ALOSC's decision-making about land and easement acquisition. The proposed study area encompasses primarily the eastern geographic areas of ALOSC interest and secondarily a portion of the western area, as defined in Section 7.3.1 ofthe Altamont Landfill Settlement Agreement. Our timeline for Phase I will begin in October, 2025 (or whenever contracting is finalized) and conclude in September, 2026. Our timeframe for Phase II would immediately follow completion of Phase I, October, 2026, and be completed by September, 2027. The research will help meet the goal of supporting the ALOSC's *prioritization of lands for protection based on wildlife presence/activity, potential habitat, and habitat connectivity including across area freeways*. The ALOSC will utilize this information, as appropriate, to support initial strategies for potential land acquisition in fee title or conservation easement to enable native wildlife (plants and animals) survival and movement throughout the Settlement area.

Phase I: We will begin the project by communicating with landowners and landowner/resource representative organizations (e.g., Alameda County RCD, Natural Resources Conservation Service, California Rangeland Trust). We will then conduct an extensive review of the peer-reviewed and technical literature describing methods for valuing and paying for ecosystem services, focusing on wildlife habitat benefits. We will include global literature, but focus primarily on methods published in and for California. From this literature base, we will develop a model method suitable for valuing ecosystem services and paying for these services in Alameda County. There are several possible systems of analysis that we will consider. We will discuss approaches for valuation of non-market goods, such as stated preference and revealed preference methods. From the range of published

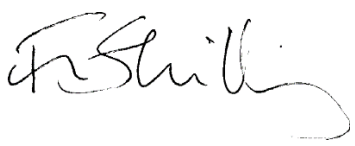
methods we identify, we will describe a method suitable for ALOSC to use in valuing wildlife-ecosystem services and thus justify paying for these services. We will vet this method with local and regional experts in valuation and payment systems for wildlife habitat and with the ALOSC and its constituent governments. We will finalize a proposed method for valuing and paying for wildlife ecosystem services.

Phase II: Following completion of Phase I, we will implement the method in the web-based spatial decision-support tool developed by UCANR for ALOSC (https://geoportal.ucanr.edu/alosac/). We will connect the method to new and existing spatial datasets used in the web-tool. For example, using previous UCD work for ALOSC, we will update assumptions made about actual and potential movement of wildlife through the settlement area, including across I-580. We will also make connections between this work and enhancement of wildlife crossing across I-580 through existing and new crossing structures. We will work with UCANR to develop an add-in to their web-tool that calculates values and payments for wildlife ecosystem services for individual parcels. We will vet draft versions of the web-tool with regional experts, including ALOSC, to make sure it is both understandable and useful to support financial decisions. Finally, we will develop a suggested workflow for parcel-specific data collection, appraisal/evaluation, calculated value/payment, mechanism for payment for wildlife ecosystem services, and mechanism for long term maintenance and monitoring.

We look forward to continuing work with the ALOSC on this vital research. We believe that this project will improve financial decisions intended to protect wildlife habitat and movement primarily through the Diablo Range and secondarily the East Bay Hills.

Thank you in advance for the opportunity to submit a Research request. We look forward to consulting regularly with the ALOSC to discuss progress andto receive feedback. A detailed Scope of Work and Budget are provided in the following section.

Sincerely,



Fraser Shilling, PhD
University of California
Road Ecology Center

EXHIBIT A

University California, Davis, & University of California, ANR, Natasha Batista (Stanford University), O'Herron & Company (Meeting Facilitators)

PROJECT BACKGROUND

The Altamont Landfill Open Space Committee (ALOSC) is interested in basing their land acquisition and/or conservation easement purchases on scientific research and findings related to the presence and movement of native wildlife (plant and animal) species throughout the Settlement area. There are several existing approaches for evaluating the contribution of environmental systems to human well-being in an economic framework. Some approaches measure the value of "ecosystem services" provided while others capture the value individuals may have for natural systems exclusive of actual use.

This information will support ALOSC decision making about lands to be acquired in fee title or permanent easement, in cooperation with private or public landowners interested in preserving all or portions of their property.

SCOPE OF WORK

Phase I

We will begin the project by communicating with landowners and landowner/resource representative organizations (e.g., Alameda County RCD, Natural Resource Conservation Service, California Rangeland Trust). We will then conduct an extensive review of the peer-reviewed and technical literature describing methods for valuing and paying for ecosystem services, focusing on wildlife habitat benefits. From this literature base, we will develop a model method suitable for valuing ecosystem services and paying for these services in Alameda County. From the range of published methods we identify, we will describe a method suitable for ALOSC to use in valuing wildlife-ecosystem services and thus justify paying for these services. We will vet this method with local and regional experts in valuation and payment systems for wildlife habitat and with ALOSC and its constituent governments. We will finalize a proposed method for valuing and paying for wildlife ecosystem services.

Task 1: Landowner and ALOSC Communication

The Team will contact select local, rural landowners and key groups representing rural lands (e.g., (e.g., ranchers attending the Conservation Easement workshops funded by the ALOSC). These contacts are not intended to be exhaustive, but instead to have conversations about the approach we are taking and the kinds of outcomes we expect. In a workshop setting, we will ask rural landowner interests about methods they have available to them (e.g., NRCS's Environmental Quality Incentives Program) and their ideas about how to make an effective payment for wildlife ecosystem services method for ALOSC.

Deliverable: Summary notes from a workshop with rural landowner interests; Identification of potential fatal flaws and good ways forward.

Task 2: Method Development

The Team will develop the scientific, legislative and logistical basis for a PES approach for ALOSC. This will include literature searches (both peer-reviewed and technical literature), developing a model approach, describing payment mechanisms, and differentiating between initial valuation and long-term maintenance costs. The model approach will be developed in spreadsheet and GIS formats so that it can be tested with example calculations. Careful notation will be made of the decisions made during development to help with review and reporting.

Deliverables: Draft method for Payment for Wildlife Ecosystem Services; Draft technical memo describing basis for approach and approach itself

Task 3: Method Vetting and Confirmation

The Team will present the method to the ALOSC and other stakeholders at one ALOSC meeting and one workshop with landowner-stakeholders. The purpose of the meeting will be to get feedback on both the basis and the outputs of the method. A final model method will be developed following this feedback and presented to the ALOSC at the end of Phase I.

Deliverables: Presentation to the ALOSC and 1 workshop; collection of feedback; final model and method and technical memo.

Phase II

Following completion of Phase I, we will implement the payment for wildlife ecosystem service method in the web-based spatial decision-support tool developed by UCANR for ALOSC (https://geoportal.ucanr.edu/alosac). We will connect the method to new and existing spatial datasets used in the web-tool. For example, using previous UCD work for ALOSC, we will update assumptions made about actual and potential movement of wildlife through the settlement area, including across I-580. We will also make connections between this work and enhancement of wildlife crossing across I-580 through existing and new crossing structures. We will work with UCANR to develop an add-in to their web-tool that calculates values and payments for wildlife ecosystem services for individual parcels. We will vett draft versions of the web-tool with regional experts, including ALOSC, to make sure it is both understandable and useful to support financial decisions. Finally, we will develop a suggested workflow for parcel-specific data collection, appraisal/evaluation, calculated value/payment, mechanism for payment for wildlife ecosystem services, and mechanism for long term maintenance and monitoring.

Task 4: Calculation of Parcel Wildlife Ecosystem Services

We will use the method developed in Phase I and the most recent, available spatial datasets representing wildlife ecosystem services to estimate parcel-specific values for these services. For example, California Department of Fish and Wildlife is currently working on a new set of wildlife habitat prediction models, due to be released sometime in the first half of 2025. These maps, combined with other wildlife data, can be used to estimate total ecosystem value per parcel.

Deliverable: Calculation of parcel values using the payment for wildlife ecosystem services method from Phase I.

Task 5: Draft and Final Deployment within Parcel Prioritization Tool

Using the information from Task 4, we will deploy the parcel-specific services and equivalent value information in the UCANR parcel prioritization tool. Once deployed, we will vet the draft tool with ALOSC and landowner-stakeholders to determine how well this information is received and ways to make it

understandable and palatable. We will use feedback to develop a final deployment of the Payment for Wildlife Ecosystem Services method in the parcel prioritization tool.

Deliverable: Deployment of draft web-tool; Presentation to ALOSC and 1 landowner workshop for feedback; Final web-deployment of the Payment for Wildlife Ecosystem Services method

Task 6: Suggested Long-Term Workflow and Implementation

In order to maintain useability of the information we develop, we will propose a workflow to keep information up to date and to help make decisions. This will include recommended frequency for updating input data, tracking use of the information to make decisions, and feedback from users about ways the system could be improved for actual decisions.

Deliverable: Long-term workflow recommendations

Quarterly Reporting

On a quarterly basis, UCD will provide remote/in-person or remote-only, respectively, oral reports to the ALOSC. These will include oral summaries of progress in carrying out each Task and will culminate in a final oral and written project report at the end of the project term.

Project Deliverables

1) (Quarterly?) Progress reports to the ALOSC after the project begins.

2) Spatial datasets corresponding to the services and payment calculations from Phases I and II.

3) A Technical Report summarizing the project. The final technical report will be presented to the ALOSC at the termination of the project.

Timeline

The Project Team will begin project research as soon as requested funds are

allocated and contractual agreements have been signed. The total project period is estimated to take place over the 24 months between October 1, 2025 and September 30, 2027. A timeline of proposed activities is shown in the table below. (Each numbered column represents a month, starting with the month the contract is finalized. Scheduled periods of activity are shown with colored shading.)

Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1																								
2																								
3																								
4																								
5																								
6																								

Phase II Budget Chart

The total amounts in each line item will be distributed in a roughly 80%:20% pattern between the eastern and western ends of the study area, respectively.

ITEM DESCRIPTION	Total ($)
UCD Project management and oversight	32,441
UCD technical analyst	99,738
Natasha Batista (Stanford)	40,000
O'Herron & Company (Meeting Facilitators)	23,600
UCANR	38,980
Travel	2,000
UCD Indirect	10,044
TOTAL	**246,803**

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE ALTAMONT LANDFILL OPEN SPACE COMMITTEE'S RECOMMENDATION TO FUND THE CALIFORNIA RANGELAND TRUST GRANT REQUEST IN THE AMOUNT OF $790,468 FOR THE PURCHASE OF A CONSERVATION EASEMENT FOR THE SWEET RIDGE RANCH (160-ACRES) IN EASTERN ALAMEDA COUNTY

The City of Livermore's General Plan includes goals for long-term preservation of open space, including low-intensity agriculture, habitat protection, watershed management, and recreational uses.

In 1996, Alameda County certified an Environmental Impact Report and approved a conditional use permit for expansion of the Altamont Landfill by Waste Management of Alameda County, Inc., resulting in litigation.

In 1999, the parties to the lawsuit (i.e., Alameda County, the cities of Livermore and Pleasanton, the Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc.) entered into a settlement agreement relating to the proposed expansion of the Altamont Landfill ("Settlement Agreement").

The Settlement Agreement provides for collection of a fee allocated to an Open Space Account for expenditure on open space acquisitions in fee or permanent easements. The Settlement Agreement required Alameda County to convene an advisory committee comprised of four members (i.e., one member appointed by Alameda County, the City of Livermore, the City of Pleasanton, and the Sierra Club, respectively) ("Open Space Committee").

The Settlement Agreement establishes criteria that limits the use of the Open Space Account to acquisitions of properties having significant value for (1) preservation of native biological diversity and/or wildlife, and/or (2) visual character, and/or non-motorized recreation. The Open Space Committee has developed and utilized additional criteria for the use of the Open Space Account, including strategic value in land protection, additional funding sources, and willing sellers.

The Settlement Agreement assigns the Open Space Committee the responsibility to make recommendations on priority lists and allocations for the expenditure of the Open Space Account funds and then requires the County and the respective city (depending upon the acquisition area) to determine whether the Open Space Committee's recommendation is consistent with the Settlement Agreement and the Open Space Committee's priorities. The City of Livermore, Alameda County, and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the eastern acquisition priority area that receives 80% of the Open Space Account funds. The City of Pleasanton, Alameda County, and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the western

acquisition priority area that receives 20% of the Open Space Account funds.

On July 18, 2025, and pursuant to Section 7.4 of the Settlement Agreement, the Open Space Committee considered a grant application from the California Rangeland Trust in the amount of $790,468 to acquire a conservation easement on the Sweet Ridge Ranch (160-acres). The Open Space Committee recommended expending $790,468 from the Open Space Account and recommended the Livermore City Council and the Alameda County Board of Supervisors determine that the expenditure is consistent with the Settlement Agreement and the Open Space Committee's priorities. The acquisition of the conservation easement will protect biological diversity and wildlife, secure value for visual character, and preserve the property as open space consistent with the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that, based upon its own independent review of the entire record, it hereby determines that the Open Space Committee's recommended expenditure of Open Space Account funds, and their expenditure for the acquisition of a conservation easement on the Sweet Ridge Ranch, is not a project under the California Environmental Quality Act ("CEQA") and CEQA Guidelines section 15378 because an approval of the expenditure of funds would not approve a physical development project, would not physically change the environment, and would help preserve natural habitat. Therefore, no environmental review is required.

BE IT FURTHER RESOLVED, by the City Council of the City of Livermore that based upon its own independent review of the entire record it hereby finds the Open Space Committee's recommendation for the expenditure of $790,468 from the Open Space Account to fund the grant request by the California Rangeland Trust to purchase a conservation easement on the Sweet Ridge Ranch is consistent with the easement or land acquisition priorities set forth in the Settlement Agreement and by the Open Space Committee.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Molly O'Toole
Molly O'Toole
Assistant City Attorney

Exhibit A – CRT Grant Application

CALIFORNIA RANGELAND Trust

SWEET RIDGE RANCH CONSERVATION EASEMENT
ALAMEDA COUNTY, CALIFORNIA
160 ± ACRES



APPLICATION FOR GRANT FUNDING
ALAMEDA COUNTY ALTAMONT LANDFILL OPEN SPACE FUND (ALOSF)

JUNE 2025

California Rangeland Trust
3900 Lennane Drive, Suite 210
Sacramento, CA 95834
(916) 444-2096
www.rangelandtrust.org

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Attachment 1. Sweet Ridge Ranch Appraisal

APPLICATION FOR GRANT FUNDING

Alameda County Altamont Landfill Open Space Fund

GRANTEE INFORMATION

Name of Applicant Requesting Funding (Project Sponsor): California Rangeland Trust

Project Manager of Contact Person: Katerina Webster

Mailing Address: [redacted]

Telephone Number: [redacted] **Fax Number:** [redacted]

Email Address: [redacted]

Is the Applicant a Non-profit or 501(c)(3) organization:

- ■ Yes
- ☐ No

Federal Tax Identification Number: [redacted]

LANDOWNER INFORMATION

Name of Landowner: Charles and Michelle Sweet

Mailing Address: [redacted]

Telephone Number: [redacted]

Email Address: [redacted]

PROJECT INFORMATION

Project Title: Sweet Ridge Ranch

Project Location: The proposed project is known as the Sweet Ridge Ranch, a 160-acre property located at 12020 Patterson Passs Rd., Livermore, CA 94550, in the unincorporated area of eastern Alameda County; approximately 3 miles from Livermore and approximately 15 miles from the city of Tracy (**Figure 1**). Full-color maps of the Ranch are provided in **Appendix A.** Representative site photographs of the Ranch are provided in **Appendix B**.

Jurisdiction in which property is located: County of Alameda; State of California

Land use designation and zoning applicable to the property: Use Code: 5500; RURAL ROPETY USED FOR AGRICULTURE AND/OR COMMERCIAL 10+ ACRE

Funding Requested: $790,468

Total Project Cost (including in-kind contributions):

1. Selling Price $590,000
2. Transaction Costs $200,468

Note: A Project Budget Worksheet can be found in **Tables 1 & 2** on pages 8 & 9 of this application.

Proposed Funding Date: June 1, 2026, ALOSF funds will be requested to an escrow account held by a title insurance company.

Estimated completion of the project: July 1, 2026

Is the property currently under a Williamson Act contract?

- ■ Yes
- ☐ No

If yes, has a notice of non-renewal been filed?

- ☐ Yes
- ■ No

If yes, when does the contract expire? N/A

Are there other easements or deed restrictions on the property (e.g. conservation easements, access roads, utility lines, pipelines, etc.)? Are other easements currently being negotiated?

- ■ Yes
- ☐ No

Who will hold fee title to the land or hold the easement? California Rangeland Trust (CRT)

Is that entity aware of this project? Yes, CRT is aware of the project.

If yes, provide name and contact information of the appropriate representative:

Katerina Webster; [redacted]

Signature of Applicant:  **Date:** 6/9/2025

PROJECT DESCRIPTION

Project Introduction

The California Rangeland Trust ('CRT'), a nonprofit public benefit land trust is working in partnership with Charles and Michelle Sweet ('Landowner') to place a conservation easement on Sweet Ridge Ranch ('Ranch'). The Sweet Ridge Ranch is a 160-acre privately-owned working cattle ranch located near the eastern border of Alameda County on the eastern slopes of the Diablo Range (**Figure 1**). Altamont Landfill Open Space Fund (ALOSF) awards are requested to fund the easement so that the establishment of a conservation easement on the Ranch is economically feasible for the Landowners.

Project Background

The Sweet Ridge Ranch lies within the Altamont Pass Wind Resource Area, historically home to over 6,000 wind turbines. Though repowering efforts have reduced turbine density, significant habitat loss and collision risks for birds of prey persist. The 160 +/- acre parcel borders multiple conservation easements and provides vital foraging habitat for species such as the golden eagle and burrowing owl. Located within the Mount Hamilton Important Bird Area **(Figure 2)**, the Ranch contributes to a critical flyway and hunting corridor for raptors and other grassland-dependent species. Conserving this parcel would add to a contiguous 683.65 +/- acre stretch of protected land, enhancing habitat connectivity and mitigating future development in a biologically sensitive region **(Figure 3)**.

In addition to its ecological value, the Ranch supports a year-round cow-calf operation and has been associated with the Sweet family for over 138 years. Charlie Sweet, the current landowner, manages not only his 160 +/- acre parcel but also adjacent family-owned properties to the north and east, as well as a lease on the neighboring ACWMA property to the west. The operation is supported by cross-fencing to prevent overgrazing and has reliable water infrastructure including two troughs, a holding tank, a well, and intermittent streams and springs. The Sweet family's longstanding commitment to conservation is reflected in the existing California Rangeland Trust easements held on surrounding parcels. Proceeds from the proposed easement would help improve water infrastructure and ensure the continued viability of this historic ranching operation for future generations.

Project Objectives

- Establish a 160 +/- acre deeded conservation easement on the Sweet Ridge Ranch
- Monitor and enforce the conservation easement in perpetuity

California Rangeland Trust (CRT) will work closely alongside the Landowner to establish a deeded conservation easement on the Ranch that will protect the open space rangeland habitat characteristics of the Ranch and species populations therein in perpetuity. These objectives will ensure that the habitat and species populations on the Ranch are permanently conserved and appropriately managed within the context of the active ranching operations.

Project Budget

According to the well-prepared appraisal from Edwards, Lien & Toso, Inc., a conservation easement on the Sweet Ridge Ranch is valued at $590,000. The certified appraisal can be found as **Attachment 1: Sweet Ridge Ranch Appraisal**. We are requesting full funding for both the transaction and conservation easement acquisition costs to help make the project financially feasible for the landowner and more appealing for implementation. Transaction costs are estimated to be approximately $200,468, representing a significant percentage of the easement value and adding a burden to the landowner. We are requesting that the transaction costs are covered as well as the cost of the conservation easement to allow the Landowners additional proceeds to reinvest into their ranching operations and improve infrastructure on the Ranch.

ALOSF grant funds are requested to close this project and establish a conservation easement on the Sweet Ridge Ranch. ALOSC funds would be used to cover all due diligence and transaction costs as well as the cost of the conservation easement. By funding these project costs associated with the establishment of the conservation easement, ALOSF would make the sale of the easement economically viable for the Landowner as well as help swiftly establish the conservation easement. Should the ALOSF award funds towards the project, said funds would be used to finance the following: Stewardship Endowment Fund, Legal Defense Fund, CRT staff and outside legal counsel time, and necessary due diligence transaction fees. A copy of this budget titled **"Table 1: Sweet Ridge Ranch Project Budget Worksheet".** A copy of a budget worksheet used to calculate the Stewardship Endowment Fund cost may be found as **"Table 2. Stewardship Endowment Fund Budget Worksheet"**.

Project Methods

The prospective easement holder, CRT, will conduct a review of the Preliminary Title Report. The terms of the easement and the monitoring protocols will be negotiated between the easement holder, Landowner, and ALOSC. The Baseline Conditions Report, Phase 1 Environmental Site Assessment, conservation easement agreement, and other documents will be prepared by the parties to the transaction or third-party experts. Once all the conditions of closing are met, a request for funds will be made. Closing on the acquisition of the conservation easement will be accomplished through escrow with a title insurance company.

ALOSC FUNDING CRITERIA

1. Significant Native Biodiversity Value

According to the California Natural Diversity Database (CNDDB data), the Ranch is within the quadrant known as "Altamont" which has been documented to support California red-legged frog (Rana draytonii – species of special concern and federally threatened), Spadefoot toad (Spea hammondii – Species of Special Concern), California tiger salamander (Ambystoma californiense – federally and state threatened), Burrowing owl (Athene cunicularia – Species of special concern and petitioned as state threatened), San Joaquin Kit Fox (Vulpes macrotis mutica – federally endangered and state threatened), Golden Eagle (Aquila chrysaetos – CDFW fully protected and watch listed). (**Figure 4**). Additionally, the proposed project is located in the East San Francisco Bay Core Area of the East San Francisco Bay Recovery Unit for California red-legged frog (Figure 5). Contra Costa and Alameda Counties contain the majority of known California red-legged frog localities within the San Francisco Bay Recovery Unit (Recovery Plan for California red-legged Frog - Page 16).

These special status and protected species as well as the natural habitats they depend on are threatened by the town of Livermore that sits just 4 miles from the Ranch. The Ranch sits on a very popular commuter corridor between the towns of Livermore and Tracy. The Landowners have observed that over the years Patterson Pass Rd. has continued to become more traveled as people commute back and forth for work and attempt to beat traffic on the popular Altamont Pass. This increase in popularity could potentially lead to Patterson Pass Rd. being eventually restructured to accommodate more traffic, encouraging more people to travel this route and open the area to potential development in the future. A conservation easement on the Ranch will expand the natural habitat continuity of these special status species, as Sweet Ridge Ranch is contiguous to the neighboring approximately 523.65 +/- acre conservation easements that sit on its northern and eastern boundaries. Additionally, the Ranch is surrounded by wind farms. Wind farms are known to disrupt the flight paths of native birds. Protecting the Ranch will prevent wind farms from being developed adjacent to existing conservation easements, thereby preserving the critical airspace that native birds rely on.

2. Significant Visual and/or Non-motorized Recreational Value

Sweet Ridge Ranch is in the scenic Patterson Pass. The beautiful rolling hills are an ideal place for bird watching and the deep valleys are an ideal place for hiking and potential camping opportunities just outside the towns of Livermore and Tracy. The establishment of the 160 +/- acre conservation easement will protect the Ranch from outdoor recreation opportunities such as these.

3. Strategic Value in Land Protection

The proposed conservation easement on Sweet Ridge Ranch will protect in perpetuity the rangeland that is relied heavily upon by multiple bird species as well as refuge for species such as the California red-legged frog and the California tiger salamander. Conserving the Ranch provides additional value by adding another 160 +/- acres to the already conserved 523.65 +/- acres of contiguous conservation easements that sit on the northern and eastern borders of the Ranch (**Figure 3)**. In addition to bordering two already established conservation easements, the Ranch is surrounded by other cattle ranches as well as multiple acres of derelict and operational wind farms. Wind farms are popular in the area due to the airflow through the hills. The Ranch is within the Altamont Pass Wind Resource Area (APWRA) which spans 50,000 acres of rolling hills that is a designated zone for wind energy production. The APWRA houses over 6,000 small wind turbines, making it one of the largest wind farms globally. Due to the Ranch being within the APWRA, the possibility of the land being purchased and developed into a wind farm is possible. The Ranch is just 1.7 miles from the former Patterson Pass Wind Farm, which has been approved for repowering, replacing outdated turbines with modern, more efficient models. Although the project was supported and approved for construction in 2014, its permits have since expired with no progress. In addition to being close to the Patterson Pass Wind Farm, the Ranch shares its northernmost border with the Golden Hills Wind Farm and Golden Hills North Wind Farm. While they are conserved, the wind farms combined operate 68 wind turbines.

Unfortunately, in the past, there has been a large, documented number of Golden Eagle deaths associated with the wind turbines within the APWRA. Due to this, there have been changes made to wind farms to protect the bird populations. Preserving and expanding turbine-free areas within the landscape greatly enhances safe flight corridors for birds and, more importantly, underscores the need for protected flyways through the Diablo Range, particularly for species that rely on the rangelands south of Altamont Pass for hunting and foraging. Additionally, the Ranch is home to special-status species that would benefit from conserving an additional 160 acres, effectively creating a continuous corridor of protected land spanning 1.5 square miles.

4. Additional Funding Sources

At this time, no additional funds have been secured for the Sweet Ridge Ranch project. We are seeking full funding through the ALOSC grant; however, if full funding is not awarded, we will explore other grant opportunities such as DOC-SALC to complete the project.

5. Willing Sellers

The Landowners, Charles and Michelle Sweet, support the project and are willing to sell a conservation easement on the 160-acre Sweet Ridge Ranch. A letter to support this has been provided by Charles and Michelle and has been included in the appendices section of the ALOSF grant application as **Appendix C**.

6. Conservation Easement Management & Monitoring

If necessary, Rangeland Trust will work with the landowner to develop a management plan that addresses the best grazing and management practices to maintain both the agricultural viability as well as the continued habitat conditions for the threatened species.

CRT monitors projects on an annual basis (unless otherwise required in accordance with easement terms) and enforces easement terms should any violation occur. To date, Rangeland Trust holds 98 easements covering over 420,000 acres of private rangeland across California. Rangeland Trust's monitoring generally falls within the following framework:

a) Rangeland Trust annually monitors all its easements and provides reports to project specific funding agencies
b) Prior to an easement purchase, Rangeland Trust determines the annual monitoring cost which is factored into a stewardship endowment value. The stewardship endowment is invested in accordance with Rangeland Trust's investment policy to generate sufficient annual interest to cover the monitoring costs.
c) A contribution to an Easement Defense Fund is required at closing to provide a reserve in the case of violation.
d) Rangeland Trust maintains an easement defense insurance through Terra Firma.
e) Easement monitoring, as described in Rangeland Trust's stewardship and monitoring policies, includes assessing changes to the easement area such as the construction of an unauthorized structures, improper grazing practices, and water resource allocation misuse.

Rangeland Trust currently employs two employees responsible for stewardship monitoring. When necessary, Rangeland Trust partners with several consultants with special expertise to implement the monitoring program, including a Certified Rangeland Manager (CRM). In addition, one member of the Board of Directors and Rangeland Trust's Stewardship Manager hold a CRM certification. They assist in the coordination of site visits and review monitoring reports for accuracy. Rangeland Trust's Stewardship and Monitoring Checklist is included in this application package as **Appendix D**.

Additionally, a copy of CRT's standard Agricultural Conservation Easement agreement can be found in the appendices section as **Appendix E**.

Table 1. Sweet Ridge Ranch Project Budget Worksheet

CE Type:		Purchase		**Sweet Ridge Ranch**	Escrow Close Date: 0-Jan-00
Estimated CE Value[1]:	$	-	($1,200.00/acre)	**158.45 Acres**	Book Close Date: 0-Jan-00
Appraised CE Value:	$	590,000.00	($3,723.57/acre)	**PROJECT BUDGET**	
				DRAFT	

(1) Estimated CE Value:
2022 Trends in Agricultural Land & Lease Values California & Nevada, California Chapter, American Society of Farm Managers & Rural Appraisers: High range of $/acre value for pasture or rangeland in Alameda County at an estimated 40% Conservation Easement Value.

As of: 05/30/25

Income	**Budget**		**Actual To Date**		**Justification/Comments**
	$ -				
	$ -				
Total Project Income	***$ -***		***$ -***		
Expenses		**Itemized Costs**		**Itemized Costs**	
Stewardship Endowment	$ 62,100.00				Estimate, updated following Baseline Report (paid in escrow)
Easement Defense	$ 10,000.00				Greater of 0.5% of easement value or $10,000 (paid in escrow)
Transaction Fee	$ 35,000.00				Greater of 2.0% of easement value or $35,000 (paid in escrow)
Conservation Services Costs:					
Application Fee		$ 500.00		$ -	
Appraisal*		$ 10,000.00		$ 5,500.00	Edwards, Lein & Toso Inc.
Baseline Report*		$ 10,000.00		$ -	Estimate
CRT Legal*		$ 15,000.00		$ -	Estimate
CRT Staff Time		$ 20,000.00		$ 4,635.00	CRT Staff Time
Phase I Assessment*		$ 5,500.00		$ -	Estimate
Mapping		$ 700.00		$ -	Estimate
Project Sign*		$ -		$ -	Estimate: 24"x36" one-sided
Title & Escrow Costs		$ 6,500.00		$ -	Estimate (paid in escrow)
Management Plan (if required)*		$ -		$ -	n/a
Mineral Remoteness (if required)*		$ 2,000.00		$ -	Estimate
A-133 Federal Audit (if required)		$ 1,500.00		$ -	Actual- if required by Federal Funds- add to Itemized
Post-Closing Costs		$ 7,500.00		$ -	Covers post-closing tasks, balance refunded to landowner
Property survey (if required)*		$ 3,000.00		$ -	Estimate
Travel & Misc. Expenses*		$ 200.00		$ -	Estimate
Subtotal Transaction Costs	*$ 82,400.00*		*$ 10,135.00*		
CRT Administration	$ 10,968.00		$ 1,320.00		24.00% of transaction costs identified by *
Total Transaction Costs	*$ 93,368.00*		*$ 11,455.00*		
Total Project Expenses	***$ 200,468.00***		***$ 11,455.00***		
Balance	**$ (200,468.00)**		**$ (11,455.00)**		

Note: CRT administration is calculated as a percent of * identified transaction costs.

1225 H Street Sacramento, California 95814-1910 Telephone 916.444.2096 Facsimile 916.329.3488 www.rangelandtrust.org

Table 2. Stewardship Endowment Fund Budget Worksheet

Sweet Ridge Ranch
158.45 Acres
STEWARDSHIP ENDOWMENT
CONFIDENTIAL
DRAFT

Original: 21-Jun-21
Revision #1: mm/dd/yy
Revision #2: mm/dd/yy
Revision #3: mm/dd/yy
Final: mm/dd/yy

		Calendar:	*2024*	*2025*	*2026*	*2027*	*2028*	*2029*	*2030*	*2031*	*2032*	*2033*		
Annual Monitoring Costs			**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**	***Total***	***Average***
Labor - Site Visit			$ 540.00	$ 540.00	$ 540.00	$ 540.00	$ 540.00	$ 540.00	$ 540.00	$ 540.00	$ 540.00	$ 540.00	***$ 5,400.00***	***$ 540.00***
Labor - CRT Stewardship Report Preparation			$ 180.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	***$ 990.00***	***$ 99.00***
Labor - Funding Agency Report Preparation			$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	***$ 900.00***	***$ 90.00***
Labor - Communication & Administration			$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	***$ 900.00***	***$ 90.00***
Labor - Management & Review			$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00	***$ 2,250.00***	***$ 225.00***
Labor - Subcontractor			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	***$ -***	***$ -***
Field Materials			$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00	***$ 200.00***	***$ 20.00***
Office Supplies, Printing			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	***$ -***	***$ -***
Mileage			$ 113.97	$ 113.97	$ 113.97	$ 113.97	$ 113.97	$ 113.97	$ 113.97	$ 113.97	$ 113.97	$ 113.97	***$ 1,139.70***	***$ 113.97***
Travel Expenses			$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00	***$ 180.00***	***$ 18.00***
Replace Project Sign			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 300.00	***$ 300.00***	***$ 30.00***
Insurance - General Liability			$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	***$ 1,500.00***	***$ 150.00***
Insurance - Terrafirma			$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	***$ 500.00***	***$ 50.00***
Subtotal Annual Monitoring Costs			*$ 1,476.97*	*$ 1,386.97*	*$ 1,386.97*	*$ 1,386.97*	*$ 1,386.97*	*$ 1,386.97*	*$ 1,386.97*	*$ 1,386.97*	*$ 1,386.97*	*$ 1,686.97*	***$ 14,259.70***	***$ 1,425.97***
Contingency Costs														
Contingency Costs	10.00%		$ 147.70	$ 138.70	$ 138.70	$ 138.70	$ 138.70	$ 138.70	$ 138.70	$ 138.70	$ 138.70	$ 168.70	***$ 1,425.97***	***$ 142.60***
Subtotal Monitoring Costs with Contingency			*$ 1,624.67*	*$ 1,525.67*	*$ 1,525.67*	*$ 1,525.67*	*$ 1,525.67*	*$ 1,525.67*	*$ 1,525.67*	*$ 1,525.67*	*$ 1,525.67*	*$ 1,855.67*	***$ 15,685.67***	***$ 1,568.57***
Administrative Costs														
General & Administrative Costs	24.00%		$ 389.92	$ 366.16	$ 366.16	$ 366.16	$ 366.16	$ 366.16	$ 366.16	$ 366.16	$ 366.16	$ 445.36	***$ 3,764.56***	***$ 376.46***
Total Costs			***$ 2,014.59***	***$ 1,891.83***	***$ 1,891.83***	***$ 1,891.83***	***$ 1,891.83***	***$ 1,891.83***	***$ 1,891.83***	***$ 1,891.83***	***$ 1,891.83***	***$ 2,301.03***	***$ 19,450.23***	***$ 1,945.02***
Endowment	***3.50%***		***$ 55,572.09***											
Three Year Start-up			***$ 5,798.24***											
Round Up to Nearest $100			***$ 29.67***											
TOTAL ENDOWMENT			***$ 61,400.00***											

Budget Assumptions and Explanation: (change gray highlighted cells)

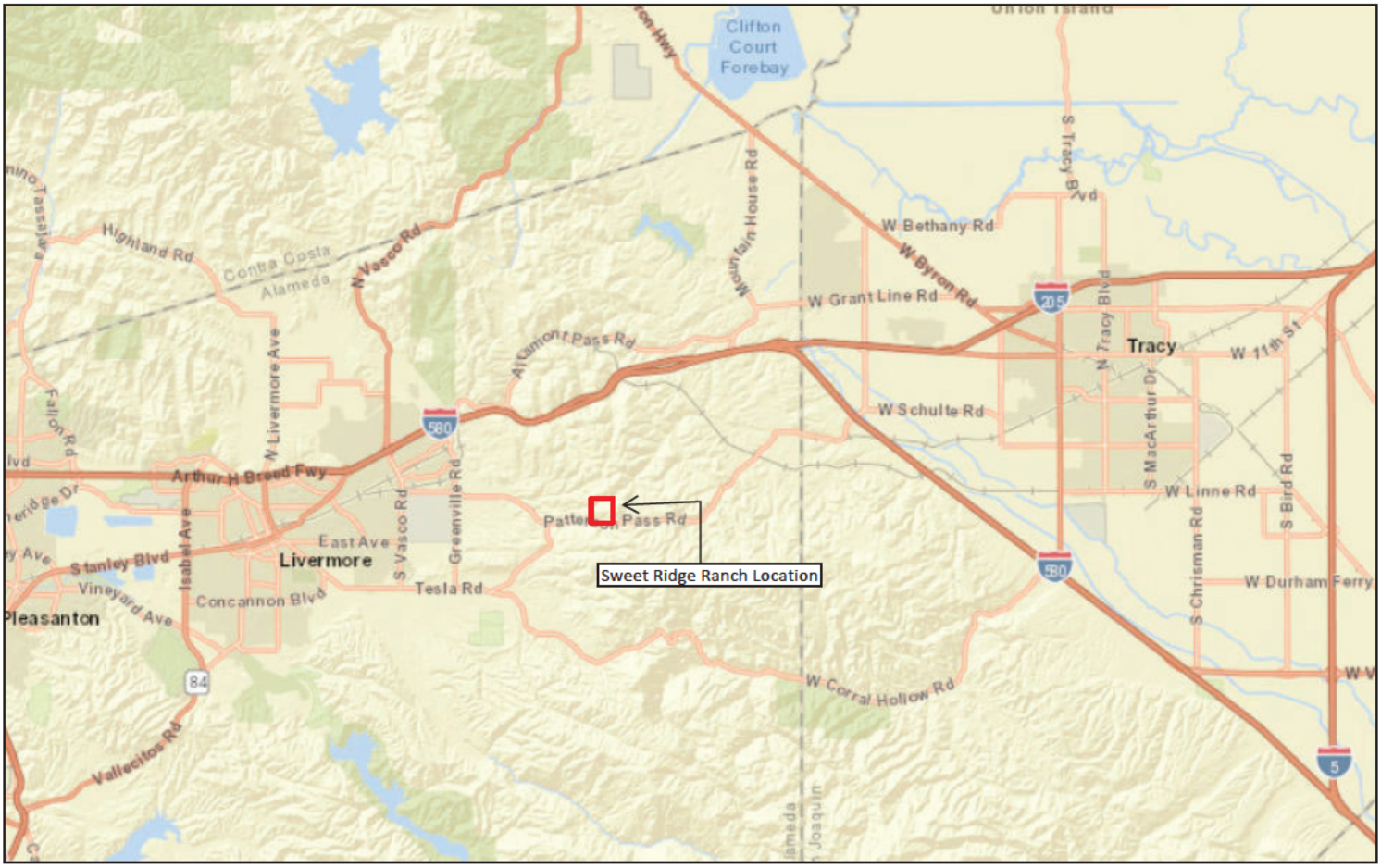
Labor – Site Visit	**Hrs Prep**	**Hrs Site Visit**	**Hrs RT Travel**	**Break Hrs**	**Total Hrs**	**$/Hr**	**Total $**	Time & rate for annual site visit, including 1.00 hour for site visit preparation, 2.00 hours for the site visit, 3.00 hours for round-trip (RT) travel and 0.00 hours for break periods during driving.
	1.00	2.00	3.00	0.00	6.00	$ 90.00	$ 540.00	
# Trips/Yr:	1				**$/Hr Overtime:**	$ 135.00	$ -	Break Period: 15 minutes Every: 2 hours
Labor – CRT Stewardship Monitoring Report Preparation	**Yr 1 Hrs**	**Yrs 2+ Hrs**			**$/Hr**	**Total $ Yr 1**	**Total $ Yrs 2+**	Time & rate to prepare annual stewardship monitoring report.
	2.00	1.00			$ 90.00	$ 180.00	$ 90.00	
Quantity:	0	0	0		1	**$/Hr**	**Total $**	Time & rate to prepare funding agency reports. No agency reports if CE is a donation. Choose the type(s) of agency report; NRCS & DOC = 1 page summary report, Pre-2008 WCB = public summary, Lazy K = summary with biology, Post-2008 WCB = complete monitoring report.
Labor - Funding Agency Report Preparation	**1 Page Report**	**Public Summary**	**Summary Report with Biology**		**Full Report**			
Hours:	0.50	2.00	4.00		1.00	$ 90.00	$ 90.00	
Labor - Communications & Administration	**Hrs**					**$/Hr**		Time & rate for emails, letters, archiving, filing, etc.
	1.00					$ 90.00	$ 90.00	
Labor - Management & Review	**Hrs Mgmt**					**$/Hr**	**Total $**	Time & rate to manage project & review stewardship monitoring and funding agency reports. Time for annual stewardship allocation & audit.
	1.00					$ 225.00	$ 225.00	
Labor - Subcontracted Specialty Labor	Yr 1: $0.00	Yr 2: $0.00	Yr 3: $0.00	Yr 4: $0.00	Yr 5: $0.00		**10-Yr Total $**	Explain scope & frequency:
	Yr 6: $0.00	Yr 7: $0.00	Yr 8: $0.00	Yr 9: $0.00	Yr 10: $0.00		$ -	
Field Materials	**Visit Yr 1**	**Visit Yrs 2+**				**Total $ Yr 1**	**Total $ Yrs 2+**	Two iPads & power bank ($8/year assuming 3-year lifespan), camera and GPS unit as backup, photo location markers, note cards and pads, maps, etc.
	$ 20.00	$ 20.00				$ 20.00	$ 20.00	
Office Supplies, Printing							**Total $**	None, electronic submission of annual monitoring report to landowner and agencies and electronic storage of report at CRT in cloud on Landscape and on server.
							$ -	
Mileage	**RT Miles**	**$/Mile**					**Total $**	Round trip (RT) mileage from CRT office to the site at the federal 2020 IRS mileage rate (https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2020).
	174	$ 0.655					$ 113.97	
Travel Expenses	Quantity:	0	1	0	0	0	**Total $**	Regional per diem (PD) components from the federal 2020 GSA PD rates for California (https://www.gsa.gov/travel/plan-book/per-diem-rates). Lodging includes hotel tax. Meal PD includes tip. Incidental = fees & tips given to porters, baggage carriers and hotel staff.
	GSA Region	**$/Breakfast**	**$/Lunch**	**$/Dinner**	**$/Incidental**	**$/Day Lodging**	$ 18.00	
	Alameda	$ 17.00	$ 18.00	$ 34.00	$ 5.00	$ 215.46		
Replace Project Sign	**Size, Type & Base**						**Total $**	ImageLOC sign; choose size, single or double sided & with or without powder coated aluminum alloy base (10-yr warranty).
	24"x36" one-sided						$ 300.00	
Insurance Costs							$ 150.00	The variable cost to add a property to our insurance policy = $150 per project.
Terrafirma							$ 50.00	The annual project premium to keep a project enrolled in the risk pool = $50.
Administrative Costs (24.00%)	The nationwide standard recommended by Center for Natural Lands Management under their system known as Property Analysis Record (PAR) is to calculate administrative costs at 24% of the annual total cost including the contingency.							
Contingency Costs (10.00%)	This includes occasional deployment of specialized expertise and other unforeseen expenses to occur approximately once every 10 – 20 years.							
Endowment (3.50%)	The endowment is calculated on the amount that an investment will yield to produce interest equal to the average cost of annual monitoring over 10 years, net of inflation (6.8% return - 3.3% inflation = 3.5%).							
Three Years Start Up	This is payment in advance for the first three years of monitoring to give the endowment a chance to generate a full year's income in these years where recent historical returns have been well below the anticipated 6.8% future return rate.							

Note: The travel expense default for a site visit that lasts less than one day is 1 lunch. The budget automatically calculates driving break periods as well as overtime when the duration of the site visit (including the site visit, round-trip diving and driving break times) exceeds 8 hours.
When overtime labor exceeds the cost of an overnight stay, the budget automatically calculates an overnight stay (meals and lodging) and no overtime hours.

APPENDIX A

Map Figures

Figure 1. Vicinity Map



5/16/2025

Sweet Ridge Ranch

World_Street_Map

1:242,673

0 1.5 3 6 mi

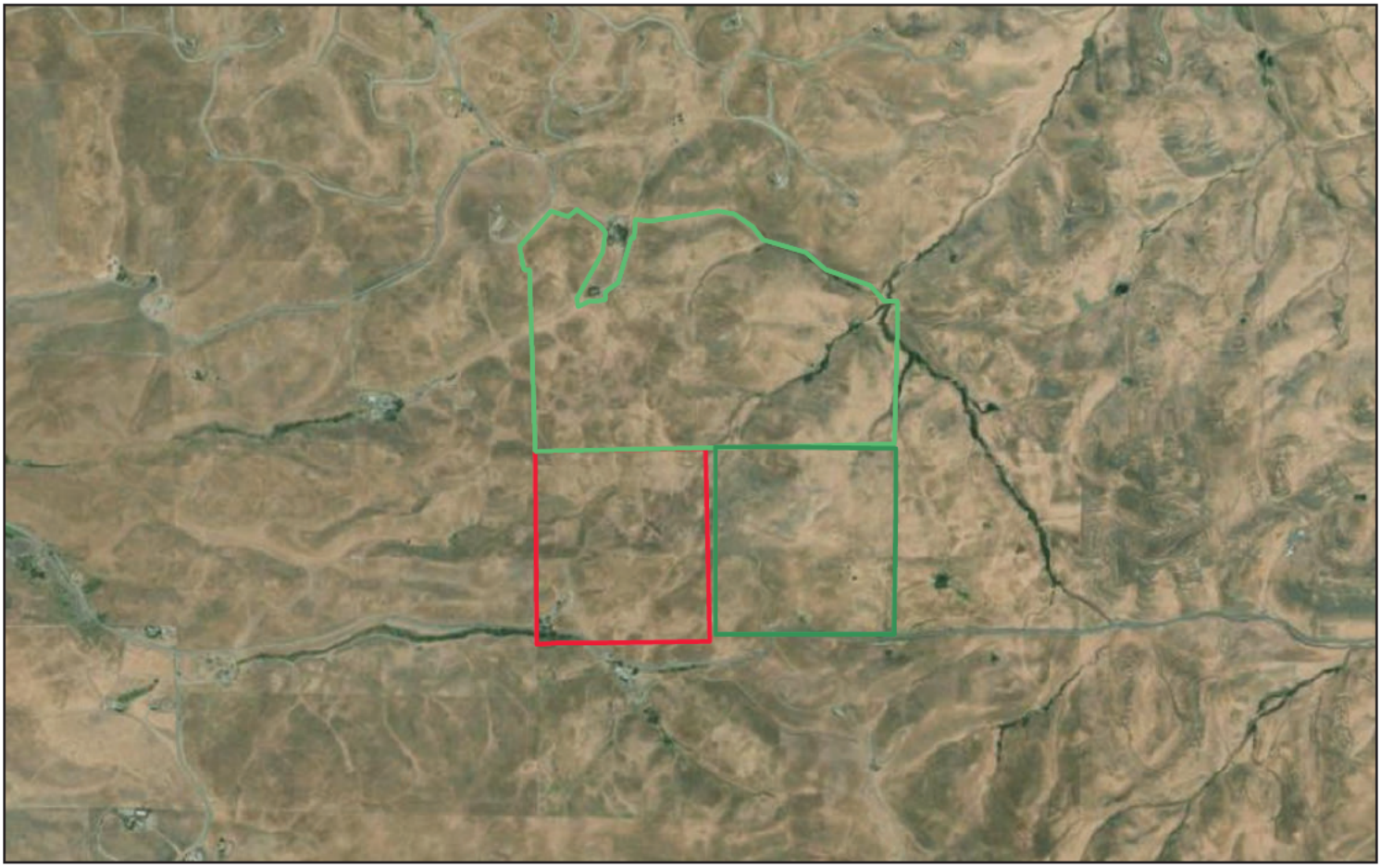
0 2.5 5 10 km

Bureau of Land Management, Esri, HERE, Garmin, NGA, USGS, NPS

Figure 2. Important Bird Areas



Figure 3. Sweet Ridge Ranch CE Proximity Map



5/21/2025

1:30,334

0 0.2 0.4 0.8 mi

0 0.33 0.65 1.3 km

Esri, HERE, Garmin, Maxar

World_Boundaries_and_Places

Golden Hills ACWMA CE

Golden Hills CE

Sweet Ridge Ranch Shapefile

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

Figure 4. California Red-Legged Frog Habitat

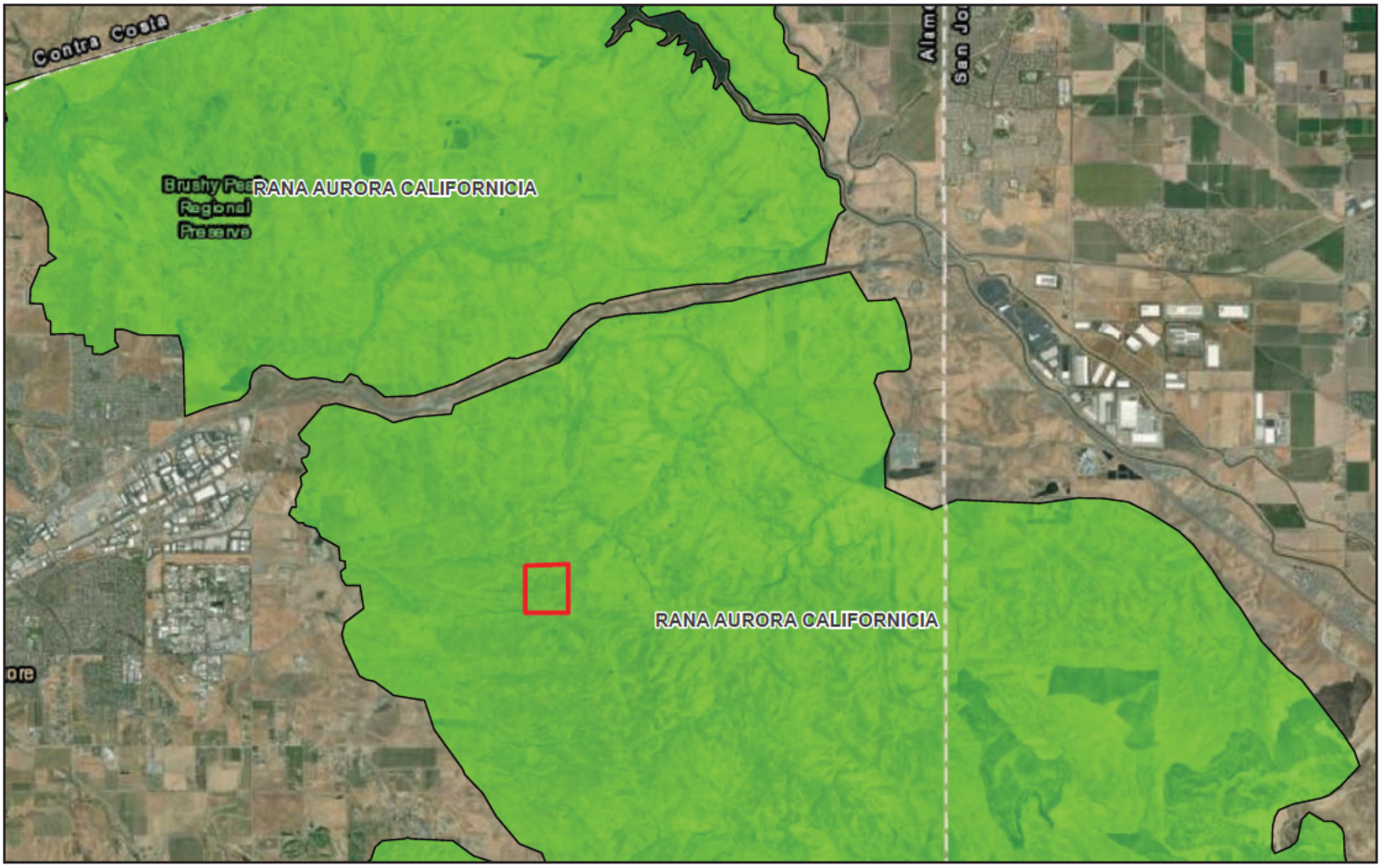


Figure 5.

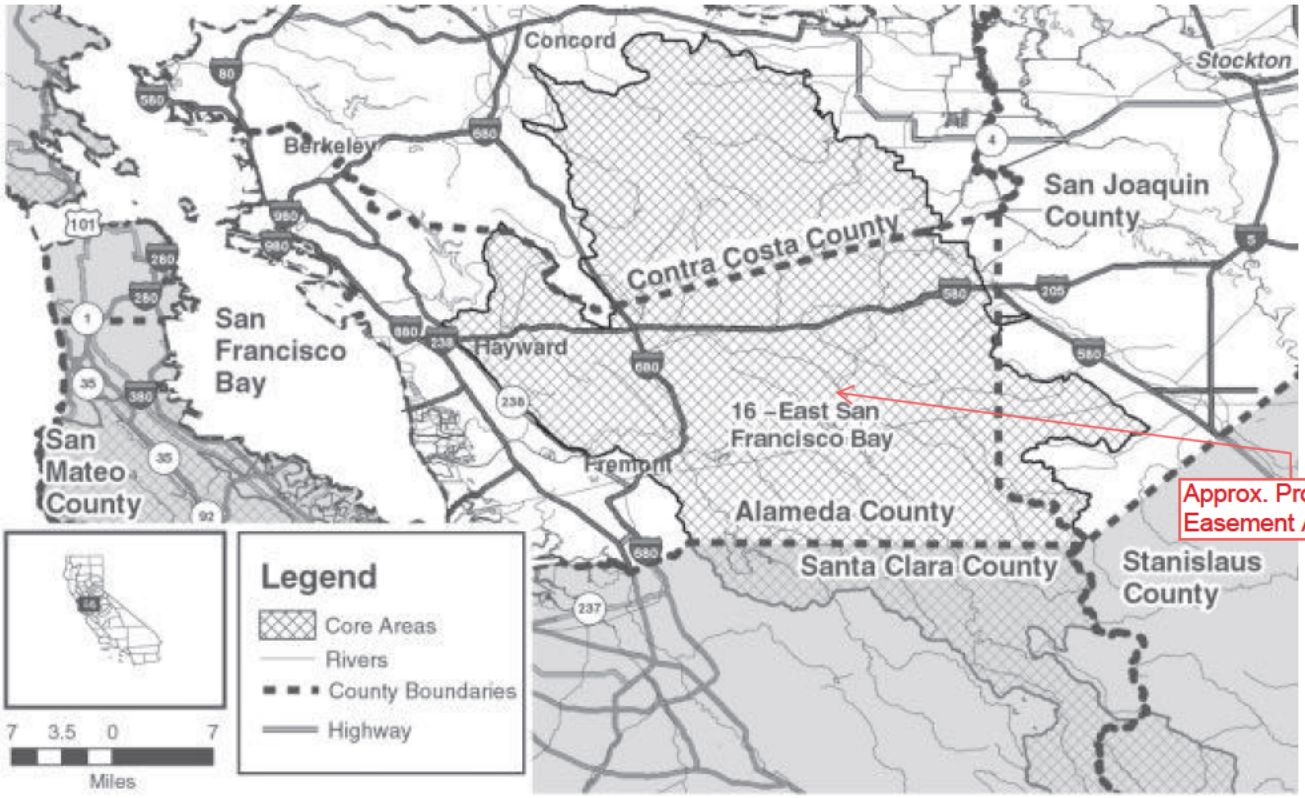


Figure 21. Map of core areas in Alameda, San Joaquin and Contra Costa Counties

Alameda County
Core Area:
East San Francisco Bay
Hydrologic Sub-Area:
Alameda Creek
East Bay Cities
North Diablo Range

Contra Costa County
Core Area:
East San Francisco Bay
Hydrologic Sub-Area:
Alameda Creek
East Bay Cities
North Diablo Range
Pittsburg
Walnut Creek

APPENDIX B

Representative Site Photographs



Entrance to Ranch from Patterson Pass Rd.



View of building envelope from top of hill and view of water holding tank



Example of water trough



View of ranch and Golden Hills in background



Road through the Ranch



View looking towards Patterson Pass Rd.

APPENDIX C

Willing Seller Letter

Docusign Envelope ID: E4E4A05A-D923-4C1F-B744-465FBDE68FA7

Re: Altamont Landfill Open Space Fund – Sweet Ridge Ranch Conservation Easement

To Whom It May Concern:

This Letter of Intent applies to the proposed purchase of an agricultural conservation easement ("Easement") on property located in Alameda County, as described below. The California Rangeland Trust ("Land Trust") and Charles and Michelle Sweet ("Landowner") have agreed that the proposed transaction be based on the following preliminary terms and conditions:

1. The property contains approximately 160 acres and consists of the following assessor's parcels (APNs): 99A-1820-1 ("Property"). Landowner represents that they are the sole owners of the Property and are fully authorized to sell and convey an Easement on the Property to Land Trust without the approval of any other party, agency, or court.

2. Landowner's pursuit of the sale of an agricultural conservation easement over the Property is voluntary.

3. The use of the Property will be restricted to agricultural and compatible conservation uses in perpetuity.

4. The Landowner and Land Trust have discussed the estimated acquisition value provided to ALOSC as the basis for the ALOSC funding request, and the landowner understands that the final easement value used to establish ALOSC's contribution to the purchase price of the easement may change upon completion of a full appraisal of the property.

5. No government agency has conditioned the issuance of an entitlement to use on Landowner's granting of the Easement.

6. The Easement will designate one building envelope in which all residential use must be located.

7. Land Trust and Landowner agree that this Letter of Intent is not contractually binding on the parties and is only an expression of the intent of the parties to pursue an agricultural conservation easement transaction. This Letter of Intent does not obligate either party to proceed to the completion of the transaction.

California Rangeland Trust:

DocuSigned by:
Jackie Flatt
54C82F7B150240E...

5/20/2025

Jacquelyn Flatt
Conservation Director

EXHIBIT A

Landowner:

Signed by:
Charlie Sweet
5818EB4D28084F1...

5/21/2025

Charles Sweet

Signed by:
Michelle Sweet
5818EB4D28084F1...

5/20/2025

Michelle Sweet

APPENDIX D

CRT Stewardship and Monitoring Checklist

COMPLIANCE MONITORING CHECKLIST

General Information

Easement Name : _____
Easement Recording Date: _____
Total Acreage: _____
Monitor Names and Qualifications: _____
_____

List all participants in the monitoring visit *All participants MUST sign the monitoring verification form at the end of the report.*	
List purpose of monitoring visit (i.e., annual monitoring visit or special monitoring visit)	
List date and start time	
List date and completion time	
Monitoring method (e.g. driving tour)	
Describe weather conditions during the monitoring visit	
Describe precipitation amounts and frequency for the preceding season Describe distribution cycle of precipitation Indicate whether rainfall considered “normal” by landowner	

Did you observe any climatic factors, wildlife factors, fire cycles or other natural forces that had an impact on the plant communities? Describe	
Did you observe any changes in conditions from last year's monitoring or baseline condition?	
Please describe the agricultural productivity of the Ranch. Did you observe any changes in conditions from last year's monitoring or baseline condition? Have there been any significant changes to stocking rate or grazing management since the last monitoring visit?	
Please describe the natural plant communities of the Ranch. Did you observe any changes in conditions from last year's monitoring or baseline condition?	
Please describe the wildlife habitat of the ranch. Did you observe any changes in conditions from last year's monitoring or baseline condition?	
Describe any conditions of the ranch that have changed since the previous visit.	

Describe any work been done in coordination with NRCS or Co-op Extension.	
All Photo Points Visited Y/N. Explain if any missed.	
Any suggestions for next year's monitoring?	
Confirm landowner contact info:	
Condition of easement sign. Take photo:	

Annual Site Review Examining Terms of Easement

Agua Fria Ranch Conservation Values: livestock grazing and other permitted agricultural values; areas of high native plant species diversity; natural communities including montane riparian, streams, natural habitats that adjoin creeks, irrigation water conveyances and other wetlands; and open space and scenic values from working landscapes.

Monitoring Condition	**Details** *Explain **all** responses. All negative responses should include an explanation of discussion with landowner regarding corrective action.*
Observations of any unseasonable watering, use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals, weed abatement activities, incompatible fire protection activities, or any other activity or use that may impair or interfere with the purposes of the Conservation Easement? Prohibited. [Easement ¶3(a)]	
Observation of any off-road vehicles and use of any other motorized vehicles except on existing roadways and as specifically provided in the Management Plan. Prohibited. [Easement ¶3(b)]	
Observation of any Agricultural activity of any kind except for vegetation management as specifically provided in the Management Plan. Prohibited. [Easement ¶3(c)]	
Observation of any recreational activities, including, but not limited to, horseback riding, biking, hunting or fishing, except for personal, non-commercial recreational activities of the Grantor that are consistent with the purposes of the Conservation Easement and the recreational activities specifically provided for in the Management Plan. Prohibited. [Easement ¶3(d)]	
Observation of commercial, industrial, residential, or institutional uses except for grazing as specifically provided in the Management Plan. Prohibited. [Easement ¶3(e)]	
Observation or knowledge of any legal or de facto division, subdivision or partitioning of the Preserve. Prohibited. [Easement ¶3(f)]	
Observation of any construction, reconstruction, erecting or placement of any building, billboard or	

sign, or any other structural or improvement of any kind except as specifically provided in the Management Plan. Prohibited. [Easement ¶3(g)]	
Observation of any depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials. Prohibited. [Easement ¶3(h)]	
Observation of any planting, introduction or dispersal of non-native or exotic plant or animal species? Not permitted except as otherwise specifically provided in the Management Plan. Prohibited. [Easement ¶3(i)]	
Observation of any filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the Preserve, or granting or authorizing surface entry for any of these purposes. Prohibited. [Easement ¶3(j)]	
Observation of altering the surface or general topography of the Preserve, including but not limited to any alterations to habitat, building roads or trails, paving or otherwise covering the Preserve with concrete, asphalt or any other impervious material except for those habitat management activities specified in the Development Plan or Management Plan. Prohibited. [Easement ¶3(k)]	
Observation of the removal, destruction, or cutting of trees, shrubs or other vegetation, except as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease; and except as specifically provided in the Management Plan. Prohibited. [Easement ¶3(l)]	
Observation of manipulating, impounding or altering any natural water course, body of water or water circulation on the Preserve, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface water, except as specifically provided in the Management Plan. Prohibited. [Easement ¶3(m)]	
Observation or knowledge of the transferring, encumbering, selling, leasing, or otherwise separating the mineral, air or water rights for the Preserve; changing the place or purpose of use of the water rights; abandoning or allowing the	

abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Preserve. Prohibited. [Easement ¶3(n)]	
Observation of any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Preserve, or the use or activity in question. Prohibited. [Easement ¶3(o)]	
Has any rodenticide been applied to the Property? Prohibited. [Management Plan ¶I(B.)]	
Has the Property been completely enclosed with fencing and gates? Note: Property shall be fenced and gated within 6 months after recording the Conservation Easement. [Management Plan ¶III(B.)]	
Is the grass height within the Property below 6 inches in height? Note: herbaceous ground cover greater than 6 inches in height shall not be allowed to exceed 50% of the total herbaceous ground cover. [Management Plan ¶IV (C)]	
Does 3 to 5 inches of litter and residual dead plant stubble height (the equivalent of 300-400 pounds RDM) remain on the Property prior to the winter rainy season? [Management Plan ¶IV (C.1)]	
Have metal conservation preserve signs attached upon metal posts been centrally located along the fence of the four primary boundary lines to identify the Property as a "Wildlife Habitat Management Conservation Preserve"? Signs will also prohibit shooting, hunting, trapping, and the use of rodenticides. [Management Plan ¶IV(C.5)]	
Have the Property boundaries been surveyed and demarcated with permanent signs mounted upon metal posts? [Management Plan ¶IV(C.5)]	

APPENDIX E

CRT Conservation Easement Template

CALIFORNIA RANGELAND TRUST

Standard Agricultural Conservation Easement

Recording requested by and when recorded mail to: CALIFORNIA RANGELAND TRUST 3900 Lennane Drive, Suite 210 Sacramento, CA 95834	***Note: California Rangeland Trust's Easement Template is not a one size fits all document. Certain terms are negotiable. We strongly encourage open dialogue on all Easement terms as well as recommend you to seek legal counsel early in the Easement drafting process.***

Space above this line for Recorder's use.

APNs:

DEED OF AGRICULTURAL CONSERVATION EASEMENT AND VOLUNTARY AGREEMENT CREATING ENFORCEABLE RESTRICTIONS IN PERPETUITY

This Deed of Agricultural Conservation Easement and Voluntary Agreement Creating Enforceable Restrictions in Perpetuity ("**Easement**") is granted as of the Effective Date (as defined in Section 43 hereof) by _____ ("**Landowner**"), to the CALIFORNIA RANGELAND TRUST, a California nonprofit public benefit corporation ("**Rangeland Trust**"). Landowner and Rangeland Trust are each referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**."

Recitals

A. Landowner is the sole owner in fee simple of certain real property consisting of approximately _____ acres, located in _____ County, California, as further described in **Exhibit A** attached hereto and incorporated herein by reference ("**Easement Area**") and depicted in **Exhibit B** attached hereto and incorporated herein by reference ("**Easement Area Map**"). Landowner desires to grant a conservation easement over the Easement Area.

B. Rangeland Trust is a "qualified conservation organization" as defined by Section 170(h)(3) the Internal Revenue Code and is eligible to hold this Easement pursuant to Section 815.3 of the California Civil Code. As certified by resolution of its governing body, Rangeland Trust accepts the responsibility of monitoring and enforcing the terms of this Easement and upholding the Conservation Purposes (as defined in Section 1 hereof). Rangeland Trust is accredited by the Land Trust Accreditation Commission.

C. The Easement Area consists of ***[general description of property to follow. Articulate conservation values]***.

D. Landowner desires to convey for valuable consideration ***[Donated easement: make a charitable gift of]*** the Easement to Rangeland Trust to assure that the rangeland environment, agricultural productivity, open space created by working landscapes, the plant, **[*fish*],** and wildlife

habitat and watersheds will be conserved and sustained forever through managed grazing and as otherwise provided herein (referred to herein as the "**Conservation Values**"), and that uses of the land that are inconsistent with these Conservation Values will be prevented or corrected.

E. The grant of this Easement will further the policy purposes of the following clearly delineated governmental conservation policies ***[Review Note: Confirm which paragraphs are applicable to the specific project and add recitals required by relevant funding source.]***:

> Section 815 of the California Civil Code, in which the California Legislature has declared: (1) that "the preservation of land in its natural, scenic, agricultural, historical, forested, or open-space condition is among the most important environmental assets of California"; and (2) that it is "in the public interest of this state to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations";
>
> Section 821 of the California Food and Agriculture Code, which states that one of the major principles of the State's agricultural policy is "to sustain the long-term productivity of the State's farms by conserving and protecting the soil, water, and air, which are agriculture's basic resources";
>
> Section 51220 of the California Government Code, in which the California Legislature has declared that "in a rapidly urbanizing society agricultural lands have a definite public value as open space, and the preservation in agricultural production of such lands . . . constitutes an important physical, social, esthetic and economic asset to existing or pending urban or metropolitan developments"; and
>
> ***[Review Note: The following recital must be confirmed in each transaction.]*** The _____ County General Plan, as amended in ____, which includes as one of its goals to protect all viable farmlands designated as prime, of statewide importance, unique, or of local importance from conversion to and encroachment of non-agricultural uses.

F. All holders of liens or other encumbrances upon the Easement Area, except the holders of the approved encumbrances listed in **Exhibit C** attached hereto an incorporated herein by reference, have agreed to subordinate their interests in the Easement Area to this Easement and to refrain forever from any action that would be inconsistent with its Conservation Purposes (as defined in Section 1 hereof).

G. ***[Review note: Insert mineral language if required.] [The probability that any third party holder of mineral rights in the Easement Area will extract or remove minerals from the Easement Area by surface mining has been determined by a qualified professional geologist to be so remote as to be negligible, as set forth in a report dated _____, by _____, State of California Registered Geologist No._____. A true and complete copy of the report has been provided to Rangeland Trust [Review Note: Third-party mineral rights will not necessarily be shown as an encumbrance but may appear as an exception to title.]***

G. The current agricultural, physical, and overall biological conditions of the Easement Area, as well as its current uses and state of improvement, are described in a Baseline Conditions Report (the "**Report**") prepared by Rangeland Trust with the cooperation of Landowner. The Report consists of a narrative, maps, photographs, and other documents, and is acknowledged by both Parties to be complete and accurate as of the date of this Easement. Both Landowner and Rangeland Trust have copies of this Report, which is incorporated herein by reference. It will be used by Rangeland Trust to assist in its monitoring and enforcement of Landowner's compliance with this Easement. This Report, however, is not intended to preclude the use of other evidence to establish the baseline condition of the Easement Area if there is a controversy over some aspect of that condition.

H. The Parties intend that the Conservation Purposes of this Easement (as defined in Section 1 hereof) shall be achieved through continued ranching and managed grazing activities to sustain and protect the Conservation Values of the Easement Area. The Parties recognize, however, that additional agricultural uses of the Easement Area may become reasonably necessary to support the economic viability of commercial ranching within the Easement Area and accordingly provide herein for such additional uses.

I. Rangeland Trust recognizes that the current conditions of the Conservation Values associated with the physical environment of the Easement Area exist because of the past stewardship of the Easement Area and depend on the future good stewardship decisions by Landowner and its successors. Landowner is entrusted with those future management decisions, and Rangeland Trust is entrusted with ensuring that the Conservation Values remain protected.

Deed and Agreement

In consideration of the recitals set forth above, and in consideration of their mutual promises and covenants, Landowner hereby grants and conveys to the Rangeland Trust, its successors and assigns, and Rangeland Trust hereby accepts, a perpetual conservation easement as defined by Section 815.1 of the Conservation Easement Act of 1979 (California Civil Code, Section 815 *et seq*.), of the nature and character described in this Easement.

1. **Purposes.** The purposes of this Easement are to identify, sustain and forever protect the Conservation Values from impairment ("**Conservation Purposes**"). The Parties agree that the Conservation Purposes shall be achieved through continued ranching, managed grazing, and other allowed agricultural uses on the Easement Area as herein provided. The Parties agree that Landowner's retention of certain rights specified in this Easement, including specified agricultural, residential, recreational, and commercial uses, is consistent with the Conservation Purposes, provided that those rights are exercised in accordance with this Easement. The Parties further agree that some intensification of and changes in the current agricultural uses, as hereinafter authorized, may serve to promote the continuing commercial viability of the agricultural uses of the Easement Area and thus assist in achieving the Conservation Purposes. ***[Changes to the purposes clause may be required to conform to the specific funding program.]***

Under this Easement, impairment of Conservation Values means a material adverse change in Conservation Values. The evaluation of the actual and potential impacts of a particular activity or use on Conservation Values shall take into account the impacts of the activity or use in question, as well as the cumulative impacts of other uses and activities on the Easement Area. In every evaluation of whether impairment of Conservation Values has occurred or is threatened, both the magnitude and the duration of the actual or potential change(s) shall be considered.

2. **Written Notice and Approvals.** When Landowner is required to obtain Rangeland Trust's written approval ("**Written Approval**") or to provide Rangeland Trust with written notice of a proposed action ("**Written Notice**"), such notice, demand, request, consent, approval, or communication shall be in writing and delivered pursuant to Section 32 hereof. Landowner's obligation to bear the costs associated with Rangeland Trusts review and approval of both Written Approval and Written Notice is set forth in Section 40 hereof.

(a) Landowner's Obligation. In each Written Notice or request for Written Approval, Landowner shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to allow Rangeland Trust to make an informed judgement as to its consistency with the Conservation Purposes.

(i) Written Notice When No Written Approval Is Required. Unless otherwise stated herein, whenever a Written Notice is required pursuant to the terms of this Easement for an action by Landowner that does not require a Written Approval, Landowner shall notify Rangeland Trust in writing not less than thirty (30) days prior to the date Landowner intends to undertake the activity or use in question, unless a longer advance notice period is specifically required herein in connection with a particular activity or use. Landowner's Written Notice does not limit Landowner's obligations to comply fully with the terms of this Easement and the protection of the Conservation Values in undertaking or authorizing the activity or use described in the Written Notice.

(ii) Written Notice When Written Approval Is Required. Unless otherwise stated herein, whenever the Landowner is expressly required to obtain Rangeland Trust's Written Approval, Landowner shall send a Written Notice to Rangeland Trust not less than sixty (60) days prior to the date Landowner desires to undertake or authorize the activity or use in question and obtain Rangeland Trust's Written Approval prior to undertaking taking or authorizing such activity or use.

(iii) No Written Notice or Written Approval Necessary. Where "**without further permission**" is stated, neither Written Notice nor Written Approval is required and an activity or use so allowed by this Easement shall not be prohibited unless it results, or threatens to result, in the impairment of Conservation Values.

(b) Rangeland Trust's Approval Obligations. Upon receiving a Written Notice requesting Written Approval for a proposed use, Rangeland Trust shall use its sole reasonable discretion to determine in good faith, if the proposed use is consistent with the Conservation Purposes and not prohibited under Section 3 hereof. Rangeland Trust shall reply to Landowner's notification within sixty (60) days and explain its determination within that time. If Rangeland Trust reasonably determines that more than sixty (60) days is necessary for Rangeland Trust to

evaluate the request for Written Approval, Rangeland Trust shall provide Written Notice to Landowner specifying the additional time needed. If Rangeland Trust fails to respond to Landowner within sixty (60) days of receipt of a Written Notice, or within the additional time specified by Rangeland Trust in a Written Notice, then the proposed activity shall be deemed approved by Rangeland Trust. In making any decision requiring Written Approval, Rangeland Trust shall take into account: (a) whether Landowner has made all particular demonstration(s) in support of Landowner's request required under the Easement; (b) the actual and potential impacts of the particular requested activity or use on Conservation Values; and (c) the cumulative impacts of other uses and activities on the Easement Area.

3. **Prohibited Acts.** Landowner shall not perform, or knowingly allow others to perform, any act or use on or affecting the Easement Area in conflict with the other covenants and restrictions set out in this Easement, including but not limited to any act or use that may result in impairment of Conservation Values. Landowner authorizes Rangeland Trust to enforce Landowner's covenants. Nothing in this Easement shall require Landowner to take any action to restore the condition of the Easement Area caused by: (a) any Act of God or other event over which Landowner has no control; (b) any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area or to any person resulting from such causes; or (c) the non-authorized acts of unrelated third parties so long as Landowner has taken reasonable steps to control such acts. Landowner understands and agrees that nothing in this Easement relieves it of any obligation or restriction in relation to the development or other uses of the Easement Area imposed by law, including but not limited to local land use restrictions.

4. **Construction of Buildings, Facilities and Other Structures.** The construction or reconstruction of any building, structure, or other facility of any type is prohibited except in accordance with this Section.

(a) Incidental Ranch Facilities.

(i) "Incidental Ranch Facilities" consist of non-building facilities used in normal and customary ranching and farming activities, including corrals, holding fields, squeezes, loading chutes, equipment loading ramps, fences, water distribution and irrigation facilities, and utility facilities (including gas, electrical, and telecommunication facilities), primarily to support uses of or activities on the Easement Area authorized by this Easement.

(ii) Incidental Ranch Facilities may be constructed, repaired or replaced without further permission.

(iii) Stock ponds may be constructed, repaired or replaced without further permission.

(b) Non-Residential Buildings, Structures, and Other Facilities for Authorized Uses or Activities.

(i) For any non-residential building, structure or facility existing as of

the Effective Date, Landowner may enlarge each (by not more than a cumulative fifty percent (50%)), repair, or replace with a like building, structure, or facility at its existing location without further permission.

(ii) For any new non-residential building, structure, or facility, or for any enlargement greater than a cumulative fifty percent (50%), Landowner must first obtain Written Approval, in support of which Landowner must demonstrate that the proposed construction or enlargement is reasonably necessary to support authorized uses of the Easement Area.

(iii) Enlargement shall be determined based upon the size of the building, structure, or facility on the Effective Date.

(c) Residential Dwellings.

(i) The _____existing single-family residential dwellings and appurtenant structures may be repaired, enlarged (each by not more than a cumulative fifty percent (50%)), or replaced at their current locations without further permission. Enlargement shall be determined based upon the size of the building, structure or facility on the Effective Date.

(ii) _____ new single-family residential dwelling(s) and appurtenant structures may be constructed in the residential building envelope designated on **Exhibit B** without further permission ***[See CRT Housing Threshold Guidelines]***.

(iii) The boundaries and location of the residential building envelope may be adjusted with Written Approval; *provided*, that the size of the residential building envelope shall not be allowed to be increased.

(d) Ranch Labor Housing.

(i) For any dwelling structure existing on the Effective Date and used to house persons hired for work on the Easement Area, Landowner may remove, repair, enlarge (by not more than a cumulative fifty percent (50%), or replace at its existing location with a like housing unit without further permission. Enlargement shall be determined based upon the size of the structure on the Effective Date.

(ii) New dwelling structures, to be used solely to house persons hired for work on the Easement Area may be built only with Written Approval, in support of which Landowner must demonstrate that the proposed structure is reasonably necessary to support existing or imminent agricultural operations on the Easement Area.

(iii) Written Approval is necessary for any changes to the use of a dwelling structure originally built to house persons hired for work on the Easement Area.

(e) Utilities for Residential and Other Authorized Structures. The installation of new, or extension or repair of existing utilities (including, without limitation, water, sewer,

septic tanks and systems, power, fuel, and communication lines and related facilities) is authorized without further permission as reasonably necessary to service all residential uses and other structures and improvements that are authorized in this Easement.

(f) Signs.

(i) Commercial Signs. No commercial billboards shall be erected on the Easement Area. Without further permission, signs are allowed for the purposes of denoting the names and addresses of residents on the Easement Area, denoting allowable business uses, describing other authorized activities on the Easement Area, posting the property for sale or rent, identifying the Easement and its participants, and posting the property to control unauthorized entry or use.

(ii) Easement Recognition Sign. Landowner shall purchase and install a sign to be placed on the Easement Area that identifies this Easement, the name of the ranch, the landowner's name (if desired), Rangeland Trust, and indicates the participation of any of Rangeland Trust's public or private funding sources in the acquisition and maintenance of the Easement. Rangeland Trust will maintain and replace the sign, as necessary, at Rangeland Trust's sole cost and expense. The size, location, number, text, and design of the signage shall be subject to the approval of Landowner and Rangeland Trust, which approval shall not be unreasonably withheld, conditioned, or delayed.

5. **Subdivision.**

(a) Generally. Except as provided in this Section, subdivision of the Easement Area, whether by physical, legal, or any other process, is prohibited[; *provided*, however, that nothing herein shall be deemed, interpreted or construed to restrict Landowner from creating by any legal means a single legal parcel for the Easement Area]. Landowner shall continue to maintain the parcels comprising the Easement Area, and all interests therein, under common ownership, as though a single legal parcel.

(b) Lot Line Adjustments. **[Only insert in applicable transactions where the Easement was granted by multiple Landowners not owning the entirety of the Easement Area in common: [** Internal lot line adjustments between and among the ___ parcels comprising the Easement Area may be authorized with Written Approval (and the approval of Funder(s)) to enable Landowners to maintain or enhance agricultural practices or productivity on the Easement Area or otherwise enable the uses authorized by this Easement.**]**

[Insert if any portion of the easement value is donated: Boundary Line Adjustments. Pursuant to IRS Notice 2023-30, Grantor and Grantee agree that boundary line adjustments to the real property subject to the Easement may only be made pursuant to a judicial proceeding to resolve a bona fide dispute regarding a boundary line's location.]

6. ***[Insert if NRCS is providing Funding. Limitation on Impervious Surfaces. Adding will move numbering forward by one]***

7. **Development Rights.** Landowner agrees that all development rights, except as specifically reserved to Landowner herein within the Easement Area are extinguished and may not be used on or transferred to any portion of the Easement Area as it now or hereafter may be bounded and described, or to any other property, adjacent or otherwise. The Easement Area may not be used for the purpose of calculating permissible development or lot yield of any other property.

8. **Resource Stewardship**. In order to protect the Conservation Values, Landowner shall conduct all ranching and farming operations in accordance with good management practices that address soil and water conservation, erosion control, pest management, nutrient management, vegetation management, and habitat protection. Landowner and Rangeland Trust recognize that changes in economic conditions, weather cycles, grazing technologies, and conservation practices may dictate an evolution and adaptation in the management of the range and cropland resources of the Easement Area, consistent with the Conservation Purposes.

9. **Mining of Subsurface and Surface Minerals.** The provisions of this Section shall be interpreted in a manner consistent with Section 170(h) of the Internal Revenue Code, the Treasury Regulations adopted pursuant thereto, and any other successor provisions addressing the same subject**.**

(a) Surface Mining of Subsurface Minerals. The extraction or removal of any subsurface oil, gas, or other minerals by any surface mining method is prohibited.

(b) Other Mining Methods. The extraction or removal of any subsurface oil, gas, or other minerals by methods other than surface mining may be undertaken on the Easement Area only with Written Approval, in support of which Landowner must demonstrate to the reasonable satisfaction of Rangeland Trust that the proposed mineral extraction or removal will have at most a limited localized impact on the Easement Area and will not be irremediably destructive of significant conservation interests.

(c) Surface Rock, Gravel and Sand. Landowner may extract rock, sand, and gravel that is exposed at the surface of the Easement Area as of the Effective Date, or which becomes exposed at the surface of the Easement Area through natural processes after the Effective Date; *provided*, that any such extraction of rock, sand, or gravel shall be for use solely on the Easement Area in support of activity on or use of the Easement Area allowed under this Easement; *provided*, *further*, that such extraction shall be accomplished in a manner that does not impair any Conservation Values.

[Insert Forest Management language below if property has commercial timber and timber harvesting is consistent with the Conservation Values.]

10. Forest Management. Landowner reserves the right to manage the forest and harvest timber in accordance with all applicable state and federal forestry laws, practices, guidelines, and regulations, provided that said management and/or harvesting complies with the conditions of this Section.

(a) Commercial Timber Harvest. Where commercial timber harvesting has been identified as consistent with the Conservation Values, commercial timber harvesting may be authorized, provided that such timber harvest is conducted with a valid permit issued by CAL FIRE or successor agency and in a manner consistent with the Conservation Purposes and Values. Landowner shall provide Written Notice with copies of all documents regarding any government-required management plan, timber harvest plan, or similar harvest permit application prior to submission to the lead agency charged with approving said plan or amendment in order for Rangeland Trust to confirm that such plan, application, amendment or deviation is consistent with the terms of this Easement. For the purposes of this Easement, the term "commercial timber harvest" is defined as any timber harvest in which the product of such harvest is sold, traded, exchanged, or used off the Easement Area.

[For inclusion in all easements either as Section 10, 10(a), or 10(b)]

(b) Native Tree Cutting. Unless otherwise provided for in this Easement, living native trees on the Easement Area may only be cut to control or prevent insects and disease, mitigate fire risk, prevent bodily injury and property damage, and for on-site firewood without further permission. With Written Approval, living trees may also be cut for other personal uses including construction and repair of authorized buildings, structures and facilities on the Easement Area and, to the extent necessary, to clear land for roads and authorized buildings, structures and facilities allowed under this Easement. Native trees may also be cut if in accordance with a management plan prepared in cooperation with CAL FIRE, California Department of Fish and Wildlife, Natural Resources Conservation Services, or similar agency and with Written Notice. This Section shall not apply to minor incidental taking of trees, non-native trees and brush, non-native invasive plants, the removal of dead trees, or orchards and/or tree farming on the Easement Area for agricultural purposes. In its sole and absolute discretion, Rangeland Trust may allow Landowner to cut trees under circumstances not anticipated by this Easement.

(c) ***[If property has forestland and state funding is utilized language to satisfy Civil Code 815.11 must be added.]*** The Landowner must develop an easement management plan whereby the Landowner agrees to: (1) maintain and improve forest health through promotion of a more natural tree density, species composition, structure, and habitat function; (2) make improvements that increase the land's ability to provide resilient, long-term carbon sequestration and net carbon stores as well as watershed functions; and (3) provide for retention of larger trees and a natural range of age classes, and ensure the growth and retention of these larger trees over time. (Format Section accordingly)]

11. **Road Construction, Maintenance and Paving**.

(a) Road Construction. New roads may be constructed on the Easement Area, with Written Approval, if they are necessary to carry out the agricultural operations or other authorized uses on the Easement Area.

(b) Road Maintenance. Roads existing at the Effective Date, as documented in the Baseline Report, or future roads permitted by this Easement or approved by Rangeland Trust,

may be maintained without further permission. Notwithstanding the foregoing, existing and future roads may not be significantly widened or improved unless doing so is necessary to carry out the agricultural operations or other allowed uses on the Easement Area and has Written Approval. For purposes of this Section, "improved" or "improving" does not include standard maintenance activities such as grading, creating water bars, maintaining and repairing culverts, or application of gravel or other pervious materials.

(c) Paving. Roads existing at the Effective Date, as documented in the Report, or future roads authorized by Rangeland Trust, may be paved with Written Approval. No other portion of the Easement Area presently unpaved shall be paved, except for roads subject to permits for development allowed by this Easement where improvement is required as a condition of a permit. For purposes of this Section, "pave", "paved", or "paving" shall include covering of the soil surface with concrete, asphalt or other impervious material. However, to make roads passable, Landowners may apply to existing or future roads a reasonable amount of gravel that is obtained from the Easement Area or from other sources.

(d) Unpaved Roads. Unpaved roads existing at the Effective Date, as documented in the Report, or future roads authorized by Rangeland Trust, may be relocated as unpaved roads as required by agricultural operations; *provided*, that abandoned roads must be returned to agricultural uses or a natural condition.

12. **Agricultural Intensification.**

[Note: The total amount of land converted from rangeland to other agricultural uses shall not exceed ten percent (10%) of the Easement Area. If at the time of Effective Date the Easement Area already contains acreage considered Agricultural Intensification, as defined below, such acreage will be taken into account in applying this limitation. No Agricultural Intensification will be allowed to portion shall occur* on *lands containing vernal pools or any other sensitive habitat.]

"Agricultural Intensification" is the conversion of rangeland to more intensive agricultural uses such as row crops, orchards, and vineyards. As of the Effective Date, the Landowner currently utilizes ____ (__) acres for intensified agriculture and shall continue to do so without further permission. Landowner and Rangeland Trust have identified and agreed to ____ (__) additional Agricultural Intensification areas ("**Agricultural Envelopes**") for a combined ____ (___) acres of Agricultural Intensification. The location and respective sizes of said Agricultural Envelopes are depicted in **Exhibit B**. Landowner may conduct Agricultural Intensification within said Agricultural Envelopes with Written Notice. Should situations arise that make the agreed locations of the Agricultural Envelopes unsuitable or impossible for Agricultural Intensification, at the sole expense of the Landowner, Rangeland Trust and the Landowner shall work cooperatively to identify alternative location(s) within the Easement Area to relocate the Agricultural Envelope(s). Conversion of land outside of the Agriculture Envelopes without Written Approval is prohibited.

[Optional Language to restrict farming practices: *Allowable agricultural uses within the Agricultural Envelopes include the cultivation of food based crops including, but not limited to, grapes, nuts, fruits, olives, and other perennial agricultural products; tree farming; nonperennial*

forages for human or domestic animal consumption; crop seed production; bee keeping and the extraction of honey; cultivation of fiber-based products; cultivation of commercial flower growths; and, the storing, packing and other activity associated with the sale of the aforementioned products provided products so long as the agricultural operations are consistent with the long-term viability of the Easement Area. Nothing herein shall prohibit non-commercial gardening for Landowner's personal use so long as such activity is conducted within the Building Envelope.]

Other agricultural uses (i.e. those that are not considered Agricultural Intensification) are authorized outside the Building and Agricultural Envelopes without further permission. These agricultural uses are those uses that are compatible with grazing or grazing-related activities and those that restore or conserve grassland including, but not limited to, those practices related to the production of livestock, forage production, grazing, haying and livestock fodder production.

13. **Feedlot.** The establishment or maintenance of a commercial feedlot is prohibited. For purposes of this Easement, "commercial feedlot" is defined as a permanently constructed confined area or facility that is used and maintained for purposes of engaging in the business of feeding livestock and which is not grazed or cropped annually. For purposes of this Easement, a "commercial feedlot" shall not include the establishment, use, or maintenance of corrals, holding pens or pastures. Nothing in this Section shall prevent Landowner from confining livestock for discretionary seasonal feeding of livestock raised or pastured on the Easement Area. The limited finishing of the Landowner's own livestock or livestock raised or pastured on the Easement Area by others for commercial purposes may be authorized with Written Approval.

14. **Industrial, Non-Agricultural Commercial, and Recreational Uses; Motorized Vehicles**.

(a) Industrial Uses. All industrial uses of the Easement Area not expressly authorized herein are prohibited.

(b) Non-Agricultural Commercial Uses. With the exception of the commercial recreational uses authorized in Subsection (c), below, all non-agricultural commercial uses are prohibited on the Easement Area except with Written Approval.

(c) Recreational Uses. Non-commercial and commercial recreational uses such as hunting, fishing, horseback riding, wilderness camping, picnicking, education, wildlife viewing, hiking, non-motorized cycling, rock collecting, and photography may be undertaken without further permission. All other recreational uses are prohibited on the Easement Area except with Written Approval.

(d) Utility Facilities. Landowner and Rangeland Trust may negotiate both compensation for and location of utility facilities and supporting infrastructure, excluding communication facilities in Subsection 14(e) below, to be constructed or relocated within the Easement Area by an entity having the power of eminent domain so as to avoid impairment of any Conservation Values. Any compensation shall be shared as provided in Section 35 hereof and the Rangeland Trust's portion shall be used exclusively to further conservation either within or outside of the Easement Area. Renewable power generation facilities, such as solar, wind and

hydroelectric, may be constructed within the Easement Area only with Written Approval and only at locations where their visibility from the vantage of public roads will be avoided or minimized. Solar panels for buildings on the Easement Area that are located on the roof, or within 100 feet of that building may be constructed without further permission. The Parties agree that the provisions of this Subsection 14(d) restricting installation of solar energy systems are "reasonable restrictions" within the meaning of California Civil Code § 714.

(e) Commercial Communications Facilities. Landowner may construct and operate or authorize others to construct and operate commercial communications facilities such as cell towers or 911 communications towers with Written Notice. Notwithstanding the foregoing, telemetric equipment included in the Incidental Ranch Facilities, personal transmission equipment for services such as wireless internet or broadcast television, and small-scale transmission equipment for research projects conducted by academic, government, or similar research organizations without further permission.

(f) Motorized Vehicles. Landowner and Landowner's family members, employees, and non-paying guests may use motorized vehicles off-road for activities allowed by this Easement (including, without limitation, livestock management and farming) without further permission. Motorized vehicles may also be used off-roads for the maintenance of utilities, retrieval of game, or for emergency purposes. Any other uses of off-road vehicles, motorized vehicle races, and the construction of motorized off-road vehicle courses are prohibited.

(g) Ecosystem Services and Sale of Carbon Credits.

(i) Ecosystem Services. With Written Approval, Landowner may develop ecosystem functions, including, but not limited to, carbon sinks, stream bank restoration, riparian corridor restoration, stream flow enhancement, and carbon sequestration, and may participate in any programs with state or federal agencies or private entities intended to provide incentives or compensation for the restoration or relocation of rare, imperiled, threatened, or endangered species or communities on the Easement Area in a manner designed to restore historic natural systems, or for other environmental preservation or enhancement efforts. Rangeland Trust shall ensure that the terms and conditions of the Easement are taken into account when calculating the baseline/business as usual of the Easement Area for purposes of establishing carbon credits or other emissions offsets that the Landowner proposes to develop.

(ii) Sale of Carbon and other similar Credits. Subject to providing Written Notice at least sixty (60) days prior to any of the following actions, Landowner may sell, exchange, transfer, trade, gift, or retire, any or all of the rights to carbon offset credits issued by a third-party entity, or any or all similar rights that may exist now or in the future, that are appurtenant to the Easement Area

15. **Trash; Agricultural Residues.**

(a) Trash. Landowner may dedicate up to one (1) acre to store trash, refuse, or derelict equipment, or increase the existing area as defined for such use in the Report as of the

Effective Date, by no more than ten percent (10%). All other dumping or accumulation of trash, refuse or derelict equipment outside of enclosed structures on the Easement Area is prohibited.

(b) Agricultural Residues. Landowner may engage in the burning, chipping, grinding, mixing or composting of plant or animal matter derived from the Easement Area (including manures, orchard or vineyard prunings, or other crop residues that result from ranching or farming related activities) ("**Agricultural Residues**").

16. **Water Rights and Resources.**

(a) Water Rights. Landowner shall retain and maintain all groundwater, riparian, appropriative, prescriptive, contractual, adjudicated, and other water rights appurtenant to or part and parcel of the Easement Area as of the Effective Date (**"Easement Area Water" or "Water Rights"**). Landowner shall not permanently transfer, encumber, lease, sell, or otherwise separate Easement Area Water or Water Rights from title to the Easement Area.

(i) Landowner may temporarily transfer Easement Area Water or Water Rights that are not reasonably necessary for authorized uses and protection of Conservation Values on the Easement Area to a contiguous property or other property owned or leased by Landowner on an annual basis for agricultural production with Written Notice.

(ii) Landowner may temporarily use or supply Easement Area Water from the Easement Area for immediate fire control response or wildfire emergency without further permission.

(b) Water Resources. Development of water resources on the Easement Area for non-authorized commercial use is prohibited. Development of water resources for authorized agricultural uses, forest management, livestock, fish and wildlife habitat use, domestic needs, streamflow protection or enhancement, and private recreation is authorized.

Authorized water resource development includes, but is not limited to, the restoration, enhancement and development of water resources, including ponds, tanks, groundwater recharge basins, infiltration galleries, and other streamflow protection or enhancement facilities; construction, repair, and maintenance of irrigation systems; and the development of stock and domestic water capture and delivery facilities as allowed in Subsection 4(a)-(d), including but not limited to, water lines and access roads or trails to water facilities.

Any new diversion from a surface watercourse for irrigated agriculture must comply with the requirements of federal, state and local agencies having jurisdiction over water resources and water diversions. No additional, changed, expanded or intensified activity on, or use of the Easement Area resulting in insufficient water to sustain the Conservation Values shall be allowed.

17. **Rights Retained by Landowner.** The Landowner retains the right to perform any act not specifically prohibited or limited by this Easement. Landowner's present uses and compatible historic uses of the Easement Area for ranching, managed grazing, and other allowed agricultural uses as described in the Report and as limited by Sections 3 and 12, are deemed to be authorized activities consistent with the Conservation Purposes. Landowner retains all ownership

rights consistent with such purposes, including, but not limited to, the right to exclude any member of the public from trespassing on the Easement Area and the right to sell or otherwise transfer the Easement Area to anyone Landowner chooses, and the right to refinance, obtain loans, create liens, and grant deeds of trust on the property, subject to the prior encumbrance of the Easement.

18. **Responsibilities of Landowner and Rangeland Trust Not Affected.** Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Rangeland Trust, or in any way to affect any existing obligation of the Landowner as owner of the Easement Area. Among other things, this shall apply to:

(a) Taxes. Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement Area or the property underlying the Easement Area by competent authority. If the Rangeland Trust is ever required to pay any taxes or assessments on the Easement Area or underlying property, Landowner will promptly reimburse Rangeland Trust for the same.

(b) Upkeep and Maintenance. Landowner shall continue to be solely responsible for the upkeep and maintenance of the Easement Area. Rangeland Trust shall have no obligation for the upkeep or maintenance of the Easement Area.

(c) Liability and Indemnification.

(i) Landowner shall and hereby agrees to hold harmless, indemnify, protect, and defend Rangeland Trust, its officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns, and each of them (collectively "**Rangeland Trust Indemnified Parties**") from and against all liabilities, penalties, costs, losses, orders, liens, damages, expenses, causes of action, claims, demands, or judgments, including without limitation reasonable attorneys' and experts' fees arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Easement Area, regardless of cause, except to the extent caused by the negligence or willful misconduct of any of the Rangeland Trust Indemnified Parties, while acting on behalf of Rangeland Trust; or (b) a violation of, or other failure to comply with, any state, federal or local law, regulation or requirement, by Landowner, or any party other than one of the Rangeland Trust Indemnified Parties acting upon permission from Landowner, in any way affecting, involving, or relating to the Easement Area; (c) or the breach by Landowner of any of its obligations set forth in this Easement**.**

(ii) Rangeland Trust shall hold harmless, indemnify, and defend Landowner and its officers, directors, employees, contractors, legal representatives, agents, heirs, personal representatives, successors, and assigns, and each of them (collectively "**Landowner Indemnified Parties**") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' and experts' fees, arising from or in any way connected with any injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area to the extent caused by the

negligence or willful misconduct of any of the Rangeland Trust Indemnified Parties while acting on behalf of Rangeland Trust.

(d) Insurance.

(i) Landowner shall maintain an occurrence-basis commercial general liability policy insuring against bodily injury and property damage on the Easement Area in the amount of not less than One Million Dollars ($1,000,000). Rangeland Trust shall be named an additional insured on the policy. For any claim covered by the indemnification in Subsection 18(c)(i) hereof, the liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Rangeland Trust. Landowner waives all rights of subrogation against Rangeland Trust and its agents, representatives, officers, directors, and employees for recovery of damages to the extent these damages are covered by insurance maintained pursuant to this Easement. Landowner shall furnish Rangeland Trust with certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above, upon reasonable request. Such certificates shall provide for thirty (30) days Written Notice to Rangeland Trust prior to the cancellation or material change of any insurance referred to herein. Any failure of Rangeland Trust to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Rangeland Trust to identify a deficiency from evidence that is provided shall not be construed as a waiver of Landowner's obligation to maintain such insurance. The foregoing insurance requirements do not replace, waive, alter, or limit the hold harmless or indemnification provisions of this. Not less frequently than every five (5) years, the Parties shall cooperate in determining an appropriate increase, to adjust for inflation, in the limit of the insurance coverage maintained by Landowner. Thereafter, Landowner shall obtain and maintain in effect such increased coverage until the next such adjustment.

(ii) Rangeland Trust shall maintain an occurrence-basis comprehensive general liability policy insuring against bodily injury and property damage on the Easement Area in the amount of not less than one million dollars ($1,000,000). For any claim covered by the indemnification in Subsection 18(c)(ii) hereof, the liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Landowner. Rangeland Trust waives all rights of subrogation against Landowner and its agents, representatives, officers, directors and employees for recovery of damages to the extent these damages are covered by insurance maintained pursuant to this Easement. The foregoing insurance requirements do not replace, waive, alter or limit the hold harmless or indemnification provisions of this Easement. Not less frequently than every five (5) years, Rangeland Trust shall determine if any adjustments for inflation are necessary and shall review the limit of insurance or self-insurance coverage it maintains. Thereafter, Rangeland Trust shall obtain and maintain in effect such coverage until the next such adjustment.

19. **Monitoring, Management and Issue Resolution.**

(a) Right of Entry. Rangeland Trust, its agents, representatives and contractors shall have the right to enter annually with reasonable advance notice onto the Easement Area for purposes of monitoring compliance with the terms of this Easement. Except when Rangeland

Trust has reasonably determined that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, under which circumstance Rangeland Trust may enter the Easement Area without prior notice, additional entry shall be permissive and therefore require notice to and permission by Landowner. Rangeland Trust's monitoring and access activities shall not interfere with normal agricultural operations on the Easement Area. ***[If the funding agencies require the right to accompany the monitors once every three years, additional language to that effect will be added here.]***

(b) Cooperative Resource Stewardship. Rangeland Trust believes that, in most cases, the existing stewardship on the ranches it selects for conservation easement projects has supported and enhanced the conservation values these ranches provide, and, consistent with that premise, Rangeland Trust agrees with Landowner to take wherever possible a cooperative approach to monitoring and management of the Conservation Values. The Parties will conduct joint qualitative monitoring to ensure that the Conservation Values are being protected. This monitoring will be supported through the Report and subsequent reviews, using photographs and narrative descriptions, among other evaluation tools. Monitoring will also consider issues such as site potential, weather conditions, unusual economic circumstances, vegetative variety and quality and trends in resource conditions.

(c) Agreement and Mediation.

(i) The Parties agree that, except as otherwise provided in Subsection (f), below, before any claim of breach or course of action to force performance or redress any concern is undertaken in a court of law that the Parties shall meet to discuss the issue(s) and shall make bona fide and mutual attempts to reconcile the differences. Such meeting shall take place within thirty (30) days of the written notice of breach or claim, which shall describe in reasonable detail the corrective action asserted by the Rangeland Trust to be necessary. If the Parties agree to a plan of action, such plan of action shall be converted to written form and signed by the Parties. Landowner shall have the right, but not the obligation, to prepare the first draft of the agreed plan of action, which shall be prepared within fourteen (14) days of the above described meeting. Any proposed revisions by the other Party shall be made within fourteen (14) days of receipt of the draft agreement. The Parties may continue to exchange drafts until a final written agreement is reached, or either Party may declare that the dispute cannot be resolved by agreement after each has had at least one opportunity to present its version of the agreement.

(ii) If the Parties have not resolved the dispute within 30 days of such meeting and are not actively pursuing an agreement as provided for in Section 19(c)(i), they shall proceed promptly to engage a single mediator to assist in the resolution of the dispute. Such mediator shall be a Certified Rangeland Manager certified by the California-Pacific Section of the Society for Range Management pursuant to its Program for Certification of Professional Rangeland Managers ("**Certified Rangeland Manager**"), or other professional with comparable or otherwise appropriate expertise. If the Parties cannot agree upon such a mediator within 45 days after the meeting, the Party giving such notice may proceed with a judicial action. Unless the Parties agree to a longer period, each in its sole discretion, all mediation hearings must conclude within 60 days of the selection of the mediator. The cost of the mediator shall be shared equally by the Parties, except as otherwise provided in Subsection (g) below.

(iii) If the mediator determines that the Report, or subsequent monitoring, has identified circumstances requiring improvement to protect the Conservation Values, Landowner shall either agree to develop a written management plan that addresses the particular resource management concern(s) identified by the mediator and Rangeland Trust, shall, at Landowner's expense, engage a Certified Rangeland Manager, a District Conservationist of the Natural Resources Conservation Service, U.S. Department of Agriculture ("**District Conservationist**"), or other qualified professional to develop the management plan, or refuse to participate in further efforts at cooperative resolution. If the Landowner chooses to prepare the plan, Landowner shall be encouraged but not required to engage the services of a Certified Rangeland Manager, a District Conservationist, or other qualified professional to assist Landowner in the development of such a management plan. The required scope of the plan and the time allowed for its development shall depend on the nature and severity of the identified problem(s). The management plan shall be subject to Rangeland Trust's approval. Landowner shall implement an approved plan for so long as is necessary to resolve the particular resource management problem(s) addressed by the plan. Rangeland Trust shall monitor implementation of the plan, and results thereof, during its periodic monitoring, and in accordance with this Section may initiate modifications of the plan as the resource conditions warrant.

(d) Judicial Enforcement. If the Parties are unable to agree to corrective action to address a breach or claim through the process set forth in Subsection 19(c), the complaining party may proceed with judicial action.

(e) Expert Assistance. The opinions of any Certified Rangeland Manager or other qualified professional engaged to assist the Parties in the resolution of any claim of injury to any Conservation Value shall be admissible in any judicial proceedings conducted with respect to that asserted violation.

(f) Immediate Relief. Notwithstanding the provisions of Subsections 19(c) and (d), if at any time Rangeland Trust determines that an ongoing or imminent violation could substantially impair Conservation Values, Rangeland Trust may proceed immediately to seek an injunction to stop it temporarily or permanently. Rangeland Trust may also seek an injunction requiring the Landowner to restore, or pay for the restoration of, the Easement Area to its condition prior to the violation.

(g) Alternative and Cumulative Remedies; Legal Costs. Rangeland Trust's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Furthermore, the provisions of California Civil Code Section 815, *et seq*., are incorporated herein by this reference and this Easement is made subject to all of the rights and remedies set forth therein. In any action brought to enforce or interpret any of the terms of this instrument, the prevailing Party shall be entitled to recover its costs incurred in any such action, including reasonable attorneys', consultants', and experts' fees and costs, and the costs of engaging a mediator in accordance with the provisions Subsection (c), above, when the mediation has been unsuccessful, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' and experts' fees and costs due hereunder shall be

determined by a court of competent jurisdiction and not by a jury. For the purposes of this Section 19, attorneys' and experts' fees and costs shall also include, without limitation, fees incurred in the following: (a) post-judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation.

20. **Forbearance No Waiver.** Forbearance by the Rangeland Trust to exercise its rights under this Easement in the event of any breach of any term of this Easement by Landowner shall not be construed to be a waiver by the Rangeland Trust of such term or of any subsequent breach of the same or any other term of this Easement. No delay or omission in the exercise of any right or remedy upon any breach by Landowner shall impair such right or remedy or be construed as a waiver.

21. **Rangeland Trust Transfer of the Easement.**

(a) Assignment by Rangeland Trust. The Parties contemplate that Rangeland Trust will continue to hold this Easement for so long as Rangeland Trust remains in existence. Notwithstanding such contemplation, however, Rangeland Trust may assign its interest under this Easement, *provided*, that Rangeland Trust shall first furnish Landowner with written notice of such intention and shall allow Landowner a period of one hundred eighty (180) days within which to designate an assignee that is: (i) qualified to hold a conservation easement under Section 815.3 of the California Civil Code; (ii) a "qualified organization" as defined in Section 170(h)(3) of the U.S. Internal Revenue Code, 26 U.S.C. § 170(h)(3); (iii) not an "Affiliate" (as defined below) of Landowner or any lessee of any portion of the Easement Area; and (iv) willing and financially able to assume all of the responsibilities imposed on Rangeland Trust under this Easement including, without limitation, monitoring and enforcement,, collectively the ("**Designation Criteria**"). As used in this Subsection, "Affiliate" means an entity which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. In the event that at the end of the one hundred eighty (180) day period either an assignment has not been made or Landowner has not petitioned a court of competent jurisdiction to transfer this Easement to an entity that meets the foregoing Designation Criteria, Rangeland Trust may proceed to transfer this Easement to any non-governmental entity that meets all of the foregoing Designation Criteria or to petition a court of competent jurisdiction to do so. The Parties intend that, in the selection of a transferee, preference be given to a qualified organization with an agricultural and rangeland conservation purpose as well as requisite experience in preserving and protecting the other Conservation Values. Said organization should have a board, staff, or consultants with practical agricultural management experience. Rangeland Trust shall not transfer this Easement to any governmental entity or public agency without the consent of Landowner, which consent shall be in Landowner's sole discretion.

(b) Cessation of Rangeland Trust. If Rangeland Trust ever ceases to exist or no longer qualifies under Section 170(h) of the U.S. Internal Revenue Code, or applicable state law, or no longer meets all the four Designation Criteria, then Landowner shall petition a court of competent jurisdiction to transfer this Easement to an organization that meets all of those criteria. If the court is unable to identify a non-governmental organization that meets those criteria, the court may transfer this Easement to a governmental entity that meets the criteria.

22. **Landowner Transfer of the Easement Area.**

(a) Notification. Any time the Easement Area itself or any interest in it is transferred by the Landowner to any third party, the Landowner shall provide Written Notice prior to the transfer of the Easement Area, and the deed of conveyance shall expressly refer to this Easement. Failure to notify Rangeland Trust or include the required reference to this Easement in the deed shall not affect the continuing validity and enforceability of this Easement.

(b) Transfer Fee. A transfer of the ownership of the Easement Area may result in an additional burden on the monitoring and enforcement responsibilities of Rangeland Trust; therefore, each such transfer shall require the payment of a transfer fee to the Rangeland Trust's monitoring fund in the amount of .4 percent (four tenths of one percent) of the sales price. A transfer fee shall not apply to: (i) transfers solely to change the method of holding title by the same party or parties; or (ii) inter-generational transfers between members of the same family. Rangeland Trust may reduce or waive this fee at its sole discretion.

(c) No Merger. The Parties intend that a transfer to Rangeland Trust of the fee interest in the Easement Area, or any portion thereof, shall not be deemed to result in a merger of the Easement into the fee title. In the event of such transfer, Rangeland Trust shall continue to manage the Easement Area in accordance with the Conservation Purposes and, in the event of a subsequent transfer by Rangeland Trust of its fee interest in the Easement Area, Rangeland Trust shall reserve therefrom this Easement.

23. **Amendment of Easement.** This Easement may be amended only by a written instrument executed and acknowledged by the Parties. Any such amendment shall be consistent with the purposes of this Easement and shall comply with Section 170(h) of the U.S. Internal Revenue Code, California Civil Code Section 815, *et seq*., or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with California law governing conservation easements and Rangeland Trust policies. All amendments shall refer to this Easement and shall be recorded in the official records of the county(ies) identified in Recital A of this Easement.

24. **No Public Dedication or Public Access.** Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of the Easement Area for use by the general public. This instrument does not convey a general right of access to the public.

25. **Landowner's Title Warranty; No Prior Conservation Easements.** Landowner represents and warrants that Landowner has good fee simple title to the Easement Area, free from any and all liens or encumbrances except the approved encumbrances shown in **Exhibit C**, and hereby promises to defend the same against all claims that may be made against it. Landowner represents and warrants that the Easement Area is not subject to any other conservation easement. Subject to providing Written Notice at least ninety (90) days in advance, including a copy of the conservation easement instrument(s), Landowner may grant subsequent conservation easements on the Easement Area.

26. **Environmental Provisions.**

(a) Rangeland Trust Not An Owner, Operator, Or Responsible Party.

Notwithstanding any other provision herein to the contrary, the Parties do not intend this Easement to be construed such that it creates in or gives the Rangeland Trust:

(i) the obligations or liability of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et seq*. and hereinafter "CERCLA");

(ii) the obligations or liability of a person described in 42 U.S.C. § 9607(a)(3) or (4);

(iii) the obligations of a responsible person under any applicable Environmental Laws, as defined below;

(iv) the right to investigate and remediate any Hazardous Substance (as defined below) associated with the Easement Area; or

(v) any control over Landowner's ability to investigate, remove, remediate, or otherwise clean up any Hazardous Substance (as defined below) associated with the Easement Area.

(b) Environmental Liabilities and Indemnification. Landowner and Landowner's successors in interest shall indemnify, protect, and defend with counsel acceptable to Rangeland Trust, and hold harmless the Rangeland Trust Indemnified Parties from and against any claims (including, without limitation, third party claims for personal injury or death, damage to Easement Area, or diminution in the value of property), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims), remedial action, compliance requirements, enforcement and clean-up actions of any kind, interest or losses, attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees, and expert fees that arise directly or indirectly from or in connection with: (i) the claimed presence or Release (as defined below) of any Hazardous Substance, whether into the air, soil, surface water or groundwater of or at the Easement Area; (ii) any violation or alleged violation of Environmental Law (as defined below) affecting the Easement Area, whether occurring prior to or during Landowner's ownership of the Easement Area and whether caused or authorized by Landowner or any person other than Landowner; or (iii) any claim or defense by Landowner or any third party that any Rangeland Trust Indemnified Party is liable as an "owner" or "operator" of the Easement Area under any Environmental Law. The foregoing indemnity obligations shall not apply with respect to any Hazardous Substance released or deposited as a result of action by the Rangeland Trust Indemnified Parties on or about the Easement Area. The indemnity obligations of any successor in interest of Landowner pursuant to this Subsection shall be limited to the portion of the Easement Area to which the successor takes title. ***[Optional Provision for High Dollar***

Easements: Notwithstanding any statutory limitation otherwise applicable, or the provisions of Section 30 hereof, the indemnity obligations of Landowner to the Rangeland Trust Indemnified Parties pursuant to this Subsection, solely with respect to matters occurring prior to or during Landowner's ownership of the Easement Area, shall continue after transfer to a successor in interest unless a written request for consent to assignment of such indemnity obligations to a successor in interest is approved by Rangeland Trust prior to the successor taking interest of the Easement Area. In considering any such request, Rangeland Trust may take into account the financial capabilities of the successor in interest, without regard to any third-party financial assurances. Rangeland Trust's consent to such assignment may be denied only if there is a commercially reasonable basis for such denial.]

(c) Definitions.

(i) The term "Environmental Law" shall include, but shall not be limited to, each statute named or referred to below, and all rules and regulations thereunder, and any other local, state and/or federal laws, ordinances, rules, regulations, orders and decrees, whether currently in existence or hereafter enacted, which govern (a) the existence, cleanup and/or remedy of contamination or pollution on Easement Area; (b) the protection of the environment from soil, air, or water contamination or pollution, or from spilled, deposited or otherwise emplaced contamination or pollution; (c) the emission or discharge of Hazardous Substances into the environment; (d) the control of Hazardous Substances; or (e) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances.

(ii) The term "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substance into the environment (including, without limitation, the continuing migration of Hazardous Substances into, onto, or through the soil, surface water, or groundwater, and the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Substance), whether or not caused by, contributed to, authorized by, acquiesced to, or known to Landowner.

(iii) The term "Hazardous Substance" shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials, or pollutants which pose a hazard to the Easement Area or to persons on or about the Easement Area, or cause the Easement Area to be in violation of any Environmental Law; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material, or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including: CERCLA, 42 U.S.C. Section 9601, *et seq*.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901, *et seq*.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq*.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, *et seq*.; the California Hazardous Waste Control Law ("HWCL"), Cal. Health & Safety Code Section 25100, *et seq*., Hazardous Substance Account

Act ("HSAA"), Cal. Health & Safety Code section 25300, *et seq*., the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), Cal. Water Code Section 13000, *et seq*., the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited, regulated by any governmental authority, or may pose a hazard to the health and safety of the occupants of the Easement Area or the owners and/or occupants of property adjacent to or surrounding the Easement Area, or any other person coming upon the Easement Area or adjacent property; and (e) any other chemical, materials, or substance which may or could pose a hazard to the environment.

27. **Interpretation.** This instrument shall be interpreted under the laws of the State of California, without regard to its conflict of laws principles, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its Conservation Purposes. If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.

28. **Captions.** The captions in this Easement have been inserted solely for convenience of reference and shall have no effect upon construction or interpretation.

29. **Perpetual Duration.** The covenants, terms, conditions, and restrictions of this Easement Deed shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, permitted assigns, personal representatives and heirs and shall constitute a servitude running in perpetuity with the Easement Area.

30. **Termination of Rights and Obligations**. A Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in the Easement or Easement Area, except as otherwise provided in Section 26(b) above, and except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

31. **Joint and Several Liability**. At any time that more than one person or entity owns an undivided fee interest in a parcel included in whole or in part within the Easement Area, each such person or entity shall be jointly and severally liable with each other person or entity having an undivided fee title interest in the Easement Area for all of the obligations of Landowner under this Easement.

32. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by any other common method whereby receipt is confirmed, and addressed as follows or to such other address as either party from time to time shall designate by written notice to the other.

To LANDOWNER: _____
_____
_____
_____

To RANGELAND TRUST: California Rangeland Trust
Attn: Conservation Director
3900 Lennane Drive, Suite 210
Sacramento, CA 95834
Phone: 916-444-2096

When personally delivered, notice is effective upon delivery. When mailed by certified mail, postage prepaid, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt. When delivered by an overnight delivery service, notice is effective on delivery, if delivery is confirmed by the delivery service.

33. **Condemnation.** This Easement constitutes a real property interest immediately vested in Rangeland Trust. If the Easement Area is taken, in whole or in part, by exercise of the power of eminent domain, Rangeland Trust shall be entitled to compensation in accordance with applicable law for the value of the Easement taken, and Landowner shall be entitled to compensation in accordance with applicable law for the value of the underlying fee title taken. For the purposes of this Section, the Parties agree that the fair market value of this Easement will be determined by multiplying the fair market value of the Easement Area unencumbered by the Easement ***[,minus any increase in value attributable to improvements made after the Effective Date,]*** by _____ percent, which the Parties agree is the ratio of the value of this Easement to the value of the Easement Area unencumbered by this Easement as of the Effective Date, as determined by an appraisal approved by the Parties as of the Effective Date. Rangeland Trust shall use all proceeds received as an award in a condemnation proceeding for a taking of this Easement in a manner consistent with the Conservation Purposes. *The Parties intend by the provisions of this Section to satisfy the requirements of 26 C.F.R. § 1.170A-14(g)(6) as applicable on the Effective Date.*

34. **Extinguishment**. If circumstances arise in the future that render the Conservation Purposes impossible to accomplish, including circumstances resulting from a default under this Easement, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the compensation to which Rangeland Trust shall be entitled from any sale, exchange or involuntary conversion of all or any portion of the Easement Area subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by California law at the time, in accordance with Section 33. Rangeland Trust shall use all such proceeds in a manner consistent with the Conservation Purposes of this Easement.

[Insert/replace Section 34 if any portion of the easement value is donated: Pursuant to IRS Notice 2023-30, Grantor and Grantee agree that, if a subsequent unexpected change in the conditions surrounding the property that is the subject of a donation of the perpetual conservation restriction renders impossible or impractical the continued use of the property for conservation purposes, the conservation purpose can nonetheless be treated as protected in perpetuity if (1) the restrictions are extinguished by judicial proceeding and (2) all of Grantee's portion of the proceeds (as determined by Section 35) from a subsequent sale or exchange of

the property are used by Grantee in a manner consistent with the Conservation Purposes of the original contribution.]

35. **Compensation.** This Easement constitutes a real property interest immediately vested in Rangeland Trust. For the purposes of the Section entitled Extinguishment, the Parties agree that the fair market value of this Easement as of the date of the termination or extinguishment shall be the amount of compensation due Rangeland Trust as the result of such termination or extinguishment. Such fair market value of this Easement will be determined by multiplying the fair market value of the Easement Area as if it were unencumbered by this Easement **[,** minus any increase in value attributable to improvements made after the Effective Date,**]** by the greater of (i) the ratio of the value of this Easement at the time of its termination or extinguishment to the value of the Easement Area as if unencumbered by this Easement at that time, or (ii) __ percent (which the Parties agree is the ratio of the value of the Easement to the value of the Easement Area unencumbered by this Easement as determined by the appraisal previously approved by the Parties). The fair market values of the Easement Area and this Easement as of the date of termination or extinguishment shall be determined by a complete appraisal conducted by a qualified appraiser approved by the Parties. The cost of such appraisal shall be borne by the party who initiates the judicial action for termination or extinguishment. *The Parties intend by the provisions of this Section to satisfy the requirements of 26 C.F.R. § 1.170A-14(g)(6)(ii) as applicable on the Effective Date.*

[Insert/replace if any portion of the easement value is donated: Determination of Proceeds: Grantor and Grantee agree that the donation of the perpetual conservation restriction gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction, at the time of the gift, bears to the fair market value of the property as a whole at that time. The proportionate value of Grantee's property rights remains constant such that if a subsequent sale, exchange, or involuntary conversion of the subject property occurs, Grantee is entitled to a portion of the proceeds at least equal to that proportionate value of the perpetual conservation restriction, unless state law provides that the donor is entitled to the full proceeds from the conversion without regard to the terms of the prior perpetual conservation restriction. The Parties intend by the provisions of this Section to satisfy the requirements of IRS Notice 2023-30 as applicable on the effective date.]

36. **Laws Currently in Effect.** All references in this Easement to statutes, regulations and other laws shall be deemed to refer to those statutes, regulations and laws currently in effect, or as amended (or any successor provision then applicable).

37. **Recordation.** Rangeland Trust shall promptly record this instrument in the official records of the county(ies) identified in Recital A, above, and promptly notify the Landowner through the mailing of a conformed copy of the recorded Easement.

38. **Entire Agreement.** This instrument sets forth the entire agreement of the Parties with respect to the Easement Area and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement Area, all of which are herein merged.

39. **Counterparts.** The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against any party who has signed it. Counterpart signature pages and notary acknowledgments may be attached hereto to constitute a single legal document for recording. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

40. **Written Approval; Landowner to Bear Costs and Expenses of Review.** Whenever Rangeland Trust's permission, consent, or approval is required pursuant to this Easement, such permission, consent, or approval shall be obtained in advance and in writing from Rangeland Trust. Except as otherwise provided in this Easement, whether permission, consent, or approval should be granted or denied shall be determined based upon the purposes of this Easement and shall not be unreasonably withheld or delayed. Landowner shall be solely responsible for bearing all reasonable costs and expenses incurred by Rangeland Trust, including, without limitation, reasonable attorneys' and consultants' fees and costs, in connection with: (i) Rangeland Trust's review of any request by Landowner for Rangeland Trust's permission, consent, or approval of any development or other use of the Easement Area for which Rangeland Trust's discretionary permission, consent, or approval is required under this Easement; and (ii) Rangeland Trust's participation, at Landowner's request, in any regulatory proceeding for consideration of proposed development or other use of the Easement Area allowed under this Easement.

41. **Compliance with Applicable Laws**. Landowner remains solely responsible for obtaining any applicable governmental permits or other approvals for any activity or use allowed under this Easement. No right or privilege granted in this Easement, nor any right retained by Landowner, shall be interpreted as exempting Landowner from complying with all statutes, laws, ordinances, rules, regulations, codes, orders, or other restrictions applicable to the Easement Area.

42. **Exhibits.** The exhibits attached hereto are incorporated herein by this reference:

Exhibit A: Easement Area Legal Description
Exhibit B: Easement Area Map
Exhibit C: Approved Encumbrances
Exhibit D: Access Route Easement (If Applicable)

43. **Effective Date.** This Easement is effective upon recordation in the Official Records of the county(ies) identified in Recital A.

Agreed to and executed by:

LANDOWNER:

_____ _____
Date

CALIFORNIA RANGELAND TRUST

By: _____ _____
Date

Its: _____

[Add notary acknowledgments.]

CALIFORNIA RANGELAND TRUST
Standard Agricultural Conservation Easement

Exhibit A

Easement Area Description

Insert legal description. Confirm legal description matches description on the latest title report, and prior to closing compare with pro forma title policy legal description.

CALIFORNIA RANGELAND TRUST

Standard Agricultural Conservation Easement

Exhibit B

Easement Area Map

Insert map of the Easement Area showing the following items:

Residential Building Envelope – Section 4(c)

Agricultural Intensified Areas – Section 12

Existing Buildings, major public and private roads, streams, stock ponds, any other major features

CALIFORNIA RANGELAND TRUST
Standard Agricultural Conservation Easement

Exhibit C

Approved Encumbrances

CALIFORNIA RANGELAND TRUST
Standard Agricultural Conservation Easement

Exhibit D

Access Route Easement (If Needed)

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE ALTAMONT LANDFILL OPEN SPACE COMMITTEE'S RECOMMENDATION TO FUND THE TRI-VALLEY CONSERVANCY GRANT REQUEST IN THE AMOUNT OF $25,000 FOR CONSULTANT SERVICES

The City of Livermore's General Plan includes goals for long-term preservation of open space, including low-intensity agriculture, habitat protection, watershed management, and recreational uses.

In 1996, Alameda County certified an Environmental Impact Report and approved a conditional use permit for expansion of the Altamont Landfill by Waste Management of Alameda County, Inc., resulting in litigation.

In 1999, the parties to the lawsuit (i.e., Alameda County, the cities of Livermore and Pleasanton, the Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc.) entered into a settlement agreement relating to the proposed expansion of the Altamont Landfill ("Settlement Agreement").

The Settlement Agreement provides for collection of a fee allocated to an Open Space Account for expenditure on open space acquisitions in fee or permanent easements. The Settlement Agreement required Alameda County to convene an advisory committee comprised of four members (i.e., one member appointed by Alameda County, the City of Livermore, the City of Pleasanton, and the Sierra Club, respectively) ("Open Space Committee").

The Settlement Agreement permits up to five percent (5%) of funds received in the Open Space Account in any given year to be expended for the services of independent consultants to aid the Open Space Committee in carrying out its duties to identify open space areas in need of protection. The Open Space Committee has utilized the services of independent consultants to identify properties of significant value for preservation and land protection.

The Settlement Agreement assigns the Open Space Committee the responsibility to make recommendations on priority lists and allocations for the expenditure of the Open Space Account funds and then requires the County and the respective city (depending upon the acquisition area) to determine whether the Open Space Committee's recommendation is consistent with the Settlement Agreement and the Open Space Committee's priorities. The City of Livermore, Alameda County, and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the eastern acquisition priority area that receives 80% of the Open Space Account funds. The City of Pleasanton, Alameda County, and the Sierra Club represent

the voting members of the Open Space Committee for acquisitions in the western acquisition priority area that receives 20% of the Open Space Account funds.

On July 18, 2025, and pursuant to Section 7.4.7 of the Settlement Agreement, the Open Space Committee considered and approved a grant request from Tri-Valley Conservancy for a conservation values study to evaluate conservation values in an unincorporated area of Alameda County, east of Greenville Road up to the South Bay Aqueduct between I-580 to the north and the intersection of the Aqueduct with Greenville Road to the south. The study is intended to provide a framework document to assist decision-makers and the public with the existing values and appropriate land uses in the area.

The Open Space Committee recommended expending $25,000 from the Open Space Account and recommended the Livermore City Council and the Alameda County Board of Supervisors determine that the expenditure is consistent with the Settlement Agreement and the Open Space Committee's priorities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that, based upon its own independent review of the entire record, it hereby determines that the Open Space Committee's recommended expenditure of Open Space Account funds for consultant services, and their expenditure, is not a project under the California Environmental Quality Act ("CEQA") and CEQA Guidelines section 15378 because an approval of the expenditure of funds would not approve physical development or change the environment. Therefore, no environmental review is required.

BE IT FURTHER RESOLVED, by the City Council of the City of Livermore that based upon its own independent review of the entire record it hereby finds the Open Space Committee's recommendation for the expenditure of $25,000 of Altamont Open Space Funds to fund the grant request by Tri-Valley Conservancy for a conservation values study to assist the Committee's decision-making for acquisitions and to identify open space land and easement areas in need of protection is consistent with the Livermore General Plan Open Space and Conservation policies and the acquisition priorities set forth in the Settlement Agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Molly O'Toole
Molly O'Toole
Assistant City Attorney

Exhibit A – TVC Grant Application

PLANNING DEPARTMENT

ALAMEDA COUNTY
Community Development Agency

224 W. Winton Ave., Room 111
Hayward, CA 94544

phone 510.670.5400
fax 510.785.8793
www.acgov.org/cda

Application for Grant Funding

Alameda County Altamont Landfill Open Space Fund

GRANTEE INFORMATION

Name of Applicant Requesting Funding (Project Sponsor): *Tri-Valley Conservancy*

Project Manager or Contact Person: *Rebecca Spector, Executive Director*

Mailing Address: [redacted]

Telephone Number: [redacted] Fax Number: [redacted]

E-mail Address: [redacted]

Is the Applicant a Non-profit or 501(c)(3) organization: [redacted] Yes ☐ No

Federal Tax Identification Number: [redacted]

LANDOWNER INFORMATION

Name of Landowner: *Various*

Mailing Address:

Telephone Number: Fax Number:

E-mail Address:

PROJECT INFORMATION

Project Title: *East of Greenville Conservation Study*

Project Location: *An 1,100-acre area east of Greenville Road outside of the City of Livermore in Alameda County, California*

Jurisdiction in which property is located: *Alameda County*

Land use designation and zoning applicable to the property: *Large Parcel Agriculture (LPA); Agriculture (A), Planned Development (PD)*

PROJECT OBJECTIVE

The City of Livermore General Plan Update process considered the possibility of incorporating the area east of Greenville Road up to the South Bay Aqueduct (SBA) between I-580 to the north and the intersection of the SBA with Greenville Road to the south. To provide a resource and public guidance document, Tri-Valley Conservancy (TVC) has commissioned a conservation values study to evaluate the conservation values in this unincorporated area of Alameda County. Monk & Associates, a biological firm with significant experience in the area, is conducting the study. Their work provides developers (e.g., housing developers, commercial developers, and pipeline companies) with the ability to develop their lands yet at the same time protect other lands in the vicinity that support special-status species and sensitive communities in perpetuity.

The Critical Conservation Resources to be evaluated in the East of Greenville Conservation Study include: sensitive vegetation communities; wetlands and waterways; special-status botanical occurrences and habitat; special-status wildlife occurrences and habitat; potential wildlife corridors; potential trail corridors; agricultural lands; land use designations; existing protected lands; and proposed development lands. From Monk & Associates literature review, aerial photo interpretation, and on-site survey, a description of plant communities/wildlife habitats, existing land uses, and the potential presence for special-status plant and animal species and/or their habitats in the study area will be evaluated and discussed. The purpose of this work is to identify the best and most efficient use of all lands evaluated. This study is intended to provide a framework document to assist decision-makers and the public on the existing values in the area and appropriate land uses in the area.

Funding Requested: *$25,000*

Total Project Cost (including in-kind contributions): $60,000

Itemized Project Expenses, including transaction costs:
(Include all project expenses; indicate those that would be paid for with Altamont funds.

Itemized Expenses	Requested funding with this proposal	Funded by another (Identify the source)
1. Consultant Cost	*$25,000*	*$20,000 – Tri-Valley Conservancy* *$10,000 – Friends of Livermore* *$5,000 – City of Livermore (applied)*

Please Note: *This project is not an acquisition, but an area study to evaluate resources for conservation.*

Proposed funding date: *November 2025*

Estimated completion date of project: *December 2025*

Is the property currently under a Williamson Act contract? ☐ Yes ☐ No

If yes, has a notice of non-renewal been filed? ☐ Yes ☐ No

If yes, when does the contract expire?

Are there other easements or deed restrictions on the property (e.g., conservation easements, access roads, utility lines, pipelines, etc.)? Are other easements currently being negotiated? ☐ Yes ☐ No

Who will hold fee title to the land or hold the easement? *N/A*

Is that entity aware of this project? ☐ Yes ☐ No

If yes, provide name and contact information of the appropriate representative:

Signature of Applicant: Rebecca Spector Date: July 7, 2025

PROJECT DESCRIPTION

Describe how the project meets the ALOSC funding criteria.

1. Significant Native Biodiversity Value

   The study will identify native biodiversity value through field visits, aerial photography, and historical records. This area has been identified as a hotspot for species requiring compensatory mitigation and is listed as essential to the biodiversity of the Conservation Lands Network. The area has several large identified vernal pools and wetlands that support local native species. The study will be able to identify all relevant native biodiversity to be prioritized for preservation.

2. Significant Visual and/or Non-motorized Recreational Value

   Trails have been planned or envisioned in the East of Greenville area in several visioning and planning documents for Alameda County, EBRPD, LARPD, and the City of Livermore. This includes routes along the South Bay Aqueduct and through the East of Greenville area to service the Murray Township. The study will provide recommendations for the most important corridors to have for recreational access.

3. Strategic Value in Land Protection

   The Tri-Valley Conservancy within its capacity, is partnering with local stakeholders to conduct a conservation values study of the East of Greenville to determine the ecological, agricultural and recreational resources that may need to be mitigated or preserved with the development of this area. TVC has previously conducted a Natural Resources Conservation Study in North Livermore in 2009 which analyzed the conservation values of the region, as well as methods of conservation. This document has been instrumental in prioritizing the resources and values in North Livermore that are the highest priority for conservation. We are looking to provide a similar resource with this study.

4. Additional Funding Sources

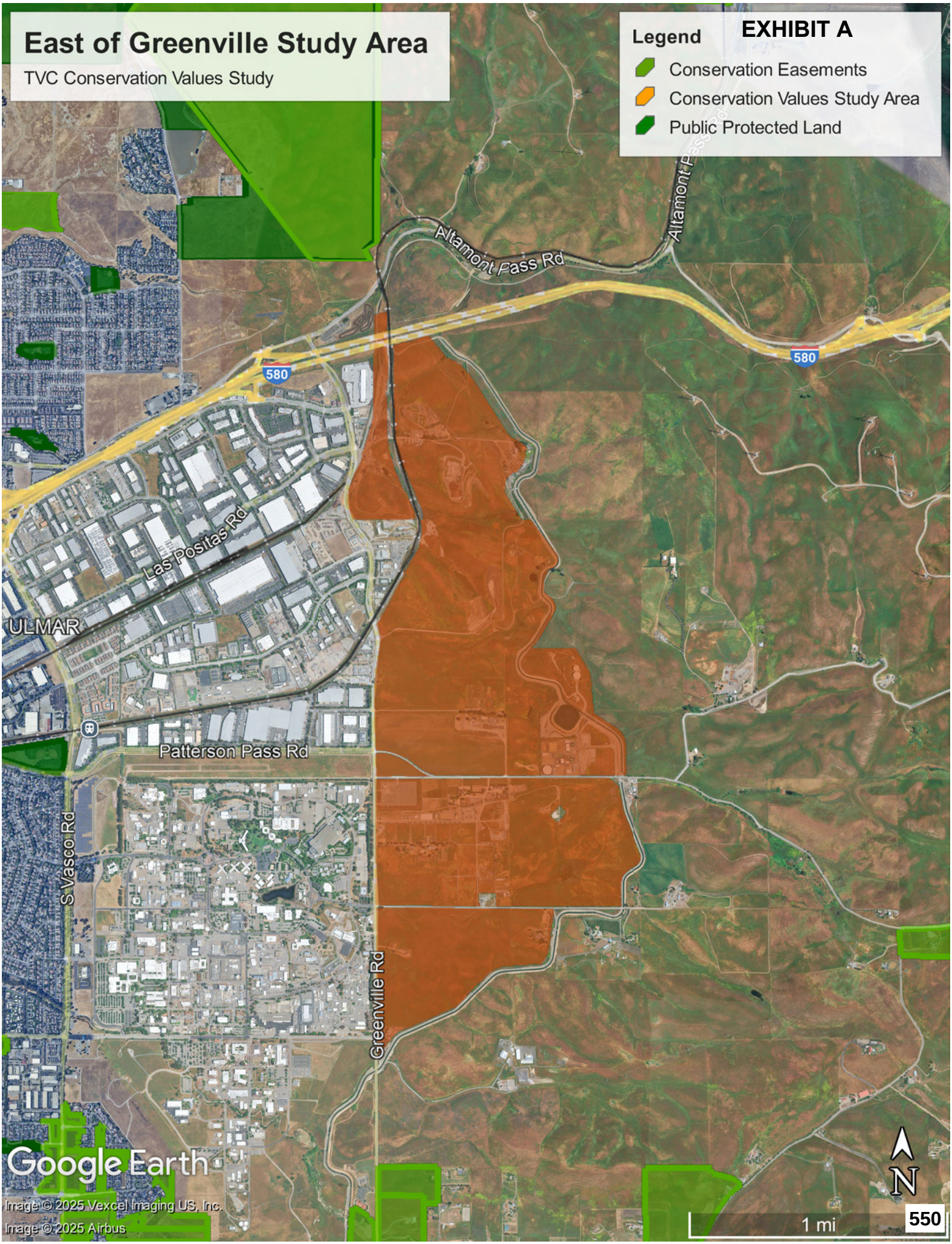
   Tri-Valley Conservancy is engaging in a collaborative stakeholder effort and is sourcing funding from parties involved.

5. Willing Sellers

   TVC is interfacing with landowners and stakeholders throughout this process to ensure their continued engagement and involvement in the study process.

Describe how the property will be operated and maintained (e.g., if donated to the East Bay Regional Park District, an agreement showing that EBRPD is willing to accept and maintain the property; if a conservation easement is proposed, indicate what the easement holder's monitoring plan is for the property.)

Properties will continue to be operated and maintained by their landowners throughout this process.


East of Greenville Study Area
TVC Conservation Values Study
Legend
EXHIBIT A
Conservation Easements
Conservation Values Study Area
Public Protected Land
Altamont Pass Rd
580
Las Positas Rd
ULMAR
Patterson Pass Rd
S Vasco Rd
Greenville Rd
Google Earth
Image © 2025 Vexcel Imaging US, Inc.
Image © 2025 Airbus
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IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE ALTAMONT LANDFILL OPEN SPACE COMMITTEE'S RECOMMENDATION TO FUND THE TRI-VALLEY CONSERVANCY GRANT REQUEST IN THE AMOUNT OF $500,000 FOR THE PURCHASE OF THE ALTAMONT HILLS PROPERTY (32-ACRES) IN EASTERN ALAMEDA COUNTY (APN: 99-5680-4)

The City of Livermore's General Plan includes goals for long-term preservation of open space, including low-intensity agriculture, habitat protection, watershed management, and recreational uses.

In 1996, Alameda County certified an Environmental Impact Report and approved a conditional use permit for expansion of the Altamont Landfill by Waste Management of Alameda County, Inc., resulting in litigation.

In 1999, the parties to the lawsuit (i.e., Alameda County, the cities of Livermore and Pleasanton, the Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc.) entered into a settlement agreement relating to the proposed expansion of the Altamont Landfill ("Settlement Agreement").

The Settlement Agreement provides for collection of a fee allocated to an Open Space Account for expenditure on open space acquisitions in fee or permanent easements. The Settlement Agreement required Alameda County to convene an advisory committee comprised of four members (i.e., one member appointed by Alameda County, the City of Livermore, the City of Pleasanton, and the Sierra Club, respectively) ("Open Space Committee").

The Settlement Agreement establishes criteria that limits the use of the Open Space Account to acquisitions of properties having significant value for (1) preservation of native biological diversity and/or wildlife, and/or (2) for visual character and/or non-motorized recreation. The Open Space Committee has developed and utilized additional criteria for the use of the Open Space Account, including strategic value in land protection, additional funding sources, and willing sellers.

The Settlement Agreement assigns the Open Space Committee the responsibility to make recommendations on priority lists and allocations for the expenditure of the Open Space Account funds and then requires the County and the respective city (depending upon the acquisition area) to determine whether the Open Space Committee's recommendation is consistent with the Settlement Agreement and the Open Space Committee's priorities. The City of Livermore, Alameda County, and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the eastern acquisition priority area that receives 80% of the Open Space Account funds. The City of Pleasanton, Alameda County, and the Sierra Club

represent the voting members of the Open Space Committee for acquisitions in the western acquisition priority area that receives 20% of the Open Space Account funds.

On July 18, 2025, and pursuant to Section 7.4 of the Settlement Agreement, the Open Space Committee considered Tri-Valley Conservancy's grant application in the amount of $500,000 to acquire the Altamont Hills Property (32 acres – APN 99-5680-4). The Open Space Committee recommended expending $500,000 from the Open Space Account and recommended the Livermore City Council and the Alameda County Board of Supervisors determine that the expenditure is consistent with the Settlement Agreement and the Open Space Committee's priorities.

The Altamont Hills Property meets the funding criteria set forth in the Settlement Agreement and has been identified as part of a unique wildlife crossing under the I-580 freeway. The property is currently unmanaged grassland with potential upland habitat for California Tiger Salamander, California Red Legged Frog, and is a critical link for species migration across the Diablo Range. The property is identified as a conservation priority within the East Alameda County Resource Conservation Study and by the Alameda County Resource Conservation District. Additionally, the property is less than one mile away from the City of Livermore, making it a key conservation priority for preserving the urban greenbelt around the city.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that, based upon its own independent review of the entire record, it hereby determines that the Open Space Committee's recommended expenditure of Open Space Account funds, and their expenditure for the acquisition of the Altamont Hills Property, is not a project under the California Environmental Quality Act ("CEQA") and CEQA Guidelines section 15378 because an approval of the expenditure of funds would not approve a physical development project, would not physically change the environment, and would help preserve natural habitat. Therefore, no environmental review is required.

BE IT FURTHER RESOLVED, by the City Council of the City of Livermore that based upon its own independent review of the entire record it hereby finds the Open Space Committee's recommendation for the expenditure of $500,000 from the Open Space Account to fund the grant request by Tri-Valley Conservancy to purchase the Altamont Hills Property is consistent with the acquisition priorities set forth in the Settlement Agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Molly O'Toole
Molly O'Toole
Assistant City Attorney

Exhibit A – TVC Grant Application Altamont Hills

PLANNING DEPARTMENT

ALAMEDA COUNTY
Community Development Agency

224 W. Winton Ave., Room 111
Hayward, CA 94544

phone 510.670.5400
fax 510.785.8793
www.acgov.org/cda

Application for Grant Funding

Alameda County Altamont Landfill Open Space Fund

GRANTEE INFORMATION

Name of Applicant Requesting Funding (Project Sponsor): *Tri-Valley Conservancy*

Project Manager or Contact Person: *Diana Roberts, Conservation Manager*

Mailing Address: [redacted]

Telephone Number: [redacted] Fax Number: [redacted]

E-mail Address: [redacted]

Is the Applicant a Non-profit or 501(c)(3) organization: [redacted] Yes ☐ No

Federal Tax Identification Number: [redacted]

LANDOWNER INFORMATION

Name of Landowner: *Doris Brooks & Terry L. Brooks*

Mailing Address: *Doris Brooks* [redacted] *Terry L. Brooks* [redacted]

Telephone Number: *Doris Brooks* - [redacted] Fax Number:
Terry L. Brooks - [redacted]

E-mail Address: [redacted]

PROJECT INFORMATION

Project Title: *Altamont Hills Property Conservation Project*

Project Location: *US Hwy 50 East - Livermore, CA - APN: 099-5680-04*

Jurisdiction in which property is located: *Alameda County*

Land use designation and zoning applicable to the property: *Large Parcel Agriculture (LPA); Agriculture (A) District*

PROJECT OBJECTIVE

Tri-Valley Conservancy (TVC) is seeking to acquire the Altamont Hills property, a 32-acre parcel in unincorporated North Livermore, highly visible from I-580. This parcel has been identified by UC Davis's Road Ecology Center Wildlife Crossing Study as part of a unique wildlife crossing under the I-580 freeway. The property is currently unmanaged grassland with potential upland habitat for CTS, CRLF and is a critical link for species migration across the Diablo Range. Altamont Hills Property and the property to the southeast, currently being preserved, were identified as conservation priorities by within the East Alameda County Resource Conservation Study (EACRCS) Conservation Zone 5, TVC's priority conservation plan, Alameda County Resource Conservation District, and the City of Livermore. Additionally, this property is less than 0.2 miles from the City of Livermore, making it a key conservation priority for preserving the urban greenbelt around the city.

Funding Requested: *$500,000*

Total Project Cost (including in-kind contributions): $1,050,000

Itemized Project Expenses, including transaction costs:
(Include all project expenses; indicate those that would be paid for with Altamont funds.

Itemized Expenses	Requested funding with this proposal	Funded by another (Identify the source)
1. Selling Price	*$500,000*	*$500,000 – Wildlife Conservation Board (WCB)*
2. Transaction Costs		*$50,000 – California Council of Land Trusts (CCLT)*

Please Note: *Funding is still being applied for and is not guaranteed from a single source.*

Proposed funding date: *November 2025*

Estimated completion date of project: *December 2025*

Is the property currently under a Williamson Act contract? ■ Yes ☐ No

If yes, has a notice of non-renewal been filed? ☐ Yes ■ No

If yes, when does the contract expire?

Are there other easements or deed restrictions on the property (e.g., conservation easements, access roads, utility lines, pipelines, etc.)? Are other easements currently being negotiated? ☐ Yes ■ No

Who will hold fee title to the land or hold the easement? *Tri-Valley Conservancy*

Is that entity aware of this project? ■ Yes ☐ No

If yes, provide name and contact information of the appropriate representative: *Rebecca Spector, Executive Director*

Signature of Applicant:  Date: 07/07/2025

PROJECT DESCRIPTION

Thoroughly describe the full project and clearly indicate which portions are proposed for ALOSC funding.

Tri-Valley Conservancy (TVC) is seeking to acquire the Altamont Hills property, a 32-acre parcel in unincorporated North Livermore, highly visible from I-580 at the intersection of an active wildlife crossing site under the I-580 freeway at Greenville Road in Alameda County. Tri-Valley Conservancy is requesting financial assistance from the Altamont Open Space Fund for $500,000, representing half of the purchase price. Our goal with this acquisition is to conserve an identified wildlife crossing through the Diablo Range, bolster the urban growth boundary around the City of Livermore, and increase recreational access within the Murray Township trail system. The Altamont Hills Property is perfectly located to accomplish all of these goals.

The Altamont Hills Property and surrounding properties were identified as conservation priorities within the East Alameda County Resource Conservation Study (EACRCS) Conservation Zone 5, Alameda County Resource Conservation District, the City of Livermore, and TVC's Priority Conservation Plan.

This parcel has been identified by UC Davis's Road Ecology Center Wildlife Crossing Study as part of a unique wildlife crossing under the I-580 freeway. In early 2017, with a grant from the Altamont Open Space Fund and the Wildlife Conservation Board, the Alameda County Resource Conservation District (ACRCD) actively initiated discussions with potential stakeholders and began partnering with the Road Ecology Center at the University of California, Davis (UCD) to explore wildlife occurrence and movement in proximity to major transportation corridors surrounding the Livermore Valley. The study involved an initial field investigation of species occurrence, including camera trapping and track/sign collection and analysis of other wildlife databases such as UC Davis's California Roadkill Observation System and the US Geological Survey's Biodiversity Information Serving our Nation.

The structure with the most activity and species diversity is the under-crossing next to Greenville Road, immediately south of the Altamont Hills Property. The study identified this structure as currently critical to wildlife movement through the Diablo Range across I-580 and lies between Brushy Peak Regional Park and recently protected areas to the south. Their analysis supports the EACRCS proposal for "enhancement of linkages across 1-580 […] and protection of lands on the north side of the roadway".

The EACCS identified this area as a "pinch point" likely to support connectivity through the Altamont Hills. Objective 2.1 of the strategy call for independent conservation actions to protect and enhance functional linkages across major highways to allow for movement of species and to maintain connectivity for wildlife populations.

The property is currently unmanaged grassland with potential upland habitat for California tiger salamander, California red-legged frog and San Joaquin kit fox. With proper grasslands management, this property could be a critical link for these special status species' migration across the Diablo Range.

Additionally, TVC has identified this as a conservation priority area due to its proximity to the City of Livermore's urban growth boundary. Preserving this property will prevent further sprawl and retain the area's visual character. Finally, East Bay Regional Parks District, Livermore Area Recreation and Parks District, and Alameda County have identified this area as a key area for recreational access between Brushy Peak Regional Park and the potential South Bay Aqueduct trail to the south. This property has an access road that would enable access to the Aqueduct trail and provide a necessary link between the two open space areas.

The City of Livermore initially negotiated with the property owner for purchase before passing the project to TVC. TVC will be working with Livermore Area Recreation and Park District (LARPD) for future management and potential ownership.

TVC will be entering into a letter of intent with the property owner to purchase the property and will conduct due diligence efforts to assess the property's suitability for acquisition and resolve any identified issues. Tri-Valley Conservancy visited the property in May 2025, and we anticipate that due diligence will take approximately 90 days. Tri-Valley Conservancy is requesting financial assistance to cover half of the purchase price, up to $500,000.

Describe how the project meets the ALOSC funding criteria.

1. Significant Native Biodiversity Value

The property is in the Altamont, adjacent to I-580, and is comprised of annual grasslands. The Altamont is part of the Diablo Range, which connects Mt Diablo to Mt Hamilton and serves as a major wildlife linkage for a variety of species. Additionally, The Altamont Hills Property is accessed from Altamont Pass Road across Arroyo Las Positas, which borders the property on three sides and supports Alkali wetlands and is an important conservation priority for the rich biodiversity it supports.

This property is in Conservation Zone (CZ) 5 in the East Alameda County Conservation Strategy (EACCS). The EACCS highlights the importance of the Greenville Road undercrossing and calls for the enhancement of linkages across I-580 for San Joaquin kit fox and protection of lands on the north side of the roadway.

The UC Davis Study had more than 5 cameras posted along the undercrossing and identified usage of the undercrossing by 12 wild mammal species, including 9 native mammal species. The Greenville Underpass saw sightings of American Badger, Black-tailed Jackrabbit, Bobcat, California Ground Squirrel, Coyote, Desert Cottontail, Eastern Fox Squirrel, Gray Fox, Mule Deer, Raccoon, Red Fox, Striped Skunk, and Virginia Opossum.

Additionally, according to the University of California Agriculture and Natural Resources (UCANR) mapping database, the property receives the highest rating of 1 for Bird Areas and Critical Linkage. Habitat and species maps from the California Natural Diversity Database indicate the property is within Federally-designated critical habitat for California red-legged frog and is identified as potential upland habitat for the Federally designated California tiger salamander.

2. Significant Visual and/or Non-motorized Recreational Value

The property is part of the rolling slopes in Altamont Hills, visually prominent from Highway I-580 and vantage points in east Livermore. UCANR's mapping database provides a rating for properties that contain significant value for visual/ scenic qualities, and non-motorized recreational value. The rating system has a range between 0 and 1 (1 being the highest rating). The property received a rating of .99 for recreation and a rating of .52 for viewshed/ visual quality. Additionally, the property received the highest rating of 1 for Critical Link and Bird Areas.

Recently, this property, and the access road that crosses through it, have been contemplated for a north-south trail along the South Bay Aqueduct by multiple parks agencies, Alameda County, and the City of Livermore to enhance recreational opportunities in the Murray Township.

3. Strategic Value in Land Protection

This property is uniquely located to provide a critical wildlife linkage across I-580, preserve the greenbelt and viewshed around the City of Livermore, and provide recreational opportunities to residents. The Altamont Hill property is the missing link between the Brushy Peak Regional Preserve and the recently preserved Goeken Property to the north, and the Greenville Property to the south. Acquisition will preserve wildlife connectivity conservation values, while also providing an opportunity to enhance the natural grasslands through active management. This is important not only for native species, but for wildfire fuel mitigation near the City. The California Department of Forestry and Fire Protection (CAL FIRE) identifies this property as having moderate to high fire risk and was the site of a fire most recently in 2017. Active management of fuel will reduce the threat of wildfire, protecting natural values as well as local communities.

4. Additional Funding Sources

TVC is applying for additional funding from the Wildlife Conservation Board and the California Council of Land Trusts to cover purchase costs, due diligence, and closing costs. Additional funding may be sourced from grants and the community for restoration and enhancement projects on the property after acquisition.

5. Willing Sellers

Doris Brooks and Terry L. Brooks are willing sellers. TVC staff have been in contact with the property owner representative. The property owner's representative and TVC staff have negotiated a purchase price, and TVC is submitting a Letter of Intent to Purchase.

Describe how the property will be operated and maintained (e.g., if donated to the East Bay Regional Park District, an agreement showing that EBRPD is willing to accept and maintain the property; if a conservation easement is proposed, indicate what the easement holder's monitoring plan is for the property.)

As a part of the acquisition process, TVC will establish a long-term management plan to restore and maintain the property for wildlife habitat, open space, and recreational values. This plan will be created and executed collaboratively with local experts, partner agencies, and other organizations to ensure the greatest benefit. TVC will likely transition the property for long-term ownership to the local parks department.



Image © 2025 Vexcel Imaging US, Inc
Image © 2025 Airbus

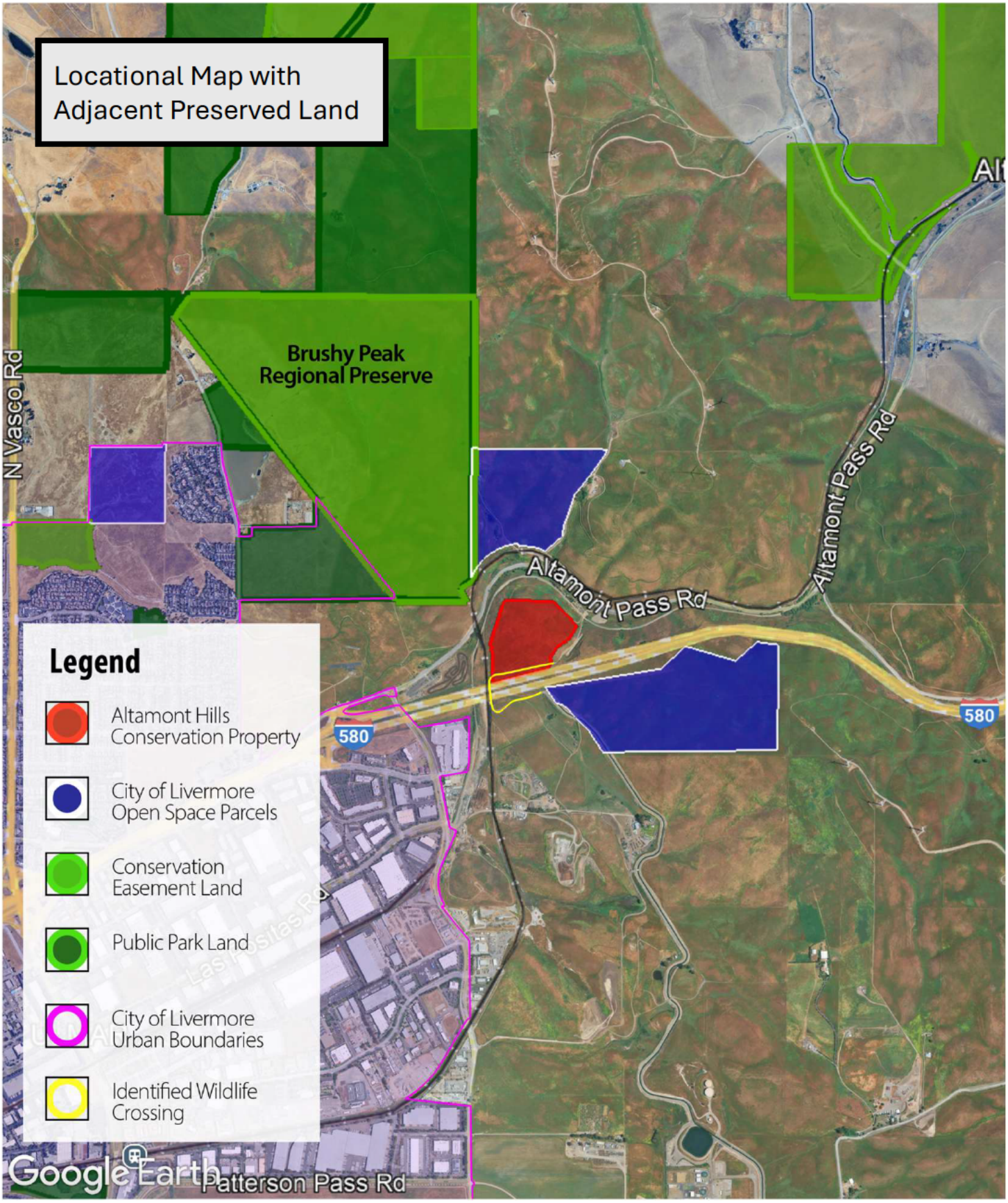
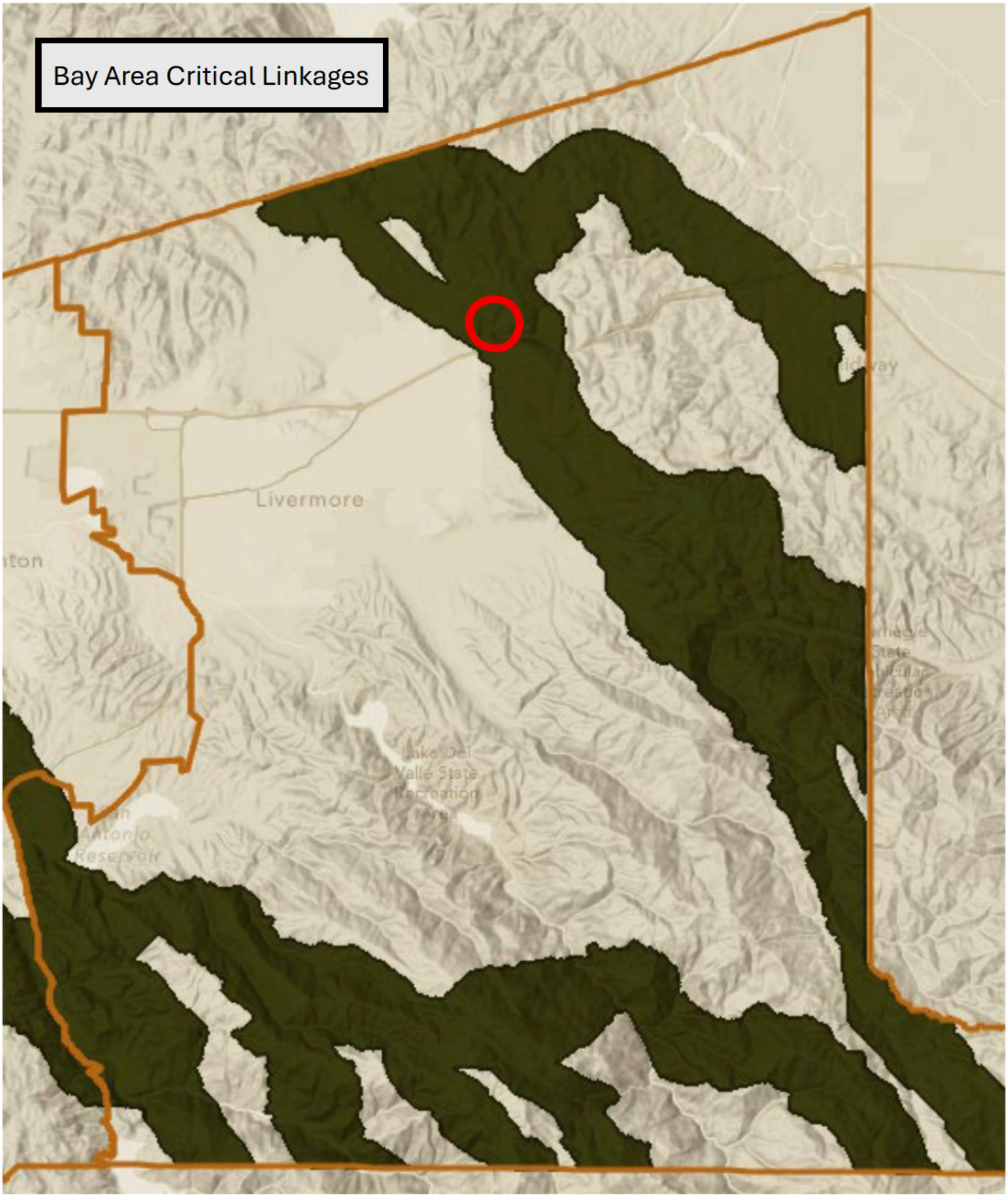


Image © 2025 Vexcel Imaging US, Inc
Image © 2025 Airbus

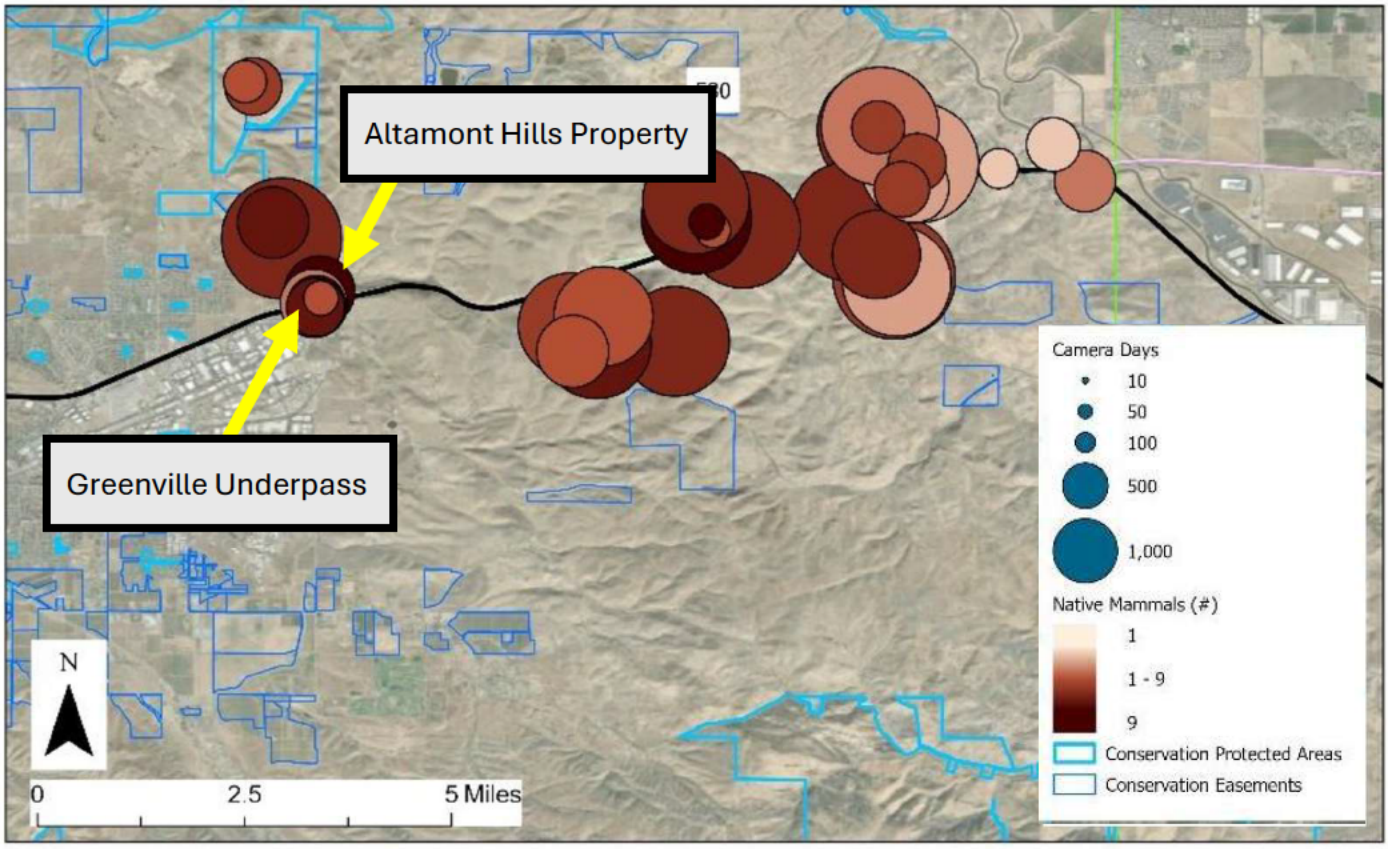

Bay Area Critical Linkages
Livermore



Bay Area Greenprint Critical Linkages

Native Mammal Presence along I-580 in Diablo Range

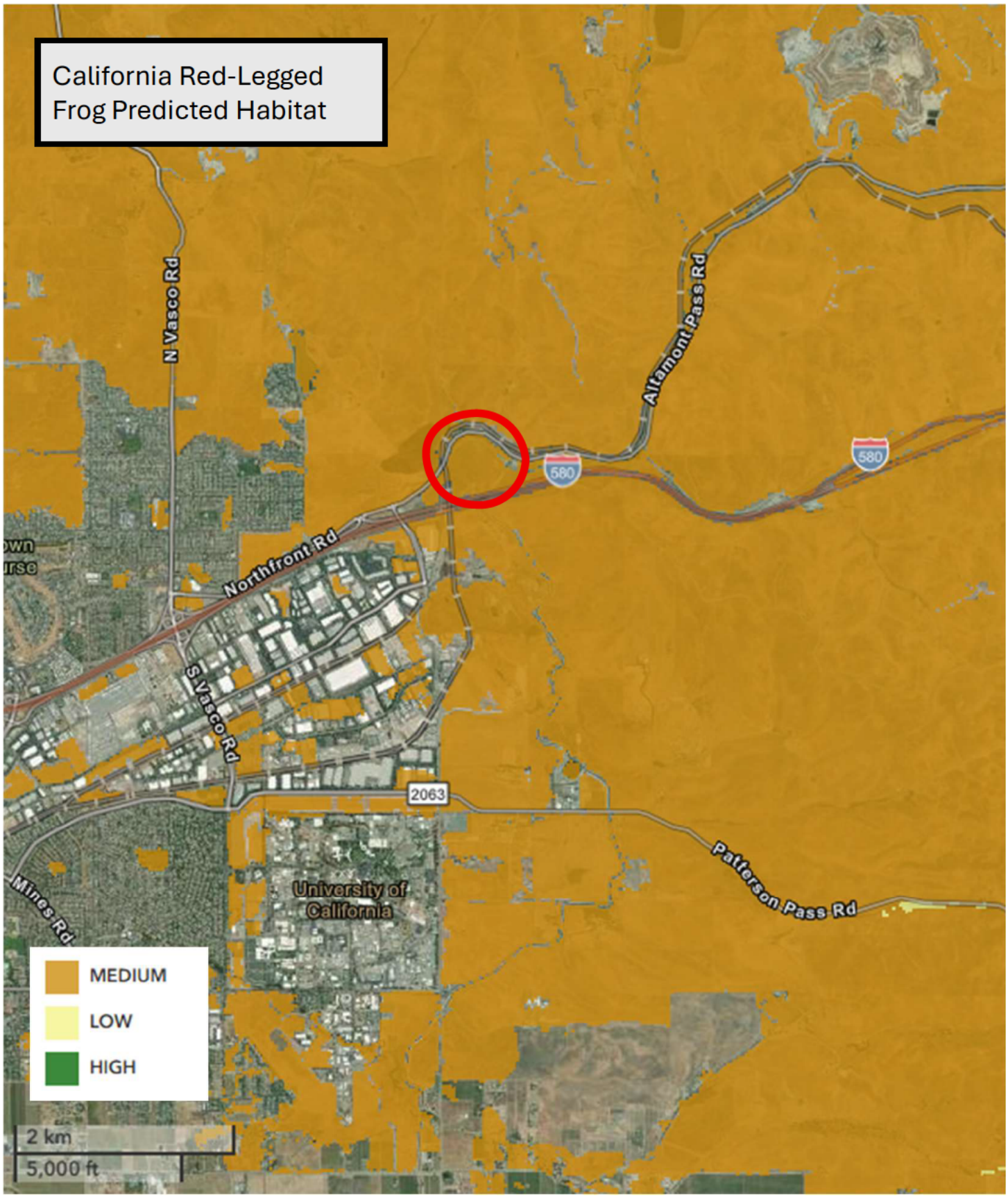
Shannon Species Diversity Score: **1.37**



Greenville Underpass Camera Data

Position	Camera Days	Distance from I-580 (m)	# of Wild Mammal Species	# of Native Mammal Species	# of NonNative Mammal Species
1	268	0	11	8	3
2	356	0	5	4	1
3	263	0	10	8	2
4	94	0	7	5	2
5	382	154	12	9	3

Wildlife Presence Adjacent to I-580 Alameda Landfill Open Space Committee Phase II Report 2024
Figure shows number of native mammal species and number of camera days for each monitored position for positions in the Diablo Range. Greenville Underpass saw sightings of American Badger, Black-tailed Jackrabbit, Bobcat, California Ground Squirrel, Coyote, Desert Cottontail, Eastern Fox Squirrel, Gray Fox, Mule Deer, Raccoon, Red Fox, Striped Skunk, Virginia Opossum.



Maxar | California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

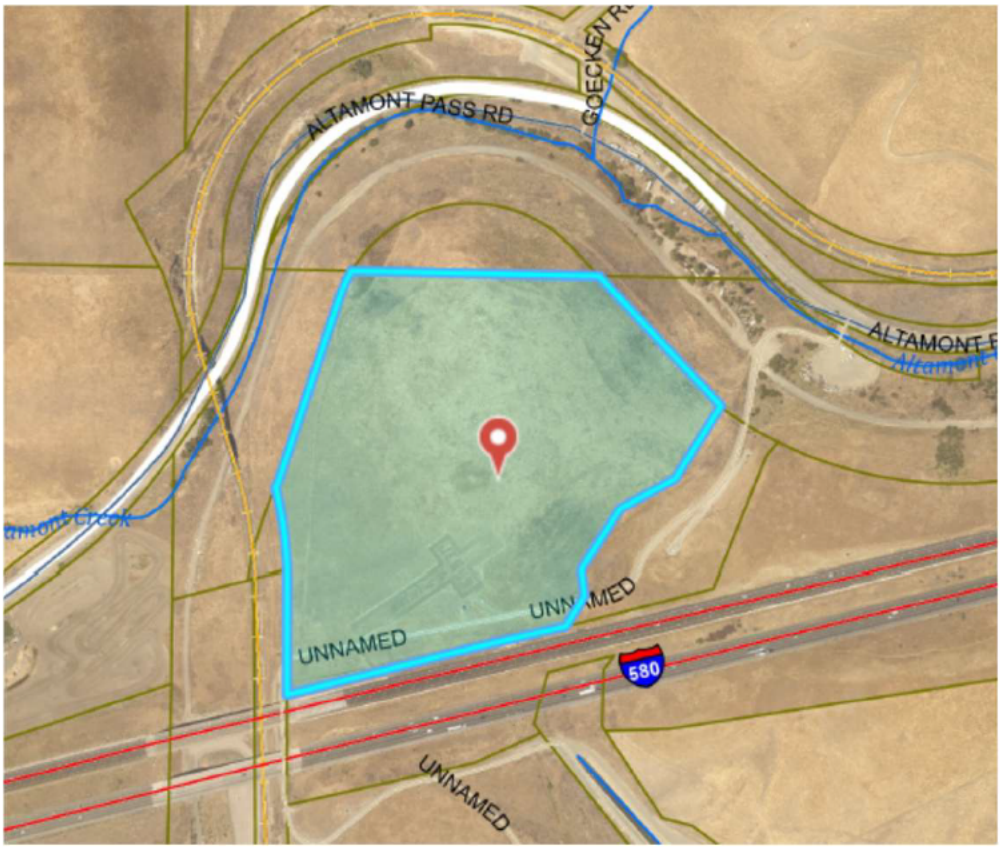


Maxar | California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

UC Agricultural and Natural Resources Data

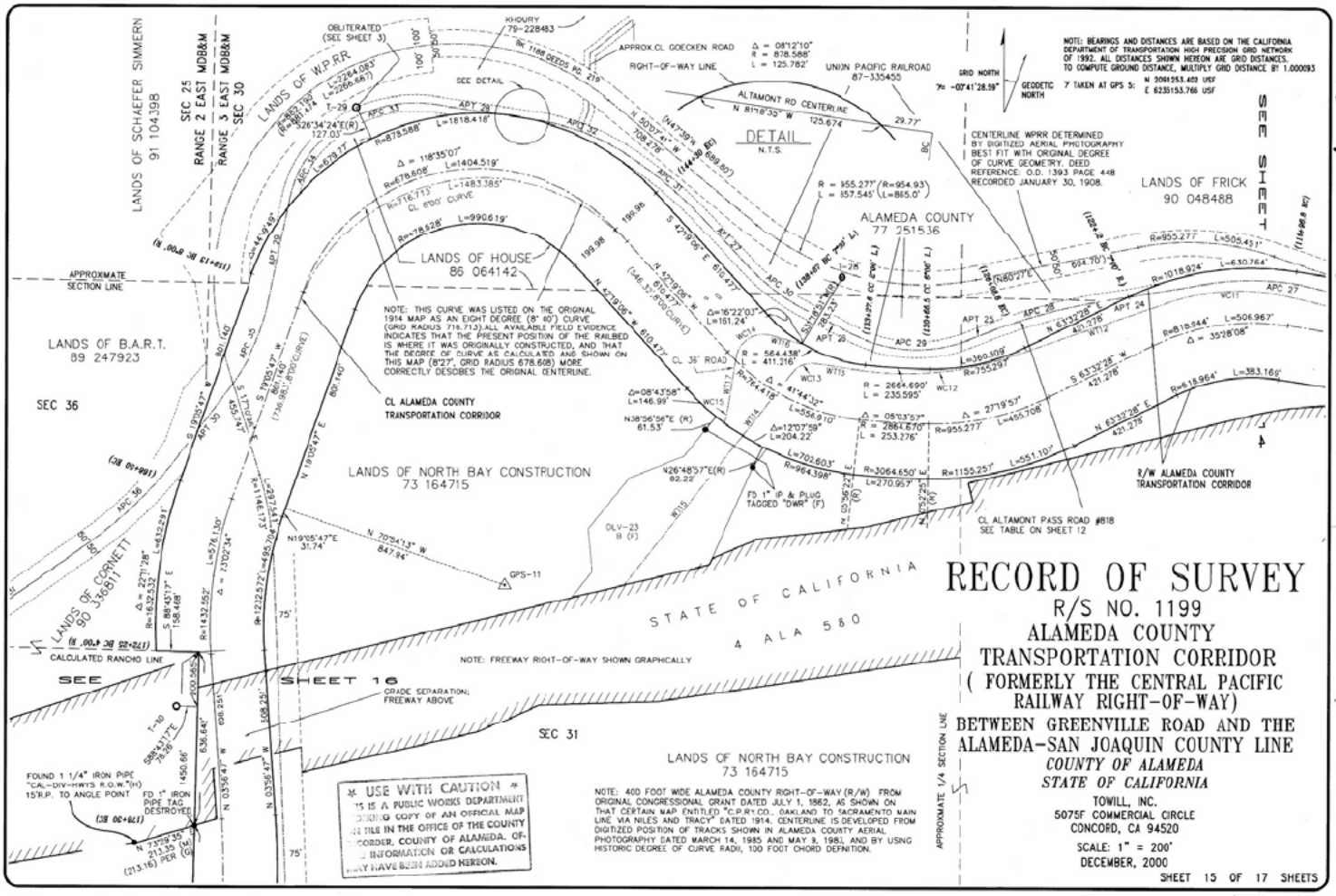
APN: 99B-5680-4

Acres	33.92
Bird Areas	1.00
Critical Link	1.00
Intensified Connectivity	0.47
Diffuse Connectivity	0.64
Channelized Connectivity	0.00
Recreation	0.99
Viewshed	0.52



University of California Agricultural and Natural Resources Data

Record of Survey of Surrounding Land Uses



Altamont Hills Property identified as Lands of North Bay Construction

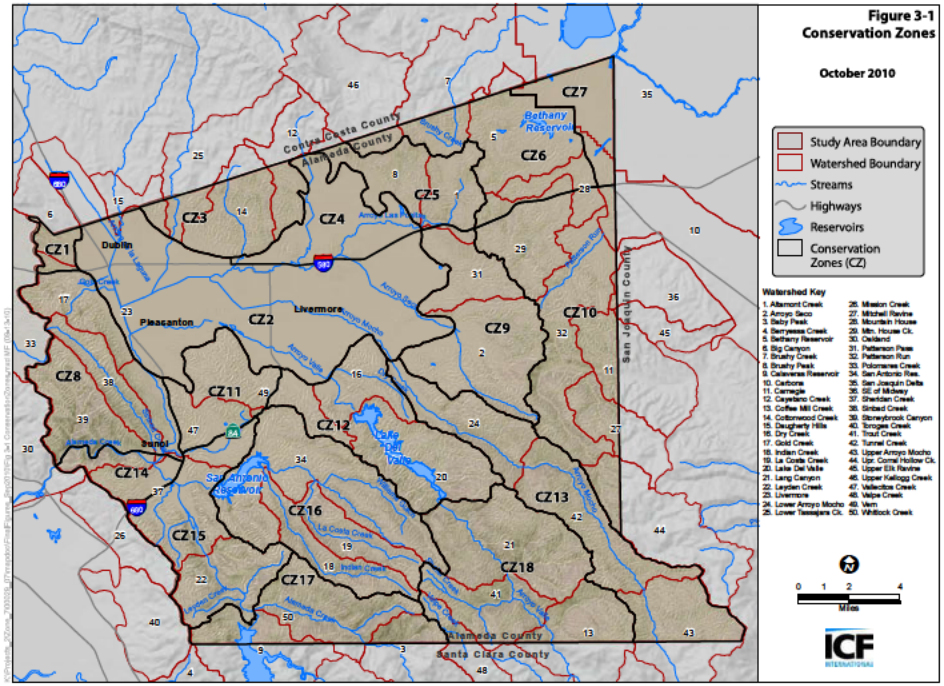


Figure 3-1
Conservation Zones
October 2010
Study Area Boundary
Watershed Boundary
Streams
Highways
Reservoirs
Conservation Zones (CZ)
Watershed Key
CZ1
CZ2
CZ3
CZ4
CZ5
CZ6
CZ7
CZ8
CZ9
CZ10
CZ11
CZ12
CZ13
CZ14
CZ15
CZ16
CZ17
CZ18
Dublin
Pleasanton
Livermore
Sunol
Bethany Reservoir
San Antonio Reservoir
Lake Del Valle
San Joaquin County
Contra Costa County
Alameda County
Santa Clara County
0 1 2 4
Miles
ICF

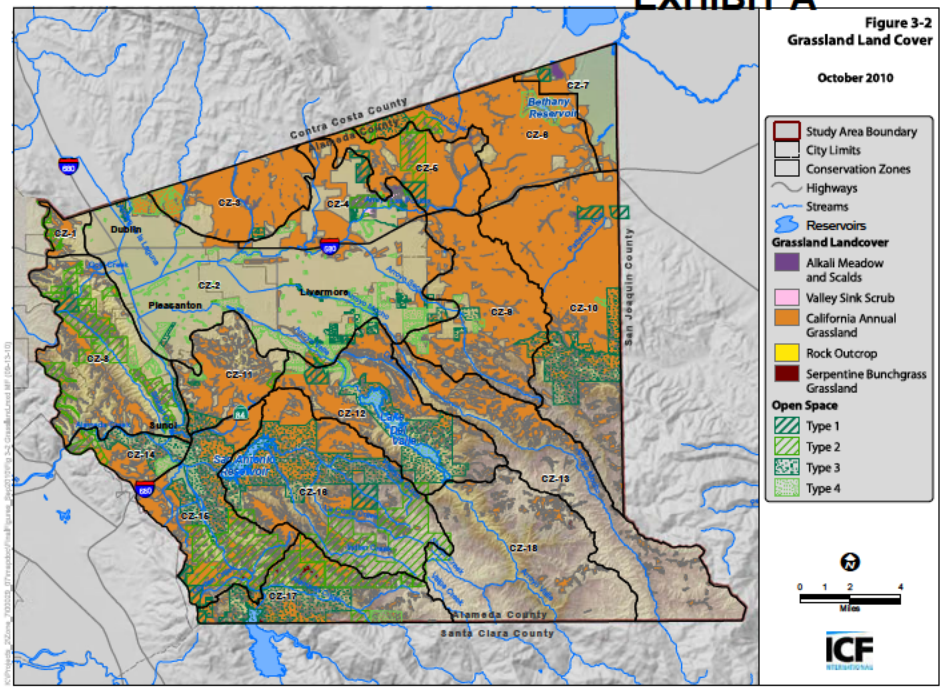


Figure 3-2
Grassland Land Cover
October 2010
Study Area Boundary
City Limits
Conservation Zones
Highways
Streams
Reservoirs
Grassland Landcover
Alkali Meadow and Scalds
Valley Sink Scrub
California Annual Grassland
Rock Outcrop
Serpentine Bunchgrass Grassland
Open Space
Type 1
Type 2
Type 3
Type 4
Dublin
Pleasanton
Livermore
Sunol
Bethany Reservoir
San Antonio Reservoir
Lake Del Valle
San Joaquin County
Contra Costa County
Alameda County
Santa Clara County
0 1 2 4
Miles
ICF

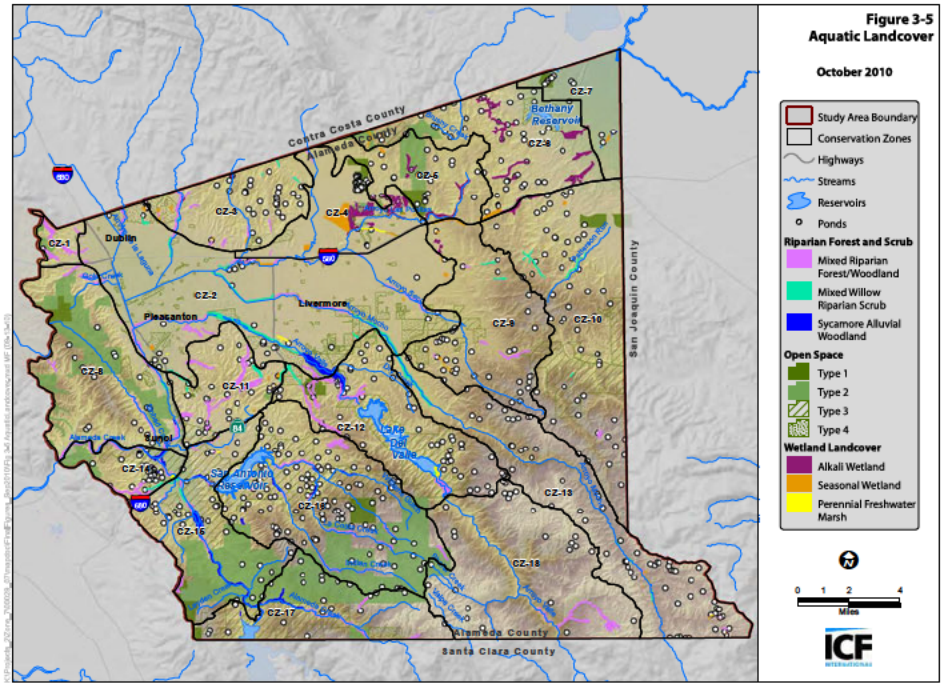


Figure 3-5
Aquatic Landcover
October 2010
Study Area Boundary
Conservation Zones
Highways
Streams
Reservoirs
Ponds
Riparian Forest and Scrub
Mixed Riparian Forest/Woodland
Mixed Willow Riparian Scrub
Sycamore Alluvial Woodland
Open Space
Type 1
Type 2
Type 3
Type 4
Wetland Landcover
Alkali Wetland
Seasonal Wetland
Perennial Freshwater Marsh
Dublin
Pleasanton
Livermore
Sunol
Bethany Reservoir
San Antonio Reservoir
Lake Del Valle
San Joaquin County
Contra Costa County
Alameda County
Santa Clara County
0 1 2 4
Miles
ICF

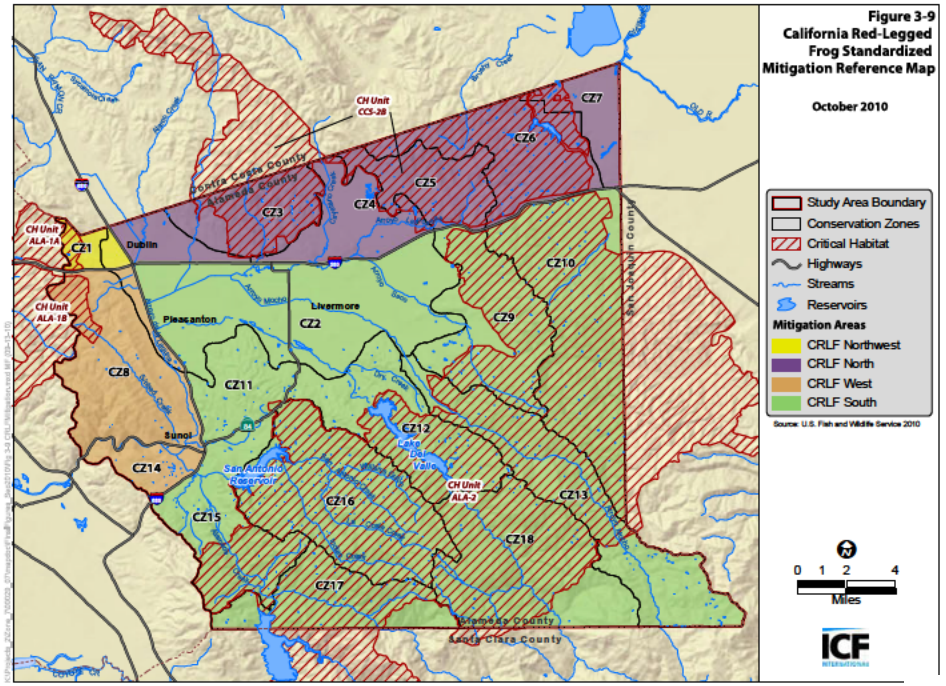


Figure 3-9
California Red-Legged Frog Standardized Mitigation Reference Map
October 2010
Study Area Boundary
Conservation Zones
Critical Habitat
Highways
Streams
Reservoirs
Mitigation Areas
CRLF Northwest
CRLF North
CRLF West
CRLF South
Source: U.S. Fish and Wildlife Service 2010
CH Unit CCS-2B
CH Unit ALA-1A
CH Unit ALA-1B
CH Unit ALA-2
Dublin
Pleasanton
Livermore
Sunol
San Antonio Reservoir
Lake Del Valle
San Joaquin County
Contra Costa County
Alameda County
Santa Clara County
0 1 2 4
Miles
ICF

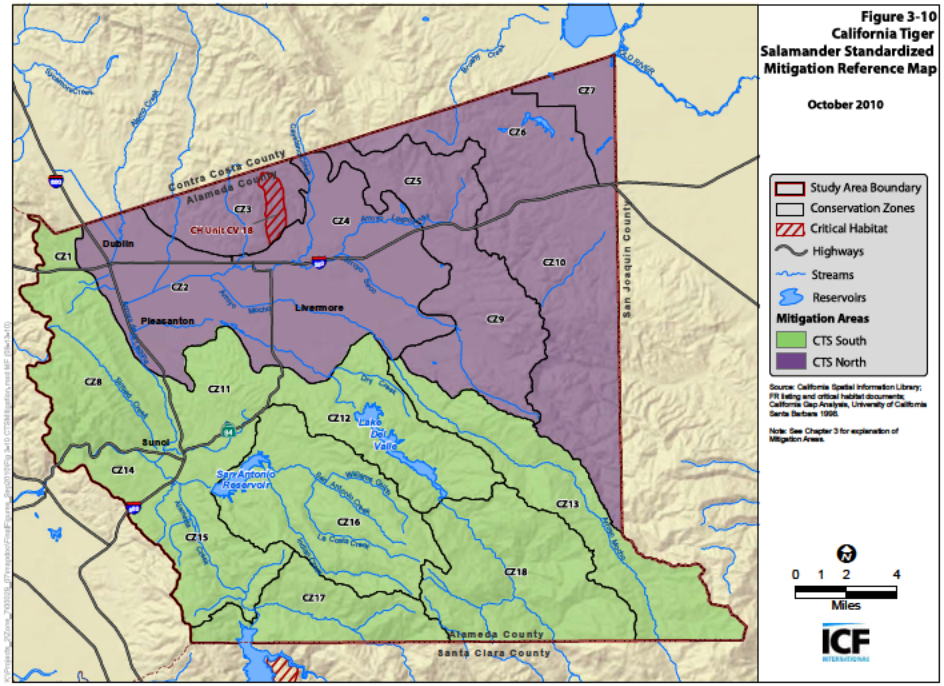


Figure 3-10
California Tiger Salamander Standardized Mitigation Reference Map

October 2010

- Study Area Boundary
- Conservation Zones
- Critical Habitat
- Highways
- Streams
- Reservoirs

Mitigation Areas
- CTS South
- CTS North

Source: California Spatial Information Library; FR listing and critical habitat documents; California Gap Analysis, University of California Santa Barbara 1998.

Note: See Chapter 3 for explanation of Mitigation Areas.

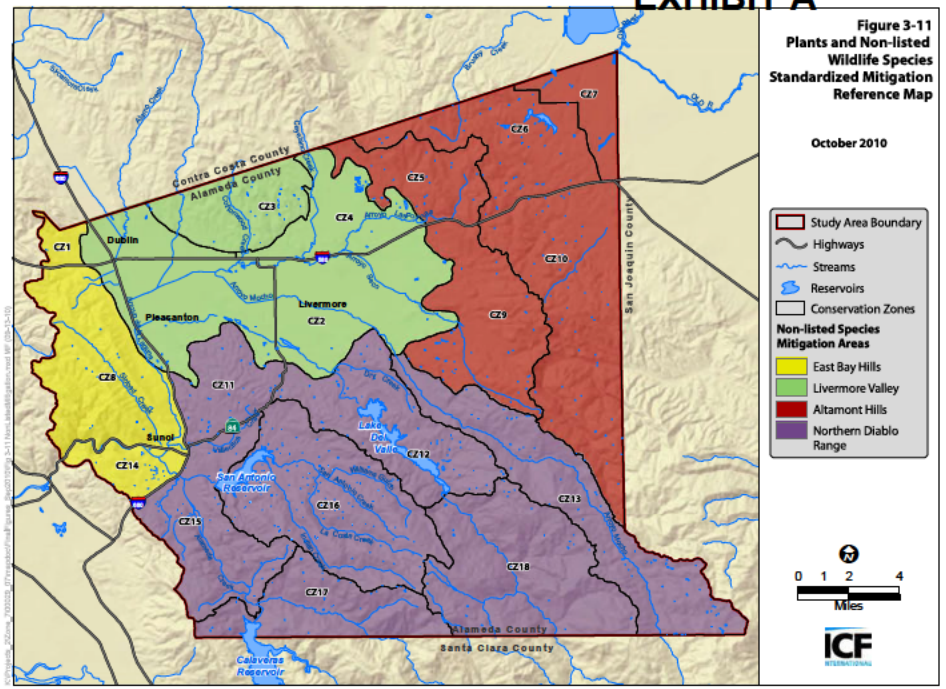


Figure 3-11
Plants and Non-listed Wildlife Species Standardized Mitigation Reference Map

October 2010

- Study Area Boundary
- Highways
- Streams
- Reservoirs
- Conservation Zones

Non-listed Species Mitigation Areas
- East Bay Hills
- Livermore Valley
- Altamont Hills
- Northern Diablo Range

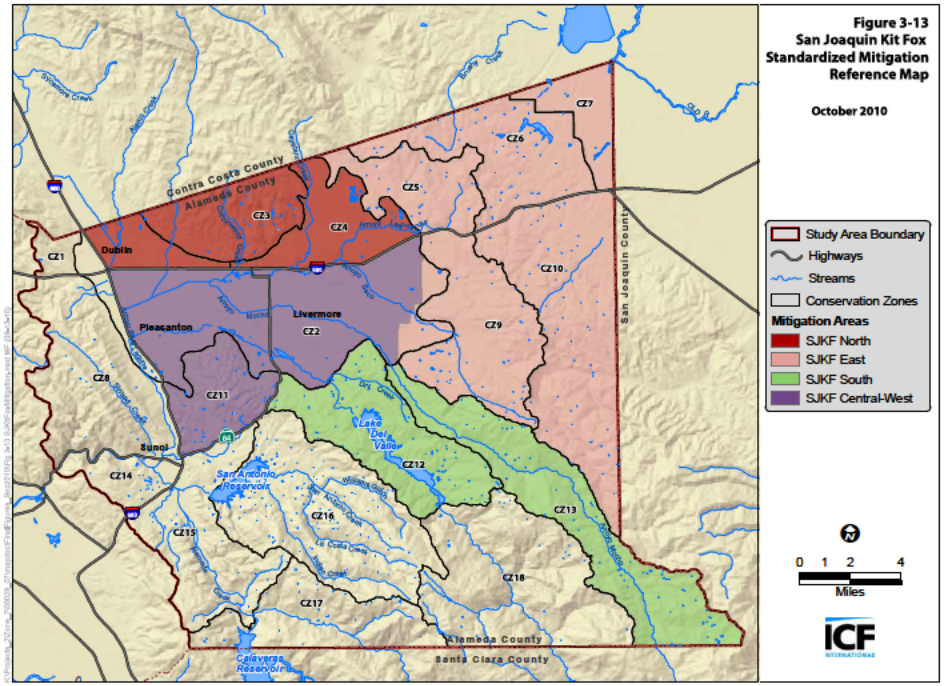


Figure 3-13
San Joaquin Kit Fox Standardized Mitigation Reference Map

October 2010

- Study Area Boundary
- Highways
- Streams
- Conservation Zones

Mitigation Areas
- SJKF North
- SJKF East
- SJKF South
- SJKF Central-West

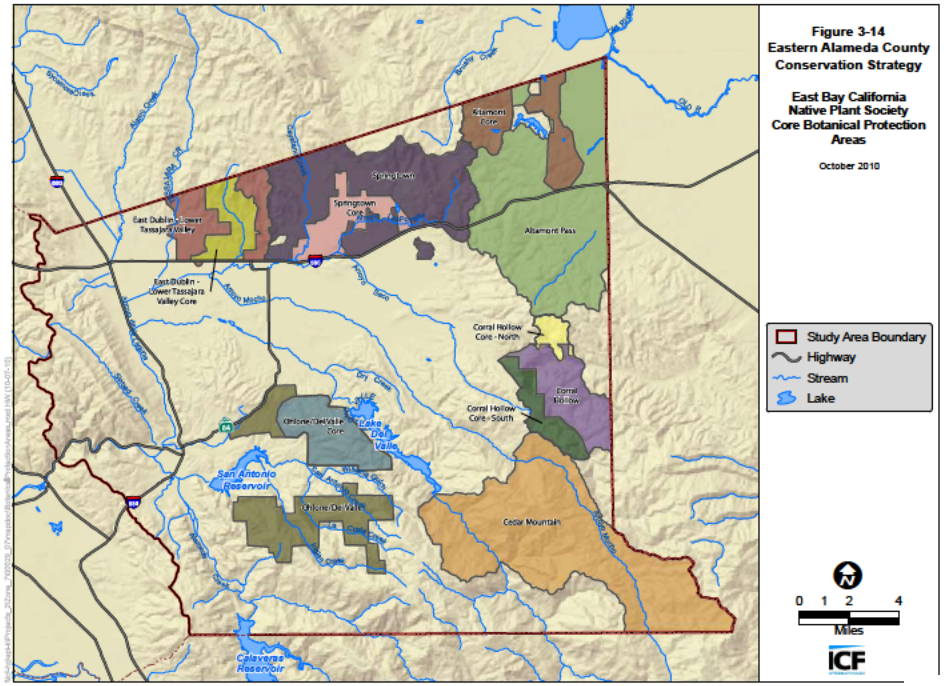


Figure 3-14
Eastern Alameda County Conservation Strategy

East Bay California Native Plant Society Core Botanical Protection Areas

October 2010

- Study Area Boundary
- Highway
- Stream
- Lake

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.10**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution determining Tract 8659, Isabel Crossings, located south of Portola Avenue and west of Isabel Avenue, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution determining Tract 8659, Isabel Crossings, located south of Portola Avenue and west of Isabel Avenue, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) and directing the City Clerk to record the Notice of Annexation.

DECISION TYPE

Administrative

SUMMARY

The Isabel Crossings project, Tract 8659, Isabel Crossings, located south of Portola Avenue and west of Isabel Avenue, was conditioned to participate in a maintenance district to finance the maintenance and operation of services associated with the Isabel Neighborhood Specific Plan. The property owner, Isabel Portola Owner, LLC, is fulfilling this obligation by requesting annexation to Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (CFD No. 2023-1) and has provided the attached Unanimous Approval document that constitutes a unanimous vote by Isabel Portola Owner, LLC in favor of annexing their property into CFD No. 2023-1.

DISCUSSION

On June 12, 2023, City Council adopted Resolution 2023-92, approving the formation of CFD No. 2023-1 and a future annexation area (Future Annexation Area) for CFD No. 2023-1 under the Mello-Roos Community Facilities Act of 1982 (Mello-Roos Act). At that meeting, a special election of qualified landowner electors in CFD No. 2023-1 was held at which at least two-thirds of the electors voting approved the levy of the special tax in the original boundaries of CFD No. 2023-1 and an appropriations

limit for CFD 2023-1.

Subsequently, on June 26, 2023, the City Council adopted Ordinance No. 2147, to levy special taxes within CFD No. 2023-1, including any parcels that annex into CFD No. 2023-1.

The Future Annexation Area was established for CFD No. 2023-1 to create a streamlined process for projects to annex into CFD No. 2023-1 and contribute maintenance funds for the public amenities and/or infrastructure that is installed within the Isabel Neighborhood Specific Plan. The Future Annexation Area coincides with the boundary of the Isabel Neighborhood Specific Plan area. Parcels within the Future Annexation Area may annex into CFD 2023-1 without any requirement for further public hearings or additional proceedings if their owners execute a unanimous approval (Unanimous Approval), which under the Mello-Roos Act constitutes the vote of the qualified elector in favor of the matters addressed in the Unanimous Approval for purposes of California law.

CFD No. 2023-1 was formed to provide funding for the maintenance and operation of the following public amenities within the Isabel Neighborhood Specific Plan:

- Neighborhood Streets - Main Street, Bicycle Streets, and Pedestrian Streets within the Isabel Neighborhood Specific Plan
- Neighborhood Parks
- Neighborhood Trails
- Neighborhood Plazas Pedestrian Bridge/Tunnel Crossing of Isabel Avenue
- Valley Link Plaza and Pedestrian Bridges
- Valley Link Parking Lot

Costs for CFD No. 2023-1 administration, as well as Alameda County's costs to collect the special taxes, will also be paid with special taxes levied in CFD No. 2023-1.

The Isabel Crossings project, Tract 8659, is located within the Future Annexation Area. The conditions of approval for the project require the property owner to participate in a maintenance district to finance the maintenance and operation of services associated with the Isabel Neighborhood Specific Plan. The property owner, Isabel Portola Owner, LLC, is fulfilling this obligation by requesting annexation to Community Facilities District No. 2023-1 and has executed the attached Unanimous Approval. Unanimous Approval constitutes a unanimous vote by Isabel Portola Owner, LLC in favor of annexing their property to CFD No. 2023-1 and the annual levy of special taxes according to the rate and method of apportionment of the special tax (RMA).

To complete the annexation process for the Isabel Crossings project, Tract 8659, the City Council is asked to consider adopting a resolution determining that the property is annexed to CFD No. 2023-01. Adoption of the resolution will annex the project as Tax Zones 7-21 within the CFD No. 2023-1 and direct the City Clerk to record a notice of the annexation with the Alameda County Recorder. Attachment 1 shows a map of the CFD No. 2023-1 boundary with all tax zones created to date. This map will be updated as new tax zones are annexed into CFD No. 2023-1.

FISCAL AND ADMINISTRATIVE IMPACTS

The City will administer CFD No. 2023-01 on an annual basis and will budget for, and manage, the necessary maintenance, operation, and administration. All related expenditures will be paid by the City

with special taxes collected in CFD No. 2023-1. At buildout of the Isabel Neighborhood Specific Plan area, the estimated annual cost for maintaining all the items in the Description of Services for CFD No. 2023-1 is approximately $1,800,000 plus administrative expenses. As each new development within the specific plan is completed, they will be assessed their pro-rata share of the overall maintenance expenses of the CFD No. 2023-1

With this annexation, the Isabel Crossings project becomes Tax Zones 7-21 in CFD No. 2023-1. The FY 2025-26 Special Tax Requirement Max Cap for Zones 7-21 is estimated at $393,018, as shown in Table 7 of Exhibit A to the Resolution. This amount is the pro-rata share of the CFD maintenance costs attributed to Tax Zones 7-21. The max cap for Tax Zones 7-21 will increase on July 1, 2026, and annually each July 1 thereafter, based upon the prior calendar year's change in the Consumer Price Index – All Urban Consumers (San Francisco-Oakland- San Jose, CA) plus one percent (CPI + 1%).

Future annexations will be numbered sequentially as distinct tax zones. Each new zone will be assessed separately, based on their pro-rata share of the maintenance funds for the Isabel Neighborhood Specific Plans public infrastructure and amenities.

COMMUNITY PILLAR

2: Economy That Prospers

GOALS

4: Implement the Isabel Neighborhood Specific Plan

ATTACHMENTS

1. CFD 2023-1 Tax Zone Map
2. Resolution
3. Exhibit A - Unanimous Approval

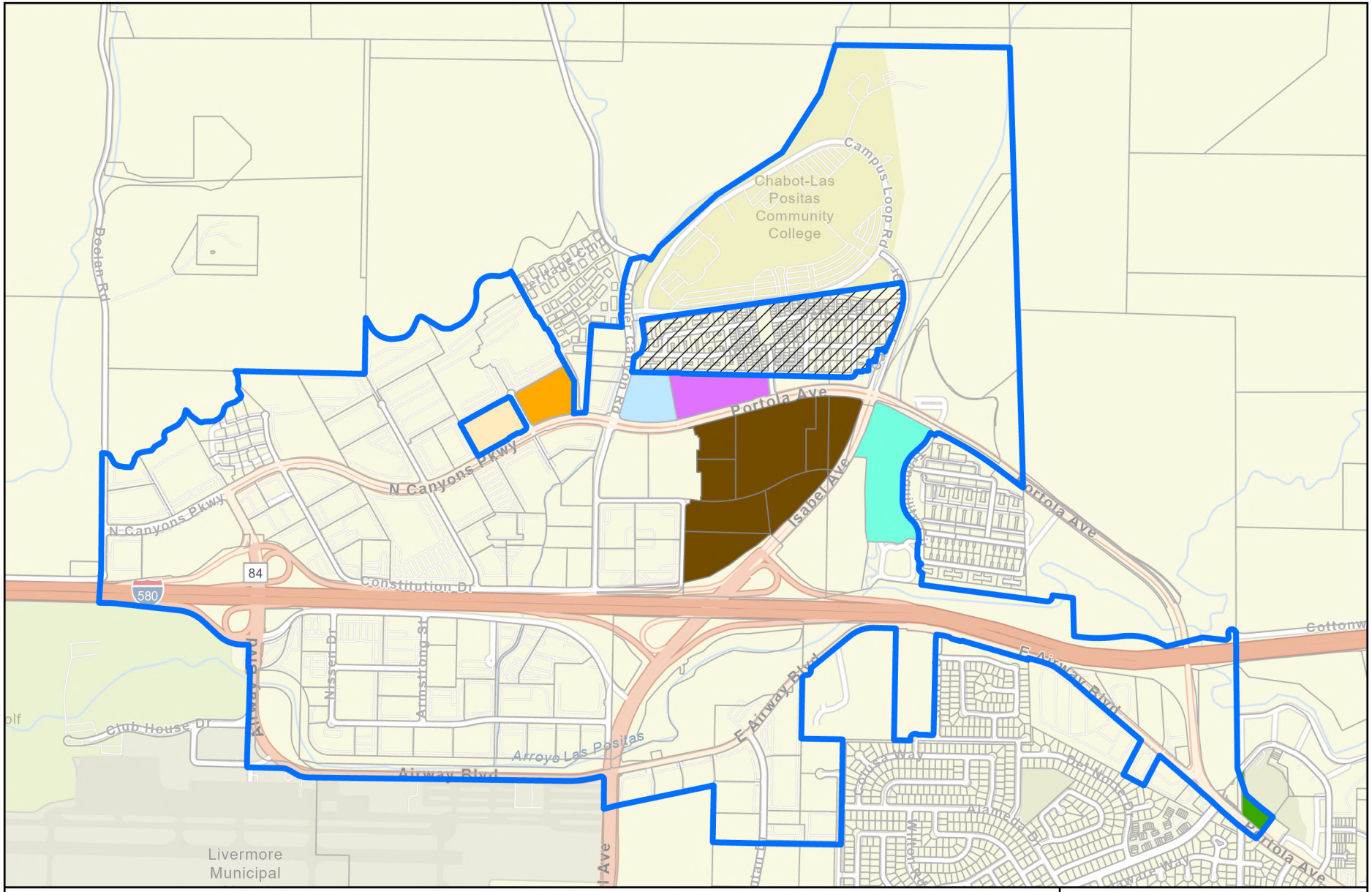
Prepared by: Jarrett Rasmussen
Associate Civil Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director



City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)
Tax Zone Map

- CFD 2023-1 Future Annexation Area
- Not A Part
- Tax Zone 1 - Tract 8609
- Tax Zone 2 - Tract 8613
- Tax Zone 3 - Tract 8657
- Tax Zone 4 - Tract 8613
- Tax Zone 5 - Tract 8704
- Tax Zone 6 - Tract 8612
- Tax Zones 7-21 - Tract 8659
- Parcels

N

0 0.2 0.4 Mi

0 1,300 2,600 Feet

NBS helping communities fund tomorrow

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DETERMINING TRACT 8659, ISABEL CROSSINGS, LOCATED SOUTH OF PORTOLA AVENUE AND WEST OF ISABEL AVENUE, IS ANNEXED TO THE CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ISABEL NEIGHBORHOOD SPECIFIC PLAN SERVICES)

The City of Livermore (the "City") is a general law city organized and existing under the Constitution and the law of the State of California.

Under the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code the "Act"), this City Council is authorized to establish a community facilities district and to act as its legislative body.

This City Council previously undertook the following proceedings to establish the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (the "CFD") and a future annexation area for the CFD (the "Future Annexation Area") pursuant to the Act for the purpose of levying a special tax (the "Special Tax") to finance certain municipal services (the "Services") as provided in the Act:

(i) this City Council adopted Resolution No. 2023-092, entitled "A Resolution of Formation of a Community Facilities District and Future Annexation Area" (the "Resolution of Formation"), pursuant to which it established the CFD and the Future Annexation Area and authorized the levy of the Special Tax according to the rate and method of apportionment of special tax (the "Rate and Method") set forth in Exhibit B of the Resolution of Formation and an appropriations limit, subject to an election within the CFD on the propositions of levying the Special Tax and establishing the appropriations limit;

(ii) this City Council caused a map of the proposed boundaries of the CFD and the Future Annexation Area to be recorded in the Alameda County Recorder's Office on May 17, 2023, in Book 19 of Maps of Assessment and Community Facilities Districts at Pages 41-42, and, in the Resolution of Formation, this City Council approved the boundaries shown in the map as the boundaries of the CFD and the Future Annexation Area;

(iii) on July 12, 2023, a special election was held among the landowner voters within the CFD at which such voters approved the levy of the Special Tax in accordance with the Rate and Method and the appropriations limit by the two-thirds vote required by the Act, which approval was confirmed by Resolution No. 2023-094, entitled "A Resolution Declaring Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien"; and

(iv) on July 26, 2023, this City Council adopted its Ordinance No. 2147, entitled "An Ordinance Levying a Special Tax Within City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services)", pursuant to which this City Council authorized and levied the Special Tax within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD) pursuant to the Act, at the rate and in accordance with the Rate and Method, as such Rate and Method may be supplemented in connection with annexations of any parcel or parcels in the Future Annexation Area into the CFD.

In the Resolution of Formation, and in accordance with Section 53339.7 of the Act, this City Council resolved that parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

Section 53339.8 of the Act provides that upon a determination by the legislative body that the area proposed to be annexed is added to the existing community facilities district, the clerk of the legislative body shall record notice of the annexation pursuant to Section 3117.5 of the Streets and Highways Code.

This City Council has been provided with a Unanimous Approval, which Unanimous Approval is attached hereto as Exhibit A, executed by the owner of certain property in the Future Annexation Area that is identified as Assessor's Parcel Numbers 903-0010-046-00, 903-0010-047-00, 903-0010-048-00, 903-0010-049-00, 903-0010-050-00, 903-0010-051-00, 903-0010-052-00, 903-0010-053-00, and 903-0010-054-00 (the "Annexation Property").

Section 53329.6 of the Act provides that a Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in the Unanimous Approval for purposes of the California Constitution, including, but not limited to, Articles XIII A and XIII C.

In order to comply with Section 53339.8 of the Act, and having determined that the public convenience and necessity require that territory be added to the CFD, this City Council wishes to determine that the Annexation Property is added to the CFD.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVERMORE AS FOLLOWS:

Section 1. Recitals Correct. The foregoing recitals are true and correct.

Section 2. Determination Regarding the Annexation of the Annexation Property. This City Council hereby determines that, having received an executed

Unanimous Approval by the owner of the Annexation Property, the Annexation Property is added to the CFD.

Section 3. Notice of Annexation. This City Council hereby orders and directs the City Clerk to record notice of the annexation pursuant to Section 3117.5 of the California Streets and Highways Code.

Section 4. Effective Date. This resolution shall take effect upon its adoption by this City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

Exhibit A – Unanimous Approval

UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)
Harridge - Subareas 3B and 3C

Annexation No. 6

The Honorable City Council
City of Livermore
1052 S Livermore Ave.
Livermore, CA 94550

Members of the City Council:

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. Property Owner. The undersigned is the owner (the "Property Owner") of fee simple title to the real property identified by the assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this Unanimous Approval. If requested by the City of Livermore (the "City"), the Property Owner has supplied to the City current evidence of its ownership of the Property.

The Property Owner hereby represents and warrants that there are no persons residing on the Property that are registered to vote.

2. Acknowledgement of CFD. The Property Owner acknowledges and understands the following:

(a) The City Council of the City has formed the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (the "CFD") and a future annexation area for the CFD (the "Future Annexation Area"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") for the purpose of financing certain public services (the "Authorized Services") described on Exhibit A hereto and made a part hereof.

(b) The proceedings for the formation of the CFD authorized the City Council to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Rate and Method of Apportionment of Special Tax (the "Existing Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B. The Property Owner acknowledges that the City will create a special account into which the Special Taxes will be deposited for payment of the Authorized Services, when collected, and that the City will prepare the annual report required by Government Code Section 50075.3.

(c) The proceedings for the formation of the CFD authorized the City Council to annex property in the Future Annexation Area to the CFD, without additional public hearings or

additional proceedings, upon unanimous approval of the owner of the property to be annexed as permitted by Section 53339.7(a) of the Act.

(d) The Property is in the Future Annexation Area for the CFD.

3. Unanimous Approval and Vote. This Unanimous Approval constitutes the unanimous approval and vote of the Property Owner in favor of the following matters for the purposes of Section 53339.7 et seq. of the Act and Articles XIIIA and XIIIC of the California Constitution:

a. Annexation: The annexation of the Property to the CFD for the purpose of financing the services described in Exhibit A hereto and made a part hereof .

b. Special Tax: The levy of the Special Tax on the Property to finance the Authorized Services according to the Existing Rate and Method, as further supplemented by the supplement attached hereto as Exhibit C (the "Supplement") and made a part hereof (as so supplemented, the "Rate and Method"). The duration of the Special Tax is perpetual.

The Property Owner hereby acknowledges the following:

(i) The Special Tax apportionment will be finalized following recordation of the final map.

(ii) The purpose of the apportionment set forth in Table 7 is to preserve the Expected Maximum Special Tax Revenues from the Property based on the final development plan for the Property.

(iii) The Existing Rate and Method, as supplemented by the Supplement, specifies the rate, method of apportionment, and manner of collection of the Special Tax in sufficient detail to allow the Property Owner, and any succeeding property owner or resident, to estimate the maximum amount that the Property Owner, and any succeeding property owner or resident, will pay.

c. Appropriations Limit: An initial appropriations limit for the CFD of $3,000,000 (as escalated in accordance with applicable law).

4. Waivers. The Property Owner hereby knowingly, intelligently, voluntarily and irrevocably waives (i) any right the Property Owner may otherwise have to protest or challenge the validity of the proceedings to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and (ii) any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD, the levy of the Special Tax on the Property or the initial appropriations limit for the CFD, (iii) any right the Property Owner may otherwise have to protest or challenge the conduct of (or any defect in) the proceedings to annex the Property to the CFD, approve the levy of the Special Tax on the Property or approve the initial appropriations limit for the CFD, or (iv) all requirements for the form or contents of this Unanimous Approval.

5. Recordation of Amendment to Notice of Special Tax Lien. The Property Owner acknowledges and understands that a Notice of Special Tax Lien for the CFD (the "Original Notice of Special Tax Lien") was recorded in the Office of the Recorder of the County of Alameda on June 21, 2023, as

Document No. 2023070481. The Property Owner hereby authorizes and directs the Clerk of the City Council to execute and cause to be recorded in the office of the County Recorder of the County of Alameda an amendment to the Original Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax. The amendment to the Original Notice of Special Tax Lien shall include the Existing Rate and Method and the Supplement as exhibits thereto. The Property Owner acknowledges and understands that the lien of the Special Tax on the Property is coequal with the lien for ad valorem real property taxes levied by the County on the Property.

6. Disclosures. The Property Owner hereby agrees to provide to any subsequent purchaser of the Property written notice of the annexation of the Property to the CFD, and of the authority of the City Council to levy the Special Tax on the Property pursuant to the Rate and Method, to the extent required by applicable law.

7. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements and to take such additional actions as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

The Property subject to this Unanimous Approval and to be annexed to the CFD, consists of the Assessor's Parcel identified in Exhibit D	The full legal name of the Property Owner is: Isabel Portola Owner, LLC, a Delaware limited liability company

The foregoing Unanimous Approval is hereby executed this 4th day of August, 2025, in Los Angeles, California.

Isabel Portola Owner, LLC
a Delaware limited liability company

By: _____

Name: Brad Wosmer

Its: Authorized Signatory

Declaration

I hereby affirmatively represent and certify that I have taken all necessary steps, and that I am duly authorized, to sign and submit this Unanimous Approval to the City on behalf of the owner(s) of the Property (Assessor's Parcel Number(s) 903 -0010-046-00, 903 -0010-047-00, 903 -0010-048-00, 903 -0010-049-00, 903 -0010-050-00, 903 -0010-051-00, 903 -0010-052-00, 903 -0010-053-00, and 903 -0010-054-00) to annex the Property to the CFD, and that the City may rely upon my representation to process this Unanimous Approval on behalf of the owner(s) of the Property.

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

Date: 8/4/2025

Name: Isabel Portola Owner, LLC a Delaware limited liability company

By: _____

Brad Woomer

Its: Authorized Signatory

EXHIBIT A

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

DESCRIPTION OF SERVICES AUTHORIZED IN THE CFD

Special Taxes collected in the CFD will fund, in whole or in part, the services listed below. Services may be performed inside the CFD and outside the CFD if the City has concluded that such services would benefit the CFD.

Public Street Services

Public Street Services include maintenance and operation of Main Street, Bicycle Streets, and Pedestrian Streets within the Isabel Neighborhood Specific Plan. Public Street Services include, but are not limited to, pavement restoration and rehabilitation, landscaping and irrigation, maintenance and operation of street lights and specialty lighting, sidewalks, curbs and gutters, street furniture, signage and monuments. The costs of Public Streets Services include any associated electricity, water and other utility costs.

Neighborhood Park Services

Neighborhood Park Services include maintenance and operation of public parks within the Isabel Neighborhood Specific Plan. Neighborhood Park Services include, but are not limited to, landscaping and irrigation, maintenance and operation of park lighting, playground equipment, play fields, parking lots ancillary buildings and structures, sidewalks, fencing, publicly owned masonry walls, public art and other improvements associated with public parks. Neighborhood Park Services also include cleaning and removal of graffiti, trash pickup and weed control. The costs of Neighborhood Park Services include any associated electricity, water and other utility costs.

Neighborhood Trail Services

Neighborhood Trail Services include maintenance and operation of trails within the Isabel Neighborhood Specific Plan. Neighborhood Trail Services include, but are not limited to, trail restoration and rehabilitation, cleaning and trash pickup.

Neighborhood Plaza Services

Neighborhood Plaza Services include maintenance and operation of public plazas within the Isabel Neighborhood Specific Plan. Neighborhood Plaza Services include, but are not limited to, maintenance and operation of plaza hardscapes, landscaping and irrigation, plaza lighting, plaza furnishings, signage and monuments, public art and other improvements associated with public plaza space. Neighborhood Plaza Services also include cleaning and removal of graffiti, trash pickup and weed control. The costs of Neighborhood Plaza Services include any associated electricity, water and other utility costs.

Services Related to Pedestrian Bridge/Tunnel Crossing of Isabel Avenue

Services related to Pedestrian Bridge/Tunnel Crossing include maintenance and operation of bridge or tunnel pedestrian surfaces and/or supports, specialty lighting, signage and monuments. Services also

include cleaning and removal of graffiti, trash pickup. The costs of these services include any associated electricity, water and other utility costs.

Services Related to Valley Link Plaza and Pedestrian Bridges

Services related to Valley Link Plaza include maintenance and operation of Valley Link plaza hardscapes, landscaping and irrigation, plaza lighting, plaza furnishings, signage and monuments, public art and other improvements associated with the Valley Link plaza space. These services include operation and maintenance of pedestrian surfaces and/or supports. Services also include cleaning and removal of graffiti, trash pickup and weed control. The costs of these services include any associated electricity, water and other utility costs.

Services Related to Valley Link Parking Lot

Services related to Valley Link Parking Lot include pavement restoration and rehabilitation, landscaping and irrigation, maintenance and operation of street lights and specialty lighting, sidewalks, curb and gutter, signage and monuments. The costs of these services include any associated electricity, water and other utility costs.

Flood and Storm Protection Services.

Flood and Storm Protection Services include the operation and maintenance of storm drainage systems.

Services Related to Hazardous Substances.

Services related to hazardous substances include removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.

Maintenance and Operation of Other Property.

Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City or by another local agency pursuant to an agreement entered into under Section 53316.2.

"Services has the meaning given that term in the Mello-Roos Community Facilities Act of 1982, as amended (the "Act").

"Maintenance" has the meaning given that term in the Act, and includes, but is not limited to, servicing, repair and removal. The services shall be in addition to those provided in the territory of the CFD before the CFD was created, and the additional services shall not supplant services already available within that territory when the CFD was created.

Special Taxes may be used to fund operating reserves and capital reserves.

Special Taxes may be used to fund "costs" and "incidental expenses" related to the eligible Services as those terms are defined in the Act.

Special Taxes may be levied to cure actual or estimated delinquencies in Special Taxes for the current or previous fiscal years.

Administrative Expenses

The CFD will also finance the expenses incurred by the CFD in administering the CFD, including, but not limited to, the levy and collection of the Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County of Alameda in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and the Rate and Method, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

EXHIBIT B

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

EXISTING RATE AND METHOD

RATE AND METHOD OF APPORTIONMENT
FOR CITY OF LIVERMORE
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(ISABEL NEIGHBORHOOD SPECIFIC PLAN SERVICES)

A Special Tax, as hereinafter defined, shall be levied and collected in City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) ("CFD No. 2023-1") each Fiscal Year commencing in Fiscal Year 2022/23, in an amount determined by the application of the procedures below. All Taxable Property, as hereinafter defined, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meaning:

"Accessory Dwelling Unit" or "ADU" means all Assessor's Parcels of Residential Property for which a building permit(s) has been issued for an "Accessory Dwelling Unit" as defined in California Government Code Section 65852.2(j)(1), as may be amended from time to time, which is accessory to a primary Unit. The ADU may be located on the same Assessor's Parcel as the primary Unit that is the primary Unit or on a separate Assessor's Parcel. For purposes of clarification, where an ADU and primary Unit are on the same Assessor's Parcel, the ADU located on such Assessor's Parcel is considered a separate Unit from the primary Unit on such Assessor's Parcel for purposes of the Special Tax. Should an Assessor's Parcel contain only an ADU, such Assessor's Parcel will be taxed as an ADU Unit only.

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no Acreage, the Acreage for any Assessor's Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map. If the preceding maps are not available, the Acreage of an Assessor's Parcel may be determined utilizing GIS.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the administration of CFD No. 2023-1 including, but not limited to, the following: the costs of computing the Annual Special Tax Requirement and of preparing the Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the City or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any action arising from any delinquent Special Tax in CFD No. 2023-1. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2023-1 for any other administrative purposes, including, but not limited to, attorney's fees.

"Annual Services Costs" means the respective amounts determined by the CFD Administrator required to fund services authorized to be funded by CFD No. 2023-1 for the applicable yearly period.

"Annual Special Tax Requirement" means that amount with respect to CFD No. 2023-1 determined by the City Council or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD No. 2023-1, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

"Assessor's Data" means Assessor's Parcel Number, Units, Building Square Feet, Acreage, or other information contained in the records of the County Assessor for each Assessor's Parcel.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map and/or Assessor's Data with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County Assessor for purposes of identification.

"Building Square Feet" or "BSF" means all of the square footage within the perimeter of a structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Building Square Feet shall be made by reference to the Assessor's Data. If the Assessor's Data does not show Building Square Feet, building permit(s) issued for such structure, or other records of the City shall be used, as determined by the CFD Administrator.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Annual Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 2023-1" means the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

"City" means the City of Livermore.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2023-1.

"County" means the County of Alameda.

"County Assessor" means the County Assessor of the County.

"Developed Property" means, in any Fiscal Year, all Taxable Property in CFD No. 2023-1 for which a building permit for new construction was issued by the City prior to June 30 of the preceding Fiscal Year.

"Exempt Property" means all Assessors' Parcels within the boundary of CFD No. 2023-1 which are exempt from the Special Tax pursuant to Section E.

"Final Map Property" means, in any Fiscal Year, all Taxable Property in CFD No. 2023-1 for which a Final Subdivision Map was approved by City Council prior to June 30 of the preceding Fiscal Year.

"Final Subdivision Map" means a subdivision of property created by recordation of a final subdivision map, parcel map or lot line adjustment, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.)* or recordation of a condominium plan pursuant to California Civil Code 4120, that creates individual lots for which residential building permits may be issued without further subdivision of such property.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"GIS" means a geographic information system.

"Maximum Special Tax" means the maximum Special Tax authorized to fund the Annual Special Tax Requirement in any Fiscal Year that may apply to Taxable Property as described in Section C.

"Mixed-Use Property" means all Assessor's Parcels of Developed Property that could be categorized as having more than one land use, allowing for multiple use types on each such Assessor's Parcel. For an Assessor's Parcel of Mixed-Use Property, the Special Tax shall be calculated and levied for each use type present on the Assessor's Parcel.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

"Open Space Property" means property within the boundaries of CFD No. 2023-1 which (i) has been designated with specific boundaries and Acreage on a final subdivision map as open space, (ii) is classified by the County Assessor as open space, (iii) has been irrevocably offered for dedication as open space to the federal government, the State, the County, the City, or any other public agency, or (iv) is encumbered by an easement or other restriction required by the City limiting the use of such property to open space.

"Property Owner's Association" means any property owner's association. As used in this definition, a Property Owner's Association includes any home-owner's association, condominium owner's association, master or sub-association or non-residential owner's association.

"Property Owner's Association Property" means any property within the boundaries of CFD No. 2023-1 which is (a) owned by a Property Owner's Association or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property.

"Proportionately" means for Taxable Property that the ratio of the Special Tax levy to the Maximum Annual Special Tax is equal for all Assessors' Parcels of Taxable Property levied within each property land use classification within CFD No. 2023-1.

"Public Property" means any property within the boundaries of CFD No. 2023-1 which (i) is owned by a public agency, (ii) has been irrevocably offered for dedication to a public agency, or (iii) is designated with specific boundaries and Acreage on a final subdivision map as property which will be owned by a public agency. For purposes of this definition, a public agency includes the federal government, the State, the County, the City, school districts, or any other public agency.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

"Special Tax" means the amount levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Annual Special Tax Requirement.

"State" means the State of California.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Rate and Method of Apportionment. ***All the Taxable Property within CFD No. 2023-1 at the time of its formation is within Tax Zone No. 1.*** Additional Tax Zones may be created when property is annexed to CFD No. 2023-1, and a separate Maximum Special Tax shall be identified for property within each new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone when such Parcels are annexed to CFD No. 2023-1 shall be identified by Assessor's Parcel number in the annexation documents at the time of annexation.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2023-1 that are not exempt from the Special Tax pursuant to law or Section E below.

"Undeveloped Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2023-1 that is not classified as Developed Property, Open Space Property, Property Owner's Association Property, or Public Property.

"Unit" means an individual residential dwelling unit. The number of Units assigned to each Assessor's Parcel may be determined by (i) referencing Assessor's Data, (ii) site surveys and physical unit counts, and/or (iii) other research by the CFD Administrator.

"Welfare Exempt Property" means, in any Fiscal Year, all Parcels within the boundaries of CFD No. 2023-1 that (a) have been granted a welfare exemption by the County under subdivision (g) of Section 214 of the Revenue and Taxation Code indicated in the Assessor's Data finalized as of January 1 of the previous Fiscal Year, and (b) are exempt from the Special Tax pursuant to Section 53340(c) of the Act.

B. DETERMINATION OF TAXABLE PARCELS

Each Fiscal Year, the CFD Administrator shall determine the valid Assessor's Parcel Numbers for all Taxable Property within CFD No. 2023-1. If any Assessor's Parcel Numbers are no longer valid, the CFD Administrator shall determine the new Assessor's Parcel Number or Numbers in effect for the then-current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated, or otherwise reconfigured, the Maximum Special Tax shall be assigned to the new Assessor's Parcels Numbers pursuant to Section C. The CFD Administrator shall also determine: (i) the Tax Zone within which each Parcel is located; (ii) which Parcels are Taxable Property; (iii) the number of Units or Building Square Footage each Parcel contains; (iv) the property type, i.e., Residential Property, Non-Residential Property, etc.; and (v) the Annual Special Tax Requirement for the Fiscal Year.

C. MAXIMUM ANNUAL SPECIAL TAX RATES

The Maximum Special Taxes for each Assessor's Parcel of Taxable Property shall be assigned below:

1. Maximum Special Taxes

The Maximum Special Tax for each Assessor's Parcel of Taxable Property within Tax Zone No. 1 shall be assigned according to Table 1 below:

TABLE 1
MAXIMUM SPECIAL TAX RATES
TAX ZONE NO. 1
FISCAL YEAR 2022/23*

Land Use Category	Maximum Special Tax Rate	Per
Residential Property	$434.74	Unit
Non-Residential Property	0.00	BSF
Mixed-Use Property	See below	
Accessory Dwelling Unit	See below	

*On July 1 of each Fiscal Year, commencing on July 1, 2023, the Maximum Special Tax rates for Tax Zone No. 1 shall be increased by the February annual percentage change in the Consumer Price Index for all Urban Consumers ("CPI-U") for the San Francisco-Oakland-Hayward, CA, plus one percent (1.0%). If the percentage change in the CPI-U is negative, the Maximum Special Tax rates shall not be decreased. In the event the index described above ceases to be published, it shall be replaced by another reasonably comparable index, as determined by the City. Different Maximum Special Tax rates and tax escalation factors may be identified in Tax Zones added to CFD No. 2023-1 as a result of future annexations.

2. Mixed-Use Property

In some instances, an Assessor's Parcel of Developed Property may be Mixed-Use Property. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for all residential Units and non-residential Building Square Feet on that Assessor's Parcel.

3. Accessory Dwelling Units

The Maximum Special Tax for an Accessory Dwelling Unit shall be calculated as a percentage of the Maximum Special Tax for the primary Unit the ADU is accessory to, based on Building Square Footage. For example, if a primary Unit of Residential Property with 2,000 BSF has an ADU of 800 BSF, the Maximum Special Tax for the ADU in Tax Zone No. 1 shall be calculated by the following steps:

1. 800 BSF / 2,000 BSF = 0.40 or 40%
2. $434.74 Maximum Special Tax per Unit x 40% = $173.90 Maximum Special Tax for such ADU

4. **Assignment of Assessor's Parcel(s) to Property Land Use Category**

When an Assessor's Parcel changes from being classified as Undeveloped Property to another land use category and is considered Developed Property, that assignment shall not change due to future changes in land use.

5. **Assignment of Maximum Special Tax to Newly Created Assessor's Parcel(s)**

When an Assessor's Parcel changes or subdivides, the Maximum Special Tax shall be assigned to each newly created Assessor's Parcel so that there is no net loss in the Maximum Special Tax revenue to be generated as a result of changes in the planned development.

When an Assessor's Parcel changes or subdivides, and there are changes to the overall planned development for each Tax Zone within CFD No. 2023-1, the process for assigning the Maximum Special Tax to each newly created Assessor's Parcel is as follows:

Step 1: Sum the expected Maximum Special Tax assigned to each Assessor's Parcel that is being changed or subdivided within that Tax Zone.

Step 2: Identify the newly created Assessor's Parcel(s) of Taxable Property created by the change or subdivision and assign the Maximum Special Tax to each newly created Assessor's Parcel of Taxable Property according to the then-current Maximum Special Tax Rates within that Tax Zone for each Land Use Category. Sum the Maximum Special Tax assigned to each newly created Assessor's Parcel of Taxable Property within that Tax Zone.

Step 3: Divide the total expected Maximum Special Tax in Step 1 by the total Maximum Special Tax assigned in Step 2 to arrive at a fraction for that Tax Zone.

Step 4: Apportion the total Maximum Special Tax from Step 1 to each newly created Assessor's Parcel of Taxable Property by multiplying each newly created Assessor's Parcel fraction, determined in Step 3, by the then-current Maximum Special Tax Rates within that Tax Zone for each Land Use Category.

Step 5: The Maximum Special Tax assigned to each newly created Assessor's Parcel of Taxable Property shall be the greater of the Maximum Special Tax assigned in Step 2 or the Maximum Special Tax calculated in Step 4 for the Tax Zone.

When an Assessor's Parcel changes or subdivides, and there are no changes to the planned development for each Tax Zone within CFD No. 2023-1, the Maximum Special Tax shall be assigned according to Table 1 for Tax Zone No. 1, or similar table for each successive Tax Zone.

The planned development for Tax Zone No. 1 is provided in the table below:

Land Use Category	Planned Development
Residential Property	112 Units

Once created, if a newly created Assessor's Parcel(s) of Taxable Property further changes or subdivides, the above steps shall be repeated to determine the Maximum Special Tax for the

additional newly created Assessor's Parcel(s) of Taxable Property created from the change or subdivision.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

All Taxable Property shall be subject to the Special Tax defined as follows. The Special Tax shall be levied each Fiscal Year by the CFD Administrator.

The Annual Special Tax Requirement shall be apportioned to each Parcel within CFD No. 2023-1 by the method shown below.

First: Determine the Annual Special Tax Requirement.

Second: Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the applicable Maximum Special Tax.

Under no circumstances will the Special Taxes on any Assessor's Parcel of Developed Property be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2023-1.

E. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Open Space Property, Property Owner's Association Property, Undeveloped Property, Assessor's Parcels with public or utility easements making impractical their utilization for any use other than the purposes set forth in the easement, or Public Property, except as otherwise provided in Sections 53317.3, 53317.5 and 533401 of the Act.

No Special Tax shall be levied on any Assessor's Parcel in any Fiscal Year in which such Assessor's Parcel is classified as Welfare Exempt Property.

F. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of the Special Tax. In addition, during the term of the appeal process, all Special Tax levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then an adjustment shall be made to credit the Special Tax in future years.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. INTERPRETATIONS OF RATE AND METHOD OF APPORTIONMENT

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the City's discretion. Interpretations may be made by the City Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

H. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the City may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD No. 2023-1, and may collect delinquent Special Taxes through available methods.

Special Taxes shall continue to be levied and collected within CFD No. 2023-1, as needed to fund the Annual Special Tax Requirement, in perpetuity.

I. PREPAYMENT OF SPECIAL TAX

The Special Tax may not be prepaid.

J. REPEAL OF SPECIAL TAX

If the levy of the Special Tax is repealed by initiative or any other action participated in by the owners of Assessor's Parcels in CFD No. 2023-1, the City shall cease to levy the Special Tax and shall cease to be obligated to provide the authorized services for which the Special Tax was levied. The obligations to provide the authorized services previously funded by the repealed Special Tax shall become the joint obligations of the property owners of Assessor's Parcels within CFD No. 2023-1.

EXHIBIT C

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

Annexation No. 6

SUPPLEMENT TO EXISTING RATE AND METHOD

SUPPLEMENT NO. 6
(TAX ZONE NOS. 7 THROUGH 21)
TO
RATE AND METHOD OF APPORTIONMENT

This Supplement No. 6 (Tax Zone Nos. 7 through 21) to the Rate and Method of Apportionment (this "Supplement") supplements the Rate and Method of Apportionment (the "Existing Rate and Method," and together with the Supplement, the "Rate and Method") for "City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services)" (the "CFD") as it applies to the property designated as Tax Zone Nos. 7 through 21 ("Tax Zones 7-21") that is being annexed to the CFD for the purpose of financing certain "Services" as defined in "A Resolution of Formation of a Community Facilities District and Future Annexation Area " adopted as Resolution No. 2023-92 by the City Council of the City of Livermore on June 12, 2023).

This Supplement supplements the Existing Rate and Method by adding Table 7 to Section C.1. of the Existing Rate and Method that will be applicable to Tax Zones 7-21 only. Except as expressly set forth in this Supplement, all provisions of the Existing Rate and Method shall govern Tax Zones 7-21.

Capitalized terms that are used but not defined in this Supplement have the meaning given to them in the Existing Rate and Method.

TABLE 7
MAXIMUM SPECIAL TAX RATES - TAX ZONE NOS. 7 THROUGH 21
FISCAL YEAR 2025/26*

							Figures from Executed Unanimous Approval Form				*Figures from _____ Update* [1]			
Tax Zone	Tract Map 8659 Lot No.	Density Comparison Planning Area [2]	Product Type	Expected Net Developable Acreage	Expected Maximum Special Tax Revenue FY 2025/26	Expected Land Use [3]	Expected Number of Residential Units	Expected Non-Residential BSF	Maximum Special Tax Rate FY 2025/26 per Residential Unit/Non-Residential BSF	Expected Maximum Special Tax Revenue FY 2025/26	Expected Number of Residential Units	Expected Non-Residential BSF	Maximum Special Tax Rate FY 2025/26	Expected Maximum Special Tax Revenue FY 2025/26
7	1, 2, 3	N1	3-Story Attached (Duplex & Triplex)	5.59	$62,021	Residential Property	98	n/a	$632.86	$62,021				
						Welfare Exempt Property	0	n/a	0.00	0				
						Non-Residential Property	n/a	0	0.00	0				
8	4, 5	N2	3-Story Attached (Duplex & Triplex)	3.22	$36,598	Residential Property	56	n/a	$653.53	$36,598				
						Welfare Exempt Property	0	n/a	0.00	0				
						Non-Residential Property	n/a	0	0.00	0				
9	7, 8	N3-A	3-Story Attached (Duplex)	3.36	$24,119	Residential Property	40	n/a	$602.98	$24,119				
						Welfare Exempt Property	0	n/a	0.00	0				
						Non-Residential Property	n/a	0	0.00	0				
10	9	N3-C	Rec Center	0.47	$7,058	Residential Property	0	n/a	$0.00	0				
						Welfare Exempt Property	0	n/a	0.00	0				
						Non-Residential Property	n/a	8,575	0.82	7,058				
11	10, 11	C5	3-Story Attached (Townhouse)	2.63	$44,272	Residential Property	84	n/a	$527.04	$44,272				
						Welfare Exempt Property	0	n/a	0.00	0				
						Non-Residential Property	n/a	0	0.00	0				
12	12, 13	C3	3-Story Attached (Townhouse)	1.88	$22,183	Residential Property	45	n/a	$492.95	$22,183				
						Welfare Exempt Property	0	n/a	0.00	0				
						Non-Residential Property	n/a	0	0.00	0				
13	14	C2-B	3-Story Attached (Duplex & Triplex)	1.00	$12,723	Residential Property	17	n/a	$748.42	$12,723				
						Welfare Exempt Property	0	n/a	0.00	0				
						Non-Residential Property	n/a	0	0.00	0				
14	15	C2-A	Type V Stacked Flat Condos over Retail	1.71	$20,355	Residential Property	95	n/a	$171.41	$16,284				
						Welfare Exempt Property	21	n/a	0.00	0				
						Non-Residential Property	n/a	27,918	0.15	4,071				
15	18	C1-B	Type V Apartments over Retail	1.53	$18,420	Residential Property	0	n/a	$0.00	$0				
						Welfare Exempt Property	114	n/a	0.00	0				
						Non-Residential Property	n/a	22,520	0.82	18,420				
16	19, 20	C1-A	3-Story Attached (Townhouse)	3.02	$34,383	Residential Property	62	n/a	$554.57	$34,383				
						Welfare Exempt Property	0	n/a	0.00	0				
						Non-Residential Property	n/a	0	0.00	0				
17	22	S1	Type V Stacked Flat Condos over Grocery	2.80	$32,072	Residential Property	146	n/a	$175.74	$25,658				
						Welfare Exempt Property	26	n/a	0.00	0				
						Non-Residential Property	n/a	23,924	0.27	6,414				
18	23, 24	S2	3-Story Attached (Townhouse)	3.46	$39,178	Residential Property	102	n/a	$384.10	$39,178				
						Welfare Exempt Property	0	n/a	0.00	0				
						Non-Residential Property	n/a	0	0.00	0				
19	25	S3-A	Type V Apartments	1.41	$0	Residential Property	0	n/a	$0.00	$0				
						Welfare Exempt Property	152	n/a	0.00	0				
						Non-Residential Property	n/a	0	0.00	0				
20	26	S3-B	Type III Apartments	1.62	$19,334	Residential Property	160	n/a	$120.84	$19,334				
						Welfare Exempt Property	40	n/a	0.00	0				
						Non-Residential Property	n/a	0	0.00	0				
21	27	S4	3-Story Attached (Townhouse)	1.71	$20,302	Residential Property	31	n/a	$654.89	$20,302				
						Welfare Exempt Property	10	n/a	0.00	0				
						Non-Residential Property	n/a	0	0.00	0				
				35.42	**$393,018**		**1,299**	**82,937**		**$393,018**				

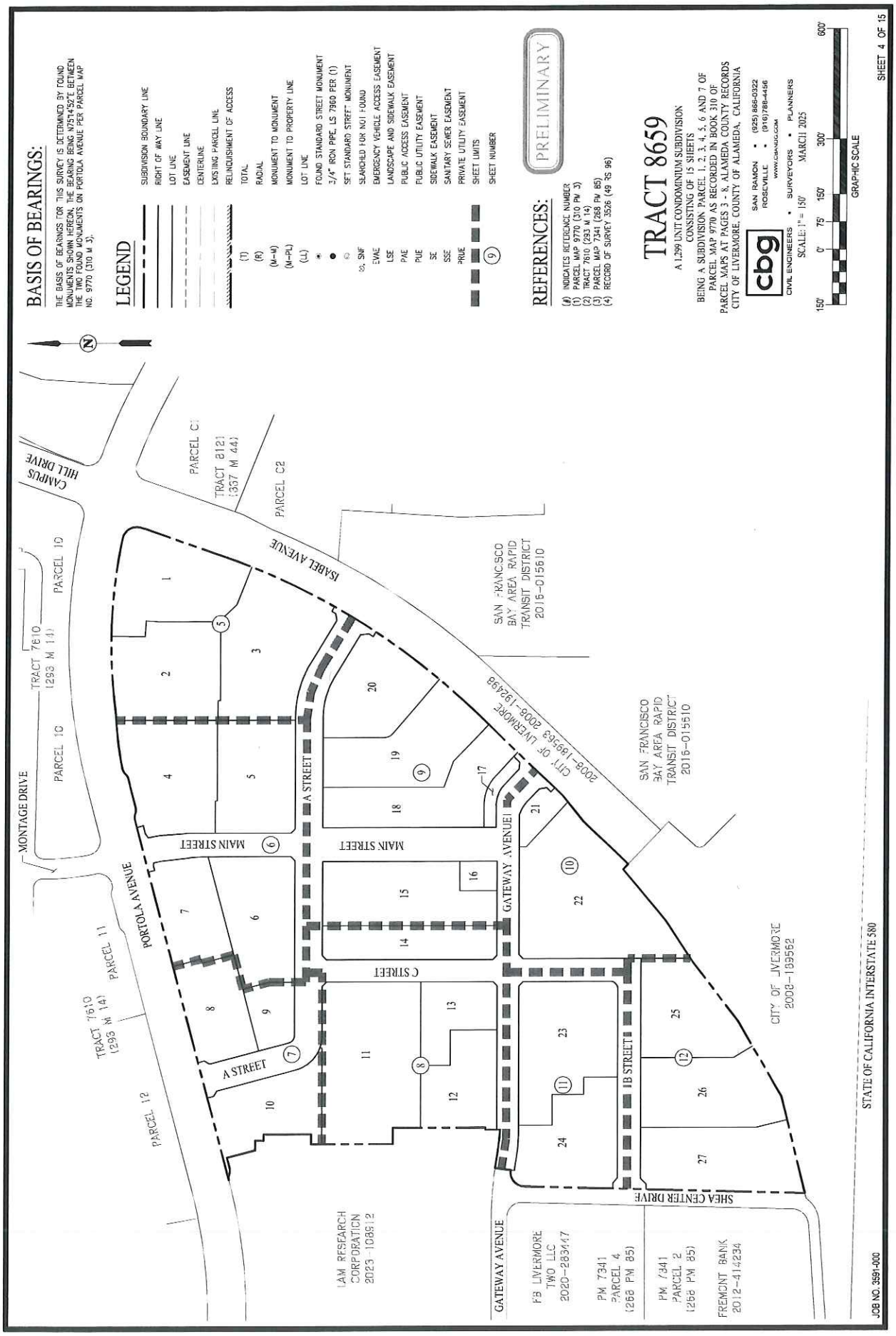
1 - to be updated/finalized immediately after each Final Subdivison Map is recorded so that there is no net loss of expected Maximum Special Tax Revenue within each Tax Zone.

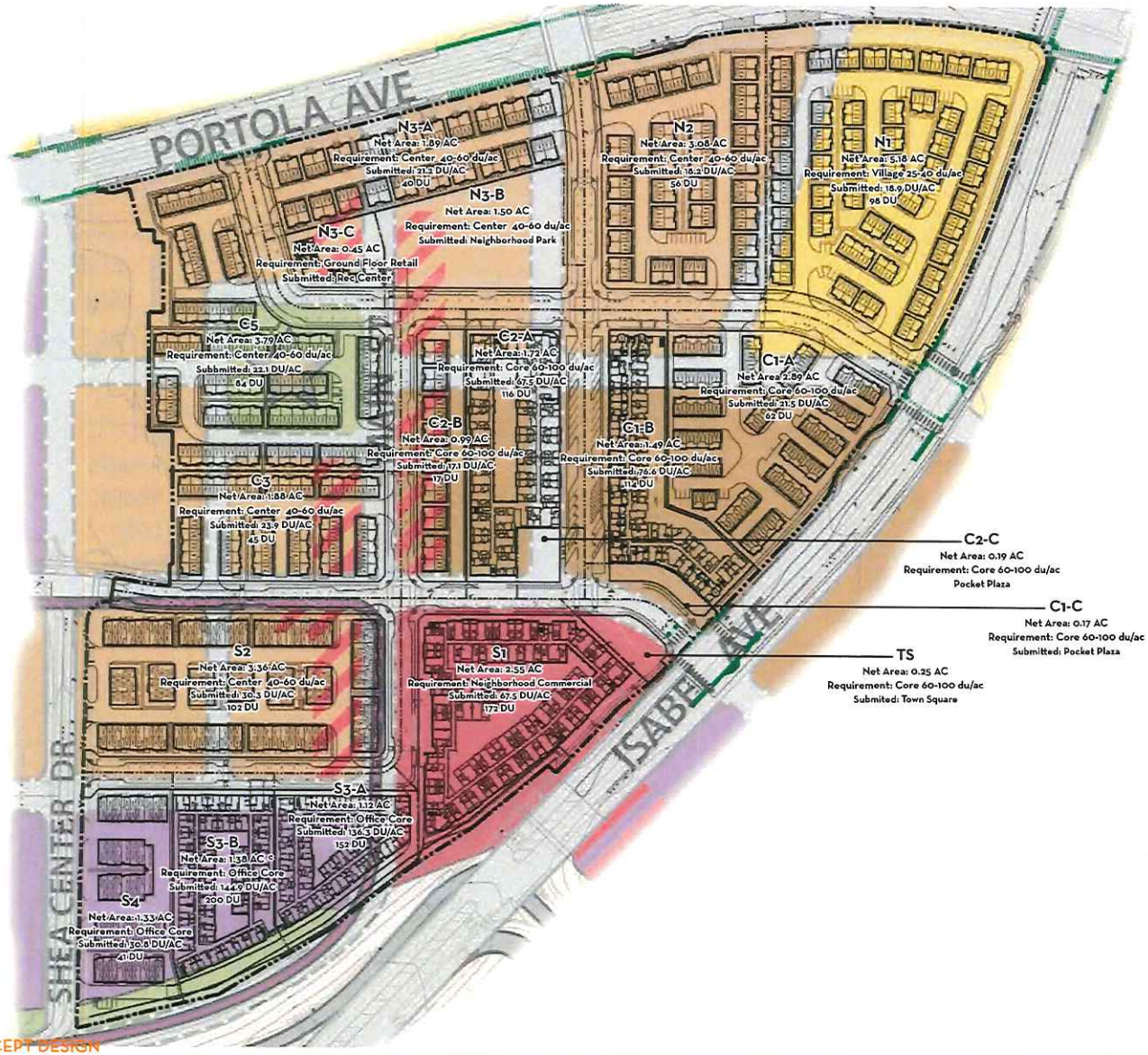
2- Per "VTTM Submittal with Conceptual Design, Livermore Crossing, Livermore, California", approved by the City Council on July 22, 2024

3 - In some instances, an Assessor's Parcel of Developed Property may be Mixed-Use Property. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for all residential Units and non-residential Building Square Feet on that Assessor's Parcel.

*On July 1 of each Fiscal Year, commencing on July 1, 2026, the Maximum Special Tax rates for Tax Zones 7-21 and the corresponding Expected Maximum Special Tax Revenue shall be increased by the February annual percentage change in the Consumer Price Index for all Urban Consumers ("CPI-U") for the San Francisco-Oakland-Hayward, CA, plus one percent (1.0%). If the percentage change in the CPI-U is negative, the Maximum Special Tax rates shall not be decreased. In the event the index described above ceases to be published, it shall be replaced by another reasonably comparable index, as determined by the City. Different Maximum Special Tax rates and tax escalation factors may be identified in Tax Zones added to CFD No. 2023-1 as a result of future annexations.

EXHIBIT A


BASIS OF BEARINGS:
THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN HEREON, THE BEARING BEING N75°14'52"E BETWEEN THE TWO FOUND MONUMENTS ON PORTOLA AVENUE PER PARCEL MAP NO. 9770 (310 M 3).
LEGEND
SUBDIVISION BOUNDARY LINE
RIGHT OF WAY LINE
LOT LINE
EASEMENT LINE
CENTERLINE
EXISTING PARCEL LINE
RELINQUISHMENT OF ACCESS
(T) TOTAL
(R) RADIAL
(M-M) MONUMENT TO MONUMENT
(M-PL) MONUMENT TO PROPERTY LINE
(LL) LOT LINE
FOUND STANDARD STREET MONUMENT
3/4" IRON PIPE, LS 7960 PER (1)
SET STANDARD STREET MONUMENT
SEARCHED FOR NOT FOUND
EVAE EMERGENCY VEHICLE ACCESS EASEMENT
LSE LANDSCAPE AND SIDEWALK EASEMENT
PAE PUBLIC ACCESS EASEMENT
PUE PUBLIC UTILITY EASEMENT
SE SIDEWALK EASEMENT
SSE SANITARY SEWER EASEMENT
PRUE PRIVATE UTILITY EASEMENT
SHEET LIMITS
SHEET NUMBER
REFERENCES:
(#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP 9770 (310 PM 3)
(2) TRACT 7610 (293 M 14)
(3) PARCEL MAP 7341 (268 PM 85)
(4) RECORD OF SURVEY 3526 (49 RS 96)
PRELIMINARY
TRACT 8659
A 1,299 UNIT CONDOMINIUM SUBDIVISION
CONSISTING OF 15 SHEETS
BEING A SUBDIVISION PARCEL 1, 2, 3, 4, 5, 6 AND 7 OF PARCEL MAP 9770 AS RECORDED IN BOOK 310 OF PARCEL MAPS AT PAGES 3 - 8, ALAMEDA COUNTY RECORDS
CITY OF LIVERMORE, COUNTY OF ALAMEDA, CALIFORNIA
cbg
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • (925) 866-0322
ROSEVILLE • (916) 788-4456
www.cbgsg.com
SCALE: 1" = 150'
MARCH 2025
150' 0' 75' 150' 300' 600'
GRAPHIC SCALE
MONTAGE DRIVE
TRACT 7610
1293 M 141
PARCEL 10
PARCEL 11
PARCEL 12
CAMPUS HILL DRIVE
PARCEL C1
TRACT 8121
1357 M 44
PARCEL C2
ISABEL AVENUE
PORTOLA AVENUE
A STREET
MAIN STREET
C STREET
B STREET
GATEWAY AVENUE
SHEA CENTER DRIVE
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT 2016-015610
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT 2016-015510
CITY OF LIVERMORE 2008-195563 2008-192498
CITY OF LIVERMORE 2008-189562
IAM RESEARCH CORPORATION 2023-108912
FB LIVERMORE TWO LLC 2020-283447
PM 7341 PARCEL 4 (268 PM 85)
PM 7341 PARCEL 2 (268 PM 85)
FREMONT BANK 2012-414234
STATE OF CALIFORNIA INTERSTATE 580
JOB NO. 3591-000
SHEET 4 OF 15



Existing INSP Density Requirement

- Village: 25-40 du/ac
- Center: 40-60 du/ac
- Core: 60-100 du/ac
- Open Space
- Neighborhood Commercial
- Office Core
- Ground Floor Retail
- Ground Floor Retail/Office

Density Comparison Planning Area	Existing Requirement Designation	Density	Submitted Density	Homes
N1	Village	25-40 du/ac	18.9 du/ac	98 du
N2	Center	40-60 du/ac	18.2 du/ac	56 du
N3-A	Center	40-60 du/ac	21.2 du/ac	40 du
N3-B	Center	40-60 du/ac	NA	NA
N3-C	Center	40-60 du/ac	NA	NA
C1-A	Core	60-100 du/ac	21.5 du/ac	62 du
C1-B	Core	60-100 du/ac	76.6 du/ac	114 du
C2-A	Core	60-100 du/ac	67.5 du/ac	116 du
C2-B	Core	60-100 du/ac	17.1 du/ac	17 du
C3	Center	40-60 du/ac	23.9 du/ac	45 du
C5	Center	40-60 du/ac	22.1 du/ac	84 du
S1	Nbhd Comm	NA	67.5 du/ac	172 du
S2	Center	25-40 du/ac	30.3 du/ac	102 du
S3-A	Office Core	NA	136.3 du/ac	152 du
S3-B	Office Core	NA	144.9 du/ac	200 du
S4	Office Core	NA	30.8 du/ac	41 du

CONCEPT DESIGN

MASTER PLAN COMPARISON - LUP EXISTING

SP-2

EXHIBIT A

ISABEL PORTOLA OWNER, LLC

WHA

© 2023 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA

LIVERMORE
ISABELCROSSING
LIVERMORE, CALIFORNIA

0 50 100 200

06-07-24 | 2022015

EXHIBIT D

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

Annexation No. 6

ASSESSOR'S PARCELS CONSTITUTING THE PROPERTY

Assessor's Parcel Number(s)
903 -0010-046-00
903 -0010-047-00
903 -0010-048-00
903 -0010-049-00
903 -0010-050-00
903 -0010-051-00
903 -0010-052-00
903 -0010-053-00
903 -0010-054-00

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.11**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution determining that Parcel Map 11219, SMP 40, located south of Atlantis Street and Challenger Street is annexed to the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services).

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution determining that Parcel Map 11219, SMP 40, located south of Atlantis Street and Challenger Street is annexed to the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services) and directing the City Clerk to record the Notice of Annexation.

DECISION TYPE

Administrative

SUMMARY

The SMP 40 project, Parcel Map 11219, located south of Atlantis Street and Challenger Street, was conditioned to participate in a maintenance district to finance the maintenance of public infrastructure. The property owner, Livermore Owner LP, is fulfilling this obligation by requesting annexation to Community Facilities District (CFD) No. 2021-1 (Maintenance and Public Services) (CFD No. 2021-1) and has provided the attached Unanimous Approval document that constitutes a unanimous vote by Livermore Owner LP, in favor of annexing their property into CFD No. 2021-1.

DISCUSSION

On July 12, 2021, City Council adopted Resolution 2021-129, approving the formation of CFD No. 2021-1 and a future annexation area (Future Annexation Area) for CFD No. 2021-1 under the Mello-Roos Community Facilities Act of 1982 (Mello-Roos Act). At that meeting, a special election of qualified landowner electors in CFD No. 2021-1 was held at which at least two-thirds of the electors voting approved the levy of the special tax in the original boundaries of CFD No. 2021-1 and an appropriations limit for CFD 2021-1.

Subsequently, on July 26, 2021, City Council adopted Ordinance No. 2126, to levy special taxes within CFD No. 2021-1, including any parcels that annex into CFD No. 2021-1. The Future Annexation Area was established for CFD No. 2021-1 to create a streamlined process for projects to annex into CFD No. 2021-1 and contribute maintenance funds for the public amenities and/or infrastructure.

The Future Annexation Area coincides with the City limits. Parcels within the Future Annexation Area may annex into CFD 2021-1 without any requirement for further public hearings or additional proceedings if their owners execute a unanimous approval (Unanimous Approval), which under the Mello-Roos Act constitutes the vote of the qualified elector in favor of the matters addressed in the Unanimous Approval for purposes of California law.

CFD No. 2021-1 was formed to provide funding for all direct and incidental costs related to providing for the maintenance of public infrastructure within the area of the CFD, the future annexation area, and areas adjacent to or in the vicinity of such areas. More specifically, the services shall include but are not limited to:

- maintenance and lighting of parks, parkways, streets roads, and open space,
- flood and storm protection services, and
- other public services authorized to be funded under Section 53313 of the California Government Code.

Costs for CFD No. 2021-1 administration, as well as Alameda County's costs to collect the special taxes, will also be paid with special taxes levied in CFD No. 2021-1.

The SMP 40 project, Parcel Map 11219, is located within the Future Annexation Area. The conditions of approval for the project require the property owner to participate in a maintenance district to finance the maintenance of public infrastructure. The property owner, Livermore Owner LP, is fulfilling this obligation by requesting annexation to Community Facilities District No. 2021-1 and has executed the attached Unanimous Approval. Unanimous Approval constitutes a unanimous vote by Livermore Owner LP, in favor of annexing their property to CFD No. 2021-1 and the annual levy of special taxes according to the rate and method of apportionment of the special tax (RMA).

To complete the annexation process for the SMP 40 project, Parcel Map 11219, the City Council is asked to consider adopting a resolution determining that the property is annexed to CFD No. 2021-01. Adoption of the resolution will annex the project as Tax Zone 2 within the CFD No. 2021-1 and direct the City Clerk to record a notice of the annexation with the Alameda County Recorder. Attachment 1 shows a map of the CFD No. 2021-1 boundary with all tax zones created to date. This map will be updated as new tax zones are annexed into CFD No. 2021-1.

FISCAL AND ADMINISTRATIVE IMPACTS

The City will administer CFD No. 2021-1 on an annual basis and will budget for, and manage, the necessary maintenance, operation, and administration. All related expenditures will be paid by the City with special taxes collected in CFD No. 2021-1.

With this annexation, the SMP 40 Parcel Map 11219 project becomes Tax Zone 2 in CFD No. 2021-1. The FY 2025-26 Special Tax Requirement Max Cap for Zone 2 is estimated at $68,211, an average of

$1,616 per acre as shown in Table 2 of Exhibit A to the Resolution. The max cap for Tax Zone 2 will increase on July 1, 2026, and annually each July 1 thereafter, based upon the prior calendar year's change in the Consumer Price Index – All Urban Consumers (San Francisco-Oakland- San Jose, CA) plus one percent (CPI + 1%).

Future annexations will be numbered sequentially as distinct tax zones. Each new zone will be assessed separately, based on their pro-rata share of the maintenance funds for the Isabel Neighborhood Specific Plan public infrastructure and amenities.

COMMUNITY 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

ATTACHMENTS

1. CFD 2021-1 Tax Zone Map
2. Resolution
3. Exhibit A - Unanimous Approval

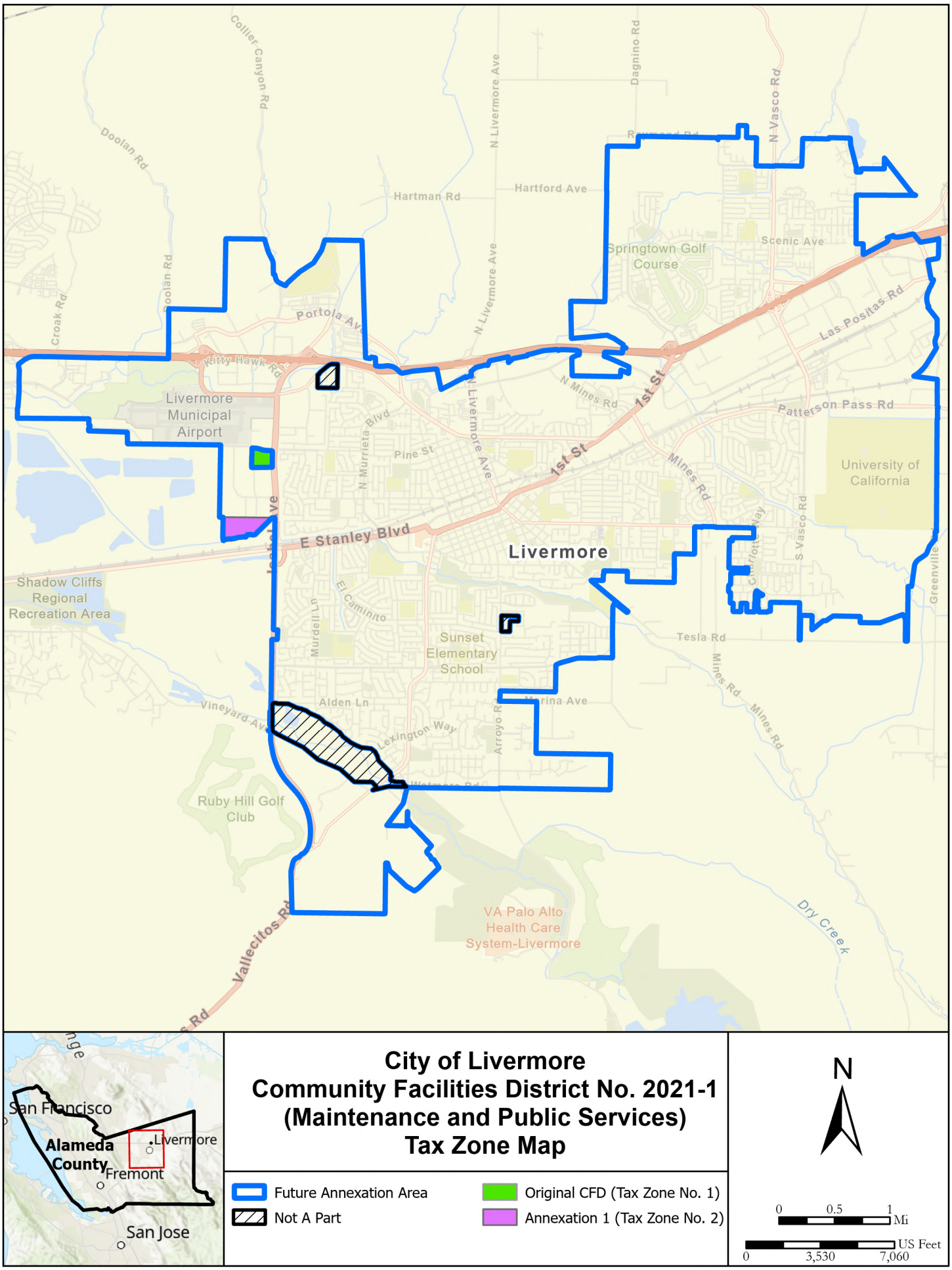
Prepared by: Jarrett Rasmussen
Associate Civil Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director



City of Livermore
Community Facilities District No. 2021-1
(Maintenance and Public Services)
Tax Zone Map

- Future Annexation Area
- Not A Part
- Original CFD (Tax Zone No. 1)
- Annexation 1 (Tax Zone No. 2)

N

0 0.5 1 Mi

0 3,530 7,060 US Feet

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DETERMINING THAT PARCEL MAP 11219, SMP 40, LOCATED SOUTH OF ATLANTIS STREET AND CHALLENGER STREET IS ANNEXED TO THE CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2021-1 (MAINTENANCE AND PUBLIC SERVICES)

The City of Livermore (the "City") is a general law city organized and existing under the Constitution and the law of the State of California.

Under the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code the "Act"), this City Council is authorized to establish a community facilities district and to act as its legislative body.

This City Council previously undertook the following proceedings to establish the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services) (the "CFD") and a future annexation area for the CFD (the "Future Annexation Area") pursuant to the Act for the purpose of levying a special tax (the "Special Tax") to finance certain municipal services (the "Services") as provided in the Act:

(i) this City Council adopted Resolution No. 2021-129, entitled "A Resolution Forming a Community Facilities District and a Future Annexation Area, and Authorizing and Directing Actions Related Thereto" (the "Resolution of Formation"), pursuant to which it established the CFD and the Future Annexation Area and authorized the levy of the Special Tax according to the rate and method of apportionment of special tax (the "Rate and Method") set forth in Exhibit B of the Resolution of Formation and an appropriations limit, subject to an election within the CFD on the propositions of levying the Special Tax and establishing the appropriations limit;

(ii) this City Council caused a map of the proposed boundaries of the CFD and the Future Annexation Area to be recorded in the Alameda County Recorder's Office on June 7, 2021, at 2:20 p.m., in Book 19 of Maps of Assessment and Community Facilities Districts at Pages 20-21, and, in the Resolution of Formation, this City Council approved the boundaries shown in the map as the boundaries of the CFD and the Future Annexation Area;

(iii) on July 12, 2021, a special election was held among the landowner voters within the CFD at which such voters approved the levy of the Special Tax in accordance with the Rate and Method and the appropriations limit by the two-thirds vote required by the Act, which approval was confirmed by Resolution No. 2021-131, entitled "A Resolution Declaring Results of a Special Landowner

Election for a Community Facilities District, Directing Recording of a Notice of Special Tax Lien, and Authorizing and Directing Actions Related Thereto"; and

(iv) on July 26, 2021, this City Council adopted its ordinance No. 2126, entitled "An Ordinance Levying a Special Tax Within City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services)", pursuant to which this City Council authorized and levied the Special Tax within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD) pursuant to the Act, at the rate and in accordance with the Rate and Method, as such Rate and Method may be supplemented in connection with annexations of any parcel or parcels in the Future Annexation Area into the CFD.

In the Resolution of Formation, and in accordance with Section 53339.7 of the Act, this City Council resolved that parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

Section 53339.8 of the Act provides that upon a determination by the legislative body that the area proposed to be annexed is added to the existing community facilities district, the clerk of the legislative body shall record notice of the annexation pursuant to Section 3117.5 of the Streets and Highways Code.

This City Council has been provided with a Unanimous Approval, which Unanimous Approval is attached hereto as Exhibit A, executed by the owner of certain property in the Future Annexation Area that is identified as Assessor's Parcel Number(s) 904 -0010-002-10 (the "Annexation Property").

Section 53329.6 of the Act provides that a Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in the Unanimous Approval for purposes of the California Constitution, including, but not limited to, Articles XIII A and XIII C.

In order to comply with Section 53339.8 of the Act, and having determined that the public convenience and necessity require that territory be added to the CFD, this City Council wishes to determine that the Annexation Property is added to the CFD.

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

Section 1. Recitals Correct. The foregoing recitals are true and correct.

Section 2. Determination Regarding the Annexation of the Annexation Property. This City Council hereby determines that, having received an executed Unanimous Approval by the owner of the Annexation Property, the Annexation Property is added to the CFD.

Section 3. Notice of Annexation. This City Council hereby orders and directs the City Clerk to record notice of the annexation pursuant to Section 3117.5 of the California Streets and Highways Code.

Section 4. Effective Date. This resolution shall take effect upon its adoption by this City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

Exhibit A – Unanimous Approval

UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters

City of Livermore
Community Facilities District No. 2021-1
(Maintenance and Public Services)
SMP 40

Annexation No. 1

The Honorable City Council
City of Livermore
1052 S Livermore Ave.
Livermore, CA 94550

Members of the City Council:

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. **Property Owner**. The undersigned is the owner (the "Property Owner") of fee simple title to the real property identified by the assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this Unanimous Approval. If requested by the City of Livermore (the "City"), the Property Owner has supplied to the City current evidence of its ownership of the Property.

The Property Owner hereby represents and warrants that there are no persons residing on the Property that are registered to vote.

2. **Acknowledgement of CFD**. The Property Owner acknowledges and understands the following:

(a) The City Council of the City has formed the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services) (the "CFD") and a future annexation area for the CFD (the "Future Annexation Area"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") for the purpose of financing certain public services (the "Authorized Services") described on Exhibit A hereto and made a part hereof. Exhibit A reflects certain unique Authorized Services to be provided to the properties in Tax Zone 1.

(b) The proceedings for the formation of the CFD authorized the City Council to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Rate and Method of Apportionment of Special Tax (the "Existing Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B. The Property Owner acknowledges that the City will create a special account into which the Special Taxes will be deposited for payment of the Authorized Services, when collected, and that the City will prepare the annual report required by Government Code Section 50075.3.

(c) The proceedings for the formation of the CFD authorized the City Council to annex property in the Future Annexation Area to the CFD, without additional public hearings or additional proceedings, upon unanimous approval of the owner of the property to be annexed as permitted by Section 53339.7(a) of the Act.

(d) The Property is in the Future Annexation Area for the CFD.

3. Unanimous Approval and Vote. This Unanimous Approval constitutes the unanimous approval and vote of the Property Owner in favor of the following matters for the purposes of Section 53339.7 et seq. of the Act and Articles XIIIA and XIIIC of the California Constitution:

a. Annexation: The annexation of the Property to the CFD for the purpose of financing the services described in Exhibit C hereto and made a part hereof. Exhibit C reflects certain unique Authorized Services to be provided to the properties in Tax Zone 2.

b. Special Tax: The levy of the Special Tax on the Property to finance the Authorized Services according to the Existing Rate and Method, as further supplemented by the supplement attached hereto as Exhibit D (the "Supplement") and made a part hereof (as so supplemented, the "Rate and Method"). In accordance with Section 53339.3(d) of the Act, the amount of the Special Tax reflects the actual cost of providing the Authorized Services to the Property, which will constitute Tax Zone 2. The duration of the Special Tax is perpetual.

c. Appropriations Limit: An initial appropriations limit for the CFD of $900,000 (as escalated in accordance with applicable law).

4. Waivers. The Property Owner hereby knowingly, intelligently, voluntarily and irrevocably waives (i) any right the Property Owner may otherwise have to protest or challenge the validity of the proceedings to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and (ii) any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD, the levy of the Special Tax on the Property or the initial appropriations limit for the CFD, (iii) any right the Property Owner may otherwise have to protest or challenge the conduct of (or any defect in) the proceedings to annex the Property to the CFD, approve the levy of the Special Tax on the Property or approve the initial appropriations limit for the CFD, or (iv) all requirements for the form or contents of this Unanimous Approval.

5. Recordation of Amendment to Notice of Special Tax Lien. The Property Owner acknowledges and understands that a Notice of Special Tax Lien for the CFD (the "Original Notice of Special Tax Lien") was recorded in the Office of the Recorder of the County of Alameda on July 23, 2021, as Document No. 2021256544. The Property Owner hereby authorizes and directs the Clerk of the City Council to execute and cause to be recorded in the office of the County Recorder of the County of Alameda an amendment to the Original Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax. The amendment to the Original Notice of Special Tax Lien shall include the Existing Rate and Method and the Supplement as exhibits thereto. The Property Owner acknowledges and understands that the lien of the Special Tax on the Property is coequal with the lien for ad valorem real property taxes levied by the County on the Property.

6. **Disclosures.** The Property Owner hereby agrees to provide to any subsequent purchaser of the Property written notice of the annexation of the Property to the CFD, and of the authority of the City Council to levy the Special Tax on the Property pursuant to the Rate and Method, to the extent required by applicable law.

7. **Agreements.** The Property Owner further agrees to execute such additional or supplemental agreements and to take such additional actions as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

The Property subject to this Unanimous Approval and to be annexed to the CFD, consists of the Assessor's Parcel identified in Exhibit E	The full legal name of the Property Owner is: LIVERMORE OWNER LP, a Delaware limited partnership

The foregoing Unanimous Approval is hereby executed this 7 day of July, 2025, in Torrance, California.

LIVERMORE OWNER LP,
a Delaware limited partnership

By: Livermore Industrial Partners 40 GP LLC,
a Delaware limited liability company, its General Partner

By: _____
Name: Timur Tecimer
Its: Manager

Declaration

I hereby affirmatively represent and certify that I have taken all necessary steps, and that I am duly authorized, to sign and submit this Unanimous Approval to the City on behalf of the owner(s) of the Property (Assessor's Parcel Number(s) 904 -0010-002-10) to annex the Property to the CFD, and that the City may rely upon my representation to process this Unanimous Approval on behalf of the owner(s) of the Property.

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

Date: July 7, 2025

Name: _____

Timur Tecimer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 07/07/2025 before me, Janine Walker, Notary Public
(insert name and title of the officer)

personally appeared Timur Tecimer,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

JANINE WALKER
Notary Public - California
Los Angeles County
Commission # 2432769
My Comm. Expires Jan 26, 2027

EXHIBIT A

City of Livermore
Community Facilities District No. 2021-1
(Maintenance and Public Services)

DESCRIPTION OF SERVICES AUTHORIZED IN THE CFD

Special taxes (the "Services Special Tax") levied in the captioned Community Facilities District (the "CFD") shall be used to finance each of the following services ("services" and "maintenance" shall have the meaning given those terms in the Mello-Roos Community Facilities Act of 1982, as amended) within the boundaries of, or in the vicinity of the boundaries of, the CFD:

Zone 1

All direct and incidental costs related to providing for the maintenance of a multi-use Trail, bioretention planter, roadside swales and landscaping along the south side of West Jack London Blvd within the 30' trail and landscape easement as shown on Public Improvement Plans for 1201 Voyager St.

Future Annexation Area

All direct and incidental costs related to providing for the maintenance of public infrastructure within the area of the CFD, the future annexation area, and areas adjacent to or in the vicinity of such areas. More specifically, the services shall include, but not be limited to:

(i) maintenance and lighting of parks, parkways, streets, roads and open space;

(ii) flood and storm protection services; and

(iii) other public services authorized to be funded under Section 53313 of the California Government Code, as it may be amended from time to time.

General

The CFD may fund any of the following related to the services in this Description of Services: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. It is expected that the services will be provided by the City, either with its own employees or by contract with third parties, or any combination thereof.

The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of creation of the CFD and will not supplant services already available within that territory when the CFD is created.

Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City in carrying out its duties with respect to the CFD (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the

County of Alameda related to the CFD or the collection of special taxes, an allocable share of the salaries of the City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the expenses identified above, the payment or reimbursement to the City of all costs associated with the establishment and administration of the CFD.

EXHIBIT B

City of Livermore
Community Facilities District No. 2021-1
(Maintenance and Public Services)

EXISTING RATE AND METHOD

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
CITY OF LIVERMORE
City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services)

A Special Tax shall be levied and collected in CFD 2021-1 each Fiscal Year, in an amount determined by the application of the procedures described below. All property in CFD 2021-1, unless exempted by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

I. DEFINITIONS

The terms used herein shall have the following meanings:

"Accessory Dwelling Unit" means a secondary residential unit of limited size, as defined in California Government Code Section 65852.1 as that may be amended from time to time, that shares a Parcel with a Unit of Single Family Property.

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no Acreage, the Acreage for any Assessor's Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map. If the preceding maps are not available, the Acreage of an Assessor's Parcel may be determined utilizing GIS. The Acreage of an Assessor's Parcel is equal to the square footage of such parcel divided by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Act of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD 2021-1: the costs of computing the Annual Special Tax Requirement and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the City or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any foreclosure action arising from any delinquent Special Tax in CFD 2021-1.

"Agricultural Property" means all Assessor's Parcels devoted primarily to agricultural, timber, or livestock uses and being used for the commercial production of agricultural, timber, or livestock products.

"Annual Services Costs" means the amounts required to fund services authorized to be funded by CFD 2021-1.

"Annual Special Tax Requirement" means that amount with respect to CFD 2021-1 determined by the City Council or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) in the Initial Fiscal Year, the Initial Formation Cost, (4) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD 2021-1, and (5) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

"Assessor's Data" means Units, Building Square Footage, Acreage, or other information contained in the records of the County Assessor for each Assessor's Parcel.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County Assessor for purposes of identification.

"Assisted Living Property" means all Assessor's Parcels of Developed Property used as a housing facility for people with disabilities who cannot, or who choose not to, live alone, according to Assessor's Data or as otherwise known by the CFD Administrator.

"Building Square Foot(age)" means the structure square footage as shown on the building permit issued or as contained in the Assessor's Data.

"**CFD 2021-1**" means the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services).

"CFD Administrator" means an official of the City, or designee or agent or consultant, responsible for administering the Special Tax in accordance with this Rate and Method of Apportionment of Special Tax.

"City" means the City of Livermore, County of Alameda, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD 2021-1.

"Commercial Property" means all Assessor's Parcels of Developed Property with a commercial use, according to Assessor's Data or as otherwise known by the CFD Administrator.

"County" means the County of Alameda, California.

"Developed Property" means, in any Fiscal Year, all Taxable Property in CFD 2021-1 for which a building permit for new construction was issued by the applicable land use authority prior to June 1 of the preceding Fiscal Year.

"Exempt Property" means all property located within the boundaries of CFD 2021-1 which is exempt from the Special Tax pursuant to Section V below.

"**Fiscal Year**" means the period from July 1st of any calendar year through June 30th of the following calendar year.

"GIS" means a geographic information system.

"Industrial Property" means all Assessor's Parcels of Developed Property with an industrial use, according to Assessor's Data or as otherwise known by the CFD Administrator.

"Initial Fiscal Year" means Fiscal Year 2021/22.

"Initial Formation Cost" means the costs associated with the formation of the District in the amount of

$25,000 to be included in the Annual Special Tax Requirement in the Initial Fiscal Year only.

"Maximum Special Tax" means the maximum Special Tax authorized for levy in any Fiscal Year that may apply to Taxable Property as described in Section III.

"Mixed-Use Property" means all Assessor's Parcels of Developed Property that have more than one property classification, allowing for both residential and other use types on each such Assessor's Parcel. For an Assessor's Parcel of Mixed-Use Property, the Special Tax shall be calculated and levied for each use type present on the Assessor's Parcel.

"Mobile Home Property" means all Assessor's Parcels of Developed Property with a movable or portable dwelling space available to be connected to utilities, and all Assessor's Parcels of Developed Property with five or more Units available to be connected to utilities as in a mobile home park. As it relates to Mobile Home Property, Units are the number of mobile home spaces on each Assessor's Parcel.

"Multi-Family Property" means all Assessor's Parcels of Developed Property with two or more Units that share a single Assessor's Parcel Number, are offered for rent to the general public, and cannot be purchased by individual homebuyers, according to Assessor's Data or as otherwise known by the CFD Administrator. Multi-Family Property also means all Assessor's Parcels of Developed Property with one Unit with a single Assessor's Parcel Number that is a condominium, pursuant the definition in Civil Code Section 4125, or a townhome.

"Office Property" means all Assessor's Parcels of Developed Property used as offices, including medical, dental offices and office condominiums, according to Assessor's Data or as otherwise known by the CFD Administrator.

"Property Owner's Association" means any property owner's association. As used in this definition, a Property Owner's Association includes any home-owner's association, condominium owner's association, master or sub-association.

"Property Owner's Association Property" means any property which is (a) owned by a Property Owner's Association or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property.

"Proportionately" means, for Developed Property that the ratio of the Special Tax levy to the Maximum Special Tax is equal for all Assessors' Parcels of Developed Property within CFD 2021-1.

"Public Property" means any property owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public or private road right-of-way making the property unusable for any other purpose has been granted to the federal government, the State of California, the County, the City, or any local government or other public agency.

"Single Family Property" means all Assessor's Parcels of Developed Property with one permanent dwelling Unit, according to Assessor's Data or as otherwise known by the CFD Administrator. Single Family Property does not include any property that is considered Multi-Family Property.

"Special Tax" means the amount levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Annual Special Tax Requirement.

"Tax Escalation Factor" as of February 1 of each Fiscal Year, the Maximum Special Tax shall be increased by the percentage increase in the Consumer Price Index ("CPI"), All Urban Consumers, for the San Francisco-Hayward-San Jose area plus one percent (1.0%). If the percentage change in the CPI is negative the Maximum Special Tax shall not be decreased. In the event index described in the first sentence ceases to be published, it shall be replaced by another index as determined by the City that is reasonably comparable to the index described in the first sentence.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Rate and Method of Apportionment of Special Tax. ***All the Taxable Property within* CFD 2021-1 *at the time of its formation is within Tax Zone No. 1.*** Additional Tax Zones may be created when property is annexed to CFD 2021-1, and a separate Maximum Special Tax shall be identified for property within each new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone when such Parcels are annexed to CFD 2021-1 shall be identified by Assessor's Parcel number in the annexation documents at the time of annexation.

"Taxable Property" means all Assessor's Parcels within the boundary of CFD 2021-1 that are not Exempt Property or exempt from the Special Tax pursuant to the Act.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property that are not Developed Property.

"Unit" means any individual single family detached or attached home, townhome, condominium, apartment, mobile home or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure. An Accessory Dwelling Unit that shares a Parcel with a Unit of Single Family Property shall not be considered a separate Unit for purposes of calculating the Special Tax.

"Welfare Exempt Property" means all Assessor's Parcels within the boundaries of CFD 2021-1 that have been granted a welfare exemption pursuant to Section 53340 (c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code by the County.

II. DETERMINATION OF TAXABLE PARCELS

On or about July 1 of each Fiscal Year, the CFD Administrator shall determine the valid Assessor's Parcel Numbers for all Taxable Property within CFD 2021-1. If any Assessor's Parcel Numbers are no longer valid, the CFD Administrator shall determine the new Assessor's Parcel Number(s) in effect for the then-current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated or otherwise reconfigured, the Maximum Special Tax shall be assigned to the new Assessor's Parcels pursuant to Section III. The CFD Administrator shall also determine: (i) the Tax Zone within which each Parcel is located; (ii) which Parcels are Developed Property and Undeveloped Property; (iii) the number of Units, Building Square Footage, and/or Acreage each Parcel contains; (iv) the property type, i.e. Single Family Property, etc.; and (v) the Annual Special Tax Requirement for the Fiscal Year.

III. SPECIAL TAX - METHOD OF APPORTIONMENT

All Taxable Property shall be subject to a Special Tax defined as follows.

The Special Tax shall be levied each Fiscal Year by the CFD Administrator. The Annual Special Tax

Requirement shall be apportioned to each Parcel within CFD 2021-1 by the method shown below.

First. Determine the Annual Special Tax Requirement for each Tax Zone.

Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the Maximum Special Tax within each Tax Zone described in the tables below to satisfy the Annual Special Tax Requirement for each Tax Zone.

TABLE 1
MAXIMUM SPECIAL TAX RATES – TAX ZONE NO. 1
FISCAL YEAR 2021/22*

Property Type	Maximum Special Tax Rate	Per
Commercial Property	$1,491.00	Acre
Office Property	1,491.00	Acre
Industrial Property	1,491.00	Acre

**On each July 1, commencing on July 1, 2022, the Maximum Special Tax Rate for each Tax Zone shall be increased by the Tax Escalation Factor.*

A different Maximum Special Tax rate may be identified in Tax Zones added to CFD 2021-1 as a result of future annexations.

In some instances, an Assessor's Parcel of Developed Property may be Mixed-Use Property. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for all Units, Building Square Feet and/or Acreage of each property type on that Assessor's Parcel.

IV. FORMULA FOR PREPAYMENT OF SPECIAL TAX OBLIGATIONS

The Special Tax may not be prepaid.

V. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Agricultural Property, Property Owner Association Property or Public Property, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.

As may be required pursuant to the Act, Welfare Exempt Property may be classified as Exempt Property. Should any Assessor's Parcel not be classified as Exempt Property when the Welfare Exemption applied, the property owner may appeal the special tax levy as described in Section VIII below. Any refund of the amount of Special Tax paid for the Fiscal Year the exemption has been granted will be provided to the property owner of Welfare Exempt Property who was granted the exemption.

VI. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

The City reserves the right to make minor administrative and technical changes to this document that do

not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the City's discretion. Interpretations may be made by the City Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

VII. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the City may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD 2021-1, and may collect delinquent Special Taxes through foreclosure or other available methods.

A Special Tax shall continue to be levied and collected within CFD 2021-1, as needed to fund the Annual Special Tax Requirement, in perpetuity.

VIII. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of the Special Tax. In addition, during the term of the appeal process, all Special Tax levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, an adjustment shall be made to credit the Special Tax in future years. If no future year Special Tax is anticipated to be levied, a cash refund shall be made to the extent required by applicable law.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT C

City of Livermore
Community Facilities District No. 2021-1
(Maintenance and Public Services)

Annexation No. 1

DESCRIPTION OF SERVICES TO BE FINANCED

Special taxes (the "Services Special Tax") levied in the captioned Community Facilities District (the "CFD") shall be used to finance each of the following services ("services" and "maintenance" shall have the meaning given those terms in the Mello-Roos Community Facilities Act of 1982, as amended) within the boundaries of, or in the vicinity of the boundaries of, the CFD:

Tax Zone No. 2

All direct and incidental costs related to providing for the maintenance of a storm drainage system and a multi-use Trail along the south side of the SMP 40 Property (Assessor's Parcel Number 904 -0010-002-10) to the west of the Isabel Avenue and North of Stanley Boulevard within the 20' trail easement as shown on the Parcel Map 11219 and the storm drain and swale systems located on the adjacent Zone 7 properties (Assessor's Parcel Numbers 904 -0012-017-00 and 904 -0010-002-05) as shown on the SMP 40 Offsite Improvement Plans.

General

The CFD may fund any of the following related to the services in this Description of Services: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. It is expected that the services will be provided by the City, either with its own employees or by contract with third parties, or any combination thereof.

The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of creation of the CFD and will not supplant services already available within that territory when the CFD is created.

Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City in carrying out its duties with respect to the CFD (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County of Alameda related to the CFD or the collection of special taxes, an allocable share of the salaries of the City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action

to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the expenses identified above, the payment or reimbursement to the City of all costs associated with the establishment and administration of the CFD.

EXHIBIT D

City of Livermore
Community Facilities District No. 2021-1
(Maintenance and Public Services)

Annexation No. 1

SUPPLEMENT TO EXISTING RATE AND METHOD

SUPPLEMENT NO. 1
(TAX ZONE NO. 2)
TO
RATE AND METHOD OF APPORTIONMENT

This Supplement No. 1 (Tax Zone No. 2) to the Rate and Method of Apportionment (this "Supplement") supplements the Rate and Method of Apportionment (the "Existing Rate and Method," and together with the Supplement, the "Rate and Method") for "City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services)" (the "CFD") as it applies to the property designated as Tax Zone No. 2 ("Tax Zone 2") that is being annexed to the CFD for the purpose of financing certain Maintenance and Public Services (each of which constitutes a "Service" as defined in "A Resolution of Formation of a Community Facilities District and Future Annexation Area " adopted as Resolution No. 2021-129 by the City Council of the City of Livermore on July 12, 2021).

This Supplement supplements the Existing Rate and Method by adding Table 2 to Section III. of the Existing Rate and Method that will be applicable to Tax Zone 2 only. Except as expressly set forth in this Supplement, all provisions of the Existing Rate and Method shall govern Tax Zone 2.

Capitalized terms that are used but not defined in this Supplement have the meaning given them in the Existing Rate and Method.

TABLE 2
MAXIMUM SPECIAL TAX RATES – TAX ZONE NO. 2
FISCAL YEAR 2025/26*

Property Type	Maximum Special Tax Rate	Per
Industrial Property	$1,616.00	Acre

*On July 1 of each Fiscal Year, commencing on July 1, 2026, the Maximum Special Tax rate for Tax Zone 2 shall be increased by the February annual percentage change in the Consumer Price Index for all Urban Consumers ("CPI-U") for the San Francisco-Oakland-Hayward, CA, plus one percent (1.0%). If the percentage change in the CPI-U is negative, the Maximum Special Tax rates shall not be decreased. In the event the index described above ceases to be published, it shall be replaced by another reasonably comparable index, as determined by the City. Different Maximum Special Tax rates and tax escalation factors may be identified in Tax Zones added to CFD No. 2021-1 as a result of future annexations.

EXHIBIT E

City of Livermore
Community Facilities District No. 2021-1
(Maintenance and Public Services)

Annexation No. 1

ASSESSOR'S PARCELS CONSTITUTING THE PROPERTY

Assessor's Parcel Number(s)
904 -0010-002-10

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.12**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution adding the Arroyo Vista Base Repairs Project SM202629 to the 2025-2030 Capital Improvement Plan and authorizing allocations of $400,000 of County Measure BB - Local Streets & Roads (Fund 552) in Fiscal Year 2025-26.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution adding the Arroyo Vista Base Repairs Project SM202629 to the 2025-30 Capital Improvement Plan and allocating $400,000 of County Measure BB - Local Streets & Roads (Fund 552) to the FY 2025-26 budget of the Arroyo Vista Base Repairs Project SM202629.

DECISION TYPE

Administrative

SUMMARY

The proposed Arroyo Vista Base Repairs Project SM202629 will perform base repairs and resurface damaged street sections in the frontage areas of Arroyo Vista Tracts 8714 and 8689 along Las Positas Road, Arroyo Vista, and Bennett Drive as shown in Attachment 1. Staff recommends establishing and allocating funding for a new project to complete the necessary repairs, as they exceed the scope of work assigned to the developer for this area. Having the developer complete these base repairs prior to resurfacing the street will significantly reduce future maintenance costs. The project will be funded by County Measure BB - Local Streets & Roads Funds.

DISCUSSION

On July 24, 2017, the City Council approved Vesting Tentative Tract Map 8379 (SUB16-010) and the conditions of approval for the Arroyo Vista development, consisting of 435 residential units in two phased maps as shown in Attachment 1. The first phase of the tentative map, Tract 8379, consists of 86 single family homes and 109 townhome units, and is located on the west side of the Arroyo Seco Channel along Las Positas Road. The second phase of the tentative map Tract 8689 consists of 108 duet flat

homes and 132 townhome units and is located on the east side of the Arroyo Seco Channel along Las Positas Road. City Council approved final Tract Map 8379 on February 12, 2024, and Tract Map 8689 on September 9, 2024. On July 14, 2025, the City Council approved Tract 8714 as a remapping of Tract Map 8379, which included the widening of certain private alleys to support increased building heights requested by the developer.

During construction of the offsite improvements for Tracts 8714 and 8689, staff observed that the roadway frontages associated with these tracts, located along Las Positas Road, Arroyo Vista, and Bennett Drive, are in deteriorated condition and require base repairs. The project was originally conditioned in 2017 to include micro surfacing and restriping along the frontage. However, the roadway condition has progressively declined over time to the extent that additional base repairs are now necessary to ensure the effectiveness of the micro surfacing and achieve a more durable final roadway condition. Since these improvements extend beyond the developer's original conditions of approval, the developer qualifies for Traffic Impact Fee reimbursements totaling $400,000 for this project. The project will consist of about 35,130 square feet of base repair along with traffic control and temporary striping in the work areas. The project will extend the life of the road asset and improve public safety by eliminating road hazards.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for the Arroyo Vista Base Repairs Project SM202629 will come from County Measure BB - Local Streets & Roads Fund 552 in FY 2025-26 which will allow for construction to commence this year. As shown in Attachment 2, total project costs are estimated to be $400,000. The project will extend the life of the road asset and future maintenance will be performed and funded by the City's Pavement Repair program.

COMMUNITY PILLAR

5: A City That Works

GOAL

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

ATTACHMENTS

1. Vicinity Map
2. CIP Book Page
3. Resolution

Prepared by: Jarrett Rasmussen
Associate Civil Engineer

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

Arroyo Vista Base Repairs Project SM202629



666.7 0 333.33 666.7 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US
Livermore IT, GIS Services

1: 4,000

This map is based on City of Livermore GIS Information and reflects the most current information at the time of this printing. The map is intended for reference purposes only and the City and its staff is not responsible for errors or omissions.

Notes

ARROYO VISTA BASE REPAIRS PROJECT

Project No.: SM202629



PROJECT LOCATION
Arroyo Vista, Las Positas Rd, and Bennett Dr

COMMUNITY PILLAR: A City That Works

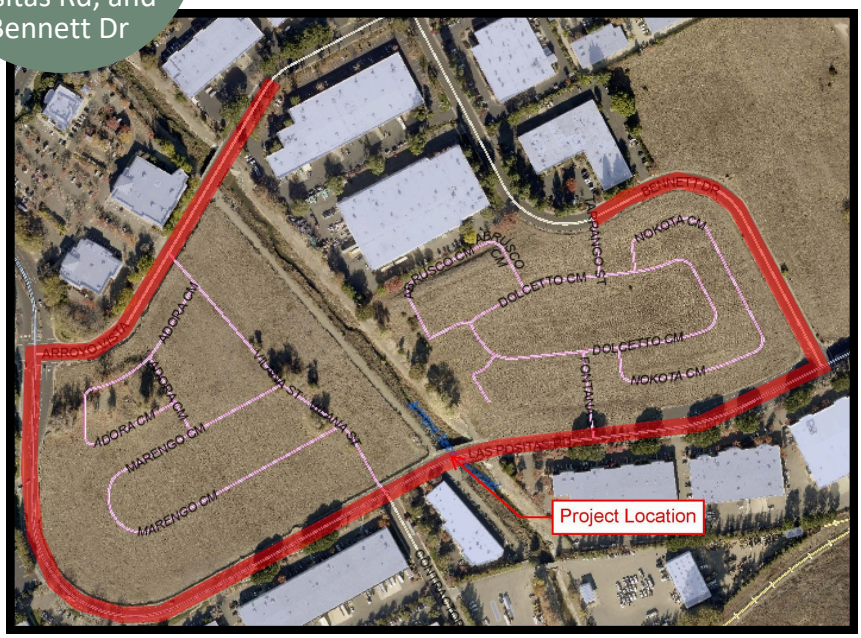
GOAL: 14: Develop, operate, and maintain the City's infrastructure.

FUNDING: Project funding comes from Measure BB - Local Streets and Roads.

O&M COST ASSUMPTIONS: There will be no additional O&M costs associated with this project.

Project Description:

This project will perform base repairs along Las Positas Road, Arroyo Vista, and Bennett Drive with Trumark Tracts 8714 and 8689. During construction of the offsite improvements for Tracts 8714 and 8689, City staff noted that the roadway frontages are in poor condition and require base repairs. As these improvements go beyond the Developer's original conditions of approval, the developer is eligible for TIF reimbursements of $400,000 for this project, which also covers associated administration and inspection expenses.



Project Justification:

This project seeks to restore the roadway along Las Positas Road, Arroyo Vista, and Bennett Drive from traffic related damage.

PROJECT FUNDING

Fund	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-45	Total
Measure BB - Local Streets and Roads	$0	$400,000	$0	$0	$0	$0	$0	**$400,000**
TOTAL	**$0**	**$400,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$400,000**

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADDING THE ARROYO VISTA BASE REPAIRS PROJECT TO THE 2025-2030 CAPITAL IMPROVEMENT PLAN AND AUTHORIZING ALLOCATIONS OF $400,000 OF COUNTY MEASURE BB – LOCAL STREETS & ROADS (FUND 552) IN FISCAL YEAR 2025-26

(Arroyo Vista Base Repairs Project SM202629)

The Arroyo Vista Base Repairs Project will consist of base repairs being performed on sections of Las Positas Road, Arroyo Vista, and Bennett Drive along the frontage of Tracts 8714 and 8689. The base repairs will extend the life of the road asset and improve public safety by eliminating road hazards.

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

1. Approves adding Arroyo Vista Base Repairs Project SM202629 to the 2025-2030 Capital Improvement Plan; and

2. Authorizes allocating $400,000 in County Measure BB – Local Streets & Roads Fund 552 to the FY 2025-26 budget of the Arroyo Vista Base Repairs Project SM202629.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Acting City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.13**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing an agreement between City of Livermore and The Alliance for Community Wellness dba La Familia to allocate $350,000 in Opioid Settlement Funds for predevelopment costs of a substance use disorder treatment facility located at 16459 Tesla Road in the unincorporated county.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager, or her designee, to execute an agreement between the City of Livermore and The Alliance for Community Wellness dba La Familia to allocate $350,000 in Opioid Settlement Funds for predevelopment costs of a substance use disorder treatment facility located in the unincorporated county area at 16459 Tesla Road.

DECISION TYPE

Administrative

SUMMARY

The City has received $375,381 in opioid settlement funds through participation in national litigation against pharmaceutical distributors and manufacturers. Staff recommends allocating $350,000 to support predevelopment and development costs for a 16-bed substance use disorder (SUD) treatment facility at 16459 Tesla Road, led by The Alliance for Community Wellness dba La Familia.

The project supports the City's goal of expanding low-cost, accessible substance use treatment for residents and aligns with state requirements and opioid settlement remediation goals. La Familia secured $7.6 million in State Behavioral Health Continuum Infrastructure Program (BHCIP) funding for acquisition and construction. The facility will expand the County's behavioral health continuum, serving over 1,400 clients annually across sobering, withdrawal management, and treatment programs. Predevelopment work is underway, with construction starting in March 2026 and operations projected to begin in July 2027. Long-term sustainability will be supported by Alameda County Behavioral Health through a 30-year commitment and Medi-Cal reimbursement.

DISCUSSION

In April 2023, the City Council authorized participation in the 2021 nationwide opioid settlements, resolving litigation against McKesson, Cardinal Health, AmerisourceBergen, Janssen Pharmaceuticals, Inc., and Johnson & Johnson. These settlements will distribute up to $21 billion from the Distributors over 18 years and $5 billion from Johnson & Johnson over nine years.

On July 22, 2024, the City Council adopted Resolution No. 2024-137, authorizing the City Manager to execute documentation for the Kroger settlement. The Council also ratified participation in pharmacy chain settlements and authorized the City Manager to exercise discretion in joining future agreements. As of July 2025, the City's opioid settlement fund balance is $375,381.

In addition to the remediation activities outlined in the settlement agreements, California has identified five High Impact Abatement Activities (HIAA) to guide local investment:

1. Matching funds for operating costs of SUD facilities within BHCIP
2. Development or expansion of SUD treatment infrastructure
3. Services for communities of color and vulnerable populations disproportionately impacted by SUD
4. Justice system diversion programs, including training for first responders and implementation of best practices in outreach, harm reduction, and restorative justice
5. Preventive interventions for vulnerable youth

In July 2023, La Familia was awarded $7.6 million in BHCIP funding from the State for acquisition, renovation, and construction of the facility. The center will provide licensed, high-quality care in a therapeutic environment and expand the County's continuum of services:

Program Component	Beds Added	Proposed Annual Clients Served
Sobering Center	4	1241
Withdrawal Management	4	176
Treatment Program	8	54

In spring 2025, La Familia retained Kier+Wright Civil Engineers and DLR Architect Group. Both have extensive experience in Alameda County. The completed assessments include:

- 3D imaging of the property, septic and water system analyses
- Structural review of the private bridge on the property
- Flood zone analysis to inform planning

Located within unincorporated Alameda County, the facility will undergo an entitlement process in coordination with County staff. Use permits are expected to be finalized and submitted by November, with development plans completed by February. These steps will set the stage for all predevelopment activities to conclude by February 2026. Construction and development will then proceed, with completion anticipated by May 2027. By July 2027, the facility will officially open, initiating operations and delivering vital services to the community.

Operational support will be anchored by Alameda County Behavioral Health through a 30-year commitment. Programs will be sustained through Medi-Cal reimbursement and County Behavioral Health

investments.

Staff recommends allocating $350,000 from the City's opioid settlement funds to support predevelopment and development costs for this16-bed SUD treatment facility at 16459 Tesla Road. This project aligns with both opioid remediation goals and HIAA criteria.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding from the opioid settlement has been incorporated into the approved budgets for Fiscal Years 2025-26 and 2026-27 under Fund 241. Revenue is derived from payments received through various legal settlements related to the opioid crisis. The Housing and Human Services division will oversee the administration of these funds, including disbursement and compliance reporting.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL CATEGORY

8: Expand and improve access to human services

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Shelly Haynes
Management Analyst

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF LIVERMORE AND THE ALLIANCE FOR COMMUNITY WELLNESS DBA LA FAMILIA TO ALLOCATE $350,00 IN OPIOID SETTLEMENT FUNDS (FUND 241) FOR PREDEVELOPMENT COSTS OF A SUBSTANCE USE DISORDER TREATMENT FACILITY LOCATED IN THE UNINCORPORATED COUNTY AREA AT 16459 TESLA ROAD.

The City has received $375,381 in opioid settlement funds through participation in national litigation against pharmaceutical distributors and manufacturers. Staff recommends allocating $350,000 to support predevelopment and development costs for a 16-bed substance use disorder (SUD) treatment facility at 16459 Tesla Road, led by The Alliance for Community Wellness dba La Familia. The project supports the City's goal of expanding low-cost, accessible substance use treatment for residents and aligns with state and opioid settlement remediation goals.

La Familia secured $7.6 million in State Behavioral Health Continuum Infrastructure Program (BHCIP) funding for acquisition and construction. The facility will expand the County's behavioral health continuum, serving over 1,400 clients annually across sobering, withdrawal management, and treatment programs. Predevelopment work is underway, with construction starting in March 2026 and operations projected to begin in July 2027. Long-term sustainability will be supported by Alameda County Behavioral Health through a 30-year commitment and Medi-Cal reimbursement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the City Manager, or her designee, is authorized to execute an agreement between the City of Livermore and The Alliance for Community Wellness dba La Familia to allocate $350,00 in Opioid Settlement Funds (Fund 241) for predevelopment costs of a substance use disorder treatment facility located in the unincorporated county area at 16459 Tesla Road.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

*_/s/ Daniel Gonzales_*_____
Daniel Gonzales
Deputy City Attorney

Exhibit A – Standard Services Agreement between the City of Livermore and The Alliance for Community Wellness dba La Familia

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EXHIBIT A

AGREEMENT BETWEEN CITY OF LIVERMORE AND THE ALLIANCE FOR COMMUNITY WELLNESS DBA LA FAMILIA FOR FISCAL YEAR 2025-2026

THIS AGREEMENT, entered into this _____ day of _____, 20___, between the City of Livermore, a municipal corporation ("City"), and The Alliance for Community Wellness, dba La Familia, a California non-profit corporation ("Recipient").

RECITALS

In April 2023, the Council provided directions to join the 2021 nationwide opioid settlements. The settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen ("Distributors")—and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson. These "2021 National Settlements" have been finalized, and payments have already begun. In all, the Distributors will pay up to $21 billion over 18 years, and J&J will pay up to an additional $5 billion over no more than nine years.

As of May 31, 2025, The City has received approximately $359,000 in opioid settlement funds (the "Funds"). The Funds are expected to be distributed through 2038.

California has designated a set of five High Impact Abatement Activities (HIAA) for the settlement funds:

- Provision of matching funds or operating costs for substance use disorder (SUD) facilities with an approved project within the Behavioral Health Continuum Infrastructure Program.
- Creating new or expanded SUD treatment infrastructure.
- Addressing the needs of the communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD.
- Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction.
- Interventions to prevent drug overdose in vulnerable youth.

In July 2023, the State awarded Recipient $7.6 million in Behavioral Health Continuum Infrastructure Program funds to purchase, renovate, and develop a SUD facility located at 16459 Tesla Road. This facility will include 16 SUD treatment beds. This facility is meant to serve Tri-Valley residents, with operating funds being secured through a 30-year contract with Alameda County Behavioral Health.

The City and Recipient wish to enter into an agreement to allocate the Funds to Recipient for Activities performed from July 1, 2025, through June 30, 2027. City and Recipient understand that the Funds shall be administered consistent with the procedures, standards, regulations, and guidelines for the National Opioid Settlement program, including the laws and orders applicable

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to such programs.

AGREEMENT

NOW THEREFORE, in recognition of the mutual consideration provided herein, City and Recipient hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Relationship of Parties (Independent Contractors).** The relationship of the parties shall be that of independent contractors. Recipient and its employees are not City officers or employees. Recipient is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance of the Activities contemplated by this Agreement.

2. **Scope of Service.**

A. Activities. Recipient is responsible for administering the Funds in a manner satisfactory to City, and consistent with the State's standards, terms, and conditions imposed by the HIAA.

i) *Eligible Activities:* The Project will include the following activities eligible under the Program: creating new or expanded SUD treatment infrastructure ("Project").

ii) *Project and Program Delivery*: Recipient shall comply with the goals and performance standards as defined below and outlined in the Program Scope of Work attached as Exhibit "A", as well as comply with all applicable laws, rules, ordinances, and regulations.

iii) *Project Objective*: Provide SUD Treatment services to the Tri-Valley community. ("Activities").

iv) *General Administration*: The Funds for the Activities are to be administered under the direction of the Recipient's Chief Executive Officer and shall comply with the procedures, standards, regulations, and guidelines for the program, including the laws and orders applicable to such programs.

B. Budget. City will grant, and Recipient will use, the Funds awarded pursuant to budget terms set forth in Exhibit "A", to perform the Activities and Project consistent with the terms and conditions of this Agreement, the Program, and any conditions imposed upon the Program.

C. Performance Monitoring. City will monitor Recipient's performance against goals and performance standards as outlined in the Program Scope of Work in Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

3. **Time for Performance.** Recipient shall commence the Activities on July 1, 2025, and

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continue the Activities through June 30, 2027.

4. **Payment.** It is expressly agreed and understood that the total amount available from City to Recipient for the Activities under this Agreement shall not exceed the amount of $350,000 under the budget terms set forth in Exhibit "A. Even though the Funds are available, Recipient shall only be entitled to draw that portion of the Funds commensurate with the Activities provided. City shall only make payments for those Activities that comply with the terms and conditions of this Agreement.

5. **Hold Harmless and Indemnity.** To the fullest extent permitted by law, Recipient shall hold harmless, indemnify, and defend with counsel selected by the City or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents and designated volunteers 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 Recipient's performance of the services, projects, and activities contemplated by this Agreement, or in connection with Recipient'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 City. Recipient's obligations to hold harmless, indemnify, and defend shall not be excused because of Recipient's inability to evaluate Liability or because Recipient evaluates Liability and determines that Recipient 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. Recipient must respond within 30 days to the tender of any claim for defense and indemnity by the City.

6. **Insurance.** Recipient shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Activities. Upon reasonable written notice, Recipient shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City's Risk Manager.

7. **Copyright and Right of Use.** All items created by Recipient under this Agreement are works made for hire, and Recipient shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Activities. Recipient agrees that all aspects of the Activities 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 Recipient to City and Recipient 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 Activities.

8. **Notices.** Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

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City: City of Livermore
Attn: Josh Thurman, Human Services Program Manager
1052 Livermore Avenue
Livermore, California 94550

Recipient: The Alliance for Community Wellness
Attn: Aaron Ortiz
24301 Southland Drive, Ste 300
Hayward, CA 94545

9. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

10. **Waiver.** City's failure to act with respect to a breach by Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

11. **Construction of Language.** 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 an attachment hereto or document incorporated by reference, the language in the body of the Agreement controls.

12. **Entire Agreement; Modification.** This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Activities. Any modification to this Agreement must be in writing and signed by both parties. No amendment may invalidate this Agreement or relieve or release City or Recipient from its obligations under this Agreement. City may, in its discretion, amend this Agreement in writing to conform with Federal, State, or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Recipient. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City may be used in place of the original for all purposes with the same effect as if it was the original.

13. **Electronic Signatures.** By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

14. **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

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which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or 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 ATTACHMENT LIST ON NEXT PAGE******************

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IN WITNESS THEREOF, the Recipient and City have executed this Agreement as of the date first written above.

RECIPIENT
"Recipient"

BY: Signed by: Aaron Ortiz 1211973A422140E... **DATED**: 8/6/2025 | 4:50 PM PDT
Aaron Ortiz
Chief Executive Officer

Unique Entity Identifier (UEI)
VMLMCNFCATT7

CITY OF LIVERMORE
a Municipal Corporation
"City"

BY: _____ **DATED:** _____
Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by: Daniel Gonzales 12B5892BAF3C471... DS JS
Deputy/Assistant/Senior Assistant/City Attorney

Attachments:

Exhibit A Program Scope of Work and Budget
Exhibit B Insurance Requirements

Docusign Envelope ID: 50F53AD2-0DB8-4FCE-A1C3-72DC9B224A26

EXHIBIT A

PROGRAM SCOPE OF WORK & BUDGET

Fiscal Year: 2025-2027
Agency Name: The Alliance for Community Wellness
Contract Period: July 1, 2025 – June 30, 2027
Contract Amount: $350,000.00

Funding Overview:

Funding for development of state-of-the-art substance use treatment facility located at 16459 Tesla Road. Services will include residential treatment, medical detox, and sobering facility for Tri-Valley residents.

Program Description:

Predevelopment and Development Activities, including but not limited to:

- Architecture and Other Reports
- Civil
- Survey Expenses
- Legal Fees
- Planning and Permitting Application Fees
- Project Management

Project Goals:

Predevelopment activities will be completed by February 28, 2026.
Development activities will be completed by May 31, 2027.
The facility will be open for operation by July 1, 2027.

Budget:

Line Item	**Amount**
Predevelopment and Development Costs	$350,000
Total Amount	**$350,000**

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EXHIBIT B

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:
   $1,000,000 per occurrence/**$2,000,000** 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:
   $1,000,000 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.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.14**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of an agreement with Blair, Church & Flynn Consulting Engineers, in an amount not-to-exceed $289,400 and a term ending December 31, 2029, to provide design and construction support services for the City Fleet Electrification, Phase 2 Project BL202514.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Blair, Church & Flynn Consulting Engineers (BCF), in an amount not-to-exceed $289,400 and a term ending December 31, 2029, to provide design and construction support services for the City Fleet Electrification, Phase 2 Project BL202514.

DECISION TYPE

Administrative

SUMMARY

The City Fleet Electrification, Phase 2 Project BL202514 involves installing approximately 100 electric vehicle charging ports in City parking lots at City Hall, the Water Reclamation Plant, the Maintenance Service Center, the Police Building, and the Airport. The planned installation includes (96) Level 2 chargers and (4) Level 3 - DC Fast Chargers. Attachment 1 shows the locations where the chargers will be installed. This agreement with BCF, in an amount not-to-exceed $289,400, provides design and engineering construction support services for the project including site survey, permitting assistance, civil, structural, electrical, permitting assistance, cost estimating, commissioning, and construction support. A California Energy Commission grant funds nearly 50% of the project costs.

DISCUSSION

This project involves the installation of approximately 100 electric vehicle charging ports in City parking lots. The proposed distribution of these charging ports across the City is listed below:

- City Hall: (18) Level 2 and (1) Level 3 (DCFC) charger;
- Water Reclamation Plant: (24) level 2 and (1) level 3;
- Maintenance Service Center: (22) level 2 and (1) level 3;
- Police Building: (28) level 2 and (1) level 3; and
- Airport: (4) level 2.

In addition to the installation of the EV Chargers and supporting electrical infrastructure, the project includes minor parking layout modifications. Part of the project includes demolition of the Barn on Pacific Avenue next to City Hall. This location will accommodate 17 of the 19 planned charging spaces. The remaining two charging spaces will be located directly across from the former Barn site. The Barn is a maintenance liability, does not comply with ADA standards, and therefore has limited use. According to an evaluation commissioned by LARPD, the Barn does not have historical significance.

Nearly 50% of the project cost is funded by a $1.6 million California Energy Commission grant. The City Council approved the grant agreement on June 9, 2025.

In the spring of 2025, City staff issued a request for proposals for engineering services related to City Fleet Electrification, Phase 2 Project BL202514. The City received 14 responses to the RFP, and BCF was ranked as the most qualified firm based on technical competence, relevant experience, and reasonable fees.

This project will help implement City fleet electrification. The Phase 1 project involved installing two solar-powered electrical vehicle charging stations in City employee parking lots. A DOE EECBG grant funded these costs. Phase 1 also included installing two Tesla Chargers in the Police Building employee parking lot. When applicable, the City's Fleet Division is replacing vehicles that have reached the end of their service lives with electric vehicles.

Municipal fleet electrification offers local governments important economic benefits, such as lower lifecycle costs and reduced vulnerability to fuel price volatility. California regulations also encourage this transition. Deploying electric vehicles in municipal fleets benefits the local population through the use of clean electricity as fuel, helping to reduce criteria air pollutants and greenhouse gas emissions. This project supports the City's Climate Action Plan objectives.

In addition to these benefits, California’s regulatory environment, most notably the Advanced Clean Fleets (ACF) Rule, provides strong incentives for fleet electrification. The ACF Rule requires that state and local government fleets ensure 50% of new vehicle purchases are zero-emission vehicles (ZEVs) beginning in 2024, moving to full compliance by 2027. These policies are designed to align with broader state objectives, such as the mandate that all new passenger vehicles be zero-emission by 2035. By electrifying municipal fleets, local communities gain from cleaner energy sources that significantly reduce both greenhouse gas emissions and harmful air pollutants relative to gasoline or diesel vehicles, improving public health and helping cities meet their climate targets. Shifting to ZEVs is a key component of California’s path toward carbon neutrality by 2045.

FISCAL AND ADMINISTRATIVE IMPACTS

The budget for the City Fleet Electrification, Phase 2 Project BL202514 in the 2025-2030 Capital Improvement Plan covers the cost of this $289,400 agreement and other project costs including construction, change orders, construction management, project management, and materials testing.

Project funding sources include a $1.6 Million CEC Grant, CIP Reserves - Fleet, Fleet & Equipment Services Funds, and Wastewater Replacement Funds.

The total fee of $289,400 represents approximately 10.3% of the estimated construction cost of $2.8 Million, which is typical for design and engineering construction support services for a project of this scope. The estimated total budget for this project is $3.36 Million which covers design, permit fees, construction, change orders, materials testing, construction management, and project management.

COMMUNITY PILLAR

3: Environmental Stewardship

GOAL

1: Lead efforts to implement the updated Climate Action Plan in collaboration with internal and external partners

GUIDING DOCUMENTS

Fiscal Year 2025-2030 5-Year Capital Improvement Plan
City's Climate Action Plan

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Agreement

Prepared by: Farnoush Levers
Assistant City Engineer

Approved by:

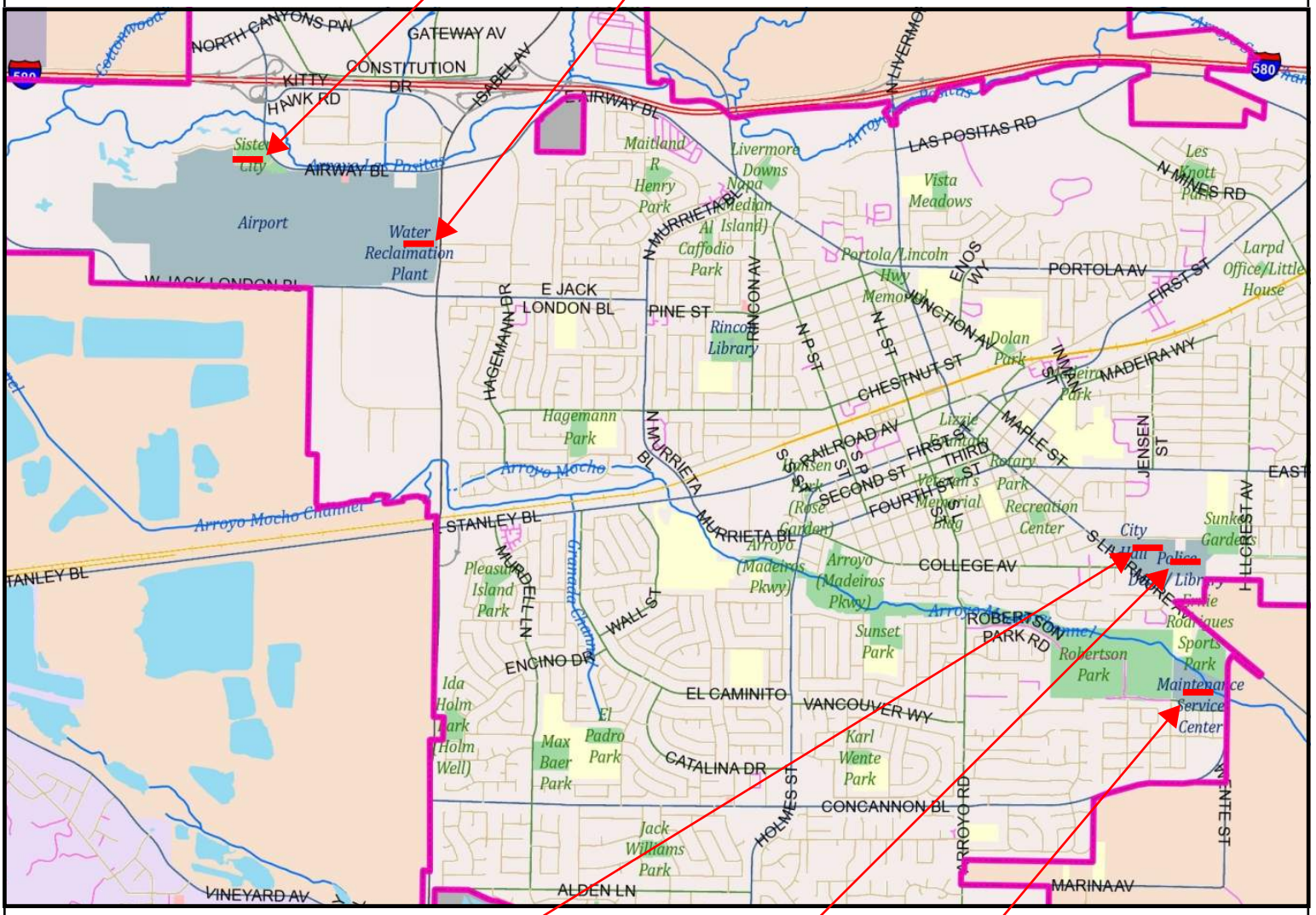
Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

CIP 202514 - Vicinity Map

ATTACHMENT 1



IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS, IN AN AMOUNT NOT-TO-EXCEED $289,400 AND A TERM ENDING DECEMBER 31, 2029, TO PROVIDE DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE CITY FLEET ELECTRIFICATION, PHASE 2 (PROJECT BL202514)

The City of Livermore ("City") Fleet Electrification, Phase 2 Project BL202514 involves the design and construction of 100 electric vehicle charging ports in City parking lots at City Hall, the Water Reclamation Plant, the Maintenance Service Center, the Police Building, and the Airport.

This agreement with Blair, Church & Flynn Consulting Engineers, in an amount not-to-exceed $289,400, provides engineering design and construction support services for the project and includes topographic survey, electrical, civil, and structural engineering, permitting assistance, landscape and irrigation design, cost estimating, commissioning, and construction support.

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 Blair, Church & Flynn Consulting Engineers, attached hereto as Exhibit A, in an amount not-to-exceed $289,400, and a term ending December 31, 2029, to provide design and construction support services for the City Fleet Electrification, Phase 2 Project BL202514.

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 September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Acting City Attorney

Exhibit A - Agreement

Docusign Envelope ID: 4C3396C3-4DEA-4952-B633-9F07ECDC07D4

25-0486

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 Blair, Church & Flynn Consulting Engineers, Inc. ("Consultant"), a(n) California Corporation.

RECITALS

City requires professional services to provide engineering services for the design and construction support services for the City Fleet Electrification, Phase 2 Improvements Project BL202514 .

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.

(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 Farnoush Levers ("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;

(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;

(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 09/15/2025, and terminates upon the completion of the Services or 12/31/2029, 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 $289,400.00 ("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.

(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.

(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.

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.

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.

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

(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: Farnoush Levers City of Livermore / Community Development 1052 South Livermore Avenue Livermore, CA, 94550 fslevers@livermoreca.gov
Email:	purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Attention: Cassie Burger Blair, Church & Flynn Consulting Engineers, Inc. 451 Clovis Avenue, Suite 200 Clovis, CA, 93612 United States
Email:	cburger@bcf-engr.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.

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.

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:
C5F1ABA902BB4DB...
Robert Francis, Jr.
Vice President

8/21/2025 | 12:23 PM PDT

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F66716704E2...
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*

Blair, Church & Flynn
CONSULTING ENGINEERS

August 13, 2025
Job No: 225-0337

Subject: **Design and Engineering Services During Construction for Electrical Vehicle Charging Stations – City Project No. 2025-14 – Scope of Work and Fee Proposal**

Project Understanding

The City of Livermore is undertaking an initiative to expand its electric vehicle (EV) infrastructure in support of municipal fleet electrification and long-term sustainability goals. This project involves the design and engineering of 100 EV charging ports across five City-owned facilities, including a mix of Level 2 and Level 3 chargers to support both current operation needs and future growth.

BCF understands that this effort requires an engineering approach that complies with all applicable federal, state and local codes and standards, while also maintaining the flexibility to adapt to evolving City priorities. Each site presents unique conditions – ranging from electrical capacity and parking layout to operational constraints – that must be carefully evaluated to ensure a tailored, cost-effective, and scalable solution.

The City is currently evaluating the potential inclusion of accessible EV charging stations at various facilities. While accessibility is a key consideration in public-facing infrastructure, it is important to note that accessible EV charging stations are not required by code for fleet-only charging installations, as outlined in CBC Section 11B-228.3.2 Exception 1. Our team will ensure that all site designs maintain flexibility for future accessibility upgrades, should the City choose to expand access or repurpose chargers for public use.

Facility Overview

City Hall (Includes Barn Demo and Community Garden parking): **City to hire RRM for the community garden scope of work. BCF will include the plans and specifications from RRM into the bid documents and bid schedule.*

- (18) Level 2 charging ports
- (1) Level 3 charging port

Police Department:

- (28) Level 2 charging ports
- (1) Level 3 charging port

Maintenance Service Center:

- (22) Level 2 charging ports
- (1) Level 3 charging port

Water Reclamation Plant:

- (24) Level 2 charging ports
- (1) Level 3 charging port

Airport:

- (4) Level 2 charging ports

BCF is committed to delivering comprehensive and code-compliant design packages that support the City of Livermore's electrification goals while minimizing disruption to ongoing operations. Our team will work closely with City staff and Pacific Gas and Electric to assess existing infrastructure and coordinate any necessary service upgrades to support the proposed charging equipment.

Project Approach and Milestones

To ensure a streamlined and efficient design process across all City of Livermore facilities, BCF proposes a phased approach that emphasizes early data collection, stakeholder coordination, and timely delivery of permit-ready construction documents. This methodology is designed to align with the City's sustainability goals and infrastructure standards.

The scope of work includes the demolition of the Barn and complete civil designs for proposed EV parking spaces at all (5) city-owned facilities. A project design schedule for Tasks 1 through 6 will be updated monthly.

1. Task 1: Assemble Information
    a. Utility Investigation: Conduct a comprehensive utility investigation at each site and develop a detailed utility map to identify existing electrical infrastructure and potential service upgrade needs.
    b. Topographic Survey: Perform a detailed topographic field survey of each facility. Survey data will support site planning, conduit routing, and charger placement while ensuring ADA and City of Livermore design standards are met.
    c. Basis of Design: Establish the technical foundation for charger selection, electrical capacity, and site layout based on City input, utility constraints and applicable codes. Include preliminary design and construction schedule that meets grant guidelines, with EV activation expected in January 2027.
    d. Cost Estimating: Develop a preliminary construction cost estimate for each facility.

2. Task 2: 50% Construction Documents
    a. Design Development

Prepare a 50% Preliminary Design Package including:

- Cover sheet
- Overall and detailed site plans
- Topographic survey
- Preliminary electrical conduit layout, charger locations, and conduit schedules

The package will support early stakeholder review and preliminary cost estimating.

b. Updated Cost Estimate: Update the construction cost estimate based on updated design details.
c. Provide estimated major equipment lead times.
d. Provide preliminary construction schedule.
e. Stakeholder Coordination: Coordinate with the City of Livermore, PG&E, and other relevant stakeholders to ensure alignment on charger layout and electrical service capacity. This includes initiating early discussions with PG&E to assess existing infrastructure and determine the scope of any required service upgrades to support Level 2 and Level 3 charging equipment.
f. Document Distribution: Submit the 50% Construction Documents for stakeholder review and feedback.

3. Task 3: 90% Construction Documents
   a. Design Refinement: Incorporate feedback from the 50% review and develop 90% Construction Document package with refined charger locations, conduit routing, and equipment specifications.
   b. Final Deliverables

      Prepare biddable construction documents (drawings and specifications) for the preliminary project elements listed below and in Task 2. The final project scope elements will be refined through field observations, discussions with City staff, and the Basis of Design findings and feedback.

      - Demolition plans
      - Grading plan
      - Wiring diagrams
      - Civil and electrical details
      - Charge port specifications
      - Title 24 compliance materials

   c. Structural Design: Provide structural calculations and details as required for all equipment and charger installations.
   d. Provide estimated major equipment lead times.
   e. Provide preliminary construction schedule.
   f. Updated Cost Estimate: Update the construction cost estimate based on updated design details.

g. Stakeholder Review: Transmit the 90% CD package to City stakeholders for review prior to plan check submittal.

4. Task 4: AHJ Plan Check
    a. Permit Submission: Submit each permit package to the City of Livermore Building Department for plan check.
    b. Comment Resolution: Address all AHJ comments and complete the back-check process to obtain final plan approval.
    c. Notification: Notify the City when the permit is ready for issuance.
5. Task 5: 100% Construction Documents
    a. Final Deliverables

        Prepare the permit approved 100% construction document package, incorporating all plan check comments and stakeholder feedback. The final set will be stamped by a licensed California Professional Engineer and ready for construction.

    b. Final Cost Estimate: finalize the construction cost estimate.
    c. Provide estimated major equipment lead times.
    d. Provide preliminary construction schedule.
    e. Project Specifications: Specifications will be prepared using technical specifications and the City's front-end contract documents. Front-end contract documents to be provided by the City will include general bidding requirements, general conditions, and special conditions. Technical specifications to be provided by BCF will be prepared using standard Construction Specification Institute (CSI) format for Divisions 2 through 17. In addition, Consultant will provide supplemental Division 1 specifications as required.
    f. Provide preliminary list of the following:
        - Overall project submittals
        - Specialty inspections
        - Testing requirements
        - Long lead items (more than three-month delivery time)
        - Items requiring O&M manuals
        - Warranties greater than 1 year
    g. Final Review: Transmit the approved 100% CD package to City stakeholders for final confirmation.

6. Task 6: Bid and Construction Support
    a. Project Meetings: virtually attend bi-weekly meetings throughout the design and construction phases.
    b. Bid Phase Support: Respond to Requests for Information (RFIs) during the bidding process. Prepare up to three addendum during bid period.

Prepare conformed documents based on incorporating changes outlined in the addenda to the bid documents. Conformed documents will be provided to the City in both AutoCAD and PDF formats.

c. Construction Phase Support:
    - Attend pre-construction meeting.
    - Review and respond to submittals and RFIs during construction. Provide clarifications and design intent support as needed.

d. Closeout Support: Attend each final punch walk and assist with project closeout documentation. Prepare and submit a punch-list of corrective items to the City for review and forwarding to the contractor to complete before final completion.

Work Plan

Assign Responsibilities

Task 1: Assemble Information

- Utility Investigation & Mapping: BESS
- Topographic Survey: BCF Surveying Team
- Document Review: Project Manager and Lead Designer

Task 2: 50% Construction Documents

- Site and Electrical Layouts: Designer, Electrical and Civil Engineers
- Prelim QA/QC Review: Electrical and Civil Engineers
- Cost Estimating: Project Manager
- Stakeholder Coordination: Project Manager

Task 3: 90% Construction Documents

- Plan Refinement & Detailing: Engineering Team
- Title 24 & Compliance Documentation: Electrical Engineer
- Final QA/QC Review: Electrical and Civil Engineers

Task 4: AHJ Plan Check

- Permit Submittal & Back-checks: Project Coordinator

Task 5: 100% Construction Documents

- Finalize Plans: Designer, Electrical and Civil Engineers
- QA/QC Review: Electrical and Civil Engineers
- Final Cost Estimating: Project Manager

- Stakeholder Coordination: Project Manager

Task 6: Bid and Construction Support

- Meeting Participation & RFI Reponses: Project Manager and Discipline Leads
- Submittal Reviews: Engineering Team
- Final Punch Walk: Project Manager and Discipline Leads

As-Directed Services:

Upon request by the City, BCF shall provide as-directed services to the City. A budget allowance of **$60,000** has been included. Any use of this budget allowance shall require written authorization fro the City that includes the scope of as-directed services and an agreed upon not-to-exceed limit. As-directed services could include the following:

1. Payment of Fees, including permit fees
2. Acquisition of title information
3. Arc Flash Analysis of electrical equipment
4. Load metering studies of electrical equipment
5. Attendance of meetings beyond those described above
6. CEC Grant Support Services

BCF proposes to provide the stated basic services for a fixed fee as noted on the attached fee schedule. Invoices will be submitted monthly for the work completed during the month in accordance with City Guidelines.

BLAIR, CHURCH, AND FLYNN CONSULTING ENGINEERS

Best regards,

Robert Francis
Vice President

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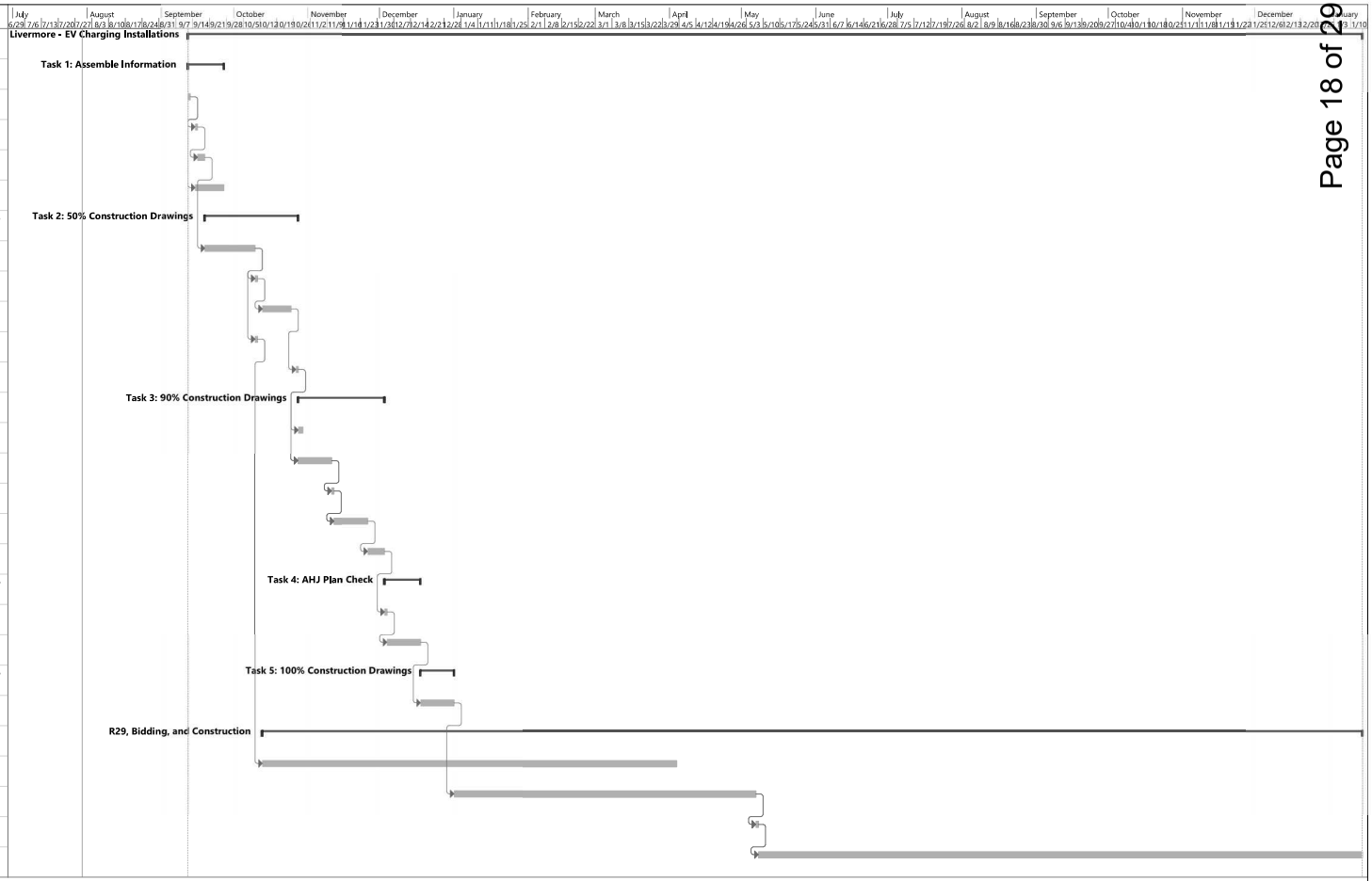
EXHIBIT A

ID	Task Name	Duration	Start	Finish
1	**City of Livermore - EV Charging Installations**	**350 days**	**Fri 9/12/25**	**Thu 1/14/27**
2	**Task 1: Assemble Information**	**11 days**	**Fri 9/12/25**	**Fri 9/26/25**
3	Project Design Start	1 day	Fri 9/12/25	Fri 9/12/25
4	Perform Utility Locating	1 day	Mon 9/15/25	Mon 9/15/25
5	Perform Topographic Survey	3 days	Tue 9/16/25	Thu 9/18/25
6	Prepare Basis of Design	10 days	Mon 9/15/25	Fri 9/26/25
7	**Task 2: 50% Construction Drawings**	**27 days**	**Fri 9/19/25**	**Mon 10/27/25**
8	Prepare 50% Construction Drawings	15 days	Fri 9/19/25	Thu 10/9/25
9	Send for Review	1 day	Fri 10/10/25	Fri 10/10/25
10	Project Stakeholder Review	10 days	Mon 10/13/25	Fri 10/24/25
11	Rule 29 - Submit application	1 day	Fri 10/10/25	Fri 10/10/25
12	Receive Notice to Proceed to 100% CDs	1 day	Mon 10/27/25	Mon 10/27/25
13	**Task 3: 90% Construction Drawings**	**26 days**	**Tue 10/28/25**	**Tue 12/2/25**
14	Revise per Comments Received	2 days	Tue 10/28/25	Wed 10/29/25
15	Prepare 90% Construction Drawings	10 days	Tue 10/28/25	Mon 11/10/25
16	Send for Review	1 day	Tue 11/11/25	Tue 11/11/25
17	Project Stakeholder Review	10 days	Wed 11/12/25	Tue 11/25/25
18	Incorporate comments from stakeholder review	5 days	Wed 11/26/25	Tue 12/2/25
19	**Task 4: AHJ Plan Check**	**11 days**	**Wed 12/3/25**	**Wed 12/17/25**
20	Submit for Plan Check	1 day	Wed 12/3/25	Wed 12/3/25
21	AHJ Review (estimated)	10 days	Thu 12/4/25	Wed 12/17/25
22	**Task 5: 100% Construction Drawings**	**10 days**	**Thu 12/18/25**	**Wed 12/31/25**
23	Prepare 100% permit approved package	10 days	Thu 12/18/25	Wed 12/31/25
24	**R29, Bidding, and Construction**	**329 days**	**Mon 10/13/25**	**Thu 1/14/27**
25	PG&E Rule 29 Design and Construction	125 days	Mon 10/13/25	Fri 4/3/26
26	Bidding (estimated)	90 days	Thu 1/1/26	Wed 5/6/26
27	Start Construction (by others)	1 day	Thu 5/7/26	Thu 5/7/26
28	Construction Complete (by others)	180 days	Fri 5/8/26	Thu 1/14/27



Project: City of Livermore_Proje
Date: Wed 7/30/25

Task | Milestone | Project Summary | Inactive Milestone | Manual Task | Manual Summary Rollup | Start-only | External Tasks | Deadline | Manual Progress
Split | Summary | Inactive Task | Inactive Summary | Duration-only | Manual Summary | Finish-only | External Milestone | Progress

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EXHIBIT B
FEE SCHEDULE

The Contractor shall be compensated for the services identified in Exhibits A to this Agreement as follows:

1. **Maximum Not to Exceed amount.**

A. The maximum the Contractor shall be paid on this Agreement is 289,400.00 hereafter the Not to Exceed amount. The Not to Exceed amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work not identified in Exhibit A.

B. Standard Reimbursable Items: Only the reimbursable items identified shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Reimbursable expenses shall not exceed the amount set forth in section 1.A of this Exhibit and a copy of the original invoice for the items listed in sections 1, 2 or 3 below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. Additionally, items such as a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary, and actually incurred, by the Contractor in connection with the services:

1. Expenses, fees or charges for printing, reproduction, or binding of documents at actual costs with no markup added to the actual cost.

2. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

3. Travel expenses shall be reimbursed at actual costs with no markup added to the actual cost.

C. The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the Not to Exceed amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

D. If work is completed before the Not to Exceed amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

2. **Terms of Payments.** Replace with agreed upon terms of payment (example net 30, invoiced weekly etc.)

3. **Invoices.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit. Invoices shall be submitted to the below address:

City of Livermore
Community Development/Engineering
Attention: Farnoush Levers
1052 South Livermore Avenue
Livermore, CA 94550
fslevers@livermoreca.gov

City of Livermore

Design and Engineering Services During Construction for Electrical Vehicle Charging Stations – City Project No. 2025-14 – Fee Proposal

EV Charging Location	Not-to-Exceed Cost
City Hall	$ 48,400.00
Maintenance Service Center	$ 47,800.00
Police Department	$ 47,100.00
Water Reclamation Plant	$ 48,200.00
Airport	$ 37,900.00
Total	$ 229,400.00
As-directed Services	$ 60,000.00
Contract Not-to-Exceed	**$ 289,400.00**

Invoices: An expense log will be provided with each invoice. The expense log will show the agreement number, amount of agreement, agreement expriation, all invoices charged to the agreement, the current invoice amount, and amount remaining on the contract.

EXHIBIT A

August 1, 2025

PROFESSIONAL SERVICES FEE ESTIMATE

GENERAL CONSULTING 2025 PREVAILING WAGE

Livermore EV Charging - City Hall (Barn Demo and Community Garden)

Job Number: 225-0337

DESCRIPTION	PROG MGR HRS @ $185	PE 1 HRS @ $160	ASST ENG 3 HRS @ $140	ASST ENG 2 HRS @ $130	ASST ENG 1 HRS @ $115	PLS 2 HRS @ $170	DESIGN TECH HRS @ $125	CAD 3 HRS @ $110	CAD 2 HRS @ $100	COORD HRS @ $100	AIDE HRS @ $60	SURVY TRAVEL HRS @ $90	2-PERSN SURVY HRS @ $392	SUBS @ 1.1	TOTALS	SUB-TOTALS (ROUNDED)
Task 1: Assemble Information																$9,000
Conduct utility investigation services and develop a comprehensive Utility Map										2				2100	$2,510	
Perform topographic field survey and compile survey data				1		4				2		8	8		$4,866	
Basis of Design		1		2	8						4				$1,580	
Task 2: 50% Construction Documents																$9,700
Develop a comprehensive 50% design package including:																
Cover Sheet				1			1								$255	
Overall Site Plan				1	1		1								$370	
Topographic Survey				1	2			8			2				$1,360	
Site Plan		1		1			1	8							$1,295	
Electrical Conduit Plan		2		1	8			1							$1,480	
Electrical Conduit Schedule		2		1	8			1							$1,480	
Conduit Schedule and Circuits		2			8										$1,240	
Develop a construction cost estimate	1	1		2	1										$720	
Coordinate with all project stakeholders to ensure alignment	1	1		6						1					$1,225	
Distribute 50% Construction Documents for stakeholder review				1						1					$230	
Task 3: 90% Construciton Documents																$5,700
Revise 50% CDs based on stakeholder feedback					4		4								$960	
Develop 90% construction documents, sheets to be added:																
Demolition Plan			1				4		1						$740	
Grading Plan		1	2		8										$1,360	
Civil Construction Details				1			1	2							$475	
Electrical Construction Details		2			4										$780	
Charge Port Installation and Specifications				1			2								$380	
Title 24 Compliance Documentation		1			2										$390	
Update the construction cost estimate				1	2										$360	
Transmit 90% CDs to stakeholders for review				1						1					$230	
Task 4: AHJ Plan Check																$3,300
Prepare and submit the permit package to the AHJ for plan check				2						6	2				$980	
Address comments and complete back-check process to obtain final plan approval		1		1	4		6			4	2				$2,020	
Notify Livermore when the permit is ready for issuance				1						1					$230	
Task 5: 100% Construction Documents																$1,400
Prepare the permit approved 100% construction documents		1		1	2					1					$620	
Finalize the construction cost estimate	1		2												$465	
Transmit 100% CDs to stakeholders for final confirmation			1							1					$240	
Task 6: Bid and Construction Support																$19,300
Attend bi-weekly meetings during the duration of design and construction		13		26						26					$8,060	
Respond to Requests for Information (RFIs) during the bid phase		8		8						2					$2,520	
Review and respond to submittals and RFIs during construction		6		6						2					$1,940	
Attend (1) site walk during construction		8		8											$2,320	
Attend one (1) final punch walk at project closeout		8		8											$2,320	
Prepare record drawing set				2			8		8						$2,060	
TOTALS	**3**	**59**	**6**	**85**	**62**	**4**	**28**	**20**	**9**	**50**	**10**	**8**	**8**	**2100**	**$48,061**	**$48,400**

EXHIBIT A

August 1, 2025

PROFESSIONAL SERVICES FEE ESTIMATE

GENERAL CONSULTING 2025 PREVAILING WAGE

Livermore EV Charging - Maintenance SC

Job Number: 225-0337

DESCRIPTION	PROG MGR HRS @ $185	PE 1 HRS @ $160	ASST ENG 3 HRS @ $140	ASST ENG 2 HRS @ $130	ASST ENG 1 HRS @ $115	PLS 2 HRS @ $170	DESIGN TECH HRS @ $125	CAD 3 HRS @ $110	CAD 2 HRS @ $100	COORD HRS @ $100	AIDE HRS @ $60	SURVY TRAVEL HRS @ $90	2-PERSN SURVY HRS @ $392	SUBS @ 1.1	TOTALS	SUB-TOTALS (ROUNDED)
Task 1: Assemble Information																$9,600
Conduct utility investigation services and develop a comprehensive Utility Map										2				2500	$2,950	
Perform topographic field survey and compile survey data				1		4				2		6	10		$5,470	
Basis of Design		1		2	4						4				$1,120	
Task 2: 50% Construction Documents																$9,000
Develop a comprehensive 50% design package including:																
Cover Sheet				1			1								$255	
Overall Site Plan				1	1		1								$370	
Topographic Survey				1	2			4			2				$920	
Site Plan		1		1			1	6							$1,075	
Electrical Conduit Plan		2		1	8			1							$1,480	
Electrical Conduit Schedule		2		1	8			1							$1,480	
Conduit Schedule and Circuits		2			8										$1,240	
Develop a construction cost estimate	1	1		2	1										$720	
Coordinate with all project stakeholders to ensure alignment	1	1		6						1					$1,225	
Distribute 50% Construction Documents for stakeholder review				1						1					$230	
Task 3: 90% Construciton Documents																$5,200
Revise 50% CDs based on stakeholder feedback					4		4								$960	
Develop 90% construction documents, sheets to be added:																
Demolition Plan			1				2		1						$490	
Grading Plan		1	2		6										$1,130	
Civil Construction Details				1			1	2							$475	
Electrical Construction Details		2			4										$780	
Charge Port Installation and Specifications				1			2								$380	
Title 24 Compliance Documentation		1			2										$390	
Finalize the construction cost estimate				1	2										$360	
Transmit 90% CDs to stakeholders for review				1						1					$230	
Task 4: AHJ Plan Check																$3,300
Prepare and submit the permit package to the AHJ for plan check				2						6	2				$980	
Address comments and complete back-check process to obtain final plan approval		1		1	4		6			4	2				$2,020	
Notify Livermore when the permit is ready for issuance				1						1					$230	
Task 5: 100% Construction Documents																$1,400
Prepare the permit approved 100% construction documents		1		1	2					1					$620	
Finalize the construction cost estimate	1		2												$465	
Transmit 100% CDs to stakeholders for final confirmation			1							1					$240	
Task 6: Bid and Construction Support																$19,300
Attend bi-weekly meetings during the duration of design and construction		13		26						26					$8,060	
Respond to Requests for Information (RFIs) during the bid phase		8		8						2					$2,520	
Review and respond to submittals and RFIs during construction		6		6						2					$1,940	
Attend (1) site walk during construction		8		8											$2,320	
Attend one (1) final punch walk at project closeout		8		8											$2,320	
Prepare record drawing set				2			8		8						$2,060	
TOTALS	**3**	**59**	**6**	**85**	**56**	**4**	**26**	**14**	**9**	**50**	**10**	**6**	**10**	**2500**	**$47,505**	**$47,800**

EXHIBIT A

August 1, 2025

PROFESSIONAL SERVICES FEE ESTIMATE

GENERAL CONSULTING 2025 PREVAILING WAGE

Livermore EV Charging - Police Department

Job Number: 225-0337

DESCRIPTION	PROG MGR HRS @ $185	PE 1 HRS @ $160	ASST ENG 3 HRS @ $140	ASST ENG 2 HRS @ $130	ASST ENG 1 HRS @ $115	PLS 2 HRS @ $170	DESIGN TECH HRS @ $125	CAD 3 HRS @ $110	CAD 2 HRS @ $100	COORD HRS @ $100	AIDE HRS @ $60	SURVY TRAVEL HRS @ $90	2-PERSN SURVY HRS @ $392	SUBS @ 1.1	TOTALS	SUB-TOTALS (ROUNDED)
Task 1: Assemble Information																$8,800
Conduct utility investigation services and develop a comprehensive Utility Map										2				2500	$2,950	
Perform topographic field survey and compile survey data				1		4				2		6	8		$4,686	
Basis of Design		1		2	4						4				$1,120	
Task 2: 50% Construction Documents																$9,000
Develop a comprehensive 50% design package including:																
Cover Sheet				1			1								$255	
Overall Site Plan				1	1		1								$370	
Topographic Survey				1	2			4			2				$920	
Site Plan		1		1			1	6							$1,075	
Electrical Conduit Plan		2		1	8			1							$1,480	
Electrical Conduit Schedule		2		1	8			1							$1,480	
Conduit Schedule and Circuits		2			8										$1,240	
Develop a construction cost estimate	1	1		2	1										$720	
Coordinate with all project stakeholders to ensure alignment	1	1		6						1					$1,225	
Distribute 50% Construction Documents for stakeholder review				1						1					$230	
Task 3: 90% Construciton Documents																$5,200
Revise 50% CDs based on stakeholder feedback					4		4								$960	
Develop 90% construction documents, sheets to be added:																
Demolition Plan			1				2		1						$490	
Grading Plan		1	2		6										$1,130	
Civil Construction Details				1			1	2							$475	
Electrical Construction Details		2			4										$780	
Charge Port Installation and Specifications				1			2								$380	
Title 24 Compliance Documentation		1			2										$390	
Finalize the construction cost estimate				1	2										$360	
Transmit 90% CDs to stakeholders for review				1						1					$230	
Task 4: AHJ Plan Check																$3,300
Prepare and submit the permit package to the AHJ for plan check				2						6	2				$980	
Address comments and complete back-check process to obtain final plan approval		1		1	4		6			4	2				$2,020	
Notify Livermore when the permit is ready for issuance				1						1					$230	
Task 5: 100% Construction Documents																$1,500
Prepare the permit approved 100% construction documents		1		1	1		2			1					$755	
Finalize the construction cost estimate	1		2												$465	
Transmit 100% CDs to stakeholders for final confirmation			1							1					$240	
Task 6: Bid and Construction Support																$19,300
Attend bi-weekly meetings during the duration of design and construction		13		26						26					$8,060	
Respond to Requests for Information (RFIs) during the bid phase		8		8						2					$2,520	
Review and respond to submittals and RFIs during construction		6		6						2					$1,940	
Attend (1) site walk during construction		8		8											$2,320	
Attend one (1) final punch walk at project closeout		8		8											$2,320	
Prepare record drawing set				2			8		8						$2,060	
TOTALS	**3**	**59**	**6**	**85**	**55**	**4**	**28**	**14**	**9**	**50**	**10**	**6**	**8**	**2500**	**$46,856**	**$47,100**

EXHIBIT A

August 1, 2025

PROFESSIONAL SERVICES FEE ESTIMATE

GENERAL CONSULTING 2025 PREVAILING WAGE

Livermore EV Charging - Water Reclamation Plant

Job Number: 225-0337

DESCRIPTION	PROG MGR HRS @ $185	PE 1 HRS @ $160	ASST ENG 3 HRS @ $140	ASST ENG 2 HRS @ $130	ASST ENG 1 HRS @ $115	PLS 2 HRS @ $170	DESIGN TECH HRS @ $125	CAD 3 HRS @ $110	CAD 2 HRS @ $100	COORD HRS @ $100	AIDE HRS @ $60	SURVY TRAVEL HRS @ $90	2-PERSN SURVY HRS @ $392	SUBS @ 1.1	TOTALS	SUB-TOTALS (ROUNDED)
Task 1: Assemble Information																$9,600
Conduct utility investigation services and develop a comprehensive Utility Map										2				2500	$2,950	
Perform topographic field survey and compile survey data				1		4				2		6	10		$5,470	
Basis of Design		1		2	4						4				$1,120	
Task 2: 50% Construction Documents																$9,400
Develop a comprehensive 50% design package including:																
Cover Sheet				1			1								$255	
Overall Site Plan				1	1		1								$370	
Topographic Survey				2	2			6			2				$1,270	
Site Plan		1		1			1	6							$1,075	
Electrical Conduit Plan		2		1	8			1							$1,480	
Electrical Conduit Schedule		2		1	8			1							$1,480	
Conduit Schedule and Circuits		2			8										$1,240	
Develop a construction cost estimate	1	1		2	1										$720	
Coordinate with all project stakeholders to ensure alignment	1	1		6						1					$1,225	
Distribute 50% Construction Documents for stakeholder review				1						1					$230	
Task 3: 90% Construciton Documents																$5,200
Revise 50% CDs based on stakeholder feedback					4		4								$960	
Develop 90% construction documents, sheets to be added:																
Demolition Plan			1				2		1						$490	
Grading Plan		1	2		6										$1,130	
Civil Construction Details				1			1	2							$475	
Electrical Construction Details		2			4										$780	
Charge Port Installation and Specifications				1			2								$380	
Title 24 Compliance Documentation		1			2										$390	
Finalize the construction cost estimate				1	2										$360	
Transmit 90% CDs to stakeholders for review				1						1					$230	
Task 4: AHJ Plan Check																$3,300
Prepare and submit the permit package to the AHJ for plan check				2						6	2				$980	
Address comments and complete back-check process to obtain final plan approval		1		1	4		6			4	2				$2,020	
Notify Livermore when the permit is ready for issuance				1						1					$230	
Task 5: 100% Construction Documents																$1,400
Prepare the permit approved 100% construction documents		1		1	2					1					$620	
Finalize the construction cost estimate	1		2												$465	
Transmit 100% CDs to stakeholders for final confirmation			1							1					$240	
Task 6: Bid and Construction Support																$19,300
Attend bi-weekly meetings during the duration of design and construction		13		26						26					$8,060	
Respond to Requests for Information (RFIs) during the bid phase		8		8						2					$2,520	
Review and respond to submittals and RFIs during construction		6		6						2					$1,940	
Attend (1) site walk during construction		8		8											$2,320	
Attend one (1) final punch walk at project closeout		8		8											$2,320	
Prepare record drawing set				2			8		8						$2,060	
TOTALS	**3**	**59**	**6**	**86**	**56**	**4**	**26**	**16**	**9**	**50**	**10**	**6**	**10**	**2500**	**$47,855**	**$48,200**

August 1, 2025

PROFESSIONAL SERVICES FEE ESTIMATE

GENERAL CONSULTING 2025 PREVAILING WAGE

Livermore EV Charging - Airport

Job Number: 225-0337

DESCRIPTION	PROG MGR HRS @ $185	PE 1 HRS @ $160	ASST ENG 3 HRS @ $140	ASST ENG 2 HRS @ $130	ASST ENG 1 HRS @ $115	PLS 2 HRS @ $170	DESIGN TECH HRS @ $125	CAD 3 HRS @ $110	CAD 2 HRS @ $100	COORD HRS @ $100	AIDE HRS @ $60	SURVY TRAVEL HRS @ $90	2-PERSN SURVY HRS @ $392	SUBS @ 1.1	TOTALS	SUB-TOTALS (ROUNDED)
Task 1: Assemble Information																$5,400
Conduct utility investigation services and develop a comprehensive Utility Map										2				1500	$1,850	
Perform topographic field survey and compile survey data				1		2				2		6	4		$2,778	
Basis of Design		1		2	2						2				$770	
Task 2: 50% Construction Documents																$7,800
Develop a comprehensive 50% design package including:																
Cover Sheet				1			1								$255	
Overall Site Plan				1	1		1								$370	
Topographic Survey				1	2			4			1				$860	
Site Plan		1		1			1	4							$855	
Electrical Conduit Plan		2		1	6			1							$1,250	
Electrical Conduit Schedule		2		1	6			1							$1,250	
Conduit Schedule and Circuits		2			6										$1,010	
Develop a construction cost estimate	1	1		2	1										$720	
Coordinate with all project stakeholders to ensure alignment	1	1		4						1					$965	
Distribute 50% Construction Documents for stakeholder review				1						1					$230	
Task 3: 90% Construciton Documents																$3,900
Revise 50% CDs based on stakeholder feedback					2		4								$730	
Develop 90% construction documents, sheets to be added:																
Demolition Plan			1				2		1						$490	
Civil Construction Details				1			1	2							$475	
Electrical Construction Details		2			4										$780	
Charge Port Installation and Specifications				1			2								$380	
Title 24 Compliance Documentation		1			2										$390	
Update construction cost estimate				1	2										$360	
Transmit 90% CDs to stakeholders for review				1						1					$230	
Task 4: AHJ Plan Check																$3,300
Prepare and submit the permit package to the AHJ for plan check				2						6	2				$980	
Address comments and complete back-check process to obtain final plan approval		1		1	4		6			4	2				$2,020	
Notify Livermore when the permit is ready for issuance				1						1					$230	
Task 5: 100% Construction Documents																$1,100
Prepare the permit approved 100% construction documents		1			2					1					$490	
Finalize the construction cost estimate	1		1												$325	
Transmit 100% CDs to stakeholders for final confirmation			1							1					$240	
Task 5: Bid and Construction Support																$16,400
Attend bi-weekly meetings during the duration of design and construction		13		26						26					$8,060	
Respond to Requests for Information (RFIs) during the bid phase		4		4						2					$1,360	
Review and respond to submittals and RFIs during construction		4		4						2					$1,360	
Attend (1) site walk during construction		6		6											$1,740	
Attend one (1) final punch walk at project closeout		6		6											$1,740	
Prepare record drawing set				2			8		8						$2,060	
TOTALS	**3**	**48**	**3**	**72**	**40**	**2**	**26**	**12**	**9**	**50**	**7**	**6**	**4**	**1500**	**$37,603**	**$37,900**

January 1, 2025

GENERAL CONSULTING FEE SCHEDULE
PREVAILING WAGE PROJECTS

CLASSIFICATION	RATE
Principal	$195.00/Hour
Program Manager	$185.00/Hour
Professional Engineer 3	$180.00/Hour
Professional Engineer 2	$170.00/Hour
Professional Engineer 1	$160.00/Hour
Assistant Engineer 3	$140.00/Hour
Assistant Engineer 2	$130.00/Hour
Assistant Engineer 1	$115.00/Hour
Professional Land Surveyor 3	$180.00/Hour
Professional Land Surveyor 2	$170.00/Hour
Professional Land Surveyor 1	$160.00/Hour
Assistant Surveyor	$135.00/Hour
Land Services Technician	$110.00/Hour
Professional Landscape Architect	$145.00/Hour
Landscape Designer	$115.00/Hour
Design Technician	$125.00/Hour
CAD Technician 3	$110.00/Hour
CAD Technician 2	$100.00/Hour
CAD Technician 1	$95.00/Hour
Environmental Consultant	$140.00/Hour
Construction Manager	$160.00/Hour
Construction Inspector	$120.00/Hour
Coordinator	$100.00/Hour
Analyst	$90.00/Hour
Administrative Assistant	$70.00/Hour
Aide	$60.00/Hour
1-Person Survey Party Prevailing Wage	$201.00/Hour
2-Person Survey Party Prevailing Wage	$392.00/Hour
Survey Travel	$90.00/Hour
Equipment Rental and Associated Expense	Cost x 1.10
Materials, Printing, Subconsultant Procurement	Cost x 1.10
Mileage	@ Current IRS Rate

*Effective July 1, 2026, all hourly rates listed in this schedule are subject to an annual escalation of 3%.

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:
   $2,000,000 per occurrence/**$4,000,000** 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/ Cyber Liability/Errors and Omissions:
   $2,000,000 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

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.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.15**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Resolution authorizing execution of a purchase order with 72 Hour LLC dba National Auto Fleet Group for four replacement Ford Super Duty F250 XL 2WD Super Cab Trucks with Scelzi bodies in an amount not-to-exceed $368,191.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing issuance of a purchase order to 72 Hour LLC dba National Auto Fleet Group in Watsonville, California for the purchase of four replacement Ford Super Duty F250 XL 2WD Super Cab Trucks under Sourcewell contact #091521-NAF for a not-to-exceed amount of $368,191.

DECISION TYPE

Administrative

SUMMARY

Based on the City of Livermore's Fleet Policy and the 25-year Fleet Replacement Plan, it is time to replace four existing water distribution service trucks. Staff has determined the vehicle that best meets the needs of the department is the 2026 F250 Super Duty with Scelzi Enterprises, Inc. service bodies, and 72 Hour LLC dba National Auto Fleet Group is the local Sourcewell (formally National Joint Powers Alliance, NJPA) contractor for Ford vehicles in Watsonville, California.

DISCUSSION

The Ford F250 truck with the Scelzi service body is critical in performing routine maintenance, customer service repairs, and emergency service work on the City's Water Distribution System, as well as at the remote pump stations. The service body allows staff to carry all the tools, components and parts needed to make repairs and perform maintenance in the field.

The City of Livermore's Fleet Policy recommends replacement of light duty trucks with service bodies at 7-10 years or 85,000 miles. These units will be replacing trucks that are 14-21 years old and that are all

configured differently. The replacement of these trucks with all the same service bodies specified identically to WRW038, a 2019 Ford F250 Super Duty with a Scelzi service body, will standardize the fleet in the water distribution section. With this standardization, staff will have the ability to perform service and repairs with quicker response time to customer service and emergency calls. Also, when there is a vehicle breakdown or service being performed, staff will be able to continue in a different truck and have everything they need to perform the task.

Under LMC Section 2.68.370 of the City's Contract and Purchase Ordinance, the Administrative Services Director may purchase supplies and equipment without utilizing the quotation or bidding requirements of the Ordinance, if such purchases are based on an agreement or cooperative purchasing program entered into by any public agency or agencies situated within the state, regardless of whether the City is a named party to such an agreement or an actual participant in such a program. In such cases, the supplies and equipment purchased must be the same and be offered at the same price as the supplies, subject to the agreement or program, and the underlying purchase must have been made using a quotation or bid procedure at least as restrictive as the City's.

Staff recommends purchasing these replacement vehicles utilizing Sourcewell Acceptance and Award contract #091521-NAF. The Sourcewell bid procedure for the replacement vehicles meets the City's municipal code requirement and therefore can be awarded to National Auto Fleet Group. The Sourcewell Cooperative Purchasing Program assists local governments in reducing costs through this government-to-government procurement service. This program is available to local government entities and qualifying non-profit corporations. The City of Livermore is currently a registered member. The purchase through Sourcewell Acceptance and Award contract #091521-NAF will expedite the delivery of these replacement vehicles.

FISCAL AND ADMINISTRATIVE IMPACTS

The purchase of these four replacement vehicles is budgeted in the Fleet Services Internal Service Fund (730) for FY 2025-26 and is identified in the Fleet 25-Year replacement plan.

COMMUNITY PILLAR

1: A City That Works

GOAL

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

ATTACHMENTS

1. National Auto Fleet Group Sourcewell Contract
2. National Auto Fleet Group Quote
3. Resolution

Prepared by: Scott Kooreman
Public Works Supervisor

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

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Sourcewell

Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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22. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

72 Hour LLC dba: National Auto Fleet Group

DocuSigned by:
By: Jesse Cooper
FACBB5730C1E467...

Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT

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ATTACHMENT 1

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Tuesday August 24, 2021 16:34:10
Submitted On:	Tuesday September 14, 2021 14:10:21
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address:	76.81.241.2

ATTACHMENT 1

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparallel support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

ATTACHMENT 1

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "a" Distributor/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members. *
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License *
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none. *

ATTACHMENT 1

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Bnilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none and the proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file “Member Walk Through” that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member’s can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV’s Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra’s to there order like extra keys’ service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage “Track your order” where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification’s are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $ 35,730.00, A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG’s competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."	*

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

ATTACHMENT 1

Table 9A: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

ATTACHMENT 1

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

ATTACHMENT 1

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.	*

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

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.	*

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

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

Line Item	Category or Type	Offered *	Comments
72	Automobiles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
74	Vans	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

ATTACHMENT 1

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

ATTACHMENT 1

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

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

○ **Yes** ◉ **No**

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

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

ATTACHMENT 1

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_ Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☑	1
Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☑	2
Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☑	1
Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☑	1
Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☑	1
Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☑	1

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

7/7/2025

Quote ID: **32369**

Order Cut Off Date: **TBA**

Mr Scott Kooreman
CITY OF LIVERMORE

3500 Robertson Park Rd

Livermore, California, 94550

Dear Scott Kooreman,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Four (4) New/Unused (2026 Ford Super Duty F-250 SRW (X2A) XL 2WD SuperCab 8' Box 164" WB, Scelzi QT 301226 31430.00 + 5% =) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (4)	Total Savings
Contract Price	$51,580.00	$50,480.37	2.132 %	$201,921.48	$4,398.52
Scelzi QT 301226		$33,001.50		$132,006.00	
31430.00 + 5% =					
Tax (10.2500 %)		$8,556.89		$34,227.56	
Tire fee		$8.75		$35.00	
Total		$92,047.51		$368,190.04	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Kevin Buzzard
Account Manager
Email: buzzard5150@gmail.com
Office: (626) 457-5590
Fax: (831) 480-8497

CHEVROLET Ford NISSAN TOYOTA GMC

Sourcewell Quote ID: 32369

Name
Mr Scott Kooreman
(925) 960-8031
smkooreman@LivermoreCA.gov

Organization Name
CITY OF LIVERMORE

Address
3500 Robertson Park Rd
Livermore California
94550

Order Cut Off is TBA

SCELZI ENTERPRISES, INC.
Premium Truck Bodies

2286 E. Date Ave.
Fresno, CA 93706
Phone: 559-237-5541
Fax: 559-237-5554
www.SEINC.com

Quotation

301226

Date: 7/7/2025, 2:22:35 PM

User: Uribe, Ruben

Bill To: NATIONAL AUTO FLEET GROUP
Attn: BUZZARD, KEVIN
490 AUTO CENTER DR.

WATSONVILLE, CA 95076
(714) 264-1867

Ship To: CITY OF LIVERMORE
Attn: Kooreman, Scott
3500 ROBERTSON
PARK ROAD
LIVERMORE, CA 94550
(925) 960-8032

Quote Date:	06/18/2025	**Salesman:**	Uribe, Ruben
Expiration Date:	07/18/2025	**Ship Via:**	SCELZI DROPSHIP
Sales Tax	Exempt @ 0.000%	**Terms:**	Net 30 w/ PO
		PO Number:	

Notes:

MOUNT IN FRESNO
PAINT BODY FORD SINGLE STAGE WHITE # Z1
MIDSHIP FUEL TANK - GAS

[UNIT 1 OF 4]

REF: WORK ORDER # 301226, 301231, 301232 & 301233

Qty	Part Number	Description	Total	Tax
1	Customer Chassis	2025, FORD, F250, SUPER CAB, WHITE, GAS, SRW 56" CA, VIN # TBA	$0.00	

SCELZI ENTERPRISES, INC.
Premium Truck Bodies

Quotation

301226

***Date:** 7/7/2025, 2:22:35 PM*

***User:** Uribe, Ruben*

1	SB-CUSTOM	MODEL # SB-98-79-49-38-V-VO, SERVICE BODY SRW 56C.A. -98 LONG, 79 WIDE, 49 FLOOR, 38 TALL VERTICAL CLOSED TOP DRIVER'S SIDE, CLOSED TOP PASSENGER SIDE 1EA - ALL LIGHTS TO BE L.E.D 1EA - SCELZI ROLLER DRAWER MODULE MOUNTED PASSENGER FRONT COMPARTMENT STARTING FROM THE TOP WITH 3-3" AND THE 1-4" DEEP DRAWERS 1EA - SET OF LED ROPE LIGHTING FOR COMPARTMENTS WITH ROPE LIGHTS ON SIDES AND TOPS OF COMPARTMENTS WITH PIN SWITCH @ EACH DOOR, WHEN DOOR OPENS, LIGHT COMES ON, WHEN DOOR CLOSES LIGHT GOES OFF - WIRED TO UPFITTER SWITCH IN CAB 1EA - WAGAN TECH 5000 WATT INVERTER #2012 MOUNTED DRIVER'S SIDE FRONT COMPARTMENT WITH 110 GFI PLUG ON PASSENGER SIDE REAR END PANEL 1EA - AUX BATTERY WITH BATTERY BOX AND IN LINE ISOLATOR 1EA - WHELEN JY8AAAA, ROOF MOUNTED FULLY POPULATED 50" LIGHT BAR WITH IN CAB CONTROL 6EA - WHELEN TIR6 AMBER STROBE LIGHTS WITH BRUSH GUARDS, (2EA) IN GRILLE, (2EA) ON SIDES ON BODY ABOVE WHEELS, AND (2EA) AT REAR OF BODY WIRED TO SINGLE UPFITTER SWITCH IN CAB 1EA - FRONT BUMPER CONE HOLDER, MOUNTED PASSENGER SIDE FRONT 1EA - SET OF REAR MUD FLAPS WITH "NO" LOGO (((BLANK)))	$30,500.00
1	BUMPER SIG - 6"	6" DIAMOND PLATE STEP BUMPER - POWDER COATED GRAY 1EA - FACTORY HITCH 1EA - TRAILER PLUG 7 PIN ROUND #12063 1EA - INSTALL FACTORY BACK UP ALARM 1EA - SCELZI BOLT ON VISE STAND REMOVABLE - PART #SE100919 (VSR-123), MOUNTED PASSENGER SIDE REAR - POWDER COATED GREY	$0.00
1	LADDER RACK - SB CUSTOM	SINGLE SIDE LADDER RACK, MOUNTED PASSENGER SIDE - POWDER COATED WHITE	$0.00
1	PDI	PRE-DELIVERY INSPECTION OF VEHICLE PER WORK ORDER	$150.00
1	HAZ MAT - HWD FEE	HAZARDOUS WASTE DISPOSAL FEE	$53.00
1	WEIGHT CERTIFICATE	WEIGHT CERTIFICATE OF COMPLETED UNIT	$47.00

SCELZI ENTERPRISES, INC.
Premium Truck Bodies

Quotation

301226

Date: 7/7/2025, 2:22:35 PM

User: Uribe, Ruben

1	TRANSPORTATION	ONE WAY TO LIVERMORE, CA	$680.00

Sub Total	**$31,430.00**
Sales Tax	**$0.00**
Total	**$31,430.00**

DISCLAIMERS

TERMS: Standard terms are Net 10 Days, any deviations need to be in writing before production

CHASSIS: Scelzi Enterprises, Inc. is not responsible for flashing or modification of any chassis modules due to the installation of a body
Including but not limited to camera installation, erratic turn signal operation, etc

CHANGES: Each change after quote is accepted will constitute a $500.00 fee in addition to the cost of the change
No changes will be made to orders 2 weeks prior to production start date

DRAWINGS: Any changes to drawings after acceptance and 2 weeks prior to production start date will constitute a $500.00 fee or more at $150.00 per hour
No changes will be made to drawings 2 weeks prior to production start date

PAINT: Scelzi Enterprises, Inc. does not guarantee a perfect color match due to inconsistencies in factory paints and procedures

THIS WORK AUTHORIZED BY

DATE

Payment in full on completion of job if credit arrangements have not been made in advance

Estimate Prepared By:

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

Sales Rep: Uribe, Ruben

Vehicle Configuration Options

ENGINE	
Code	**Description**
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)
TRANSMISSION	
Code	**Description**
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)
TIRES	
Code	**Description**
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)
PRIMARY PAINT	
Code	**Description**
Z1	Oxford White
SEAT TYPE	
Code	**Description**
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	**Description**
X37	3.73 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
96V	XL Chrome Package, -inc: 4 pickup box tie-down plates, Halogen Fog Lamps, Bright Chrome Hub Covers & Center Ornaments, Chrome Rear Step Bumper, Chrome Front Bumper
86M	Dual AGM 68 AH Battery
52B	Trailer Brake Controller, -inc: smart trailer tow connector
66D	Pickup Box Delete, -inc: rear view camera and prep kit, Deletes tailgate, tie down hooks, rearview camera and 7/4 pin connector, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford incomplete vehicle manual and the Ford truck body builder's layout book (and applicable supplements), GVWR: 9,900 lbs, Rear Bumper Delete, Spare Tire, Wheel, Jack & Tire Carrier Delete
512	Spare Tire, Wheel, Carrier & Jack

153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates and optional to all others
18B	Platform Running Boards
GVWR	
Code	**Description**
___	GVWR: 9,900 lbs
OPTION PACKAGE	
Code	**Description**
600A	Order Code 600A

2026 Fleet/Non-Retail Ford Super Duty F-250 SRW XL 2WD SuperCab 8' Box 164" WB

WINDOW STICKER

2026 Ford Super Duty F-250 SRW XL 2WD SuperCab 8' Box 164" WB

CODE	MODEL	MSRP
X2A	2026 Ford Super Duty F-250 SRW XL 2WD SuperCab 8' Box 164" WB	$48,435.00
	OPTIONS	
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)	$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)	$0.00
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)	$0.00
Z1	Oxford White	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar	$0.00
X37	3.73 Axle Ratio, (STD)	$0.00
96V	XL Chrome Package, -inc: 4 pickup box tie-down plates, Halogen Fog Lamps, Bright Chrome Hub Covers & Center Ornaments, Chrome Rear Step Bumper, Chrome Front Bumper	$325.00
86M	Dual AGM 68 AH Battery	$210.00
52B	Trailer Brake Controller, -inc: smart trailer tow connector	$300.00
66D	Pickup Box Delete, -inc: rear view camera and prep kit, Deletes tailgate, tie down hooks, rearview camera and 7/4 pin connector, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford incomplete vehicle manual and the Ford truck body builder's layout book (and applicable supplements), GVWR: 9,900 lbs, Rear Bumper Delete, Spare Tire, Wheel, Jack & Tire Carrier Delete	($625.00)
512	Spare Tire, Wheel, Carrier & Jack	$295.00
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates and optional to all others	$0.00
18B	Platform Running Boards	$445.00
___	GVWR: 9,900 lbs	INC
600A	Order Code 600A	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$49,385.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$2,195.00
TOTAL PRICE	**$51,580.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)
Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail (STD)
3.73 Axle Ratio (STD)

EXTERIOR

Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)

GVWR

GVWR: 10,000 lb Payload Package

WHEELS

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Class V Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
3859# Maximum Payload
HD Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Regular Box Style

Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Reverse Opening Rear Doors
Tailgate/Rear Door Lock Included w/Power Door Locks
Boxside Steps
Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
Fixed Antenna
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box

Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Cab Mounted Cargo Lights
Smart Device Remote Engine Start
Ford Connectivity Package (1-Year Included) -inc: unlimited Wi-Fi hotspot, Included for 1-year from warranty start date, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, To activate the 1-year complimentary trial, retail modem authorization and credit card authorization for auto renewal is required; customer may cancel at any time
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
Back-Up Camera

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING ISSUANCE OF A PURCHASE ORDER TO 72 HOUR LLC DBA NATIONAL AUTO FLEET GROUP IN AN AMOUNT NOT-TO-EXCEED $368,191 FOR FOUR FORD SUPER DUTY F250 XL 2WD SUPER CAB TRUCKS WITH SCELZI SERVICE BODIES

The City of Livermore Water Resources Division utilizes service body trucks to haul tools and materials to remote work sites and respond to emergency calls. The City's Fleet Policy currently recommends the replacement of four water distribution service trucks.

Livermore Municipal Code section 2.68.360 permits the purchase of certain goods and services through qualifying cooperative purchasing programs. Livermore Municipal Code section 2.68.370 permits the City to participate in cooperative purchasing programs if the underlying purchase was made using a quotation or bid procedure at least as restrictive as the City's.

72 Hour LLC, which does business as National Auto Fleet Group, holds a Sourcewell (formerly National Joint Powers Alliance) competitively bid cooperative purchasing contract for passenger cars and light duty pickups, which includes the Ford F250. This cooperative purchasing program meets the requirements of the Livermore Municipal Code.

The City received a quote from National Auto Fleet Group for four Ford Super Duty F250 XL 2WD Super Cab trucks with Scelzi service bodies in the amount of $368,191.

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

1. Authorizes the City Manager, or her designee, to execute a purchase order, on behalf of the City of Livermore, with National Auto Fleet Group in an amount not-to-exceed $368,191 for the purchase and delivery of four Ford Super Duty XL 2WD Super Cab trucks with Scelzi service bodies in accordance with the terms, specifications, and general provisions specified in Sourcewell Contract #091521-NAF and section 2.68.370 of the Livermore Municipal Code.

2. Authorizes the City Manager, or her designee, 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 September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.16**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Resolution approving City Council Policy on City Officials' Use of Electronic Communications and Social Media.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving the City Council Policy on City Officials' Use of Electronic Communications and Social Media.

DECISION TYPE

Administrative

SUMMARY

Staff recommends the City Council adopt a resolution approving the City Council Policy on City Officials' Use of Electronic Communications and Social Media based on feedback provided by the City Council at the July 28 workshop.

DISCUSSION

At the July 28, 2025, workshop, the City Council received a presentation and training on the Policy on City Officials' Use of Electronic Communications and Social Media and directed staff to finalize it as presented. The policy establishes clear expectations, guidelines, and legal requirements for how City Officials, including Council Members and Advisory Body Members, engage through personal and City-affiliated digital platforms. It reinforces that while electronic tools can enhance communication with the public, they must be used in strict adherence to the Brown Act and Assembly Bill 992, which restrict certain interactions between members of the same legislative body on social media to avoid violations such as serial meetings. The policy also provides direction on account management, record retention, and the use of disclaimers to separate personal views from official City positions. These provisions are intended to protect transparency, uphold public trust, and reduce legal risk while supporting thoughtful and compliant public engagement.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts.

COMMUNITY PILLAR

5: A City That Works

GOAL

1: Engage effectively with the Mayor and City Council

ATTACHMENTS

1. Resolution
2. Exhibit A - Electronic Communications and Social Media Policy

Prepared by: Stephanie Egidio
Acting Deputy City Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADOPTING CITY COUNCIL POLICY ON THE USE OF ELECTRONIC COMMUNICATIONS AND SOCIAL MEDIA BY CITY OFFICIALS

The City Council has adopted rules and policies to ensure that City Officials conduct public business in a manner that promotes transparency, accountability, and compliance with applicable laws. These include expectations for conduct during meetings, standards for governance and communication, and guidance for preserving public confidence in the City of Livermore's decision-making processes.

Recognizing the increasing use of digital platforms for public engagement, the City Council requested a policy establishing expectations, guidelines, and legal requirements for the use of electronic communications and social media by City Officials, including the Mayor, Council Members, and Advisory Body Members. This policy is intended to protect the integrity of public processes by ensuring that the use of personal or campaign accounts does not conflict with legal obligations under the Brown Act, the California Public Records Act, or other applicable laws and regulations. It also affirms the Council's values of transparency, responsiveness, and consistency in public communication.

On April 28, 2025, the City Council directed staff to prepare a policy for City Officials' Use of Electronic Communications and Social Media.

On July 28, 2025, the City Council held a special workshop to consider a draft policy and provided direction to staff to finalize the policy for their approval.

The attached policy includes key legal considerations and best practices for ensuring that social media and electronic communications are used responsibly and lawfully by City Officials. The attached policy is intended to complement, but not supersede, the City Council's *Values, Norms and Principles of Governance,* and its *City Council Meeting Rules of Procedure.*

The City Council desires to adopt the attached policy consistent with Council direction and recommendations from staff.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby adopts the City Officials' Use of Electronic Communications and Social Media Policy, attached hereto as Exhibit A, to be effective immediately upon adoption on September 8, 2025.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

_/s/ Tara Mazzanti__
Tara Mazzanti
Acting City Attorney

Exhibit A – City Officials' Use of Electronic Communications and Social Media

City Officials' Use of Electronic Communications and Social Media

Purpose Statement

The purpose of this policy is for the Livermore City Council to establish expectations, guidelines and requirements for all City Officials, as defined below, for using Electronic Communications and posting on Social Media Platforms.

This Policy is not intended to prohibit members of the City's Legislative Bodies (as defined below) from being responsive to the needs of the public and constituents, nor from communicating with City Staff.

The City Council expects that all City Officials will adhere to applicable laws and regulations when utilizing Electronic Communications and Social Media and will act with utmost caution and in accordance with the City Council's established values, norms, principles of governance and rules of procedure.

The City Council expects all City Officials to: (1) be fully responsible for their personal Electronic Communications and Social Media accounts as defined below, (2) adhere to this policy when maintaining and using such personal accounts, and (3) understand that online engagement can present challenges with Brown Act and due process compliance.

Applicability

This policy guides the use of Electronic Communications and Social Media by City Officials, as defined below. A separate Administrative Regulation, developed and approved by the City Manager, applies to all City of Livermore employees, consultants and contractors.

Definitions

City Official: City of Livermore Mayor and City Council Members, and Advisory Body Members (i.e. Board and Commission Members).

Legislative Body: For the purposes of this Policy, defined in accordance with the California State Brown Act to include the City of Livermore City Council as well as Boards and Commissions**.**

Electronic Communications: Communication via electronic means, such as electronic mail, text, voice message, online chat, communication through Social Media Platforms, etc.

Social Media Platform: An online or app-based service that is open and accessible to the public and where members of the general public have the ability to access and participate free of charge without pre-approval. This includes any forum and chatroom where the public cannot be blocked from participating, except when the Social Media Platform determines that an individual violated its rules or protocols. Examples of Social Media Platforms include, but are not limited to, blogs, video- and image-sharing websites or apps (e.g., YouTube, Instagram, TikTok, Snapchat), microblogging websites or apps (e.g., X), and others (e.g., Facebook, Nextdoor, Reddit, LinkedIn).

City Social Media Accounts: Official social media accounts, including mobile apps, which the City of Livermore establishes and maintains to share information on City-related business and events, and over which it has control over all postings, messages, comments, photos and videos, except for advertisements or hyperlinks by the Social Media Platform's owners, vendors, or partners. City Social Media Accounts should supplement, and not replace, the City's required notices and standard methods of communication.

City Officials' Personal Electronic Communications Accounts: Electronic Communications accounts (including Social Media accounts) belonging to and maintained independently by the City Officials.

Brown Act: The State of California Ralph M. Brown Act is a state law that guarantees the public's right to attend and participate in meetings of local Legislative Bodies. The act requires advance notice of meetings, with agendas that describe the business to be conducted.

Meetings subject to the Brown Act are not limited to face-to-face gatherings and include any means through which a majority of a Legislative Body discusses, deliberates or takes action on an item of business outside of a noticed meeting. The Brown Act applies to Social Media use and Electronic Communications.

AB 992: The State of California Assembly Bill (AB) 992 (2020) was enacted as a temporary modification to the Brown Act due to the legislature's belief that the Brown Act caused public officials to be overly cautious and restricted the free flow of communications between public officials and the public on internet-based Social Media Platforms.

While it would not be a Brown Act violation for two City Officials to talk about City business outside a noticed meeting, AB 992 added a new restriction that a City Official should not comment on another City Official's online comment on items that are within their Legislative Body's subject matter jurisdiction. The bill clarified that one City Official's online comments must be separate from any other City Officials' comments, and that City Officials cannot "talk" to each other, on matters within their Legislative Body's subject matter jurisdiction.

AB 992 encompasses activity across all types of Social Media Platforms. That means it could affect social media commenting, retweeting, liking, disliking, responding with positive or negative emojis and/or screenshotting (photographing) and reposting.

Guidelines and Requirements for the City Officials' Use of Electronic Communications and Social Media

General Guidelines

1. There is no California law requiring City Officials to use only government accounts to conduct public business, but there should be no expectation of privacy if personal accounts are used to conduct public business.

2. City Officials should be aware that Electronic and Social Media Communications regarding public business that are conducted using personal networks, accounts, or devices may be subject to the same laws as other records of public business, and that mishandling of such communications in violation of applicable laws may subject City Officials and the City to liability under applicable laws.

3. Electronic records relating to public business, including those created using City Officials' personal accounts, are required to be in a manner capable of maintaining the record for the applicable retention period, including through the use of highlights, bins, or archives for temporary and disappearing stories, reels, posts, or otherwise. Social media content should be treated the same as any written document and retained in accordance with the City retention schedules or the minimum two-year period required under California Government Code. City Officials can seek guidance on complying with this requirement from the City Manager and City Attorney.

4. Any misuse of social media and other communication devices by City Officials may unintentionally cause Brown Act law violations and/or create public records that would need to be disclosed.

5. The Brown Act prohibits decision makers from using a series of communications to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the City's Legislative Body outside a noticed meeting. For example, common email practices of forwarding or replying to messages can easily lead to a serial meeting (a series of communications outside a formal meeting) that are prohibited by the Brown Act. It is for this reason that City Officials should never use the "Reply All" function when responding to an email, as it increases the risk of creating a serial meeting in violation of the Brown Act.

6. To help avoid any violations of the Brown Act and to be consistent with the requirements of AB 992, City Officials are permitted to use their personal Social Media Platform to engage in

conversations or communications on matters within the subject matter jurisdiction of their Legislative Body: (a) to answer questions; (b) to provide information to the public, and (c) to solicit information from the public. However, a majority of members of the Legislative Body may not use social media to "discuss among themselves" official business. AB 992 broadly defines the meaning of "discuss among themselves" to include "communications made, posted, or shared on an internet-based Social Media Platform between members of a Legislative Body, including comments or use of digital icons that express reactions to communications made by other members of the Legislative Body."

7. AB 992 prohibits a member of a Legislative Body from responding "directly to any communication on an internet-based Social Media Platform regarding a matter that is within the subject matter jurisdiction of the Legislative Body that is made, posted, or shared by any other member of the Legislative Body." Therefore, if one City Official posts a comment in response to another City Official's social media post about a City issue, that could be a violation of AB 992, assuming the two serve on the same Legislative Body. Similarly, replying to another City Official (or more than one) via electronic mail could be a violation of this law and the Brown Act, and should be avoided.

8. The City Council has established an expectation that City Officials will not utilize electronic devices to communicate with themselves, the public, or anyone else during a meeting of that City Official's Legislative Body. Communicating during meetings using electronic technology (such as laptop computers, personal digital assistants, or cellular telephones) may create the perception that a private meeting is occurring without public access, which can introduce other legal concerns such as due process and whether those communications are influencing the outcome of decisions. If requested by a member of the public, these communications may need to be disclosed as public records.

9. The City Council has established an expectation that City Officials who have been issued an official City email address will use that address when communicating electronically about matters related to City business.

<u>Engagement through City Officials' Personal Electronic Communication Accounts</u>

1. The City does not provide or support personal (not City's official) Electronic Communications or Social Media accounts for City Officials, with the exception of City Council members who are issued official City electronic mail accounts. City Officials that maintain such personal accounts should be aware that Electronic Communications, Social Media posts, and messages by City Officials regarding matters that are before the City for action or within the City's jurisdiction can be "official city business" subject to laws and policies regarding freedom of speech, Freedom of Information Act, and public transparency laws. These laws and policies include, but are not necessarily limited to, the California and United States Constitutions, the

California Public Records Act (CPRA), the Ralph M. Brown Act, the Political Reform Act and the City's records retention regulations.

2. City Officials are advised to maintain and clearly delineate between their own accounts used for official city business, versus personal or campaign purposes, when engaging in Electronic or Social Media communications, taking precaution not to convey personal or campaign communications in a manner that suggests such communications represent the position of the City, City Council, or Advisory Body as a whole. To avoid ambiguity, profile names on personal or campaign accounts should not be made in the name of the position to which the City Official was elected, should clearly reflect that content on such accounts does not represent the official positions of the City, City Council, or Advisory Body, and should not display the City logo or any other official City mark or title.

3. City Officials should include the following language on their social media accounts to avoid confusion and false expectation that their sites are affiliated with the City: "This page (site) is not operated or endorsed by the City of Livermore and does not reflect official City policies or positions."

4. Whenever possible, City Officials should refer others to the official City website for further information.

5. If a City Official receives Electronic Communication regarding City business on a personal account, they should copy that information to their official City account (if such exists) for transparency and ease of access for public records requests. Such communications received and/or made on personal accounts if related to City business, may also be subject to the same transparency laws described above.

6. When discussing City business matters, City Officials should avoid deleting comments or blocking individuals on the pages or sites they maintain. In the event that a City Official deletes or removes content or blocks a user for threatening, harassing, or discriminatory content that the City Official believes constitutes an imminent threat or violation of harassment or discrimination laws, a copy of the deleted or removed content should be saved or retained consistent with City records retention policies and this policy. Furthermore, a City Official should report this action to their departmental liaison (for advisory bodies) or the City Manager (for City Council).

7. A City business-related post sent by, or to the public from a City Official's personal computer or personal cell phone may fall within the definition of a public record and may be disclosed if requested under the CPRA.

Engagement through City Social Media Accounts

The City maintains a number of official City Social Media Accounts for the sole purpose of informing, educating and engaging constituents on matters of City business. City Officials may from time to time engage on such City Social Media Accounts by liking, commenting on or sharing official City posts. To maintain compliance with AB 992, City Officials should refrain from commenting on or responding directly to any communication that is made, posted, or shared by any other City Official on any item that is within their subject matter jurisdiction. This includes "liking", "disliking", adding emojis to, sharing or forwarding another City Official's post or comment.

Engagement through Other Open Platforms

From time to time City Officials may engage on other open platforms such as commenting on an online news article. City Officials should take the same precautions as described earlier in this policy when engaging on such platforms.

Key Responsibilities:

City Manager: Responsible for facilitating the review of this policy with the Mayor and City Council every two years, after each municipal election, and incorporating relevant sections of this policy into the City's Administrative Regulations on the same subject applicable to City staff, consultants and contractors. In collaboration with the City Attorney, the City Manager is responsible for implementing biennial training on the policy for all City Officials.

City Attorney: Responsible for reviewing this policy for compliance with and conformance to applicable laws and regulations and recommending changes to the City Manager during the biennial review process outlined above.

City Officials: Responsible for satisfying the administrative and legal responsibilities related to their use of and engagement through Electronic Communications and Social Media accounts. Responsible for reporting incidents of potential harassment, comment deletion or blocking, or unintentional policy violation to the City Manager.

Consequences of Policy Violation:

Violations of this policy by City Officials may be subject to removal from official positions (for advisory bodies), removal from representing the City on intergovernmental agencies (for Mayor and City Council), and/or up to and including censure (for Mayor and City Council).

Acknowledgement Form

I acknowledge that I have received a copy of the City of Livermore's City Council Policy on Use of Electronic Communications and Social Media and understand that I am to read and comply with its contents. I am aware that failure to comply may lead to consequences stated in the Policy.

City Official Name: _____

City Official Title: _____

Date: _____

Signature: _____

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.17**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Molly O'Toole, Assistant City Attorney

SUBJECT: Resolution appointing an Acting City Attorney.

RECOMMENDED ACTION

The City Attorney's Office recommends the City Council adopt a resolution:

1. Appointing Senior Assistant Attorney Tara Mazzanti as Acting City Attorney, effective August 23, 2025 and continuing until the City Attorney takes office or the City Council rescinds the appointment.
2. Approving a temporary salary increase equal to five percent (5%) of Ms. Mazzanti's current salary, which is to be in effect during her service as Acting City Attorney.

DECISION TYPE

Administrative

SUMMARY

The City Attorney, Jason Alcala, retired. To ensure continuity of the City's legal operations, an Acting City Attorney should be appointed to perform the duties of the City Attorney until a new City Attorney takes office.

DISCUSSION

The City Attorney, Jason Alcala, retired on August 22, 2025. After a comprehensive recruitment, the City Council selected Kimberly Cilley to succeed Jason Alcala as the next City Attorney. Kimberly Cilley is set to take office on September 29, 2025.

To ensure the continuity of the City's legal operations, the City Attorney's Office recommends that the City Council appoint an Acting City Attorney to have and perform the responsibilities, duties, functions, and authority of the City Attorney until Kimberly Cilley takes office. This includes, without limitation, performing all functions of the City Attorney under the Livermore Municipal Code and California Government Code.

The City Attorney's Office recommends that Senior Assistant City Attorney Tara Mazzanti is appointed as the Acting City Attorney effective August 23, 2025 and continuing until such time as the next City Attorney takes office and that, during her service as Acting City Attorney, she receive a temporary salary increase equal to five percent (5%) of her current salary.

FISCAL AND ADMINISTRATIVE IMPACTS

During the time Ms. Mazzanti is Acting City Attorney, she will receive acting pay equal to 5% of her salary, which will be absorbed by the FY 2025-26 budget.

COMMUNITY PILLAR

5: A City That Works

GOAL

15: Uphold the integrity of Livermore's Municipal Code, Development Code, and regulations.
16: Help preserve public resources and the community's confidence in the City's governance and operation by ensuring the City fulfills its legal obligations and makes well-informed policy decisions.

ATTACHMENTS

1. Resolution

Prepared by: Andrea Franzel
Law Office Supervisor

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPOINTING AN ACTING CITY ATTORNEY

The City Attorney, Jason Alcala, retired on August 22, 2025. After a comprehensive recruitment, the City Council selected Kimberly Cilley to succeed Jason Alcala as the next City Attorney.

To ensure continuity of legal operations, the City Council desires to appoint an Acting City Attorney to have and perform the responsibilities, duties, functions, and authority of the City Attorney until Kimberly Cilley takes office.

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

1. Effective August 23, 2025, Senior Assistant City Attorney, Tara Mazzanti, is appointed as Acting City Attorney and shall have the responsibilities, duties, functions, and authority of the City Attorney until the City Attorney takes office or the City Council rescinds this appointment.

2. Tara Mazzanti will receive a temporary salary increase equal to five percent (5%) of her current salary, which is to be in effect during her service as Acting City Attorney.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT ITEM NO. 7.1

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Hearing to consider a request to approve development of a new, approximately 225,500 square-foot light industrial building and research and development facility on an approximately 14-acre vacant parcel along West Jack London Boulevard west of the Oaks Business Park and an economic incentive package. The facility would test and demonstrate commercially viable clean energy through fusion power.

RECOMMENDED ACTION

The Planning Commission and staff recommend the City Council:

1. Adopt a resolution finding that the project is exempt under the California Environmental Quality Act section 21080.69, as amended by Senate Bill 131, a project that consists exclusively of a facility for advanced manufacturing and certify/adopt an Addendum to the SMP 39/SMP 40 Environmental Impact Report, in accordance with the California Environmental Quality Act;
2. **Introduce an ordinance**, and waive the first reading of Planned Development Industrial Zoning Amendment (PD-I) 25-002 and direct staff not to proceed with a second reading or adoption of the ordinance if Pacific Fusion opts not to locate in Livermore, thereby invalidating the project approvals established by resolution;
3. Adopt a resolution approving Vesting Tentative Tract Map Amendment (VTTM) 8656/Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, and Conditional Use Permit (CUP) 25-002; and
4. Direct the Planning Manager to file a Notice of Exemption and Notice of Determination, in accordance with the provisions of the California Environmental Quality Act, subject to project approval.

Staff recommends the City Council:

1. Adopt a resolution authorizing economic incentive package terms for Pacific Fusion and directing staff to proceed with negotiating an economic incentive agreement and to prepare related documents for subsequent Council action.

DECISION TYPE

Legislative

SUMMARY

On March 25, 2024, Livermore City Council authorized pre-zoning and annexation of a 52-acre unincorporated territory known as SMP 39. The intent of the SMP 39 annexation was to create conditions to establish a campus like environment that would facilitate the development of modern professional offices, research and development facilities, advanced manufacturing, experimental and testing laboratories, and related amenities to support Livermore's innovation economy consistent with the City's Climate Action Strategies and City-Wide Strategic Plan.

The Pacific Fusion Project (Project) would be located on a 14-acre portion of the SMP 39 site along Jack London Boulevard west of the Oaks Business Park (see Attachment 4 - Location Map). The Project proposes development of a new research and development (R&D) and advanced manufacturing facility to produce, test, and advance the development of a commercially viable approach for providing clean fusion power using established science, practical engineering and affordable manufacturing processes. The Project includes constructing and operating an approximately 225,500 square-foot building that requires approval of a Planned Development Industrial Zoning Amendment, Vesting Tentative Tract Map Amendment/Subdivision, Site Plan Design Review, Conditional Use Permit, and associated environmental review.

DISCUSSION

BACKGROUND

On March 25, 2024, Livermore City Council authorized land use changes and annexation of unincorporated territory known as SMP 39 and SMP 40 (see Attachment 3 - Annexation Exhibit). After LAFCo approval on July 11, 2024, both SMP 39 and 40 were formally annexed into the City of Livermore. The City Council concurrently authorized the development of SMP 40 to be subdivided into two parcels to accommodate two industrial tilt-up buildings: one totaling 470,530 square feet and the other 288,750 square feet, which is currently under construction and anticipated to be occupied in early 2026. SMP 39 contemplated 755,000 square feet (sf) of light industrial land uses on approximately 52 acres over six parcels. Collectively, these elements constituted the SMP 39/SMP 40 Project, which was evaluated under a single Environmental Impact Report.

PROJECT DESCRIPTION

The Pacific Fusion Project is the development of a new research and development and advanced manufacturing facility to produce, test, and advance the development of a commercially viable approach for providing clean fusion power using established science, practical engineering and affordable manufacturing processes. The Project includes constructing and operating an approximately 225,500 square-foot building, comprised of approximately:

- 35,000 square feet of office and operational support space
- 180,470 square feet of industrial space
- 10,000 square feet of utility space

This proposed light industrial building would have a maximum height of approximately 110 feet to

accommodate the pulser and specialized testing equipment. The majority of the building area would be a traditional light industrial office height of 45 feet. The Project's exterior would be constructed with a combination of tilt up concrete and precast panel or metal panel construction.

The Project includes site improvements such as driveway access from West Jack London Boulevard, on-site landscaping and a surface parking lot. The Project would also include public improvements such as the widening of Jack London Boulevard, with median, landscape, lighting, curb and gutter, a Class I Trail along the Project frontage, and new signalized access into the site. Attachment 5 shows the development plans for the Project.

The Pacific Fusion Project includes the following entitlements:

- Planned Development Industrial (PD-I) Zoning Amendment: Amends the height standard to allow up to 110-foot max building height (with conditional use permit) to accommodate interior building clearance for specialized equipment or other design features that support research and development, and experimental lab uses consistent with the purpose of the zone. The amendment also includes removing the provision that limits Warehouse and Distribution Facilities to 20% of the total site (SMP 39) area.
- Vesting Tentative Tract Map (VTTM) Amendment: Modifies the Tentative Tract Map to create an approximately 14-acre parcel on a portion of the SMP 39 Site to accommodate the new research and development facility.
- Site Plan Design Review (SPDR): Ensures the site layout, landscape design, and building architecture complies with the zoning and Industrial Design Standards.
- Conditional Use Permit (CUP): Authorizes a building height up to 110-feet.

PROJECT SITE CONTEXT

The Project Site is approximately 14 acres of vacant, undisturbed grasslands located west of the Oaks Business Park and south of West Jack London Boulevard and the Livermore Municipal Airport. Table 1, below, summarizes the General Plan land use designation, zoning classification, and existing land use on the Project Site and surrounding properties. The Project Site is approximately 800 feet west of the Discovery Drive/West Jack London Boulevard intersection as shown on the Attachment 4 location map.

Table 1: Project Site and Surrounding Land Uses

	General Plan Designation	Zoning Designation	Existing Land Use
North	City of Livermore: Community Facilities – Airport (CF-AIR)	City of Livermore: Airport – Service (AIR- SE)	Livermore Municipal Airport
South	Alameda County: Water Management City of Livermore: Open Space/Sand and Gravel (OSP/S&G)	Alameda County: Agriculture (A) with an overlay permitting quarry operations	Gravel quarries and industrial ponds associated with mining
East	City of Livermore: Low Intensity Industrial (LII)	City of Livermore: Planned Development Industrial (PD-I) 01-003	Oaks Business Park

West	City of Livermore: Low Intensity Industrial (LII)	Planned Development Industrial PD-I-22-001	Primarily vacant
Subject Site	City of Livermore: Low Intensity Industrial (LII)	Planned Development Industrial PD-I-22-001	Vacant

STAFF ANALYSIS

General Plan Land Use and Scenic Corridor Policies

The Project Site is adjacent to and within the City's South Livermore Urban Growth Boundary. The Livermore General Plan designates the site as Low Intensity Industrial. The Low-Intensity Industrial (LII) designation identifies land uses including manufacturing, warehousing, research and development facilities, and administrative and professional offices. The Project proposes research and development, administrative and professional offices, and manufacturing of specialized components and equipment consistent with the land use designation.

Further, the General Plan establishes a scenic corridor defined as 3,500 linear feet from the centerline of the I-580 freeway. The project site is located approximately 4,300 linear feet from the I-580 freeway. Therefore, the Project is outside of and not subject to the City's I-580 Scenic Corridor policy.

Climate Action Plan

The Project would implement the Climate Action Plan Strategy to foster an innovative green economy. The Project is a research and development and advanced manufacturing facility that works towards the commercialization of a new green energy technology (Fusion Energy), consistent with this City's Climate Action Strategy.

Current Zoning Classification and Planned Development Amendment

The Project Site is currently zoned Planned Development Industrial (PD-I) 22-001. PD-I 22-001 permits an assortment of light and medium industrial uses such as research and development facilities, advanced manufacturing, professional and administrative offices and experimental laboratories and supportive uses. The Pacific Fusion Project incorporates all four of these uses into one facility.

The applicant is proposing to amend the PD-I 22-001 height standard to allow up to 110-foot max building height (which also requires a conditional use permit) to accommodate interior building clearance for specialized equipment or other design features that support research and development, and experimental lab uses consistent with the purpose of the zone. The height standard would not add additional internal stories or intensify the use. The additional height simply provides clear space for specialized equipment and machinery to support manufacturing and research and development of new technologies through a conditional use permit.

The PD-I amendment also includes removing the provision that limits Warehouse and Distribution Facilities to 20% of the total SMP 39 site area to further facilitate the build out of the remainder of SMP 39 and facilitate the Pacific Fusion project by helping to provide market confidence to finance the project construction (Exhibit B - Planned Development Industrial Zoning Amendment).

If Pacific Fusion does not choose to locate in Livermore, staff recommend Council direct staff to not

proceed with a second reading of the ordinance amending the Planned Development zone, which would also invalidate the project approvals established by resolution.

Subdivision - Vesting Tentative Tract Amendment 8656

The Project entitlements include a Vesting Tentative Tract Map Amendment for SMP 39 in conformance with Part 10 of the Livermore Development Code (and Government Code and the Subdivision Map Act, by reference).

The proposed Vesting Tentative Tract Map (VTTM) Amendment, which covers all 52 acres of SMP 39, would revise the previous VTTM to adjust the parcel sizes of six lots. The parcels originally ranged in size from approximately 5.75 acres to approximately 11.76 acres and are now proposed to range in size from approximately 5 acres to approximately 14 acres (Attachment 5 – Development Plans).

The VTTM would require the developer to dedicate 29 feet of public right of way and construct the widening of Jack London Boulevard, from two lanes to four with landscaped median, consistent with the City's Standard Details. The median includes 26 California Sycamore trees. Access to the entirety of SMP 39 would be via four new 40-foot-wide driveways from West Jack London Boulevard. The eastern access into Pacific Fusion will be signalized consistent with the City's Standard details whereas the western drive into Pacific Fusion would be designed as "right in-right out only" driveway.

The City maintains an Active Transportation Plan (ATP) that identifies existing and proposed required trails and bike lanes throughout the City, and identifies key locations for new bicycle lanes and trail segments, in order to promote connectivity and encourage use of alternative modes of transportation. The VTTM also requires the developer to build a Class 1A, separated trail along the project frontage as part of the West Jack London Boulevard widening, consistent with the ATP. The proposed asphalt trail is conditioned to be 10 feet wide and located within a 38.5' trail easement, which includes two-foot shoulders, street trees, landscaping, and a bio retention area. The developer will also be required to construct an on-street Class 2 bike trail on the south side of Jack London along the project frontage, similar to the existing bike trail east of the project site. The 6- foot wide on-street bike trail will be separated from the travel lane with a 4-foot painted buffer.

Site Plan and Design Review

The Site Plan Design Review (SPDR) 25-005 ensures the Project Site layout, landscape design, and building architecture complies with Livermore Development Code and the City's Design Standards and Guidelines.

A conceptual site plan for SMP 39 was included in the original entitlement package approved by Council in March 2024. The concept plan shows the potential square footage that was necessary for the Draft EIR to analyze potential traffic, noise, and other environmental impacts. SPDR 25-005 revises this conceptual plan as described below in the Parking, Landscape and Architecture sections. An Addendum to the 2024 SMP 39/SMP 40 EIR was prepared as described in the Environmental Determination section below.

Development Standards. Planned Development – Industrial (PD-I) 22-001 establishes industrial development standards that regulate height, lot coverage (i.e., what percentage of the lot is covered by the building) and setbacks. The Project complies with the development standards for PD-I 22-001 as

amended by PD25-002 as described below.

Development Criteria	PD-I 22-001 Standard as amended by PD25-002	Proposed	Analysis
Height			
Maximum height with approval of proposed Condition Use Permit	110 feet, or the height permitted under FAA regulations – Part 77, whichever is more restrictive	110 feet	Complies subject to proposed Conditional Use Permit
Setbacks from Property Lines			
Front setback	40-feet on West Jack London Boulevard	45 feet	Complies
Side setbacks	None	West – 200 feet East – 300 feet	Complies
Parking Setback	5 foot landscaped setback	7 feet	Complies
Rear setback	None	35 feet	Complies
Lot Coverage			
Lot coverage	45 percent maximum	37%	Complies

Parking. The Livermore Development Code (LDC) establishes office and industrial parking standards. The Project complies with the standards as described below.

Parking Criteria	LDC Standard	Required	Proposed
Vehicular Parking			
Office	1 space per 300 sf	117 spaces	117 spaces
Industrial	1 space per 1,200 sf	150 spaces	151 spaces
EV Capable	Minimum 30%	80 spaces	81 spaces
EV Ready	Minimum 20%	54 spaces	54 spaces
Bike Parking			
Industrial	Minimum 10% of off-street parking requirement	27 spaces	28 spaces

Landscape Design. The site plan includes landscape design to support and complement the building architecture and the surrounding industrial area, including providing screening for loading and storage areas. The proposed planting plan includes a variety of trees, shrubs, and groundcovers that are distributed throughout the site and around the proposed buildings consistent with the Livermore Design Standards and Guidelines (DSG) section 4.D.3 (as further described in Attachment 1 Planning Commission Report and shown in Attachment 5 Development Plans). All the proposed planting would be low water usage consistent with the Water Efficient Landscape Ordinance, Livermore Municipal Code 13.25.

Architecture. The building is primarily comprised of concrete tilt-up panels with smooth finishes and score lines aluminum storefront framing and tempered glass at building entrances and office areas. Such details break up the building wall planes, consistent with Design Standards and Guidelines section 4.C.2.

Building colors proposed are a variety of grays along the horizontal bands, and the vertical wall sections encompassing the parapets are a darker blue consistent with the surrounding buildings at the Oaks Business Park consistent with the Design Standards and Guidelines (as further described in Attachment 1- Planning Commission Report and shown in Attachment 5 Development Plans). The roof parapets are conditioned to screen future roof-mounted equipment from public view in compliance with Development Code section 4.05.040.B.

Public Art. The applicant is proposing public art on site in compliance with Livermore Municipal Code Chapter 12.50. Concepts for the art piece, which will be located on the north elevation of the 110-foot portion of the building facing Jack London Boulevard, include fabricated metal, mosaic tile, or a painted mural depicting the science occurring within the building. The public art will be reviewed and approved by the Arts Commission prior to Building Permit issuance.

Conditional Use Permit for Increased Height and Livermore Airport Compatibility

A Conditional Use Permit (CUP) is required by the Planned Development Industrial zoning district to increase the building height to a maximum of 110 feet. This will accommodate interior building clearance requirements, specialized equipment or other design features that support research and development and/or experimental lab uses consistent with the intent and purpose of this district, upon providing a minimum 40-foot setback from street rights-of-way. The Project includes a request for a CUP to accommodate the equipment required for operational purposes.

The purpose of the PD-I 22-001 is to provide an environment exclusively for and conducive to the development of modern professional and administrative facilities, research institutions, manufacturing operations, experimental and testing laboratories and related facilities. The Pacific Fusion Project proposes to construct and operate modern professional and administrative facilities, research and manufacturing operations, and an experimental and testing laboratory consistent with the zoning district and the City's strategic goals.

The Project's proposed use requires additional clearance to support a pulse system designed to demonstrate and test the production and effectiveness of fusion energy. The proposed building design would add volume to support this pulse system and machinery needed to operate and maintain it. The additional height would not include additional stories or square footage, just indoor clear space. Therefore, the CUP would comply with the zoning, as amended.

Due to proximity to the Livermore Municipal Airport, the SMP 39/SMP 40 Project was reviewed by the City Airport Commission and Alameda County Airport Land Use Commission (ALUC) on October 2, 2023, and October 9, 2023, respectively. The Project Site is within Airport Safety Zone 6, as identified in the Airport Land Use Compatibility Plan (ALUCP), which permits office, research and development, and warehouse and distribution uses. PD-I 22-001 (if amended) allows heights up 110 feet with a CUP, subject to Federal Aviation Administration (FAA) Part 77 regulations.

On May 12, 2025, the ALUC staff determined that the Project is compatible with the ALUCP (Attachment 6). Similarly, City of Livermore Airport Staff determined that the Project is consistent with the original 2024 SMP 39 approval that was reviewed and recommended for approval by the City Airport Commission subject to the conditions set forth in the attached Conditions of Approval (Exhibit B - Conditions of Approval). These conditions include avigation easements, airport-in-vicinity deed notifications, requiring the applicant to file a Notice of Proposed Construction or Alteration with the

Federal Aviation Administration (FAA), and interior building noise consistent with Title 24 requirements.

PLANNING COMMISSION

On August 12, 2025, at a public hearing, the Planning Commission voted 5-0 recommending the City Council approve the Project. The Planning Commission further emphasized the community benefits of the Project. Three public comments were received in support of the Project, citing job growth, tax revenue, and a green economy. The Planning Commission Staff Report and Minutes are attached (Attachments 1 and 2).

ENVIRONMENTAL DETERMINATION

As described in the Environmental Resolutions, the Project is exempt from the California Environmental Quality Act (CEQA) under Public Resources Code section 21080.69, as amended by Senate Bill 131, because it is a project that consists exclusively of a facility for advanced manufacturing on land that is zoned exclusively for industrial uses and is not located on natural or protected lands. Advanced manufacturing is defined by Public Resources Code section 26003 as a manufacturing process that improves existing or creates entirely new materials, products, or processes through the use of science, engineering or information technology, high-precision tools and methods, a high-performance workforce, and innovative business or organizational models utilizing advanced materials, integrated computational materials engineering, or additive manufacturing, among other things. This includes sustainable manufacturing systems and technologies that minimize the use of resources while maintaining or improving costs and performance, so long as such manufacturing or technological systems aren't required to be undertaken by state or federal law.

The proposed Project will lead to the commercialization of a technology (fusion) that would minimize the use of carbon-emitting resources for electricity generation. It is considered advanced manufacturing because this Project will create an R&D facility to test a new technology not available today. The Project will employ a highly skilled workforce to pilot and test the manufacturing, assembly, and performance of core components, with the goal to prove the concept that it is possible to scale up this cutting-edge process and technology for commercial fusion power generation facilities in the future. The Project will lead to advancements that include improvements in manufacturing processes and systems that are often referred to as "smart" or "intelligent" manufacturing systems, which integrate computational predictability and operational efficiency. Unlike regulated sustainable manufacturing systems such as solar panels and EV batteries that involve mass production, the proposed fusion power test facility will function primarily as a research and testing facility that will not involve mass production or manufacturing beyond what is needed for the test facility itself. The regulatory oversight for the Project is comparable to that of a laboratory, focusing on worker safety requirements and standard operational protocols. Thus, staff believes the Project qualifies as advanced manufacturing for CEQA exemption purposes because it produces advanced materials used in energy systems that are high-tech and precision-driven, through the use of highly skilled workforce to contribute to processes or technologies that could later be commercialized.

Additionally, in 2024, the City Council certified an Environmental Impact Report for the SMP 39/SMP 40 projects (2024 EIR). The EIR analyzed the impacts of the SMP 39/SMP 40 project at full buildout. As described in the Environmental Resolutions, an Addendum to the 2024 EIR was prepared for the Project (Attachment 10). Although the Project differs from what was analyzed in the 2024 EIR, with a change in allowable height and use limitations and revised parcel size and layout, the Addendum finds that more

severe impacts beyond those analyzed in the 2024 EIR would not occur as a result of the Project. For these reasons, no new EIR is required, and the Project meets all requirements of the California Environmental Quality Act, per CEQA Guidelines section 15164.

Further, the Economic Incentive Package (as described below) would facilitate and assist with the implementation of the Project, which is exempted or otherwise evaluated in the Addendum. Therefore, the incentive package is also exempted or otherwise included in the Addendum, and would not result in new or unanticipated impacts, and would not require additional analysis.

ECONOMIC INCENTIVES FRAMEWORK

The City of Livermore is competing with other jurisdictions to attract the Pacific Fusion research and development (and demonstration) facility. Pacific Fusion's venture capital funding is tied to achieving technical milestones and key performance metrics. Achieving these metrics require significant capital investment and the high cost of doing business in California compared to other locations under consideration could potentially limit resources needed to meet these technical milestones. Pacific Fusion has stated that any cost savings on business operations would be beneficial to the mid-to-long-term viability of the company and the City's competitiveness compared to other jurisdictions.

Staff recommends the City Council consider and adopt a resolution to direct staff to move forward with and prepare all necessary and related documents to implement an economic incentives program framework to make Livermore more competitive by waiving, deferring, or rebating certain fees and taxes, including but not limited to:

- Unsecured Property Tax Rebate. Rebate 80% of Livermore's share of all unsecured property tax for a period of 10 years (or as long as Pacific Fusion is in operation at this location, whichever is shorter). Property Tax is divided into Secured and Unsecured. Secured property tax is levied on real property such as land, site improvements, buildings, and structures. Unsecured property taxes are levied on property that is considered "personal property" and can be relocated such as equipment, machinery, fleet vehicles, etc. Pacific Fusion's unsecured property tax is projected to be unusually high due to the specialized equipment needed for operations. Under this proposal, the City would retain all secured property tax (land and building) and 20% of the unsecured property tax. This would allow the Project to retain resources needed to invest in and advance the technology.

- Tax on Industrial Construction Elimination. Currently Livermore Municipal Code Chapter 3.08, Article IV establishes a tax on industrial construction. This is a one-time tax on construction paid during the building permit process. As part of the proposed incentives package, staff would return with a Municipal Code amendment to allow the City to waive or adjust the industrial construction tax under specific conditions in certain industrial districts for unique research and development facilities, or experimental and testing laboratories, that generate a range of medium to high-wage jobs. This action would remove approximately $630,000 from project costs.

- Community Facilities District Formation (CFD). Formation of a CFD on the property would allow the developer to issue bonds to fund all applicable City impact fees and public improvement costs. A special tax levied on the property within the CFD, established pursuant to the requirements of the Mello-Roos Community Facilities Act of 1982 (Gov. Code sections 5311 et seq.) would be

used to repay bond's principal and interest expenses. Typically, CFDs span 30 years. CFD bonds are tax exempt for public improvement costs and can be tax exempt to fund development impact fees if the City can program Capital Projects of an equal value within three years of the bond issuance. A CFD would enable the Project to defer upfront costs and spread them over time, thus freeing up capital resources to put towards advancing the technology. Under a CFD, the City would still receive impact fees upfront and the bond issuance would to be used to fund public improvements for the community and cover the developer's impact fee expenses.

This incentive program serves a direct and substantial public purpose because, as noted below, the Project is expected to create and retain skilled jobs and catalyze an advanced manufacturing and research and development hub which will expand the City's long-term tax base while promoting the local and statewide objectives for clean electricity and climate resilience. Following Council direction to proceed with the Incentive Program, staff would return with subsequent actions to implement the economic development framework described above.

FISCAL AND ADMINISTRATIVE IMPACTS

The Project would support the Livermore economy by providing approximately 250 high quality jobs at a variety of levels, including technicians, engineers, and scientists. Further, the Project may act as a catalyst for an emerging fusion energy industry cluster and draw interest from related businesses, vendors, and suppliers wanting to locate in Livermore near Pacific Fusion and the National Labs. This catalyst could initiate additional economic growth.

The Project and its workforce are estimated to indirectly contribute to offsite sales and use taxes of approximately $45,000 annually. In addition, the Project itself would result in increased property tax revenue (secured and unsecured) estimated at $750,000 per year. With the combination of other taxes and fees, the Project would generate initial estimated fiscal revenues of approximately $1 million, annually. Finally, after providing the unsecured property tax rebate back to Pacific Fusion (for the first 10 years) the annual estimated revenue to the City would be approximately $600,000. For comparison, current assessed value of SMP 39 is approximately $12,000.

Administratively, staff time allocated to entitlement review is offset by required entitlement application fees. Ongoing staff resources will be required to form and implement a Community Facilities District (CFD). This administrative cost would be included in the total cost of the District and covered in the bond issuance. Staff time and resources would be required to implement the other economic incentives.

COMMUNITY PILLAR

2: An Economy That Prospers

GOAL

3: Encourage an innovation driven economy

GUIDING DOCUMENTS

General Plan
Development Code

Climate Action Plan

ATTACHMENTS

1. Planning Commission Staff Report
2. Planning Commission Meeting Minutes
3. Annexation Exhibit
4. Location Map
5. Development Plans
6. ALUC Staff Determination
7. Resolution - Environmental Exemption
8. Exhibit A - Planning Commission Resolution - Environmental
9. Resolution - Environmental Addendum
10. Exhibit A - Planning Commission Resolution - Environmental
11. Exhibit B - Pacific Fusion Addendum
12. Ordinance
13. Exhibit A - Planning Commission Resolution - Project
14. Exhibit B - Planned Development Amendment
15. Resolution - Project
16. Exhibit A - Planning Commission Resolution - Project
17. Exhibit B - Conditions of Approval
18. Resolution - Economic Incentive Package

Prepared by: Emily LaDue
Assistant Planner

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

PLANNING COMMISSION STAFF REPORT **ITEM NO. 3.1**

DATE: August 12, 2025

TO: Chairperson and Members of the Planning Commission

FROM: Steve Riley, Planning Manager

SUBJECT: Hearing to consider a request to approve development of a new, approximately 225,500 square-foot light industrial building and research and development facility on an approximately 14-acre vacant parcel along West Jack London Boulevard west of the Oaks Business Park. The facility would test and demonstrate commercially viable clean energy through fusion power.

RECOMMENDED ACTION

Staff recommends the Planning Commission adopt resolutions recommending the City Council:

1. Find that the project is exempt under the California Environmental Quality Act section 21080.69, as amended by Senate Bill 131, a project that consists exclusively of a facility for advanced manufacturing, and certify/adopt an Addendum to the SMP 39/40 Environmental Impact Report, in accordance with the California Environmental Quality Act.
2. Approve Planned Development Amendment (PD) 25-002, Vesting Tentative Tract Map (VTTM) 8656/Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, and Conditional Use Permit (CUP) 25-002.
3. Direct the Planning Manager to file a Notice of Exemption and Notice of Determination, in accordance with the provisions of the California Environmental Quality Act, subject to project approval.

DECISION TYPE

SUMMARY

On March 25, 2024, Livermore City Council authorized pre-zoning and annexation of unincorporated territory known as SMP 39 and SMP 40 west and south of the Oaks Business Park respectively. The intent of the SMP 39 annexation was to create conditions to establish a campus like environment that would facilitate the development of modern professional offices, research and development facilities, manufacturing operations, experimental and testing laboratories, and related amenities to support Livermore's innovation economy consistent with the City's Climate Action Strategies and City-Wide Strategic Plan. SMP 39 is approximately 52 acres and SMP 40 is approximately 41 acres.

The Pacific Fusion Project (Project), proposed to be on a 14-acre portion of the SMP 39 site along Jack London Boulevard, is the development of a new research and development (R&D) and advanced manufacturing facility to produce, test, and advance the development of a commercially viable approach for providing clean fusion power using established science, practical engineering and affordable manufacturing processes (see Attachment 2 - Location Map). The Project includes constructing and operating an approximately 225,500 square-foot building that requires approval of a Planned Development Industrial Zoning Amendment, Vesting Tentative Tract Map Amendment, Site Plan Design Review, Conditional Use Permit, and associated environmental review.

DISCUSSION

BACKGROUND

On March 25, 2024, Livermore City Council authorized land use changes and annexation of unincorporated territory known as SMP 39 and SMP 40 (see Attachment 1 - Annexation Exhibit). After LAFCo approval on July 11, 2024, both SMP 39 and 40 were formally annexed into the City of Livermore. In addition and concurrently, LAFCo approved moving Livermore's Sphere of Influence boundaries to include SMP 39. City Council concurrently authorized the development of SMP 40 to be subdivided into two parcels to accommodate two industrial tilt-up buildings: one totaling 470,530 square feet and the other 288,750 square feet, which is currently under construction and anticipated to be occupied in early 2026. SMP 39 contemplated 755,000 square feet (sf) of light industrial land uses on 52 acres over 6 parcels. Collectively, these elements constituted the SMP 39/SMP 40 Project, which was evaluated under a single Environmental Impact Report.

PROJECT DESCRIPTION

The Pacific Fusion Project (Project) is the development of a new research and development (R&D) and advanced manufacturing facility to produce, test, and advance the development of a commercially viable approach for providing clean fusion power using established science, practical engineering and affordable manufacturing processes. The Project includes constructing and operating an approximately 225,500 square-foot building, comprised of approximately:

- 35,000 square feet of office and operational support space
- 180,470 square feet of industrial space
- 10,000 square feet of utility space

This proposed light industrial building would have a maximum height of approximately 110 feet to accommodate the pulser and specialized testing equipment. The majority of the building area would be a traditional light industrial office height of 45 feet. The Project’s exterior would be constructed with a combination of tilt up concrete and precast panel or metal panel construction.

The Project includes site improvements such as driveway access from West Jack London Boulevard, on-site landscaping and a surface parking lot. The Project would also include public improvements such as the widening of Jack London Boulevard, with median, landscape, lighting, curb and gutter, a Class I Trail along the Project frontage, and new signalized access into the site. Attachment 3 shows the development plans for the Project.

The Pacific Fusion Project includes the following entitlements:

- Planned Development Industrial Zoning Amendment: Amends the height standard to allow up to 110-foot max building height (with conditional use permit) to accommodate interior building clearance for specialized equipment or other design features that support research and development, and experimental lab uses consistent with the purpose of the zone. The amendment also includes removing the provision that limits Warehouse and Distribution Facilities to 20% of the total site (SMP 39) area.
- Vesting Tentative Tract Map (VTTM) Amendment: Modifies the Tentative Tract Map to create an approximately 14-acre parcel on a portion of the SMP 39 Site to accommodate the new research and development facility.
- Site Plan Design Review (SPDR): Ensures the site layout, landscape design, and building architecture complies with the zoning and Industrial Design Standards.
- Conditional Use Permit (CUP): Authorizes a building height up to 110-feet.

PROJECT SITE CONTEXT

The Project Site is approximately 14 acres of vacant, undisturbed grasslands located west of the Oaks Business Park and south of West Jack London Boulevard and the Livermore Municipal Airport. Table 1, below, summarizes the General Plan land use designation, zoning classification, and existing land use on the Project Site and surrounding properties. The Project Site is approximately 800 feet west of the Discovery Drive/West Jack London Boulevard intersection as shown on the Attachment 2 location map.

Table 1: Project Site and Surrounding Land Uses

	General Plan Designation	Zoning Designation	Existing Land Use
North	City of Livermore: Community Facilities – Airport (CF-AIR)	City of Livermore: Airport – Service (AIR- SE)	Livermore Municipal Airport
South	Alameda County: Water Management City of Livermore: Open Space/Sand and Gravel (OSP/S&G)	Alameda County: Agriculture (A) with an overlay permitting quarry operations	Gravel quarries and industrial ponds associated with mining
East	City of Livermore: Low Intensity Industrial (LII)	City of Livermore: Planned Development Industrial (PD-I) 01-003	Oaks Business Park
West	City of Livermore: Low Intensity Industrial (LII)	Planned Development Industrial PD-I-22-001	Primarily vacant
Subject Site	City of Livermore: Low Intensity Industrial (LII)	Planned Development Industrial PD-I-22-001	Vacant

STAFF ANALYSIS

General Plan Land Use

The Project Site is adjacent to and within the City's South Livermore Urban Growth Boundary. The Livermore General Plan designates the site as Low Intensity Industrial. The Low-Intensity Industrial (LII)

designation identifies land uses including manufacturing, warehousing, research and development facilities, and administrative and professional offices. The Project proposes research and development, administrative and professional offices, and manufacturing of specialized components and equipment consistent with the land use designation. The Project is outside of and not subject to the City's I-580 Scenic Corridor policy.

Citywide Strategic Plan

The Citywide Strategic Plan identifies Goals and Strategic Pillars. The Project would support the Pillar - An Economy that Prospers. The Project would provide approximately 250 high-quality jobs at a variety of different levels, from technicians to engineers and scientists. Further, the use would likely act as an emerging industry cluster. When established, the use would likely draw interest from related businesses, vendors, and suppliers wanting to locate in Livermore and near Pacific Fusion and the Labs. This catalyst would initiate additional economic growth.

Climate Action Plan

The Project would help implement the Climate Action Plan. The Climate Action Plan establishes Strategies to: Foster an innovative green economy. The Project is a research and development and advanced manufacturing facility that works towards the commercialization of a new green energy technology (Fusion Energy), consistent with the City’s Climate Action Strategy.

Current Zoning Classification and Planned Development Amendment

The Project Site is currently zoned Planned Development Industrial (PD-I) 22-001. The purpose of the zoning district is to provide an environment exclusively for and conducive to the development and protection of modern professional and administrative facilities, research institutions, manufacturing operations, experimental and testing laboratory and related uses, any similar employment generating high-end industrial users, and to provide for an aesthetically attractive working environment with campus-like grounds, attractive buildings, employee parking, and other amenities appropriate to a mix of office and industrial uses.

PD-I 22-001 permits an assortment of light and medium industrial uses such as research and development facilities, advanced manufacturing, professional and administrative offices and experimental laboratories and supportive uses. The Pacific Fusion Project incorporates all four uses into one facility.

The applicant is proposing to amend the PD-I 22-001 height standard to allow up to 110-foot max building height (which also requires a conditional use permit) to accommodate interior building clearance for specialized equipment or other design features that support research and development, and experimental lab uses consistent with the purpose of the zone. The height standard would not add additional stories, or intensify the use, The additional height simply provides clear space for specialized equipment and machinery to support manufacturing and research and development of new technologies through a conditional use permit.

The zoning amendment also includes removing the provision that limits Warehouse and Distribution Facilities to 20% of the total site area to further facilitate the build out of the remainder of SMP 39 and respond to market conditions (Attachment 9 – Exhibit B Planned Development Industrial Amendment

with redlines showing the proposed changes).

Vesting Tentative Tract Amendment 8656 Subdivision

The Project entitlements include a Vesting Tentative Tract Map Amendment for SMP 39 in conformance with Part 10 of the Livermore Development Code (and Government Code and the Subdivision Map Act, by reference).

The proposed Vesting Tentative Tract Map (VTTM) Amendment, which covers all 52 acres of SMP 39, would revise the previous VTTM to adjust the parcel sizes of 6 lots. The parcels originally ranged in size from approximately 5.75 acres to approximately 11.76 acres and are now proposed to range in size from approximately 5 acres to approximately 14 acres (Attachment 3 – Development Plans).

The VTTM would require the developer to dedicate 29 feet of public right of way and construct the widening of Jack London Boulevard, from two lanes to four with landscaped median, consistent with the City's Standard Details. The median includes 26 California Sycamore trees. Access to the entirety of SMP 39 would be via four new 40-foot-wide driveways from West Jack London Boulevard. The eastern access into Pacific Fusion will be signalized consistent with the City's Standard details whereas the western drive into Pacific Fusion would be designed as "right in-right out" driveway.

The City maintains an Active Transportation Plan (ATP) that identifies existing and proposed required trails and bike lanes throughout the City, and identifies key locations for new bicycle lanes and trail segments, in order to promote connectivity and encourage use of alternative modes of transportation. The VTTM also requires the developer to build a Class 1A, separated trail along the project frontage as part of the West Jack London Boulevard widening, consistent with the ATP, the proposed asphalt trail is 8 feet wide and located within a 38.5' trail easement, which includes two-foot shoulders, street trees, landscaping, and a bio retention area. The developer will also be required to construct an on-street Class 2 bike trail on the south side of Jack London along the project frontage, similar to the existing bike trail east of the project site. The bike trail will be separated from the travel lane with a 4-foot painted buffer.

Site Plan and Design Review

The Site Plan Design Review (SPDR) 25-005 ensures the Project Site layout, landscape design, and building architecture complies with Livermore Development Code and the City's Design Standards and Guidelines.

A conceptual site plan for SMP 39 was included in the original entitlement package approved by Council in March 2024. The concept plan shows the potential square footage that was necessary for the Draft EIR to analyze potential traffic, noise, and other environmental impacts. SPDR 25-005 revises this conceptual plan as described below in the Parking, Landscape and Architecture sections. An Addendum to the 2024 SMP 39/40 addendum was prepared as described in the Environmental Determination section below.

Development Standards

Planned Development – Industrial (PD-I) 22-001 establishes industrial development standards that regulate height, lot coverage (i.e., what percentage of the lot is covered by the building), and setbacks for all sites within the PD-I zoning designation. The Project complies with the development standards for

PD-I 22-001 as described below.

Development Criteria	Amended PD-I 22-001 Standard	Proposed	Analysis
Height			
Maximum height with a Condition Use Permit	110 feet, or the height permitted under FAA regulations – Part 77, whichever is more restrictive	110 feet	Complies subject to Conditional Use Permit
Setbacks from Property Lines			
Front setback	40-feet on West Jack London Boulevard	45 feet	Complies
Side setbacks	None	West – 200 feet East – 300 feet	Complies
Parking Setback	5 foot landscaped setback	7 feet	Complies
Rear setback	None	35 feet	Complies
Lot Coverage			
Lot coverage	45 percent maximum	37%	Complies

Parking

The Livermore Development Code requires one parking space per 300 square feet for Office uses and one parking space per 1,200 square feet of Industrial uses per Table 4.6 – Automobile Parking Requirements. The Project proposes 35,000 square feet of office space and 180,470 square feet requiring a total of 268 vehicle parking stalls. A total of 268 vehicle parking stalls would be provided at the Project Site, therefore meeting the requirement. Of the total parking spaces, 81 spaces will be EV capable and 54 will be EV ready. The 268 parking stalls would be located to the east of the proposed building. The loading docks are located on the west side of the building.

In addition, the Project would provide 28 bicycle parking spaces (14 inside and 14 outside), which exceeds the requirement of 27 spaces. The bicycle parking is located near the entrance on the northeast corner and on the interior of the building. *Landscape Design*

The site plan includes landscape design to support and complement the building architecture and the surrounding industrial area. The proposed planting plan includes a variety of trees, shrubs, and groundcovers that are distributed throughout the site and around the proposed buildings – consistent with the Livermore Design Standards and Guidelines (DSG) section 4.D.3.

Tree species include a mixture of evergreen and deciduous trees including Brisbane Box, California Sycamore, Chinese Pistache, Sunburst Honey Locust, Hardy Red Oleander, and Fruitless Olive. Three of these species are California Native Trees.

Shrub species include a mixture of evergreen and deciduous shrubs including Lavender Cotton, Upright Rosemary, Peninsular Manzanita, and more.

Groundcover species include a mixture of species including Island Alum Root, Fort Night Lily, and Chapparal Clematis. Six of the shrub and groundcover species are pollinators.

All the proposed planting would be low water usage consistent with the Water Efficient Landscape Ordinance, Livermore Municipal Code 13.25.

The Project provides screening for loading docks with trees and shrubs that will screen loading docks from the properties to the south and west. This is consistent with the screening provisions for service areas per the Livermore Design Standard and Guidelines 4.D.3.3.

Development Code Table 4.12, Required Interior Parking Lot Landscaping describes the minimum parking lot landscaping required based on the number of parking spaces. The Project Site meets this standard by providing at or above 16 percent of the parking area in landscaped area. Development Code Table 4.13, Required Shade Trees, requires 16 trees per gross site area acre, minus building coverage. The Project Site includes 155 trees on the parcel, which exceeds the minimum requirement of 154 trees. All proposed trees are 24-inch box size, exceeding The Livermore Development Code requirement that 20 percent of the trees be planted at 24-inch box size.

An 8-foot tall, wrought iron fence is proposed along the southern and western property lines, as well as a gate along the western entrance, for security and screening. The storage tanks in the southwestern corner will generally be screened by fencing and landscaping.

Therefore, the landscape design is also consistent with the Industrial Design Standards and Guidelines including providing a hierarchy of plantings and minimum planting size requirements.

Architecture

Architecture is primarily concrete tilt-up panels with smooth finishes, with aluminum storefront framing and tempered glass at building entrances and office areas.

The majority of the buildings would be up to approximately 43 feet in height, except for the portion of the building proposed to be up to 110 feet in height as described in the Conditional Use Permit section below. Vertical parapets extend periodically above the primary roof line, as do a series of horizontal and vertical score lines. Together, these details break up the building wall planes, consistent with Design Standards and Guidelines section 4.C.2.

The roof parapets are conditioned to screen future roof-mounted equipment from public view in compliance with Development Code section 4.05.040.B. The building's roofline and wall plane design are also consistent with the Livermore Design Standards and Guidelines for Building Design, which require changes in wall planes or varying height and changes in building materials and colors.

Building colors proposed for the building are a variety of grays along the horizontal bands and the vertical wall sections encompassing the parapets are a darker blue. Proposed window glazing is blue. These design details are consistent with the surrounding buildings at the Oaks Business Park as well as Design Standards and Guidelines section 4.C.2.1, establishing a sense of base, middle, and top of the building.

Public Art

The applicant is proposing public art on site in compliance with Livermore Municipal Code Chapter 12.50. Concepts for the art piece, which will be located on the north elevation of the 110-foot portion of the building facing Jack London, include fabricated metal, mosaic tile, or a painted mural depicting the science occurring within the building. The public art will be reviewed and approved by the Arts Commission prior to Building Permit issuance.

Conditional Use Permit for Increased Height and Livermore Airport Compatibility

A Conditional Use Permit (CUP) is required by the Planned Development Industrial zoning district to increase the building height to a maximum of 110 feet. This will accommodate interior building clearance requirements, specialized equipment or other design features that support research and development and/or experimental lab uses consistent with the intent and purpose of this district, upon providing a minimum 40-foot setback from street rights-of-way. The Project includes a request for a CUP to accommodate the equipment required for operational purposes.

The purpose of the PD-I 22-001 is to provide an environment exclusively for and conducive to the development of modern professional and administrative facilities, research institutions, manufacturing operations, experimental and testing laboratories and related facilities. The Pacific Fusion Project proposes to construct and operate modern professional and administrative facilities, research and manufacturing operations, and an experimental and testing laboratory. These facilities are consistent with the purpose and permitted uses established in the zoning district and the City's strategic goals.

The Project's proposed use requires additional clearance to support a pulse system designed to demonstrate and test the production and effectiveness of fusion energy. The proposed building design would add volume to support this pulse system and machinery needed to operate and maintain it. The additional height would not include additional stories or square footage, just indoor clear space. Therefore, the CUP would comply with the zoning, as amended.

Due to proximity to the Livermore Municipal Airport, the SMP 39/SMP 40 Project was reviewed by the City Airport Commission and Alameda County Airport Land Use Commission (ALUC) on October 2, 2023, and October 9, 2023, respectively. The Project Site is within Airport Safety Zone 6, as identified in the Airport Land Use Compatibility Plan (ALUCP), which permits office, research and development, and warehouse and distribution uses. PD-I 22-001 (if amended) allows heights up 110 feet with a CUP, subject to Federal Aviation Administration (FAA) Part 77 regulations.

On May 12, 2025, the ALUC staff determined that the Project is compatible with the ALUCP (Attachment 4). Similarly, City of Livermore Airport Staff determined that the Project is consistent with the original 2024 SMP 39 approval that was reviewed and recommended for approval by the City Airport Commission subject to the conditions set forth in the attached Conditions of Approval (Attachment 8 – Exhibit A Conditions of Approval). These conditions include avigation easements, airport in vicinity deed notifications, requiring the applicant to file a Notice of Proposed Construction or Alteration with the Federal Aviation Administration (FAA), and interior building noise consistent with Title 24 requirements.

ENVIRONMENTAL DETERMINATION

As described in the Environmental Resolution, the Project is exempt from the California Environmental

Quality Act (CEQA) under section 21080.69, as amended by Senate Bill 131, a project that consists exclusively of a facility for advanced manufacturing. The proposed Project will lead to the commercialization of a technology (fusion) that would minimize the use of carbon-emitting resources for electricity generation. It is not a technology available today or required by any law, regulation, or governmental agency. The Project will pilot and test the manufacturing, assembly, and performance of core components, with the goal to scale up for commercial fusion power generation facilities in the future. The Project will lead to advancements that include improvements in manufacturing processes and systems that are often referred to as “smart” or “intelligent” manufacturing systems, which integrate computational predictability and operational efficiency.

Additionally, in 2024, the City Council certified an Environmental Impact Report for the SMP 39/40 projects (2024 EIR). The EIR analyzed the impacts of the SMP 39/40 project at full buildout. As described in the Environmental Resolution, an Addendum to the 2024 EIR was prepared for the Project (Attachment 6). Although the Project differs from what was analyzed in the 2024 EIR, with a change in allowable height and use limitations and revised parcel size and layout, the Addendum finds that more severe impacts beyond those analyzed in the 2024 EIR would not occur as a result of the Project. For these reasons, no new EIR is required, and the Project meets all requirements of the California Environmental Quality Act, per CEQA Guidelines section 15164.

ATTACHMENTS

1. Annexation Exhibit
2. Location Map
3. Development Plans
4. ALUC Staff Determination
5. Resolution - Environmental
6. Exhibit A - Pacific Fusion Addendum
7. Resolution - Project
8. Exhibit A - Conditions of Approval
9. Exhibit B - Planned Development Amendment

Prepared by: Emily LaDue
Assistant Planner

DRAFT MINUTES

LIVERMORE
CALIFORNIA

SPECIAL PLANNING COMMISSION
AUGUST 12, 2025

SPECIAL MEETING

1. CALL TO ORDER – The special meeting of the Planning Commission was called to order by Chairperson Yolanda Fintschenko at 7:00 pm, held in person at 1016 S. Livermore Avenue.

2. ROLL CALL – Present: Chairperson Yolanda Fintschenko, Vice Chairperson Tracy Kronzak, and Commissioner Jacob Anderson, Commissioner Nadine Horner, Commissioner Charity Steele.

PLEDGE OF ALLEGIANCE

Chairperson Fintschenko led the Pledge of Allegiance.

3. SPECIAL MEETING ITEM

3.1 Hearing to consider a request to approve development of a new, approximately 225,500 square-foot light industrial building and research and development facility on an approximately 14-acre vacant parcel along West Jack London Boulevard west of the Oaks Business Park. The facility would test and demonstrate commercially viable clean energy through fusion power.

Recommendation:
Staff recommends the Planning Commission adopt resolutions recommending the City Council:

1. Find that the project is exempt under the California Environmental Quality Act section 21080.69, as amended by Senate Bill 131, a project that consists exclusively of a facility for advanced manufacturing and certify/adopt an Addendum to the SMP 39/40 Environmental Impact Report, in accordance with the California Environmental Quality Act.
2. Approve Planned Development Amendment (PD) 25-002, Vesting Tentative Tract Map (VTTM) 8656/Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, and Conditional Use Permit (CUP) 25-002.
3. Direct the Planning Manager to file a Notice of Exemption and Notice of Determination, in accordance with the provisions of the California

Environmental Quality Act, subject to project approval.

Chairperson Fintschenko disclosed her role as Executive Director of iGate; knowledge of the applicant's technology; responsibilities representing the Tri-Valley startup ecosystem; and attendance at Pacific Fusion public outreach events.

Assistant Planner Emily LaDue presented the staff report.

Keith LeChien, Chief Technology Officer and co-founder of Pacific Fusion, explained Fusion; differences between fusion and fission; the proposed demonstration system; and community engagement.

Chairperson Fintschenko opened the public comment period.

Joe Maraspini, field representative for the NorCal Carpenters Union, Local 713, discussed the importance of hiring responsible contractors.

Sheri Souza, Livermore Valley Chamber of Commerce, indicated support for the proposed project due to job growth, tax revenues, and the opportunity to deepen Livermore's leadership in innovation, science and discovery.

Katie Marcel, CEO of Innovation Tri-Valley Leadership Group, encouraged the Commission to approve the staff recommendations due to the opportunity to advance green economy, and provide a clean power source and jobs.

Drew Felker indicated support for the project due to technology jobs and benefits.

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

Commissioner Anderson indicated the required findings could be made and expressed excitement about the project.

Commissioner Steele agreed that staff's recommendations were supported and shared enthusiasm for the project.

Commissioner Horner concurred with Commissioners Anderson and Steele; thanked Economic Development Director Brandon Cardwell; expressed excitement about the opportunity; and explained that there were no environmental concerns with the project.

Vice Chair Kronzak discussed clarifying questions which had been sufficiently answered by staff; the General Plan development process; justification for the project; support of the strategic plan; and net decrease in greenhouse gas emissions; and thanked staff for the site plan including 50% natives and pollinators.

In response to Chairperson Fintschenko, Principal Planner Ross explained the rationale for removal of the 20% cap to help provide confidence to the investment

community, which would not move forward if the project did not proceed.

Assistant Planner Emily LaDue explained the CEQA exemption from SB131.

ON THE MOTION OF COMMISSIONER ANDERSON, SECONDED BY VICE CHAIR KRONZAK AND CARRIED ON A 5-0 ROLL CALL VOTE, THE PLANNING COMMISSION ADOPTED THE FOLLOWING RESOLUTIONS:

Resolution 27-25 Recommending that the City Council find that the Pacific Fusion Project is exempt from the provisions of the California Environmental Quality Act and adopt an addendum to the 2024 SMP 39/40 Environmental Impact Report.

Resolution 28-25 Recommending that the City Council approve Planned Development Amendment (PD) 25-002, Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, Conditional Use Permit (CUP) 25-002, for the Pacific Fusion Project.

4. ADJOURNMENT – at 7:43 pm to a Regular Planning Commission Meeting on Tuesday, August 19, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

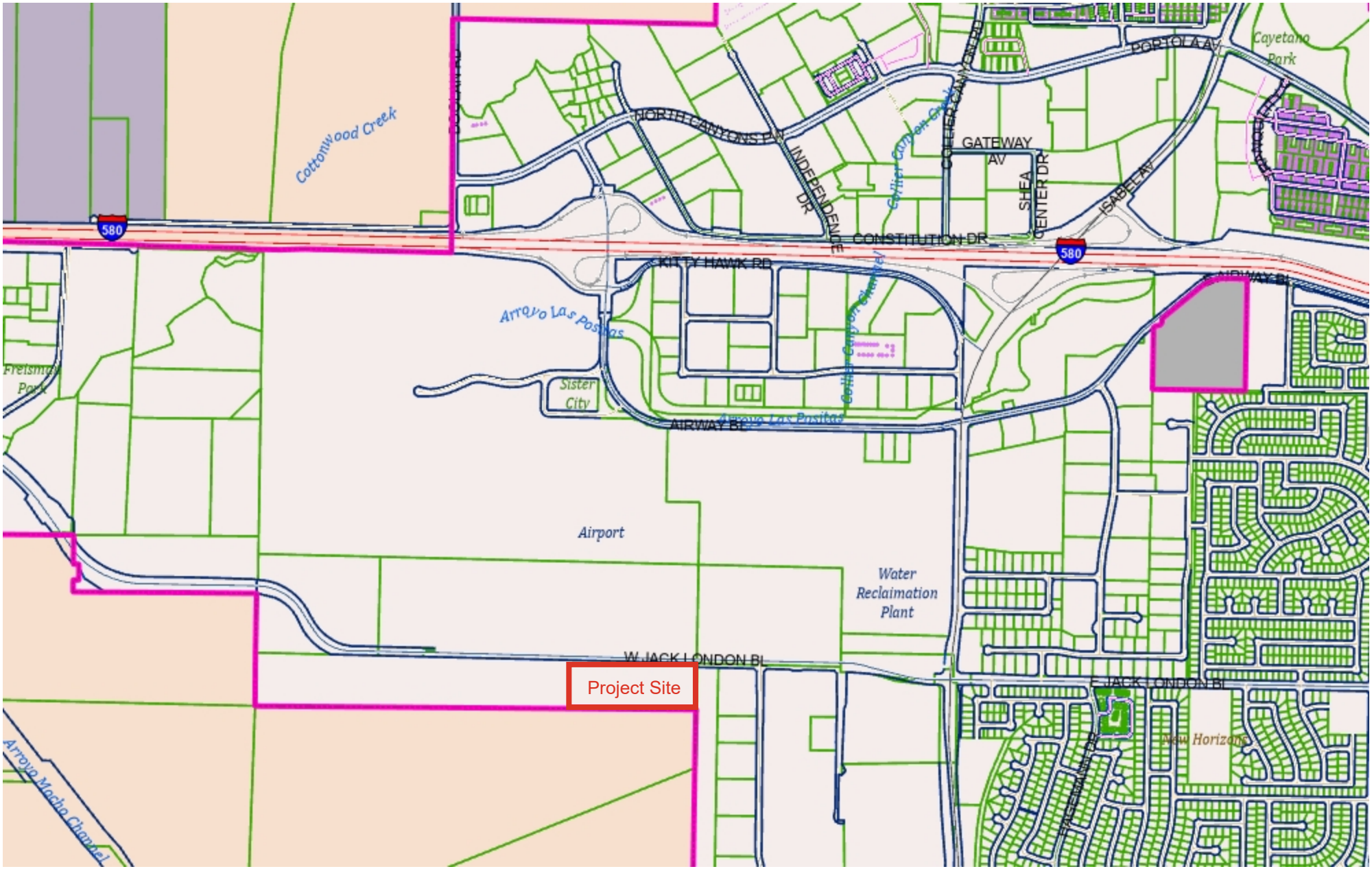
Figure 3-4
Annexation Area



LIVERMORE CALIFORNIA

City of Livermore

ATTACHMENT 4



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NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US
Livermore IT, GIS Services

1: 16,000

This map is based on City of Livermore GIS Information and reflects the most current information at the time of this printing. The map is intended for reference purposes only and the City and its staff is not responsible for errors or omissions.

Notes

W. JACK LONDON BLVD

LIVERMORE, CALIFORNIA

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DAB-A3.1 ELEVATIONS
DAB-A3.2 ELEVATIONS
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C5.1 PRELIMINARY STORM WATER QUALITY CONTROL PLAN NOTES

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LC2.1 PRELIMINARY HYDROZONE PLAN
LC2.2 PRELIMINARY IRRIGATION PLAN

VICINITY MAP



PROPERTY APPLICANT

PACIFIC FUSION
6208 STEWART BLVD
FREMONT, CA 94538
CONTACT: COURTNEY RICHARDSON

APPLICANT'S REPRESENTATIVE

HINES WEST LLC
101 CALIFORNIA STREET, SUITE 1900
SAN FRANCISCO, CA 94111
CONTACT: MARIO LIA

ARCHITECT

HPA, INC.
600 GRAND AVE, STE 302
OAKLAND, CA 94610
CONTACT: JUN LEE
PHONE: 510-390-2126

CIVIL

KIER & WRIGHT
2850 COLLIER CANYON ROAD
LIVERMORE, CA 94551
TEL: 925-245-8788
ATTN: ELIZABETH JOHNSON

LANDSCAPE

GREEN DESIGN
1464 POPINJAY DRIVE
RENO, NEVADA 89509
CONTACT: BARBARA HATCH
PHONE: 775-829-1364

ELECTRICAL

MEYERS+ ENGINEERS
98 BATTERY STREET, STE 500
SAN FRANCISCO, CA 94111
CONTACT: ANNE BILLIG
PHONE: 415-432-8142

PROJECT REPRESENTATIVES

ADDRESS OF THE PROPERTY

TBD. W JACK LONDON BOULEVARD

ZONING

PLANNED DEVELOPMENT INDUSTRIAL (PD-I 22-002)

LEGAL DESCRIPTION

SEE CIVIL PLANS

DEFERRED SUBMITTALS

-FIRE SPRINKLER

PROJECT DATA

BUILDING OCCUPANCY:	B, F-1, S-1
CONSTRUCTION TYPE:	II-B; (II-B ALT)
FIRE SPRINKLERS:	YES (ESFR)
BUILDING HEIGHT:	100' (MAX) PER CBC 503.1.1
ACTUAL STORIES:	1 STORY
ALLOWABLE STORIES:	2 STORIES
ACTUAL AREA:	225,470 S.F.
ALLOWABLE AREA (BASIC):	B = 76,000 S.F. S1= 70,000 S.F. F1= 48,000 S.F.
ACTUAL AREA INCREASED ALLOWABLE	UNLIMITED PER CBC 507.1 60' MIN. YARD OR 40' REDUCED YARD ON 4 SIDES

TABULATION

SITE AREA		
In s.f.		847,850 s.f.
In acres		14.87 ac
BUILDING AREA		
Office		35,000 s.f.
Ancillary (restrooms, breakroom, etc)		10,000 s.f.
Industrial		180,470 s.f.
TOTAL		225,470 s.f.
SITE COVERAGE (45% Max.)		
Actual		26.60%
AUTO PARKING REQUIRED		
Office: 1/300 s.f. *		117 stalls
Industrial: 1/1,200 s.f.		151 stalls
TOTAL		268 stalls
* Excludes Ancilary Spaces		
EV REQUIRED		
EV Parking (EV Capable + EVCS)		135 stalls
- EV Capable (conduits only)	[61]	
- EVCS (EV ready)	[54]	
~ Standard EVCS	51	
~ ADA EV Standard w/ EVCS (9' x 18' + 5' Aisle)	1	
~ ADA EV Van w/ EVCS (12' x 18' + 5' Aisle) EVCS	1	
~ Ambulatory (10W)	1	
AUTO PARKING PROVIDED		
Standard (9' x 18')		120 stalls
Accessible Standard (9' x 18' + 5' Aisle)		4 stalls
Accessible Van (9' x 18' + 5' Aisle)		3 stalls
EV Parking (EV Capable + EVCS)		135 stalls
- EV Capable (conduits only)	[81]	
- EVCS (EV ready)	[54]	
~ Standard EVCS	51	
~ ADA EV Standard w/ EVCS (9' x 18' + 5' Aisle)	1	
~ ADA EV Van w/ EVCS (12' x 18' + 5' Aisle) EVCS	1	
~ Ambulatory (10W)	1	
TOTAL		268 stalls
TRAILER PARKING PROVIDED		
Trailer (10' x 53')		0 stalls
BIKE RACKS REQUIRED / PROVIDED		
Long-term (5%)		14 (inside)
Short-term (5%)		14 (outside)
ZONING ORDINANCE FOR CITY		
Zoning Description - Planned Development Industrial (PD-22-001)		
MAXIMUM BUILDING HEIGHT ALLOWED		
Height - 100' Requested		
SETBACKS		
Jack London - 40'		
Rear / Side - None		

PROJECT DATA & CODE SUMMARY

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LICENSED ARCHITECT — 25845 — 3-31-27 RENEWAL DATE — STATE OF CALIFORNIA

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Project:
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Livermore, CA

Consultants:

CIVIL	KIER & WRIGHT
STRUCTURAL	-
MECHANICAL	-
PLUMBING	-
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	-
SOILS ENGINEER	-

Title: TITLE SHEET

Project Number: 25027
Drawn by: KT
Date: 06/13/2025

Revision:

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2ND SUBMITTAL	05/12/25
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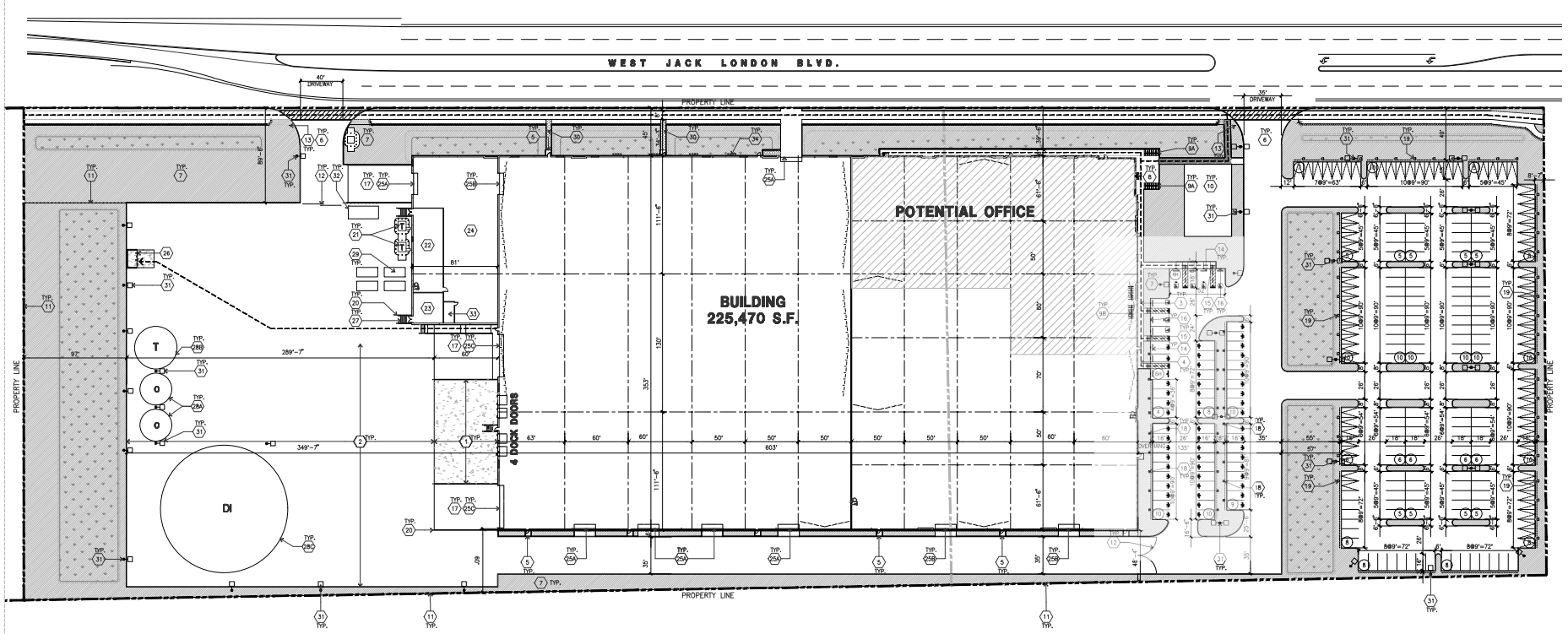

OVERALL SITE PLAN (A) scale: 1" = 40'-0"

SCALE: 1" = 40'-0" (0, 40', 80', 120') TRUE NORTH

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONCRETE PAVEMENT.
2. ASPHALT CONCRETE (AC) PAVING
3. ACCESSIBLE PATH OF TRAVEL
4. CONCRETE WALKWAY, MEDIUM BROOM FINISH.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH SLOPE TO BE 1/4" : 12" MAX
6. DRIVEWAY APRONS
7. LANDSCAPE.
8. HARDSCAPE AT ENTRANCE.
9A. SHORT TERM BIKE RACK.
9B. LONG TERM BIKE RACK.
10. OUTDOOR BREAK AREA.
11. 8'H WROUGHT IRON FENCE.
12. 8'H METAL GATE.
13. ACCESSIBLE ENTRY SIGN.
14. PRE-CAST CONC. WHEEL STOP.
15. TRUNCATED DOMES.
16. ACCESSIBLE PARKING STALL SIGN.
17. CONCRETE RAMP WITH CONCRETE GUARD WALL.
18. ELECTRIC VEHICLE CHARGER.
19. CONC PAD AND CONDUIT FOR FUTURE EV CHARGER
20. CONC. FILLED GUARD POST 6" DIA, U.N.O. 48" H.
21. APPROXIMATE LOCATION OF TRANSFORMER.
22. ELECTRICAL ROOM.
23. FIRE PUMP ROOM.
24. UTILITY ROOM
25A. 20' x 20' DRIVE-IN DOOR
25B. 20' x 15' DRIVE-IN DOOR
25C. 40' x 30' DRIVE-IN DOOR
26. TRASH ENCLOSURE.
27. EXTERIOR METAL STAIR.
28A. OIL: MVOLT STORAGE TANK – 15'H, 30' DIAMETER
28B. OIL TANK – 30'H, 40' DIAMETER
28C. DEIONIZED WATER STORAGE TANK – 26'H, 120' DIAMETER
29. 9'X9'X20' CONTAINERS
30. DECOMPOSED GRANITE
31. APPROXIMATE LIGHT POLE LOCATION. SEE "E" DWGS.
32. APPROXIMATE LOCATION OF GENERATOR
33. MPOE ROOM
34. VINES TRAINED TO TRELLIS ALONG BUILDING FACADE

SITE PLAN GENERAL NOTES

1. THE SITE PLAN BASED ON THE SOILS REPORT PREPARED BY
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES
5. PROVIDE STRUCTURAL CALCULATION AND CONSTRUCTION ANCHORAGE DETAIL FOR TRANSFORMER PRIOR TO INSTALLATION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C" DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH
11. U.N.O. PROVIDE KNOX BOXES AT ALL OFFICE ENTRANCES.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. ON-SITE FIRE MAIN, FIRE SPRINKLER, AND SPRINKLER MONITORING SYSTEM SHALL BE SUBMITTED SEPARATELY TO THE FIRE DEPARTMENT FOR REVIEW AND PERMITTING.
14. ALL VERTICAL MOUNTING POLES OF FENCING SHALL BE CAPPED.
15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
16. ALL INTERIOR AND EXTERIOR WALK SURFACES TO BE NON-SLIP TYPE

SITE PLAN GENERAL NOTES

- CONCRETE PAVING. SEE "C" DRWGS. FOR THICKNESS
- STANDARD PARKING STALL 8.5' X 18' (16' WITH 2' OVERHANG)
- STANDARD PARKING STALL W/ EVCS INSTALLED
- STANDARD PARKING STALL W/ CONDUITS ONLY
- TRAILER PARKING (10' X 53')
- LANDSCAPED AREA
- NON-ACCESSIBLE PATH
- 3-HR RATED WALL
- COMPACT PARKING STALL 8' X 15' (13' WITH 2' OVERHANG)
- ACCESSIBLE PARKING STALL (9' X 18') ACCESSIBLE AISLE
- ACCESSIBLE PARKING (VAN) STALL (12' X 18') + 5' W/ ACCESSIBLE AISLE
- PATH OF TRAVEL. MINIMUM WIDTH TO BE 4', SLOPE NOT TO EXCEED 5% IN THE DIRECTION OF TRAVEL AND CROSS SLOPE NOT TO EXCEED 2%. SEE CIVIL FOR GRADING PLAN

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LICENSED ARCHITECT C-25451 3-31-27 RENEWAL DATE STATE OF CALIFORNIA

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Consultants:

CIVIL	KIER & WRIGHT
STRUCTURAL	-
MECHANICAL	-
PLUMBING	-
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	-
SOILS ENGINEER	-

Title: OVERALL SITE PLAN

Project Number:	25027
Drawn by:	KT
Date:	06/13/2025

Revision:

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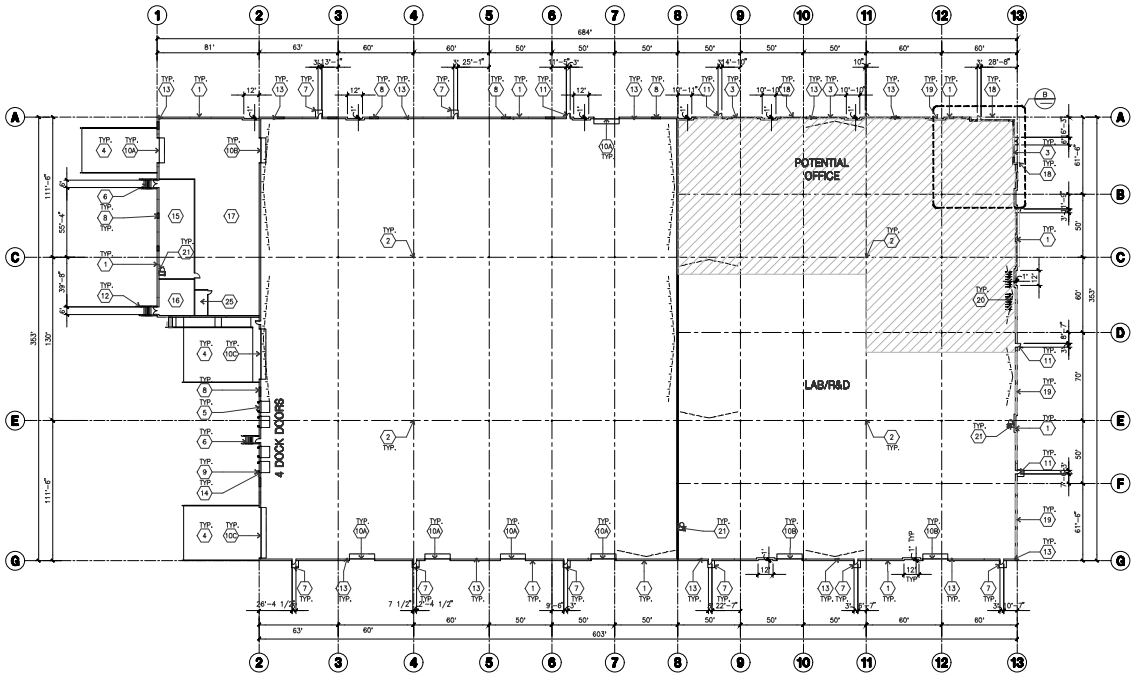
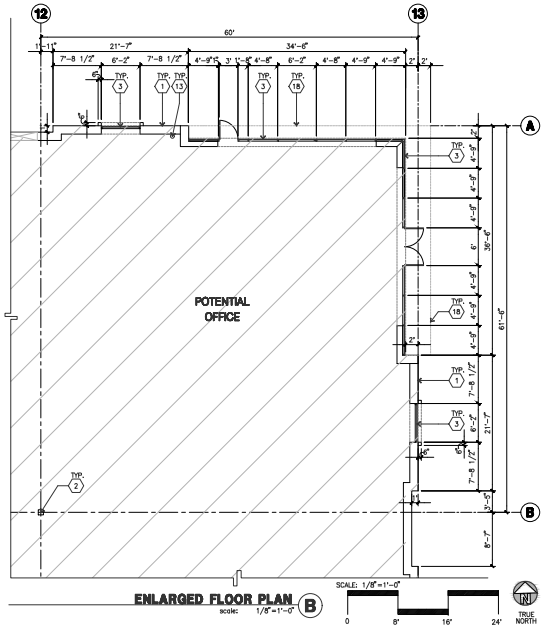


OVERALL FLOOR PLAN (A)
scale: 1" = 40'-0"

SCALE: 1" = 40'-0"
0 40' 80' 120'
TRUE NORTH



ENLARGED FLOOR PLAN (B)
scale: 1/8"=1'-0"

SCALE: 1/8"=1'-0"
0 8' 16' 24'
TRUE NORTH

GENERAL NOTES - FLOOR PLAN

1. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.
2. SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
3. INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL CYP. BD. WALLS IN WAREHOUSE TO RECEIVE 1 COAT OF WHITE TO COVER.
4. THE BUILDING FLOOR SLAB IS FLAT. SEE CIVIL.
5. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS. SEE "C" DRAWINGS FOR POUR STRIP LOCATION.
6. PROVIDE 6" DIA. CONCRETE BOLLARD AT ALL FIRE RISER AND UNPROTECTED INTERIOR ROOF DRAIN.
7. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GRIDLINE, OR FACE OF STUD U.N.O.
8. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS.
9. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET A5.1. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.
10. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DIAPERED INCLUDING CARS AND TRUCKS.
11. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN HARDWARE.
12. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
13. PROVIDE FIRE EXTINGUISHERS AT LOCATIONS DETERMINED BY FIRE DEPARTMENT.
14. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.
15. AFFIX AN INTERNATIONAL ACCESSIBILITY SYMBOL ON ALL ACCESSIBLE ENTRANCES PER CBC 11B-216.6
16. ALL INTERIOR AND EXTERIOR WALKING SURFACES TO BE NON-SLIP TYPE

KEYNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL.
2. STRUCTURAL STEEL COLUMN.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE ENLARGED PLANS AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42" HIGH CONC TILT-UP GUARD WALL OR BUILDING WALL ON BOTH SIDES OF RAMP.
5. 9' X 10' DOCK DOOR, SECTIONAL O.H., STANDARD GRADE. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
6. EXTERIOR METAL STAIR.
7. 5'-6"x5'-6"x4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX.
8. METAL LOUVER.
9. DOCK DOOR BUMPER.
10A. 20' X 20' DRIVE THRU SECTIONAL O.H., STANDARD GRADE. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
10B. 12' X 14' DRIVE THRU SECTIONAL O.H., STANDARD GRADE. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
10C. 40' X 30' DRIVE THRU SECTIONAL O.H., STANDARD GRADE. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
11. 1" X 7" HOLLOW METAL EXTERIOR MAN DOOR. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
12. CONC. FILLED GUARD POST. 6" DIA. U.N.O.. 48"H.
13. INTERIOR ROOF DRAIN & OVERFLOW SCUPPERS.
14. Z GUARD.
15. ELECTRICAL ROOM.
16. FIRE PUMP ROOM
17. UTILITY ROOM
18. METAL CANOPY ABOVE.
19. KNOCK OUT PANEL
20. BIKE RACK
21. ROOF ACCESS LADDER.
22. MPOE ROOM

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LICENSED ARCHITECT — 28945 — 3-31-27 RENEWAL DATE — STATE OF CALIFORNIA

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Livermore, CA

Consultants:

CIVIL	KIER & WRIGHT
STRUCTURAL	-
MECHANICAL	-
PLUMBING	-
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	-
SOILS ENGINEER	-

Title: OVERALL FLOOR PLAN

Project Number:	25027
Drawn by:	KT
Date:	06/13/2025

Revision:

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Sheet:
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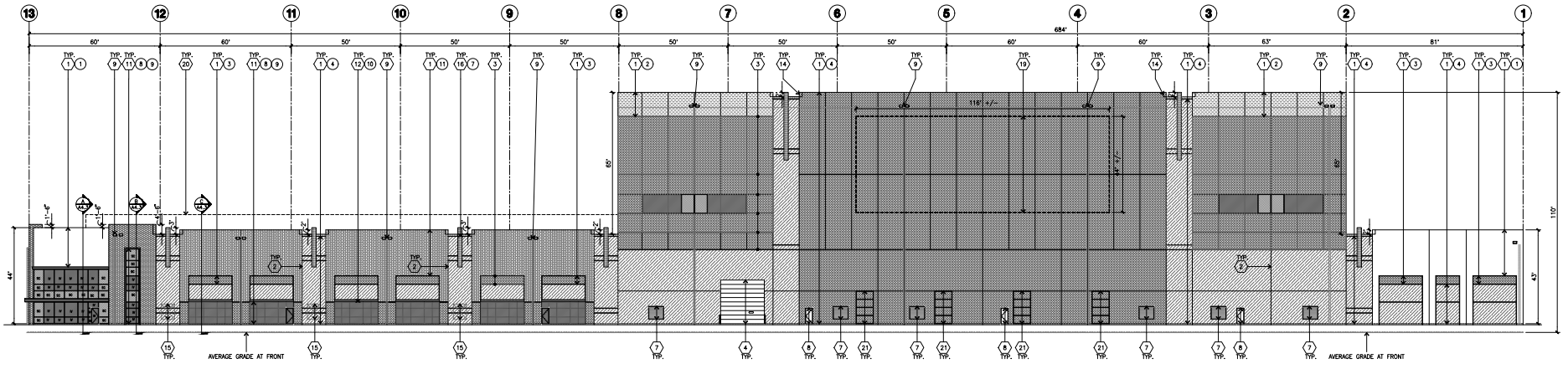
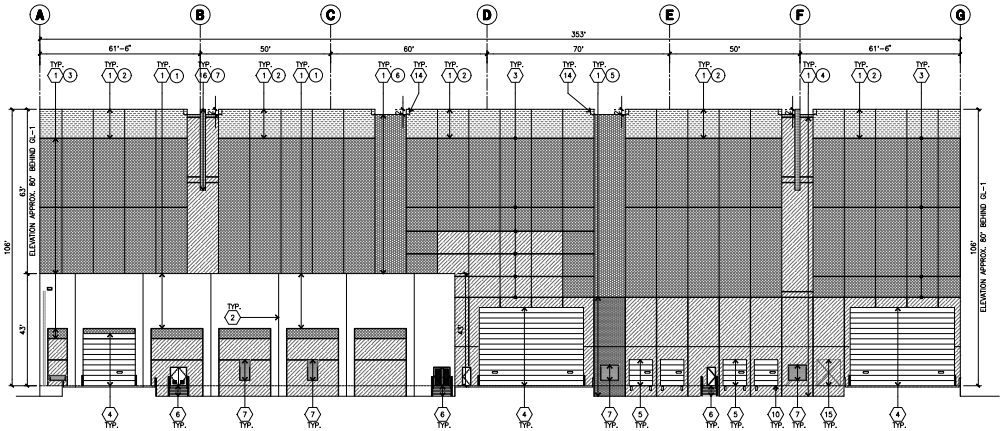
ATTACHMENT 5



NORTH ELEVATION (A) scale: 1" = 20'-0"

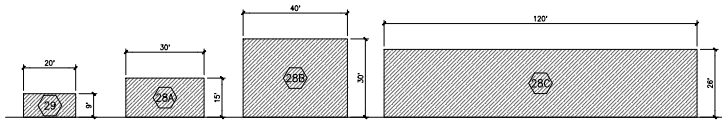


WEST ELEVATION (B) scale: 1" = 20'-0"

DIAGRAM KEYNOTES

- 28A OIL: MIVOLT STORAGE TANK, 15' TALL, 30' DIAMETER
- 28B OIL TANK, 30' TALL, 40' DIAMETER
- 28C DEIONIZED WATER STORAGE TANK, 26' TALL, 120' DIAMETER
- 29 9'X9'X20' CONTAINERS

*NOTE: IN REFERENCE TO "SITE PLAN KEYNOTES"/DAB-A1.1. SEE A/DAB-A1.1 FOR LOCATION+ PAINT TANKS TO MATCH BLDG, SEE COLOR LEGEND



MASSING SIZE COMPARISON DIAGRAM - SECTION (C) scale: 1" = 20'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE EXTERIOR GRADE IS HIGHER THAN FINISH FLOOR AND EXPOSED TO THE WEATHER. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN.
2. PANEL JOINT.
3. PANEL REVEAL - ALL REVEALS TO HAVE A MAX. OF 3/4" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR, U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
6. EXTERIOR METAL STEEL STAIR.
7. METAL LOUVER. PAINT TO MATCH BUILDING COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. INTERIOR ROOF DRAIN AND OVERFLOW SCUPPER.
10. DOCK BUMPER.
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING.
12. METAL CANOPY
13. FUTURE ROOF EQUIPMENT
14. PARAPET RETURN
15. KNOCK OUT PANEL
16. ALUMINUM DECORATIVE FEATURE
17. EXTERIOR ROOF LADDER
18. METAL PANEL
19. LOCATION OF ART TO BE DESIGNED BY OTHERS.
20. PROPOSED ROOFTOP SCREEN BEHIND. COLOR TO MATCH BUILDING WALL.
21. VINES TRAINED TO TRELLIS ALONG BUILDING FACADE

GENERAL NOTES - ELEVATIONS

1. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
2. ALL PAINT FINISHES ARE TO BE SLAT UNLESS NOTED OTHERWISE.
3. T.O.P. EL.= TOP OF PARAPET ELEVATION.
4. F.F.= FINISH FLOOR ELEVATION.
5. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST – MPH. EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
6. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
7. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
8. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH. PROVIDE 1" DIAMETER HOLES AT CONCRETE WALL.
9. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
10. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON
11. ALL ROLL-UP DOORS AND SERVICE DOORS TO BE PAINTED TO MATCH BUILDING COLOR
12. WHERE GLAZING CROSSES THE PANEL JOINT AND A SINGLE MULLION SHALL BE PROVIDED, DOUBLE MULLIONS ARE NOT AN ACCEPTABLE ALTERNATE.

ELEVATION COLOR LEGEND/SCHED.

1. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : SW 9166 DRIFT OF MIST
2. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : SW 7064 PASSIVE
2A. METAL PANEL. COLOR TO MATCH SW 7064 PASSIVE
3. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : SW 7066 GRAY MATTERS
3A. METAL PANEL. COLOR TO MATCH SW 7066 GRAY MATTERS
4. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : SW 7067 CITY SCAPE
4A. METAL PANEL. COLOR TO MATCH SW 7067 CITY SCAPE
5. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : SW 7674 PEPPERCORN
6. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : PANTONE 2728 C
7. METAL PANEL : CLEAR ANODIZED ALUMINUM
8. MULLIONS COLOR : CLEAR ANODIZED ALUMINUM
9. GLAZING COLOR : BLUE GLAZING
10. CANOPY MATERIAL : SW 7067 CITY SCAPE
11. CONCRETE VERTICAL FORMLINER. COLOR: SW 9166 DRIFT OF MIST

GLAZING LEGEND

NOTE: ALL EXTERIOR AND INTERIOR GLAZING SHALL BE TEMPERED.

IV INSULATED VISION GLASS

SPANDREL GLASS WITH CONCRETE BEHIND

V SINGLE LITE VISION GLASS

IV : INSULATED VISION GLASS
1/4" VISTACOOL PACIFICA + 1/4" SOLARBAN 60 CLEAR
1" INSULATED GLASS UNIT WITH 1/2" AIRSPACE AND 1/4" LITES
U: 0.27 SHGC: 0.21 VLT: 26%
MINIMUM VT TO BE 0.42 PER 2016 CEC TABLE 140.3-B

SC : SPANDREL WITH CONCRETE BEHIND
1/4" VISTACOOL PACIFICA WITH WARM GRAY OPACICOAT PAINTED ON REFLECTIVE. INSTALLED ON CONCRETE.

V : VISION GLASS
1/4" VISTACOOL PACIFICA

MULLIONS : CLEAR ANODIZED.

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LICENSED ARCHITECT C-29451 3-31-27 RENEWAL DATE STATE OF CALIFORNIA

Owner:

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STRUCTURAL	-
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PLUMBING	-
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	-
SOILS ENGINEER	-

Title: ELEVATIONS

Project Number:	25027
Drawn by:	KT
Date:	06/13/2025

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2ND SUBMITTAL	05/12/25
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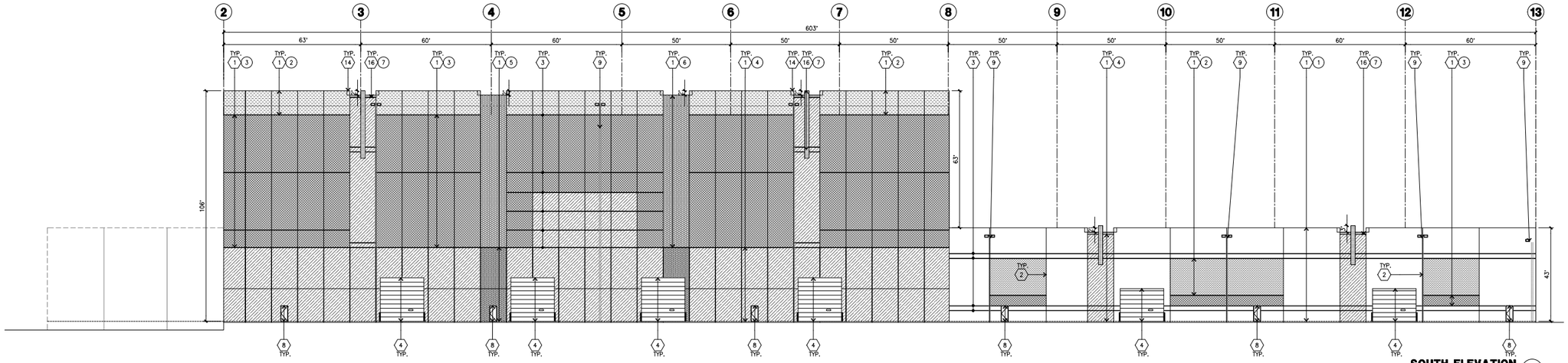
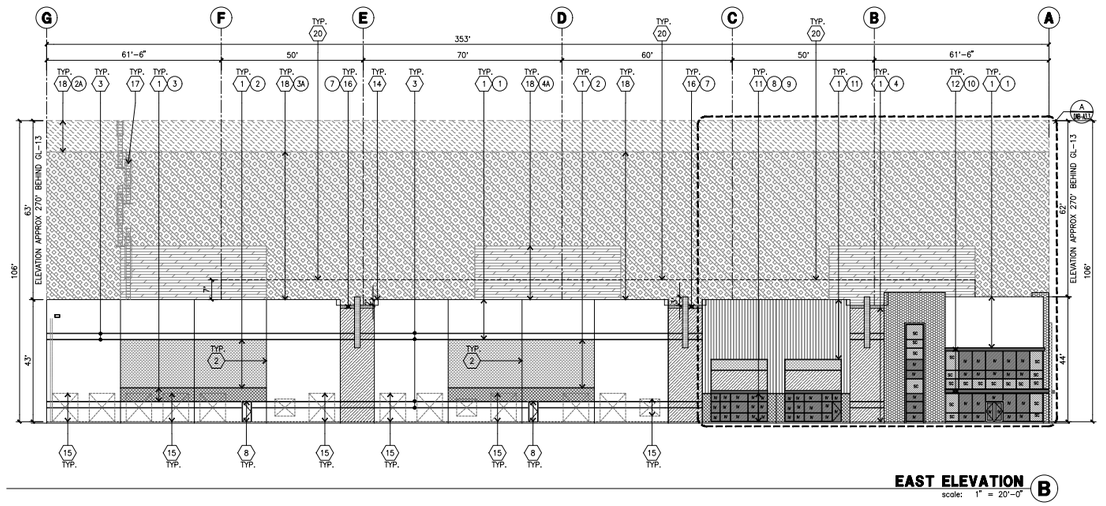




KEYNOTES - ELEVATIONS

1. CONCRETE PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE EXTERIOR GRADE IS HIGHER THAN FINISH FLOOR AND EXPOSED TO THE WEATHER. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
6. EXTERIOR METAL STEEL STAIR.
7. METAL LOUVER. PAINT TO MATCH BUILDING COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. INTERIOR ROOF DRAIN AND OVERFLOW SCUPPER.
10. DOCK BUMPER.
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING.
12. METAL CANOPY
13. FUTURE ROOF EQUIPMENT
14. PARAPET RETURN
15. KNOCK OUT PANEL
16. ALUMINUM DECORATIVE FEATURE
17. EXTERIOR ROOF LADDER
18. METAL PANEL
19. LOCATION OF ART TO BE DESIGNED BY OTHERS.
20. PROPOSED ROOFTOP SCREEN BEHIND. COLOR TO MATCH BUILDING WALL.
21. VINES TRAINED TO TRELLIS ALONG BUILDING FACADE

GENERAL NOTES - ELEVATIONS

1. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
2. ALL PAINT FINISHES ARE TO BE SLAT UNLESS NOTED OTHERWISE.
3. T.O.P. EL.= TOP OF PARAPET ELEVATION.
4. F.F.= FINISH FLOOR ELEVATION.
5. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST – MPH. EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
6. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
7. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
8. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH. PROVIDE 1" DIAMETER HOLES AT CONCRETE WALL.
9. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
10. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON
11. ALL ROLL-UP DOORS AND SERVICE DOORS TO BE PAINTED TO MATCH BUILDING COLOR
12. WHERE GLAZING CROSSES THE PANEL JOINT AND A SINGLE MULLION SHALL BE PROVIDED, DOUBLE MULLIONS ARE NOT AN ACCEPTABLE ALTERNATE.

ELEVATION COLOR LEGEND/SCHED.

1. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : SW 9166 DRIFT OF MIST
2. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : SW 7064 PASSIVE
2A. METAL PANEL. COLOR TO MATCH SW 7064 PASSIVE
3. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : SW 7066 GRAY MATTERS
3A. METAL PANEL. COLOR TO MATCH SW 7066 GRAY MATTERS
4. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : SW 7067 CITY SCAPE
4A. METAL PANEL. COLOR TO MATCH SW 7067 CITY SCAPE
5. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : SW 7674 PEPPERCORN
6. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : PANTONE 2728 C
7. METAL PANEL : CLEAR ANODIZED ALUMINUM
8. MULLIONS COLOR : CLEAR ANODIZED ALUMINUM
9. GLAZING COLOR : BLUE GLAZING
10. CANOPY MATERIAL : SW 7067 CITY SCAPE
11. CONCRETE VERTICAL FORMLINER. COLOR: SW 9166 DRIFT OF MIST

GLAZING LEGEND

NOTE: ALL EXTERIOR AND INTERIOR GLAZING SHALL BE TEMPERED.

IV INSULATED VISION GLASS

SC SPANDREL GLASS WITH CONCRETE BEHIND

V SINGLE LITE VISION GLASS

IV : INSULATED VISION GLASS
1/4" VISTACOOL PACIFICA + 1/4" SOLARBAN 60 CLEAR
1" INSULATED GLASS UNIT WITH 1/2" AIRSPACE AND 1/4" LITES
U: 0.27 SHGC: 0.21 VLT: 26%
MINIMUM VT TO BE 0.42 PER 2016 CEC TABLE 140.3-B

SC : SPANDREL WITH CONCRETE BEHIND
1/4" VISTACOOL PACIFICA WITH WARM GRAY OPACICOAT PAINTED ON REFLECTIVE. INSTALLED ON CONCRETE.

V : VISION GLASS
1/4" VISTACOOL PACIFICA

MULLIONS : CLEAR ANODIZED.

hpa, inc.
600 grand avenue, - ste. #302
oakland, ca
94610
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

LICENSED ARCHITECT
C-28451
3-31-27
RENEWAL DATE
STATE OF CALIFORNIA

Owner:

PACIFIC FUSION

Pacific Fusion
6082 Stewart Blvd
Fremont, CA 94538
ATTN: Courtney Richardson

Project:

W. Jack London Blvd.

Livermore, CA

Consultants:

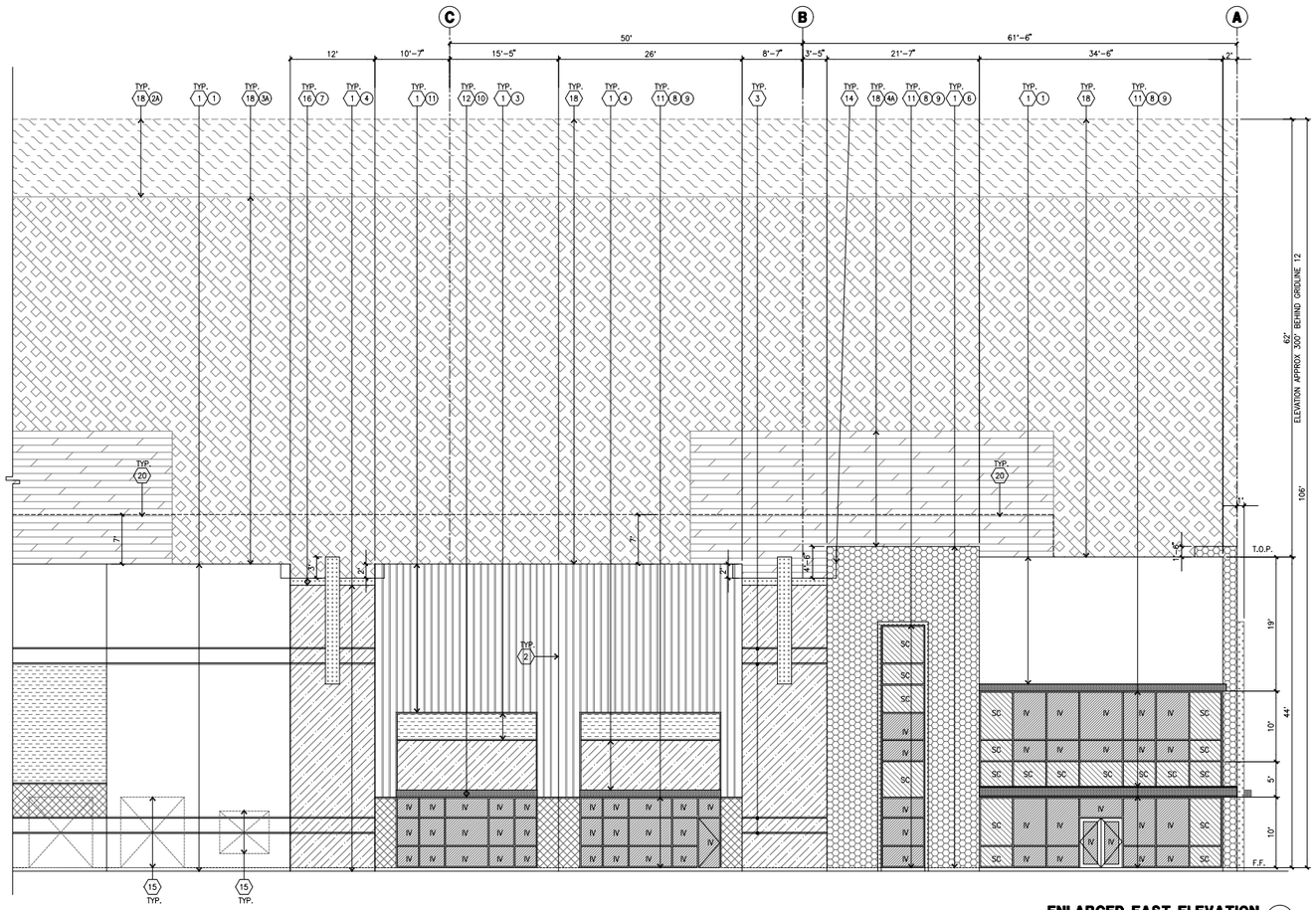
CIVIL	KIER & WRIGHT
STRUCTURAL	-
MECHANICAL	-
PLUMBING	-
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	-
SOILS ENGINEER	-

Title: ELEVATIONS

Project Number:	25027
Drawn by:	KT
Date:	06/13/2025
Revision:	
1ST SUBMITTAL	04/23/25
2ND SUBMITTAL	05/12/25
3RD SUBMITTAL	06/13/25
4TH SUBMITTAL	07/31/25

Sheet:

DAB-A3.2



ENLARGED EAST ELEVATION (A)
scale: 1" = 20'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE PANEL(PAINTED). FINISH GRADE VARIES - SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE EXTERIOR GRADE IS HIGHER THAN FINISH FLOOR AND EXPOSED TO THE WEATHER. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
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7. METAL LOUVER. PAINT TO MATCH BUILDING COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. INTERIOR ROOF DRAIN AND OVERFLOW SCUPPER.
10. DOCK BUMPER.
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING.
12. METAL CANOPY
13. FUTURE ROOF EQUIPMENT
14. PARAPET RETURN
15. KNOCK OUT PANEL
16. ALUMINUM DECORATIVE FEATURE
17. EXTERIOR ROOF LADDER
18. METAL PANEL
19. LOCATION OF ART TO BE DESIGNED BY OTHERS.
20. PROPOSED ROOFTOP SCREEN BEHIND. COLOR TO MATCH BUILDING WALL.
21. VINES TRAINED TO TRELLIS ALONG BUILDING FACADE

GENERAL NOTES - ELEVATIONS

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3. T.O.P. EL.= TOP OF PARAPET ELEVATION.
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7. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
8. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH. PROVIDE 1" DIAMETER HOLES AT CONCRETE WALL.
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ELEVATION COLOR LEGEND/SCHED.

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2. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : SW 7064 PASSIVE
2A. METAL PANEL. COLOR TO MATCH SW 7064 PASSIVE
3. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : SW 7066 GRAY MATTERS
3A. METAL PANEL. COLOR TO MATCH SW 7066 GRAY MATTERS
4. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : SW 7067 CITY SCAPE
4A. METAL PANEL. COLOR TO MATCH SW 7067 CITY SCAPE
5. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : SW 7674 PEPPERCORN
6. CONCRETE TILT-UP OR PRECAST PANEL. COLOR : PANTONE 2728 C
7. METAL PANEL : CLEAR ANODIZED ALUMINUM
8. MULLIONS COLOR : CLEAR ANODIZED ALUMINUM
9. GLAZING COLOR : BLUE GLAZING
10. CANOPY MATERIAL : SW 7067 CITY SCAPE
11. CONCRETE VERTICAL FORMLINER. COLOR: SW 9166 DRIFT OF MIST

GLAZING LEGEND

NOTE: ALL EXTERIOR AND INTERIOR GLAZING SHALL BE TEMPERED.

IV — INSULATED VISION GLASS
SC — SPANDREL GLASS WITH CONCRETE BEHIND
V — SINGLE LITE VISION GLASS

IV : INSULATED VISION GLASS
1/4" VISTACOOL PACIFICA + 1/4" SOLARBAN 60 CLEAR
1" INSULATED GLASS UNIT WITH 1/2" AIRSPACE AND 1/4" LITES
Ui: 0.27 SHGC: 0.21 VLT: 28%
MINIMUM VT TO BE 0.42 PER 2016 CEC TABLE 140.3-B

SC : SPANDREL WITH CONCRETE BEHIND
1/4" VISTACOOL PACIFICA WITH WARM GRAY OPACICOAT PAINTED ON REFLECTIVE. INSTALLED ON CONCRETE.

V : VISION GLASS
1/4" VISTACOOL PACIFICA

MULLIONS : CLEAR ANODIZED.

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LICENSED ARCHITECT — DENNIS D. KAM — C-28451 — 3-31-27 RENEWAL DATE — STATE OF CALIFORNIA

Owner:
PACIFIC FUSION
Pacific Fusion
6082 Stewart Blvd
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ATTN: Courtney Richardson

Project:
W. Jack London Blvd.
Livermore, CA

Consultants:

CIVIL	KIER & WRIGHT
STRUCTURAL	-
MECHANICAL	-
PLUMBING	-
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	-
SOILS ENGINEER	-

Title: ELEVATIONS

Project Number:	25027
Drawn by:	KT
Date:	06/13/2025

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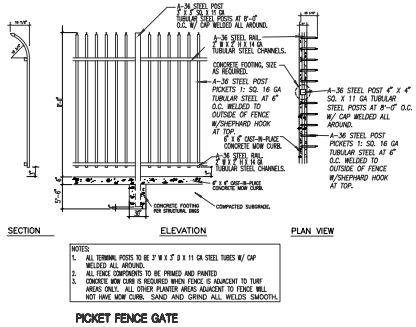
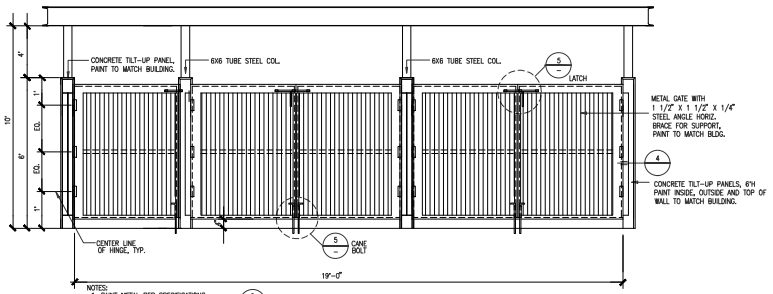
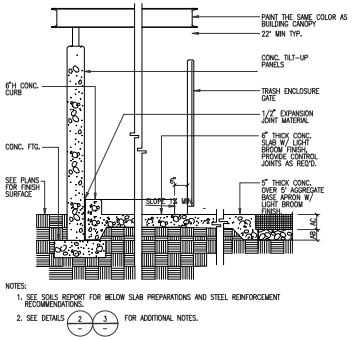


PICKET FENCE GATE

METAL FENCE DETAIL
SCALE: N.T.S
7



TRASH ENCLOSURE GATE ELEVATION
SCALE: 1/2" = 1'-0"
A105028
3



TRASH ENCLOSURE SECTION
SCALE: 1/2" = 1'-0"
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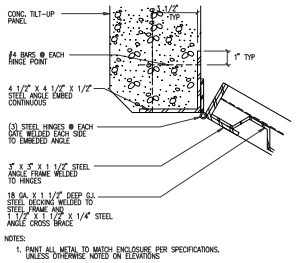
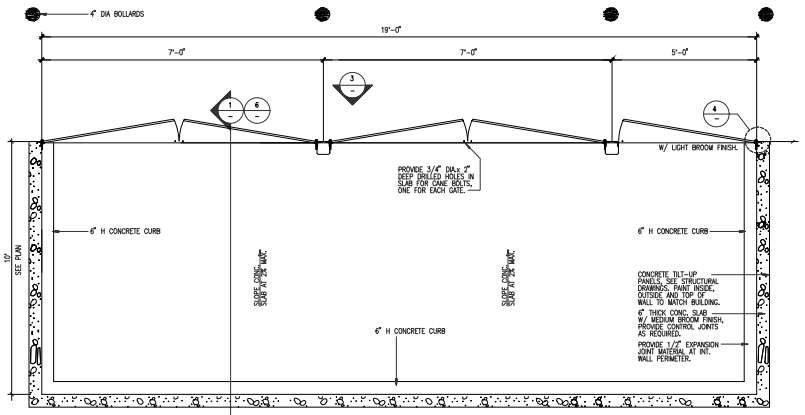
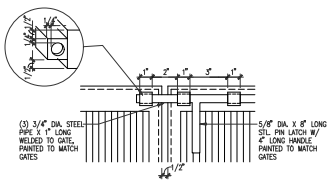


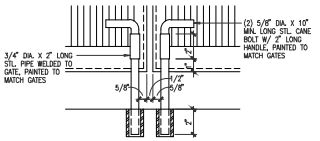
TRASH ENCLOSURE GATE & HINGE
SCALE: 3"=1'-0"
10506C
4



TRASH ENCLOSURE PLAN
SCALE: NTS
TEMP502A
2

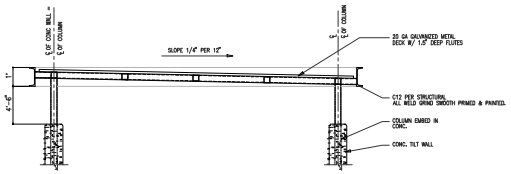


LATCH DETAIL

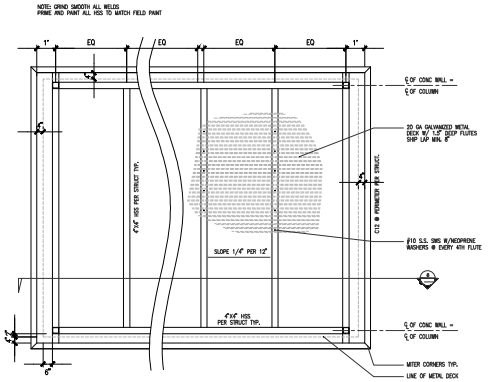


CANE BOLT DETAIL

TRASH ENCLOSURE GATE LATCHES
SCALE: 3" = 1'-0"
DEX-0003
5



TRASH ENCLOSURE/OUTDOOR STORAGE CANOPY DETAIL
SCALE: 1/2" = 1'-0"
DEX-0003
6



TRASH ENCLOSURE ROOF PLAN
SCALE: 3/8" = 1'-0"
TEMP502A
2A

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oakland, ca
94610
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com
LICENSED ARCHITECT
JOHN P. ANTHONY
C-26485
3-31-27
RENEWAL DATE
STATE OF CALIFORNIA

PACIFIC FUSION
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Project:
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Consultants:

CIVIL	KIER & WRIGHT
STRUCTURAL	-
MECHANICAL	-
PLUMBING	-
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	-
SOILS ENGINEER	-

Title: DETAILS

Project Number: 25027
Drawn by: KT
Date: 06/13/2025

Revision:

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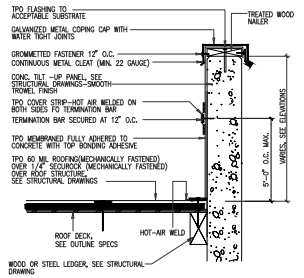
2ND SUBMITTAL	05/12/25
3RD SUBMITTAL	06/13/25
4TH SUBMITTAL	07/31/25

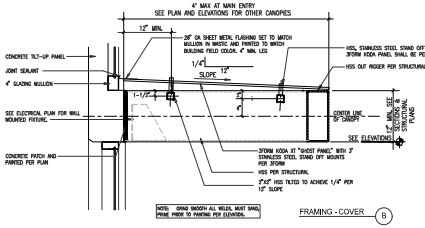
Sheet:
DAB-A4.1



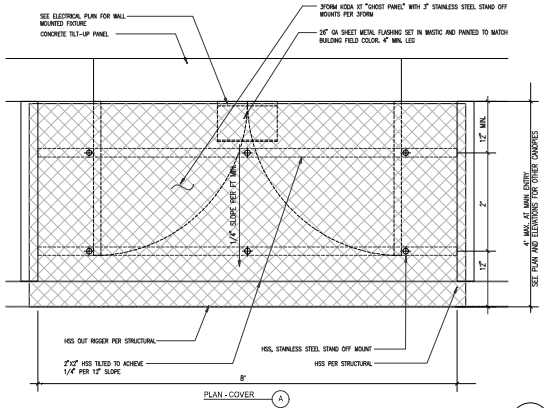
1. CONC. SEALER OR PAINT SHALL BE APPLIED TO TOP AND INSIDE FACE OF PARAPET WALL ABOVE RECLET.
2. PROVIDE PER JM TPO 60MIL MECHANICALLY FATENED INSTALLATION GUIDE AND SPECIFICATION

PARAPET FLASHING 9

SCALE: N.T.S. 20201A



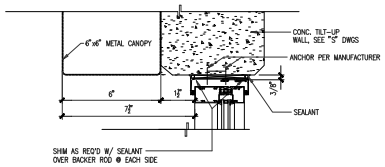
FRAMING - COVER (B)



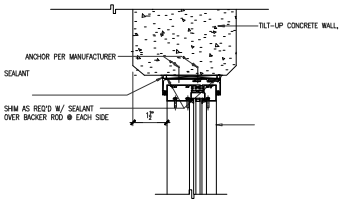
PLAN - COVER (A)

MAIN ENTRY CANOPY COVER DETAIL 2

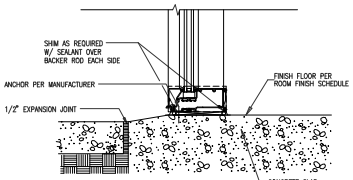
SCALE: NTS



HEAD/SILL @ OPENING



JAMB @ OPENING

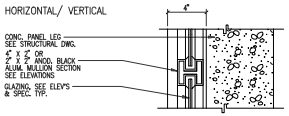


SILL

NOTES:
1. SEE SECTION 2403 OF C.B.C. FOR MINIMUM FRAME LAP OVER GLASS EDGE, MINIMUM GLASS EDGE CLEARANCE, AND REQUIRED GLASS SUPPORTS.
2. SLOPE CONCRETE WALK AT EXTERIOR AWAY FROM BUILDING AT MAX. 2%
3. SILL FURRING DOES NOT OCCUR @ ALL STOREFRONT LOCATIONS – SEE FLOOR PLAN

STORE FRONT 5

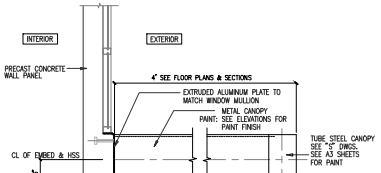
SCALE: 3"=1'-0" DFP-036B



NOTES:
1. SEE SECTION 2406 OF THE C.B.C. FOR MINIMUM FRAME LAP OVER GLASS EDGE, MINIMUM GLASS CLEARANCE AND REQUIRED GLASS SUPPORTS.
2. SEE EXTERIOR ELEVATIONS AND FLOOR PLANS FOR LOCATION
3. PROVIDE VENTILATION HOLE BEHIND SPANDREL GLAZING, SAC AND PATCH AROUND HOLE.

RIBBON WINDOW MULLION 8

SCALE: 3"=1'-0" 30223

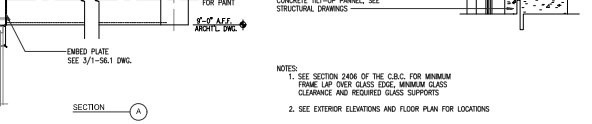


SECTION (A)

NOTE:
-GRIND SMOOTH ALL WELDS, SMOOTH FINISH, PRIME AND PAINT
-SEE STRUCTURAL DWG. FOR OTHER INFORMATION

CANOPY DETAIL 3

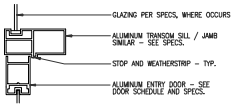
SCALE: 3"=1'-0" 30224

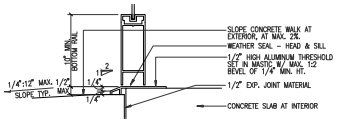


NOTES:
1. SEE SECTION 2406 OF THE C.B.C. FOR MINIMUM FRAME LAP OVER GLASS EDGE, MINIMUM GLASS CLEARANCE AND REQUIRED GLASS SUPPORTS
2. SEE EXTERIOR ELEVATIONS AND FLOOR PLAN FOR LOCATIONS

GLAZING OVER CONCRETE PANEL 6

SCALE: 3" = 1'-0" 30229

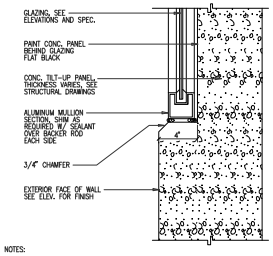




NOTES:
1. SEE SECTION 2406 OF C.B.C. FOR MINIMUM FRAME LAP OVER GLASS EDGE, MINIMUM GLASS EDGE CLEARANCE, AND REQUIRED GLASS SUPPORTS.

ENTRY DOOR SILL/ HEAD / JAMB 4

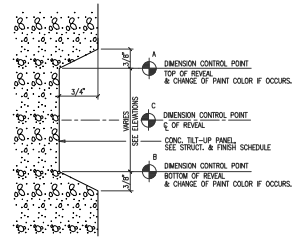
SCALE: 3"=1'-0" 30209A



NOTES:
1. SEE SECTION 2406 OF THE C.B.C. FOR MINIMUM FRAME LAP OVER GLASS EDGE, MINIMUM GLASS CLEARANCE AND REQUIRED GLASS SUPPORTS.
2. SEE EXTERIOR ELEVATIONS AND FLOOR PLAN FOR LOCATION.

RIBBON WINDOW SILL, HEAD & JAMB 7

SCALE: 3"=1'-0" 30224



NOTES:
1. DIMENSION CONTROL POINTS AT REVEALS AND EDGE OF CONCRETE OPENINGS WHERE OCCUR, SEE WALL SECTIONS.
2. PAINT COLOR CHANGES TO ALWAYS OCCUR AT CONTROL POINT "A" OR "B"

CONCRETE REVEAL 11

SCALE: FULL SIZE 30102C

HPA architecture
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94610
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fax: 949•863•0851
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LICENSED ARCHITECT C-25940 3-31-27 RENEWAL DATE STATE OF CALIFORNIA

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ATTN: Courtney Richardson

Project:
W. Jack London Blvd.

Livermore, CA

Consultants:

CIVIL	KIER & WRIGHT
STRUCTURAL	-
MECHANICAL	-
PLUMBING	-
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	-
SOILS ENGINEER	-

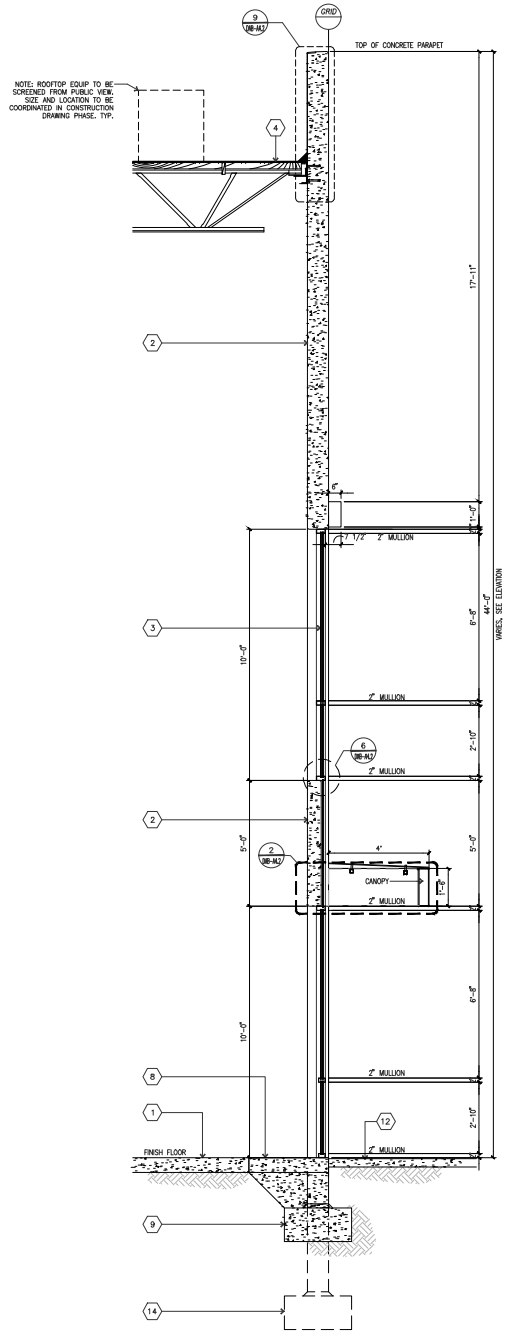
Title: DETAILS

Project Number:	25027
Drawn by:	KT
Date:	06/13/2025

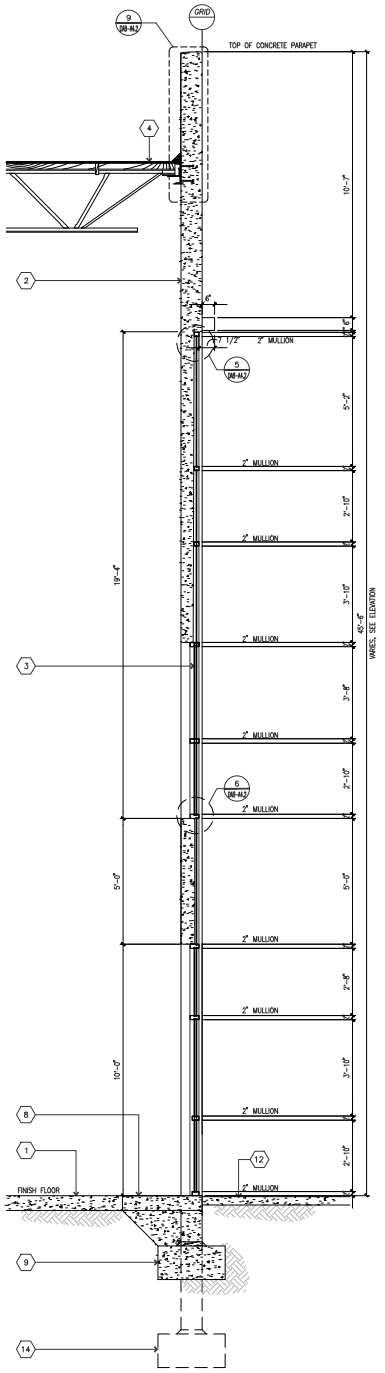
Revision:

1ST SUBMITTAL	04/23/25
2ND SUBMITTAL	05/12/25
3RD SUBMITTAL	06/13/25
4TH SUBMITTAL	07/31/25

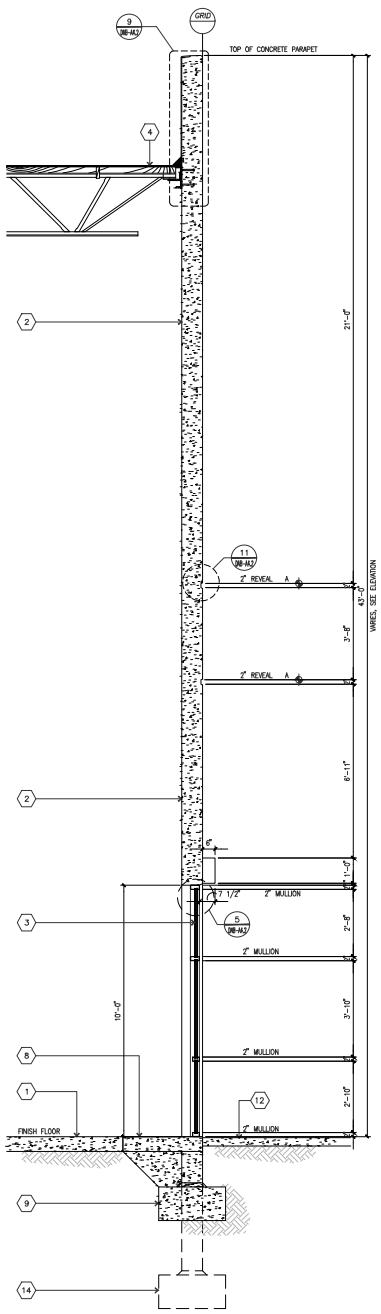
Sheet:
DAB-A4.2



WALL SECTION @ WINDOWS (A)
scale: 1/2"=1'-0"



WALL SECTION @ WINDOWS (B)
scale: 3/8"=1'-0"



WALL SECTION @ WINDOWS (C)
scale: 1/2"=1'-0"

KEYNOTES-SECTIONS

1. CONCRETE SLAB – SEE FINISH SCHEDULE FOR FLOOR FINISH AND SEE STRUCTURAL DRAWINGS
2. CONCRETE TILT-UP PANEL – SEE STRUCURAL DRAWINGS, ELEVATIONS AND EXTERIOR FINISH AND SCHEDULE.
3. STOREFRONT AND GLASS – SEE ELEVATIONS
4. TPO ROOFING OVER ROOF DECK
5. NOT USED.
6. INTERIOR SURFACE MOUNTED METAL SECTIONAL O.H. DOOR SEE MANUFACTURERS SPECIFICATIONS
7. BENT PLATE JAMB PER STRUCTURAL TYPICAL FOR O.H. DOORS
8. CONCRETE POUR STRIP – SEE STRUCTURAL DRAWINGS
9. FOOTING AT NON-DOCK HIGH CONDITION SEE STRUCTURAL DRAWINGS
10. CANOPY COVER. SEE DETAIL 2/DAB-A4.2
11. RAMP AT DRIVE-THRU CONDITION
12. CONCRETE WALK OR STOOP PER PLANS
13. 3' X 7' EXIT DOOR & FRAME, SEE DOOR TYPES
14. FOOTING AT DOCK HIGH CONDITIONS SEE STRUCTURAL DRAWINGS
15. CONCRETE REVEAL
16. CONC.FILLED GUARDPOST.
17. DOWN LIGHT. SEE ELECTRICAL DWGS.
18. CONCRETE PANEL BEYOND OR FINISH MATERIAL
19. CONCRETE SLAB EDGE – SEE STRUCTURAL DRAWINGS

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3-31-27
RENEWAL DATE
STATE OF CALIFORNIA

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W. Jack London Blvd.

Livermore, CA

Consultants:

CIVIL	KIER & WRIGHT
STRUCTURAL	-
MECHANICAL	-
PLUMBING	-
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	-
SOILS ENGINEER	-

Title: SECTIONS

Project Number: 25027
Drawn by: KT
Date: 06/13/2025
Revision:

1ST SUBMITTAL	04/23/25
2ND SUBMITTAL	05/12/25
3RD SUBMITTAL	06/13/25
4TH SUBMITTAL	07/31/25

Sheet:
DAB-A4.3

PRELIMINARY SITE IMPROVEMENT PLAN

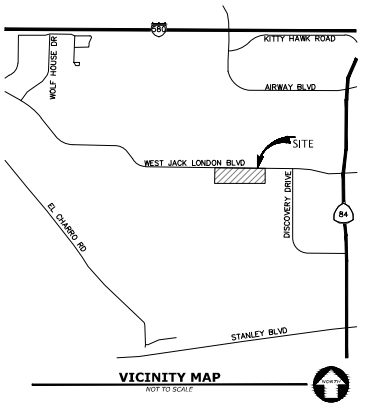
OF

WEST JACK LONDON BLVD

FOR

HINES

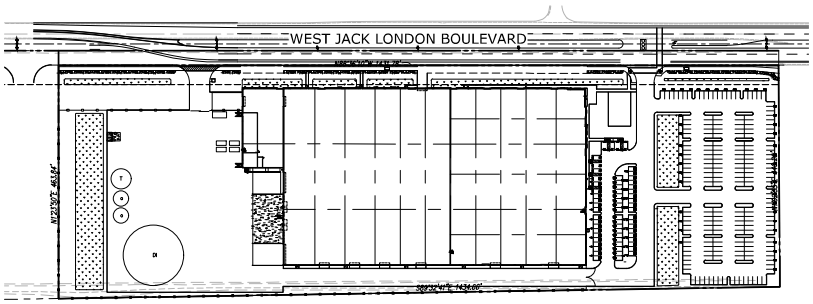
LIVERMORE, CALIFORNIA



VICINITY MAP
NOT TO SCALE

LEGEND

PROPOSED	EXISTING	DESCRIPTION
		ASPHALT BERM
		BLOCK/RETAINING WALL
		BUILDING LINE
		CENTER LINE
		CONCRETE CURB
		CONCRETE CURB CUT
		CONCRETE CURB & GUTTER
		CONTOUR LINE
		DRIVEWAY
		EDGE OF PAVEMENT
		ELECTRIC LINE
		FIRE SERVICE & VALVE
		FIBER OPTICS LINE
		FLUSH CONCRETE CURB
		FENCE LINE
		GAS LINE-VALVE & METER
		GRADE BREAK LINE
		GUARD RAIL
		JOINT TRENCH LINE
		LOT LINE
		MONUMENT/MONUMENT LINE
		OVERHEAD POWER LINE
		PERFORATED STORM DRAIN PIPE
		PROPERTY LINE
		RAINWATER LEADER
		RIDGE LINE
		SANITARY SEWER-MANHOLE & CLEANOUT
		SIDEWALK
		STORM DRAIN-MANHOLE & CATCH BASIN
		TELEPHONE LINE
		THRU CURB DRAIN
		WATER LINE & VALVE
		BACKFLOW PREVENTION DEVICE
		ELECTROLIER
		WALK-BOLLARD LIGHT
		FIRE HYDRANT
		POST INDICATOR VALVE
		POWER POLE/JOINT POLE
		SPOT ELEVATION
		TRANSFORMER
		TRAFFIC SIGN
		TREE
		UTILITY BOX



KEY MAP
SCALE: 1" = 100'

SHEET INDEX

CIVIL SHEETS

NO.	SHEET	DESCRIPTION
1	C1.0	COVER SHEET
2	C2.0	TOPOGRAPHIC SURVEY
3	C3.0	PRELIMINARY GRADING & DRAINAGE
4	C3.1	TYPICAL CROSS SECTIONS
5	C4.0	PRELIMINARY UTILITY PLAN
6	C4.1	FIRE ACCESS PLAN
7	C4.2	TRUCK TURN
8	C5.0	PRELIMINARY STORMWATER QUALITY CONTROL PLAN
9	C5.1	PRELIMINARY STORMWATER QUALITY CONTROL PLAN NOTES

ABBREVIATIONS

AB = AGGREGATE BASE
ABS = ACRYLONITRILE-BUTADIENE-STYRENE PIPE
AC = ASPHALT CONCRETE
AHJ = AUTHORITY HAVING JURISDICTION
ARV = AIR RELEASE VALVE
ASTM = AMERICAN SOCIETY OF TESTING AND MATERIALS
AWWA = AMERICAN WATER WORKS ASSOCIATION
BC = BEGINNING OF CURVE
BFV = BUTTERFLY VALVE
BO = BLOW-OFF VALVE
BOW = BACK OF SIDEWALK
BR = BEGINNING OF RETURN
CALTRANS = STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
CF = CUBIC FOOT (FEET)
CL. = CLEAR
CONC = CONCRETE
CONST. = CONSTRUCTION
COL = CITY OF LIVERMORE
COTG = CLEANOUT TO GRADE
C-I-P = CAST-IN-PLACE
CIPCP = CAST-IN-PLACE CONCRETE PIPE
CVC = CALIFORNIA VEHICLE CODE
CBG = CURB & GUTTER
CL = CENTERLINE
DETAIL X = CALTRANS STRIPING DESIGNATION
DF = DOUGLAS FIR
D.G. = DECOMPOSED GRANITE
DIA = DIAMETER
DIP = DUCTILE IRON PIPE
DR = DIMENSION RATIO
DWY = DRIVEWAY
EC = END OF CURVE
EG = EXISTING GRADE
EP = EDGE OF PAVEMENT
ER = END OF RETURN
FC = FACE OF CURB
FG = FINISHED GRADE
FH = FIRE HYDRANT
FL = FLOW LINE
GALV. = GALVANIZED
GB = GRADE BREAK
HDPE = CORRUGATED POLYETHYLENE NONPRESSURE PIPE
HPS = HIGH PRESSURE SODIUM
I.D. = INSIDE DIAMETER
IE = INVERT ELEVATION
I.P. = IRON PIPE
LS = REGISTERED LAND SURVEYOR
LSE = LANDSCAPE EASEMENT
(LT) = LEFT
MAX. = MAXIMUM
MECH = MECHANICAL
MH = MAINTENANCE HOLE
MIN. = MINIMUM
MLCSP = MORTAR-LINED AND MORTAR-COATED STEEL PIPE
MPH = MILES PER HOUR
MUTCD = MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
NAVD = NORTH AMERICAN VERTICAL DATUM
NFPA = NATIONAL FIRE PROTECTION ASSOCIATION
O.C. = ON CENTER
O.D. = OUTSIDE DIAMETER
PCC = PORTLAND CEMENT CONCRETE
PE = POLYETHYLENE PLASTIC PIPE
PL = PROPERTY LINE
P.A. = PLANTING AREA
P.A.E. = PEDESTRIAN ACCESS EASEMENT
PG&E = PACIFIC GAS & ELECTRIC COMPANY
PS = PRESSURE SURGE
PSM = PROCESS SAFETY MANAGEMENT
PT = POINT
P.U.E = PUBLIC UTILITIES EASEMENT
PVC = POLYVINYL CHLORIDE PIPE
PVCPP = PVC PRESSURE PIPE
PVCSDNPP = PVC STORM DRAIN NONPRESSURE PIPE
R = RADIUS
RCE = REGISTERED CIVIL ENGINEER
RCP = REINFORCED CONCRETE PIPE
RCPP = REINFORCED CONCRETE PRESSURE PIPE
RCP(PVCL) = REINFORCED CONCRETE PIPE (PVC LINED)
REQ'D = REQUIRED
RE = RIM ELEVATION
(RT) = RIGHT
RW = RECYCLED WATER
R/W = RIGHT OF WAY
"S" = SLOPE
SD = STORM DRAIN
SDCB = STORM DRAIN CATCH BASIN
SCH = SCHEDULE
SL = STREET LIGHT
SLC = STREET LIGHT CONDUIT
LMC = LIVERMORE MUNICIPAL CODE
LPD = LIVERMORE POLICE DEPARTMENT
SQ. = SQUARE
SS = SANITARY SEWER
SSFM = SANITARY SEWER FORCE MAIN
SSLH = SANITARY SEWER LAMP HOLE
STD. = STANDARD
SW = SIDEWALK
SWE = SIDEWALK EASEMENT
T = TELEPHONE
TOB = TOP OF BERM
TC = TOP OF CURB
T.V. = TELEVISION
TYP. = TYPICAL
T&B = TOP & BOTTOM
VCP = VITRIFIED CLAY PIPE
W = WATER
WCR = WHEEL CHAIR RAMP
WDID = WASTE DISCHARGE IDENTIFICATION
WRD = WATER RESOURCES DIVISION
W\ = WITH
Ø = DIAMETER

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GREEN DESIGN
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Consultants:

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STRUCTURAL	THORTON TOMASETTI
MECHANICAL	MEYERS+
PLUMBING	MEYERS+
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	COFFMAN
SOILS ENGINEER	CORNERSTONE

Title:
COVER SHEET

Project Number:	A25108
Drawn by:	MS
Date:	06/06/2025
Revision:	
1ST SUBMITTAL	--/-/25
2RD SUBMITTAL	06/13/25
4TH SUBMITTAL	07/31/25

Sheet:
C1.0

NOTES

1. THIS PLOT WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY CHICAGO TITLE COMPANY, DATED MARCH 2, 2021, NUMBER 36300782-363-LB-KD. NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID PRELIMINARY TITLE REPORT THAT MAY AFFECT THE TITLE LINES, OR EXCEPTIONS, OR EASEMENTS OF THE PROPERTY.
2. ALL DISTANCES AND ELEVATIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES). HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
4. UTILITY INFORMATION HEREON IS PROGRESS AT THIS TIME. A REQUEST WAS MADE TO TO THE RESPECTIVE AGENCIES FOR INFORMATION REGARDING THE LOCATION OF THEIR FACILITIES ON THIS SITE. AS OF 06-22-2022, THEY HAD NOT RESPONDED WITH THIS INFORMATION. UNTIL WE RECEIVE THIS INFORMATION AND ARE ABLE TO DELINEATE THESE FACILITIES, ALL PARTIES SHOULD CONSIDER THIS SURVEY AS PRELIMINARY WITH REGARDS TO THE LOCATION OF UTILITY FACILITIES. UPON RECEIPT OF THIS INFORMATION KIER & WRIGHT WILL UPDATE THIS SURVEY AND REISSUE IT.
5. THIS SURVEY DOES NOT SHOW THE LOCATIONS OF THE FOLLOWING UNDERGROUND UTILITY LINES DUE TO THE FACT THAT THE CLIENT HAS NOT FURNISHED KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. WITH ANY PLANS THAT DELINEATE THEIR LOCATIONS: TELEPHONE LINES, CABLE TELEVISION LINES, NITROGEN LINES, (IF ANY) FIBER OPTIC LINES (IF ANY). ALL PARTIES SHOULD CONSIDER THIS SURVEY AS PRELIMINARY WITH REGARDS TO THE LOCATION OF THE UTILITY FACILITIES. UPON RECEIPT OF THIS INFORMATION KIER & WRIGHT WILL UPDATE THIS SURVEY AND REISSUE IT.
6. A REQUEST WAS MADE TO PACIFIC BELL TELEPHONE COMPANY AND PG & E FOR INFORMATION REGARDING THE LOCATION OF THEIR FACILITIES NEAR THIS SITE. AS OF 06-22-2022, THEY HAD NOT RESPONDED WITH THIS INFORMATION. UNTIL WE RECEIVE THIS INFORMATION AND ARE ABLE TO DELINEATE THESE FACILITIES, ALL PARTIES SHOULD CONSIDER THIS SURVEY AS PRELIMINARY WITH REGARDS TO THE LOCATION OF THE UTILITY FACILITIES. UPON RECEIPT OF THIS INFORMATION KIER & WRIGHT WILL UPDATE THIS SURVEY AND REISSUE IT.
7. THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR ALAMEDA COUNTY, CALIFORNIA, MAP NUMBER 06001C0329G FOR COMMUNITY NUMBER 060008 (CITY OF LIVERMORE), WITH AN EFFECTIVE DATE OF AUGUST 03, 2009, AS BEING LOCATED IN FLOOD ZONE "X". ACCORDING TO FEMA THE DEFINITION OF ZONE "X" IS: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

   FEMA BASE FLOOD ELEVATIONS ARE BASED ON NAVD88 DATUM.
8. BENCHMARK:
   CITY OF LIVERMORE BENCHMARK 2K-667; CHISELED SQUARE IN THE TOP OF CURB AT A STORM WATER INLET ON THE EAST SIDE OF ISABEL AVENUE, 30' ± SOUTH OF THE RETURN SOUTH OF JACK LONDON BLVD. (ELEVATION = 408.804). ELEVATIONS SHOWN HEREON ARE BASED ON CITY OF LIVERMORE 2K DATUM.
9. BASIS OF BEARINGS:
   THE BEARING OF S88°35'42"E TAKEN ON THE MONUMENT LINE OF W JACK LONDON BOULEVARD WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

LEGEND

- ASPHALT BERM
- CENTER LINE
- CONCRETE/BLOCK WALL
- CONCRETE CURB
- CONCRETE CURB & GUTTER
- 100 MAJOR CONTOUR LINE
- 101 MINOR CONTOUR LINE
- EASEMENT LINE
- EDGE OF PAVEMENT
- FENCE LINE
- GUARD RAIL
- LOT LINE
- MONUMENT/MONUMENT LINE
- PROPERTY LINE
- RW RECLAIMED WATER LINE
- SS SANITARY SEWER LINE-MANHOLE & CLEANOUT
- SS SANITARY SEWER LINE OVER 24"DIAMETER
- SSFM SANITARY SEWER FORCE MAIN
- SIDEWALK
- 100.00 SPOT ELEVATION
- SD STORM DRAIN LINE-MANHOLE & CATCH BASIN
- SD STORM DRAIN LINE-MANHOLE & CATCH BASIN
- STORM DRAIN LINE OVER 24"DIAMETER
- WATER LINE & VALVE
- WATER LINE OVER 24"DIAMETER
- ELECTROLIER
- TRAFFIC SIGN
- 12"IR TREE
- UTILITY BOX
- WATER VALVE

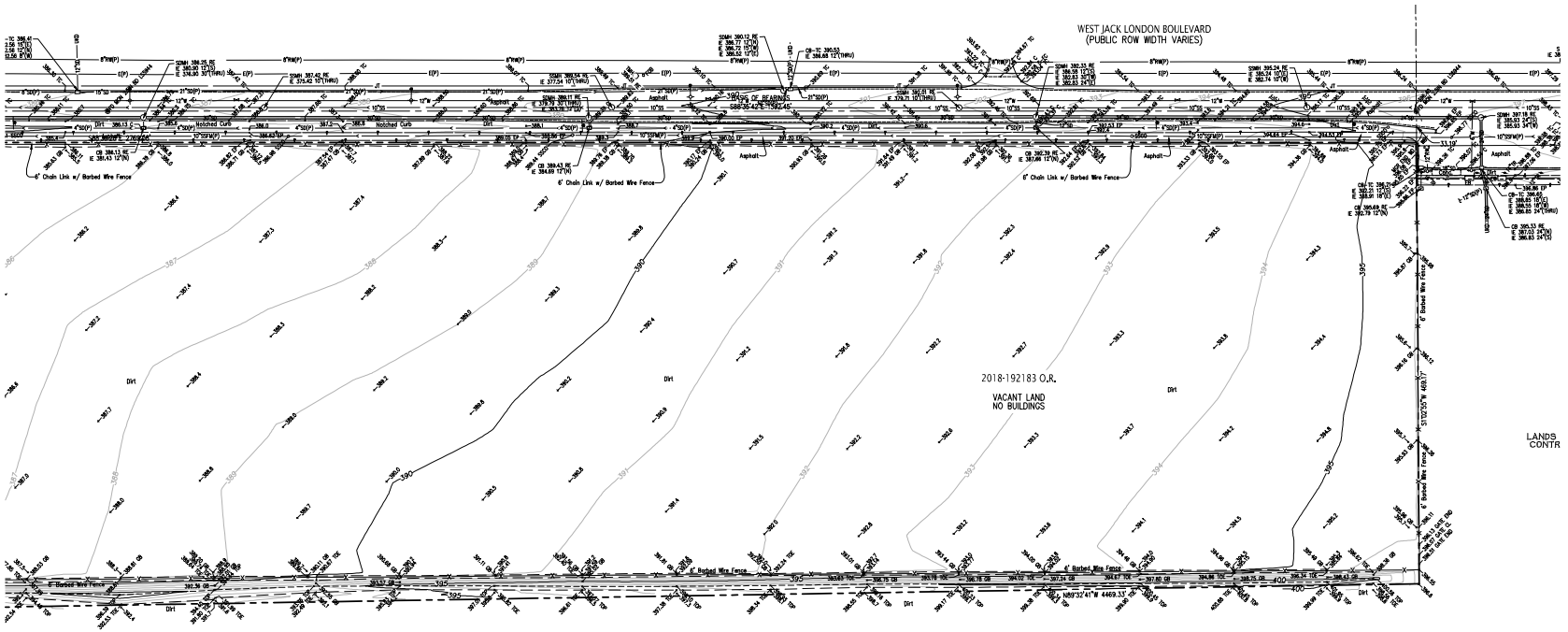
ABBREVIATIONS

BC	BACK OF CURB	SSCO	SANITARY SEWER CLEAN OUT
BEG	BEGIN	SSMH	SANITARY SEWER MANHOLE
C-FC	CONCRETE AT FACE OF CURB	SSFMH	SANITARY SEWER FORCE MAIN MANHOLE
CB	CATCH BASIN	TC	TOP OF CURB
CL	CENTER LINE	TMH	TELEPHONE MANHOLE
DI	DRAIN INLET	TOE	GRADE BREAK LINE TOE
DYLT	DAYLIGHT	TOP	GRADE BREAK LINE TOP
E	EAST	TSB	TRAFFIC SIGNAL BOX
EB	ELECTRIC BOX	W	WEST
EP	EDGE OF PAVEMENT	WB	WATER BOX
FC	FACE OF CURB	WD	WOOD
FD	FOUND	WM	WATER METER
FH	FIRE HYDRANT	WV	WATER VALVE
FOB	FIBER OPTICS BOX		
GB	GRADE BREAK		
GRN	GROUND		
IE	INVERT ELEVATION		
LIP	LIP OF GUTTER		
MGR	METAL GUARD RAIL		
MON	MONUMENT		
N	NORTH		
(P)	PER PLAN		
P-FC	PAVEMENT AT FACE OF CURB		
POC	POINT OF CONNECTION		
RE	RIM ELEVATION		
S	SOUTH		
SDCO	STORM DRAIN CLEAN OUT		
SDMH	STORM DRAIN MANHOLE		
SL	STREET LIGHT		
SLB	STREET LIGHT BOX		

NORTH

0 25 50 100 150

Scale 1" = 50'



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PREPARED UNDER THE SUPERVISION OF RICHARD JAMES HOCHENBOTTOM, P.L.S. 8654 JHOCHENBOTTOM@KIERWRIGHT.COM — 08/26/2022 DATE

LICENSED LAND SURVEYOR — RICHARD JAMES HOCHENBOTTOM — No. 8654 — STATE OF CALIFORNIA

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Consultants:

CIVIL	KIER & WRIGHT
STRUCTURAL	THORTON TOMASETTI
MECHANICAL	MEYERS+
PLUMBING	MEYERS+
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	COFFMAN
SOILS ENGINEER	CORNERSTONE

Title:
TOPOGRAPHIC SURVEY

Project Number:	A25108
Drawn by:	MS
Date:	06/06/2025
Revision:	
1ST SUBMITTAL	--/--/25
3RD SUBMITTAL	06/13/25
4TH SUBMITTAL	07/31/25

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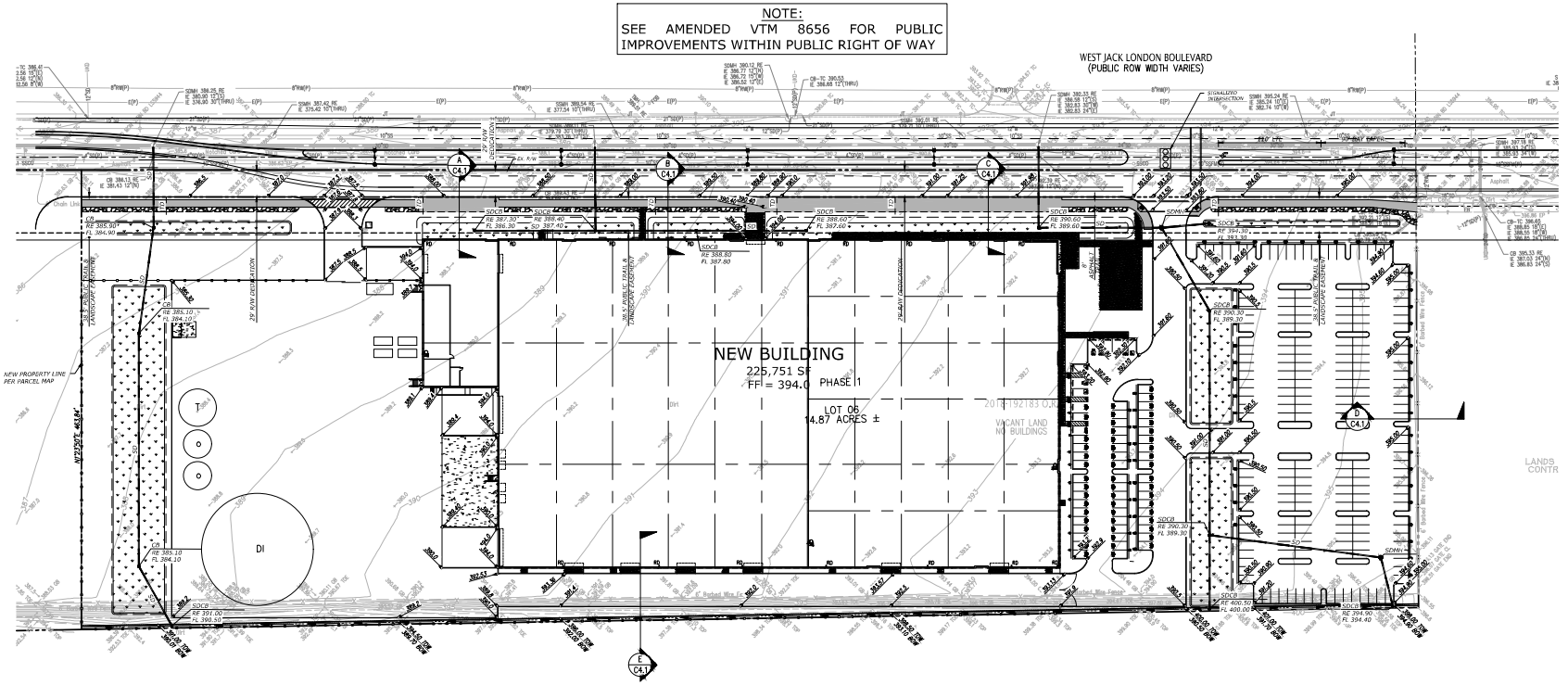
ATTACHMENT 5



NORTH

0 25 50 100 150

Scale 1" = 50'

LEGEND

▲	AREA DRAIN
■	STORM DRAIN CATCH BASIN
■	STORM DRAIN JUNCTION BOX
●	STORM DRAIN MANHOLE
BOW	BOTTOM OF WALL
FL	FLOW LINE
FF	FINISHED FLOOR
PV	PAVEMENT
RE	RIM ELEVATION
23.8	SPOT ELEVATION
	STORM DRAIN LINE
TC	TOP OF CURB
TD	TRENCH DRAIN
TOW	TOP OF WALL

EARTHWORK SUMMARY

CUT:	36,500 CY
FILL:	13,300 CY
EXPORT:	23,200 CY

THE EARTHWORK QUANTITIES LISTED ON THESE PLANS ARE STATED ONLY FOR CALCULATION OF GRADING AND BUILDING PERMIT FEES. THESE QUANTITIES DO NOT INCLUDE TRENCH OR FOOTING SPOILS, SHRINK OR SWELL FROM COMPACTING EFFORTS OR OTHER VARIABLES. THE ENGINEER MAKES NO REPRESENTATION THIS SITE WILL BALANCE. THE CONTRACTOR SHALL DETERMINE HIS OWN EARTHWORK QUANTITIES AND BASE HIS BID ACCORDINGLY.

* BIDDERS TO PROVIDE PRICE FOR STOCKPILING EXPORT ON DESIGNATED REMAINDER PARCEL AND PRICE FOR EXPORTING OFF SITE.

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STRUCTURAL	THORTON TOMASETTI
MECHANICAL	MEYERS+
PLUMBING	MEYERS+
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	COFFMAN
SOILS ENGINEER	CORNERSTONE

Title:
PRELIMINARY GRADING & DRAINAGE

Project Number:	A25108
Drawn by:	MS
Date:	06/06/2025
Revision:	
1ST SUBMITTAL	--/-/25
3RD SUBMITTAL	06/13/25
4TH SUBMITTAL	07/31/25

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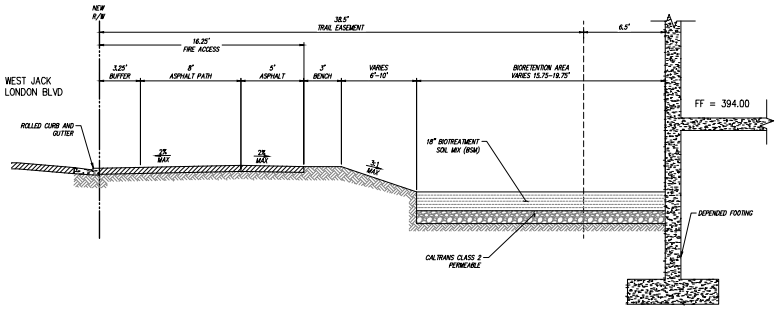

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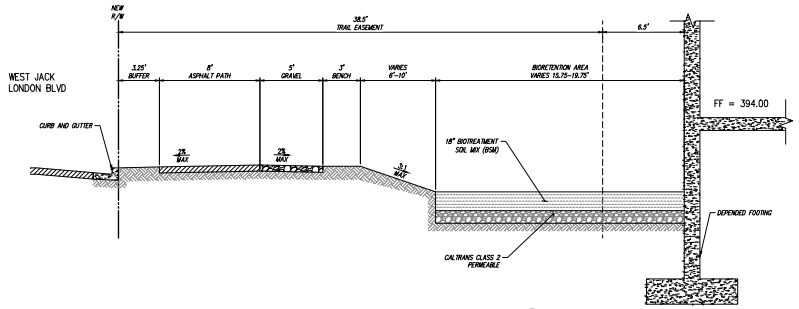

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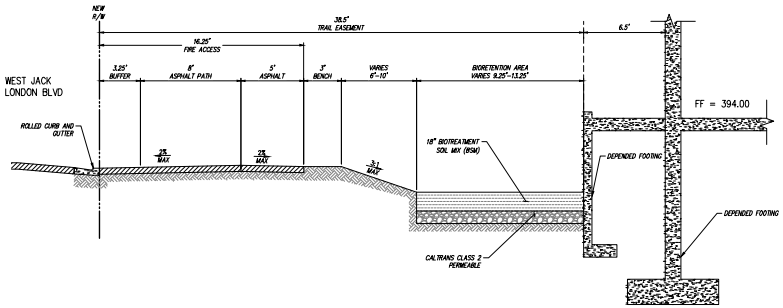

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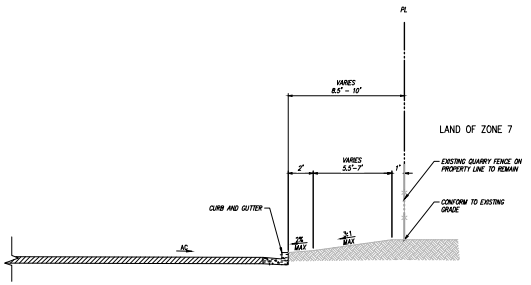

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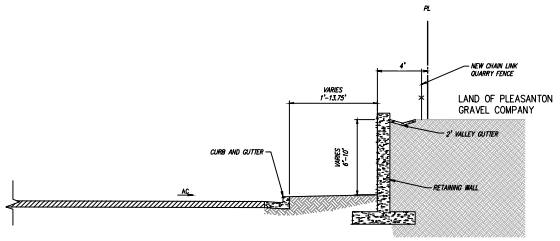

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Project:
W. Jack London Blvd.

Livermore, CA

Consultants:

CIVIL	KIER & WRIGHT
STRUCTURAL	THORTON TOMASETTI
MECHANICAL	MEYERS+
PLUMBING	MEYERS+
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	COFFMAN
SOILS ENGINEER	CORNERSTONE

Title:
TYPICAL CROSS SECTIONS

Project Number:	A25108
Drawn by:	MS
Date:	06/06/2025

Revision:

1ST SUBMITTAL	--/--/25
3RD SUBMITTAL	06/13/25
4TH SUBMITTAL	07/31/25

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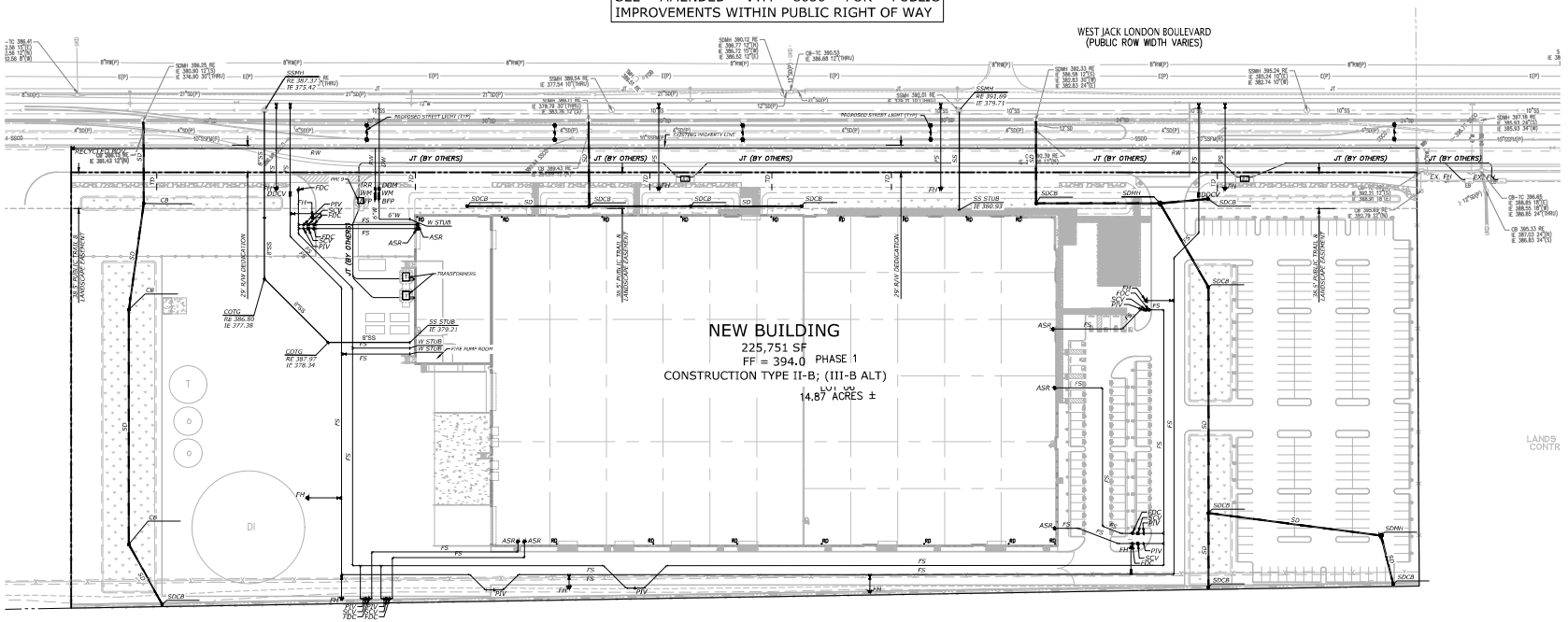
C3.1

ATTACHMENT 5

NOTE:
SEE AMENDED VTM 8656 FOR PUBLIC IMPROVEMENTS WITHIN PUBLIC RIGHT OF WAY



NORTH

0 25 50 100 150

Scale 1" = 50'

UTILITY LEGEND

AD / ▲	AREA DRAIN
ASR	AUTOMATIC SPRINKLER RISER
BFP	BACK FLOW PREVENTION DEVICE
BOV	BLOW OFF VALVE
COTG	CLEANOUT TO GRADE
DDCV	DOUBLE DETECTOR CHECKVALVE
DOM	DOMESTIC
FDC /	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
FS	FIRE SERVICE
IE	INVERT ELEVATION
IRR	IRRIGATION
PIV /	POST INDICATOR VALVE
RD	ROOF DRAIN
RE	RIM ELEVATION
RW	RECYCLED WATER
■	SECTIONAL CONTROL VALVE
■	SINGLE CHECK VALVE
SD	STORM DRAIN LINE
SD	STORM DRAIN
SDCB / □	STORM DRAIN CATCH BASIN
SDMH / ●	STORM DRAIN MANHOLE
SS	SANITARY SEWER
SSMH	SANITARY SEWER SYSTEM MANHOLE
TC	TOP OF CURB
TD	TRENCH DRAIN
■	WATER METER
WS	WATER SERVICE

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ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	COFFMAN
SOILS ENGINEER	CORNERSTONE

Title:
PRELIMINARY UTILITY PLAN

Project Number:	A25108
Drawn by:	MS
Date:	06/06/2025
Revision:	
1ST SUBMITTAL	--/-/25
3RD SUBMITTAL	06/13/25
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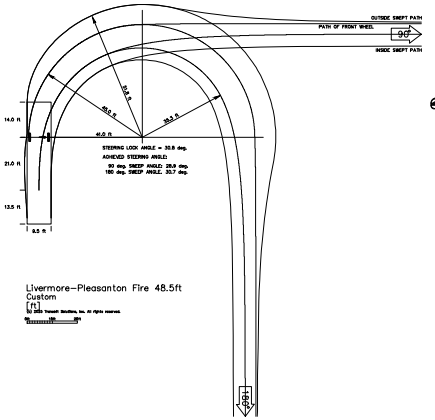
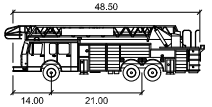
ATTACHMENT 5

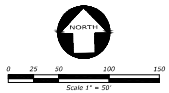




Livermore-Pleasanton Fire 48,5ft

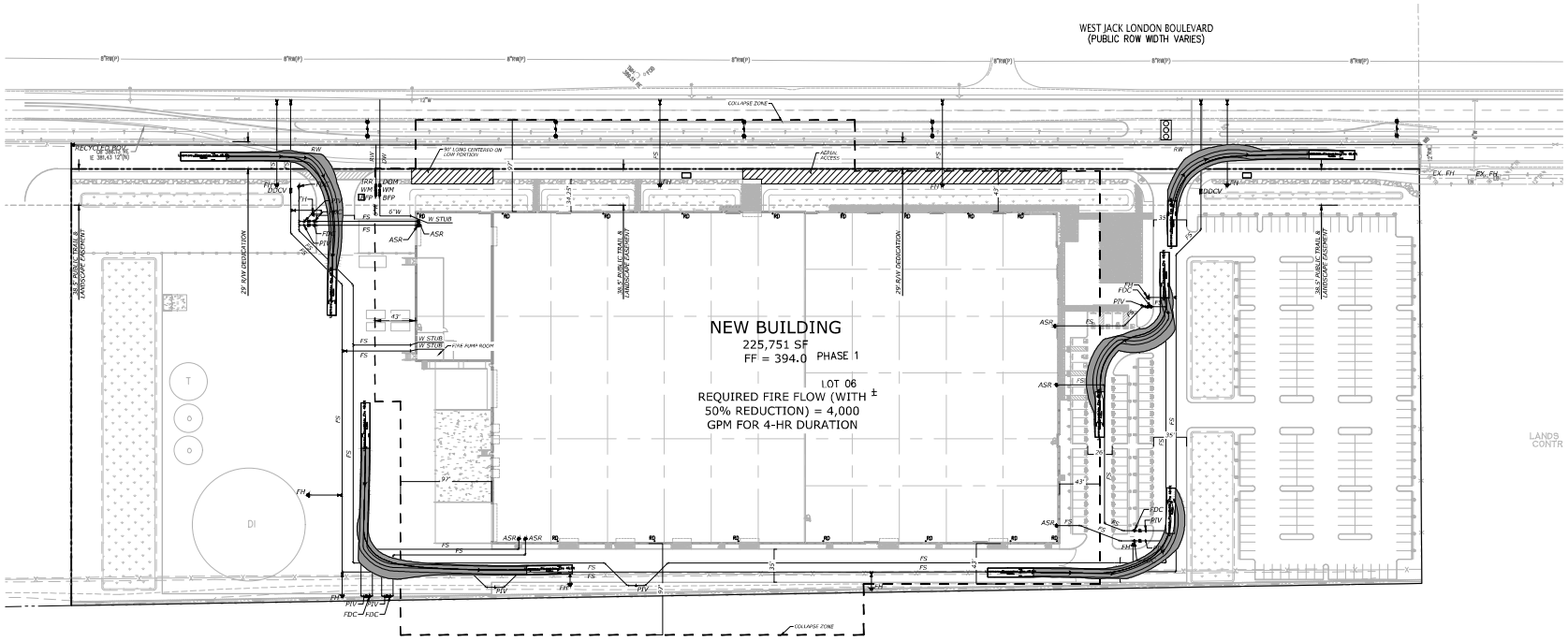
feet

Width	: 9.50
Track	: 8.33
Lock to Lock Time	: 7.0
Steering Angle	: 30.8



FIRE ACCESS LEGEND

ASR	AUTOMATIC SPRINKLER RISER
BFP	BACK FLOW PREVENTION DEVICE
BOV	BLOW OFF VALVE
DDCV	DOUBLE DETECTOR CHECK VALVE
DOM	DOMESTIC
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
FS	FIRE SERVICE
IRR	IRRIGATION
PIV	POST INDICATOR VALVE
RD	ROOF DRAIN
RW	RECYCLED WATER
	SECTIONAL CONTROL VALVE
	SINGLE CHECK VALVE
	WATER METER
WS	WATER SERVICE



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ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	COFFMAN
SOILS ENGINEER	CORNERSTONE

Title:
FIRE ACCESS PLAN

Project Number:	A25108
Drawn by:	MS
Date:	06/06/2025
Revision:	
1ST SUBMITTAL	--/--/25
3RD SUBMITTAL	06/13/25
4TH SUBMITTAL	07/31/25

Sheet:

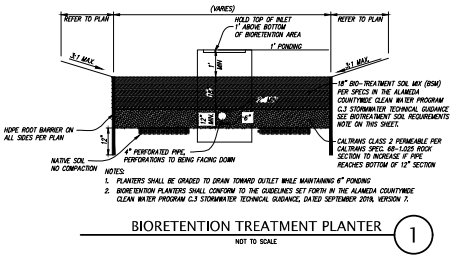
C4.1

ATTACHMENT 5

TREATMENT CONTROL MEASURE SUMMARY TABLE

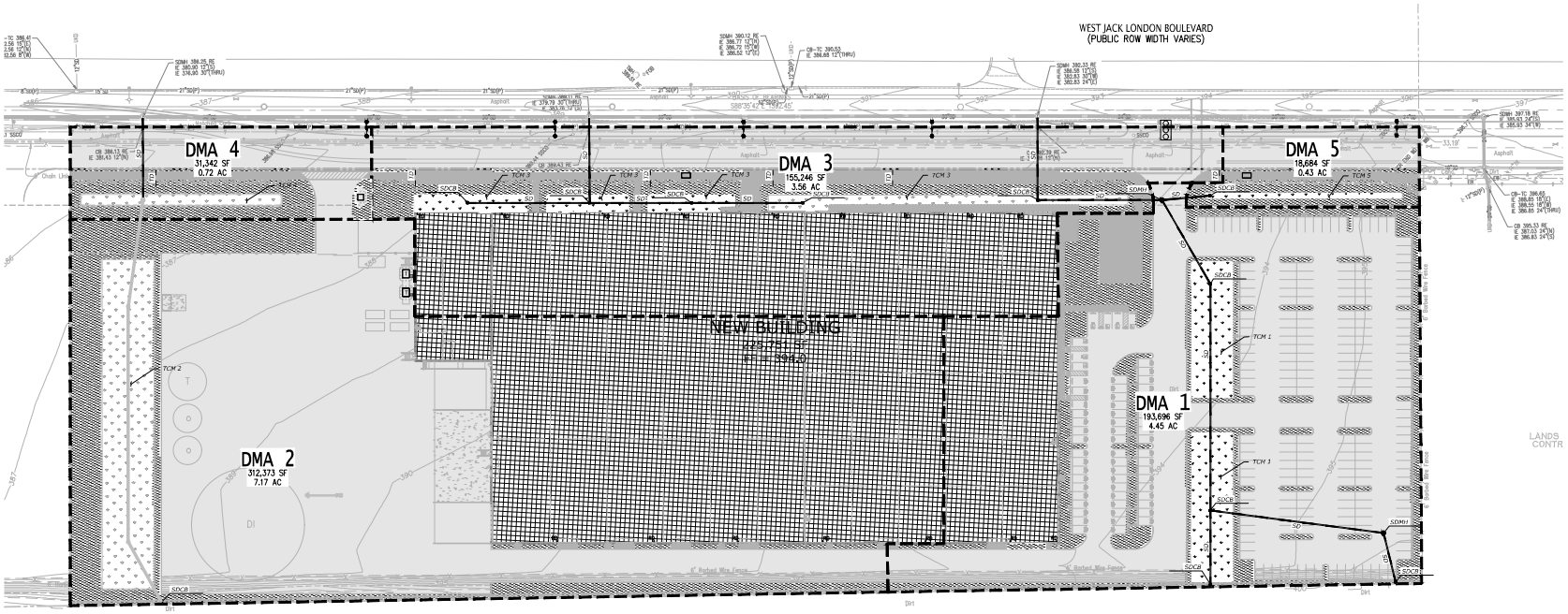
Area No.	Area (SF)	Area (AC)	Landscape (SF)	Landscape (AC)	Imperv. (SF)	Imper. (AC)	Treatment Area* (SF)	Treatment Required **(SF)	Treatment Provided *** (SF)	Sizing Ratio**** (%)	Sizing Criteria	Type of Planter
1	193,696	4.45	48,681	1.12	145,015	3.33	149,883	4,796	17,985	7.0%	Combo Flow and Volume Method	Bioretention Planter
2	312,373	7.17	55,389	1.27	256,984	5.90	262,523	7,402	19,748	7.0%	Combo Flow and Volume Method	Bioretention Planter
3	155,246	3.56	26,292	0.60	128,954	2.96	131,583	3,710	9,690	7.0%	Combo Flow and Volume Method	Bioretention Planter
4	31,342	0.72	12,439	0.29	18,903	0.43	20,147	569	2,485	7.0%	Combo Flow and Volume Method	Bioretention Planter
5	18,684	0.43	8,070	0.19	10,614	0.24	11,421	323	985	7.0%	Combo Flow and Volume Method	Bioretention Planter
Totals	711,341	16.3	150,871	3.46	560,470	12.87	575,557	16,230	45,343			

*: Total Treatment Area is equal to Impervious Area + 0.10 * Landscape Area.
**: Sizing Ratios under 4% are sized using the Combination Flow and Volume Method. Separate worksheets for Combination Flow and Volume Method are included with City Submittal.
***: Treatment Provided: Due to area being in a hydromodification location, each treatment area is sized for 7%



NOTES:
1. PLANTERS SHALL BE GRADED TO DRAIN TOWARD OUTLET WHILE MAINTAINING 6" PONDING
2. BIORETENTION PLANTERS SHALL CONFORM TO THE GUIDELINES SET FORTH IN THE ALAMEDA COUNTYWIDE CLEAN WATER PROGRAM C.3 STORMWATER TECHNICAL GUIDANCE, DATED SEPTEMBER 20TH, VERSION 7.

BIORETENTION TREATMENT PLANTER (1)
NOT TO SCALE



NORTH
0 25 50 100 150
Scale 1" = 50'

STORMWATER LEGEND

- TRIBUTARY AREA LIMITS
- IMPERVIOUS PAVEMENT
- PERVIOUS PAVEMENT
- BIORETENTION PLANTER
- BUILDING HATCH

DMA — DRAINAGE MANAGEMENT AREA
TCM — TREATMENT CONTROL MEASURE

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LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	COFFMAN
SOILS ENGINEER	CORNERSTONE

Title:
PRELIMINARY STORMWATER QUALITY CONTROL PLAN

Project Number: A25108
Drawn by: MS
Date: 06/06/2025
Revision:
1ST SUBMITTAL --/--/25
3RD SUBMITTAL 06/13/25
4TH SUBMITTAL 07/31/25

Sheet:
C5.0

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Worksheet for Calculating the Combination Flow and Volume Method

Instructions: After completing Section 1, make a copy of this Excel file for each Drainage Management Area within the project. Enter information specific to the project and DMA in the cells shaded in yellow. Cells shaded in light blue contain formulas.

1.0 Project Information

1-1	Project Name	SMP 38	
1-2	City application ID:		
1-3	Site Address or APN:		
1-4	Tract or Parcel Map No:		
1-5	Site Mean Annual Precip. (MAP)	14.8	Inches
	Refer to the Mean Annual Precipitation Map in Appendix D of the C.3 Technical Guidance to determine the MAP, in inches, for the site.		Click here for map
1-6	Applicable Rain Gauge[1]	San Jose	
	Enter "Oakland Airport" if the site MAP is 16.4 inches or greater. Enter "San Jose" if the site MAP is less than 16.4 inches.		
	MAP adjustment factor is automatically calculated as:	1.02	
	("The Site Mean Annual Precipitation (MAP)" is divided by the MAP for the applicable rain gauge, shown in Table 5.2, below.)		

The calculations presented here are based on The combination flow and volume hydraulic sizing method provided in the Clean Water Program Alameda County C.3 Technical Guidance, Version 4.0. The steps presented below are explained in Chapter 5, Section 5.1.

2.0 Calculate Percentage of Impervious Surface for Drainage Management Area (DMA)

2-1	Name of DMA:	1		
	For items 2-2 and 2-3, enter the areas in square feet for each type of surface within the DMA.			
	Type of Surface	Area of surface type within DMA (Sq. Ft)	Adjust Pervious Surface	Effective Impervious Area
2-2	Impervious surface	145,015	1.0	145,015
2-3	Pervious surface	48,681	0.1	4,868
	Total DMA Area (square feet) =	193,696		
2-4	*Total Effective Impervious Area (EIA)*	149,883	Square feet	

3.0 Calculate Unit Basin Storage Volume in Inches

Table 5-2: Unit Basin Storage Volumes (in inches) for 80 Percent Capture Using 48-Hour Drawdowns

Applicable Rain Gauge	Mean Annual Precipitation (in)	Unit Basin Storage Volume (in) for Applicable Runoff Coefficient of 1.00
Oakland Airport	18.35	0.67
San Jose	14.4	0.56

3-1	*Unit basin storage volume from Table 5.2:*	0.56	Inches
	(The coefficient for this method is 1.00, due to the conversion of any landscaping to effective impervious area)		
3-2	*Adjusted unit basin storage volume:*	0.57	Inches
	(The unit basin storage volume is adjusted by applying the MAP adjustment factor.)		
3-3	*Required Capture Volume (in cubic feet):*	7,165	Cubic feet
	(the adjusted unit basin sizing volume [inches] is multiplied by the size of the DMA and converted to feet)		

4.0 Calculate the Duration of the Rain Event

4-1	Rainfall intensity	0.2	Inches per hour
4-2	Divide Item 3-2 by Item 4-1	2.87	Hours of Rain Event Duration

5.0 Preliminary Estimate of Surface Area of Treatment Measure

5-1	4% of DMA impervious surface	5,995	Square feet
5-2	Area 25% smaller than Item 5-1	4,496	Square feet
5-3	Volume of treated runoff for area in Item 5-2	5,373	Cubic feet (Item 5-2 * 5 inches per hour * 1/12 * Item 4-2)

6.0 Initial Adjustment of Depth of Surface Ponding Area

6-1	Subtract Item 5-3 from Item 3-3	1,791	Cubic feet (Amount of runoff to be stored in ponding area)
6-2	Divide Item 6-1 by Item 5-2	0.4	Feet (Depth of stored runoff in surface ponding area)
6-3	Convert Item 6-2 from ft to inches	4.8	Inches (Depth of stored runoff in surface ponding area)
6-4	If ponding depth in Item 6-3 meets your target depth, skip to Item 8-1. If not, continue to Step 7-1.		

7.0 Optimize Size of Treatment Measure

7-1	Enter an area larger or smaller than Item 5-2	4226	Sq.ft. (enter larger area if you need less ponding depth; smaller for more depth.)
7-2	Volume of treated runoff for area in Item 7-1	5,059	Cubic feet (Item 7-1 * 5 inches per hour * 1/12 * Item 4-2)
7-3	Subtract Item 7-2 from Item 3-3	2,114	Cubic feet (Amount of runoff to be stored in ponding area)
7-4	Divide Item 7-3 by Item 7-1	0.50	Feet (Depth of stored runoff in surface ponding area)
7-5	Convert Item 7-4 from feet to inches	6.00	Inches (Depth of stored runoff in surface ponding area)
7-6	If the ponding depth in Item 7-5 meets target, stop here. If not, repeat Steps 7-1 through 7-5 until you obtain target depth.		

8.0 Surface Area of Treatment Measure for DMA

8-1	Final surface area of treatment*	4,226	Square feet (Either Item 5-2 or final amount in Item 7-1)

**Note: Check with the local jurisdiction as to its policy regarding the minimum bioretreatment surface area allowed.*

2.0 Calculate Percentage of Impervious Surface for Drainage Management Area (DMA)

2-1	Name of DMA:	2		
	For items 2-2 and 2-3, enter the areas in square feet for each type of surface within the DMA.			
	Type of Surface	Area of surface type within DMA (Sq. Ft)	Adjust Pervious Surface	Effective Impervious Area
2-2	Impervious surface	256,984	1.0	256,984
2-3	Pervious surface	55,389	0.1	5,539
	Total DMA Area (square feet) =	312,373		
2-4	*Total Effective Impervious Area (EIA)*	262,523	Square feet	

3.0 Calculate Unit Basin Storage Volume in Inches

Table 5-2: Unit Basin Storage Volumes (in inches) for 80 Percent Capture Using 48-Hour Drawdowns

Applicable Rain Gauge	Mean Annual Precipitation (in)	Unit Basin Storage Volume (in) for Applicable Runoff Coefficient of 1.00
Oakland Airport	18.35	0.67
San Jose	14.4	0.56

3-1	*Unit basin storage volume from Table 5.2:*	0.56	Inches
	(The coefficient for this method is 1.00, due to the conversion of any landscaping to effective impervious area)		
3-2	*Adjusted unit basin storage volume:*	0.57	Inches
	(The unit basin storage volume is adjusted by applying the MAP adjustment factor.)		
3-3	*Required Capture Volume (in cubic feet):*	12,549	Cubic feet
	(the adjusted unit basin sizing volume [inches] is multiplied by the size of the DMA and converted to feet)		

4.0 Calculate the Duration of the Rain Event

4-1	Rainfall intensity	0.2	Inches per hour
4-2	Divide Item 3-2 by Item 4-1	2.87	Hours of Rain Event Duration

5.0 Preliminary Estimate of Surface Area of Treatment Measure

5-1	4% of DMA impervious surface	10,501	Square feet
5-2	Area 25% smaller than Item 5-1	7,876	Square feet
5-3	Volume of treated runoff for area in Item 5-2	9,412	Cubic feet (Item 5-2 * 5 inches per hour * 1/12 * Item 4-2)

6.0 Initial Adjustment of Depth of Surface Ponding Area

6-1	Subtract Item 5-3 from Item 3-3	3,137	Cubic feet (Amount of runoff to be stored in ponding area)
6-2	Divide Item 6-1 by Item 5-2	0.4	Feet (Depth of stored runoff in surface ponding area)
6-3	Convert Item 6-2 from ft to inches	4.8	Inches (Depth of stored runoff in surface ponding area)
6-4	If ponding depth in Item 6-3 meets your target depth, skip to Item 8-1. If not, continue to Step 7-1.		

7.0 Optimize Size of Treatment Measure

7-1	Enter an area larger or smaller than Item 5-2	7402	Sq.ft. (enter larger area if you need less ponding depth; smaller for more depth.)
7-2	Volume of treated runoff for area in Item 7-1	8,846	Cubic feet (Item 7-1 * 5 inches per hour * 1/12 * Item 4-2)
7-3	Subtract Item 7-2 from Item 3-3	3,703	Cubic feet (Amount of runoff to be stored in ponding area)
7-4	Divide Item 7-3 by Item 7-1	0.50	Feet (Depth of stored runoff in surface ponding area)
7-5	Convert Item 7-4 from feet to inches	6.00	Inches (Depth of stored runoff in surface ponding area)
7-6	If the ponding depth in Item 7-5 meets target, stop here. If not, repeat Steps 7-1 through 7-5 until you obtain target depth.		

8.0 Surface Area of Treatment Measure for DMA

8-1	Final surface area of treatment*	7,402	Square feet (Either Item 5-2 or final amount in Item 7-1)

**Note: Check with the local jurisdiction as to its policy regarding the minimum bioretreatment surface area allowed.*

2.0 Calculate Percentage of Impervious Surface for Drainage Management Area (DMA)

2-1	Name of DMA:	3		
	For items 2-2 and 2-3, enter the areas in square feet for each type of surface within the DMA.			
	Type of Surface	Area of surface type within DMA (Sq. Ft)	Adjust Pervious Surface	Effective Impervious Area
2-2	Impervious surface	128,954	1.0	128,954
2-3	Pervious service	26,292	0.1	2,629
	Total DMA Area (square feet) =	155,248		
2-4	*Total Effective Impervious Area (EIA)*	131,583	Square feet	

3.0 Calculate Unit Basin Storage Volume in Inches

Table 5-2: Unit Basin Storage Volumes (in inches) for 80 Percent Capture Using 48-Hour Drawdowns

Applicable Rain Gauge	Mean Annual Precipitation (in)	Unit Basin Storage Volume (in) for Applicable Runoff Coefficient of 1.00
Oakland Airport	18.35	0.67
San Jose	14.4	0.56

3-1	*Unit basin storage volume from Table 5.2:*	0.56	Inches
	(The coefficient for this method is 1.00, due to the conversion of any landscaping to effective impervious area)		
3-2	*Adjusted unit basin storage volume:*	0.57	Inches
	(The unit basin storage volume is adjusted by applying the MAP adjustment factor.)		
3-3	*Required Capture Volume (in cubic feet):*	6,290	Cubic feet
	(the adjusted unit basin sizing volume [inches] is multiplied by the size of the DMA and converted to feet)		

4.0 Calculate the Duration of the Rain Event

4-1	Rainfall intensity	0.2	Inches per hour
4-2	Divide Item 3-2 by Item 4-1	2.87	Hours of Rain Event Duration

5.0 Preliminary Estimate of Surface Area of Treatment Measure

5-1	4% of DMA impervious surface	5,263	Square feet
5-2	Area 25% smaller than Item 5-1	3,947	Square feet
5-3	Volume of treated runoff for area in Item 5-2	4,717	Cubic feet (Item 5-2 * 5 inches per hour * 1/12 * Item 4-2)

6.0 Initial Adjustment of Depth of Surface Ponding Area

6-1	Subtract Item 5-3 from Item 3-3	1,572	Cubic feet (Amount of runoff to be stored in ponding area)
6-2	Divide Item 6-1 by Item 5-2	0.4	Feet (Depth of stored runoff in surface ponding area)
6-3	Convert Item 6-2 from ft to inches	4.8	Inches (Depth of stored runoff in surface ponding area)
6-4	If ponding depth in Item 6-3 meets your target depth, skip to Item 8-1. If not, continue to Step 7-1.		

7.0 Optimize Size of Treatment Measure

7-1	Enter an area larger or smaller than Item 5-2	3710	Sq.ft. (enter larger area if you need less ponding depth; smaller for more depth.)
7-2	Volume of treated runoff for area in Item 7-1	4,434	Cubic feet (Item 7-1 * 5 inches per hour * 1/12 * Item 4-2)
7-3	Subtract Item 7-2 from Item 3-3	1,856	Cubic feet (Amount of runoff to be stored in ponding area)
7-4	Divide Item 7-3 by Item 7-1	0.50	Feet (Depth of stored runoff in surface ponding area)
7-5	Convert Item 7-4 from feet to inches	6.00	Inches (Depth of stored runoff in surface ponding area)
7-6	If the ponding depth in Item 7-5 meets target, stop here. If not, repeat Steps 7-1 through 7-5 until you obtain target depth.		

8.0 Surface Area of Treatment Measure for DMA

8-1	Final surface area of treatment*	3,710	Square feet (Either Item 5-2 or final amount in Item 7-1)

**Note: Check with the local jurisdiction as to its policy regarding the minimum bioretreatment surface area allowed.*

2.0 Calculate Percentage of Impervious Surface for Drainage Management Area (DMA)

2-1	Name of DMA:	4		
	For items 2-2 and 2-3, enter the areas in square feet for each type of surface within the DMA.			
	Type of Surface	Area of surface type within DMA (Sq. Ft)	Adjust Pervious Surface	Effective Impervious Area
2-2	Impervious surface	18,903	1.0	18,903
2-3	Pervious service	12,439	0.1	1,244
	Total DMA Area (square feet) =	31,342		
2-4	*Total Effective Impervious Area (EIA)*	20,147	Square feet	

3.0 Calculate Unit Basin Storage Volume in Inches

Table 5-2: Unit Basin Storage Volumes (in inches) for 80 Percent Capture Using 48-Hour Drawdowns

Applicable Rain Gauge	Mean Annual Precipitation (in)	Unit Basin Storage Volume (in) for Applicable Runoff Coefficient of 1.00
Oakland Airport	18.35	0.67
San Jose	14.4	0.56

3-1	*Unit basin storage volume from Table 5.2:*	0.56	Inches
	(The coefficient for this method is 1.00, due to the conversion of any landscaping to effective impervious area)		
3-2	*Adjusted unit basin storage volume:*	0.57	Inches
	(The unit basin storage volume is adjusted by applying the MAP adjustment factor.)		
3-3	*Required Capture Volume (in cubic feet):*	963	Cubic feet
	(the adjusted unit basin sizing volume [inches] is multiplied by the size of the DMA and converted to feet)		

4.0 Calculate the Duration of the Rain Event

4-1	Rainfall intensity	0.2	Inches per hour
4-2	Divide Item 3-2 by Item 4-1	2.87	Hours of Rain Event Duration

5.0 Preliminary Estimate of Surface Area of Treatment Measure

5-1	4% of DMA impervious surface	806	Square feet
5-2	Area 25% smaller than Item 5-1	604	Square feet
5-3	Volume of treated runoff for area in Item 5-2	722	Cubic feet (Item 5-2 * 5 inches per hour * 1/12 * Item 4-2)

6.0 Initial Adjustment of Depth of Surface Ponding Area

6-1	Subtract Item 5-3 from Item 3-3	241	Cubic feet (Amount of runoff to be stored in ponding area)
6-2	Divide Item 6-1 by Item 5-2	0.4	Feet (Depth of stored runoff in surface ponding area)
6-3	Convert Item 6-2 from ft to inches	4.8	Inches (Depth of stored runoff in surface ponding area)
6-4	If ponding depth in Item 6-3 meets your target depth, skip to Item 8-1. If not, continue to Step 7-1.		

7.0 Optimize Size of Treatment Measure

7-1	Enter an area larger or smaller than Item 5-2	569	Sq.ft. (enter larger area if you need less ponding depth; smaller for more depth.)
7-2	Volume of treated runoff for area in Item 7-1	680	Cubic feet (Item 7-1 * 5 inches per hour * 1/12 * Item 4-2)
7-3	Subtract Item 7-2 from Item 3-3	283	Cubic feet (Amount of runoff to be stored in ponding area)
7-4	Divide Item 7-3 by Item 7-1	0.50	Feet (Depth of stored runoff in surface ponding area)
7-5	Convert Item 7-4 from feet to inches	5.97	Inches (Depth of stored runoff in surface ponding area)
7-6	If the ponding depth in Item 7-5 meets target, stop here. If not, repeat Steps 7-1 through 7-5 until you obtain target depth.		

8.0 Surface Area of Treatment Measure for DMA

8-1	Final surface area of treatment*	569	Square feet (Either Item 5-2 or final amount in Item 7-1)

**Note: Check with the local jurisdiction as to its policy regarding the minimum bioretreatment surface area allowed.*

2.0 Calculate Percentage of Impervious Surface for Drainage Management Area (DMA)

2-1	Name of DMA:	5		
	For items 2-2 and 2-3, enter the areas in square feet for each type of surface within the DMA.			
	Type of Surface	Area of surface type within DMA (Sq. Ft)	Adjust Pervious Surface	Effective Impervious Area
2-2	Impervious surface	10,614	1.0	10,614
2-3	Pervious service	8,070	0.1	807
	Total DMA Area (square feet) =	18,684		
2-4	*Total Effective Impervious Area (EIA)*	11,421	Square feet	

3.0 Calculate Unit Basin Storage Volume in Inches

Table 5-2: Unit Basin Storage Volumes (in inches) for 80 Percent Capture Using 48-Hour Drawdowns

Applicable Rain Gauge	Mean Annual Precipitation (in)	Unit Basin Storage Volume (in) for Applicable Runoff Coefficient of 1.00
Oakland Airport	18.35	0.67
San Jose	14.4	0.56

3-1	*Unit basin storage volume from Table 5.2:*	0.56	Inches
	(The coefficient for this method is 1.00, due to the conversion of any landscaping to effective impervious area)		
3-2	*Adjusted unit basin storage volume:*	0.57	Inches
	(The unit basin storage volume is adjusted by applying the MAP adjustment factor.)		
3-3	*Required Capture Volume (in cubic feet):*	546	Cubic feet
	(the adjusted unit basin sizing volume [inches] is multiplied by the size of the DMA and converted to feet)		

4.0 Calculate the Duration of the Rain Event

4-1	Rainfall intensity	0.2	Inches per hour
4-2	Divide Item 3-2 by Item 4-1	2.87	Hours of Rain Event Duration

5.0 Preliminary Estimate of Surface Area of Treatment Measure

5-1	4% of DMA impervious surface	457	Square feet
5-2	Area 25% smaller than Item 5-1	343	Square feet
5-3	Volume of treated runoff for area in Item 5-2	409	Cubic feet (Item 5-2 * 5 inches per hour * 1/12 * Item 4-2)

6.0 Initial Adjustment of Depth of Surface Ponding Area

6-1	Subtract Item 5-3 from Item 3-3	136	Cubic feet (Amount of runoff to be stored in ponding area)
6-2	Divide Item 6-1 by Item 5-2	0.4	Feet (Depth of stored runoff in surface ponding area)
6-3	Convert Item 6-2 from ft to inches	4.8	Inches (Depth of stored runoff in surface ponding area)
6-4	If ponding depth in Item 6-3 meets your target depth, skip to Item 8-1. If not, continue to Step 7-1.		

7.0 Optimize Size of Treatment Measure

7-1	Enter an area larger or smaller than Item 5-2	323	Sq.ft. (enter larger area if you need less ponding depth; smaller for more depth.)
7-2	Volume of treated runoff for area in Item 7-1	386	Cubic feet (Item 7-1 * 5 inches per hour * 1/12 * Item 4-2)
7-3	Subtract Item 7-2 from Item 3-3	160	Cubic feet (Amount of runoff to be stored in ponding area)
7-4	Divide Item 7-3 by Item 7-1	0.50	Feet (Depth of stored runoff in surface ponding area)
7-5	Convert Item 7-4 from feet to inches	5.94	Inches (Depth of stored runoff in surface ponding area)
7-6	If the ponding depth in Item 7-5 meets target, stop here. If not, repeat Steps 7-1 through 7-5 until you obtain target depth.		

8.0 Surface Area of Treatment Measure for DMA

8-1	Final surface area of treatment*	323	Square feet (Either Item 5-2 or final amount in Item 7-1)

**Note: Check with the local jurisdiction as to its policy regarding the minimum bioretreatment surface area allowed.*

NOTE:

THE CALCULATIONS SHOWN ARE FOR THE MINIMUM TREATMENT PLANTER REQUIRED FOR STORM WATER QUALITY. PLANTERS MAY BE OVERSIZED WITH PONDING UP TO 1" DEEP TO MEET BAHM REQUIREMENTS

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STRUCTURAL	THORTON TOMASETTI
MECHANICAL	MEYERS+
PLUMBING	MEYERS+
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	COFFMAN
SOILS ENGINEER	CORNERSTONE

Title:
PRELIMINARY STORMWATER QUALITY CONTROL PLAN NOTES

Project Number:	A25108
Drawn by:	MS
Date:	06/06/2025
Revision:	
1ST SUBMITTAL	--/--/25
3RD SUBMITTAL	06/13/25
4TH SUBMITTAL	07/31/25

Sheet:

C5.1

ELECTRICAL LEGEND AND ABBREVIATIONS

EQUIPMENT NAMING LEGEND

1ST	NONE E S O U	NORMAL POWER EMERGENCY POWER LEGALLY REQUIRED STANDBY POWER OPTIONAL STANDBY POWER UPS POWER
2ND	L H DL DH DSL DSH MS MCC PDU PSG SS T ATS BUS RMC	PANELBOARD 120/208V PANELBOARD 277/480V DISTRIBUTION PANEL 120/208V DISTRIBUTION PANEL 277/480V SWITCHBOARD 120/208V SWITCHBOARD 277/480V MAIN SWITCHBOARD MOTOR CONTROL CENTER POWER DISTRIBUTION UNIT PRIMARY SWITCHGEAR SUBSTATION TRANSFORMER AUTOMATIC TRANSFER SWITCH BUS DUCT RESIDENTIAL METER CENTER
3RD	1	FLOOR LEVEL
4TH	W	WEST, EAST, NORTH OR SOUTH
5TH	A	FIRST ON FLOOR
6TH	2,4,6	CIRCUIT NUMBERS
EXAMPLE		E-1WA,2,4,6

FIRE ALARM LEGEND

F	FIRE ALARM SPEAKER - CEILING MOUNTED
F	FIRE ALARM SPEAKER - WALL MOUNTED
V	VISUAL ALARM - CEILING MOUNTED
V	VISUAL ALARM - WALL MOUNTED
FV	COMBINATION FIRE ALARM SPEAKER/VISUAL ALARM STROBE - CEILING MOUNTED
FV	COMBINATION FIRE ALARM SPEAKER/VISUAL ALARM STROBE - WALL MOUNTED
H	FIRE ALARM HORN - CEILING MOUNTED
H	FIRE ALARM HORN - WALL MOUNTED
H	COMBINATION FIRE ALARM HORN/VISUAL ALARM - CEILING MOUNTED
H	COMBINATION FIRE ALARM HORN/VISUAL ALARM - WALL MOUNTED
S	AREA SMOKE DETECTOR - CEILING MOUNTED
S CO	COMBINATION SMOKE/CO DETECTOR - CEILING MOUNTED
S	AREA SMOKE DETECTOR - WALL MOUNTED
S CO	COMBINATION SMOKE/CO DETECTOR - WALL MOUNTED
S D	SMOKE DETECTOR - DUCT MOUNTED
S DS	SMOKE DETECTOR - DUCT MOUNTED - SUPPLY
S DR	SMOKE DETECTOR - DUCT MOUNTED - RETURN
S B	SMOKE DETECTOR - BEAM TYPE
S	VESDA SMOKE DETECTOR - WALL MOUNTED
H	HEAT DETECTOR - CEILING MOUNTED
T	FIRE SERVICE ELEVATOR TEMPERATURE SENSOR
CO	CO DETECTOR
MS	MANUAL PULL STATION
T	TAMPER SWITCH
W	WATER OR SPRINKLER FLOW SWITCH
V	SPRINKLER VALVE TAMPER SWITCH
K	KITCHEN HOOD FIRE SUPPRESSION SYSTEM
C	CLEAN AGENT FIRE SUPPRESSION SYSTEM
H	MAGNETIC DOOR HOLDER
L	ELECTRIC DOOR LOCK
F	FAN CONTROL
D	DAMPER CONTROL
P	STAIRWELL EMERGENCY TELEPHONE
E	ELEVATOR LOBBY 2-WAY TELEPHONE
FSD	FIRE/SMOKE DAMPER
SD	SMOKE DAMPER
FASP	FIRE ALARM SATELLITE PANEL
FACP	FIRE ALARM CONTROL PANEL
FATC	FIRE ALARM TERMINAL CABINET
FARA	FIRE ALARM REMOTE ANNUNCIATOR
VACP	VOICE ALARM COMMUNICATION PANEL
VASP	VOICE ALARM SATELLITE PANEL
FDCP	FAN/DAMPER CONTROL PANEL
FPSP	FIRE PUMP STATUS PANEL
GSP	GENERATOR STATUS PANEL
ESP	ELEVATOR STATUS PANEL
FSAL	FIRE SERVICE ACCESS ELEVATOR STATUS PANEL
FCP	FIRE DEPARTMENT COMMUNICATION PANEL

POWER LEGEND

	ELECTRICAL EQUIPMENT, SIZE APPROXIMATELY AS SHOWN, FRONT SHOWN DOUBLE LINE
	SURFACE MOUNTED PANEL, SIZE APPROXIMATELY AS SHOWN
	RECESSED MOUNTED PANEL, SIZE APPROXIMATELY AS SHOWN
	BUS DUCT RISER WITH PLUG-IN UNIT
	HORIZONTAL BUS DUCT
CTB	CABLE TAP BOX
	TRANSFORMER STEP DOWN TYPE
G	GENERATOR
	TRANSFER SWITCH
	DISCONNECT SWITCH
	DISCONNECT SWITCH WITH FUSE
	MOTOR STARTER
	COMBINED MOTOR STARTER/DISCONNECT SWITCH
VFD	VARIABLE FREQUENCY DRIVE
VFDF	COMBINED VARIABLE FREQUENCY DRIVE/DISCONNECT SWITCH
$MD	MOTORIZED DOOR OR GRILLE CONTROLLER (FBO)
$MS	MOTORIZED SHADE CONTROLLER (FBO)
$FS	FAN SPEED CONTROLLER (FBO)
$PS	PROJECTION SCREEN CONTROLLER (FBO)
$T	THERMAL OVERLOAD/DISCONNECT SWITCH
EPO	EMERGENCY POWER OFF SWITCH
G	GROUND BUS
MGB	MAIN GROUND BUS
TMGB	TELECOM MAIN GROUND BUS
	GROUND ROD
M	MOTOR CONNECTION
J	JUNCTION BOX CEILING MOUNTED
J	JUNCTION BOX WALL MOUNTED
	PULL BOX
	SPLICE BOX
	CIRCUIT BREAKER
	FUSED SWITCH
	SWITCH
	DRAWOUT CIRCUIT BREAKER
	DRAWOUT FUSED SWITCH
	VACUUM CIRCUIT BREAKER
M	UTILITY METER WITH CT's
EM W	ELECTRONIC METERING
	NORMALLY OPEN CONTACT
	NORMALLY CLOSED CONTACT
TB	TELECOM BACKBOARD
R	RELAY WITH COIL DE-ENERGIZED
	TRANSFORMER
K	KIRK KEY INTERLOCK
AC 1	EQUIPMENT TAG, REFER TO EQUIPMENT CONNECTION SCHEDULE.
AC-3 1-1B1|20,22	EQUIPMENT TAG POWER SOURCE

WIRING DEVICE LEGEND

	SIMPLEX RECEPTACLE - 125V, 15A
	DUPLEX RECEPTACLE - 125V, 15A
	DUPLEX RECEPTACLE SPLIT WIRED - 125V, 15A
	DUPLEX RECEPTACLE - 125V, 20A
	TWIN DUPLEX RECEPTACLE - 125V, 15A
	SPECIAL PURPOSE RECEPTACLE RATING AS SHOWN OR SCHEDULED
	CLOCK STYLE RECEPTACLE - 125V, 15A
	WIRED FURNITURE SYSTEM POWER CONNECTION
	PUSHBUTTON
B	BUZZER
B	BELL
	POWER PLUG STRIP LENGTH APPROXIMATELY AS SHOWN
	POWER AND TELECOM PLUG STRIP LENGTH APPROXIMATELY AS SHOWN
	TELECOM OUTLET
	WIRED FURNITURE SYSTEM TELECOM CONNECTION
TV	TELEVISION OUTLET

LINE VOLTAGE CONTROLS

$	SINGLE POLE SWITCH
$D	DIMMER SWITCH
$F	TRANSFER FAN SWITCH
$I	ILLUMINATED HANDLE SWITCH
$K	KEY SWITCH
$OS	OCCUPANCY SENSOR SWITCH
$P	PILOT LIGHT SWITCH
$3	THREE WAY SWITCH
$TS	TIMER SWITCH
$VS	VACANCY SENSOR SWITCH

PROGRAMMABLE LIGHTING CONTROLS

$LV	LOW VOLTAGE SWITCH
D	DIMMER SWITCH - PROVIDE 1 DIMMER SWITCH PER ZONE INDICATED ON PLAN
OS	CEILING MOUNTED OCCUPANCY SENSOR
OSW	WALL MOUNTED SWITCH WITH INTEGRAL OCCUPANCY SENSOR
VS	VACANCY SENSOR
PC	PHOTOCELL
GS	GRAPHICAL SCREEN CONTROLLER
MS	MULTI-BUTTON PRESET SCENE CONTROLLER WITH MASTER RAISE/LOWER, #INDICATES QTY OF SCENE BUTTONS

SUBSCRIPT KEY

AC	ABOVE COUNTER
CM	CEILING MOUNTED
FRE	FREEZER
GFI	GROUND FAULT INTERRUPTER
GD	GARBAGE DISPOSAL
IG	ISOLATED GROUND
L	WITH LOCKABLE COVER
MW	MICROWAVE
PROJ	PROJECTOR
PS	PROJECTOR SCREEN
REF	REFRIGERATOR
USB	WITH DUAL USB CHARGING PORTS
WP	WEATHERPROOF

INDICATES 50% OF POWER OUTLETS IN = DEVICE PERMANENTLY LABELED AS "CONTROLLED" AND CONNECTED TO CIRCUIT WITH AUTOMATIC SHUTOFF

INDICATES 100% OF POWER OUTLETS IN = DEVICE PERMANENTLY LABELED AS "CONTROLLED" AND CONNECTED TO CIRCUIT WITH AUTOMATIC SHUTOFF

FLOOR BOX LEGEND

	POKE THROUGH PEDESTAL
	DUPLEX RECEPTACLE - 125V, 15A
	DUPLEX RECEPTACLE - 125V, 20A
	TWIN DUPLEX RECEPTACLE - 125V, 15A
V	SPECIAL PURPOSE RECEPTACLE RATING AS INDICATED
	COMBINED DUPLEX RECEPTACLE AND TELECOM - 125V, 15A
	COMBINED TWIN DUPLEX RECEPTACLE AND TELECOM OUTLET - 125V, 15A
	TELECOM OUTLET
	WIRED FURNITURE SYSTEM POWER CONNECTION
	WIRED FURNITURE SYSTEM TELECOM CONNECTION
	POKE THROUGH RECESSED FLUSH
	DEVICE KEY SIMILAR TO PEDESTAL TYPE
	RECESSED FLUSH
	DUPLEX RECEPTACLE - 125V, 15A
	DUPLEX RECEPTACLE SPLIT WIRED - 125V, 20A
	DUPLEX RECEPTACLE - 125V, 20A
	TWIN DUPLEX RECEPTACLES - 125V, 15A
	COMBINED DUPLEX RECEPTACLE/TELECOM - 125V, 15A
	COMBINED TWIN DUPLEX RECEPTACLE/TELECOM - 125V, 15A
	TELECOM OUTLET
	DIRECT WIRING TO FURNITURE
	RAISED ACCESS FLOOR BOX
	DEVICE KEY SIMILAR TO RECESSED FLUSH TYPE

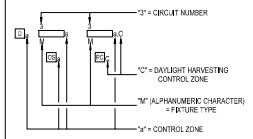
ABBREVIATIONS LEGEND

A	AMPERES
AFF	ABOVE FINISHED FLOOR
AFAS	AMPERE RATING OF FUSE/SWITCH
ATAF	AMPERE RATING OF CIRCUIT BREAKER TRIP/FRAME
A/V	AUDIO/VISUAL
BMS	BUILDING MANAGEMENT SYSTEM
C	CONDUIT
DW	DISHWASHER
(E)	EXISTING TO REMAIN
EC	EMPTY CONDUIT
ECC	ENGINEERING CONTROL CENTER
ELEV	ELEVATOR
EMT	ELECTRICAL METALLIC TUBING
(F)	FUTURE
FBO	FURNISHED BY OTHERS
FCC	FIRE CONTROL CENTER
GFI	GROUND FAULT INTERRUPTER
G	GROUND
IG	ISOLATED GROUND
MCP	MOTOR CIRCUIT PROTECTOR
MIC	MINERAL INSULATED CABLE
(N)	NEW
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
NTS	NOT TO SCALE
OV	OVEN
PVC	POLYVINYL CHLORIDE CONDUIT
(R)	RELOCATE EXISTING
RAC	RIGID ALUMINUM CONDUIT
RNG	RANGE
RSC	RIGID STEEL CONDUIT
SCC	SECURITY CONTROL CENTER
TEL	TELECOMMUNICATIONS
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
V	VOLTS
VCB	VACUUM CIRCUIT BREAKER
W/D	WASHER/DRYER
WP	WEATHERPROOF
(X)	EXISTING TO BE DEMOLISHED
XP	EXPLOSION PROOF

LIGHTING LEGEND

	CEILING MOUNTED DOWNLIGHT FIXTURE
	WALL MOUNTED LIGHTING FIXTURE
	CEILING MOUNTED LIGHTING FIXTURE SIZE APPROXIMATELY AS SHOWN
	WALL MOUNTED LIGHTING FIXTURE SIZE APPROXIMATELY AS SHOWN
EM / EM	LIGHTING FIXTURE CONNECTED TO EMERGENCY POWER SYSTEM
	CONTINUOUS ROW LIGHTING FIXTURE CEILING MOUNTED
	ADJUSTABLE OR WALL WASH LIGHTING FIXTURE CEILING MOUNTED
	POLE MOUNTED LIGHTING FIXTURE
2 a	LIGHTING FIXTURE SUBSCRIPTS NUMBER INDICATES PANELBOARD CIRCUIT LETTER INDICATES SWITCH/ZONE CONTROL
	LIGHTING TRACK OR STRING WITH FIXTURES LENGTH APPROXIMATELY AS SHOWN
	WALL MOUNTED EMERGENCY BATTERY PACK LIGHT
	CEILING MOUNTED EMERGENCY BATTERY PACK LIGHT
	WALL MOUNTED EXIT SIGN
	CEILING MOUNTED EXIT SIGN
a	RECESSED WALL MOUNTED EXIT SIGN
p	PENDANT MOUNTED EXIT SIGN
L	LOW LEVEL EXIT SIGN RECESSED IN WALL

LIGHTING & CONTROL DEVICE SUBSCRIPT LEGEND



NOTE: OCCUPANCY SENSOR TYPICALLY CONTROLS ALL LIGHTS IN ROOM UON.

CONTROL ZONE SUBSCRIPT KEY

a-z	=	ZONE CONTROLLED BY MANUAL DEVICES AND OCCUPANCY SENSORS INDICATED
A-Z	=	DAYLIGHT HARVESTING ZONE CONTROLLED BY PHOTO CELL INDICATED

RACEWAY LEGEND

	CONDUIT CONCEALED WITHIN WALL OR CEILING SPACE
	CONDUIT CONCEALED BELOW GRADE OR EMBEDDED IN FLOOR SLAB
	CONDUIT UP
	CONDUIT DOWN
	CONDUIT STUB WITH BUSHING
	CONDUIT STUB WITH CAP
AV	AUDIO/VISUAL SYSTEM RACEWAY
CT	CABLE TRAY
TV	CABLE TELEVISION SYSTEM RACEWAY
FA	FIRE ALARM SYSTEM RACEWAY
G	GROUNDING SYSTEM RACEWAY
MI	MINERAL INSULATED CABLE
2H	2 HOUR RATED CABLE IN CONDUIT
S	SECURITY SYSTEM RACEWAY
T	TELECOM SYSTEM RACEWAY
	CONDUIT HOMERUN
	GROUNDING CONDUCTOR PHASE CONDUCTORS NEUTRAL CONDUCTOR ISOLATED GROUNDING CONDUCTOR

SHEET LIST

E0.1	ELECTRICAL LEGEND AND ABBREVIATIONS
E0.2	ELECTRICAL SCHEDULES
E6.1	ELECTRICAL PHOTOMETRICS SITE PLAN

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CIVIL	KIER & WRIGHT
STRUCTURAL	-
MECHANICAL	MEYERS+
PLUMBING	MEYERS+
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	-
SOILS ENGINEER	-

Title: ELECTRICAL LEGEND AND ABBREVIATIONS

Project Number: 25027
Drawn by: AB
Date: 04/23/2025
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100% SD 06/06/2025

Sheet: E0.1

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LIGHTING CONTROL SCHEDULE

AREA	MULTI-LEVEL CONTROL	DAYLIGHTING ZONE CONTROL	AREA CONTROL	AUTO OFF CONTROLS	DEMAND RESPONSIVE CONTROLS	ACCEPTANCE TESTING & CERTIFICATION	NOTES
CORRIDORS AND CIRCULATION	YES, IF CONNECTED LOAD IS GREATER THAN 0.5 W/SF	YES, PHOTOCELL CONTROL IF WITHIN DAYLIT ZONES	DIMMING SYSTEM IF GREATER THAN 0.5 W/SF	OCCUPANCY SENSOR	DEMAND RESPONSIVE CONTROLS. PROGRAMMABLE AND ADDRESSABLE CONTROL SYSTEM.	YES	
EGRESS STAIRS AND VESTIBULES	YES	NO	OCCUPANCY SENSOR	OCCUPANCY SENSOR	NO	NO	50% OF LIGHTING IS CONTROLLED BY OCCUPANCY SENSOR
ELECTRICAL ROOMS	NO	NO	LINE VOLTAGE SWITCH	NO	NO	NO	
MECHANICAL AND PLUMBING EQUIPMENT ROOMS GREATER THAN 100 SQUARE FEET	YES, IF CONNECTED LOAD IS GREATER THAN 0.5 W/SF	NO	DIMMING IF SKYLIGHT LESS THAN 0.5 W/SF	OCCUPANCY SENSOR	DEMAND RESPONSIVE CONTROLS. PROGRAMMABLE AND ADDRESSABLE CONTROL SYSTEM.	YES	
MECHANICAL AND PLUMBING EQUIPMENT ROOMS LESS THAN 100 SQUARE FEET	NO	NO	OCCUPANCY SENSOR	NO	NO	NO	
STORAGE ROOMS	YES, IF CONNECTED LOAD IS GREATER THAN 0.5 W/SF	NO	DIMMING IF GREATER THAN 0.5 W/SF	OCCUPANCY SENSOR	DEMAND RESPONSIVE CONTROLS. PROGRAMMABLE AND ADDRESSABLE CONTROL SYSTEM.	YES	
ROOF PENTHOUSE	NO	YES, PHOTO CELL CONTROL	LINE VOLTAGE SWITCH	TIMECLOCK, PHOTOCELL	NO	NO	
EXTERIOR AND FAÇADE LIGHTING	YES, PRE-SET (SCENE) DIMMING	YES, PHOTOCELL CONTROL	DIMMING SYSTEM	TIME CLOCK	DEMAND RESPONSIVE CONTROLS. PROGRAMMABLE AND ADDRESSABLE CONTROL SYSTEM.	YES	PROVIDE INTEGRAL OCCUPANCY SENSOR FOR ALL FIXTURES MOUNTED LESS THAN 24'-0" ABOVE GRADE

EQUIPMENT CONNECTION SCHEDULE

DESIGNATION	KVA	FLA	MCA	HP	VOLTS	PHASE	POWER SOURCE	BRANCH WIRING	CONNECTION TYPE	DISCONNECT SIZE	NOTES
EF-1				5	480	3	DH-1A	2#3, 1#12G, 3/4"C	M	20 A	
EF-2				5	480	3	DH-1A	2#3, 1#12G, 3/4"C	M	20 A	
EF-3				5	480	3	DH-1A	2#3, 1#12G, 3/4"C	M	20 A	
EF-4				0.5	120	1	EL-1A	2#12, 1#12G, 0.5"C	FR	20 A	
EF-5				0.5	120	1	EL-1A	2#12, 1#12G, 0.5"C	FR	20 A	
EHH-1	1				208	1	L-1A	2#12, 1#12G, 0.5"C	HK	20 A	
FP-1				125	480	3	SEE RISER				
JP-1				2	480	3	EH-1A	2#3	M	30 A	

MOTOR CONNECTION TYPES

TYPE	DESCRIPTION
DP	DUPLEX PUMP SYSTEM WITH CONTROLLER FURNISHED BY OTHERS.
TP	TRIPLEX PUMP SYSTEM WITH CONTROLLER FURNISHED BY OTHERS
FR	FRACTIONAL HORSEPOWER SINGLE PHASE MOTOR WITH THERMAL OVERLOAD SWITCH BY ELECTRICAL
M	MOTOR STARTER PROVIDED BY ELECTRICAL
SPC	SINGLE POINT CONNECTION
VFD	VARIABLE FREQUENCY DRIVE FURNISHED BY MECHANICAL

SITE LIGHTING FIXTURE SCHEDULE

TYPE	FIXTURE DESCRIPTION	DRIVER	LAMPS	INPUT WATTS	VOLTS	MANUFACTURER AND MODEL NUMBER	NOTES
S1	POLE MOUNTED DUAL HEAD LED FIXTURE AT 25', WITH BUILT-IN MOTION SENSOR.	INTEGRAL	LED	104	277	MFG: U.S. ARCHITECTURAL LIGHTING SPEC: (2) RZR M PLED IV 48LED 870MA 40K UNV 2.180 8019-T MS-F311 WITH US ARCHITECTURAL POLE # SNT S 164-11 2-180 RAL 8019-S	
S2	POLE MOUNTED SINGLE HEAD LED FIXTURE AT 25', WITH BUILT-IN MOTION SENSOR.	INTEGRAL	LED	52	277	MFG: U.S. ARCHITECTURAL LIGHTING SPEC: RZR M PLED IV 48LED 870MA 40K UNV 1 80197 MS-F311 WITH U.S ARCHITECTURAL POLE # SNT S 164-11 1-90 RAL 8019-S)	
W1	WALL MOUNTED LED FIXTURE AT 12', WITH BUILT IN MOTION SENSOR	INTEGRAL	LED	65	277	MFG: U.S. ARCHITECTURAL LIGHTING SPEC: RZR WM3 PLED IV FD W 60 LED 350MA 40K VOLTS RAL 8019-T MS-F311	
W2	WALL MOUNTED LED FIXTURE AT 12', WITH BUILT IN MOTION SENSOR	INTEGRAL	LED	65	277	MFG: U.S. ARCHITECTURAL LIGHTING SPEC: RZR WM3 PLED IV FT 60 LED 350MA 40K VOLTS RAL 8019-T MS-F311	

BACK OF HOUSE LIGHTING FIXTURE SCHEDULE

TYPE	FIXTURE DESCRIPTION	BALLAST/ DRIVER	LAMPS		INPUT WATTS	VOLTS	MANUFACTURER AND MODEL NUMBER	NOTES
M1	LED LOW PROFILE CURVED-BASKET WRAPAROUND FIXTURE.	0-10VDRIVER	LED 4000K	3945LUMENS	35	277	ILP-FNW4-40-40-01	BACK OF HOUSE CORRIDORS
			LED. 4000K	NOMINAL 4253LUMENS	32.4		LITHONIA#LBL4 4000LM 80CRI 40K MVOLT 10 GZT MVOLT	
			LED. 4000K	NOMINAL 3972LUMENS	29		COLUMBIA RLW4-40MW-F-AW-EDU	
			LED 4000K	NOMINAL 5947LUMENS	42.3		HE WILLIAMS 17 4 L55/840 AF DIM UNV	
			LED 4000K				OR EQUAL	
M2	LED STRIP LIGHT WITH NOMINAL 48-INCH HOUSING AND FROSTED ACRYLIC LENS. SURFACE MOUNT OR CHAIN HANG PER ARCHITECTS INSTRUCTIONS. WHITE FINISH HOUSING.	0-10VDRIVER	LED 90CRI 3500K	3031LUMENS	21.1	277	METALUX 4SNX-333L-FDL-UNV-840-CD-1-U / AYCDCHAINSET-U	EQUIPMENT ROOMS (DRY, NON PLENUM)
			LED 90CRI 3500K	3999LUMENS	29		LITHONIA#ZL1N-L48-3000LM-FST-MVOLT-35K-90CRI-WH CHAIN HANGER - HC36 M12	
			LED 90CRI 3500K	3999LUMENS	27		COLUMBIA MPS48-35WI-CW-EDU	
			LED 83CRI 3500K	3071LUMENS	19.7		HE WILLIAMS 7SS-4-L30/835-DIM-UNV	
			LED 83CRI 3500K	4450LUMENS	35		DECO LTG. # DACH-LED-4-35-35-U-S-D-0-W-90CRI	
M4	SURFACE MOUNTED LED WALL PACK FIXTURE. UL LISTED FOR WET LOCATIONS. DIE-CAST ALUMINUM HOUSING WITH STAINLESS STEEL HARDWARE. TEMPERED FLAT GLASS LENS AND SILICON GASKETS.	ELECTRONIC	LED 70CRI 5000K	2220LUMENS	20	277	RAYON T835LED-20-UNV-50-T-4-BZ	ROOF MECHANICAL AREA
			LED 70CRI 5000K	2115LUMENS	19		LITHONIA DSXW1LED-10C-530MA-50K-T4M-MVOLT	
			LED 83CRI 5000K	1500LUMENS	17		HUBBELL LNC-7LU-4K-3-X	
			LED 80CRI 5000K	1490LUMENS	28		HE WILLIAMS WPS2-L26/850 DIM UNV	
			LED 80CRI 5000K	1321LUMENS	12		ENVOY ELEDWPCA 12W-5K	
M4A	SURFACE MOUNTED LED WALL PACK FIXTURE. UL LISTED FOR WET LOCATIONS. DIE-CAST ALUMINUM HOUSING WITH STAINLESS STEEL HARDWARE. TEMPERED FLAT GLASS LENS AND SILICON GASKETS. PROVIDE EMERGENCY BATTERY PACK.	ELECTRONIC	LED 70CRI 5000K	2220LUMENS	20	277	RAYON T835LED-20-UNV-50-T-4-BZ-EM	SERVICE YARD
			LED 70CRI 5000K	2128LUMENS	19		LITHONIA DSXW1LED-10C-530MA-50K-T4M-MVOLT	
			LED 83CRI 5000K	1500LUMENS	17		Hubbell LNC-7LU-4K-3-X	
			LED 80CRI 5000K	1490LUMENS	28		HE WILLIAMS WPS2-L26/850 DIM UNV	
			LED 80CRI 5000K	1321LUMENS	12		ENVOY ELEDWPCA 12W-5K	
M7	LED WALL/CEILING MTD GASKETED LENSED FIXTURE, WET LOCATION	ELECTRONIC	LED 3500K	4845LUMENS	40	120/277	NULITE INT-4-FP-50-L40-U-D	PLENUM/WET LOCATION EQUIPMENT ROOMS, FIREFIGHTER'S ELEVATOR SHAFT LIGHTING
			LED 3500K	3569LUMENS	30		DECO/CLU ILLUMINA DS100 LCE 4 HT VLO WT 40 120-277	
			LED 3500K	3700-4100LUMENS	36		COLUMBIA LXEP4 40LW DFA EDJ	
			LED 3500K	5118LUMENS	34.7		HE WILLIAMS 97 4 L50/835 FR WET/I DIM UNV	
			LED 3500K	3480LUMENS	35		DECO LTG. DWH-LED-4-35-35-UNV-DIM-MB	
EXIT - INTERIOR	UNIVERSAL MOUNTED THIN PROFILE GREEN LED EDGELIT EXIT SIGN. COORDINATED MOUNTING HEIGHT WITH ARCH. DWGS. BRUSHED ALUMINUM HOUSING.	ELECTRONIC	GREEN LED		3	120-277	EXITRONIX SX03-L-S-R-GM-AS	INTERIOR
			GREEN LED		2		LITHONIA# EDG 2 GMR	
			GREEN LED		2		DUALLITE LECDG -N	
			GREEN LED		2		HE WILLIAMS EXITEL-**-G-MP-AR-AC-D	
			GREEN LED		3		ASTRALITE #ELX-UNI/RC-1/2-GOGW-BA-AC	
EXIT - EXTERIOR	LED WET LABEL EXIT SIGN. CAST ALUMINUM OR STAINLESS STEEL SURFACE, CONTRACTOR TO COORDINATE DIRECTIONAL INDICATOR REQUIREMENTS BASED ON REQUIREMENT. GREEN LETTERS, ALUMINUM ON BLACK FINISH, WET LISTED.	ELECTRONIC	GREEN LED		3	120-277	EXITRONIX NAALB-G-1-B	EXTERIOR
			GREEN LED		2		LITHONIA LVS-XX-X-G-120/277-LM-4X	
			GREEN LED		2		DUALLITE SEWLDGW	
			GREEN LED		2.7		HE WILLIAMS EXIT.WET./CP.**-BLK-AC-D	
			GREEN LED		3		ASTRALITE # TP (CEILING/WALL/ENDMOUNT) VRS-4X-AC	

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Consultants:

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MECHANICAL	MEYERS+
PLUMBING	MEYERS+
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	-
SOILS ENGINEER	-

Title: ELECTRICAL SCHEDULES

Project Number: 25027
Drawn by: AB
Date: 04/23/2025
Revision:
100% SD 06/06/2025

Sheet: E0.2

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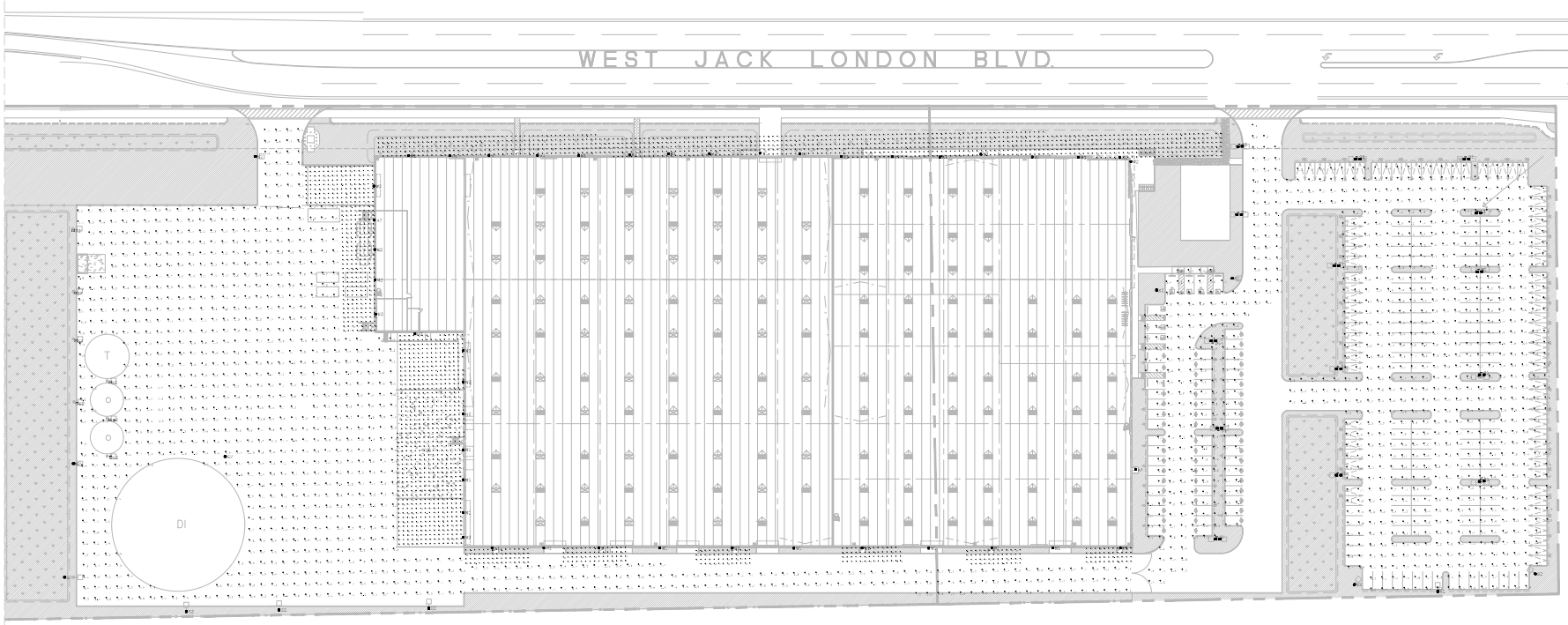

1 SITE PLAN
SCALE: 1" = 40'-0"

LUMINAIRE SCHEDULE

SYMBOL	QTY	LABEL	Arrangement	TOTAL LAMP LUMENS	LLF	DESCRIPTION
	14	S1	GROUP	N.A.	0.900	PZR M PLED IV FT 48LED Twin
	20	S2	SINGLE	N.A.	0.900	RZR-S-PLED-IV-FT-120LED-875mA-40K-HS
	29	W1	SINGLE	N.A.	0.900	RZR-WM3-PLED-III-W-60LED-350mA-40K-HS
	14	W2	SINGLE	N.A.	0.900	RZR-WM3-PLED-IV-FT-60LED-350mA-40K

CALCULATION SUMMARY

LABEL	CALCTYPE	UNITS	AVG	MAX	MIN	AVG/MIN	MAX/MIN
DRIVEWAY	ILLUMINANCE	FC	1.99	4.3	1.1	1.81	3.91
LOADING BAYS 1	ILLUMINANCE	FC	1.91	4.3	0.4	4.78	10.75
LOADING BAYS 2	ILLUMINANCE	FC	3.33	5.9	1.9	1.75	3.11
LOADING BAYS 3	ILLUMINANCE	FC	3.32	4.7	2.1	1.58	2.24
LOADING BAYS 4	ILLUMINANCE	FC	2.52	3.9	0.5	5.04	7.80
PARKING	ILLUMINANCE	FC	1.87	7.8	0.4	4.68	19.50
SERVICE YARD	ILLUMINANCE	FC	4.37	11.5	0.9	4.86	12.78

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Consultants:

CIVIL	KIER & WRIGHT
STRUCTURAL	-
MECHANICAL	MEYERS+
PLUMBING	MEYERS+
ELECTRICAL	MEYERS+
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	-
SOILS ENGINEER	-

Title: ELECTRICAL PHOTOMETRICS SITE PLAN

Project Number: 25027
Drawn by: AB
Date: 04/23/2025
Revision:
100% SD 06/06/2025

Sheet: E6.1

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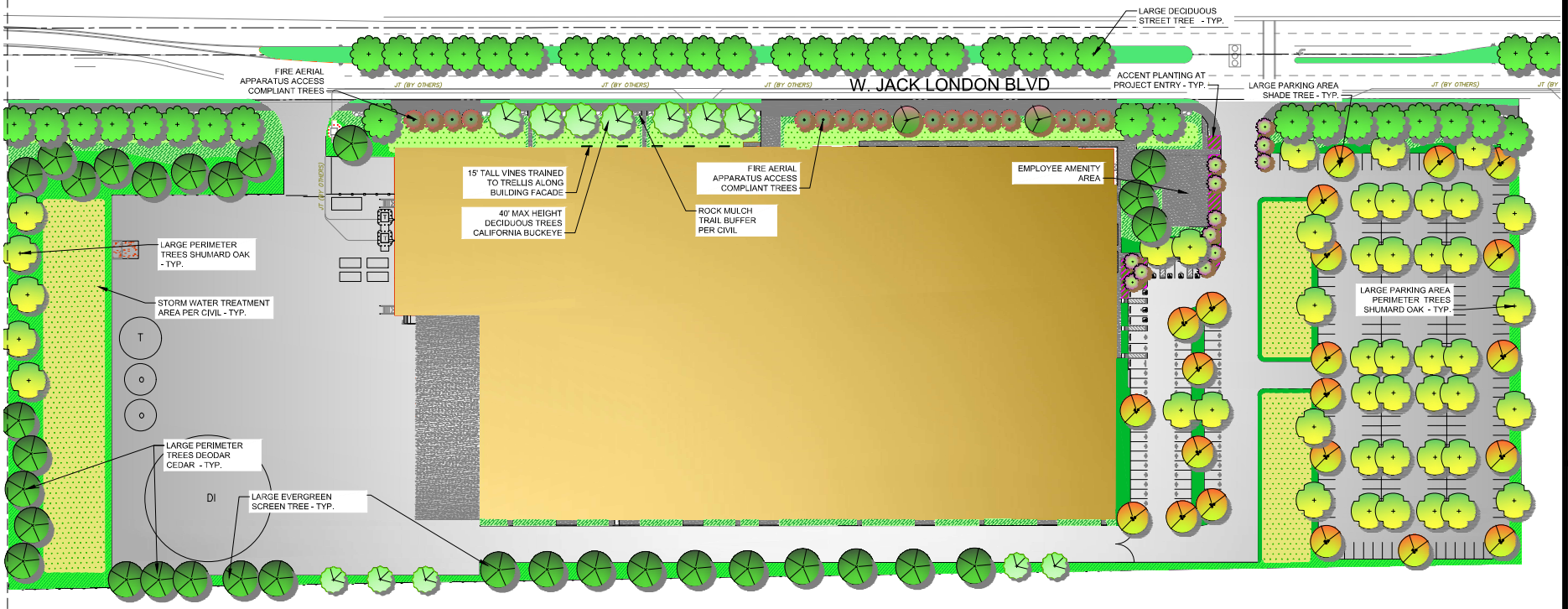

PLANT LIST MEDIAN / PARKWAY

NOTE: FINAL PLANT LIST TO BE DETERMINED UPON RESULTS OF SOIL SUITABILITY ANALYSIS

NATIVE "N" POLLINATOR "P"	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
	TREES				
N	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	24" BOX	M	60' X 35'
	LOW GROWING SHRUBS / GRASSES / OR GRASS LIKE				
P	DIETES IRIDIOIDES	FORT NIGHT LILY	5 GAL.	L	3' X 3'
P	ROSA "WHITE CARPET ROSE"	WHITE CARPET ROSE	2 GAL.	M	1' X 3'
P	ROSA 'MEIDILAND RED''	MEIDILAND ROSE	2 GAL.	M	3' X 3'
P	COTONEASTER 'LOWFAST''	BEARBERRY COTONEASTER	1 GAL.	L	1' X 5'
	LOMANDRA 'LOMLOM'	LIME TUFF LOMANDRA	5 GAL	L	3' X 3'

LANDSCAPE CALCULATIONS

TOTAL SITE AREA: 647,849 s.f.
TOTAL BUILDING PAD AREA = 225,618 S.F.
SITE AREA LANDSCAPE REQUIRED EQUAL TO 5% OF BLDG. PAD AREA = 11,280 S.F.
SITE AREA LANDSCAPE PROVIDED: 74,523 S.F.
(not including stormwater treatment areas)
PERIMETER LANDSCAPE REQUIRED 5' WIDE (PROVIDED)
TOTAL PARKING AREA = 122,408 S.F.
PARKING AREA LANDSCAPE REQUIRED 16% OF PARKING AREA = 19,585 S.F.
PARKING LOT AREA LANDSCAPE PROVIDED = 22,053 S.F. (18%)
PARKING SPACES PROVIDED = 289
PARKING AREA TREES REQUIRED 1/6 SPACES = 45
PARKING AREA TREES PROVIDED = 57

NOTE:
MAINTAIN 3' CLEAR AROUND ALL FIRE HYDRANTS.
PLANTS SHALL BE PLANTED 3' PLUS THE RADIUS OF MATURE HABIT AWAY FROM HYDRANTS.

WATER EFFICIENT LANDSCAPE REQUIREMENTS

ALL IRRIGATION PERMANENT SHALL BE AUTOMATIC TIMER CONTROLLED, PERMANENTLY IRRIGATED
SHRUBS AND TREES SHALL BE DRIPBUBBLER IRRIGATED.
AUTOMATIC CONTROLLER ET DATA, REPEAT CYCLING
IRRIGATION ZONES PER PLANT WATER REQUIREMENTS
RAIN SENSORTO BE SPECIFIED
SLOPES LESS THAN 9' IN HEIGHT
SOIL AMENDMENTS TO BE INCORPORATED
PLANTER SURFACE AREAS TO BE MULCHED
WATER USAGE TO MEET STATE WATER EFFICIENT LANDSCAPE STANDARD

NOTE:
LANDSCAPED AREAS BORDERING VEHICLE AREAS ARE SEPARATED BY A SIX-INCH CURB
SEE CIVIL PLANS

REPAIR

ALL EXISTING AND OR NEW LANDSCAPE SHALL BE PROTECTED DURING CONSTRUCTION. THE CONTRACTOR OR THE OWNER WILL BE RESPONSIBLE FOR REPAIR AND/OR REPLACEMENT OF LANDSCAPING IMPROVEMENTS DAMAGED BY CONTRACTORS.

MAINTENANCE

1. ALL LANDSCAPING SHALL BE MAINTAINED IN A NEAT, CLEAN, AND HEALTHY CONDITION. THIS SHALL INCLUDE PROPER PRUNING, MOWING OF LAWNS, WEEDING, REMOVAL OF LITTER, FERTILIZING, REPLACEMENT OF PLANTS WHEN NECESSARY, AND THE REGULAR WATERING OF ALL PLANTINGS
2. LOT OWNERS SHALL REQUIRE SIXTY (60) DAY-0CONTRACTOR-MAINTENANCDE CLAUSE IN ALL LANDSCAPING CONTRACTS
3. LOT OWNERS SHALL REQUIRE A ONE (1) YEAR CONTRACTOR GUARANTEE ON TREE WATERING AND IRRIGATION EQUIPMENT IN ALL LANDSCAPE CONTRACTS

LANDSCAPE LEGEND

- LARGE EVERGREEN TREE - BRISBANE BOX
- DECIDUOUS STREET TREE - CA. SYCAMORE
- FIRE AERIAL APPARATUS COMPLIANT TREE - HARDY RED OLEANDER STD TRUNK
- LARGE DECIDUOUS SHADE TREE: CHINESE PISTACHE AND SUNBURST HONEY LOCUST AND SHUMARD OAK
- MEDIUM DECIDUOUS FRONTAGE TREE: DESERT WILLOW
- MEDIUM TALL 40' MAX. DECIDUOUS TREE
- LARGE SHRUB OR SMALL TREE
- FLOWERING ACCENT TREE - NATCHEZ CRAPE MYRTLE
- LOW TO MEDIUM SHRUBS FLOWERING w/ ACCENT PERENNIALS & GRASSES
- LOW PLANTING 1' - 4' TALL
- PROJECT ACCENT PLANTING FLOWERING SHRUBS & GROUND-COVERS, PERENNIAL ACCENT
- SCREEN PLANTING TALL SCREEN SHRUBS 8' +
- BIO-RETENTION - BIOINFILTRATION SOD PER DELTA BLUEGRASS CO
- BIO-RETENTION - NATIVE SEED MIX
- MEDIAN / PARKWAY STRIP LANDSCAPE LOW GROWING SHRUBS AND GRASSES WITH BARK MULCH SEE PLANT LIST LEFT

PLANT LIST

NOTE: FINAL PLANT LIST TO BE DETERMINED UPON RESULTS OF SOIL SUITABILITY ANALYSIS

NATIVE "N" POLLINATOR "P"	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
	TREES				
	OLEA EUROPAEA 'SWAN HILL'	FRUITLESS OLIVE	24" BOX	L	20' X 25'
P	PISTACIA C. 'KEITH DAVEY'	CHINESE PISTACHE	24" BOX	L	50' X 40'
P	GLEDITSIA TRIACANTHOS	SUNBURST HONEY LOCUST	24" BOX	L	40' X 40'
P	LAGERSTROEMIA X 'NATCHEZ'	NATCHEZ CRAPE MYRTLE	24" BOX	L	15' X 15'
	QUERCUS SHUMARD	SHUMARD OAK	24" BOX	L	70' X 50'
N	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	24" BOX	M	60' X 35'
	CEDRUS DEODARA	DEODAR CEDAR	24" BOX	L	60' X 35'
N P	CHILOPSIS LINEARIS	DESERT WILLOW	24" BOX	VL	25' X 20'
	NERIUM OLEANDER 'HARDY RED'	HARDY RED OLEANDER	24" BOX STD.TRUNK	L	15' X 10'
N	AESCULUS CALIFONICA	CALIFORNIA BUCKEYE	24" BOX STD TRUNK	L	30' X 40'
	EVERGREEN SCREENING SHRUBS				
	DODONEA VISCOSA	HOPBUSH	5 GAL.	L	10' X 10'
N P	HEMEROMELES ARBUTIFOLIA	TOYON	5 GAL	VL	8' X 12' PLANT
P	ARBUTUS U. 'COMPACTA'	DW. STRAWBERRY	5 GAL.	L	8' X 10' PLANT
N P	ARCTOSTAPHYLOS 'PARADISE'	PENINSULAR MANZANITA	5 GAL	L	8' X 8' PLANT
	GRASSES				
N	MUHLENBERGIA RIGENS	DEER GRASS	1 GAL.	L	3' X 3'
	LOMANDRA 'LOMLOM'	LIME TUFF LOMANDRA	1 GAL.	L	3' X 3'
	DROUGHT TOLERANT SHRUBS				
	OLEA 'LITTLE OLLIE'	DW. FRUITLESS OLIVE	5 GAL.	L	6' X 6'
	NERIUM OLEANDER 'PETITE SALMON'	PETITE OLEANDER	5 GAL.	L	5' X 5'
N P	RHAMNUS C. 'MOUND SAN BRUNO'	COFFEEBERRY	5 GAL.	L	4' X 5'
P	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL.	L	3' X 4'
P	ROSMARINUS O. 'TUSCAN BLUE'	UPRIGHT ROSEMARY	5 GAL.	L	4' X 4'
P	ECHIUM CANDICANS 'SELECT BLUE'	PRIDE OF MADEIRA	5 GAL.	L	3' X 5'
N P	SALVIA C. 'POZO BLUE'	CLEVELAND SAGE	5 GAL.	L	3' X 3'
	COTONEASTER 'LOWFAST'	COTONEASTER	5 GAL.	L	1' X 8'
P	CALLISTEMON 'LITTLE JOHN'	DW. CALLISTEMON	5 GAL.	L	3' X 5'
	SANTOLINA CHAMAECYPARISSUS	LAVENDER COTTON	5 GAL	L	2' X 5'
P	WESTRINGA F. 'MORNING LIGHT'	COAST ROSEMARY	5 GAL	L	3' X 3'
P	AGAVE VICTORIAE - REGINAE	QUEEN VICTORIA AGAVE	5 GAL.	L	3' X 2'
P	AGAVE ATTENUATA	BLUE GLOW AGAVE	5 GAL.	L	2.5' X 2.5'
	PERENNIALS				
N P	HEUCHERA MAXIMA	ISLAND ALUM ROOT	1 GAL.	L	1' X 1.5'
N P	ACHILLEA 'MOONSHINE	YARROW	1 GAL.	L	2 X 2
P	DIETES IRIDIOIDES	FORT NIGHT LILY	1 GAL.	L	3' X 3'
	EUPHORBIA CHARACIAS WULFENII	EVERGREEN SPURGE	1 GAL.	L	2' X 2'
	VINES				
N P	CLEMATIS LASIANTHA	CHAPPARAL CLEMATIS	5 GAL.	L	15' X 4'

NOTE: ROOT BARRIERS SHALL BE INSTALLED WHERE TREES ARE WITHIN 10' OF PAVEMENT.

PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 40'-0"

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Consultants:

CIVIL	KIER & WRIGHT
STRUCTURAL	-
MECHANICAL	-
PLUMBING	-
ELECTRICAL	-
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	-
SOILS ENGINEER	-

Title:
PRELIMINARY LANDSCAPE PLAN

Project Number:	25027
Drawn by:	KH
Date:	04/23/2025

Revision:

1ST SUBMITTAL	04/23/25
PC1 COMMENTS	05/13/25
100% SD SET	06/06/25
PC2 COMMENTS	07/17/25

Sheet:
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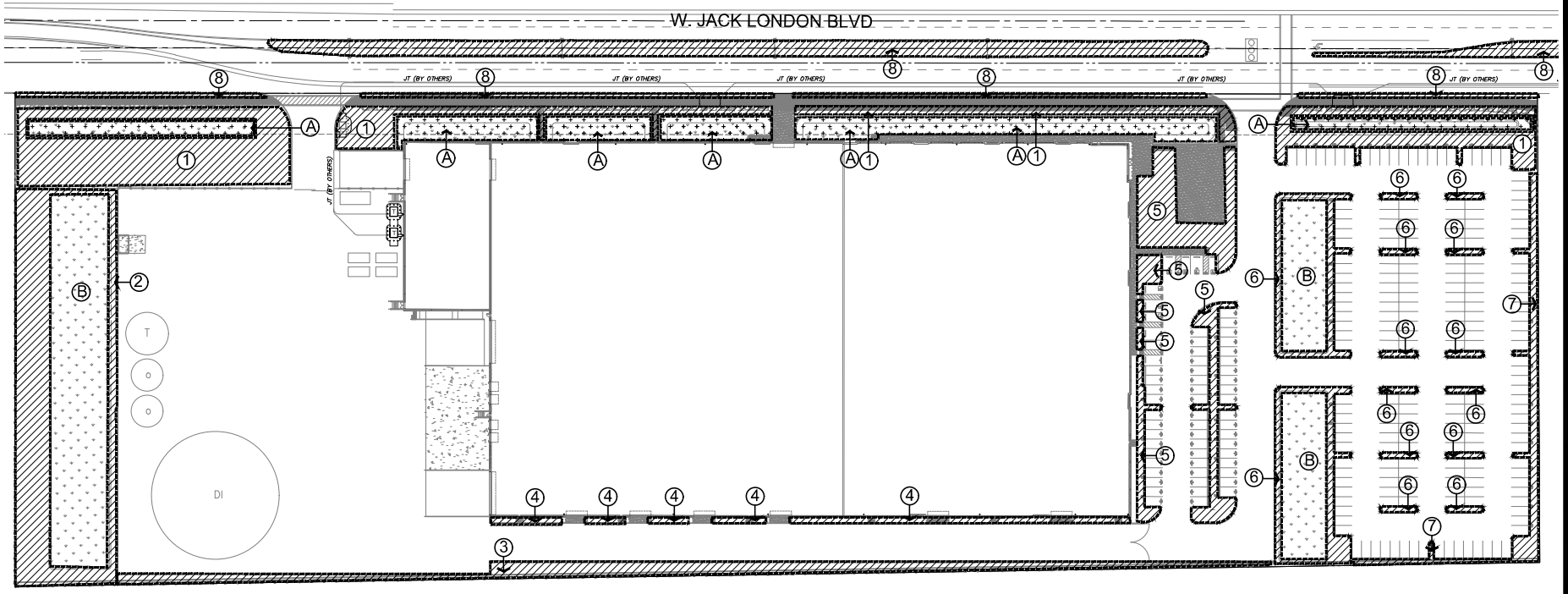

Water Efficient Landscape Budget Calculations

Reference Evapotranspiration (ETo) 45.3

MAWA - Regular Landscape Areas

MAWA = (ETo) x (0.62) x ((ETAF x LA)+(1-ETAF x SLA))

landscape area	111,266	s.f.
SLA	0	s.f.
ETAF	0.45	average ETAF for regular landscape areas must be 0.55 residential areas, and 0.45 for non-residential areas.
total area with SLA	111,266	
mawa total	1,406,258	gallons per year

ETWU - Regular Landscape Areas

ETWU = (ETo) x (0.62) x ((ETAF x LA)+SLA))

hydro-zone number	plant water use	plant factor (PF)	irrigation method	irrigation efficiency	ETAF (PF/IE)	hydro-zone area	ETAF x Area	ETWU
1	low	0.2	drip	0.81	0.247	26,522	6,548.6	183,925
2	low	0.2	drip	0.81	0.247	9,344	2,307.2	64,799
3	low	0.2	drip	0.81	0.247	8,409	2,076	58,294
4	low	0.2	drip	0.81	0.247	2,640	652	18,308
5	low	0.2	drip	0.81	0.247	13,601	3,358	94,320
6	low	0.2	drip	0.81	0.247	8,207	2,026	56,914
7	low	0.2	drip	0.70	0.286	4,065	1,167	32,780
8	medium	0.3	drip	0.81	0.494	19,548	9,652	271,096
A	low	0.3	spray	0.70	0.429	18,915	8,106	227,677
SLA	—	1.0	over head	1.00	1.000	0	0	0
B	swale non-irr.	1.0	—	1.00		29,612		
					ETWU totals	111,266	35,893.8	1,008,114
					Total area irrigated zones and SLA	111,266		
					Total area with non-irrigated landscape	140,678		

ETAF calculations

total ETAF x area	35,893.8	
total area	111,266	s.f.
average ETAF	0.323	Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

ETWU calculations

ETWU = (ETo) x (0.62) x ((PF x HA) / IE)) + SLA)

	Eto	conv. factor	PF x Area/IE	SLA
EWTU=	45.30	.62	35,893.8	0
EWTU (gallon per year)=	1,008,114			

TOTALS

MAWA total	1,406,258	gallons per year
ETWU total	1,008,114	gallons per year
	28.3	Percentage reduction of Potable Irrigation Water

IRRIGATION HYDRO-ZONE LEGEND

PLANTS ARE GROUP TO HAVE MATCHING WATER REQUIREMENTS AND MICRO-CLIMATE CHARACTERISTICS.
HYDROZONE DESIGNATION IS DETERMINED BY HIGHEST WATER REQUIREMENT PLANTING IN ZONE.

LOW WATER REQUIREMENT (DROUGHT TOLERANT PLANTING)

LOW WATER REQUIREMENT (BIO-SWALE TURF PLANTING)

TURF COVERAGE

Landscape turf limited to 25% of total landscape area.

Total Landscape Area	140,678 s.f.
Landscape Turf Area	19,056 s.f.
Percentage for Landscape Turf Area	13.5 %

LANDSCAPE HYDROZONE PLAN

SCALE: 1" = 40'-0"

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94610
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

GreenDesign
Landscape Architects, Inc.
1464 Popinjay Drive
Reno, NV.
p: 775 829 1364
email: bhatch00@charter.net

PACIFIC FUSION
Pacific Fusion Corporation
101 California Street, Suite 1000
San Francisco, CA 94111
203-848-8883
ATTN: Mario Tija

Project:
W. Jack London Blvd.
Livermore, CA

Consultants:

CIVIL	KIER & WRIGHT
STRUCTURAL	-
MECHANICAL	-
PLUMBING	-
ELECTRICAL	-
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	-
SOILS ENGINEER	-

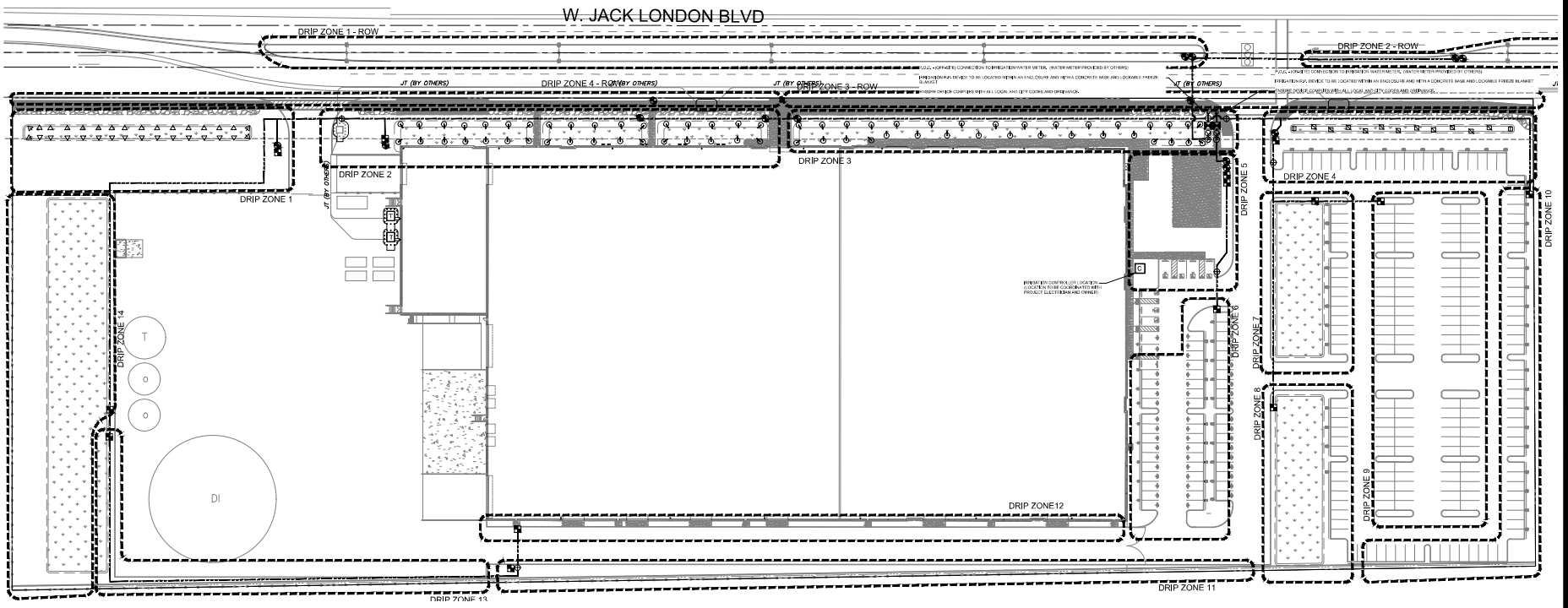
Title:
PRELIMINARY HYDROZONE PLAN

Project Number:	25027
Drawn by:	KH
Date:	04/23/2025

Revision:

1ST SUBMITTAL	04/23/25
PC1 COMMENTS	05/13/25
100% SD SET	06/06/25
PC2 COMMENTS	07/17/25

Sheet:
LC2.1



IRRIGATION LEGEND:

SYMBOL	MFG.	COMMENTS
P.O.C.		POINT OF CONNECTION (CONNECT TO IRRIGATION WATER METER) IRRIGATION WATER METER - TO BE PROVIDED BY OTHERS IF STATIC PRESSURE AT WATER METER EXCEEDS 120 PSI - USE SCH 40 STEEL PIPE FROM IRRIGATION METER TO IRRIGATION R.P. ASSEMBLY (SIZE AS NOTED ON PLANS)
	FEBCO LF825YA	REDUCED PRESSURE ZONE ASSEMBLY DEVICE 1" SIZE (LEAD FREE) WATTS - SERIES LF009 - LEAD FREE WATER PRESSURE REDUCING VALVE-SIZE AS MAINLINE.
VALVE SIZE		VALVE IDENTIFICATION NUMBER AND CONTROLLER LETTER IDENTIFICATION GALLONS PER MINUTE OR "D" FOR DRIP IRRIGATION

SYMBOL	MFG.	SERIES/MODEL	COMMENTS
C	HYDROPOINT	(WTLC-C- 24 - PL) PLASTIC ENCLOSURE	"HYDROPOINT" (WeatherTRAK LC) CLOUD BASED IRRIGATION CONTROLLER INCLUDES 1 YEAR WEATHERTRAK CENTRAL
		R8560	"IRRITROL" RAIN SENSOR WIRED
	RAINBIRD	XCZ-100-PRB-COM (75psi min.-3 gpm min)	CONTROL ZONE/FILTER KIT - 1" (MAX. FLOW OF 20 GPM)
	RAINBIRD	PEB-R SERIES	REMOTE CONTROL VALVE FOR TREE BUBBLERS (SIZE AS NOTED) REMOTE CONTROL VALVE FOR OVER-HEAD SPRAY (SIZE AS NOTED)
	AMERICAN	5000 SERIES	GATE VALVE / ISOLATION VALVE (SIZE PER MAINLINE)
	RAINBIRD	RWS(2) WITH (1)44H BUBBLER EA.	PRESS. COMP. BUBBLERS 20-30 PSI G.P.M. - .25 ea.
	TORO	PC-PB-25	PRESS. COMP. BUBBLERS 20-75 PSI G.P.M. - .25 ea.
HV	HYDROPOINT	WT-HV-150G-SNO	2" NORMALLY OPEN 'SUPERIOR' 3000 SERIES BRASS GLOBE MASTER VALVE
FS	HYDROPOINT	WT-FS-200-DI	2" FLOW SENSOR

SYMBOL	MFG.	SERIES/MODEL	COMMENTS
	DRIP LATERAL	3/4" SCH. 40 PVC	INSTALL @ 18" MIN. BELOW FINISH GRADE (NOT SHOWN) RUN LATERAL TO ALL INDIVIDUAL PLANTER AREAS PER VALVE.
	TREE BUBBLER LATERAL		INSTALL @ 8" MIN. BELOW FINISH GRADE
	IRRIG. MAIN	1" SCH 40 PVC	INSTALL @ 36" MIN. BELOW FINISH GRADE ADD WARNING TAPE @ 6" DEPTH ABOVE PIPE.
	DRIP ZONE TORO(or equal) TORO	3/4" FLEXIBLE TUBING TURBO-SC EMITTERS	INSTALL @ 8" MIN. BELOW FINISH GRADE (NOT SHOWN)
			SINGLE OUTLET PRESSURE COMPENSATING - INSTALL DRIP TO ALL PLANTS @ (2) 1 GPH/1 GAL, (2) 1 GPH/5 GAL, (3) 2 GPH/5 GAL, (4) 2 GPH/24" OR 36" BOX (NOT SHOWN)
	SLEEVE	SCH. 40 PVC	2" (MIN.) LARGER THAN IRRIG. PIPE INSTALL @ SPECIFIED DEPTH PER MAIN LINE OR LATERAL PIPE, EXTEND 6LV. 1" BEYOND PAVEMENT, STAKE TO MARK. (NOT SHOWN FOR LATERALS UNDER PARKING PAVEMENT)
	RAINBIRD	44NP	1" QUICK COUPLER VALVE, 2 PIECE BODY W/ LOCKING COVER
	HUNTER	MP2000-Q (120°R-0.4 GPM-40PSI) PRO6-12-PRS40-CV	12" ADJ. SHRUB POP-UP STREAM SPRAY HEAD HUNTER IRRIGATION SPRAY BODY
	HUNTER	MP2000-H (180°R-0.74 GPM-40PSI) PRO6-12-PRS40-CV	12" ADJ. SHRUB POP-UP STREAM SPRAY HEAD HUNTER IRRIGATION SPRAY BODY
	RAINBIRD RAINBIRD	RD-12-S-P30-BLCS (4x15-0.49gpm) RD-12-S-P30-1555T (4x30-1.2gpm)	12" SHRUB POP-UP - MPR SPRAY - 30PSI 12" SHRUB POP-UP - MPR SPRAY - 30PSI
	RAINBIRD RAINBIRD	RD-12-S-P30-120 (12R-0.65gpm) RD-12-S-P30-214 (12R-1.3gpm)	12" SHRUB POP-UP - MPR SPRAY - 30PSI 12" SHRUB POP-UP - MPR SPRAY - 30PSI

IRRIGATION PIPE SIZE CHART

SCHEDULE 40

- CONSTANT PRESSURE PIPING 1-1/2 INCHES AND SMALLER.
- INTERMITTENT-PRESSURE LATERAL PIPING

1/2"	==	0-4 GPM
3/4"	==	5-8 GPM
1"	==	9-13 GPM
1-1/4"	==	14-22 GPM
1-1/2"	==	23-30 GPM
2"	==	31-50 GPM

PERLIMINARY LANDSCAPE IRRIGATION PLAN

SCALE: 1" = 40'-0"

HPA architecture
hpa, inc.
600 grand avenue, - ste. #302
oakland, ca
94610
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

GreenDesign
Landscape Architects, Inc.
1464 Popinjay Drive
Reno, NV.
p: 775 829 1364
email: bhatch00@charter.net

PACIFIC FUSION
Pacific Fusion Corporation
101 California Street, Suite 1000
San Francisco, CA 94111
203-848-8883
ATTN: Mario Tija

Project:
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Consultants:

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PLUMBING	-
ELECTRICAL	-
LANDSCAPE	GREEN DESIGN
FIRE PROTECTION	-
SOILS ENGINEER	-

Title:

Project Number: 25027
Drawn by: KH
Date: 04/23/2025

Revision:

1ST SUBMITTAL	04/23/25
PC1 COMMENTS	05/13/25
100% SD SET	06/06/25
PC2 COMMENTS	07/17/25

Sheet:
LC2.2

AMENDED VESTING TENTATIVE MAP
OF
TRACT 8656

LIVERMORE, CALIFORNIA

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LIVERMORE, IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

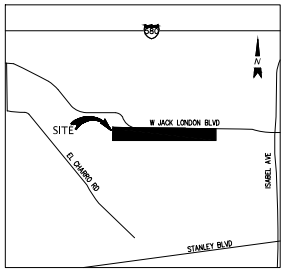
ALL THAT REAL PROPERTY SITUATE IN THE SANTA RITA RANCHO, ALAMEDA COUNTY, CALIFORNIA, BEING A PORTION OF THE LAND DESCRIBED AS PARCELS 1 AND 2 IN THE GRANT DEED TO PLEASANTON GRAVEL CO., AS RECORDED DECEMBER 15, 1977, ON REEL 5181, AT IMAGE 177 (SERIES NO. 77-247154), ALAMEDA COUNTY RECORDS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, SOUTH 00° 28' 57" WEST, 1000.01 FEET MORE OR LESS TO A POINT DISTANT 1000 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES, TO THE NORTHERLY LINE OF SAID PARCELS 1 AND 2 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE PARALLEL TO THE NORTH LINE OF SAID PARCELS 1 AND 2, SOUTH 89° 24' 17" EAST, 4493.91 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 2; THENCE ALONG THE EAST LINE OF SAID PARCEL 2, SOUTH 00° 16' 38" WEST, 469.21 FEET; THENCE LEAVING SAID EAST LINE, SOUTH 89° 39' 52" WEST, 4496.04 FEET TO INTERSECT THE WEST LINE OF SAID PARCEL 1; THENCE ALONG THE SAID WEST LINE, NORTH 00° 28' 57" EAST, 542.25 FEET TO THE POINT OF BEGINNING.

APN: 904-0003-001-04

PHASING NOTE

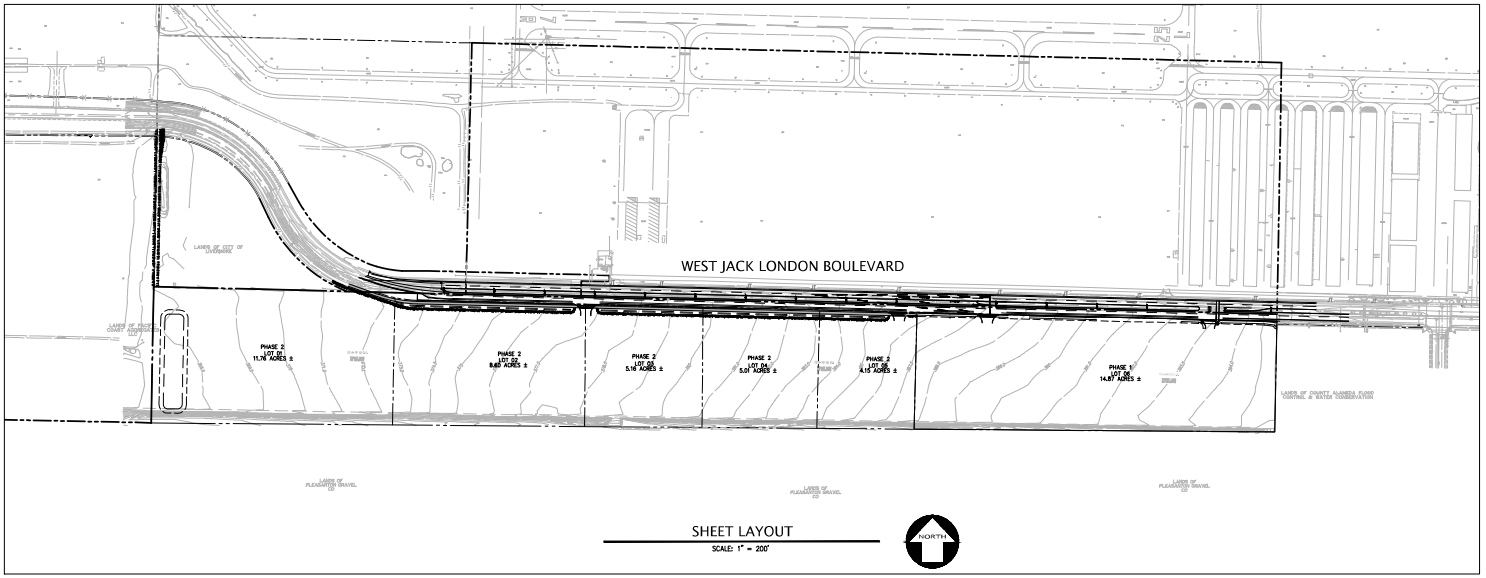
IT IS THE INTENTION OF THE DEVELOPER TO PHASE THE MAPPING AND PUBLIC IMPROVEMENTS. DEVELOPER PLANS TO MAP AND DEVELOP LOT 6 AS A SINGLE PARCEL AND LEAVE THE BALANCE OF PROPERTY AS A DESIGNATED REMAINDER TO BE SUBDIVIDED AT A LATER DATE



VICINITY MAP
NOT TO SCALE

SHEET INDEX

#	SHEET NO.	SHEET
1	TM-1	AMENDED VESTING TENTATIVE MAP - COVER SHEET
2	TM-2	AMENDED VESTING TENTATIVE MAP
3	TM-3	AMENDED VESTING TENTATIVE MAP
4	TM-4	AMENDED VESTING TENTATIVE MAP
5	TM-5	AMENDED VESTING TENTATIVE MAP - STRIPING PLAN



SHEET LAYOUT
SCALE: 1" = 200'

NORTH

LEGEND

ABUTTER'S RIGHTS RELINQUISHED
ASPHALT BERM
BUILDING LINE
BARRICADE
CIP CAST IRON PIPE LINE
CENTER LINE
CW CHILLED WATER LINE
COM COMMUNICATION LINE
CONCRETE/BLOCK WALL
CONCRETE CURB
CONCRETE CURB & GUTTER
100 MAJOR CONTOUR LINE
100 OBSCURED MAJOR CONTOUR LINE
101 MINOR CONTOUR LINE
101 OBSCURED MINOR CONTOUR LINE
DIP DUCTILE IRON PIPE LINE
DRIVEWAY
EASEMENT LINE
EDGE OF PAVEMENT
EDGE OF WATER/FLOWLINE
EDGE OF ROCK
ELECTRIC LINE
FENCE LINE
FO FIBER OPTICS LINE
FS FIRE SERVICE LINE & VALVE
FUEL FUEL LINE
G GAS LINE-VALVE & METER
GAS LINE-ABANDONED
GUARD RAIL
HPG HIGH PRESSURE GAS LINE
HPO HIGH PRESSURE OIL LINE
HG HYDROGEN LINE
IRR IRRIGATION WATER LINE
JT JOINT TRENCH LINE
LOT LINE
PIPELINE
MONUMENT/MONUMENT LINE
OIL LINE
OH OVERHEAD POWER LINE
PET PETROLEUM LINE
PW PLANT WASTE LINE
PROPERTY LINE
RAILROAD TRACKS
RETAINING WALL
RW RECLAIMED WATER LINE & VALVE
SS SANITARY SEWER LINE-MANHOLE & CLEANOUT
SANITARY SEWER LINE OVER 24"DIAMETER
SSFM SANITARY SEWER FORCE MAIN LINE
SIDEWALK
SPOT ELEVATION
SD STORM DRAIN LINE-MANHOLE & CATCH BASIN
SD STORM DRAIN LINE-MANHOLE & CATCH BASIN
STORM DRAIN LINE OVER 24"DIAMETER
SDFM STORM DRAIN FORCE MAIN LINE
SL STREET LIGHT CONDUIT LINE
STM STEAM LINE
T TELEPHONE LINE
TC TRAFFIC SIGNAL CONDUIT LINE
CATV CABLE TELEVISION LINE
UNK UNKNOWN UTILITY LINE
W WATER LINE & VALVE
WATER LINE OVER 24"DIAMETER
ACCESSIBLE PARKING SYMBOL
ANODE
AD AREA DRAIN
AUTOMATIC SPRINKLER
BACKFLOW PREVENTION DEVICE
BM/TBM BENCHMARK/TEMPORARY BENCHMARK
BLOWOFF VALVE
CONTINUOUS DEFLECTIVE SEPARATION UNIT
FOUND/SET CROSS
DDCV DOUBLE DETECTOR CHECK VALVE
ELECTROLIER
FIRE DEPARTMENT CONNECTION
FIRE HYDRANT
FLAG POLE
GAS METER
GUY ANCHOR
HOSEBIBB
HUB & TACK FOUND
IRON PIPE FOUND
MAIL BOX
NAIL FOUND
POST INDICATOR VALVE
POWER POLE/JOINT POLE
RAILROAD CROSSING
RAILROAD SPIKE FOUND
REBAR FOUND
SURVEY CONTROL POINT
TELEPHONE BOOTH
TRANSFORMER
TRANSMISSION TOWER
TRAFFIC SIGNAL POLE
TRAFFIC SIGN
TREE
UTILITY BOX
UTILITY LINE MARKER
WALK-BOLLARD LIGHT
WATER VALVE
WELL

BENCHMARK:
CITY OF LIVERMORE BENCHMARK 2K-667: CHISELED SQUARE IN THE TOP OF CURB AT A STORM WATER INLET ON THE EAST SIDE OF ISABEL AVENUE, 30' ± SOUTH OF THE RETURN SOUTH OF JACK LONDON BLVD. (ELEVATION = 408.804). ELEVATIONS SHOWN HEREON ARE BASED ON CITY OF LIVERMORE 2K DATUM.

BASIS OF BEARINGS:
THE BEARING OF S89°35'42"E TAKEN ON THE MONUMENT LINE OF W JACK LONDON BOULEVARD WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

A.P.N.	904-0003-001-04
EXISTING LAND USE	COUNTY-AGRICULTURAL
PROPOSED LAND USE	I-2-(MEDIUM-DENSITY-INDUSTRIAL)
GENERAL PLAN DESIGNATION	PD-(PLANNED-DEVELOPMENT)
EXISTING ZONING	COUNTY-AGRICULTURAL
TRACT AREA	49.55-ACRES±
PUBLIC DEDICATION	2.33-ACRES±
GROSS AREA	51.88-ACRES±
LOTS	6
SMALLEST LOT	5.00-ACRES±(LOT-05)
LARGEST LOT	14.00-ACRES±(LOT06)
STORM AND SANITARY NETWORK	CITY OF LIVERMORE
TELEPHONE NETWORK	PACIFIC BELL
GAS AND ELECTRICITY	PACIFIC GAS & ELECTRIC
WATER	CITY OF LIVERMORE
FIRE HYDRANTS	TO BE LOCATED TO THE SATISFACTION OF THE FIRE MARSHALL AND CITY ENGINEER

DEVELOPER

HINES
ATTN: MARIO TIJA
101 CALIFORNIA STREET, SUITE 1900
SAN FRANCISCO, CA 94111
203-848-8889

CIVIL ENGINEER

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.
ATTN: ADAM MAHONEY, P.E.
2850 COLLIER CANYON ROAD
LIVERMORE, CA 94551
925-245-8788

GEOTECHNICAL ENGINEER

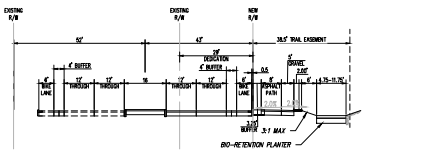
CORNERSTONE EARTH GROUP INC
DAHN T. TRAN P.E.
1259 OAKMEAD PARKWAY
SUNNYVALE, CA 94085
408-245-4600 x 108

NO.	REVISION	BY
2	2ND PLANNING SUBMITTAL 05.13.2025	
3	3RD SUBMITTAL 06.13.2025	
4	4TH SUBMITTAL 07.31.2025	

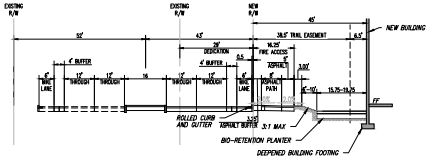
KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

AMENDED VESTING TENTATIVE MAP - COVER SHEET
OF
TRACT 8656
FOR
HINES
LIVERMORE, CALIFORNIA

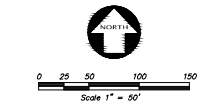
DATE	OCT, 2022
SCALE	AS SHOWN
SURVEYOR	JAM
DRAWN BY	CF
JOB NO.	96562-19
SHEET	TM-1
OF	1 OF 5 SHEETS



JACK LONDON BLVD.
SCALE: 1" = 20'
A



JACK LONDON BLVD.
SCALE: 1" = 20'
B

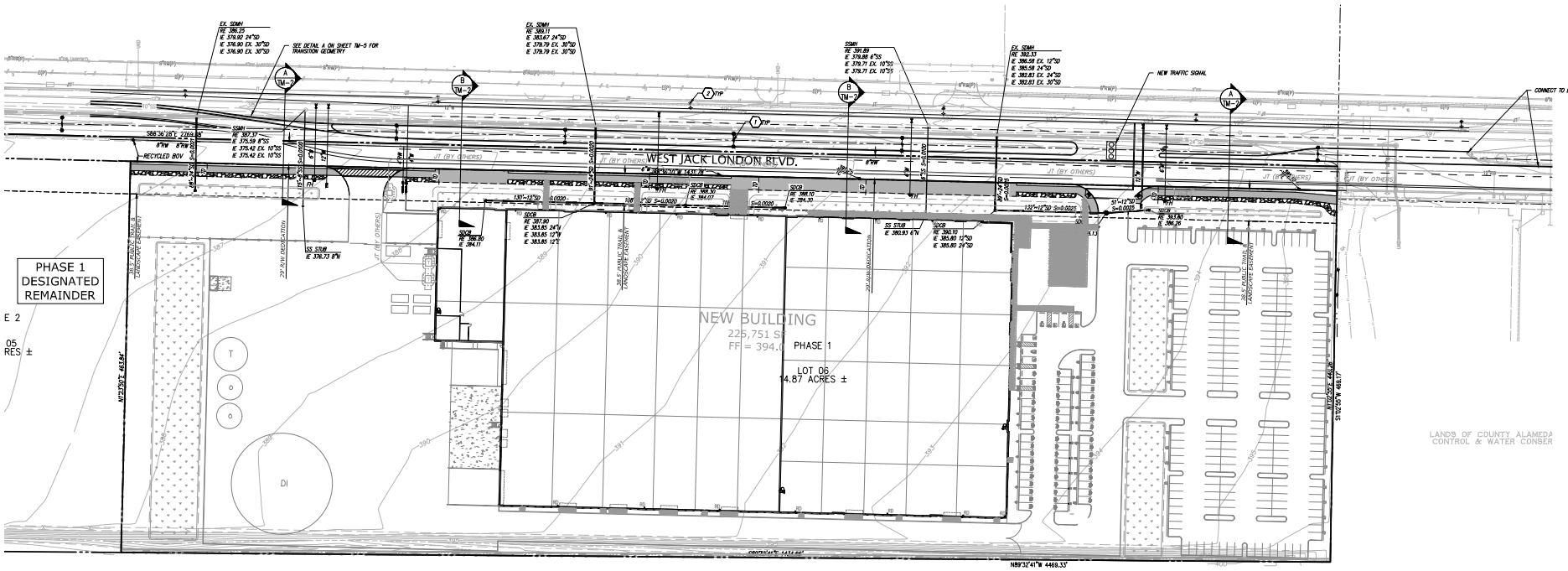


LEGEND

△	AREA DRAIN
□	STORM DRAIN CATCH BASIN
■	STORM DRAIN JUNCTION BOX
●	STORM DRAIN MANHOLE
23.6	SPOT ELEVATION
6"SD	STORM DRAIN LINE
ESMT	EASEMENT
FL	FLOW LINE
FF	FINISHED FLOOR
PRVT	PRIVATE
PV	PAVEMENT
RE	RIM ELEVATION
R/W	RIGHT OF WAY
RW	RECYCLED WATER
SSFM	SANITARY SEWER FORCE MAIN
TC	TOP OF CURB

KEYNOTES

1. NEW DOUBLE MASTER ARM ELECTROLIER PER ST-14A.
2. REMOVE AND SALVAGE EXISTING ELECTROLIER.



NO.	BY	REVISION
2		2ND PLANNING SUBMITTAL (05/13/2025
3		3RD SUBMITTAL (06/13/2025
4		4TH SUBMITTAL (07/31/2025

KIER+WRIGHT

AMENDED VESTING TENTATIVE MAP

OF

TRACT 8656

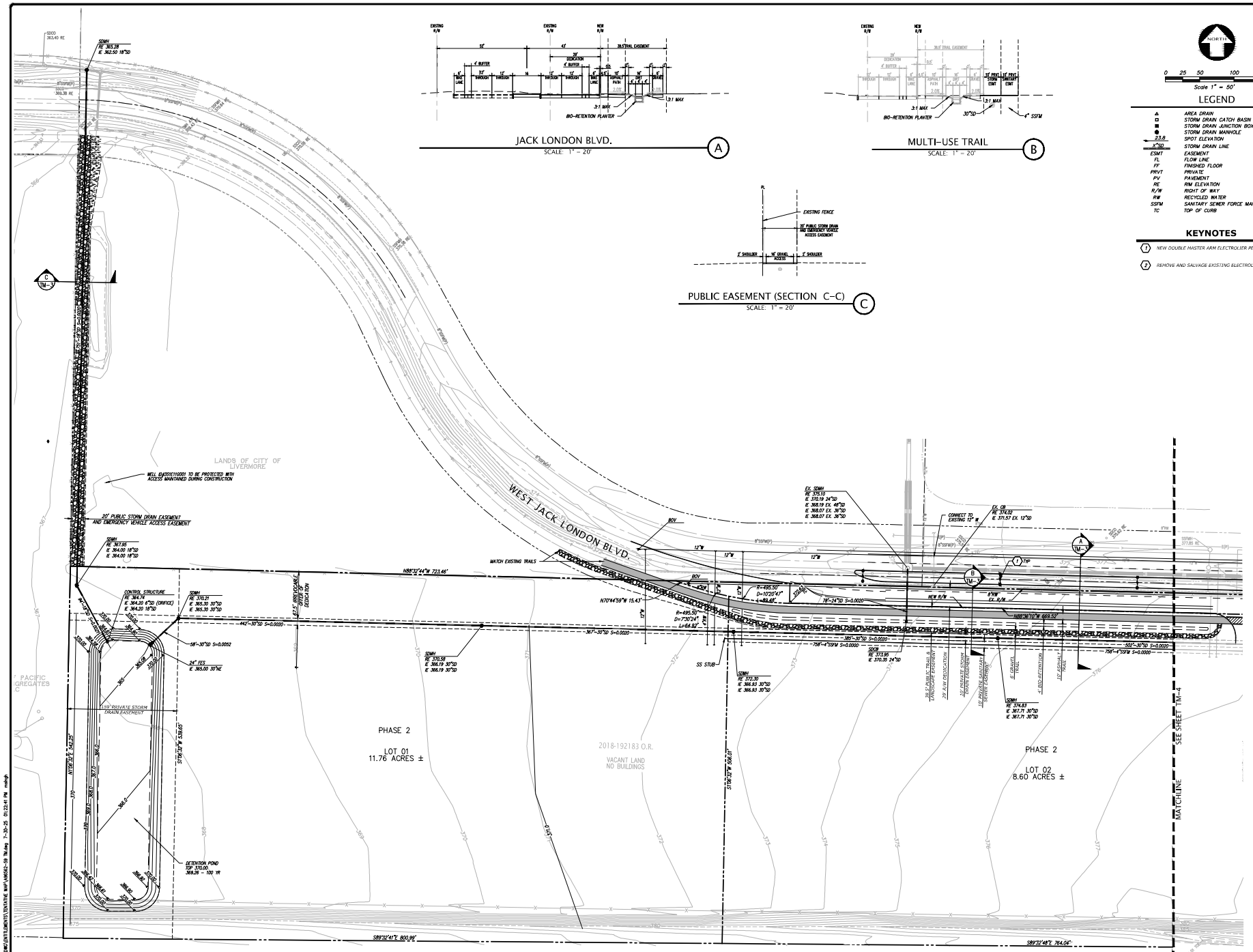
FOR

HINES

LIVERMORE, CALIFORNIA

DATE	OCT, 2022
SCALE	AS SHOWN
SURVEYOR	JAM
DRAWN BY	CF
JOB NO.	96562-59

SHEET TM-2
OF 2 OF 5 SHEETS



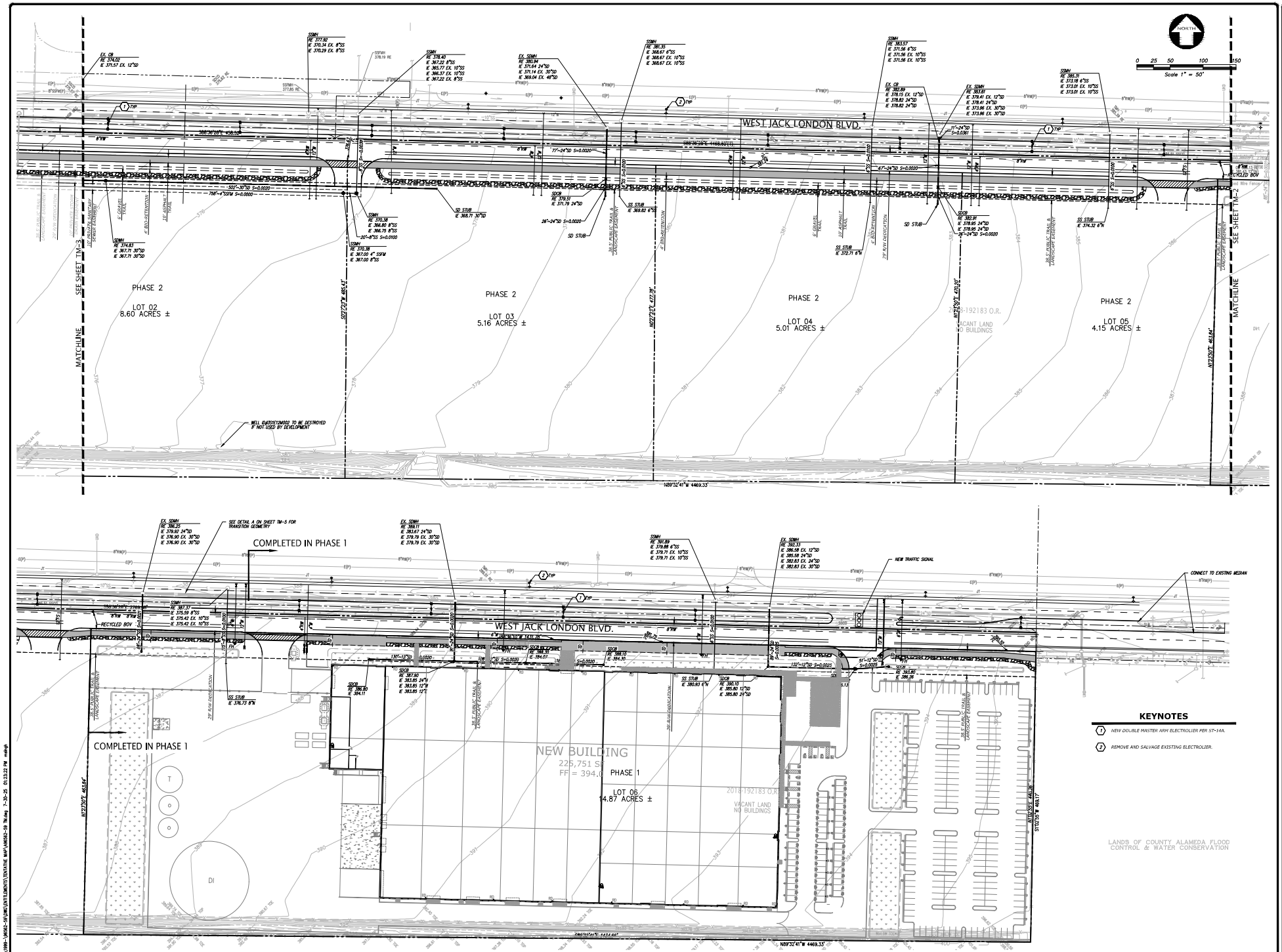
NO.	BY	REVISION
1		2ND PLANNING SUBMITTAL (05/13/2025
2		3RD SUBMITTAL (06/11/2025
3		4TH SUBMITTAL (07/31/2025

KIER+WRIGHT

AMENDED VESTING TENTATIVE MAP
OF
TRACT 8656
FOR
HINES

LIVERMORE, CALIFORNIA

DATE	OCT, 2022
SCALE	AS SHOWN
SURVEYOR	JAM
DRAWN BY	CF
JOB NO.	96562-59
SHEET	TM-3
OF	3 OF 5 SHEETS



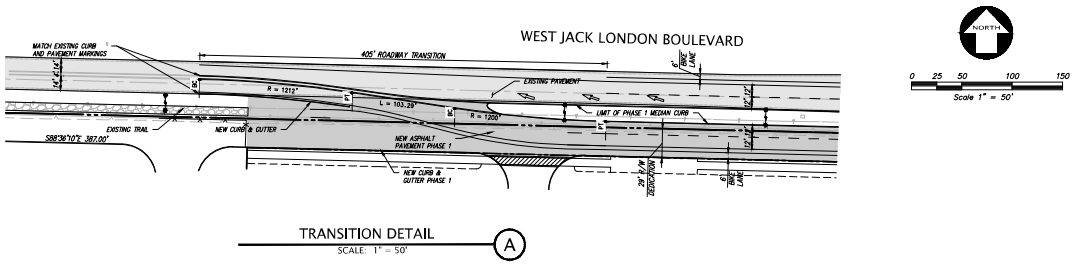
NO.	BY	REVISION
1		2ND PLANNING SUBMITTAL (05/13/2025
2		3RD SUBMITTAL (06/13/2025
3		4TH SUBMITTAL (07/31/2025

KIER+WRIGHT

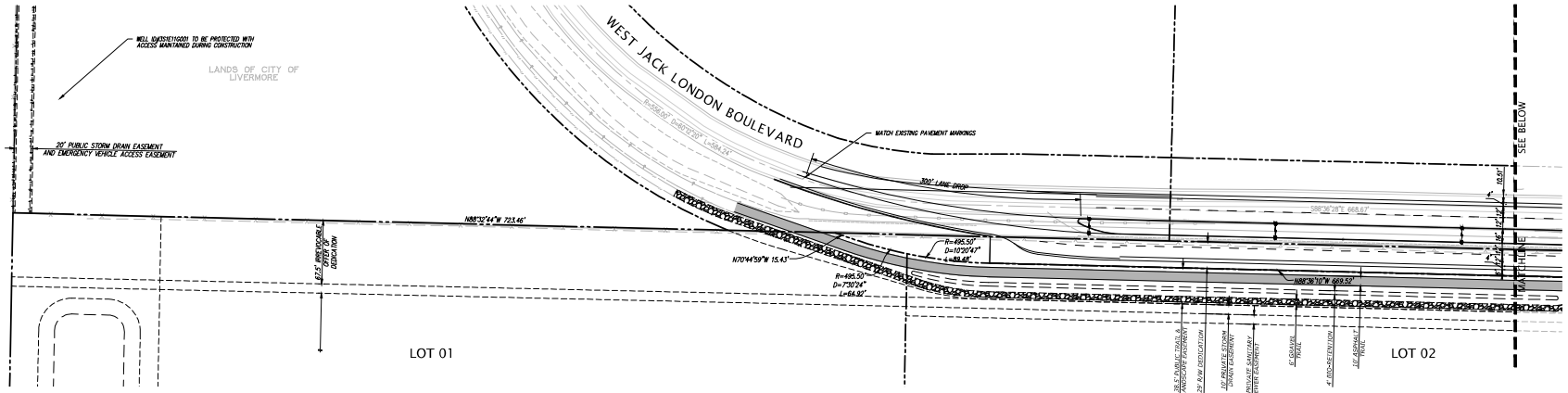
AMENDED VESTING TENTATIVE MAP
OF
TRACT 8656
FOR
HINES

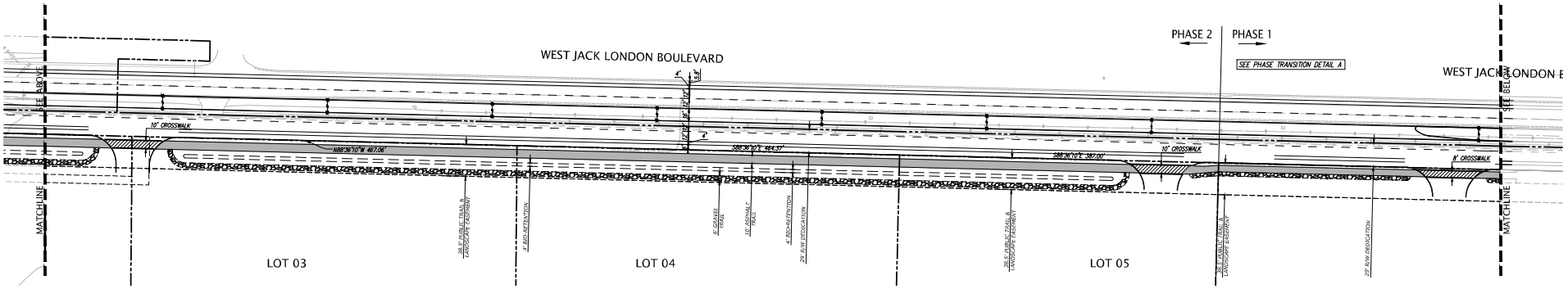
LIVERMORE, CALIFORNIA

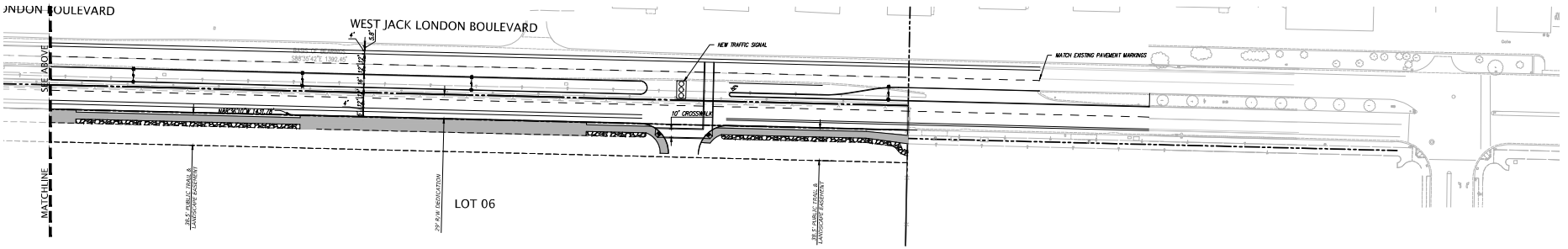
DATE	OCT, 2022
SCALE	AS SHOWN
SURVEYOR	JAM
DRAWN BY	CF
JOB NO.	96562-59
SHEET	TM-4
OF 4 OF 5 SHEETS	



TRANSITION DETAIL
SCALE: 1" = 50' (A)







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3	3RD SUBMITTAL 06/13/2025	
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KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

AMENDED VESTING TENTATIVE MAP – STRIPING PLAN

OF

TRACT 8656

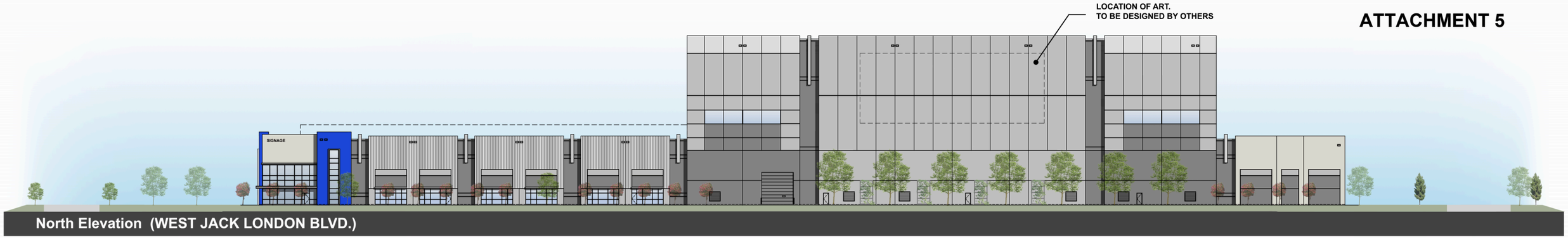
FOR

HINES

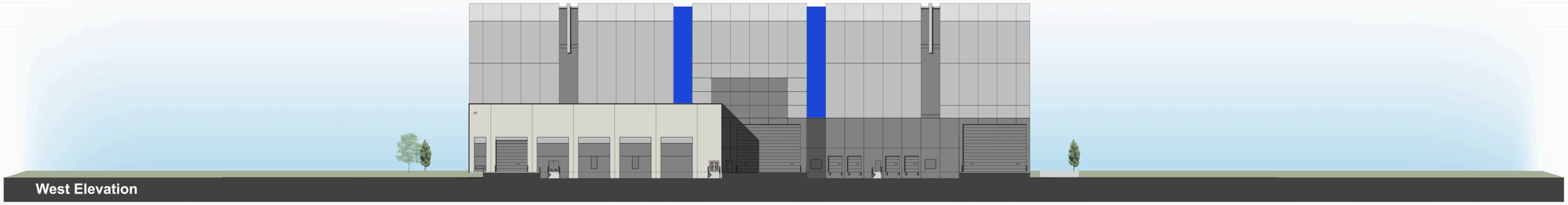
LIVERMORE, CALIFORNIA

DATE	OCT, 2022
SCALE	AS SHOWN
SURVEYOR	JAM
DRAWN BY	CF
JOB NO.	9656Z-19
SHEET	TM-5
OF 5 OF 5 SHEETS	

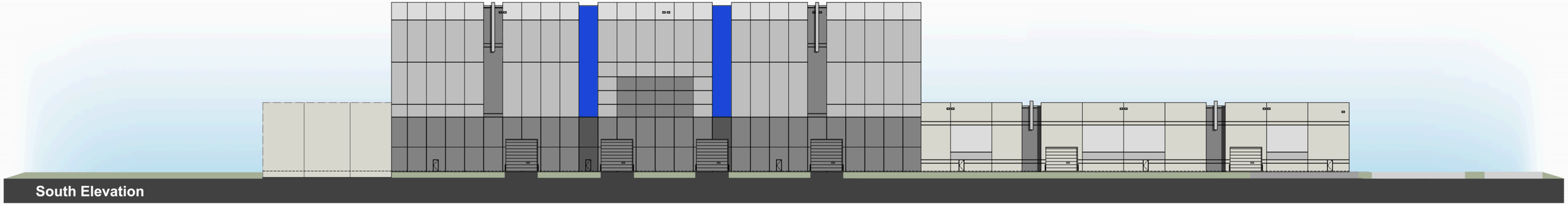
ATTACHMENT 5



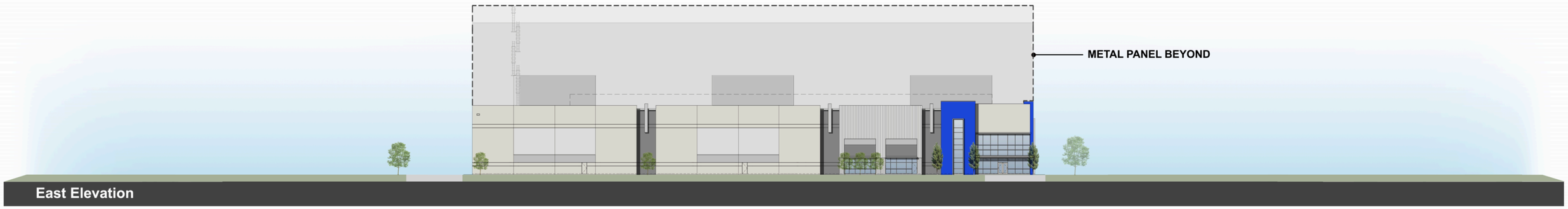
North Elevation (WEST JACK LONDON BLVD.)



West Elevation



South Elevation



East Elevation

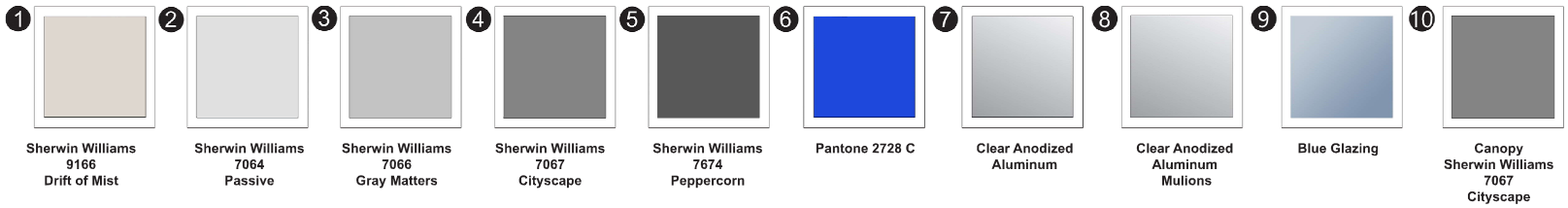
HPA architecture SINCE 1980

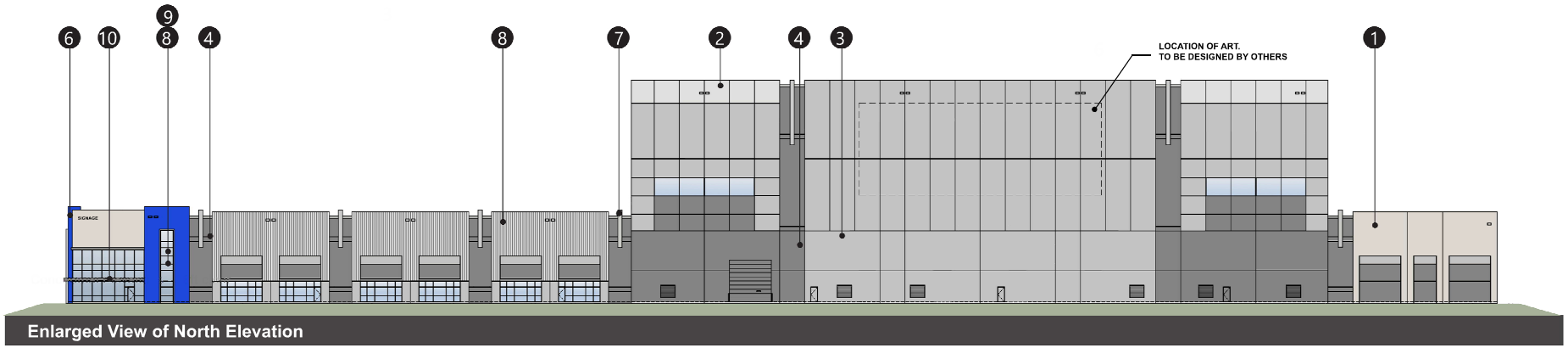
Conceptual Elevations

W. JACK LONDON BLVD.

Livermore, California #25027 | 08.19.2025

PACIFIC FUSION





Enlarged View of North Elevation

Material Board

W. JACK LONDON BLVD.

Livermore, California #25027 | 07.08.2025

PACIFIC FUSION

ALUC
PLANNING DEPARTMENT

ALAMEDA COUNTY
Community Development Agency

May 12, 2025

Andy Ross, Principal Planner
City of Livermore Community Development Department
1052 South Livermore Avenue
Livermore, CA 94550

SUBJECT: ALUC Administrative Review: Research Facility at West Jack London Blvd, Livermore, CA

Dear Andy

Thank you for referring the development of Pacific Fusion on the eastern side of APN (904-3-1-4), commonly known as SMP-39. Documents provided by the applicant designate the project site as 'Lot 6.' I have completed an Administrative Review of the materials provided and have the following comments for your consideration as this project moves through the approval process.

Airport Land Use Compatibility

The Alameda County Airport Land Use Commission (ALUC) has adopted an updated Airport Land Use Compatibility Plan (ALUCP) for all three public use airports in Alameda County (the Oakland International Airport 2010, Hayward Executive Airport 2012, and Livermore Municipal Airport 2012). These documents and other reference material can be accessed online at this location:
https://www.acgov.org/cda/planning/generalplans/airportlandplans.htm

The project site is located within the Airport Influence Area (AIA) for the Livermore Municipal Airport and in other zones as noted below. This review consists of an evaluation of the Project with regard to the four Airport Compatibility Planning Factors: Noise, Safety, Airspace Protection, and Overflight.

Background

In 2023 the ALUC found the possible construction of up to 6 warehouses and research facilities on SMP 39 compliant with the Livermore Airport Land Use Compatibility Plan (ALUCP). The proposed 6 structures ranged from 89,400 to 175,350 square feet each and up to 50 feet tall.

Pacific Fusion's proposed research facility on Lot 6 would be approximately 220,000 square feet and up to 110 feet tall. Policy 2.7.5.5 Subsequent Review of the ALUCP states that increases in height require further review.

Noise

Noise compatibility policies are established in order to prevent the development of noise-sensitive land uses in portions of the airport environ that are exposed to significant levels of aircraft noise.

Lot 6 of SMP-39 is located primarily in the 60 CNEL (Community Noise Equivalent Level) Noise Contour with a slight overlap in the 65 CNEL Noise Contour of the Livermore Executive Airport Noise Compatibility Map. The research building proposed on Lot 6 is located within the 60 CNEL contour.

The proposed projects at SMP-39 can best be described as 'Commercial - wholesale; research and development.' According to Table 3-1 - *Noise Compatibility Criteria*, the categories of 'Commercial - wholesale; research and development' is compatible in the 60 CNEL contour.

Safety

Land use safety compatibility criteria are developed to minimize the risks to people and property on the ground, as well as those people in an aircraft in the event of an accident or emergency landing occurring outside the airport boundary.

This project is located within Safety Zone 6 - the Traffic Pattern Zone. Table 2-3 – *Basic Compatibility Criteria and Supporting Information* defines in general terms allowable and non-allowable land uses within the Safety Zones. Most importantly, this table describes in general terms, the likelihood of accident occurrence within each Safety Zone. The proposed project is considered an allowable non-residential use in this zone.

Table 3-2 – *Safety Compatibility Criteria* is a detailed table that represents specific land use types for all seven Safety Zones within the AIA for the Livermore Airport. This project most closely aligns with the "manufacturing, research and development facilities" land use and is a permitted use in Zone 6. There are no overall maximum persons per acre or minimum open space area requirements in Zone 6. Therefore, this is a compatible land use in this zone.

Airspace Protection

Similar to safety policies, airspace protection criteria is intended to reduce the risk of harm to people and property resulting from an aircraft accident. This is accomplished by the establishment of compatibility policies that seek to prevent the creation of land use features that can be hazards to the airspace used by aircraft in flight and have the potential to cause an aircraft accident to occur. Such hazards may be physical, visual, or electronic. Please refer to Section 3.3.3.7- *Other Flight Hazards* for specific information on various types of potential hazards.

The ALUC conforms to the guidance provided by FAA Part 77 – *Objects Affecting Navigable Airspace,* which is provided in Appendix C of the Livermore Airport ALUCP - Federal Aviation Regulations Part 77. According to the site plans provided, the proposed roof height of the buildings is at most 110' Above Ground Level (AGL). Figure 3-4 –*FAR Part 77 Surfaces* shows the allowable heights over Lot 6 of SMP-39. Based on analysis provided by you staff, the proposed building height is within the maximum height allowances.

Due to the relative height of the proposed facility and the possibility of construction cranes surpassing maximum height allowances, we request that the applicant file Form 7460 – 2 *Notice of Actual Airport Construction* with the FAA. Additionally, the applicant should consult FAA Guidance regarding any lighting or features on the roofs that could impair safe navigation of flights.

It is the responsibility of the applicant to determine the need for filing Form 7460-2 with the FAA, and to consult the FAA Guidance regarding lighting, glare, or other building features that could interfere with safe navigation of flights.

FAA forms can be accessed in the link to the ALUC webpage provided earlier in this letter. Please review Section 3.3.3 *Airspace Protection* and subsequent subsections in the ALUCP for more detailed descriptions of airspace requirements.

Overflight

Overflight policies address noise from the overhead flight of aircraft, which can be annoying and intrusive in locations beyond the limits of the noise contours. Unlike other compatibility factors such as; noise, safety, or airspace protection, overflight compatibility policies do not restrict how land can be developed or used. The basic intent of overflight policies is to warn people near an airport of the presence of aircraft so that they have the ability to make informed decisions regarding acquisition or lease of property within the influence area of an airport.

This project is located outside the Overflight Compatibility Zone for the Livermore Airport but wholly within the Airport Influence Area and therefore within the Real Estate Disclosure Zone. While likely not relevant to the proposed use, should the occasion arise to further subdivide and lease or sell Lot-6 of SMP 39, please note that newly-subdivided lots in this zone are required to disclose their vicinity to the airport as described by policy 3.3.4.6.

Consistency Review Findings

In summary, this project as currently proposed is found to be Compatible with noise, safety, airspace protection and overflight criteria. We request that the FAA determination be shared with ALUC staff once obtained. Once the requirements regarding FAA notification is fulfilled and provided to the ALUC, a follow-up letter can be issued indicating the conditions as listed have been met. Please note this is not ALUC Requirement; it is an option should the city wish to have it.

Thank you for the opportunity to review this project. Please contact me at (510) 670-6523 if you have any questions about this determination or require additional information as this project moves forward.

Sincerely,

Olivia Ortiz
Planner III

c: Members, Alameda County Airport Land Use Commission
Albert Lopez, Alameda County Planning Director, ALUC Administrative Officer

TABLE 2-3
BASIC COMPATIBILITY CRITERIA AND SUPPORTING INFORMATION

Safety Zone/FAR Part 77 Surface	Compatibility Qualities	Compatibility Factors / Runway Proximity
	• Avigation easement dedication	
Sideline Zones / Transitional Surface (Zone 5)	• Avoid residential uses • Allow all common aviation-related activities provided that height criteria is met (also see Notes for interior noise level requirements) • Limit other non-residential uses similarly to Zone 3, but with slightly higher usage intensities • Prohibit children's schools, large day care centers, hospitals, nursing homes	• Encompasses close-in area lateral to runways • Area not normally overflown; primary risk is with aircraft losing directional control on takeoff • Area is on airport property at most airports
Traffic Pattern Zone / Horizontal Surface (Zone 6)	• Allow residential uses (if not deemed unacceptable because of noise—see Notes) • Allow non-residential uses; prohibit outdoor stadiums and similar uses with very high intensities • Prohibit children's schools, large day care centers. Avoid hospitals and nursing homes	• Generally low likelihood of accident occurrence at most airports; risk concern primarily is with uses for which potential consequences are severe • Zone includes all other portions of regular traffic patterns and pattern entry routes
Other Airport Environ /Horizontal Surface/Outer Conical Surface (Zone 7)	• Prohibit hazards to flight • Allow residential uses	• All areas outside Zones 1 through 6, but within AIA boundaries
High Terrain	• Same as underlying safety zone	

NOTES:
See Chapter 3 for airport-specific criteria, which may change or provide additions to these policies.
Refer to FAR Part 77, *Objects Affecting Navigable Airspace*, for specific airspace review and height limit guidelines.
Per State standards (Title 21, §5012), residential uses are not compatible within the 65 CNEL contour or higher .
Noise-sensitive (e.g., schools, hospitals, libraries, etc.), non-residential uses within the 65 CNEL contour, or higher, must have a maximum interior noise level of 45 dB.
Buyer Awareness notification required for the sale or lease of residential property within airport influence area, per Business Professional Code Section 11010 and Civil Code sections 1102.6, 1103.4, and 1353.
See Caltrans' *California Airport Land Use Planning Handbook* for additional guidance on safety and noise compatibility issues.

DEFINITIONS:
Allow: Use is acceptable.
Limit: Use is acceptable only if density/intensity restrictions are met.
Avoid: Use generally should not be permitted unless no feasible alternative is available.
Prohibit: Use should not be permitted under any circumstances.
Children's Schools: Through grade 12.
Large Day Care Centers: Commercial facilities as defined in accordance with state laws; for the purposes here, family day care homes and noncommercial facilities ancillary to a place of business are generally allowed.
Aboveground Bulk Storage of Fuel: Tank size greater than 6,000 gallons (this suggestion is based on the Uniform Fire Code criteria which are more stringent for larger tank sizes).

SOURCE:
Caltrans, *California Airport Land Use Planning Handbook,* January 2002, Table 9B.

REFERENCES:
The risk factors presented here are derived from the *California Airport Land Use Planning Handbook*, and are intended to demonstrate the need for the safety criteria provided in Chapters 2 and 3 of this ALUCP.
Height limits and the review of objects in airport airspace is determined under the guidelines of Federal Aviation Regulation (FAR) Part 77: *Objects Affecting Navigable Airspace*.
Hazards to flight would include tall objects, visual and electronic forms of interference, and land use development that would attract wildlife hazardous to aircraft operations.

TABLE 3-1
NOISE COMPATIBILITY CRITERIA

Land Use Category[1]	Exterior Noise Exposure (dB CNEL)			
	<55	55-59	60-64	>65
Agricultural, Recreational, and Animal-Related				
Outdoor amphitheaters	P	P	P	X
Zoos; animal shelters; neighborhood parks; playgrounds	P	P	P	X
Regional parks; athletic fields; golf courses; outdoor spectator sports; water recreation facilities	P	P	P	C
Nature preserves; wildlife preserves; livestock breeding or farming	P	P	P	X
Agriculture (except residences and livestock); fishing	P	P	P	P
Residential, Lodging, and Care				
Residential, (including single-family and mobile homes)	P	P	C	X
Residential,(multi-family; retirement homes; residential; residential hotels)	P	P	P	X
Residential hotels; retirement homes; hospitals; nursing homes; intermediate care facilities	P	P	P	X
Hotels; motels; other transient lodging	P	P	P	X
Public				
Schools; libraries	P	P	P	C
Auditoriums; concert halls; indoor arenas; places of worship; cemeteries	P	P	P	P
Commercial and Industrial				
Office buildings; office areas of industrial facilities; medical clinics; clinical laboratories; commercial - retail; shopping centers; restaurants; movie theaters	P	P	P	C
Commercial - wholesale; research and development	P	P	P	C
Industrial; manufacturing; utilities; public rights-of-way	P	P	P	C

Land Use	Acceptability	Interpretation/Comments
P	Permitted	*Indoor Uses*: Standard construction methods will sufficiently attenuate exterior noise to an acceptable indoor community noise equivalent level (CNEL). *Outdoor Uses*: Activities associated with the land use may be carried out with essentially no interference from aircraft noise.
C	Conditional	*Indoor Uses*: Building structure must be capable of attenuating exterior noise to the indoor CNEL indicated by the number; standard construction methods will normally suffice. *Outdoor Uses*: CNEL is acceptable for outdoor activities, although some noise interference may occur; caution should be exercised with regard to noise-sensitive uses.
X	Incompatible	*Indoor Uses*: Unacceptable noise interference if windows are open; at exposures above 65 dB CNEL, extensive mitigation techniques are required to make the indoor environment acceptable for performance of activities. *Outdoor Uses*: Severe noise interference makes outdoor activities unacceptable.

Source: ESA, 2007; *California Airport Land Use Compatibility Handbook* (Caltrans, 2002); PUC 21001 *et seq.*, California State Aeronautics Act.

[1] Land uses not specifically listed shall be evaluated using the criteria for similar uses.

Note: The layout of this table was created using the framework developed in previous compatibility plans (Mead & Hunt, 2006).

TABLE 3-2
SAFETY COMPATIBILITY CRITERIA

Land Uses	Safety Compatibility Zones						
	1	2	3	4	5	6	7
Maximum Site-wide Average Non-Residential Intensity (People/Acre)	10	40	80	100	100	No Limit	No Limit
Recommended Open Land	100%	40%	30%	20%	20%	0%	0%
Correctional Facilities	X	X	X	X	X	C	P
High Capacity Indoor assembly room *(≥ 1,000 people)*	X	X	X	X	X	X	C
Medium to large indoor assembly room *(≥300. <1,000 people)*	X	X	X	C	X	C	C
Low capacity indoor assembly room *(≤ 300 people)*	X	X	C	C	X	C	P
Large outdoor assembly area *(≥1,000 people)*	X	X	X	X	X	X	C
Medium outdoor assembly area *(≥300, <999*)	X	X	C	C	X	P	P
Small outdoor assembly area (*≥50, ≤299*)	X	X	C	C	X	P	P
Manufacturing, R&D, Industrial Land Uses							
➢ Note: Where uses are listed as "C"-Conditional, please refer to Section 3.3.2.8(c).							
Manufacturing, research and development (*approx. 300 s.f./ person*)	X	X	C	C	C	P	P
Occupancies utilizing hazardous (flammable, explosive, corrosive, or toxic) materials	X	X	Zones 3 - 5: C "Conditional": Special measures to minimize risk in the event of an aircraft accident to be determined by permitting agencies.			P	P
Warehouses, distribution facilities (*approx. 500 s.f./ person*)	X	C	C	P	P	P	P
Storage of hazardous materials: gas stations, etc.	X	X	C	P	P	P	P
Repair garages not requiring use of flammable objects	X	P	P	P	P	P	P
Open parking garages	X	P	P	P	P	P	P
Private garages, carports, and agricultural buildings	X	P	P	P	P	P	P
Agriculture, Natural Features, Resource Operations							
➢ Note: These uses may attract birds or other wildlife considered potentially hazardous to flight. For uses listed as C-Conditional, please see Airspace Protection Policy 3.3.3.7(a)(5) and FAA Advisory Circular 150/5200-33B, located in Appendix C: FAA Airspace Protection Guidance. Commission review requested.							
Truck and specialty crops	X	X	X	X	X	P	P
Field and stalk crops	X	X	X	X	X	X	X
Pasture and range land	X	P	P	P	P	P	P
Orchards	X	X	X	X	X	X	P
Vineyards	X	X	X	X	X	C	P
Dry farm and grain	X	X	X	X	X	X	X
Tree farms, landscape nurseries,	X	X	C	C	X	P	P

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION FINDING THAT THE PACIFIC FUSION IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Planned Development Amendment (PD) 25-002, Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, Conditional Use Permit (CUP) 25-002

The City received applications for Planned Development Industrial Zoning Amendment (PD) 25-002, Vesting Tentative Tract Map (VTTM) 8656/Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, Conditional Use Permit (CUP) 25-002 ("Project").

On August 12, 2025, at a duly noticed public hearing, the Planning Commission considered the Project, made the necessary findings, and adopted Planning Commission Resolution No. 27-25 recommending the City Council find the Project is exempt from the provisions of the California Environmental Quality Act ("CEQA").

On September 8, 2025, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, and all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that prior to taking action on the Project, and at a properly noticed public hearing, the City Council reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Resolution by reference

BE IT FURTHER RESOLVED that the City Council of the City of Livermore, has considered the findings made in Planning Commission Resolution No. 27-25, attached hereto as Exhibit A, and the City Council hereby adopts the same findings by this reference and incorporates them as their own findings as part of this resolution. Based upon the City Council's own independent review of the Record Evidence and considerations, the City Council hereby finds that the Project is categorically exempt from CEQA in accordance with the CEQA Guidelines, Public Resources Code section 21080.69, and Senate Bill 131.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore directs the Planning Manager to file a Notice of Exemption with the Alameda County Clerk, if the project is approved.

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. This resolution is contingent and shall be effective upon the full adoption of Ordinance ____ approving Planned Development Amendment (PD) 25-002 by the City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Christine Crowl
Christine Crowl
Special Counsel

Exhibit A – Planning Commission Resolution No. 27-25

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL FIND THAT THE PACIFIC FUSION PROJECT IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND ADOPT AN ADDENDUM TO THE 2024 SMP 39/40 ENVIRONMENTAL IMPACT REPORT

Pacific Fusion Project

On March 25, 2024, the Livermore City Council adopted Resolution No. 2024-043, adopting California Environmental Quality Act Findings, a Statement of Overriding Considerations, a Mitigation Monitoring and Reporting Program, and certifying the Final Environmental Impact Report for the SMP 39/40 Project ("2024 EIR") (State Clearinghouse No. 2023010091).

On April 24, 2025, the City received an application from Hines Inc., on behalf of Pacific Fusion ("Applicant") for Planned Development Amendment (PD) 25-002, Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, and Conditional Use Permit (CUP) 25-002 to develop an approximately 14-acre portion of a parcel identified by Assessor's Parcel Number (APN) 904-3-1-4, known as SMP 39, located on the south side of West Jack London Boulevard adjacent to the existing Oaks Business Park and approximately 800 feet west of the Discovery Drive/West Jack London Boulevard intersection. The applicant would build a light industrial building that would function as a research and development and advanced manufacturing facility that would test and demonstrate commercially viable clean energy through fusion power, known as Pacific Fusion ("Project"). The Project also includes amendments to the Planned Development zoning to increase allowable height and remove the 20% cap on Warehouse and Distribution Facilities.

In August 2025, the City prepared an Addendum to the 2024 EIR ("Addendum") pursuant to the California Environmental Quality Act ("CEQA").

On July 1, 2025, the State adopted Senate Bill (SB) 131, authorizing a categorical CEQA exemption for projects that consist exclusively of a facility for advanced manufacturing.

On August 12, 2025, the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendations, all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Livermore that prior to taking action on the Project, and at a properly noticed public meeting, the Planning Commission reviewed written and oral staff reports, conducted a public hearing on the Project, took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The Planning Commission's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore, based upon its own independent review of the Record Evidence and considerations, hereby finds the Project is categorically exempt from CEQA in accordance with CEQA and CEQA

Guidelines:

Section: 21080.69, as amended by Senate Bill 131, a project that consists exclusively of a facility for advanced manufacturing

1. Findings. A project that consists exclusively of a facility for advanced manufacturing, as defined in [Public Resources Code] Section 26003, if the project is located on a site zoned exclusively for industrial uses.

   Response: Section 26003 defines advanced manufacturing as follows:

   "'Advanced manufacturing' means manufacturing processes that improve existing or create entirely new materials, products, and processes through the use of science, engineering, or information technologies, high-precision tools and methods, a high-performance workforce, and innovative business or organizational models utilizing any of the following technology areas."

   Pacific Fusion is considered "advanced manufacturing" because the project would create entirely new equipment and processes using science and engineering to generate, demonstrate, and test the effectiveness of fusion energy. A majority of the equipment, machinery, and systems would be custom created on site (without the use of off-the-shelf components), which requires high-precision tools and construction methods, a high-performance and advance workforce, and innovative business models.

Exceptions - Section 15300.2

None of the exceptions to the categorical exemption listed in CEQA Guidelines Section 15300.2 apply, as described below.

1. Location. The project site is not located within a sensitive area. The site is not a designated wetland. It is not located along any faults nor within an Alquist-Priolo fault zone. The site is not located within a California Department of Forestry and Fire Protection "very High Fire Hazard Severity Zone" for a local responsibility area or in a "Fire Hazard Severity Zone" in a state responsibility area, and is not located within a Flood Hazard Area identified by the Federal Emergency Management Agency.

2. Cumulative Impact. As stated in the attached Addendum, the project is consistent with the previously adopted 2024 EIR, and is consistent with the level of development that the City approved for the General Plan. The project would not result in any significant impacts, and its contribution to regional growth is not cumulatively considerable. Therefore, the Project will not result in any cumulative impacts.

3. Significant Effects Resulting from Unusual Circumstances. There is no reasonable possibility that the Project will have a significant effect on the environment due to unusual circumstances. There is no evidence that any unusual circumstances exist. The development is consistent with the level of development contemplated by the General Plan and there is no evidence that the use and development would result in significant

environmental effects.

4. Scenic Highways. The project site is not located along any routes identified as a Scenic Highway by the California Department of Transportation. No damage to scenic resources will occur.

5. Hazardous Waste Sites. The project site is not included on the list of hazardous waste facilities compiled pursuant to California Government Code Section 65962.5, which comprises the following five parts: the list of Hazardous Waste and Substances sites from the Department of Toxic Substances Control (DTSC) EnviroStor database; the list of Leaking Underground Storage Tank (LUST) sites from the State Water Resource Control Board (SWRCB) Geotracker database; the list of solid waste disposal sites identified by the SWRCB with waste constituents above hazardous waste levels outside the waste management list; the list of active Cease and Desist Orders or Cleanup and Abatement Orders that concern the discharge of wastes that are hazardous materials; or the list of hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code identified by DTSC.

6. Historical Resources. No substantial adverse change will occur to the significance of any historical resource. The project site does not contain any resource listed in Livermore's 2021 Historic Resources Inventory, the State Register of Historic Places, or the National Register of Historic Places.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore, based upon its own independent review of the Record Evidence and considerations, has considered the 2024 EIR, and recommends the City Council: 1) determine that no subsequent or supplemental Environmental Impact Report is required given that substantial project and circumstantial changes have not occurred and no new information of substantial importance as set forth in CEQA Guidelines 15162 exists, and 2) adopt the August 2025 Addendum to the 2024 EIR, in accordance with CEQA, given that none of the following conditions exist:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

   Response: Given the limited scope of changes that would occur as a result of the proposed project in comparison to the 2024 approved project, the Addendum provides a detailed evaluation of select CEQA topics potentially affected by the changes, including air quality, energy, greenhouse gas (GHG) emissions, hazards and hazardous materials, noise, and transportation. The remaining CEQA topics are appropriately discussed at a lesser level of detail. The Addendum analyzes potential Project impacts, including impacts from amending the Planned Development zoning to remove the 20% cap on Warehouse and Distribution Facilities and the increase in allowable height with a Conditional Use Permit.

   Substantial changes are not proposed to the project nor have substantial changes

occurred that would require major revisions to the 2024 EIR prepared for the SMP 39/40 project. Substantially more severe impacts beyond those identified and analyzed in the Previous EIR would not occur as a result of the proposed Project. All contemplated light industrial, research and development, advance manufacturing and supportive land uses in the Planned Development zoning remain the same. The total allowable light industrial square footage of the Planned Development zoning remains the same, so the quantity of industrial development is within what was contemplated by the 2024 EIR. No new land uses or operations have been introduced into the Project site that would cause new significant impacts.

Overall, the proposed Project would result in no new impact or mitigation information of substantial importance that would generate new, more severe impacts or require new mitigation measures compared to those identified for the original project in the 2024 EIR. As such, the proposed project would not result in conditions identified in CEQA Guidelines Section 15162 requiring supplemental environmental review or a Subsequent EIR, and these are therefore not required for the proposed Project.

For these reasons, the City concludes that the analyses conducted, the conclusions reached and the mitigation measures adopted in the 2024 EIR would not be substantially changed for the proposed Project. The proposed Project would remain subject to all previously adopted mitigation measures and uniformly applicable development policies included in the 2024 EIR. Based on the above analysis, no subsequent action under CEQA Guidelines Sections 15162 or 15164 is required.

2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

   Response: No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the 2024 EIR due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects.

   The Project site is located on a 14-acre portion on an approximately 52-acre area evaluated under the 2024 EIR. No new environmental effects have been identified onsite, and the Project is consistent with the land uses and contemplated in the zoning.

3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

   a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;

c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Response: There is no "new information of substantial importance" as that term is used in CEQA Guidelines Section 15162(a)(3). Therefore, the 2024 EIR is adequate, and this evaluation serves as an Addendum to the 2024 City of Livermore SMP 39/40 Environmental Impact Report.

No new operational, use, or natural hazard impacts have been identified. The Project's traffic study has not identified any impacts beyond those discussed in the 2024 EIR. Fire Protection would be provided by the Livermore-Pleasanton Fire Department. For these reasons, there is no new information of substantial importance that would cause any additional or worsened significant impacts.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends that the City Council direct the Planning Manager to file a Notice of Exemption and a Notice of Determination with the Alameda County Clerk if the Project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department, 1052 S. Livermore Avenue, in Livermore, California,

On the motion by Commissioner Anderson, seconded by Vice Chair Kronzak, the foregoing Resolution was passed and adopted at the Planning Commission meeting of August 12, 2025, by the following vote:

AYES: ANDERSON, FINTSCHENKO, HORNER, KRONZAK, STEELE.
NOES: NONE.
ABSENT: NONE.

Yolonda Fintschenko, Chairperson

Stephen Riley

By Stephen Riley, Planning Manager
Secretary to the Planning Commission

Exhibit A – Pacific Fusion Addendum

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADOPTING THE AUGUST 2025 ADDENDUM TO THE 2024 SMP 39/40 ENVIRONMENTAL IMPACT REPORT IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Pacific Fusion

On March 25, 2024, the Livermore City Council adopted Resolution No. 2024-043, adopting California Environmental Quality Act Findings, a Statement of Overriding Considerations, a Mitigation Monitoring and Reporting Program, and certifying the Final Environmental Impact Report for the SMP 39/40 Project ("2024 EIR") (State Clearinghouse No. 2023010091).

On April 24, 2025, the City received an application from Hines Inc., on behalf of Pacific Fusion ("Applicant") for Planned Development Industrial Zoning Amendment (PD) 25-002, Vesting Tentative Tract Map (VTTM) 8656/Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, and Conditional Use Permit (CUP) 25-002 to develop an approximately 14-acre portion of a parcel identified by Assessor's Parcel Number (APN) 904-3-1-4, known as SMP 39, located on the south side of West Jack London Boulevard adjacent to the existing Oaks Business Park and approximately 800 feet west of the Discovery Drive/West Jack London Boulevard intersection. The applicant would build a light industrial building that would function as a research and development and advanced manufacturing facility that would test and demonstrate commercially viable clean energy through fusion power, known as Pacific Fusion ("Project"). The Project also includes amendments to the Planned Development zoning to increase allowable height and remove the 20% cap on Warehouse and Distribution Facilities.

In August 2025, the City prepared an Addendum to the 2024 EIR ("Addendum") pursuant to the California Environmental Quality Act ("CEQA").

On August 12, 2025, the Planning Commission held a duly noticed public hearing to consider the Project, made the necessary findings, and adopted Planning Commission Resolution No. 27-25, recommending that the City Council adopt the Pacific Fusion Addendum to the 2024 EIR.

On September 8, 2025, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, and all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that prior to taking action on the Project, and at a properly noticed public hearing, the City Council reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore has considered the findings made in Planning Commission Resolution No. 27-25, attached hereto as Exhibit A, adopts those same findings by this reference, and incorporates them as their own findings as part of this resolution. Based upon the City Council's own independent review of the Record Evidence, the City Council has considered the 2024 EIR, and determines that no subsequent or supplemental Environmental Impact Report is required given that substantial project and circumstantial changes have not occurred and no new information of substantial importance as set forth in CEQA Guidelines 15162 exists, and hereby adopts the August 2025 Addendum to the 2024 EIR, attached hereto as Exhibit B, in accordance with the California Environmental Quality Act ("CEQA").

BE IT FURTHER RESOLVED that the City Council of the City of Livermore directs the Planning Manager to file a Notice of Determination with the Alameda County Clerk, if the project is approved.

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. This resolution is contingent and shall be effective upon the full adoption of Ordinance ____ approving Planned Development Amendment (PD) 25-002 by the City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Christine Crowl
Christine Crowl
Special Counsel

Exhibit A – Planning Commission Resolution No. 27-25
Exhibit B – Pacific Fusion Addendum

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL FIND THAT THE PACIFIC FUSION PROJECT IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND ADOPT AN ADDENDUM TO THE 2024 SMP 39/40 ENVIRONMENTAL IMPACT REPORT

Pacific Fusion Project

On March 25, 2024, the Livermore City Council adopted Resolution No. 2024-043, adopting California Environmental Quality Act Findings, a Statement of Overriding Considerations, a Mitigation Monitoring and Reporting Program, and certifying the Final Environmental Impact Report for the SMP 39/40 Project ("2024 EIR") (State Clearinghouse No. 2023010091).

On April 24, 2025, the City received an application from Hines Inc., on behalf of Pacific Fusion ("Applicant") for Planned Development Amendment (PD) 25-002, Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, and Conditional Use Permit (CUP) 25-002 to develop an approximately 14-acre portion of a parcel identified by Assessor's Parcel Number (APN) 904-3-1-4, known as SMP 39, located on the south side of West Jack London Boulevard adjacent to the existing Oaks Business Park and approximately 800 feet west of the Discovery Drive/West Jack London Boulevard intersection. The applicant would build a light industrial building that would function as a research and development and advanced manufacturing facility that would test and demonstrate commercially viable clean energy through fusion power, known as Pacific Fusion ("Project"). The Project also includes amendments to the Planned Development zoning to increase allowable height and remove the 20% cap on Warehouse and Distribution Facilities.

In August 2025, the City prepared an Addendum to the 2024 EIR ("Addendum") pursuant to the California Environmental Quality Act ("CEQA").

On July 1, 2025, the State adopted Senate Bill (SB) 131, authorizing a categorical CEQA exemption for projects that consist exclusively of a facility for advanced manufacturing.

On August 12, 2025, the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendations, all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Livermore that prior to taking action on the Project, and at a properly noticed public meeting, the Planning Commission reviewed written and oral staff reports, conducted a public hearing on the Project, took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The Planning Commission's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore, based upon its own independent review of the Record Evidence and considerations, hereby finds the Project is categorically exempt from CEQA in accordance with CEQA and CEQA

Guidelines:

Section: 21080.69, as amended by Senate Bill 131, a project that consists exclusively of a facility for advanced manufacturing

1. Findings. A project that consists exclusively of a facility for advanced manufacturing, as defined in [Public Resources Code] Section 26003, if the project is located on a site zoned exclusively for industrial uses.

   Response: Section 26003 defines advanced manufacturing as follows:

   "'Advanced manufacturing' means manufacturing processes that improve existing or create entirely new materials, products, and processes through the use of science, engineering, or information technologies, high-precision tools and methods, a high-performance workforce, and innovative business or organizational models utilizing any of the following technology areas."

   Pacific Fusion is considered "advanced manufacturing" because the project would create entirely new equipment and processes using science and engineering to generate, demonstrate, and test the effectiveness of fusion energy. A majority of the equipment, machinery, and systems would be custom created on site (without the use of off-the-shelf components), which requires high-precision tools and construction methods, a high-performance and advance workforce, and innovative business models.

Exceptions - Section 15300.2

None of the exceptions to the categorical exemption listed in CEQA Guidelines Section 15300.2 apply, as described below.

1. Location. The project site is not located within a sensitive area. The site is not a designated wetland. It is not located along any faults nor within an Alquist-Priolo fault zone. The site is not located within a California Department of Forestry and Fire Protection "very High Fire Hazard Severity Zone" for a local responsibility area or in a "Fire Hazard Severity Zone" in a state responsibility area, and is not located within a Flood Hazard Area identified by the Federal Emergency Management Agency.

2. Cumulative Impact. As stated in the attached Addendum, the project is consistent with the previously adopted 2024 EIR, and is consistent with the level of development that the City approved for the General Plan. The project would not result in any significant impacts, and its contribution to regional growth is not cumulatively considerable. Therefore, the Project will not result in any cumulative impacts.

3. Significant Effects Resulting from Unusual Circumstances. There is no reasonable possibility that the Project will have a significant effect on the environment due to unusual circumstances. There is no evidence that any unusual circumstances exist. The development is consistent with the level of development contemplated by the General Plan and there is no evidence that the use and development would result in significant

environmental effects.

4. Scenic Highways. The project site is not located along any routes identified as a Scenic Highway by the California Department of Transportation. No damage to scenic resources will occur.

5. Hazardous Waste Sites. The project site is not included on the list of hazardous waste facilities compiled pursuant to California Government Code Section 65962.5, which comprises the following five parts: the list of Hazardous Waste and Substances sites from the Department of Toxic Substances Control (DTSC) EnviroStor database; the list of Leaking Underground Storage Tank (LUST) sites from the State Water Resource Control Board (SWRCB) Geotracker database; the list of solid waste disposal sites identified by the SWRCB with waste constituents above hazardous waste levels outside the waste management list; the list of active Cease and Desist Orders or Cleanup and Abatement Orders that concern the discharge of wastes that are hazardous materials; or the list of hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code identified by DTSC.

6. Historical Resources. No substantial adverse change will occur to the significance of any historical resource. The project site does not contain any resource listed in Livermore's 2021 Historic Resources Inventory, the State Register of Historic Places, or the National Register of Historic Places.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore, based upon its own independent review of the Record Evidence and considerations, has considered the 2024 EIR, and recommends the City Council: 1) determine that no subsequent or supplemental Environmental Impact Report is required given that substantial project and circumstantial changes have not occurred and no new information of substantial importance as set forth in CEQA Guidelines 15162 exists, and 2) adopt the August 2025 Addendum to the 2024 EIR, in accordance with CEQA, given that none of the following conditions exist:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

   Response: Given the limited scope of changes that would occur as a result of the proposed project in comparison to the 2024 approved project, the Addendum provides a detailed evaluation of select CEQA topics potentially affected by the changes, including air quality, energy, greenhouse gas (GHG) emissions, hazards and hazardous materials, noise, and transportation. The remaining CEQA topics are appropriately discussed at a lesser level of detail. The Addendum analyzes potential Project impacts, including impacts from amending the Planned Development zoning to remove the 20% cap on Warehouse and Distribution Facilities and the increase in allowable height with a Conditional Use Permit.

   Substantial changes are not proposed to the project nor have substantial changes

occurred that would require major revisions to the 2024 EIR prepared for the SMP 39/40 project. Substantially more severe impacts beyond those identified and analyzed in the Previous EIR would not occur as a result of the proposed Project. All contemplated light industrial, research and development, advance manufacturing and supportive land uses in the Planned Development zoning remain the same. The total allowable light industrial square footage of the Planned Development zoning remains the same, so the quantity of industrial development is within what was contemplated by the 2024 EIR. No new land uses or operations have been introduced into the Project site that would cause new significant impacts.

Overall, the proposed Project would result in no new impact or mitigation information of substantial importance that would generate new, more severe impacts or require new mitigation measures compared to those identified for the original project in the 2024 EIR. As such, the proposed project would not result in conditions identified in CEQA Guidelines Section 15162 requiring supplemental environmental review or a Subsequent EIR, and these are therefore not required for the proposed Project.

For these reasons, the City concludes that the analyses conducted, the conclusions reached and the mitigation measures adopted in the 2024 EIR would not be substantially changed for the proposed Project. The proposed Project would remain subject to all previously adopted mitigation measures and uniformly applicable development policies included in the 2024 EIR. Based on the above analysis, no subsequent action under CEQA Guidelines Sections 15162 or 15164 is required.

2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

   Response: No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the 2024 EIR due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects.

   The Project site is located on a 14-acre portion on an approximately 52-acre area evaluated under the 2024 EIR. No new environmental effects have been identified onsite, and the Project is consistent with the land uses and contemplated in the zoning.

3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

   a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;

c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Response: There is no "new information of substantial importance" as that term is used in CEQA Guidelines Section 15162(a)(3). Therefore, the 2024 EIR is adequate, and this evaluation serves as an Addendum to the 2024 City of Livermore SMP 39/40 Environmental Impact Report.

No new operational, use, or natural hazard impacts have been identified. The Project's traffic study has not identified any impacts beyond those discussed in the 2024 EIR. Fire Protection would be provided by the Livermore-Pleasanton Fire Department. For these reasons, there is no new information of substantial importance that would cause any additional or worsened significant impacts.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends that the City Council direct the Planning Manager to file a Notice of Exemption and a Notice of Determination with the Alameda County Clerk if the Project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department, 1052 S. Livermore Avenue, in Livermore, California,

On the motion by Commissioner Anderson, seconded by Vice Chair Kronzak, the foregoing Resolution was passed and adopted at the Planning Commission meeting of August 12, 2025, by the following vote:

AYES: ANDERSON, FINTSCHENKO, HORNER, KRONZAK, STEELE.
NOES: NONE.
ABSENT: NONE.

Yolonda Fintschenko, Chairperson

Stephen Riley

By Stephen Riley, Planning Manager
Secretary to the Planning Commission

Exhibit A – Pacific Fusion Addendum

CITY OF LIVERMORE
COMMUNITY DEVELOPMENT DEPARTMENT

LIVERMORE
CALIFORNIA

SMP 39 Project

CEQA Addendum to the SMP 39/SMP 40 Project EIR

August 2025

Prepared by

RANEY PLANNING & MANAGEMENT, INC. | 25 years
1501 Sports Drive, Suite A, Sacramento, CA 95834

A. INTRODUCTION AND SUMMARY

The purpose of this Addendum is to demonstrate that the SMP 39 Project (proposed project) has been adequately analyzed in the previous environmental review under the California Environmental Quality Act (CEQA) and that further evaluation is not required.

B. PROJECT BACKGROUND

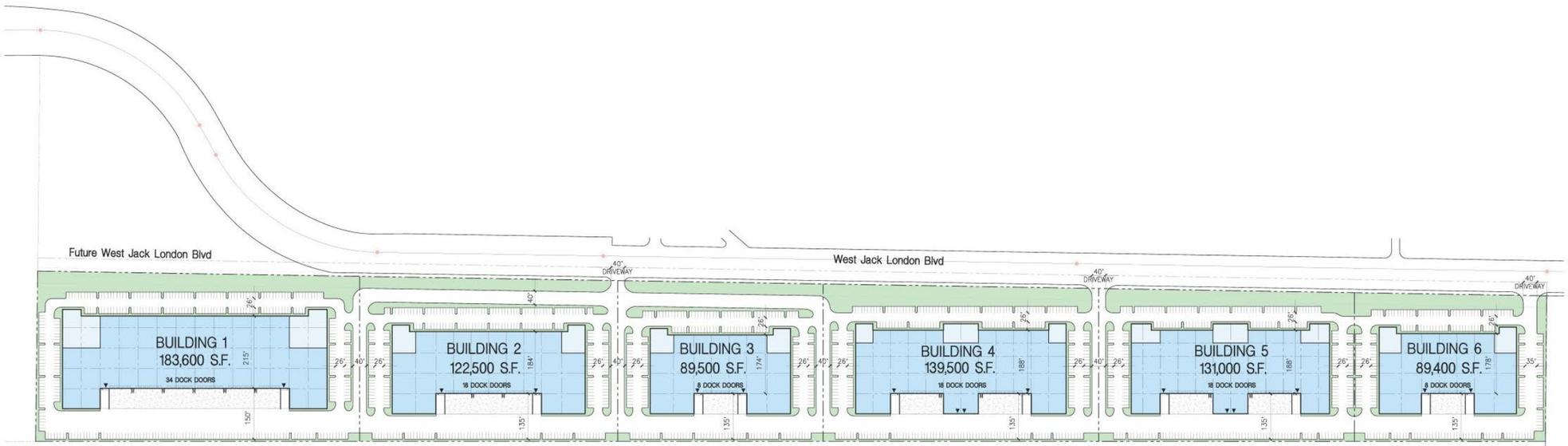
In March 2024, the City of Livermore certified a Draft Environmental Impact Report (EIR) and a Final EIR, both of which are hereafter referred to as the "2024 EIR," which included an attached Initial Study (IS), hereafter referred to as the "2023 IS," for the SMP 39/SMP 40 Project EIR (State Clearinghouse [SCH] # 2023010091). The 2024 EIR evaluated the development of the Surface Mining Permit (SMP) 39 site with up to six light industrial buildings, consisting of up to approximately 755,500 square feet (sf) of new building space, and associated internal roadways and other improvements; for SMP 40, the 2024 EIR analyzed the development of two industrial buildings consisting of up to 759,275 sf of new building space with related internal roadways and other improvements. A number of approvals were determined to be required for development of SMP 39 and SMP 40, including a Sphere of Influence (SOI) Amendment for SMP 39, and General Plan Amendment, Pre-zoning and Annexation, Zoning Map Amendment/Planned Development, Vesting Tentative Subdivision Maps, a Pre-Annexation Agreement, and Development Agreement for both SMP 39 and SMP 40. A Site Plan Design Review entitlement was required for SMP 39 and SMP 40, which included a review of the site plan, building, and landscape design. However, the 2024 EIR the application included a Site Plan Design Review entitlement for only SMP 40 at the time of the 2024 EIR; thus, the 2024 EIR determined that a Site Plan Design Review entitlement would be required at a later date for the future development of SMP 39.

The SMP 39 site was pre-zoned as Planned Development-Industrial (PD-I 22-001) and was approved for development of up to six light industrial buildings, totaling approximately 755,500 sf of new building space (see Figure 1). The six light industrial buildings anticipated for development within the project site were expected to have a maximum height of 50 feet, or 55 feet with approval of a Conditional Use Permit; were expected to range in size from 89,400 sf to 183,600 sf; and each building was expected to include between eight to 34 dock doors for a site-wide total of 104 dock doors. A total of 1,647 parking stalls were anticipated for the SMP 39 site, including 104 truck/trailer stalls. In addition, the project site was anticipated to be developed with internal roadways and other improvements, including associated utility, parking, and landscaping improvements.

Buildout of the SMP 39 site was anticipated to include frontage improvements to, and right-of-way dedication for, the ultimate buildout of West Jack London Boulevard. Ultimate buildout of the roadway was anticipated to consist of four through lanes, including a 12-foot through lane and a 14-foot through lane on each side, a 16-foot landscape median buffer in the center of the roadway, as well as a six-foot bike lane on each side of the roadway, separated from the through lanes by a two-foot buffer.

Pursuant to what was anticipated for the site in the 2024 EIR, access to SMP 39 would be provided through three new 40-foot-wide driveways from West Jack London Boulevard to the north. New paving for parking stalls and drive aisles was anticipated to be provided along the north, east, and west sides of each new building. The loading docks would be located on the south side of each building, opposite West Jack London Boulevard, accessible through a larger drive aisle along the southern portion of the site. Additional parking stalls would be located along the southern boundary of the site, opposite the loading docks and larger drive aisle.

Figure 1
Preliminary Site Plan for SMP 39



Tabulation

	BLDG.1	BLDG.2	BLDG.3	BLDG.4	BLDG.5	BLDG.6	TOTAL	
SITE AREA								
In s.f.	473,671	367,700	285,788	363,649	337,531	256,615	2,084,953	s.f.
In acres	10.87	8.44	6.56	8.35	7.75	5.89	47.86	ac
BUILDING AREA								
Office	20,000	10,000	6,000	10,000	10,000	6,000	62,000	s.f.
Industrial	163,600	112,500	83,500	129,500	121,000	83,400	693,500	s.f.
TOTAL	183,600	122,500	89,500	139,500	131,000	89,400	755,500	s.f.
COVERAGE	38.8%	33.3%	31.3%	38.4%	38.8%	34.8%	36.2%	
AUTO PARKING REQUIRED								
Office: 1/300 s.f.	67	33	20	33	33	20	207	stalls
Industrial 1/1,200 s.f.	136	94	70	108	101	70	578	stalls
TOTAL	203	127	90	141	134	90	785	stalls
CLIENT REQUIRED AUTO PARKING								
Standard 2/1000 s.f.	374	245	177	279	256	176	1,507	stalls
AUTO PARKING PROVIDED								
Standard (9' x 19')	360	280	225	287	268	227	1,647	stalls

north

1" = 120'

Aerial Map



Legend

- POTENTIAL OFFICE
- INDUSTRIAL
- LANDSCAPE
- ▼ DRIVE THRU DOOR

As part of the proposed frontage improvements, buildout was anticipated to include an at-grade, paved shared-use path within a 38.5-foot trail easement along the project frontage, consistent with the City's Active Transportation Plan (ATP). The shared-use path would provide a connection to the existing path along the western boundary of the Oaks Business Park and eventually to the Arroyo Mocho Trail. The path would be similar to the existing path along the Oaks Business Park site.

Since the certification of the 2024 EIR, construction of the approved industrial uses on the SMP 40 site has commenced. The conditions of SMP 39 have not changed since the certification of the 2024 EIR.

C. PROJECT DESCRIPTION

The following provides a description of the project site's current location and setting, as well as the proposed project components and the discretionary actions required for the project.

Project Location and Setting

The project site consists of the SMP 39 site, a rectangular-shaped, approximately 51.9-acre parcel owned by SMP 39, LLC. that is identified by Assessor's Parcel Number (APN) 904-3-1-4 (see Figure 2). SMP 39 is currently undeveloped and surrounded by existing uses, including a paved shared-use path and the Livermore Municipal Airport 100 feet to the north, across West Jack London Boulevard; the Oaks Business Park to the east and the Arroyo Mocho Trail and single-family residences further east, across Isabel Avenue/SR 84; gravel quarries and industrial ponds associated with mining operations to the south, within unincorporated Alameda County; and SMP 38 and industrial ponds to the west (see Figure 3).

Due to the site's proximity to the Livermore Municipal Airport, the site is within the Airport's Land Use Compatibility Plan (ALUCP) area, specifically within the Airport Protection Area boundaries and the Airport Influence Area boundaries identified in the ALUCP. The majority of SMP 39 is within ALUCP Safety Zone 6, with a small portion of the northwest corner of SMP 39 located within Safety Zone 3, discussed further below. The City of Livermore General Plan designates the site as Low Intensity Industrial (LII) and the site is zoned Planned Development-Industrial (PD-I 22-001).

Project Components

The proposed project would include the development of the eastern portion of the SMP 39 site with a new Pacific Fusion research and development (R&D) facility; development of the remainder of the SMP 39 site is not proposed at this time. Development of the proposed R&D facility would require two amendments to the site-specific PD-I 22-001 zone, as well as approval of a Site Plan Design Review, Vesting Tentative Tract Map Amendment, Conditional Use Permit, and Development Agreement Amendment. The components of the proposed project are described in more detail below.

Pacific Fusion Research and Development Facility

While development of the majority of the project site is not currently proposed, the proposed project would include the development of the easternmost approximately 14 acres of the SMP 39 site with a new research and development (R&D) facility for a company known as Pacific Fusion (see Figure 4). The proposed one-story R&D facility would be approximately 225,500 sf; an increase in the total square footage of all development within the SMP 39 site is not proposed. As such, the remaining development capacity for the SMP 39 site would be 530,000 sf, pursuant to what was analyzed in the 2024 EIR.

Figure 2
Regional Vicinity



Figure 3
Project Site Boundaries

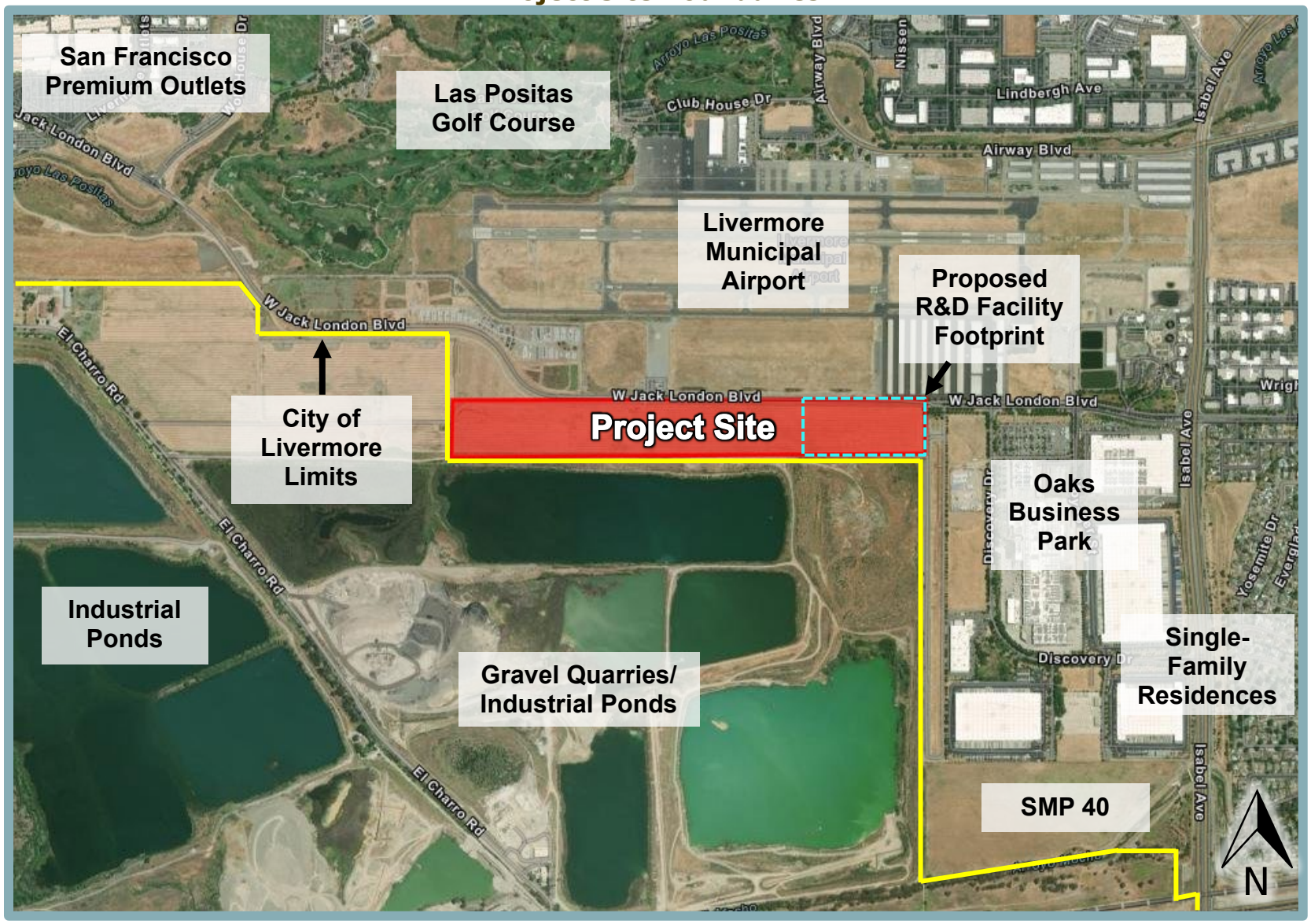
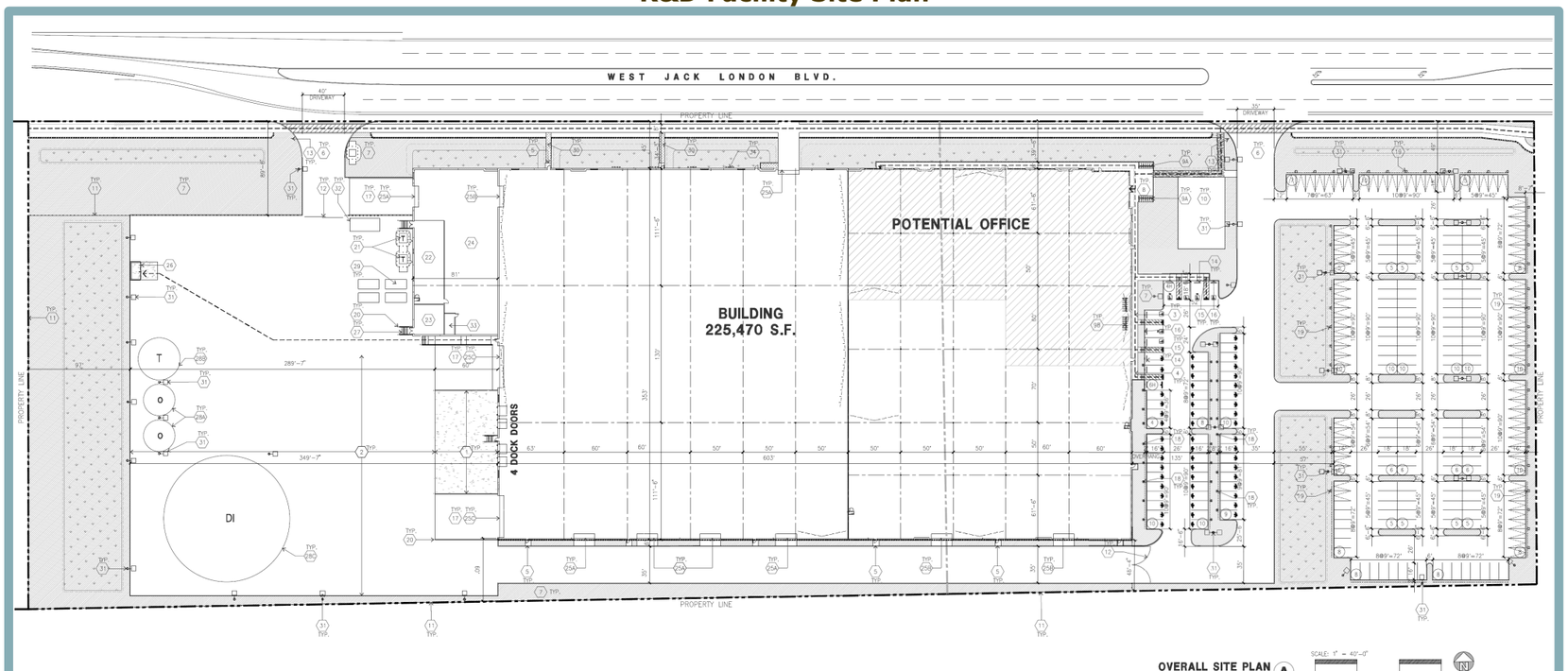


Figure 4
R&D Facility Site Plan



OVERALL SITE PLAN (A) scale: 1" = 40'-0"

SCALE: 1" = 40'-0"
0 40' 80' 120'
TRUE NORTH

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONCRETE PAVEMENT.
2. ASPHALT CONCRETE (AC) PAVING
3. ACCESSIBLE PATH OF TRAVEL
4. CONCRETE WALKWAY, MEDIUM BROOM FINISH.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH SLOPE TO BE 1/4" - 12" MAX
6. DRIVEWAY APRONS
7. LANDSCAPE.
8. HARDSCAPE AT ENTRANCE.
9A. SHORT TERM BIKE RACK.
9B. LONG TERM BIKE RACK.
10. OUTDOOR BREAK AREA.
11. 8'H WROUGHT IRON FENCE.
12. 8'H METAL GATE.
13. ACCESSIBLE ENTRY SIGN.
14. PRE-CAST CONC. WHEEL STOP.
15. TRUNCATED DOMES.
16. ACCESSIBLE PARKING STALL SIGN.
17. CONCRETE RAMP WITH CONCRETE GUARD WALL.
18. ELECTRIC VEHICLE CHARGER.
19. CONC PAD AND CONDUIT FOR FUTURE EV CHARGER
20. CONC. FILLED GUARD POST 6" DIA. U.N.O. 48" H.
21. APPROXIMATE LOCATION OF TRANSFORMER.
22. ELECTRICAL ROOM.
23. FIRE PUMP ROOM.
24. UTILITY ROOM
25A. 20' x 20' DRIVE-IN DOOR
25B. 20' x 15' DRIVE-IN DOOR
25C. 40' x 30' DRIVE-IN DOOR
26. TRASH ENCLOSURE.
27. EXTERIOR METAL STAIR.
28A. OIL 1MVOLT STORAGE TANK - 15'H, 30' DIAMETER
28B. OIL TANK - 30'H, 40' DIAMETER
28C. DEIONIZED WATER STORAGE TANK - 26'H, 120' DIAMETER
29. 9'X9'X20' CONTAINERS
30. DECOMPOSED GRANITE
31. APPROXIMATE LIGHT POLE LOCATION. SEE "E" DWGS.
32. APPROXIMATE LOCATION OF GENERATOR
33. MPOE ROOM
34. VINES TRAINED TO TRELLIS ALONG BUILDING FACADE

SITE PLAN GENERAL NOTES

1. THE SITE PLAN BASED ON THE SOILS REPORT PREPARED BY
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES
5. PROVIDE STRUCTURAL CALCULATION AND CONSTRUCTION ANCHORAGE DETAIL FOR TRANSFORMER PRIOR TO INSTALLATION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STAKING LAYOUT POINTS.
9. SEE "C" DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH
11. U.N.O. PROVIDE KNOX BOXES AT ALL OFFICE ENTRANCES.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. ON-SITE FIRE MAIN, FIRE SPRINKLER, AND SPRINKLER MONITORING SYSTEM SHALL BE SUBMITTED SEPARATELY TO THE FIRE DEPARTMENT FOR REVIEW AND PERMITTING.
14. ALL VERTICAL MOUNTING POLES OF FENCING SHALL BE CAPPED.
15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
16. ALL INTERIOR AND EXTERIOR WALK SURFACES TO BE NON-SLIP TYPE

SITE PLAN GENERAL NOTES

- CONCRETE PAVING SEE "C" DRWGS. FOR THICKNESS
- COMPACT PARKING STALL 8' X 15' (13' WITH 2' OVERHANG)
- STANDARD PARKING STALL 8.5' X 18' (16' WITH 2' OVERHANG)
- ACCESSIBLE PARKING STALL (9' X 18') ACCESSIBLE AISLE
- STANDARD PARKING STALL W/ EVCS INSTALLED
- STANDARD PARKING STALL W/ CONDUITS ONLY
- ACCESSIBLE PARKING (VAN) STALL (12' X 18') + 5' W/ ACCESSIBLE AISLE
- TRAILER PARKING (10' X 53')
- LANDSCAPED AREA
- NON-ACCESSIBLE PATH
- 3-HR RATED WALL
- PATH OF TRAVEL, MINIMUM WIDTH TO BE 4', SLOPE NOT TO EXCEED 5% IN THE DIRECTION OF TRAVEL AND CROSS SLOPE NOT TO EXCEED 2%, SEE CIVIL FOR GRADING PLAN

While the majority of the building would have a maximum height of 45 feet, a portion of the R&D facility containing a pulse system (or Pulser), which is described in additional detail below, would have a maximum height of 110 feet to support the proposed specialized equipment. The R&D facility would consist of approximately 35,000 sf of office and operational support space; approximately 180,470 sf of industrial/R&D space (this would also be the only portion of the building with a maximum height of 110 feet); and approximately 10,000 sf of central utility space, including the electrical room and fire pump room. The exterior of the proposed R&D facility would include a combination of tilt up concrete for the majority of the structure and a precast panel or metal panel construction for the high-bay space.

The proposed R&D facility would be generally consistent with the industrial uses anticipated for the site. Operation of the R&D facility would be typical of an experimental testing lab, with the intention of advancing the development of commercially viable, limitless, clean, on-demand fusion power using established science, engineering, and manufacturing processes. The proposed project would use a “Pulser system” to deliver fast electric current aimed across an enclosed, shielded chamber that will create an intensely strong magnetic field. That magnetic field will implode a small cylinder containing tritium and deuterium (a non-radioactive isotope), fusing them together (i.e., fusion). The Pulser would be comprised of multiple modules of electrical capacitors connected in series and parallel, and would generate the necessary energy for fusion. The Pulser would store electrical energy from the grid that would be trickle charged throughout the day and then discharge it through pulse tubes and water transmission lines at a target chamber (a “pulse”). One “pulse” would require a load size ultra-capacitor energy storage system which would supply the Pulser with anywhere from five to eight megawatts (MW) to charge the Pulser, used for about one minute once a day. At peak operation, the proposed R&D facility would require approximately 3.3 MW of power for its standard lab and office space operations, including the trickle charging for the power demands of the Pulser.

It is noted that while the proposed R&D facility would use radioactive material, specifically tritium, as a fuel source, unlike current fission reactor power plants, the Pulser would not result in any radioactive nuclear waste. The fusion reaction would result in two products - helium and kinetic energy. Helium is a non-toxic, non-hazardous gas that will naturally dissipate, and the kinetic energy is the desired product of the fusion process.

The Code of Federal Regulations and the California Code of Regulations both contain numerous and rigorous regulatory standards for the protection of workers, the public, and the environment against radiation hazards. The regulations and standards address the maximum dose limits of radiation that are protective of the health of workers and members of the public; procedures for external and internal dose monitoring; radioactive material inventory and access control; radiation safety training; storage and control requirements for radioactive material; proper posting and labelling of shipped radioactive materials; and acceptable waste management and disposal practices. The proposed R&D facility will need to demonstrate to the California Department of Public Health, Radiation Safety and Environmental Management Division, Radiologic Health Branch that it can and will meet and comply with all of the applicable regulatory standards before they are able to obtain a radioactive material license for the possession and use of tritium as a fuel source. The proposed R&D facility will also need to demonstrate a shielding plan that achieves public dose limits before they can register and operate the Pulser with any radioactive materials. Furthermore, the project applicant will also need to obtain a permit from the Bay Area Air District (BAAD), formerly the Bay Area Air Quality Management District (BAAQMD), for its emissions from the facility, testing their emissions from the facility on a regular basis to demonstrate that radioactive effluents from the facility do not exceed dose standards for members of the public.

Development of the R&D facility would include the development of a total of 268 parking spaces located along the eastern side of the building, consisting of 207 standard parking spaces, seven parking spaces designed to be compliant with the Americans with Disabilities Act (ADA), and 54 electric vehicle (EV) ready parking spaces; 81 parking spaces would be EV-capable. The R&D facility would also include three trailer stalls. Although the 2024 EIR anticipated that loading docks would be developed on the south side of on-site buildings, four loading dock doors are proposed on the western side of the currently proposed R&D facility. Additional loading dock doors could be added in the future. It is noted that the proposed project would not alter the off-site roadway improvements anticipated in the 2024 EIR, such as the widening of West Jack London Boulevard.

Consistent with what was anticipated for the site in the 2024 EIR, the City would be responsible for providing water service, sewer service, police protection, and general government services to the proposed R&D facility, along with maintaining public water and sewer mains, and the on-site storm drainage system. The proposed project would include improvements to utilities infrastructure both on-site and in the site vicinity. With respect to stormwater management, the stormwater from the new impervious areas within SMP 39 would be collected and treated pursuant to the requirements listed the City of Livermore's Municipal Separate Storm Sewer System (MS4) Permit. As shown in Figure 5, the R&D facility footprint would be divided into five drainage management areas (DMAs) wherein stormwater would be captured and directed into a bioretention treatment planter before being directed into the existing storm drain system of West Jack London Boulevard. The proposed project would include the extension of PG&E electrical infrastructure from the intersection of West Jack London Boulevard and Voyager Street to the project site; the proposed electrical infrastructure improvements would occur within the existing right-of-way of West Jack London Boulevard or within already heavily disturbed areas.

The proposed project would include the installation of landscaping along all frontages of the R&D facility, as well as within the parking areas (see Figure 6). Proposed plants would include evergreen and deciduous street trees, as well as shrubs and accent planting. Consistent with what was anticipated in the 2024 EIR, all landscaping improvements would be consistent with the City's Design Standards and Guidelines and the City's Water Efficient Landscape Ordinance.

Zoning Amendments and Conditional Use Permit

The proposed project would include two revisions to the site-specific PD-I 22-001 zone to allow greater flexibility for future on-site development. The first revision pertains to conditionally allowed uses within the SMP 39 site and consists of the following, with the changes presented in ~~strikethrough~~ and <u>double underline</u> format:

Conditional Uses for SMP 39 only:

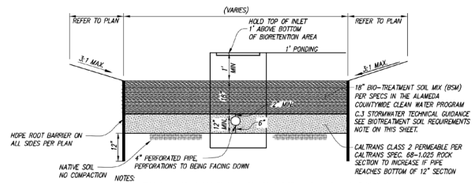
1. Fast-food businesses, banks, personal services, or goods required for the convenience and support of occupants of uses in the surrounding district(s).
2. Warehouse and distribution facilities, including E-commerce/Third Party Logistics (3PL) uses<u>.</u> ~~with the condition that these uses may only occupy up to 20 percent of the total buildable site area.~~
3. Sale of heavy equipment and construction related vehicles and equipment, including associated repair, service, and parts distribution facilities, provided they are manufactured and/or sold on-site. Showrooms related to this use may be a conditionally permitted ancillary use.
4. Similar uses as determined by the Planning Commission to be of the same general character as the listed uses.

Figure 5
Preliminary Stormwater Quality Control Plan for the Proposed R&D Facility

TREATMENT CONTROL MEASURE SUMMARY TABLE

Area No.	Area (SF)	Area (AC)	Landscape (SF)	Landscape (AC)	Imperv. (SF)	Imper. (AC)	Treatment Area* (SF)	Treatment Required **(SF)	Treatment Provided *** (SF)	Sizing Ratio*** (%)	Sizing Criteria	Type of Planter
1	193,696	4.45	48,681	1.12	145,015	3.33	149,883	4,276	12,935	7.0%	Combo Flow and Volume Method	Bioretention Planter
2	312,373	7.17	55,389	1.27	256,984	5.90	262,523	7,402	19,748	7.0%	Combo Flow and Volume Method	Bioretention Planter
3	155,246	3.56	26,292	0.60	128,954	2.96	131,583	3,710	9,690	7.0%	Combo Flow and Volume Method	Bioretention Planter
4	31,342	0.72	12,439	0.29	18,903	0.43	20,147	569	2,485	7.0%	Combo Flow and Volume Method	Bioretention Planter
5	18,684	0.43	8,070	0.19	10,614	0.24	11,421	323	985	7.0%	Combo Flow and Volume Method	Bioretention Planter
Totals	711,341	16.3	150,871	3.46	560,470	12.87	575,557	16,230	45,343			

*: Total Treatment Area is equal to Impervious Area + 0.10 * Landscape Area.
**: Sizing Ratios under 4% are sized using the Combination Flow and Volume Method. Separate worksheets for Combination Flow and Volume Method are included with City Submittal.
***: Treatment Provided: Due to area being in a hydromodification location, each treatment area is sized for 7%



NOTES:
1. PLANTERS SHALL BE GRADED TO DRAIN TOWARD OUTLET WHILE MAINTAINING 6" PONDING
2. BIORETENTION PLANTERS SHALL CONFORM TO THE GUIDELINES SET FORTH IN THE ALAMEDA COUNTYWIDE CLEAN WATER PROGRAM C.3 STORMWATER TECHNICAL GUIDANCE, DATED SEPTEMBER 2019, VERSION 1.

BIORETENTION TREATMENT PLANTER (1)
NOT TO SCALE



STORMWATER LEGEND

- TRIBUTARY AREA LIMITS
- IMPERVIOUS PAVEMENT
- PERVIOUS PAVEMENT
- BIORETENTION PLANTER
- BUILDING HATCH
- DMA — DRAINAGE MANAGEMENT AREA
- TCM — TREATMENT CONTROL MEASURE

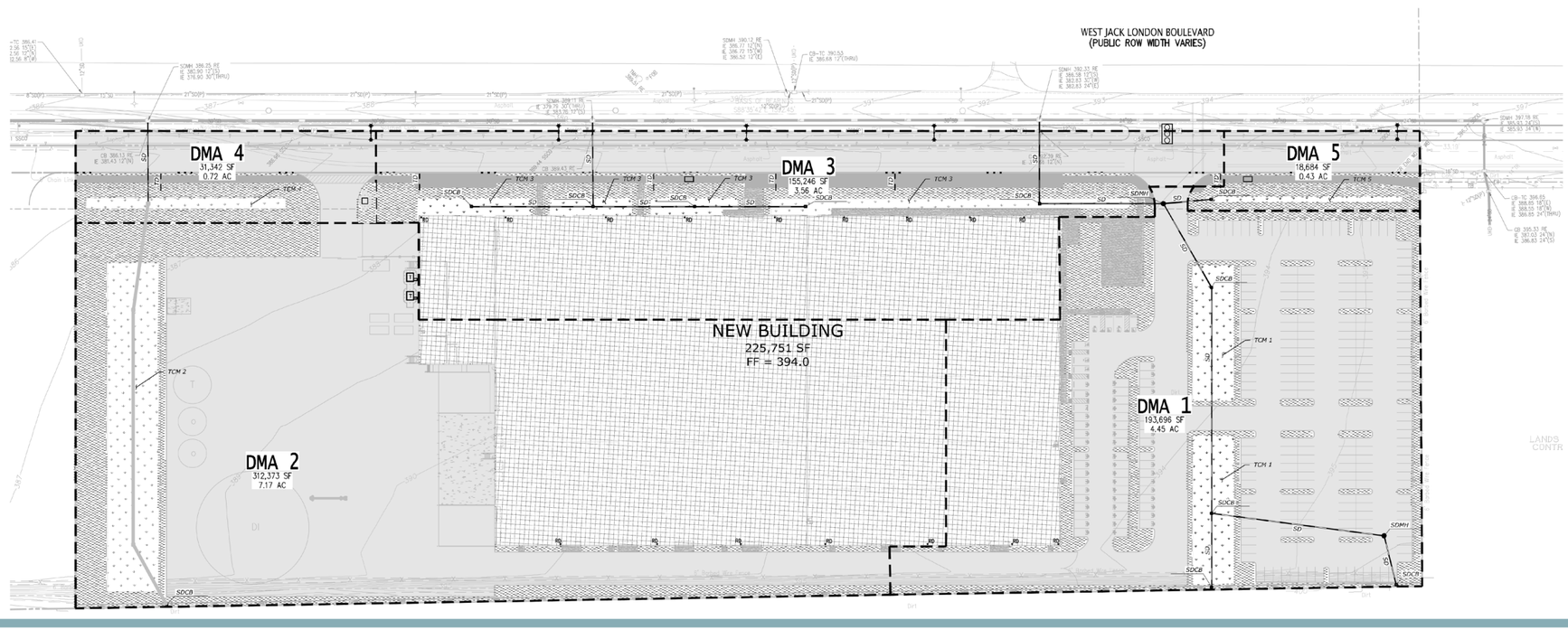
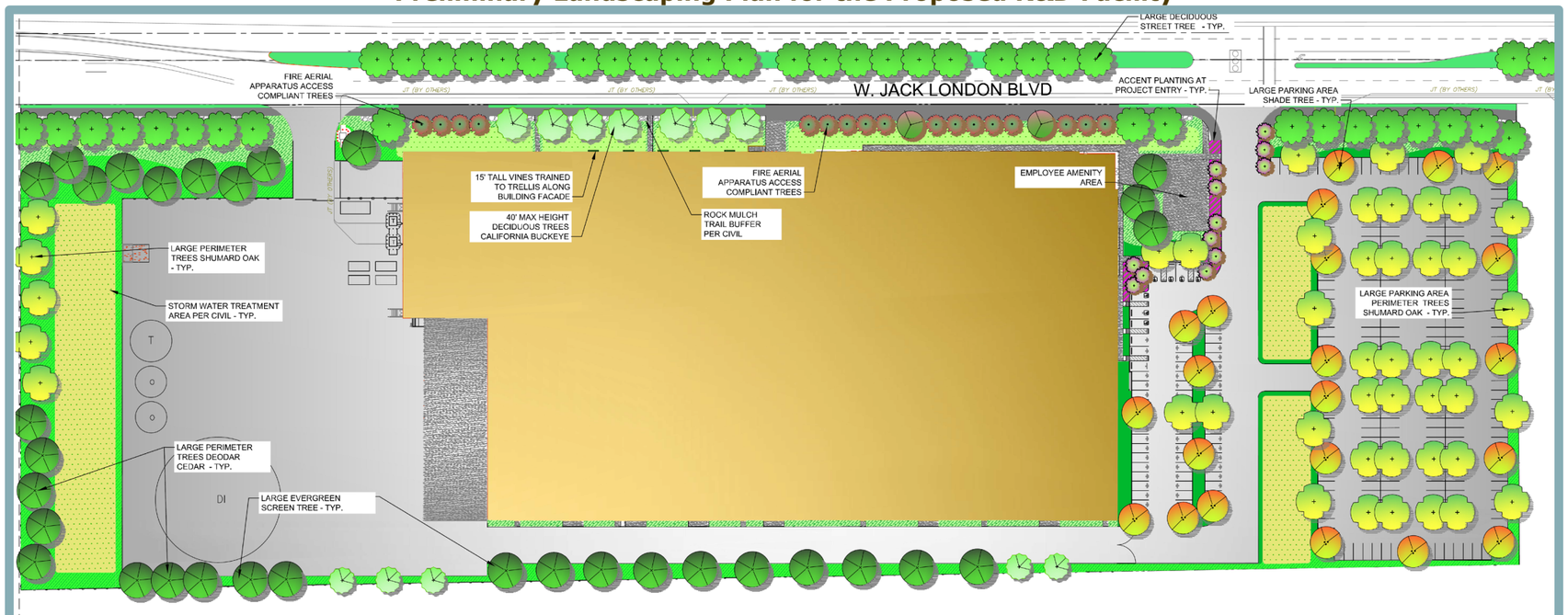


Figure 6
Preliminary Landscaping Plan for the Proposed R&D Facility



PLANT LIST MEDIAN / PARKWAY
NOTE: FINAL PLANT LIST TO BE DETERMINED UPON RESULTS OF SOIL SUITABILITY ANALYSIS

NATIVE "N" POLLINATOR "P"	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
	TREES				
N	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	24" BOX	M	60' X 35'
	LOW GROWING SHRUBS / GRASSES / OR GRASS LIKE				
P	DIETES IRIDIOIDES	FORT NIGHT LILY	5 GAL.	L	3' X 3'
P	ROSA "WHITE CARPET ROSE"	WHITE CARPET ROSE	2 GAL	M	1" X 3'
P	ROSA 'MEIDILAND RED'"	MEIDILAND ROSE	2 GAL.	M	3' X 3'
P	COTONEASTER "LOWFAST"	BEARBERRY COTONEASTER	1 GAL.	L	1' X 5'
	LOMANDRA 'LOMLOM'	LIME TUFF LOMANDRA	5 GAL	L	3' X 3'

LANDSCAPE CALCULATIONS

TOTAL SITE AREA: 647,849 s.f.
TOTAL BUILDING PAD AREA = 223,618 S.F.
SITE AREA LANDSCAPE REQUIRED EQUAL TO 5% OF BLDG. PAD AREA = 11,280 S.F.
SITE AREA LANDSCAPE PROVIDED: 74,523 S.F.
(not including storm-water treatment areas)
PERIMITTER LANDSCAPE REQUIRED 5' WIDE (PROVIDED)
TOTAL PARKING AREA = 122,406 S.F.
PARKING AREA LANDSCAPE REQUIRED 16% OF PARKING AREA = 19,585 S.F.
PARKING LOT AREA LANDSCAPE PROVIDED = 22,053 S.F. (18%)
PARKING SPACES PROVIDED = 289
PARKING AREA TREES REQUIRED 1/5 SPACES = 45
PARKING AREA TREES PROVIDED = 57

NOTE:
MAINTAIN 3' CLEAR AROUND ALL FIRE HYDRANTS.
PLANTS SHALL BE PLANTED 3' PLUS THE RADIUS
OF MATURE HABIT AWAY FROM HYDRANTS.

WATER EFFICIENT LANDSCAPE REQUIREMENTS

ALL IRRIGATION PERMANENT SHALL BE AUTOMATIC TIMER CONTROLLED, PERMANENTLY IRRIGATED
SHRUBS AND TREES SHALL BE DRIP/BUBBLER IRRIGATED.
AUTOMATIC CONTROLLER ET DATA, REPEAT CYCLING
IRRIGATION ZONES PER PLANT WATER REQUIREMENTS
RAIN SENSORTO BE SPECIFIED
SLOPES LESS THAN 5' IN HEIGHT
SOIL AMENDMENTS TO BE INCORPORATED
PLANTER SURFACE AREAS TO BE MULCHED
WATER USAGE TO MEET STATE WATER EFFICIENT LANDSCAPE STANDARD

NOTE:
LANDSCAPED AREAS BORDERING VEHICLE AREAS ARE SEPARATED BY A SIX-INCH CURB
SEE CIVIL PLANS

REPAIR

ALL EXISTING AND OR NEW LANDSCAPE SHALL BE PROTECTED DURING CONSTRUCTION. THE CONTRACTOR OR THE OWNER WILL BE RESPONSIBLE FOR REPAIR AND/OR REPLACEMENT OF LANDSCAPING IMPROVEMENTS DAMAGED BY CONTRACTORS.

MAINTENANCE

1. ALL LANDSCAPING SHALL BE MAINTAINED IN A NEAT, CLEAN, AND HEALTHY CONDITION. THIS SHALL INCLUDE PROPER PRUNING, MOWING OF LAWNS, WEEDING, REMOVAL OF LITTER, FERTILIZING, REPLACEMENT OF PLANTS WHEN NECESSARY, AND THE REGULAR WATERING OF ALL PLANTINGS
2. LOT OWNERS SHALL REQUIRE SIXTY (60) DAY CONTRACTOR-MAINTENANCDE CLAUSE IN ALL LANDSCAPING CONTRACTS
3. LOT OWNERS SHALL REQUIRE A ONE (1) YEAR CONTRACTOR GUARANTEE ON TREE WATERING AND IRRIGATION EQUIPMENT IN ALL LANDSCAPE CONTRACTS

PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 40'-0"

LANDSCAPE LEGEND

- LARGE EVERGREEN TREE - BRISBANE BOX
- DECIDUOUS STREET TREE - CA. SYCAMORE
- FIRE AERIAL APPARATUS COMPLIANT TREE - HARDY RED OLEANDER STD TRUNK
- LARGE DECIDUOUS SHADE TREE: CHINESE PISTACHE AND SUNBURST HONEY LOCUST AND SHUMARD OAK
- MEDIUM DECIDUOUS FRONTAGE TREE: DESERT WILLOW
- MEDIUM TALL 40' MAX. DECIDUOUS TREE
- LARGE SHRUB OR SMALL TREE
- FLOWERING ACCENT TREE - NATCHEZ CRAPE MYRTLE
- LOW TO MEDIUM SHRUBS FLOWERING w/ ACCENT PERENNIALS & GRASSES
- LOW PLANTING 1' - 4' TALL
- PROJECT ACCENT PLANTING FLOWERING SHRUBS & GROUND-COVERS, PERENNIAL ACCENT
- SCREEN PLANTING TALL SCREEN SHRUBS 8' +
- BIO-RETENTION - BIOINFILTRATION SOD PER DELTA BLUEGRASS CO
- BIO-RETENTION - NATIVE SEED MIX
- MEDIAN / PARKWAY STRIP LANDSCAPE LOW GROWING SHRUBS AND GRASSES WITH BARK MULCH SEE PLANT LIST LEFT

PLANT LIST
NOTE: FINAL PLANT LIST TO BE DETERMINED UPON RESULTS OF SOIL SUITABILITY ANALYSIS

NATIVE "N" POLLINATOR "P"	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
	TREES				
	OLEA EUROPAEA 'SWAN HILL'	FRUITLESS OLIVE	24" BOX	L	20' X 25'
P	PISTACIA C. 'KEITH DAVEY"	CHINESE PISTACHE	24" BOX	L	50' X 40'
P	GLEDITSIA TRIACANTHOS	SUNBURST HONEY LOCUST	24" BOX	L	40' X 40'
P	LAGERSTROEMIA X 'NATCHEZ'	NATCHEZ CRAPE MYRTLE	24" BOX	L	15' X 15'
	QUERCUS SHUMARD	SHUMARD OAK	24" BOX	L	70' X 50'
N	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	24" BOX	M	60' X 35'
	CEDRUS DEODARA	DEODAR CEDAR	24" BOX	L	60' X 35'
N P	CHILOPSIS LINFARIS	DESERT WILLOW	24" BOX	VL	25' X 20'
	NERIUM OLEANDER 'HARDY RED'	HARDY RED OLEANDER	24" BOX STD.TRUNK	L	15' X 10'
N	AESCULUS CALIFONICA	CALIFORNIA BUCKEYE	24" BOX STD TRUNK	L	30' X 40'
	EVERGREEN SCREENING SHRUBS				
	DODONEA VISCOSA	HOPBUSH	5 GAL.	L	10' X 10'
N P	HEMEROMELES ARBUTIFOLIA	TOYON	5 GAL	VL	8' X 12' PLANT
P	ARBUTUS U. 'COMPACTA'	DW. STRAWBERRY	5 GAL.	L	8' X 10' PLANT
N P	ARCTOSTAPHYLOS 'PARADISE"	PENINSULAR MANZANITA	5 GAL	L	8' X 8' PLANT
	GRASSES				
N	MUHLENBERGIA RIGENS	DEER GRASS	1 GAL.	L	3' X 3'
	LOMANDRA 'LOMLON'	LIME TUFF LOMANDRA	1 GAL.	L	3' X 3'
	DROUGHT TOLERANT SHRUBS				
	OLEA 'LITTLE OLLIE"	DW. FRUITLESS OLIVE	5 GAL.	L	6' X 6'
	NERIUM OLEANDER 'PETITE SALMON'	PETITE OLEANDER	5 GAL.	L	5' X 5'
N P	RHAMNUS C. 'MOUND SAN BRUNO'	COFFEEBERRY	5 GAL.	L	4' X 9'
P	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL.	L	3' X 4'
P	ROSMARINUS O. "TUSCAN BLUE'	UPRIGHT ROSEMARY	5 GAL.	L	4' X 4'
P	ECHIUM CANDICANS 'SELECT BLUE'	PRIDE OF MADEIRA	5 GAL.	L	3' X 5'
N P	SALVIA C. 'POZO BLUE'	CLEVELAND SAGE	5 GAL.	L	3' X 3'
	COTONEASTER 'LOWFAST'	COTONEASTER	5 GAL.	L	1' X 6'
P	CALLISTEMON 'LITTLE JOHN'	DW. CALLISTEMON	5 GAL.	L	3' X 5'
	SANTOLINA CHAMAECYPARISSUS	LAVENDER COTTON	5 GAL	L	2' X 5'
P	WESTRINCA F. 'MORNING LIGHT"	COAST ROSEMARY	5 GAL	L	3' X 3'
P	AGAVE VICTORIAE - REGINAE	QUIFIN VICTORIA AGAVE	5 GAL.	L	3' X 2'
P	AGAVE ATTENUATA	BLUE GLOW AGAVE	5 GAL.	L	2.5' X 2.5'
	PERENNIALS				
N P	HEUCHERA MAXIMA	ISLAND ALUM ROOT	1 GAL.	L	1' X 1.5'
N P	ACHILLEA 'MOONSHINE	YARROW	1 GAL.	L	2 X 2
P	DIETES IRIDIOIDES	FORT NIGHT LILY	1 GAL.	L	3' X 3'
	EUPHORBIA CHARACIAS WULFENII	EVERGREEN SPURGE	1 GAL.	L	2' X 2'
	VINES				
N P	CLEMATIS LASIANTHA	CHAPPARAL CLEMATIS	5 GAL.	L	15' X 4'

NOTE: ROOT BARRIERS SHALL BE INSTALLED WHERE TREES ARE WITHIN 10' OF PAVEMENT.

The second proposed revision pertains to height regulations and consists of the following:

> Height Regulations: The height of all on-site structures, including roof-top mechanical equipment, is limited to 50 feet or the height permitted by the Federal Aviation Administration (FAA) review under FAA regulations – Part 77, whichever is more restrictive. Upon providing a minimum 40-foot setback from street rights- of-way, a Conditional Use Permit may be ~~requested~~ granted to increase height to a maximum of ~~55~~ 110 feet, or the height permitted under FAA regulations – Part 77, whichever is more restrictive to accommodate interior building clearance requirements, specialized equipment or other design features that supports research and development and/or experimental lab uses consistent with the intent and purpose of this district. The height of pole-and building-mounted lights may be approved up to 28 feet by an administrative site plan and design review, if found necessary for the health and safety of a site designed for truck or other large vehicle maneuvering and documented by a light study to not cause glare off- site.

Consistent with the proposed revisions to the site-specific PD-I 22-001 zone defined above, the proposed project would require approval of a Conditional Use Permit to increase the maximum allowable height of on-site development to 110 feet in order to accommodate the proposed R&D facility.

Requested/Required Entitlements

The proposed project would require the following discretionary approvals from the City of Livermore:

- Amendments to the site-specific PD-I 22-001 zone to increase the allowable building height and to remove limitations on Logistic Facilities as set forth in PD-I 22-001;
- Site Plan Design Review;
- Vesting Tentative Tract Map Amendment;
- Conditional Use Permit; and
- Development Agreement Amendment

The proposed project would also be required to obtain a permit from BAAD for emissions from the facility, specifically related to tritium, and a final map from the City.

D. RATIONALE FOR PREPARATION OF THE ADDENDUM

In determining whether an addendum is the appropriate document to analyze the modifications to the project and its approval, CEQA Guidelines Section 15164 (Addendum to an EIR or Negative Declaration) states:

> (a) The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.
> (b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.
> (c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.
> (d) The decision making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.
> (e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the

project, or elsewhere in the record. The explanation must be supported by substantial evidence.

New significant effects or substantially more severe significant effects require preparation of a subsequent EIR in support of further agency action on a project pursuant to Public Resources Code Section 21166 and State CEQA Guidelines Sections 15162 and 15163. Under CEQA Guidelines Section 15162, a subsequent or supplemental EIR or Mitigated Negative Declaration shall be prepared if any of the following criteria are met:

(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:
    (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
    (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
    (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:
        (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
        (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
        (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
        (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

E. USE OF A PRIOR ENVIRONMENTAL DOCUMENT:

The California Supreme Court has held that a lead agency has the responsibility of initially deciding whether an original environmental document retains “some relevance” to the ongoing decision-making process. The City of Livermore has determined that the 2024 EIR for the approved SMP 39/SMP 40 Project is relevant and has prepared an addendum to that document to evaluate the proposed project.

Based on the above, in accordance with Sections 15162 through 15164 of the CEQA Guidelines, the proposed project would not require major revisions to the 2024 EIR if the proposed project would not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The analysis that follows concludes that none of the conditions identified in CEQA Guidelines Sections 15162 and 15163 apply to the proposed project. Thus, preparation of an addendum would provide the appropriate level of environmental review.

In cases where an approved project has already undergone environmental review, and the environmental document has been certified by the lead agency, the lead agency can restrict its review to the incremental effects of the modified project, rather than having to reconsider the overall impacts of the project. In other words, if the project under review constitutes a modification of a previously approved project subjected to environmental review, then the "baseline" for purposes of CEQA is adjusted such that the originally approved project is assumed to exist.[1]

F. DISCUSSION

The following sections provide discussions to evaluate whether there could be potential impacts associated with the proposed project beyond those previously identified in the 2023 IS and 2024 EIR. According to CEQA Guidelines Section 15164(a), an addendum may be prepared if only minor technical changes or additions to the previous EIR are necessary and if none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR have occurred. Given the limited scope of changes that would occur as a result of the proposed project in comparison to the 2024 approved project, this Addendum provides a detailed evaluation of select CEQA topics potentially affected by the changes, including air quality, energy, greenhouse gas (GHG) emissions, hazards and hazardous materials, noise, and transportation. The remaining CEQA topics are appropriately discussed at a lesser level of detail.

Air Quality

The 2024 EIR determined that, with implementation of mitigation, the SMP 39/SMP 40 Project would not result in any significant impacts related to conflicting with implementation of an applicable air quality plan during project construction or operation; the 2024 EIR determined that all other air quality impacts would be less than significant.

The currently proposed project would result in a similar amount of ground disturbance as what was anticipated in the 2024 EIR for the project site. In addition, the proposed 225,500-sf R&D facility would be within the square footage anticipated for development within the SMP 39 site. Furthermore, the proposed project would be subject to the same currently applicable laws and regulations related to reducing construction emissions, such as BAAD rules and regulations, including, but not limited to, Regulation 8, Rule 3 related to architectural coatings, and Basic Construction Mitigation Measures (BCMMs) required of all projects within the BAAD jurisdiction. Thus, construction-related emissions associated with the proposed project would be reasonably expected to be similar to what was anticipated for buildout of the SMP 39 site in the 2024 EIR. As discussed in the 2024 EIR, construction emissions associated with SMP 39 alone would not exceed the applicable thresholds of significance; however, when combined with the construction emissions associated with SMP 40, as well as the off-site trail connection, the total emissions would exceed the applicable thresholds of significance for reactive organic gas (ROG) and oxides of nitrogen (NO_X). Concurrent buildout of the SMP 39 site, SMP 40 site, and the off-site trail connection could result in the simultaneous operation of heavy-duty construction equipment within the footprints of all three development areas. Therefore, to ensure the total combined construction-related emissions of ROG and NO_X are reduced to the maximum extent practicable, Mitigation Measure 4.2-1(a) from the 2024 EIR, which requires the use of a combination of engine Tier 3 or Tier 4 off-road construction equipment, or hybrid, electric, or alternatively fueled equipment (or any combination of the above), during construction would remain applicable to the proposed project.

[1] See Michael H. Remy et al. *Guide to CEQA, 11th Edition*. Point Arena: Solano Press Books (2007), p. 207; Stephen L. Kostka and Michael H. Zischke. *Practice Under the Environmental Quality Act, Second Edition* (Vol. 1). Oakland: Continuing Education of the Bar (2018), p. 12-32; *Benton v. Board of Supervisors* (1st Dist. 1991) 226 Cal. App. 3d 1467.

As discussed in the 2024 EIR, architectural coating, which is anticipated to begin shortly after and overlap with the building construction phase, has been determined to be the most ROG-intensive phase of construction for both SMP 39 and SMP 40. Implementation of Mitigation Measure 4.2-1(b), which restricts the building construction and architectural coating phases for SMP 39 from occurring simultaneously with the building construction and architectural coating phases for SMP 40, would be sufficient to ensure the total combined ROG emissions of SMP 39 and SMP 40 would remain below the applicable BAAD threshold of significance during construction. Because the SMP 40 site is currently under construction, a reasonable assumption could be made that the building construction and architectural coating phases for SMP 40 would be completed prior to commencement of any building construction or architectural coating phases for SMP 39. The City will confirm compliance with Mitigation Measure 4.2-1(b) as part of improvement plan review and approval for the project.

According to the Project Trip Generation and Vehicle Miles Traveled Report (Transportation Report) prepared for the proposed project by Kimley-Horn (see Appendix A),[2] buildout of the SMP 39 site, including the proposed R&D facility and future development of the remainder of the site, would generate a total of 2,546 new daily trips, up to two percent of which would be associated with heavy-duty trucks. The 2024 EIR anticipated that buildout of the SMP 39 site would generate approximately 3,589 new daily trips, up to 20 percent of which would be associated with heavy-duty trucks. As such, the proposed project is estimated to generate 1,043 fewer daily trips than what was previously anticipated for buildout of the site in the 2024 EIR and would result in a reduction in heavy-duty truck trips.

It should be noted that, at the time the 2024 EIR was prepared, specific tenants for the SMP 39 site had not been identified; thus, the trip generation associated with buildout of the site was determined to be best represented by the Institute of Transportation Engineers (ITE) Land Use Code "Manufacturing," which has a daily trip rate of approximately 4.75 trips per 1,000 sf. Given the known prospective client of Pacific Fusion and their intended use of a portion of the SMP 39 site, as well as consideration of buildout of the remainder of the site with uses consistent with what was assumed for the site under the 2024 EIR in conjunction with the proposed revisions to PD-I 22-001 related to conditionally allowed uses, the Transportation Report prepared for the proposed project uses a more appropriate ITE Land Use Code for buildout of the SMP 39 site of "Industrial Park." The Industrial Park ITE Land Use Code has a daily trip rate of approximately 3.37 trips per 1,000 sf. The proposed revisions to PD-I 22-001 related to conditionally allowed uses is focused on warehouse and distribution facilities, which would be most closely represented by the ITE Land Use Code "High-Cube Fulfillment Center Warehouse," which would have a lower trip generation rate, including associated with heavy-duty trucks, than that of the Industrial Park ITE Land Use Code. Thus, even if the remainder of the SMP 39 site were to be developed entirely with warehouse and distribution facilities, the overall trip generation associated with buildout of the SMP 39 site would be further reduced as compared to what is anticipated for the site in the Transportation Report. As such, the trip generation analyzed herein for buildout of the SMP 39 site represents a conservative estimate of trips. Even under the conservative estimate, the trip generation associated with buildout of the SMP 39 site under the proposed project would be within what was anticipated for buildout of the site within the 2024 EIR. Based on such, the proposed revisions to PD-I 22-001 related to such conditionally allowed uses would not change any of the conclusions of the 2024 EIR.

The reduction in trips associated with the proposed project, as compared to what was anticipated for buildout the SMP 39 site in the 2024 EIR, would result in an associated reduction in mobile

[2] Kimley-Horn. *Project Solis – Livermore: Project Trip Generation and Vehicle Miles Traveled*. June 25, 2025.

emissions. Due to the industrial nature of both the currently proposed project and the development previously anticipated for the SMP 39 site in the 2024 EIR, other operational emissions, such as those associated with off-road equipment (i.e., forklifts) and stationary sources (i.e., diesel generators), would be similar to what was previously anticipated for buildout of the site in the 2024 EIR. Overall, the proposed project would result in a reduction in operational emissions as compared to what was evaluated in the 2024 EIR.

Although the 2024 EIR identified that implementation of SMP 39 on its own would not generate long-term operational criteria air pollutant emissions in excess of thresholds, SMP 39 and SMP 40 would be operational at the same time, and, therefore, the combined emissions generated from operations of both SMP 39 and SMP 40 were considered. The combined operations of SMP 39 and SMP 40 were determined to result in emissions of NO_X that would exceed the BAAD's thresholds of significance. The primary source of project-related operational NO_X emissions was determined to be associated with forklifts used during project operations. Because the proposed project would still include the use of forklifts, the proposed project would be subject to Mitigation Measure 4.2-2 of the 2024 EIR, which requires that, during on-site operations, forklifts shall be a combination of propane and electric. Implementation of Mitigation Measure 4.2-2 would ensure that operation of the proposed project in combination with operations associated with the SMP 40 site would not result in emissions of NO_X in excess of the applicable threshold of significance.

Overall, based on the above, the proposed project would not result in any changes, new circumstances, or new information that would involve new significant impacts or a substantial increase in the severity of a previously identified significant impact related to air quality from what has been anticipated for the project site in the 2024 EIR. Implementation of the applicable mitigation measures from the 2024 EIR would continue to ensure impacts would be less than significant.

Energy

The energy demand anticipated for buildout of the project site in the 2024 EIR was limited to energy usage associated with typical industrial development, such as interior and exterior building lighting, HVAC systems, electronic equipment, machinery, refrigeration, appliances, and security systems. While the remainder of the SMP 39 site would be developed consistent with what was anticipated in the 2024 EIR, the proposed R&D facility would include operation of a Pulser in addition to the aforementioned energy demand sources. The Pulser would store electrical energy from the grid, then discharge the energy in a "pulse" through tubes and water transmission lines at a target chamber. One "pulse" would require between five to eight MW to charge, which would be used for approximately one minute, once per day. At peak operation, the proposed R&D facility would require approximately 3.3 MW of power for standard lab and office space operations, including the trickle charging for operation of the Pulser. However, energy would not be drawn from the local grid all at once, rather the on-site energy storage system would be trickle charged throughout the day during non-peak times. Drawing energy throughout the day and storing the energy on-site would ensure that the existing energy infrastructure and capacity in the project vicinity would not be affected by the proposed project. As discussed above, the proposed project would include the extension of PG&E electrical infrastructure to the project site from the intersection of West Jack London Boulevard and Voyager Street. Consistent with what was anticipated in Chapter 4.7, Public Services, Utilities, and Service Systems, of the 2024 EIR, infrastructure improvements associated with buildout of the project site would be either within existing road rights-of-way or in areas proposed for disturbance as part of the project. Because the proposed electrical infrastructure improvements would occur within the existing right-of-way of West Jack London Boulevard or within already heavily disturbed areas, the improvements would not result in significant environmental effects beyond what was anticipated in the 2024 EIR.

In addition, consistent with what was anticipated for buildout of the project site in the 2024 EIR, the proposed project would be subject to currently adopted and applicable regulations and standards, such as the 2022 CALGreen Code, Building Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations), and In-Use Off-Road Diesel Vehicle Regulation. Therefore, the proposed project would not result in any new significant impacts or substantially more severe significant impacts related to energy as compared to the 2024 EIR, and further environmental review related to such is not required.

Greenhouse Gas Emissions

Consistent with what was anticipated in the 2024 EIR, the proposed project would be required to comply with all currently applicable regulations associated with GHG emissions, including the California Green Building Standards Code (CALGreen Code), California Building Energy Efficiency Standards Code, and the City's adopted 2022 Climate Action Plan (CAP). The 2024 EIR concluded that, because the SMP 39/SMP 40 Project would be consistent with all of the applicable strategies and actions of the City's CAP, a less-than-significant impact would occur related to GHG emissions.

Although the proposed industrial uses would be similar to what was anticipated for the site in the 2024 EIR, as discussed above, according to the Transportation Report, the proposed project is estimated to generate 1,043 fewer daily vehicle trips than what was anticipated for the SMP 39 site in the 2024 EIR, and would result in a reduction in heavy-duty truck trips. Because vehicle trips would decrease under the proposed project as compared to what was anticipated for buildout of the SMP 39 site in the 2024 EIR, the associated mobile GHG emissions would decrease. Accordingly, the proposed project would be reasonably expected to result in fewer GHG emissions than what was anticipated for the SMP 39 site in the 2024 EIR. As also discussed above, the proposed revisions to PD-I 22-001 related to conditionally allowed uses would not change any of the conclusions of the 2024 EIR.

In addition, the changes associated with the proposed project would not alter the conclusions in Table 4.2-15, Project Consistency with the City of Livermore CAP, of the 2024 EIR, as the proposed project would remain consistent with all of the applicable strategies and actions of the City's CAP. For example, consistent with what was anticipated in the 2024 EIR, the proposed project would be all-electric; would be required to comply with the CALGreen Code's construction waste diversion standards during construction; and would require all landscaping improvements to be consistent with Section 13.25, Water Efficient Landscape, of the City's Municipal Code. Therefore, the proposed project would not result in any changes, new circumstances, or new information that would involve new significant impacts or a substantial increase in the severity of a previously identified significant impact related to GHG emissions from what has been anticipated for the project site in the 2024 EIR.

Hazards and Hazardous Materials

As discussed in the 2023 IS, the only impact related to hazards and hazardous materials identified for the SMP 39/SMP 40 Project was related to an existing groundwater well located along the western boundary of SMP 39. Mitigation Measure IX-1 requires that the project applicant obtain the applicable abandonment permit from the Alameda County Department of Environmental Health (ACDEH) and properly abandon the on-site well, which would ensure any related impacts would be reduced to less-than-significant levels. Implementation of Mitigation Measure IX-1 would remain applicable to buildout of the SMP 39 site. All other impacts related to hazards and hazardous materials, including impacts related to creating a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, as well as

potential impacts related to being located within the Livermore Municipal Airport ALUCP, were determined to be less than significant, given consistency with applicable regulations related to safely managing hazardous materials and all applicable ALUCP policies.

While the remainder of the SMP 39 site is anticipated to be developed consistent with what was analyzed in the 2024 EIR, the proposed R&D facility would involve the use of radioactive material, specifically tritium, as fuel for the proposed Pulser. In order for the proposed project to be approved, the R&D facility operators would need to demonstrate compliance with the California Code of Regulations to the satisfaction of the California Department of Public Health, Radiation Safety and Environmental Management Division, Radiologic Health Branch before obtaining a radioactive material license for the possession and use of tritium as a fuel source. The operators of the proposed R&D facility would also need to demonstrate a shielding plan to the foregoing agencies sufficient to achieve public dose limits in order to register and operate the Pulser with any radioactive materials. In addition, the project applicant would also need to obtain a permit from BAAD for its emissions from the facility, testing their emissions from the facility on a regular basis to demonstrate that effluents from the facility do not exceed dose standards for members of the public. In order to ensure the proposed R&D facility meets public and occupational health standards, a Health and Safety Plan for the facility would be submitted to the California Department of Health (DPH) - Radiology Branch. An approved Health and Safety Plan would be required prior to receiving a license from the DPH. Compliance with the foregoing requirements would ensure that the proposed project would not result in any new significant impacts or substantially more severe significant impacts related to hazards and hazardous materials as compared to the 2024 EIR, and further environmental review related to such is not required. The proposed design of the R&D facility would also incorporate electromagnetic interference shielding and grounding required to avoid any interference with other buildings or uses in the vicinity, such as airport operations.

As previously stated, the majority of the project site is located within ALUCP Safety Zone 6, and a small portion of the northwest corner of the entire SMP 39 project site is located within Safety Zone 3. The development footprint of the proposed R&D facility is located completely within Safety Zone 6, which permits manufacturing and R&D land uses. The Federal Aviation Administration (FAA) regulates airspace in and around airports for the safety of air traffic by placing “surfaces” around the airport that follow specific dimensions, the size of which are based on the classification of the runway surface, pursuant to Part 77 of the Code of Federal Regulations. Development of buildings that would cross over such surfaces could potentially introduce a hazard to air navigation. The proposed project would increase the maximum allowable height of on-site buildings from 55 feet to 110 feet. Calculations were conducted by the City, pursuant to Part 77 of the Code of Federal Regulations, which are included as Appendix B to this Addendum, to determine whether the increase in height of the proposed R&D facility would cross through the relevant surface, potentially introducing a hazard to air navigation. According to the calculations conducted by the City, the obstruction height for the development footprint of the R&D facility is 126.78 feet above ground level (agl), meaning that any structure within the area that would exceed 126.78 feet agl would cross through the relevant surface and, thus, would conflict with FAA regulations. The proposed R&D facility would have a maximum height of 110 feet, which would not exceed the obstruction height. Therefore, the proposed project would not result in any new significant impacts or substantially more severe significant impacts related to airport hazards as compared to the 2024 EIR, and further environmental review related to such is not required.

Noise

The 2024 EIR concluded that due to the substantial distance between the SMP 39 site and the nearest sensitive noise receptors, construction noise associated with buildout of SMP 39 would

be below the City of Livermore's exterior noise level threshold at the nearest sensitive receptor locations. As such, construction noise impacts associated with buildout of the SMP 39 site were determined to be less than significant. New sensitive receptors have not been constructed in the vicinity of the project site since the 2024 EIR was certified. In addition, the proposed project would involve similar construction activities on the same site as analyzed in the 2024 EIR. Therefore, the proposed project would result in similar construction noise as anticipated for the project site in the 2024 EIR.

As stated in the 2024 EIR, the primary sources of operational noise associated with the proposed project would be project-generated traffic noise on local roadways, noise generated from loading dock activities, employee vehicle circulation, and rooftop mechanical heating, ventilation, and air conditioning (HVAC) equipment. The 2024 EIR concluded that the total combined increase in existing ambient noise levels due to SMP 39 and SMP 40 project traffic at the nearest receptors would be less than the 3 decibel (dB) increase threshold used for the analysis. As discussed above, the proposed project would generate 1,043 fewer daily trips than was previously anticipated in the 2024 EIR and would result in a reduction in heavy-duty truck trips. Therefore, project-generated traffic noise would be reduced as compared to what was anticipated for buildout of the project site in the 2024 EIR. As also discussed above, the proposed revisions to PD-I 22-001 related to conditionally allowed uses would not change any of the conclusions of the 2024 EIR.

In addition, due to the substantial distance between the project site and the nearest noise-sensitive receptors (residences across Isabel Avenue), the 2024 EIR concluded that impacts related to operational noise associated with loading dock activities, employee vehicle circulation, and HVAC equipment on the SMP 39 site, both individually and combined with operational noise associated with buildout of the SMP 40 site, would be less than significant. The loading docks associated with the proposed R&D facility would be located on the western side of the building, as compared to the southern side of the building as assumed in the 2024 EIR analysis, which would be more shielded from the nearest residences by the proposed R&D facility as compared to what was analyzed in the 2024 EIR. According to the Technical Memorandum for the Noise and Vibration Assessment (NVA) prepared for the proposed project by Illingworth & Rodkin, Inc. (I&R) (see Appendix C),[3] the proposed R&D facility would also shield truck maneuvering activities occurring on-site from the nearest residences, which would be located more than 3,500 feet east from the loading docks. Therefore, the NVA determined that operational noise associated with loading dock activities at the nearest sensitive receptors would be less than what was anticipated for the site in the 2024 EIR, and would not exceed the City's noise thresholds. Because the proposed project would result in reduced vehicle trips from what was anticipated for the site in the 2024 EIR, the NVA determined that operational noise associated with employee vehicle circulation would be reduced as compared to what was anticipated for buildout of the project site in the 2024 EIR. Furthermore, due to the same site and similar distance to the nearest sensitive receptor as analyzed in the 2024 EIR, according to the NVA, operational noise associated with rooftop HVAC equipment would be similar to what was anticipated for the site within the 2024 EIR.

Operation of the proposed Pulser would result in kinetic energy, which would dissipate as sound and/or vibration. The proposed Pulser would be located within the R&D facility building and the noise and vibration generated by such operations would be contained within the chamber. The chamber and the building would be sufficient to adequately shield the noise and vibration

[3] Illingworth & Rodkin, Inc. *DS Project, Livermore, CA – Technical Memorandum for the Noise and Vibration Assessment*. June 3, 2024.

associated with the Pulser. Thus, operation of the Pulser would not generate noise or vibration that would extend beyond the boundaries of the proposed R&D facility.

Given that operational noise generated by the proposed project would be equal to or less than what was anticipated for buildout of the SMP 39 site in the 2024 EIR, operational noise associated with the proposed project combined with operational noise associated with buildout of the SMP 40 site would not exceed what was anticipated for the SMP 39/SMP 40 Project in the 2024 EIR. As such, similar to the conclusion of the 2024 EIR, the NVA concluded that operational noise levels generated by the proposed project would be below the City's noise level standards.

Based on the above, the proposed project would not result in any changes, new circumstances, or new information that would involve new significant impacts or a substantial increase in the severity of a previously identified significant impact related to the generation of a substantial temporary or permanent increase in ambient noise levels from what has been anticipated for the project site in the 2024 EIR.

Transportation

SMP 39 and SMP 40 would be operational at the same time, and, therefore, the combined vehicle miles traveled (VMT) generated from operations of both SMP 39 and SMP 40 were considered in the 2024 EIR. Because the SMP 39 and SMP 40 sites are located in two separate traffic analysis zones (TAZs) (TAZ #1201 and TAZ #1202, respectively), according to the 2024 EIR, separate VMT modeling was required for each TAZ. According to the 2024 EIR, development of SMP 39 would result in an average daily VMT per employee of 17.01, and development of SMP 40 would result in an average daily VMT per employee of 16.45; overall, the average of the two TAZs would be 16.73 average daily VMT per employee, which is higher than the applicable significance threshold of 16.20. Therefore, the 2024 EIR included Mitigation Measure 4.8-3, which required a Transportation Demand Management (TDM) Plan be developed for uses within SMP 39 and SMP 40. As stated in the 2024 EIR, implementation of the TDM Plan would reduce the project-specific VMT per employee by a minimum of four percent, or to 16.06, which would be below the applicable VMT per employee significance criteria of 16.20, resulting in a less-than-significant impact.

According to the Transportation Report prepared for the proposed project by Kimley-Horn (see Appendix A),[4] the proposed project is anticipated to generate an average daily VMT per employee of 17.97, which would exceed the VMT per employee anticipated for buildout of the project site in the 2024 EIR of 17.01 and cause the overall average daily VMT per employee of the SMP 39 and SMP 40 sites to increase from 16.73 to 17.21, which would exceed the applicable threshold of 16.20 average daily VMT per employee. In order to reduce the overall VMT to be below the applicable threshold, a reduction of 5.87 percent would be required.

In compliance with Mitigation Measure 4.8-3 of the 2024 EIR, a TDM Plan for SMP 39 and SMP 40 was prepared by TDM Specialists, Inc (2024 TDM Plan) as part of buildout of the SMP 40 site, which has been approved by the City.[5] The 2024 TDM Plan incorporates multiple measures to reduce VMT, including, but not limited to, alternatives to on-site parking needs, promoting employee commuter options that reduce drive-alone travel, and supporting the City's alternative transportation mode-use goals. The 2024 TDM Plan includes various infrastructure and incentive-based actions, such as short- and long-term bicycle parking; providing end-trip bicycle facilities

[4] Kimley-Horn. *Project Solis – Livermore: Project Trip Generation and Vehicle Miles Traveled*. June 25, 2025.
[5] TDM Specialists, Inc. *SMP 39 and 40 Livermore Final Transportation Demand Management Plan*. September 6, 2024.

such as showers and lockers; providing preferential parking for carpool/vanpool; and encouraging telecommuting. Implementation of the 2024 TDM Plan would reduce overall VMT by a minimum of six percent, which is sufficient to reduce the total VMT to below the applicable threshold. Regular monitoring and evaluation conducted by the City would ensure that operations associated with buildout of the SMP 39 and SMP 40 sites are in compliance in achieving the 2024 TDM Plan target.

It should be noted that the project applicant has the ability to refine the 2024 TDM Plan to more specifically address the SMP 39 site, as long as the measures included provide for at least an equivalent level of VMT reduction. Accordingly, the project applicant has prepared a draft TDM Plan for the SMP 39 site for the City's consideration, which pulls from the measures listed in the approved 2024 TDM Plan.[6] As presented in the Transportation Report, the draft TDM Plan for SMP 39 would be sufficient to reduce the average daily VMT per employee generated by SMP 39 by a minimum of 9.9 percent, thus reducing the average daily VMT per employee associated with the SMP 39 site to 16.19, which would be below the applicable threshold of 16.20 VMT per employee. As such, the proposed project would not result in the generation of VMT per employee beyond what was previously anticipated for buildout of the site, in combination with buildout of the SMP 40 site, in the 2024 EIR. Therefore, the proposed project would not result in a new or substantially more severe significant impact related to VMT than what was anticipated in the 2024 EIR. As also discussed above, the proposed revisions to PD-I 22-001 related to conditionally allowed uses would not change any of the conclusions of the 2024 EIR.

With respect to site access and circulation, the 2024 EIR anticipated that access to SMP 39 would be provided through three new 40-foot-wide driveways from West Jack London Boulevard to the north. The proposed R&D facility would include two driveways that would provide site access from West Jack London Boulevard to the north; an additional driveway into the SMP 39 site would likely be developed as part of future buildout of the project site. Although construction activities associated with development of the project site could include disruptions to the transportation network near the project site, such as along West Jack London Boulevard, implementation of Mitigation Measure 4.8-1 of the 2024 EIR, which requires the project applicant to prepare a Construction Traffic Management Plan, would ensure that potential impacts related to such would be reduced to a less-than-significant level.

Based on the above, the proposed project would not result in any changes, new circumstances, or new information that would involve new significant impacts or a substantial increase in the severity of a previously identified significant impact related to transportation from what has been anticipated for the project site in the 2024 EIR. Implementation of the applicable mitigation measures from the 2024 EIR would continue to ensure impacts would be less than significant.

Remaining Impact Areas

The proposed project would involve the same site, similar construction activities, and similar operations as what was anticipated and analyzed for the SMP 39 site in the 2024 EIR. The proposed project would not result in any increase to the area of disturbance from what previously anticipated by the 2024 EIR. In addition, site conditions have remained the same as what was anticipated in the 2024 EIR, and, with the exception of the commencement of construction of the SMP 40 site, conditions in the project vicinity have not changed since the 2024 EIR was prepared. The proposed uses would generally be consistent with the uses anticipated for the site in the 2024 EIR and, as discussed throughout this Addendum, the proposed zoning amendments would not result in any new or substantially more severe significant impacts as compared to what was

[6] Kimley-Horn. *Project Solis Livermore: Preliminary Transportation Demand Management (TDM) Plan*. June 2025.

identified for the site in the 2024 EIR. For the aforementioned reasons, the proposed project would not result in new significant impacts or substantially more severe significant impacts related to the following environmental issue areas: aesthetics, agriculture and forestry resources, biological resources, cultural resources, geology and soils, hydrology and water quality, land use and planning, mineral resources, population and housing, public services, recreation, tribal cultural resources, and wildfire. For example, although the proposed R&D facility would have a greater height than what was anticipated in the 2024 EIR, the proposed industrial use would be similar to what was anticipated for buildout of the site, and the project site is not located near any sensitive public viewpoints or in the vicinity of any scenic vistas. Furthermore, the project design would be required to comply with applicable General Plan policies and City of Livermore regulations related to building setbacks, design, and lighting. The proposed project would also be required to implement all relevant mitigation measures set forth in the 2024 EIR, such as mitigation to ensure the protection of special-status plant and wildlife species, as well as to prevent adverse effects to cultural and tribal cultural resources that may be encountered during development. It should be noted that since the 2024 EIR was prepared, the status of burrowing owl has changed from a California State Species of Concern to a candidate for listing under the California Endangered Species Act (CESA), which affords the same protection as an endangered or threatened species under CESA. However, the mitigation measures included in the 2024 EIR addressing potential impacts to burrowing owl are sufficient to ensure that current State requirements for the species are met and, thus, new or more severe significant impacts to burrowing owl would not occur beyond what was previously anticipated for the site in the 2024 EIR. Therefore, the proposed project would not result in any changes, new circumstances, or new information that would involve new significant impacts or a substantial increase in the severity of a previously identified significant impact related to the aforementioned environmental topics from what has been anticipated for the project site in the 2024 EIR. Implementation of the applicable mitigation measures from the 2024 EIR would continue to ensure impacts would be less than significant.

Overall, the proposed project would result in similar or fewer impacts as those identified within the 2024 EIR related to the foregoing issue areas. In addition, consistent with the 2024 EIR, the proposed project would be subject to all applicable federal, State, and local policies, regulations, and standards, as well as applicable mitigation measures established in the 2024 EIR. Therefore, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to the aforementioned impact areas from what has been anticipated for the project site in the 2024 EIR.

G. CONCLUSION

The preceding discussions provide substantial evidence that the proposed project would not result in any new significant information of substantial importance, new significant impacts, new or revised alternatives, new mitigation measures, or a substantial increase in the severity of previously identified significant impacts that would require major revisions to the 2024 EIR. As such, the proposed project would not result in any conditions identified in CEQA Guidelines Sections 15162 and a subsequent EIR is not required.

APPENDIX A

Memorandum

To: Mr. Mario Tjia
Hines, Inc.

From: Mike Mowery, P.E.
Curtis Yee, P.E.

Re: Project Solis - Livermore
Project Trip Generation and Vehicle Miles Traveled

Date: June 25, 2025

The purpose of this memorandum is to document a trip generation and vehicle miles traveled (VMT) consistency analysis completed for the limited purpose to estimate the weekday daily, AM peak hour, and PM peak-hour trips anticipated to be generated by the proposed project for comparison to previously approved land use development studies.

Project Description

The proposed project contemplates occupying the SMP 39 manufacturing development on Jack London Boulevard in Livermore, California. The SMP 39 development consists of 755,500 square feet of total building area, which the proposed project intends to keep. The proposed project will be build-to-suit (BTS) and consists of a mix of uses including high bay industrial, laboratory, and administrative office. The proposed uses are different from the manufacturing use that was proposed with SMP 39. Therefore, this analysis was completed to compare the proposed project's use with the previously approved SMP 39 use.

Trip Generation

A traffic impact analysis was previously completed for SMP 39[1]. The prior analysis estimated the trip generation using the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*, Land Use Code (LU) 140 (Manufacturing). Based on the expected uses of high bay industrial, laboratory, and administrative office it was determined that ITE LU 130 (Industrial Park) best estimates the trip generation anticipated to be experienced for the proposed project site in Livermore. **Table 1** presents the comparison of trips from the prior analysis and the proposed project.

Table 1 – ITE Trip Generation Land Use Summary and Comparison

Scenario	ITE Land Use Code	Land Use	Size	Units	Daily Trips[1]	AM Peak			PM Peak		
						Total	In	Out	Total	In	Out
SMP 39	140	Manufacturing	755.5	1,000 Sq Ft	3,589	514	390	124	559	173	386
Total SMP 39 Trips					**3,589**	**514**	**390**	**124**	**559**	**173**	**386**
Proposed	130	Industrial Park	755.5	1,000 Sq Ft	2,546	257	208	49	257	57	200
Total Proposed Trips					**2,546**	**257**	**208**	**49**	**257**	**57**	**200**
Total Net New Trips					**-1,043**	**-257**	**-182**	**-75**	**-302**	**-116**	**-186**

Source: ITE Trip Generation, 11th Edition

As shown in **Table 1**, the prior SMP 39 development was anticipated to generate 3,589 daily trips, 514 AM, and 559 PM peak-hour trips. The proposed project is estimated to generate 2,546 daily, 257 AM, and 257 PM peak-hour trips. The proposed project results in a net decrease in 1,043 daily trips, 257 AM, and 302 PM peak-hour trips. As the proposed project is anticipated to generate fewer trips than were originally estimated, it can be reasonably inferred that the conclusions of the prior traffic impact analysis are applicable.

[1] *Final Traffic Impact Analysis Report | SMP 39 & 50 Development,* TJKM, August 16, 2023.

Vehicle Miles Traveled

The previously approved SMP 39 development was also evaluated for potential VMT impacts. The relevant analysis methodology and findings from the previous report are summarized below:

- The VMT significance threshold for the project is identified as the City of Livermore average VMT per employee of 16.20.
- SMP 39 is located in traffic analysis zone (TAZ) 1201 of the Alameda County Transportation Commission Travel Demand Model (ACTC TDM).
- SMP 39 was represented in the model as 78 office jobs and 614 warehouse jobs for a total employment of 692.
- ACTC TDM calculated 17.97 VMT per employee for the SMP 39 development and a combined SMP 39 & SMP 40 VMT per employee of 16.73.
- The SMP 39 project would need to reduce its average VMT per employee by 9.85 percent to avoid a significant VMT impact.
- The project transportation demand management (TDM) plan[2] identifies different measures that would reduce the SMP 39 project by at least 9.9 percent, reducing the project VMT per employee to 16.20 which meets the threshold.
- Therefore, with mitigation the SMP 39 project was found to have a less than significant VMT impact.

Review of the previously approved SMP 39 analysis shows sufficient consideration of potential VMT impacts of the proposed Project Solis to apply the findings of the SMP 39 study to this new similar use. The underlying analysis methodology of considering VMT impacts by calculating project VMT using the ACTC TDM is consistent with current approved methodologies from both the County and the State. The SMP 39 project was represented in the travel demand model using the same employment and TAZ land use characteristics that would be used to model the proposed Project Solis. While the proposed Project is expected to have fewer total employees than the previously approved SMP 39 use, it is maintaining, in the eyes of the ACTC TDM, the same employment types. The ACTC TDM has a limited number to employment categories and employment uses such as industrial, warehousing, and laboratory would all fall into the same employment category within the model, thus resulting in similar employee commute trip lengths calculated by the model for these uses.

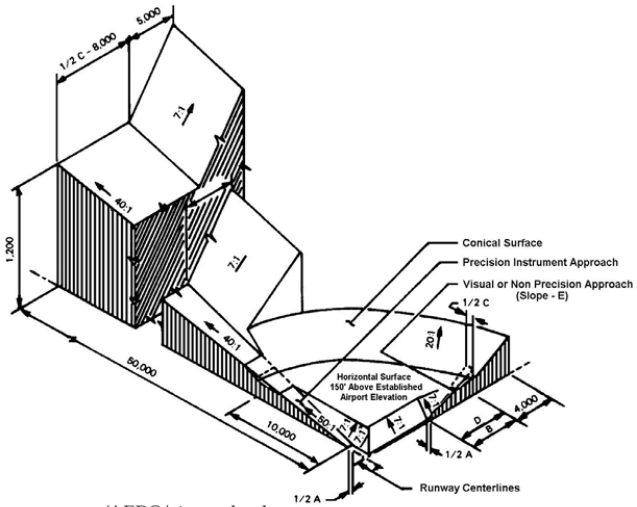
The previously proposed SMP 39 use did not include any travel demand measures or a transportation demand management (TDM) plan as a part of the project, and thus was expected to have a significant transportation impact with the need to reduce VMT per employee by at least 9.85 percent to reduce the impact to less than significant. Project Solis is proposing a TDM plan[2] which includes measures that will reduce project generated VMT between 9.9 and 26 percent based on reduction estimates provided by the Alameda County VMT Reduction Calculator. In addition, the proposed project is only located in TAZ 1201, which based on the previously approved analysis is expected to generate 17.97 VMT per employee. A 9.9-26 percent reduction of 17.97 results in a VMT per employee of 13.3-16.2 for the project which would be below the identified threshold of 16.20. Thus, based on review of the proposed Project in comparison to the previously analyzed land use, it can be reasonably inferred that the conclusions of prior traffic impact analysis are applicable and the project will have a less than significant VMT impact.

[2] *Preliminary Transportation Demand Management Plan*. Project Solis Livermore. June 2025.

APPENDIX B

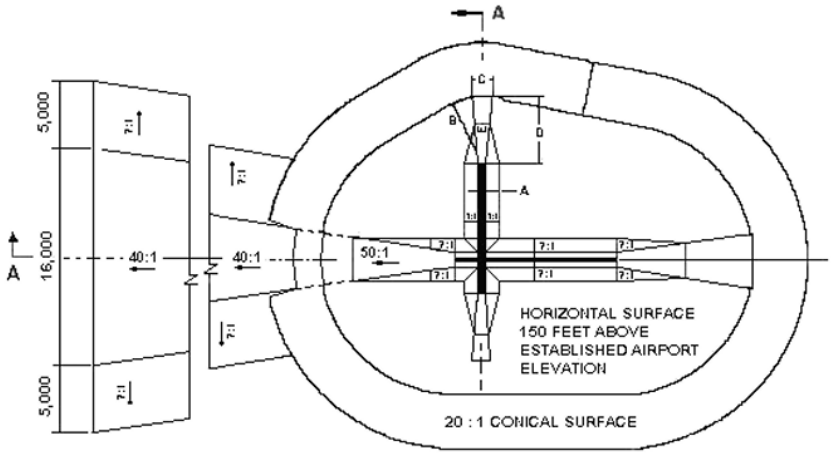
The Federal Aviation Administration (FAA) regulates airspace in and around airports to protect for the safety of all air traffic. This is done through the placement of "surfaces" around the airport that follow specific dimensions, the size of which are based on the classification of the runway surface controlling for its own obstruction surfaces. Penetration of these surfaces can potentially introduce a hazard to air navigation, particularly at night, when an obstruction may not be clearly seen by a pilot. As such, all projects proposed within a specific distance from an airport, as well as those known to penetrate maximum altitudes regardless of distance from a runway, must be evaluated by the FAA. In its evaluation, the FAA will determine the appropriate obstruction heights as determined by the classification of the controlling runway and dimensions of the obstruction surfaces. If an object penetrates any of these surfaces, the FAA will make a further determination if the object would pose a significant hazard to air navigation, and provide for mitigation where possible, and requests to modify construction where mitigations are not possible. The least impactful mitigation is to require placement of a red obstruction light on top of any structure or object that may notify a pilot at night of the obstruction of signal avoidance. The most impactful mitigation would be a requirement to modify the building until it no longer represents a hazard. The obstruction surfaces are imaginary surfaces and are roughly shaped as a bowl around a runway as shown in the below exhibit.

Imaginary Surfaces



Source: http://www.ngs.noaa.gov/AERO/oisspec.html

Two-Dimensional Graphical Depiction



Source: http://www.ngs.noaa.gov/AERO/yplanfar77.gif

Table with FAR 77 Dimensions

OBSTRUCTION IDENTIFICATION SURFACES
FEDERAL AVIATION REGULATIONS PART 77

DIM	ITEM	DIMENSIONAL STANDARDS (FEET)					
		VISUAL RUNWAY		NON - PRECISION INSTRUMENT RUNWAY			PRECISION INSTRUMENT RUNWAY
		A	B	A	B		
					C	D	
A	WIDTH OF PRIMARY SURFACE AND APPROACH SURFACE WIDTH AT INNER END	250	500	500	500	1,000	1,000
B	RADIUS OF HORIZONTAL SURFACE	5,000	5,000	5,000	10,000	10,000	10,000
		VISUAL APPROACH		NON - PRECISION INSTRUMENT APPROACH			PRECISION INSTRUMENT APPROACH
		A	B	A	B		
					C	D	
C	APPROACH SURFACE WIDTH AT END	1,250	1,500	2,000	3,500	4,000	16,000
D	APPROACH SURFACE LENGTH	5,000	5,000	5,000	10,000	10,000	*
E	APPROACH SLOPE	20:1	20:1	20:1	34:1	34:1	*

- A - UTILITY RUNWAYS
- B - RUNWAYS LARGER THAN UTILITY
- C - VISIBILITY MINIMUMS GREATER THAN 3/4 MILE
- D - VISIBILITY MINIMUMS AS LOW AS 3/4 MILE
- * - PRECISION INSTRUMENT APPROACH SLOPE IS 50:1 FOR INNER 10,000 FEET AND 40:1 FOR AN ADDITIONAL 40,000 FEET

Source: http://www.ngs.noaa.gov/AERO/oisspec.html

FAR Part 77 Imaginary Surfaces

Surface	Visual		Non-Precision Instrument Runway			Precision Instrument Runway
				B		
	A	B	A	C	D	All
Width of Primary Surf. and inner App. Surface	250	500	500	500	1,000	1,000
Radius of Horizontal Surface	5,000	5,000	5,000	10,000	10,000	10,000
Approach Surface at Outer End	1,250	1,500	2,000	3,500	4,000	16,000
Approach Surface Length	5,000	5,000	5,000	10,000	10,000	50,000
Approach Slope	20:1	20:1	20:1	34:1	34:1	50:1[a]

a. First 10,000 feet the slope is 40:1

A= Utility Runways
B= Runway larger than utility
C= Visibility minimums > 3/4 mile
D= Visibility minimums =< 3/4 mile

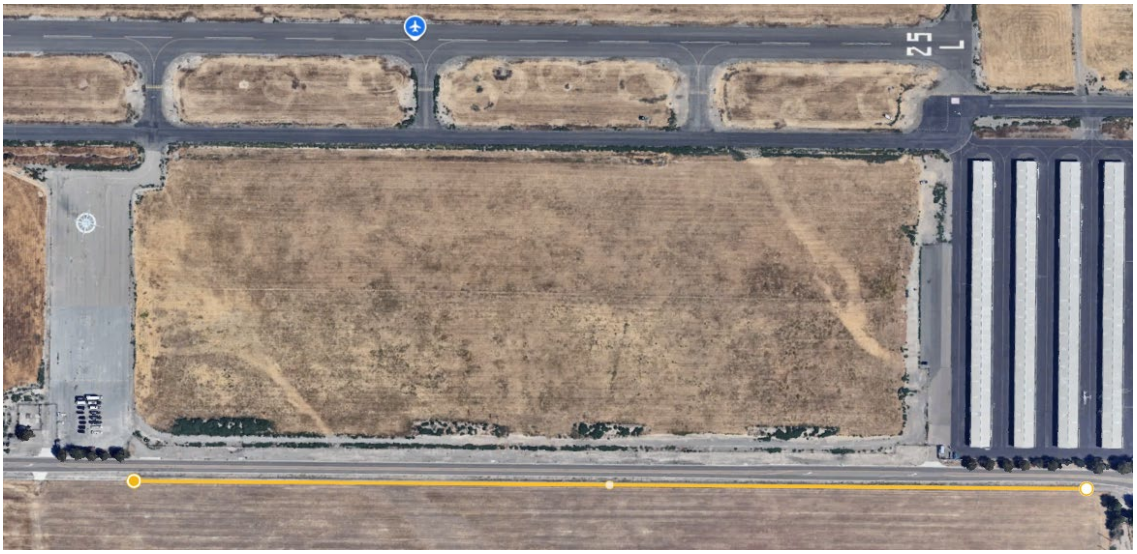
The classification of a runway is found on an airport's Airport Layout Plan (ALP).

LVK has two runways, 7R/25L and 7L/25R. The primary runway at LVK is 7L/25R. The secondary runway at LVK is 7R/25L

Pacific Fusion is situated on what is referred to as SMP-39 and is directly adjacent to the airport to the south across Jack London Blvd. Given its proximity to the runway at Livermore Municipal Airport (LVK) the building heights must be evaluated to determine if the structure penetrates the FAA Part 77 Surface. Formally this should be done through the FAA's Obstruction Evaluation request form 7460-1 "Notice of Proposed Construction."

While this process is being undertaken, LVK staff has evaluated the proposed below. As a caveat, it should be noted that the FAAs evaluation will be more exact using their own evaluation methods and programs and could potentially change what is shown below, although, this is not anticipated.

Pacific Fusion has proposed a maximum structure above ground level (AGL) height of 100 feet which is planned on being set back from Jack London Blvd after the road is widened, increasing the separation distances of the facility to the controlling runway for Part 77 surface evaluation. However, given the final placement is not set the most extreme placement and building height should be used for these planning purposes noting that any placement further away from the evaluation point would only decrease the potential impact of the facility to the imaginary surfaces. This would assume Pacific Fusion would place their proposed facility directly on the current north facing parcel line directly south of Jack London Blvd and LVK as shown below:



Given the location of the proposed Pacific Fusion facility, the controlling runway is the secondary runway, 7R/25L.

The secondary runway at LVK is labelled on the ALP as a Visual (v) Utility Runway (A), or A(v).

As the project site is located laterally from the controlling runway, the controlling imaginary surfaces are the 7:1 surface. The 7:1 surface is calculated beginning at the edge of the primary surface related to the controlling runway. The primary surface, located over runway 7R/25L at ground level (385ft AMSL, Above Mean Seal Level) is approximately 250ft wide with each side extending laterally by 125ft.



At the edge of the primary surface the 7:1 imaginary surface begins to rise until it hits a maximum of 150ft AGL. The distance from the primary surface of 7R25L is roughly 971 ft.



Following the 7:1 ratio, 971ft equates to a Part 77 surface height of 131.78ft. Taking into account the difference between the ASML of the controlling surface at 385ft ASML and the leading edge of the SMP-39 parcel (390ft agl), the obstruction height would be reduced by the difference of an estimated 5ft bringing the obstruction height down to 126.78ft AGL. This means that any facility or object proposed in this area would not be allowed to exceed 126.78 ft agl within mitigations.

Pacific Fusions proposed building height of 100ft AGL appears to be below the obstruction height of 126.78ft agl using the most impactful planning analysis.

Benny

Benedict Stuth
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CITY OF LIVERMORE CALIFORNIA

From: Andy Ross <aaross@LivermoreCA.gov>
Sent: Wednesday, May 14, 2025 1:55 PM
To: Benedict (Benny) Stuth <bjstuth@livermoreca.gov>
Cc: Angela DaRosa <adarosa@raneymanagement.com>; Emily LaDue <eladue@livermoreca.gov>
Subject: RE: Livermore - Development Proposal - ALUC review

Hi Benny,

APPENDIX C

ILLINGWORTH & RODKIN, INC.
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M E M O

Date: June 3, 2025

To: Mario Tjia
Director, Hines

From: Carrie J. Janello
Senior Consultant, Illingworth & Rodkin, Inc.

SUBJECT: DS Project, Livermore, CA –
Technical Memorandum for the Noise and Vibration Assessment

The DS Project, consisting of either a research and development (R&D)/light industrial facility or zoning that could allow for increased warehouse/logistics use, is proposed on a 15-acre parcel of the 44-acre SMP 39 site in Livermore, California. The SMP 39 site was evaluated in the SMP38/SMP 39/SMP 40 Project Draft Environmental Impact Report (DEIR) prepared by the City of Livermore with assistance from Raney Planning & Management.[1] The approved development consists of 755,500 square feet of total building area, which the proposed project shall retain. The proposed project consists of a mix of uses, including high bay industrial (for the Pulser), laboratory, and administrative office. The proposed uses are different from the approved manufacturing use of SMP 39. The R&D/light industrial facility would include an approximate building footprint of 220,000 square feet (sf) that includes approximately 64,000 sf of lab space, 35,000 sf of office space, 110,000 sf of high-bay R&D space for a "pulser," and an approximately 11,200 sf central utility building. There would be parking and landscaped areas included. Alternatively, a warehouse or logistics land use would be developed at the same site.

This technical memorandum evaluates the project's potential to result in significant impacts with respect to applicable California Environmental Quality Act (CEQA) guidelines. This memorandum provides a brief description of the fundamentals of environmental noise and groundborne vibration, summarizes applicable regulatory criteria, discusses ambient noise conditions in the project vicinity, evaluates the potential noise and vibration impacts generated by the construction and operation of the proposed project on the existing noise-sensitive receptors surrounding the site, and presents mitigation measures, where necessary, to mitigate project

[1] City of Livermore and Raney Planning & Management, Inc., *SMP 38/SMP 39/SMP 40 Project Draft Environmental Impact Report*, SCH#2023010091, August 2023.

impacts to a less-than-significant level.

Fundamentals of Environmental Noise

Noise may be defined as unwanted sound. Noise is usually objectionable because it is disturbing or annoying. The objectionable nature of sound could be caused by its *pitch* or its *loudness*. *Pitch* is the height or depth of a tone or sound, depending on the relative rapidity (*frequency*) of the vibrations by which it is produced. Higher pitched signals sound louder to humans than sounds with a lower pitch. *Loudness* is the intensity of sound waves combined with the reception characteristics of the ear. Intensity may be compared with the height of an ocean wave in that it is a measure of the amplitude of the sound wave.

In addition to the concepts of pitch and loudness, there are several noise measurement scales which are used to describe noise in a particular location. A *decibel (dB)* is a unit of measurement which indicates the relative amplitude of a sound. The zero on the decibel scale is based on the lowest sound level that the healthy, unimpaired human ear can detect. Sound levels in decibels are calculated on a logarithmic basis. An increase of 10 decibels represents a ten-fold increase in acoustic energy, while 20 decibels is 100 times more intense, 30 decibels is 1,000 times more intense, etc. There is a relationship between the subjective noisiness or loudness of a sound and its intensity. Each 10 decibel increase in sound level is perceived as approximately a doubling of loudness over a fairly wide range of intensities. Technical terms are defined in Table 1.

There are several methods of characterizing sound. The most common in California is the *A-weighted sound level (dBA).* This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. Representative outdoor and indoor noise levels in units of dBA are shown in Table 2. Because sound levels can vary markedly over a short period of time, a method for describing either the average character of the sound or the statistical behavior of the variations must be utilized. Most commonly, environmental sounds are described in terms of an average level that has the same acoustical energy as the summation of all the time-varying events. This *energy-equivalent sound/noise descriptor* is called L_{eq}. The most common averaging period is hourly, but L_{eq} can describe any series of noise events of arbitrary duration.

The scientific instrument used to measure noise is the sound level meter. Sound level meters can accurately measure environmental noise levels to within plus or minus 1 dBA. Various computer models are used to predict environmental noise levels from sources, such as roadways and airports. The accuracy of the predicted models depends upon the distance the receptor is from the noise source. Close to the noise source, the models are accurate to within about plus or minus 1 to 2 dBA.

Since the sensitivity to noise increases during the evening and at night -- because excessive noise interferes with the ability to sleep -- 24-hour descriptors have been developed that incorporate artificial noise penalties added to quiet-time noise events. The *Community Noise Equivalent Level* (*CNEL*) is a measure of the cumulative noise exposure in a community, with a 5 dB penalty added to evening (7:00 pm - 10:00 pm) and a 10 dB addition to nocturnal (10:00 pm - 7:00 am) noise levels. The *Day/Night Average Sound Level* (*DNL* or L_{dn}) is essentially the same as CNEL, with the exception that the evening time period is dropped and all occurrences during this three-hour

TABLE 1 Definition of Acoustical Terms Used in this Report

Term	Definition
Decibel, dB	A unit describing the amplitude of sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure. The reference pressure for air is 20 micro Pascals.
Sound Pressure Level	Sound pressure is the sound force per unit area, usually expressed in micro Pascals (or 20 micro Newtons per square meter), where 1 Pascal is the pressure resulting from a force of 1 Newton exerted over an area of 1 square meter. The sound pressure level is expressed in decibels as 20 times the logarithm to the base 10 of the ratio between the pressures exerted by the sound to a reference sound pressure (e. g., 20 micro Pascals). Sound pressure level is the quantity that is directly measured by a sound level meter.
Frequency, Hz	The number of complete pressure fluctuations per second above and below atmospheric pressure. Normal human hearing is between 20 Hz and 20,000 Hz. Infrasonic sound are below 20 Hz and Ultrasonic sounds are above 20,000 Hz.
A-Weighted Sound Level, dBA	The sound pressure level in decibels as measured on a sound level meter using the A-weighting filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the frequency response of the human ear and correlates well with subjective reactions to noise.
Equivalent Noise Level, L_{eq}	The average A-weighted noise level during the measurement period.
L_{max}, L_{min}	The maximum and minimum A-weighted noise level during the measurement period.
L_{01}, L_{10}, L_{50}, L_{90}	The A-weighted noise levels that are exceeded 1%, 10%, 50%, and 90% of the time during the measurement period.
Day/Night Noise Level, L_{dn} or DNL	The average A-weighted noise level during a 24-hour day, obtained after addition of 10 decibels to levels measured in the night between 10:00 pm and 7:00 am.
Community Noise Equivalent Level, CNEL	The average A-weighted noise level during a 24-hour day, obtained after addition of 5 decibels in the evening from 7:00 pm to 10:00 pm and after addition of 10 decibels to sound levels measured in the night between 10:00 pm and 7:00 am.
Ambient Noise Level	The composite of noise from all sources near and far. The normal or existing level of environmental noise at a given location.
Intrusive	That noise which intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency, and time of occurrence and tonal or informational content as well as the prevailing ambient noise level.

Source: Handbook of Acoustical Measurements and Noise Control, Harris, 1998.

TABLE 2 Typical Noise Levels in the Environment

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
	110 dBA	Rock band
Jet fly-over at 1,000 feet		
	100 dBA	
Gas lawn mower at 3 feet		
	90 dBA	
Diesel truck at 50 feet at 50 mph		Food blender at 3 feet
	80 dBA	Garbage disposal at 3 feet
Noisy urban area, daytime		
Gas lawn mower, 100 feet	70 dBA	Vacuum cleaner at 10 feet
Commercial area		Normal speech at 3 feet
Heavy traffic at 300 feet	60 dBA	
		Large business office
Quiet urban daytime	50 dBA	Dishwasher in next room
Quiet urban nighttime	40 dBA	Theater, large conference room
Quiet suburban nighttime		
	30 dBA	Library
Quiet rural nighttime		Bedroom at night, concert hall (background)
	20 dBA	
		Broadcast/recording studio
	10 dBA	
	0 dBA	

Source: Technical Noise Supplement (TeNS), California Department of Transportation, September 2013.

period are grouped into the daytime period.

Effects of Noise

Sleep and Speech Interference

The thresholds for speech interference indoors are about 45 dBA if the noise is steady and above 55 dBA if the noise is fluctuating. Outdoors the thresholds are about 15 dBA higher. Steady noises of sufficient intensity (above 35 dBA) and fluctuating noise levels above about 45 dBA have been shown to affect sleep. Interior residential standards for multi-family dwellings are set by the State of California at 45 dBA L_{dn}. Typically, the highest steady traffic noise level during the daytime is about equal to the L_{dn} and nighttime levels are 10 dBA lower. The standard is designed for sleep and speech protection and most jurisdictions apply the same criterion for all residential uses. Typical structural attenuation is 12 to 17 dBA with open windows. With closed windows in good condition, the noise attenuation factor is around 20 dBA for an older structure and 25 dBA for a newer dwelling.[2] Sleep and speech interference is therefore possible when exterior noise levels are about 57 to 62 dBA L_{dn} with open windows and 65 to 70 dBA L_{dn} if the windows are closed. Levels of 55 to 60 dBA are common along collector streets and secondary arterials, while 65 to 70 dBA is a typical value for a primary/major arterial. Levels of 75 to 80 dBA are normal noise levels at the first row of development outside a freeway right-of-way. In order to achieve an acceptable interior noise environment, bedrooms facing secondary roadways need to be able to have their windows closed, those facing major roadways and freeways typically need special glass windows.

Annoyance

Attitude surveys are used for measuring the annoyance felt in a community for noises intruding into homes or affecting outdoor activity areas. In these surveys, it was determined that the causes for annoyance include interference with speech, radio and television, house vibrations, and interference with sleep and rest. The L_{dn} as a measure of noise has been found to provide a valid correlation between noise level and the percentage of people annoyed. People have been asked to judge the annoyance caused by aircraft noise and ground transportation noise. There continues to be disagreement about the relative annoyance of these different sources. When measuring the percentage of the population highly annoyed, the threshold for ground vehicle noise is about 50 dBA L_{dn}. At a L_{dn} of about 60 dBA, approximately 12 percent of the population is highly annoyed. When the L_{dn} increases to 70 dBA, the percentage of the population highly annoyed increases to about 25 to 30 percent of the population. There is, therefore, an increase of about 2 percent per dBA between a L_{dn} of 60 to 70 dBA. Between a L_{dn} of 70 to 80 dBA, each decibel increase increases by about 3 percent the percentage of the population highly annoyed. People appear to respond more adversely to aircraft noise. When the L_{dn} is 60 dBA, approximately 30 to 35 percent of the population is believed to be highly annoyed. Each decibel increase to 70 dBA adds about 3 percentage points to the number of people highly annoyed. Above 70 dBA, each decibel increase results in about a 4 percent increase in the percentage of the population highly annoyed.[3]

[2] Based on the U.S. Department of Transportation Federal Highway Administration document "Highway Traffic Noise: Analysis and Abatement Guidance" (2010) and data from Illingworth & Rodkin, Inc. noise monitoring projects.
[3] Kryter, Karl D. The Effects of Noise on Man. Menlo Park, Academic Press, Inc., 1985.

Fundamentals of Groundborne Vibration

Ground vibration consists of rapidly fluctuating motions or waves with an average motion of zero. Several different methods are typically used to quantify vibration amplitude. One method is the Peak Particle Velocity (PPV). The PPV is defined as the maximum instantaneous positive or negative peak of the vibration wave. In this report, a PPV descriptor with units of mm/sec or in/sec is used to evaluate construction generated vibration for building damage and human complaints. Table 3 displays the reactions of people and the effects on buildings that continuous or frequent intermittent vibration levels produce. The guidelines in Table 3 represent syntheses of vibration criteria for human response and potential damage to buildings resulting from construction vibration.

TABLE 3 Reaction of People and Damage to Buildings from Continuous or Frequent Intermittent Vibration Levels

Velocity Level, PPV (in/sec)	Human Reaction	Effect on Buildings
0.01	Barely perceptible	No effect
0.04	Distinctly perceptible	Vibration unlikely to cause damage of any type to any structure
0.08	Distinctly perceptible to strongly perceptible	Recommended upper level of the vibration to which ruins and ancient monuments should be subjected
0.1	Strongly perceptible	Threshold at which there is a risk of damage to fragile buildings with no risk of damage to most buildings
0.25	Strongly perceptible to severe	Threshold at which there is a risk of damage to historic and some old buildings.
0.3	Strongly perceptible to severe	Threshold at which there is a risk of damage to older residential structures
0.5	Severe - Vibrations considered unpleasant	Threshold at which there is a risk of damage to new residential and modern commercial/industrial structures

Source: Transportation and Construction Vibration Guidance Manual, California Department of Transportation, April 2020.

Construction activities can cause vibration that varies in intensity depending on several factors. The use of pile driving and vibratory compaction equipment typically generates the highest construction related groundborne vibration levels. Because of the impulsive nature of such activities, the use of the PPV descriptor has been routinely used to measure and assess groundborne vibration and almost exclusively to assess the potential of vibration to cause damage and the degree of annoyance for humans.

The two primary concerns with construction-induced vibration, the potential to damage a structure and the potential to interfere with the enjoyment of life, are evaluated against different vibration limits. Human perception to vibration varies with the individual and is a function of physical setting and the type of vibration. Persons exposed to elevated ambient vibration levels, such as people in an urban environment, may tolerate a higher vibration level.

Structural damage can be classified as cosmetic only, such as paint flaking or minimal extension of cracks in building surfaces; minor, including limited surface cracking; or major, that may threaten the structural integrity of the building. Safe vibration limits that can be applied to assess the potential for damaging a structure vary by researcher. The damage criteria presented in Table 3 include several categories for ancient, fragile, and historic structures, the types of structures most at risk to damage. Most buildings are included within the categories ranging from "Historic and some old buildings" to "Modern industrial/commercial buildings". Construction-induced vibration that can be detrimental to the building is very rare and has only been observed in instances where the structure is at a high state of disrepair and the construction activity occurs immediately adjacent to the structure.

The annoyance levels shown in Table 3 should be interpreted with care since vibration may be found to be annoying at lower levels than those shown, depending on the level of activity or the sensitivity of the individual. To sensitive individuals, vibrations approaching the threshold of perception can be annoying. Low-level vibrations frequently cause irritating secondary vibration, such as a slight rattling of windows, doors, or stacked dishes. The rattling sound can give rise to exaggerated vibration complaints, even though there is very little risk of actual structural damage.

Regulatory Background

This section describes the relevant guidelines, policies, and standards established by Alameda County and the City of Livermore. The State CEQA Guidelines, Appendix G, are used to assess the potential significance of impacts pursuant to local General Plan policies or the applicable standards of other agencies. A summary of the applicable regulatory criteria is provided below.

State of California

State CEQA Guidelines. The California Environmental Quality Act (CEQA) contains guidelines to evaluate the significance of effects of environmental noise attributable to a proposed project. Under CEQA, noise impacts would be considered significant if the project would result in:

(a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies;

(b) Generation of excessive groundborne vibration or groundborne noise levels;

(c) For a project located within the vicinity of a private airstrip or an airport land use plan or where such a plan has not been adopted within two miles of a public airport or public use airport, if the project would expose people residing or working in the project area to excessive noise levels.

Alameda County

Livermore Municipal Airport Land Use Compatibility Plan (ALUCP). The Livermore Municipal ALUCP is the primary document used by the Alameda County Airport Commission (ALUC) for

promoting compatibility between the airport and the surrounding area. The ALUCP includes noise contours (see Figure 1) with the purpose of evaluating the noise compatibility of land use development in the Livermore Municipal Airport AIA. According to Table 3-1 of the ALUCP, industrial uses are compatible within the 55 and 60 dBA CNEL contours and are conditionally compatible within the 65 dBA CNEL noise contour.[1]

City of Livermore

City of Livermore General Plan. Chapter 9 of the City of Livermore General Plan, which was amended in 2013, includes policies and actions with the goal of minimizing the exposure of community residents to excessive noise. The following are applicable to this proposed project:

Objective N-1.1. Establish appropriate noise levels, design standards, and noise reduction techniques for all areas to minimize the adverse effects of noise.

Policy P1: The City shall emphasize noise considerations when making land use planning decisions.

Policy P2: Noise analysis shall be measured in dBA CNEL or dBA L_{dn} as defined in this Element.

Policy P3: The City shall maintain a pattern of land uses that separates noise-sensitive land uses from major noise sources to the extent possible.

Objective N-1.2. Adopt design standards and identify effective noise attenuation programs to prevent noise or reduce noise to acceptable levels.

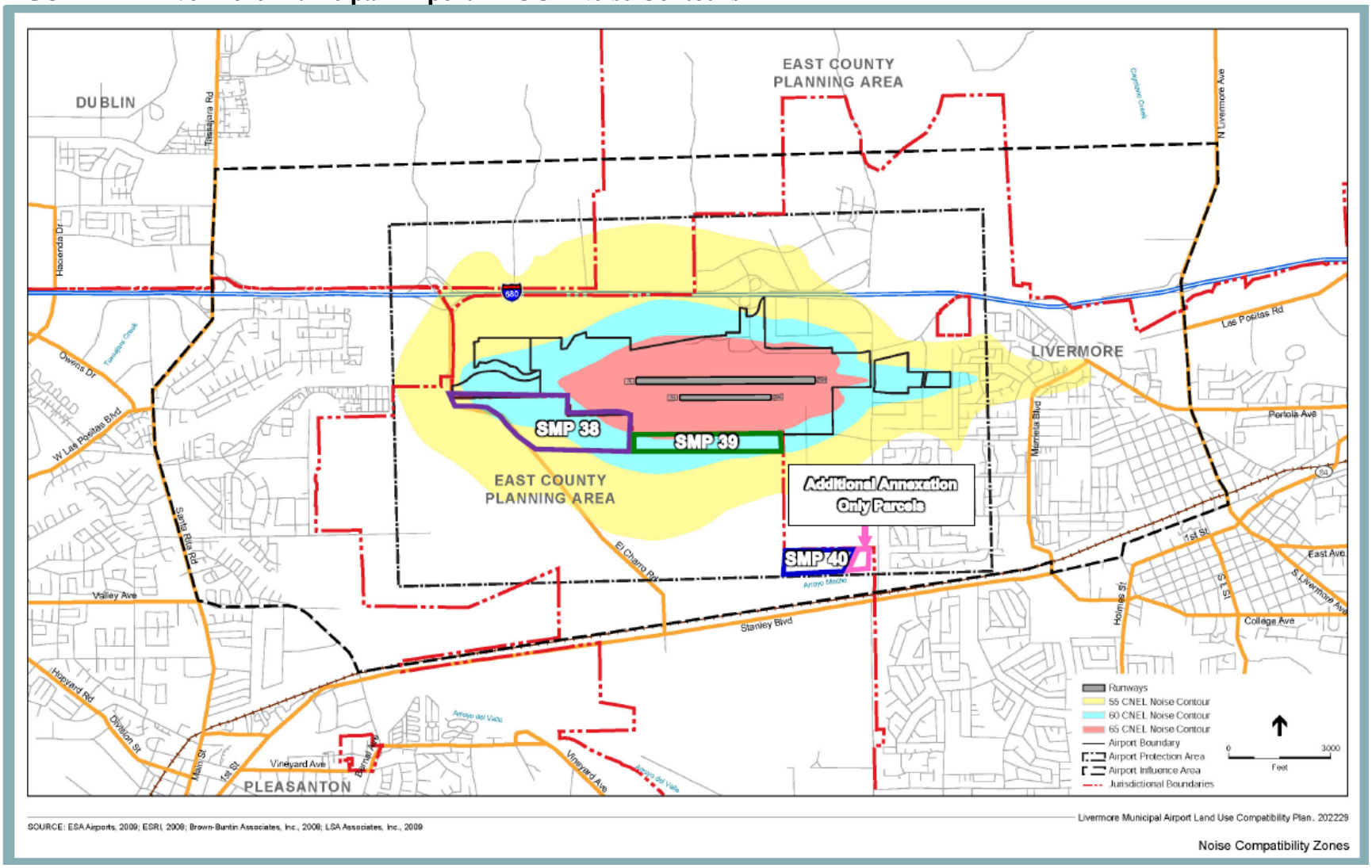
Policy P1: When crafting mitigation programs for adverse noise exposure from new development, the City shall encourage the use of noise attenuation programs that avoid constructing sound walls.

Policy P3: The City shall require control of noise at the source for new development deemed to be noise generators through site design, building design, landscaping, hours of operation, and other techniques.

Policy P4: The City shall require operational limitations and feasible noise buffering for new uses that generate significant noise impacts near sensitive uses.

Policy P5: During all phases of construction, the City shall take measures to minimize the exposure of neighboring properties to excessive noise levels from construction-related activity.

FIGURE 1 Livermore Municipal Airport ALUCP Noise Contours



Source: Alameda County Community Development Agency, Livermore Executive Airport Land Use Compatibility Plan, August 2012.

Policy P6: The City shall require mitigation measures to minimize noise impacts on surrounding areas as part of the permit review process for land uses of a temporary nature, such as fairs or exhibits. The noise level from the temporary use should be in conformance with the noise level guidelines for nearby land uses.

Policy P8: It shall be the responsibility of new development of new land uses to be consistent with noise standards appropriate and sensitive to adjacent land uses.

Action A2: Identify noise attenuation programs for mitigation of noise adjacent to existing residential areas, including such measures as wider setbacks, intense landscaping, double-pane windows, and building orientation away from the noise source.

Objective N-1.3. Increase public awareness of the negative effects of noise through public education and the enforcement of existing noise control measures.

Action A1: Enforce City, State, and federal noise level standards.

Action A2: Continue to enforce the City's Noise Ordinance to reduce noise impacts.

Action A3: Revise the Noise Ordinance, as necessary, to improve the City's ability to reduce noise impacts.

Objective N-1.4. Reduce noise levels from traffic, which is the single largest continual source of unacceptable noise in the City.

Policy P1: The City shall support federal and State legislation to attain lower operating noise levels on motor vehicles.

Policy P2: The City shall minimize potential transportation noise through proper design of street circulation, coordination of routing, and other traffic control measures.

Policy P3: The City shall provide planned industrial areas with truck access routes separated from residential areas to the maximum feasible extent. Consider methods to restrict truck travel times in sensitive areas.

Policy P5: The City will consider sound walls as a means of noise mitigation along proposed and existing roadway segments and railroad right-of-ways only after other noise attenuation programs such as building construction, larger landscaped berms, and distances have been considered to reduce noise to appropriate levels in residential areas.

Action A1: Promote and encourage new vehicle technologies to reduce transportation

noise levels.

Action A4: Implement the Neighborhood Traffic Calming Program to encourage motorists to slow down thereby decreasing noise levels in all residential areas.

Objective N-1.5. Reduce the level of noise generated by mechanical and other noise-generating equipment by means of public education, regulation, and/or political action.

Policy P1: The City shall require that industrial and commercial uses be designed and operated so as to avoid the generation of noise effects on surrounding sensitive land uses (e.g., residential, churches, schools, hospitals) from exceeding the following noise levels for exterior environments:

a) 55 dBA L_{50} (7:00 a.m. to 10:00 p.m.)

b) 45 dBA L_{50} (10:00 p.m. to 7:00 a.m.)

Policy P2: In order to allow for temporary construction, demolition or maintenance noise and other necessary short-term noise events, the stationary source noise standards in Policy N-1.5.P1, above, may be exceeded within the receiving land use by:

a) 5 dBA for a cumulative period of no more than fifteen (15) minutes in any hour.

b) 10 dBA for a cumulative period of no more than five (5) minutes in any hour.

c) 15 dBA for a cumulative period of no more than one (1) minute in any hour.

Policy P3: In order to allow for temporary construction, demolition or maintenance noise and other necessary short-term events, the stationary noise standards in Policy N-1.5.P1, above, shall not be exceeded within the receiving land use by more than 15 dBA for any period of time.

Policy P4: The following sources of noise are exempt from the standard in N-1.5.P1: motor vehicles on public streets; trains; emergency equipment, vehicles, devices, and activities; temporary construction, maintenance, or demolition activities conducted between the hours of 7:00 a.m. and 8:00 p.m.

City of Livermore Municipal Code. Chapter 9.36 of the City's Municipal Code includes noise control regulations, and the following apply to the proposed project:

Chapter 9.36.040 Blowers, fans and combustion engines. The operation of any noise-creating blower, power fan or internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, is prohibited, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device to deaden such noise in such a manner so as not to be plainly audible at a distance of either 75 feet from the source of the noise, or between the hours of 6:00 p.m. Saturday to 7:00 a.m. Monday; 8:00 p.m. to 7:00 a.m. on Monday, Tuesday, Wednesday and Thursdays; 8:00 p.m. Friday to 9:00 a.m. on Saturday or at all on city-observed holidays. (Ord. 1672 § 1, 2002; Ord. 1128 § 2, 1983; 1960 code § 13B.3(g))

Chapter 9.36.050 Exhausts from engines, boats or vehicles. The discharge into the open air of the exhaust of any steam engine, stationary internal-combustion engine, motorboat or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom in such a manner so as not to be plainly audible at the distance of either 75 feet from the source of the noise, or the property line, whichever is greater, is prohibited. (Ord. 1128 § 2, 1983; 1960 code § 13B.3(c))

Chapter 9.36.060 Loading and unloading vehicles and opening crates and containers. The creation of loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers is prohibited. (Ord. 1128 § 2, 1983; 1960 code § 13B.3(d))

Chapter 9.36.090 Hammers, pile drivers, pneumatic tools and similar equipment. The operation between the hours of 6:00 p.m. Saturday to 7:00 a.m. Monday; 8:00 p.m. to 7:00 a.m. on Monday, Tuesday, Wednesday and Thursdays; 8:00 p.m. Friday to 9:00 a.m. on Saturday or at all on city-observed holidays of any pile driver, pneumatic tools, derrick, electric hoist, sandblaster or other equipment used in construction, demolition or other repair work, the use of which is attended by loud or unusual noise, is prohibited. (Ord. 1672 § 2, 2002; Ord. 1128 § 2, 1983; 1960 code § 13B.3(f))

Chapter 9.36.110 Exceptions.

B. Industrial areas located more than 500 feet from a residential development are exempt from the noise hour restrictions.

C. The city engineer and/or building official shall have the authority to authorize construction activities during the hours restricted by this chapter for the following reasons:

1. A public agency, other than the city, requires as a condition of a permit that the construction be done during the restricted hours.

2. Public health, safety or welfare requires the work to be done during the restricted hours.

3. Specific construction activities (such as large concrete foundation pours) can be identified and approved to occur as an exemption to this ordinance in the conditions of approval for a project at the time of the public hearing.

Existing Noise Environment

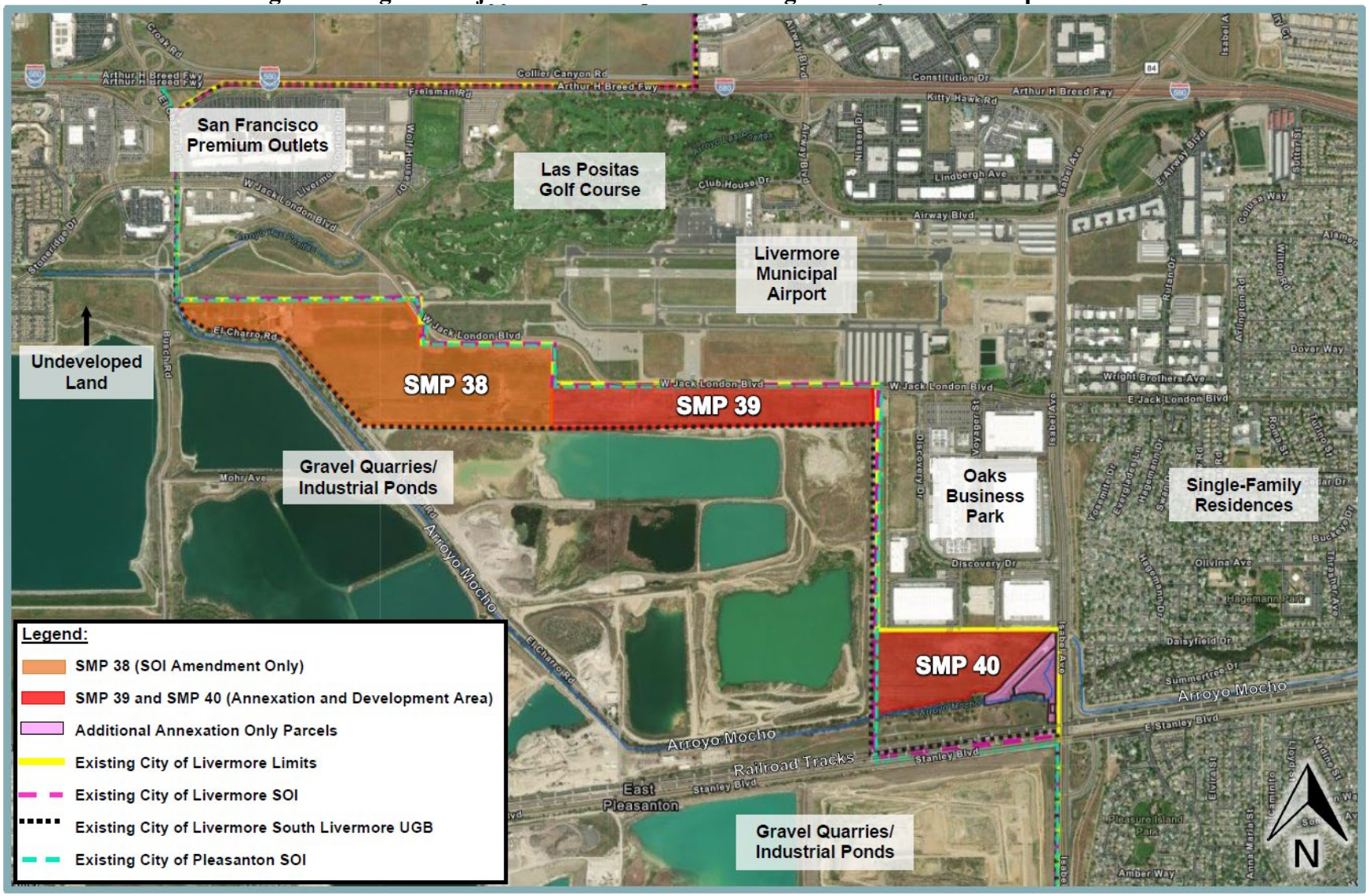
Site SMP 39 is a rectangular-shaped site, totaling about 51.9 acres, in unincorporated Alameda County, the City of Pleasanton SOI, and the City of Livermore South Livermore UGB. As shown in Figure 2 from the SMP 38/SMP 39/SMP 40 Draft EIR,[1] SMP 39 is currently undeveloped and is surrounded by West Jack London Boulevard and the Livermore Municipal Airport to the north; the Oaks Business Park to the east; gravel quarries and industrial ponds associated with mining operations to the south; and SMP 38, Arroyo Mocho, and industrial ponds to the west. The nearest noise-sensitive receptors include single-family residences more than 2,000 feet east of the eastern boundary of SMP 39. The portion of the SMP 39 that is the focus of this study is the easternmost portion of the site.

The Livermore Municipal Airport is approximately 100 feet north of SMP 39, which is within the Airport Protection Area boundaries and the Airport Influence Area boundaries identified in the ALUCP. The noise environment at the site and in the surrounding area results primarily from traffic along Isabel Avenue/SR 84, as well as nearby industrial uses, the Livermore Municipal Airport, and aggregate mining operations.

As part of the SMP 38/SMP 39/SMP 40 Draft EIR,[1] a long-term noise measurement (LT-1) was made in the southwest corner of the aviation storage hangers, which are north of West Jack London Boulevard between April 5, 2023, and April 10, 2023. LT-1 was made about 12 feet above the ground from a telephone pole located approximately 25 feet north of the centerline of West Jack London Boulevard. The measured hourly L_{eq} at LT-1 was 76 dBA, and the measured 24-hour L_{dn} was 75 dBA. Additionally, a long-term noise measurement (LT-2) was made at the single-family residences east of Isabel Avenue/SR 84 between November 2, 2021, and November 4, 2021. LT-2 was located along the Arroyo Bike Trail, approximately 10 feet above the ground and approximately 295 feet east of the Isabel Avenue/SR 84 centerline. The measured 24-hour L_{dn} at LT-2 was 67 dBA. While hourly L_{eq} was not provided in the Draft EIR, it is assumed that the L_{eq} would be 1 dBA higher than the L_{dn}, based on the findings of LT-1. Figure 3 shows the measurement locations, with respect to SMP 39, which is shown in red.

Typically, hourly L_{eq} noise levels during nighttime hours are about 10 dBA lower than daytime hourly average noise levels along arterial roadways, such as Jack London Boulevard, and about 5 dBA lower along expressways, such as SR 84. Therefore, the L_{eq} during nighttime hours would be about 66 dBA at LT-1 and about 63 dBA at LT-2.

FIGURE 2 Aerial Image Showing the Project Site and the Surrounding Noise-Sensitive Receptors



Source: City of Livermore and Raney Planning & Management, Inc., *SMP 38/SMP 39/SMP 40 Project Draft Environmental Impact Report*, SCH#2023010091, August 2023.

FIGURE 3 Aerial Image Showing the Site SMP 39 and the Noise Monitoring Locations Included in the SMP 38/SMP 39/SMP 40 Project Draft EIR



Source: Google Earth, 2025.

Operational Noise

Operational noise associated with the proposed project includes project traffic, mechanical equipment, truck loading and unloading, and forklift operations. Each of these project-generated operations are discussed below.

According to Policies N-1.5.P1, N-1.5.P2, and N-1.5.P3 of the City's General Code, a significant impact would occur if the proposed generates noise levels exceeding 55 dBA L_{50} during daytime hours and 45 dBA L_{50} during nighttime hours at receiving noise-sensitive receptors (i.e., residences, schools, hospitals, churches, libraries) for project activities occurring more than 30 minutes in a given hour. For activities occurring for more than five minutes in a given hour, noise level limits (L_{08}) would be 10 dBA above the L_{50} limits. Maximum instantaneous noise level limits (L_{max}) would be 15 dBA above the L_{50} limits.

The City does not define a significant permanent noise level increase. For purposes of this study, a permanent noise level increase generated by project-generated activities would be considered significant if: a) the noise level increase is 5 dBA L_{dn} or greater, with a future noise level of less than 60 dBA L_{dn}; or b) the noise level increase is 3 dBA L_{dn} or greater, with a future noise level of 60 dBA L_{dn} or greater. With an existing noise environment exceeding 60 dBA L_{dn} at the nearest noise-sensitive receptors in the project vicinity (i.e., residences east of Isabel Avenue/SR 84), the future noise environment would remain above 60 dBA L_{dn}. Therefore, a noise level increase of 3 dBA L_{dn} or more at the nearest residences would result in a significant impact.

Project Traffic

The traffic study completed by TJKM for the SMP 38/SMP 39/SMP 40 Draft EIR[1] determined that approved SMP 39 development would generate approximately 3,589 daily vehicle trips, with 559 peak hour trips. The traffic study completed for the updated project determined that the daily project trips for the industrial park scenario would be 2,546, with 257 peak hour trips. This would represent the worst-case scenario. Since the updated project would reduce total project trips at SMP 39, the proposed project would reduce the permanent noise level increase anticipated in the EIR. The permanent noise level increase of the approved project was less than 3 dBA L_{dn}, and the permanent noise level increase under the proposed project would remain less than 3 dBA L_{dn}. Therefore, the project would not result in a significant permanent noise increase at noise-sensitive receptors in the project vicinity. No additional impact would occur with the proposed project.

Truck Loading and Unloading

Both project scenarios would include loading docks for heavy truck deliveries. As mentioned above, the worst-case daily project trips would be 2,546 for either alternative. While the traffic study did not include truck trips for the proposed project, it is assumed that up to 2% of the daily and peak hour trips would be truck trips, which would be 51 daily truck trips and five peak hour truck trips. This would represent the worst-case scenario for the project site, which would be the manufacturing alternative. Under the R&D alternative, it is assumed the daily and peak hour truck trips would be reduced.

Under the R&D/industrial project alternative, the expected hours of delivery would be between 7:00 a.m. and 10:00 p.m. The worst-case scenario, however, would be the warehouse alternative, which could potentially include 24-hour truck deliveries.

Truck maneuvering noise occurring at the project site would include a combination of engine, exhaust, and tire noise, as well as the intermittent sounds of back-up alarms and releases of compressed air associated with truck/trailer air brakes. However, truck maneuvering would occur at the loading docks, which are shown on the western façade of the proposed building. Therefore, truck maneuvering activities occurring at the project site would be well shielded from the nearest residences (located more than 3,500 feet from the loading docks) and the east offices (located more than 1,700 feet from the loading docks). Noise generated by truck loading and unloading activities would not exceed the City's daytime or nighttime thresholds.

These additional truck trips would also contribute to the traffic noise along the surrounding roadways impacting the nearest residences, since SR 84 is the expected departure route. Caltrans traffic data along SR 84 was used to represent existing traffic conditions.[4] While 2022 volumes are the most recently posted data, a standard increase of 1% per year was added to the volumes each year to calculate existing volumes in 2025. Caltrans also includes heavy truck volumes, which would be 2% to 7% of the total traffic along the roadway. Federal Highway Administration's Traffic Noise Model (FHWA TNM), version 2.5, was used to model existing and existing plus project conditions, including the increase in truck trips. At a distance of 140 feet from the centerline of SR 84, which is the distance to the nearest residential property line, the L_{dn} under the existing and existing plus project scenarios would be 73 dBA. Therefore, the project would not result in a measurable or detectable noise level increase (i.e., 0 dBA L_{dn} increase) with the inclusion of the proposed project and the truck trips added to the roadways under the worst-case project alternative.

Parking Lot

According to the proposed site plan, a surface parking lot would be located on the eastern portion of project site. The residences east of SR 84 would be partially shielded from the intervening office buildings. However, assuming worst-case conditions, no attenuation is assumed for the nearest residences or the east office buildings.

Noise sources associated with the use of the parking lots would include vehicular circulation, loud engines, door slams, and human voices. The maximum noise level of a passing car at 15 mph typically ranges from 45 to 55 dBA at a distance of 100 feet. The noise generated during an engine start is similar. Door slams cause slightly lower noise levels. The hourly average noise levels resulting from all of these noise-generating activities in a busy parking lot typically range from 40 to 50 dBA L_{eq} at a distance of 100 feet from the parking area. Noise levels decrease at a rate of 6 dB per doubling of distance. Assuming maximum activities in a busy parking lot for three hours between 6:00 a.m. and 9:00 a.m. and again between 5:00 p.m. and 8:00 p.m. and some activity between 8:00 p.m. and 10:00 p.m., the 24-hour average noise level at 100 feet would be 48 dBA L_{dn}.

While a single vehicle accessing a parking lot and maneuvering to and from a parking spot would

[4] https://dot.ca.gov/programs/traffic-operations/census

typically take up to five minutes, activity throughout the parking lot at the start and end of a shift would be constant for more than 30 minutes in a given hour. Therefore, the daytime L_{08} and L_{50} standards of 65 and 55 dBA, respectively, would apply to this noise source at the nearest receiving residences. The City of Livermore does not have noise standards for office uses.

The distance from the center of the parking lot to the property line of the nearest noise-sensitive receptor, which would be the residences east of SR 84, would be about 2,795 feet. At this distance, parking lot noise would be at or below 26 dBA L_{08} and at or below 21 dBA L_{50}. The 24-hour average would be less than 20 dBA L_{dn}, assuming maximum activity in the parking lot for three hours in the morning and in the evening. Therefore, parking lot activities would not exceed the City's L_{08} or L_{50} daytime standards of 65 and 55 dBA, respectively, at the nearest residential uses.

Additionally, the nearest office building, which would be about 960 feet from the center of the parking lot, would be exposed to parking lot noise up to 35 dBA L_{08} for parking lot activity occurring for up to five minutes and up to 30 dBA L_{50} for hourly parking lot activity occurring for more than 30 minutes in an hour. The day-night average noise level at the office building would be 29 dBA L_{dn}.

For all existing noise-sensitive receptors, the noise level increase due to parking lot activities would not be measurable or detectable (0 dBA L_{dn} increase).

Mechanical Equipment

Most operational mechanical equipment proposed at the project site, including the Pulser, would be located within the proposed building, which would adequately shield the mechanical equipment noise from the surrounding receptors. However, the site plan shows two transformers located on the ground level of the western external façade.

Transformers up to 1,000 kVA typically generate noise levels up to 64 dBA, as measured at 1 meter (about 3 feet). Assuming two transformers run continuously during daytime and nighttime hours, the 24-hour average noise level would be 73 dBA L_{dn} at a distance of about 3 feet.

For this analysis, it is assumed that both transformers operate continuously throughout each hour in a 24-hour period. Therefore, the daytime and nighttime L_{50} standards of 55 and 45 dBA would apply to this noise source at the nearest receiving residential property lines, which would be more than 3,600 feet from the equipment, and would be well shielded by the proposed R&D and existing office buildings. At this distance, hourly average noise levels would be below 20 dBA L_{50}, and the day-night average noise level would be below 20 dBA L_{dn}. Therefore, mechanical equipment noise would not exceed the City's L_{50} daytime or nighttime standards at the nearest residential property lines.

Additionally, the nearest office building, which would be about 1,775 feet from the transformers, would be exposed to mechanical equipment noise below 20 dBA L_{50}. The day-night average noise level at the office building would be below 20 dBA L_{dn}.

For all existing noise-sensitive receptors, the noise level increase due to mechanical equipment

would not be measurable or detectable (0 dBA L_{dn} increase).

Forklift Operations

Forklifts are typically used to off load heavy trucks at the loading docks, which are located along the western building façade. Operations of the forklifts would be well shielded from the noise-sensitive receptors by the proposed building. Therefore, forklift activities would not exceed the City's noise standards. For all existing noise-sensitive receptors, the noise level increase due to forklift activities would not be measurable or detectable (0 dBA L_{dn} increase).

Total Combined Project-Generated Noise

Operational noise levels due to project-generated activities (i.e., traffic, truck loading/unloading, parking lot, mechanical equipment, and forklift operations) would not exceed the City's daytime or nighttime noise limits at the noise-sensitive receptors surrounding the site, which include residential uses east of SR 84.

For all existing noise-sensitive receptors in the project vicinity, the noise level increase due to project-generated noise levels would not result in a measurable or detectable permanent noise level increase (i.e., 0 dBA L_{dn} increase).

Construction Noise

The Pacific Fusion R&D facility would include the construction of a single 225,500 square foot building. The exterior of the proposed R&D facility would include a combination of tilt up concrete for the majority of the structure and a precast panel or metal panel construction for the high-bay space (for the Pulser).

The noise thresholds included in Policies N-1.5.P1, N-1.5.P2, and N-1.5.P3 of the City's General Code would apply to construction work occurring outside the allowable construction hours specified in Policy N-1.5.P4, which are between 7:00 a.m. and 8:00 p.m. Additionally, Chapter 9.36.90 prohibits the use of pile drivers, pneumatic tools, derricks, electric hoists, sandblasters or other equipment used during construction and demolition between the hours of 6:00 p.m. Saturday to 7:00 a.m. Monday; 8:00 p.m. to 7:00 a.m. on Monday, Tuesday, Wednesday and Thursdays; 8:00 p.m. Friday to 9:00 a.m. on Saturday or at all on city-observed holidays.

Noise impacts resulting from construction depend upon the noise generated by various pieces of construction equipment, the timing and duration of noise-generating activities, and the distance between construction noise sources and noise-sensitive areas. Construction noise impacts primarily result when construction activities occur during noise-sensitive times of the day (e.g., early morning, evening, or nighttime hours), the construction occurs in areas immediately adjoining noise-sensitive land uses, or when construction lasts over extended periods of time.

Construction activities generate considerable amounts of noise, especially during earth-moving activities when heavy equipment is used. The construction of the proposed project would involve substantial excavation and foundation work, building assembly, paving, and landscaping. The

hauling of excavated materials and construction materials would generate truck trips on local roadways, as well. For the proposed project, impact pile driving may be required and is assumed in this analysis.

Construction activities for individual projects are typically carried out in phases. During each phase of construction, there would be a different mix of equipment operating, and noise levels would vary by phase and vary within phases, based on the amount of equipment in operation and the location at which the equipment is operating. The highest noise levels would be generated during grading, excavation, and foundation construction. The assembly of large buildings from steel structures could also cause considerable noise for fairly long durations. The typical range of maximum instantaneous noise levels for the proposed project would be 70 to 90 dBA L_{max} at a distance of 50 feet (see Table 4) from the equipment. At 50 feet, maximum noise levels generated by impact pile driving would be 105 dBA L_{max}.

Table 5 shows the hourly average noise level ranges, by construction phase, typical for various types of projects. Hourly average noise levels generated by construction typically are about 75 to 89 dBA L_{eq} for R&D buildings, measured at a distance of 50 feet from the center of a busy construction site. Construction-generated noise levels drop off at a rate of about 6 dBA per doubling of the distance between the source and receptor. Shielding by buildings or terrain often results in lower construction noise levels at distant receptors.

TABLE 4 Construction Equipment 50-Foot Noise Emission Limits

Equipment Category	L_{max} Level (dBA)[1,2]	Impact/Continuous
Arc Welder	73	Continuous
Auger Drill Rig	85	Continuous
Backhoe	80	Continuous
Bar Bender	80	Continuous
Boring Jack Power Unit	80	Continuous
Chain Saw	85	Continuous
Compressor[3]	70	Continuous
Compressor (other)	80	Continuous
Concrete Mixer	85	Continuous
Concrete Pump	82	Continuous
Concrete Saw	90	Continuous
Concrete Vibrator	80	Continuous
Crane	85	Continuous
Dozer	85	Continuous
Excavator	85	Continuous
Front End Loader	80	Continuous
Generator	82	Continuous
Generator (25 KVA or less)	70	Continuous
Gradall	85	Continuous
Grader	85	Continuous
Grinder Saw	85	Continuous
Horizontal Boring Hydro Jack	80	Continuous
Hydra Break Ram	90	Impact
Impact Pile Driver	105	Impact
Insitu Soil Sampling Rig	84	Continuous
Jackhammer	85	Impact
Mounted Impact Hammer (hoe ram)	90	Impact
Paver	85	Continuous
Pneumatic Tools	85	Continuous
Pumps	77	Continuous
Rock Drill	85	Continuous
Scraper	85	Continuous
Slurry Trenching Machine	82	Continuous
Soil Mix Drill Rig	80	Continuous
Street Sweeper	80	Continuous
Tractor	84	Continuous
Truck (dump, delivery)	84	Continuous
Vacuum Excavator Truck (vac-truck)	85	Continuous
Vibratory Compactor	80	Continuous
Vibratory Pile Driver	95	Continuous
All other equipment with engines larger than 5 HP	85	Continuous

Notes:

[1] Measured at 50 feet from the construction equipment, with a "slow" (1 sec.) time constant.

[2] Noise limits apply to total noise emitted from equipment and associated components operating at full power while engaged in its intended operation.

[3] Portable Air Compressor rated at 75 cfm or greater and that operates at greater than 50 psi.

TABLE 5 Typical Ranges of Construction Noise Levels at 50 Feet, L_{eq} (dBA)

	Domestic Housing		Office Building, Hotel, Hospital, School, Public Works		Industrial Parking Garage, Religious Amusement & Recreations, Store, Service Station		Public Works Roads & Highways, Sewers, and Trenches	
	I	II	I	II	I	II	I	II
Ground Clearing	83	83	84	84	84	83	84	84
Excavation	88	75	89	79	89	71	88	78
Foundations	81	81	78	78	77	77	88	88
Erection	81	65	87	75	84	72	79	78
Finishing	88	72	89	75	89	74	84	84

I - All pertinent equipment present at site.
II - Minimum required equipment present at site.

Source: U.S.E.P.A., Legal Compilation on Noise, Vol. 1, p. 2-104, 1973.

Project construction is expected to start in early January 2026 and be completed by the end of March 2027. The project's exterior will be a combination of tilt up concrete for the office, lab space and the base of the R&D space, and a precast panel or metal panel construction for the high bay industrial lab space for the Pulser. Due to the bearing pressure of the large concrete structure and the sensitive equipment of the Pulser, which cannot withstand substantial settlement once in operation, the project will rely on deep foundation systems (i.e., piles). The Project's concrete slab foundation would rest on these piles so that the building will not settle with the surrounding soil. Other onsite site improvements would include a 268-space parking lot and the installation of landscaping along all frontages of the facility. Consistent with the 2024 EIR, the City would be responsible for providing water service, sewer service, police protection, and general government services to the proposed R&D facility, along with maintaining public water and sewer mains and the onsite storm drainage system. The R&D facility footprint would be divided into five drainage management areas (DMAs) wherein stormwater would be captured and directed into a bioretention treatment planter before being directed into the existing storm drain system of West Jack London Boulevard.

Total onsite project construction is expected to take about 15 months to complete, and the applicant proposes construction between 7:00 a.m. and 7:00 p.m.

Federal Highway Administration's (FHWA's) Roadway Construction Noise Model (RCNM) was used to calculate the typical hourly average noise levels for each phase of construction, assuming the two loudest pieces of equipment would operate simultaneously, as recommended by the Federal Transit Administration (FTA) for construction noise evaluations. This construction noise model includes representative sound levels for the most common types of construction equipment and the approximate usage factors of such equipment that were developed based on an extensive database of information gathered during the construction of the Central Artery/Tunnel Project in Boston, Massachusetts (CA/T Project or "Big Dig"). The usage factors represent the percentage of time that the equipment would be operating at full power.

Equipment expected to be used in each construction phase of the onsite work is summarized in Table 6, along with the quantity of each type of equipment and the reference noise level at 50 feet, assuming the operation of the two loudest pieces of construction equipment for each construction phase, per recommendation by the FTA. As previously mentioned, pile driving would be required for the proposed project during the foundation work; however, the type of pile driving (i.e., impact driving, vibratory driving, drilling) has not been specified. Additionally, the number of rigs has not yet been established. Pile driving activities, which are very noisy, dominate the noise environment at the project site and typically operate as an isolated construction activity with little to no other equipment operating simultaneously. Therefore, noise levels shown in Table 6 do not include pile driving activity.

TABLE 6 Construction Noise Levels During Onsite Work at a Distance of 50 feet

Phase of Construction	Total Workdays	Construction Equipment (Quantity)	Estimated Construction Noise Level at 50 feet, dBA L_{eq}
Site Preparation	10	Rubber-Tired Dozer (3)[a] Tractor/Loader/Backhoe (4)[a]	82
Grading/Excavation	20	Excavator (1) Grader (1)[a] Rubber-Tired Dozer (1) Tractor/Loader/Backhoe (3)[a]	84
Trenching/Foundation	20	Tractor/Loader/Backhoe (1)[a] Excavator (1)[a]	82
Building – Exterior	230	Crane (1) Forklift (3) Generator Set (1)[a] Tractor/Loader/Backhoe (3)[a] Welder (1)	82
Building – Interior/ Architectural Coating	20	Air Compressor (1)[a]	74
Paving	20	Paver (2)[a] Paving Equipment (2)[a] Roller (2)	83

[a] Denotes two loudest pieces of construction equipment per phase (not including pile driving).

Temporary construction noise was also assessed at the receiving property lines of all existing receptors in the project vicinity. Table 7 summarizes the hourly average noise levels calculated for all construction equipment operating simultaneously in each phase (except for pile driving activities) for the onsite construction work when the source levels are positioned at the center of the project building and propagated to the receiving property lines. While the residences east of SR 84 would be partially shielded by the existing intervening office buildings, no attenuation is assumed for the noise levels in Table 7.

TABLE 7 Construction Noise Levels During Onsite Activities for the Proposed Project at the Receiving Property Lines in the Project Vicinity

	Calculated Hourly Average Noise Levels, L_{eq} (dBA)	
	Res. East of SR 84 (3,310ft)	**East Offices (1,460ft)**
Site Preparation	51	58
Grading/ Excavation	51	58
Trenching/ Foundation[a]	45	52
Building – Exterior	50	57
Building – Interior/ Architectural Coating	37	44
Paving	50	57

[a] Not including pile driving activities.

As shown in Table 6, construction noise levels would intermittently range from 74 to 84 dBA L_{eq} at a distance of 50 feet from the non-pile driving equipment. When the noise source is positioned at the center of the proposed building, unattenuated construction noise levels would range from 37 to 51 dBA L_{eq} at the nearest residential receptors and from 44 to 58 dBA L_{eq} at the east offices. Since the nearest noise-sensitive receptors would be located more than 2,000 feet from the project site, construction noise levels during non-pile driving activities would be below 55 dBA L_{eq}. For the surrounding office uses, construction noise levels would be at or below 63 dBA L_{eq} during non-pile driving activities even when construction occurs at the nearest project boundary.

Isolated pile driving activity is expected to be required for the foundation of the building and would occur along the perimeter of the building footprint, as well as within the footprint of the building. While the total number of required piles is unknown, it is assumed that pile driving would take about two weeks to complete. Table 8 summarizes the hourly L_{eq} and L_{max} for various pile driving options.

During impact pile driving, the hammer guide is placed on top of the piles, and the hammer is picked up and driven into the piles in multiple, isolated strikes. Noise generated by impact pile driving is dependent on the size of the piles, the size of the hammer, and force of each strike. Each strike generates a maximum instantaneous noise level, and the number of repeated strikes adds to the disruption at the receiving property lines. The L_{eq} is averaged over a given hour when the activities occur, and the L_{eq} for impact pile driving depends on the number of strikes in that hour, which is unknown at this time. The L_{eq} shown in Table 8, therefore, is estimated based on 20% usage. Assuming 20% usage, the maximum noise level would below 80 dBA L_{max} at the nearest residential property lines. Similarly, impact pile driving would be below 80 dBA at the office uses.

TABLE 8 Pile Driving Noise Levels Propagated from the Nearest Building Façade to the Receiving Property Lines in the Project Vicinity

	Construction Noise Levels (dBA)			
	Res. East of SR 84 (3,035ft)		East Offices (1,160ft)	
	L_{eq}	L_{max}	L_{eq}	L_{max}
Impact Pile Driving	59	69	67	78
Vibratory Pile Driving	58	59	67	68
Drilling	37-42	44-49	45-50	53-58

During vibratory pile driving, the hammer is placed on the pile, and the pile is vibrated into the ground using constant operation of the hammer. Depending on the soil conditions and size of the piles, this could take more than 30 minutes in a given hour to install. Hence, the L_{eq} and the L_{max} are virtually the same in Table 8. Vibratory pile driving would not generate noise levels exceeding 70 dBA at the surrounding receptors.

Using a standard drill rig or an auger drill rig would further reduce construction noise levels during the installation of piles as part of the foundation work of the proposed project by a minimum of 10 dBA compared to vibratory pile driving. However, the total required time to install the piles may be lengthened with the use of drilling.

The 2024 EIR included the following mitigation measure to reduce project construction activities at the project site:

Mitigation Measure 4.6-1: Prior to issuance of a grading permit for the chosen off-site trail connection option, the project applicant shall prepare a construction noise management plan that identifies measures to be taken to minimize construction noise on surrounding sensitive land uses and include specific noise management measures to be included within the plans and specifications for the trail connection option, subject to review and approval by the City of Livermore Community Development Department. The project applicant shall demonstrate, to the satisfaction of the City that the project complies with the following:

- All heavy construction equipment used on the proposed project shall be maintained in good operating condition, with all internal combustion, engine-driven equipment fitted with intake and exhaust mufflers that are in good condition.

- All mobile or fixed noise producing equipment used on the proposed project that is regulated for noise output by a local, state, or federal agency shall comply with such regulations while in the source of project activity.

- Where feasible, electrically-powered equipment shall be used instead of pneumatic or internal combustion powered equipment.

- All stationary noise-generating equipment shall be located as far away as possible from the nearest residential uses.

- Signs prohibiting unnecessary idling of internal combustion engines shall be posted.

- The use of noise-producing signals, including horns, whistles, alarms and bells shall be for safety warning purposes only.

- The use of temporary sound barriers shall be incorporated along the outer work area of the construction site, east of Isabel Avenue/SR 84. Barrier height and location(s) shall be determined by a qualified acoustical engineer to ensure that the resultant construction noise levels at the nearest residence would meet the applicable standard. The sound barrier fencing shall consist of 0.5-inch plywood or minimum STC 27 sound curtains placed to shield nearby sensitive receptors. The plywood barrier shall be free from gaps, openings, or penetrations to ensure maximum performance.

Implementation of the above mitigation measures would ensure that construction of the proposed project would comply with the City of Livermore and would reduce the construction noise levels from the project.

After implementation of the noise mitigation measures included in the 2024 EIR, temporary construction activities would be reduced as much as possible, protecting the nearby noise-sensitive receptors, to the most feasible extent possible. Considering the expected duration of elevated noise levels, incorporation of the above measures would reduce the temporary construction noise impact to a less-than-significant level.

Construction Vibration

The construction of the project may generate perceptible vibration when heavy equipment or impact tools (e.g., jackhammers, hoe rams) are used. Construction activities would include demolition, site preparation work, foundation work, and new building framing and finishing.

The California Department of Transportation (Caltrans) recommends a vibration limit of 0.5 in/sec PPV for buildings structurally sound and designed to modern engineering standards, which typically consist of buildings constructed since the 1990s. Conservative vibration limits of 0.3 in/sec PPV has been used for buildings that are found to be structurally sound but where structural damage is a major concern (see Table 3 for further explanation). For historical buildings and some old buildings, a vibration limit of 0.25 in/sec PPV would apply, and for ruins or ancient monuments, a cautious vibration limit of 0.08 in/sec PPV is often used to provide the highest level of protection. No historical buildings, ancient monuments or ruins have been identified within 200 feet of the project. Conservatively, the 0.3 in/sec PPV threshold would be applied for all structures in the project vicinity.

Damage due to construction vibration would fall into three categories: threshold damage (or cosmetic), minor damage, and major damage. Threshold damage, or cosmetic damage, would entail hairline cracking in plaster, the opening of old cracks, the loosening of paint or the dislodging of loose objects. Minor damage would include hairline cracking in masonry or the loosening of plaster, and major structural damage would include wide cracking or shifting of foundation or bearing walls.

Pile driving, which produces substantial vibrations, would likely be required for the foundation of the proposed building. Pile driving would potentially occur for about two weeks, averaging approximately eight hours per day and would not occur within 150 feet of the nearest surrounding building or airplane storage structure.

Table 9 presents typical vibration levels that could be expected from construction equipment at a distance of 25 feet. At 25 feet, typical impact and vibratory pile driving would generate vibration levels of 0.64 and 0.17 in/sec PPV, respectively, with the upper limit on vibration levels of 1.16 and 0.73 in/sec PPV, respectively. Other options, such as drilling, would typically generate vibration levels of 0.09 in/sec PPV at a distance of 25 feet.

TABLE 9 Vibration Source Levels for Construction Equipment

Equipment		PPV at 25 ft. (in/sec)	Minimum Distance to Meet 0.3 in/sec PPV (feet)
Pile drive (impact)	upper range	1.158	86
	typical	0.644	51
Pile drive (sonic)	upper range	0.734	57
	typical	0.170	15
Clam shovel drop		0.202	18
Hydromill (slurry wall)	in soil	0.008	1
	in rock	0.017	2
Vibratory Roller		0.210	19
Hoe Ram		0.089	9
Large bulldozer		0.089	9
Caisson drilling		0.089	9
Loaded trucks		0.076	8
Jackhammer		0.035	4
Small bulldozer		0.003	< 1

Source: Transit Noise and Vibration Impact Assessment Manual, Federal Transit Administration, Office of Planning and Environment, U.S. Department of Transportation, September 2018, as modified by Illingworth & Rodkin, Inc., May 2025.

Vibration levels would vary depending on soil conditions, construction methods, and equipment used. Table 9 also summarizes the distances to the 0.3 in/sec PPV threshold for older conventional buildings located in the project vicinity.

Vibration levels are highest close to the source and then attenuate with increasing distance at the rate $\left({}^{D_{ref}}/_{D}\right)^{1.1}$, where D is the distance from the source in feet and D_{ref} is the reference distance of 25 feet. Construction vibration levels would be dependent on the location of individual pieces of equipment. Equipment scattered throughout the site would not generate a collective vibration level, but a vibratory roller, for instance, operating near the project site boundary would generate the worst-case vibration levels for the receptor sharing that property line.

Pile driving is a stationary construction activity occurring at the location of the foundation piles. The nearest pile locations to the surrounding offsite buildings surrounding the site would at the

proposed building façades. For this analysis, pile driving operations are assumed at the nearest building façades to each of the offsite buildings, and all other onsite construction is propagated to the offsite buildings assuming equipment to be operating along the nearest project site boundary, which represents the worst-case conditions.

Vibration levels summarized in Table 9 represents the range of vibration levels within which all construction equipment fall. During onsite construction activities not including pile driving, operation of construction equipment along the project site boundaries would represent the worst-case vibration conditions for the offsite buildings surrounding the site. Assuming operation along the nearest property lines, construction equipment would be more than 2,700 feet from the nearest residential structure. The nearest office façade would be more than 850 from the nearest project site boundary. At these distances, vibration levels would be below 0.01 in/sec PPV. North of the project site are airport storage hangers, which would be approximately 100 feet from the nearest project site boundary. At this distance, vibration levels would be below 0.05 in/sec PPV. Therefore, all non-pile driving construction activities occurring on the project site would result in vibration levels below 0.3 in/sec PPV at offsite buildings surrounding the site.

Pile driving activities occurring at the proposed building would be 1,195 feet from the nearest office building and 3,045 feet from the nearest residential building. At these distances, the upper range (i.e., worst-case vibration levels) for impact pile driving would be below 0.02 in/sec PPV. The upper range of vibratory pile driving would be at or below 0.01 in/sec PPV. Drilling activities at the proposed building would be below 0.01 in/sec PPV. The nearest airport storage hanger would be 150 feet from the nearest pile driving activities. At this distance, impact pile driving would generate vibration levels up to 0.16 in/sec PPV, while vibratory pile driving and drilling would generate vibration levels at or below 0.1 in/sec PPV.

All onsite vibration levels would be below the 0.3 in/sec PPV threshold at the surrounding offsite buildings. This would be a less-than-significant impact.

Summary

Operational noise generated by the proposed project would not exceed City noise standards at surrounding noise-sensitive uses or result in a permanent noise level increase exceeding 3 dBA L_{dn} at noise-sensitive receptors. Temporary construction noise and vibration would not generate excessive levels at the surrounding receptors.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE ADOPTING THE PLANNED DEVELOPMENT AMENDMENT (PD) 25-002

On April 24, 2025, the City received an application from Hines Inc., on behalf of Pacific Fusion ("Applicant") for Planned Development Amendment (PD) 25-002, Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, and Conditional Use Permit (CUP) 25-002 to develop an approximately 14-acre portion of a parcel identified by Assessor's Parcel Number (APN) 904-3-1-4, known as SMP 39, located on the south side of West Jack London Boulevard adjacent to the existing Oaks Business Park and approximately 800 feet west of the Discovery Drive/West Jack London Boulevard intersection. The applicant would build a light industrial, research and development and advanced manufacturing facility that would test and demonstrate commercially viable clean energy through fusion power, known as Pacific Fusion ("Project"). The project also includes amendments to the Planned Development zoning to increase allowable height and remove the 20% cap on Warehouse and Distribution Facilities.

On August 12, 2025, the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendations, all public comments and testimony, and findings.

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

Section 1. *Recommendation*. The Planning Commission held a duly noticed public hearing on August 12, 2025, to consider Planned Development Amendment 25-002 and unanimously recommended that the City Council approve the Planned Development in Planning Commission Resolution No. 28-25, attached hereto as Exhibit A.

Section 2. *Environmental*. The City Council considered the environmental review and (a) found the project exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080.69 as amended by SB 131 by Resolution No. _____ and (b) determined that no subsequent action under CEQA Guidelines Sections 15162 or 15164 is required and certified the August 2025 Addendum to the SMP 39/SMP 40 Final Environmental Impact Report by Resolution No. _____.

Section 3. *Consistency*. The ordinance is consistent with the Livermore General Plan, any applicable specific plan, and the Livermore Development Code and will serve the public necessity, convenience and welfare for the reasons set forth in the in the agenda materials associated wherewith and the City Council adopts such reasons as its own.

Section 4. *Findings and Adoption*. The City Council of the City of Livermore has reviewed and considered the written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council considered the findings made in Planning Commission Resolution No.28-25, attached hereto as Exhibit A, and hereby adopts the same findings by this reference and incorporates them as part of this Ordinance. Based upon the City Council's own independent review of the Record Evidence and considerations, the City Council hereby approves Planned Development Amendment (PD) 25-001 as shown in the attached Exhibit B, for the Pacific Fusion Project.

Section 5. *Zoning Standards*. The zoning standards for this district shall be those set forth in the Planned Development Amendment 25-002 Standards, attached hereto as Exhibit B.

Section 6. *Publication and Effective Date*. This ordinance or a comprehensive summary thereof shall be published once in a newspaper of general circulation of the City of Livermore within fifteen (15) days after its adoption and shall take effect and be in force thirty (30) days from and after its adoption. Notwithstanding the foregoing, staff is hereby directed not to proceed with a second reading or adoption of this ordinance if Pacific Fusion opts not to locate in Livermore.

Section 7. *Filing*. The Planning Manager is directed to file a Notice of Exemption and Notice of Determination with the Alameda County Clerk.

Section 8. *Documents*. 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, Livermore, California.

Section 9. *Severability*. If any part of this ordinance is declared unconstitutional or invalid by a court, such unconstitutionality or invalidity shall not affect any remaining parts. The City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on September 8, 2025, 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:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Christine Crowl
Christine Crowl
Special Counsel

Exhibit A – Planning Commission Resolution No. 28-25
Exhibit B – Planned Development – Industrial 22-001 Zoning Standards, as amended by PD 25-002

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE PLANNED DEVELOPMENT AMENDMENT (PD) 25-002, SUBDIVISION (SUB) 25-001, SITE PLAN DESIGN REVIEW (SPDR) 25-005, CONDITIONAL USE PERMIT (CUP) 25-002, FOR THE PACIFIC FUSION PROJECT

On April 24, 2025, the City received an application from Hines Inc., on behalf of Pacific Fusion ("Applicant") for Planned Development Amendment (PD) 25-002, Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, and Conditional Use Permit (CUP) 25-002 to develop an approximately 14-acre portion of a parcel identified by Assessor's Parcel Number (APN) 904-3-1-4, known as SMP 39, located on the south side of West Jack London Boulevard adjacent to the existing Oaks Business Park and approximately 800 feet west of the Discovery Drive/West Jack London Boulevard intersection. The applicant would build a light industrial, research and development and advanced manufacturing facility that would test and demonstrate commercially viable clean energy through fusion power, known as Pacific Fusion ("Project"). The project also includes amendments to the Planned Development zoning to increase allowable height and remove the 20% cap on Warehouse and Distribution Facilities.

On August 12, 2025, the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendations, all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Livermore that prior to taking action on the Project, and at a properly noticed public meeting, the Planning Commission reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The Planning Commission's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, with respect to the Planned Development Amendment (PD) 25-002 attached hereto as Exhibit B, the Planning Commission of the City of Livermore finds based on the information presented:

1. Findings required for all Development Code and Zoning Map Amendments

    a. The proposed amendment is consistent with the General Plan and any applicable Specific Plan; and

    b. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

    Response: The General Plan designates the project site Low Intensity Industrial (LII), which envisions light industrial uses including research and development and advanced manufacturing facilities. The land use is implemented through PD-I 22-001, which is intended to provide an environment exclusively for and conducive to the development of modern professional and administrative facilities, research

institutions, manufacturing operations, experimental and testing laboratories, and related facilities. The zoning amendments modify the height standards to accommodate interior building clearance for specialized equipment to facilitate these types of uses, consistent with the General Plan Land Use Designation and purpose of the zoning. Further, the zoning amendments also remove 20% limitations on Warehouse and Distribution facilities. The Planned Development (PD-I 22-001) zoning would require approval of warehouse and distribution facilities through a Conditional Use Permit (CUP), consistent with the LII land use. An Addendum to the 2024 SMP 39/40 Environmental Impact Report (Addendum) was prepared for the project including the amendments. The Addendum finds that with applying the 2024 EIR mitigation measures there will be no detrimental effects to the public interest, health, safety, convenience, or welfare of the City. The proposed amendment is internally consistent with other applicable provisions of the Development Code.

The PD-I 22-001 zoning permits modern professional and administrative offices, research and development facilities, manufacturing operations, and experimental and testing laboratories and related facilities. The Project incorporates all four uses into one facility. The zoning amendments modify the height standards to accommodate interior building clearance for specialized equipment to facilitate research and development uses consistent with the zone. Further, PD-I 22-001 permit Warehouse and Distribution facilities within 20% of the PD-I zoning district through issuance of a CUP. The proposed zoning amendment would remove the 20% limitation and is still consistent with the General Plan LII which permits manufacturing, office, R&D.

2. Additional finding for Zoning Map Amendments. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

   Response: The PD-I 22-001 zone remains the same, and the Zoning Map is not being amended. The zoning amendments would modify conditionally permitted uses and height standards to facilitate research and development and advanced manufacturing uses by responding to market needs consistent with the General Plan land use and the purpose of the District.

BE IT FURTHER RESOLVED, with respect to the Vesting Tentative Tract Map Amendment (SUB) 25-001, the Planning Commission of the City of Livermore finds based on the information presented:

1. The proposed map is consistent with the General Plan and any applicable specific plan, any policy or guideline implementing the General Plan (including the City's Design

Standards and Guidelines), or other applicable provisions of this Development Code.

Response:

The General Plan designates the project site LII, which envisions light industrial uses including research and development and advanced manufacturing facilities. The land use is implemented through PD-I 22-001, which establishes minimum lot sizes and widths. The Vesting Tentative Tract Map Amendment (VTTM) conforms to the General Plan to create lots of appropriate size to facilitate land uses and provides all the necessary public improvements and complies with the minimum lot size and dimension standards set forth in the zone and applicable provision of the Development Code.

2. The site is physically suitable for the proposed type of development.

   Response: The project site is flat, undeveloped, and served by existing public utilities. The development of approximately 225,000 square feet of industrial development is consistent with the LII General Plan land use, PD-I 22-001 zoning as amended, and the Livermore Development Code, which confirms the proposed intensity and type of development are suitable for the site.

3. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Notwithstanding the foregoing, the Commission or Council may approve a tentative map if an Environmental Impact Report was prepared with respect to the project and a statement of overriding considerations was made to the effect that specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the Environmental Impact Report.

   Response: The Project involves the development of an undeveloped site with industrial uses. The Addendum finds that with the original 2024 EIR mitigation measures (protocol surveys, state and federal agency coordination, and avoidance strategies for special status species), any potential impacts to fish or wildlife or their habitat will be reduced to less than significant.

4. The design of the subdivision or the type of improvements will not cause serious public health problems.

   Response: An Addendum has been prepared for the project. The August 2025 Addendum finds that with the 2024 EIR mitigation measures, any potential impacts to public health will be reduced to less than significant. The subdivision does meet all the City standards as designed for traffic and public safety purposes.

5. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. (The Commission or Council may approve a tentative map if it finds that alternative easements for access will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This Subparagraph shall apply only to easements of record or to easements established by judgment of a

court of competent jurisdiction, and no authority is hereby granted to the Commission to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.)

Response: There are no known existing easements on the Project site. The Project proposes an at-grade, paved trail within a dedicated 38.5-foot trail easement along the West Jack London Boulevard frontage, consistent with the City's Active Transportation Plan. The design of the VTTM and the Pacific Fusion Project does not conflict with any existing or proposed public easements.

6. Any proposed phases and their proposed sequence of construction are identified on the submitted tentative map. The City may impose reasonable conditions relating to the filing of multiple final maps in conjunction with the approval of the tentative map (Section 66456.1).

   Response: The VTTM proposes phased development. Phase I includes development of Lot 6 with the Pacific Fusion Project, the dedication of public right of way, widening of Jack London Boulevard in compliance with City Standard Details, and construction of the Class I trail, all along the Lot 6 frontage only. Phase II involves future development of SMP 39 west of the Pacific Fusion project.

BE IT FURTHER RESOLVED, with respect to the Site Plan Design Review (SPDR) 25-005, the Planning Commission of the City of Livermore finds based on the information presented:

1. The proposed development will be allowed within the subject zone.

   Response: PD-I 22-001 is intended to create an environment conducive to light industrial uses including modern professional and administrative offices, research and development facilities, manufacturing operations, and experimental and testing laboratories and related facilities. The Project incorporates all four uses into one facility in compliance with the subject zone.

2. Be designed such that:

   a. The project will not be detrimental to the public health, safety, or general welfare, and not detrimental to adjacent property;

   b. Architectural design and functional plan of the structure(s) and related improvements are of reasonable aesthetic quality and compatible with adjacent developments;

   c. Structure(s) and related improvements are suitable for the proposed use of the property and provide adequate consideration of the existing and contemplated uses of land and orderly development in the general area of the subject site; and

   d. The project's site plan and design is consistent with the City's Design Standards and Guidelines.

Response: An Addendum was prepared for the Project. The August Addendum does not find any significant impacts on the public health, safety, or general welfare to adjacent properties. Based on the review of the development plans for the Project, the site layout, building placement, and building and landscape design comply with the subject zoning and applicable Design Standards and Guidelines for Industrial development. Further, the Project is compatible with adjacent light industrial and civic uses (Airport). The development compliments existing uses of land and is placed in a location that will allow for the future and orderly development in the general area.

3. Be designed to include the following criteria, as applicable:

    a. Compliant with this Chapter, this Development Code, Municipal Code Title 15 (Buildings and Construction), and all other applicable City regulations and policies;

    b. Efficient site layout and design;

    c. Compatible and appropriate scale to neighboring properties and developments;

    d. Efficient and safe public access (both pedestrian and vehicular) and parking;

    e. Appropriate and harmonious arrangement and relationship of proposed structures and signs to one another and to other development in the vicinity, based on good standards of design;

    f. Appropriate relationship to land use and development of adjacent properties, including topographic and other physical characteristics of the land

    g. Proper site utilization and the establishment of a physical and architectural relationship to existing and proposed structures on the site;

    h. Compatible architectural style with the character of the surrounding area, both to avoid repetition of identical design where not desired, and to ensure compatibility in design where desired;

    i. Harmonious relationship with existing and proposed developments and the avoidance of both excessive variety and monotonous repetition;

    j. Compatible in color, material, and composition of the exterior elevations to neighboring visible structures;

    k. Appropriate exterior lighting which provides for public safety and is not of a nature that will constitute a hazard or nuisance to adjacent properties;

    l. Compatible in scale and aesthetic treatment of proposed structures with public areas;

    m. Appropriate open space and use of water efficient landscaping; and

n. Consistent with the General Plan and any applicable Specific Plan.

Response: The Project is designed to be compatible and in scale with the existing surrounding developments. Project specific conditions have been applied to ensure compatibility with existing and future land uses in the vicinity. No adverse effects to abutting or neighboring properties are anticipated. The Project is designed to provide adequate on-site improvements including parking, lighting and landscaping. The Project site is an appropriate location for the type of use proposed and is consistent with the intent and standards of the Planned Development zoning. Based on the design review of the project, as documented in the Planning Commission staff report, the Project meets all the design criteria identified above.

BE IT FURTHER RESOLVED, with respect to the Conditional Use Permit (CUP) 25-002, the Planning Commission of the City of Livermore finds based on the information presented:

1. The proposed use is consistent with the General Plan and any applicable Specific Plan;

   Response: The General Plan designates the project site LII, which envisions light industrial uses including research and development and advanced manufacturing facilities. The land use is implemented through PD-I 22-001, which is intended to provide an environment exclusively for and conducive to the development of modern professional and administrative facilities, research institutions, manufacturing operations, experimental and testing laboratories, and related facilities. The zoning amendments modify the height standards to accommodate interior building clearance for specialized equipment to facilitate these types of uses, consistent with the General Plan Land Use Designation and purpose of the zoning. Further, the zoning amendments also remove 20% limitations on Warehouse and Distribution facilities. The PD-I 22-001 zoning would require approval of warehouse and distribution facilities through a Conditional Use Permit (CUP), consistent with the LII land use. An Addendum to the 2024 SMP 39/40 Environmental Impact Report (Addendum) was prepared for the project including the amendments. The Addendum finds that with mitigation measures there will be no detrimental effects to the public interest, health, safety, convenience, or welfare of the City. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

2. The proposed use is allowed within the subject zone and complies with all other applicable provisions of this Development Code and the Municipal Code;

Response: PD-I 22-001 permits and is intended to create an environment conducive to light industrial uses including modern professional and administrative offices, research and development facilities, manufacturing operations, and experimental and testing laboratories and related facilities. The Project incorporates all four uses into one facility in compliance with the subject zone. The Conditional Use Permit authorizes an increase building height to accommodate interior building clearance for specialized equipment

to facilitate these types of uses and is consistent with the General Plan land use designation and purpose of the zoning.

3. The design, location, size, and operating characteristics of the proposed activity will be compatible with the existing and future land uses in the vicinity;

   Response: The Project is designed to be compatible and in scale with the existing surrounding developments. Project specific conditions have been applied to ensure compatibility with existing and future land uses in the vicinity. No adverse effects to abutting or neighboring properties are anticipated. The project site is an appropriate location for the type of use proposed and is consistent with the intent and standards of the Planned Development zoning.

4. The subject site is:

   a. Physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities; and

   b. Served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate.

   Response: The site is accessible from West Jack London Boulevard. The site is suitable in design, location, and operating characteristics for public and emergency vehicle access and is served by adequate streets to carry the traffic generated by the proposed use.

5. The site's suitability ensures that the type, density, and intensity of use being proposed will not endanger, jeopardize, or otherwise constitute a hazard to the public interest, health, safety, convenience, or welfare, or be materially detrimental to the improvements, persons, property, or uses in the vicinity and zone in which the property is located; and

   Response: The Project is designed to be compatible and in scale with the existing surrounding developments. Project specific conditions have been applied to ensure compatibility with existing and future land uses in the vicinity. No adverse effects to abutting or neighboring properties are anticipated. The project site is an appropriate location for the type of use proposed and is consistent with the intent and standards of the Planned Development zoning. The proposed use will not endanger, jeopardize, or otherwise constitute a hazard to the public interest, health, safety, convenience, or welfare, or be materially detrimental to the improvements, persons, property, or uses in the vicinity and zone in which the property is located.

6. The applicant agrees in writing to comply with any and all of the conditions imposed by the review authority in the approval of the Conditional Use Permit or Zoning Use Permit.

   Response: The Conditions of Approval are necessary to protect the health, safety,

and general welfare of the City in an orderly and efficient manner and in conformity with the intent and purposes set forth in the Development Code and in the General Plan. The applicant has agreed to comply with all of the conditions of approval of the Project.

7. That any other findings prerequisite to approval of a Conditional Use Permit or Zoning Use Permit states elsewhere in the Development Code can be made. (Ord. 1927 § 3 (Exh. C), 2011)

   Response: The findings incorporated above pursuant to the Planned Development Amendment, Vesting Tentative Tract Map Amendment, and Site Plan and Design Review can be made in accordance with the Development Code.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the Record Evidence and adopted a resolution recommending the City Council certify an Addendum to the 2024 Environmental Impact Report.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the findings set forth above and adopts these findings as part of this resolution. Based upon the Planning Commission's independent review of the Record Evidence and considerations, the Planning Commission recommends that the City Council approve Planned Development Amendment (PD) 25-002, Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, and Conditional Use Permit (CUP) 25-002, subject to the Conditions of Approval attached hereto as Exhibit A, for the Pacific Fusion Project.

BE IT FURTHER RESOLVED, the Planning Commission of the City of Livermore recommends that the City Council direct the Planning Manager to file a Notice of Exemption and a Notice of Determination with the Alameda County Clerk, if the project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department, 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Commissioner Anderson, seconded by Vice Chair Kronzak, the foregoing Resolution was passed and adopted at the Planning Commission meeting of August 12, 2025, by the following vote:

AYES: ANDERSON, FINTSCHENKO, HORNER, KRONZAK, STEELE.
NOES: NONE.
ABSENT: NONE.

Yolonda Fintschenko, Chairperson

Steve Riley
by Steve Riley, Planning Manager Secretary
to the Planning Commission

Exhibit A – Conditions of Approval

Exhibit B – Planned Development Amendment

PLANNED DEVELOPMENT
STANDARDS
SMP 39 & SMP 40

Planned Development — Industrial (PD-I) 22-001

Reviewed by Planning Commission: March 5, 2024
Approved by City Council: March 25, 2024
Amended by City Council: September 8, 2024, with PD25-002

Purpose: The purpose of establishing this Planned Development-Industrial (PD-I 22-001) District (District) is to regulate the development of ± 51.9 acres of land located on Jack London Boulevard, west of Oaks Business Park and south of Livermore Municipal Airport (commonly referred to as "SMP 39") and ± 41 acres of land located south of Oaks Business Park, at the south end of Atlantis Street and Challenger Street (commonly referred to as "SMP 40"), as shown in the attached figure (Figure 1). The intent of this District is to accomplish the following:

1. PD-I 22-001 is intended to provide an environment exclusively for and conducive to the development and protection of modern professional and administrative facilities, research institutions, manufacturing operations, experimental and testing laboratory and related uses, any similar employment generating high-end industrial users, all of a non-nuisance type.
2. The District is intended to provide for an aesthetically attractive working environment with park- and/or campus-like grounds, attractive buildings, employee parking, and other amenities appropriate to a mix of office and industrial uses.
3. The District is intended to establish development standards and regulations consistent with the intent of the Low Intensity Industrial General Plan designation.
4. Any land use that utilizes hazardous materials shall be subject to the regulations of Section 6.02.040, Hazardous Materials, of the Livermore Development Code, as it exists now or is amended in the future.
5. Development shall be in conformance with the requirements of the Livermore Development Code as it exists now or is amended in the future, except as modified by the following regulations.
6. Development is subject to the Citywide Design Standards and Guidelines as they exist now or may be amended in the future unless otherwise modified by the following regulations.

A. Principal Permitted Uses:

The following are the principal permitted uses for SMP 39[1] and SMP 40:

1. Research and development facilities
2. Professional and administrative offices

[1] SMP 39 and SMP 40 are located with the Airport Influence Area and the Livermore Airport Protection Area. Per the Alameda County Airport Land Use Compatibility Plan, the majority of SMP 39 is located in Safety Zone 6, with a portion of the site located in Safey Zone 3. The principal permitted land uses are intended to be located in buildings that are only within the portion of SMP 39 that is located in Safety Zone 6.

3. Experimental and testing laboratories
4. Manufacture of electric and electronic circuits, instruments, and devices
5. Manufacture of pharmaceutical products or life science facility, not exceeding Biosafety Level 2[2]
6. Medical diagnostic and manufacturing facilities
7. Manufacturing and assembly of motor vehicle parts, including but not limited to dashboards, parts, component systems, electrical connectors, sensors, panels, airbags, seats, tires, windows etc. for all vehicles and similar equipment (e.g. automobiles, motorcycle, construction equipment, farm equipment, buses).
8. Similar uses as determined by the Community Development Director to be of the same general character as the listed uses.

Additional Permitted Uses for SMP 39 only:

1. Restaurants, except fast food

Additional Permitted Uses for SMP 40 only:

1. Warehousing and distribution facilities, dry or refrigerated
2. Warehousing and distribution facility – E-commerce/Third Party Logistics (3PL)
3. Manufacturing, assembly, processing, storage, or packaging of products from previously prepared materials such as, but not limited to, cloth, plastic, paper, leather, and precious or semi-precious metals or stones, <u>but not including the</u> <u>following</u>:
    A. Operations such as saw and planing mills, any manufacturing uses involving primary production of wood, metal, or chemical products from raw materials, and similar uses
    B. Vehicle dismantling yards, scrap and waste yards
    C. Manufacturing, processing, storing, or packaging chemicals, petroleum, heavy agricultural products or other hazardous materials.
4. Sale of heavy equipment and construction related vehicles and equipment, including associated repair, service, and parts distribution facilities. Showrooms related to this use may be a conditionally permitted ancillary use.
5. Similar uses as determined by the Community Development Director to be of the same general character as the listed uses.

B. Conditional Uses for SMP 39 and 40:

1. Public and quasi-public uses.
2. Manufacture of pharmaceutical products or life science facility, not exceeding Biosafety Level 3[3]
3. Similar uses as determined by the Planning Commission to be of the same general character as the listed uses.

2 Per the Centers for Disease Control and Prevention, Biosafety Level 2 laboratories involve work that poses moderate hazards to laboratory workers and the environment. Biosafety Level 2 laboratories require safety protocols to contain microbes and biological agents

3 Per the Centers for Disease Control and Prevention, laboratories designated Biosafety Level 3 involve work that poses a safety hazard greater than Biosafety Level 2 laboratories, defined above. Biosafety Level 3 laboratories require additional safety protocols beyond those required for Biosafety Level 2 laboratories to contain microbes and biological agents

Conditional Uses for SMP 39 only:

1. Fast-food businesses, banks, personal services, or goods required for the convenience and support of occupants of uses in the surrounding district(s).
2. Warehouse and distribution facilities, including E-commerce/Third Party Logistics (3PL) uses.
3. Sale of heavy equipment and construction related vehicles and equipment, including associated repair, service, and parts distribution facilities, provided they are manufactured and/or sold on-site. Showrooms related to this use may be a conditionally permitted ancillary use.
4. Similar uses as determined by the Planning Commission to be of the same general character as the listed uses.

C. Accessory Uses Permitted on SMP 39 and 40:

1. Signs subject to the requirements established by the Livermore Development Code, as well as the Citywide Design Standards and Guidelines, as it exists now or is amended in the future.
2. Accessory uses and buildings customarily appurtenant to a permitted use.
3. Living quarters determined by the Community Development Director to be necessary for surveillance purposes.
4. Fuel stations subject to the requirements of Section 6.03.160, Vehicle Services, of the Livermore Development Code, as it exists now or is amended in the future.

D. Special Development Requirements for SMP 39 and 40:

1. Uses shall be designed and integrated into the site in a manner that maintains and is complementary to the corporate and professional character of the nearby Oaks Business Park.
2. Outdoor service and storage yards shall be screened from public view consistent with Livermore Development Code Section 6.03.100, Outdoor Storage, as it exists today or is amended in the future.
3. For SMP 40 only: Commercial/Industrial buildings shall be located a distance of at least 500 feet from Isabel Avenue.

E. Site Development Regulations for SMP 39 and 40:

The following minimum requirements shall be observed, except where increased for conditional uses:

1. Lot Area: Twenty thousand square feet
2. Lot Width: One hundred feet
3. Setbacks: Setback requirements are established below. Buildings shall not be permitted within required setbacks.

A. SMP 39

1) Front or Street Side: 40-feet on West Jack London Boulevard, and 30-feet on frontage roads and interior streets, except as required by subsection E.4. All required setbacks adjacent to streets shall be landscaped, except for driveways, sidewalks, and trails that are found to be necessary for the efficient use of the property. Where a building front is visible from the street, a minimum five-foot wide landscaped strip abutting the foundation shall be included, allowing for necessary entrances.

2) Rear and Side: None.

B. SMP 40

1) Front or Street Side: 500-feet from Isabel Avenue, and 30-feet on frontage roads and interior streets, except as required by subsection E.4. All required setbacks adjacent to streets shall be landscaped, except for driveways and sidewalks that are found to be necessary for the efficient use of the property. Where a building front is visible from the street, a minimum five- foot wide landscaped strip abutting the foundation shall be included, allowing for necessary entrances

2) Rear and Side: None, except for a 20-foot setback from the top of the Arroyo Mocho bank on SMP 40 which should be determined from a 2.5:1 slope projection from the toe of channel/mining pit to the top, as required in the Environmental Impact Report for the project.

4. Height Regulations: The height of all on-site structures, including roof-top mechanical equipment, is limited to 45 feet, provided, however, that upon providing a minimum 40-foot setback from street rights- of-way, a Conditional Use Permit may be granted to increase height to a maximum of 110 feet, or the height permitted under FAA regulations – Part 77, whichever is more restrictive to accommodate interior building clearance requirements, specialized equipment, or other design features that supports research and development and/or experimental lab uses consistent with the intent and purpose of this district. The height of pole-and building-mounted lights may be approved up to 28 feet by an administrative site plan and design review, if found necessary for the health and safety of a site designed for truck or other large vehicle maneuvering and documented by a light study to not cause glare off- site.
5. Lot Coverage: The building coverage maximum shall be 45 percent.

F. Signs

1. Industrial Uses. Signs for industrial uses shall be subject to the sign regulations contained in Livermore Development Code section 4.06.230 (sign standards for I- 1, I-2 and I-3) and the Citywide Design Standards Guidelines as it exists now or is amended in the future.
2. Commercial Uses. Signs for commercial uses shall be subject to the sign regulations contained in Livermore Development Code section 4.06.170 (sign standards for CNB) and the Citywide Design Standards Guidelines as it exists now or is amended in the future.

G. Other Required Standards for SMP 39 and 40:

1. Noise. No use shall be permitted which creates an ambient noise level greater than 75 decibels (dBA) beyond the boundaries of the site, nor greater than 60 decibels at the

boundary of a Residential District.

A. On SMP 39, semi-truck access to the site (arrivals and departures) shall be limited to 96 trips between the hours of 10:00 PM and 7:00 AM.

B. On SMP 40, semi-truck access to the site (arrivals and departures) shall be limited to 40 trips between the hours of 10:00 PM and 7:00 AM

C. Between the hours of 10:00 PM and 7:00 AM single-event noise levels (e.g., backup alarm, truck brakes, etc.) shall not exceed 55 dBA, measured at the property line of the nearest residential use.

2. Air Pollution. All uses shall comply with regulations of the San Francisco Bay Area Air Pollution Control District.

3. Vibration, Heat, Glare, Electrical Disturbance. No use shall be permitted which creates noise, odors, vibrations, heat, glare, or electrical disturbances beyond the boundaries of the site. Lighting used to illuminate buildings, structures, uses, or parking and loading areas shall not be directed toward any public right-of-way.

4. Fire, Explosion. All uses shall provide adequate safety devices and adequate firefighting and fire suppression equipment to protect against fire, explosion, and other hazards.

5. Solid and Liquid Wastes. No solid or liquid waste discharges, other than permitted discharges into a public sewage disposal system, shall be permitted. The chemical composition and volume of industrial effluent discharged shall be subject to the wastewater permit requirements established by LMC Title 13, Division II. (Ord. 442 § 14.80).

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING SUBDIVISION (SUB) 25-001, SITE PLAN DESIGN REVIEW (SPDR) 25-005, CONDITIONAL USE PERMIT (CUP) 25-002, FOR THE PACIFIC FUSION PROJECT

On April 24, 2025, the City received an application from Hines Inc., on behalf of Pacific Fusion ("Applicant") for Planned Development Amendment (PD) 25-002, Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, and Conditional Use Permit (CUP) 25-002 to develop an approximately 14-acre portion of a parcel identified by Assessor's Parcel Number (APN) 904-3-1-4, known as SMP 39, located on the south side of West Jack London Boulevard adjacent to the existing Oaks Business Park and approximately 800 feet west of the Discovery Drive/West Jack London Boulevard intersection. The applicant would build a light industrial, research and development and advanced manufacturing facility that would test and demonstrate commercially viable clean energy through fusion power, known as Pacific Fusion ("Project"). The project also includes amendments to the Planned Development zoning to increase allowable height and remove the 20% cap on Warehouse and Distribution Facilities.

On August 12, 2025, the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendation, heard public testimony, made the necessary findings and adopted Planning Commission Resolution No. 28-25, attached hereto as Exhibit A, containing the Planning Commission's actions and/or recommendations thereon.

On September 8, 2025, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that prior to taking action on the Project, and at a properly noticed public hearing, the City Council reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore has considered the Record Evidence and adopted resolutions finding that the project is exempt from the California Environmental Quality Act and adopting an Addendum to the SMP 39/40 Environmental Impact Report.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore has considered the findings made in Planning Commission Resolution No. 28-25, attached hereto as Exhibit A, and the City Council hereby adopts the same findings by this reference and incorporates them as their own findings as part of this resolution. Based

upon the City Council's own independent review of the Record Evidence and considerations, the City Council hereby approves Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, Conditional Use Permit (CUP) 25-002 subject to the Conditions of Approval, attached hereto as Exhibit B, for the Pacific Fusion Project. This approval is contingent upon the adoption of the Ordinance approving Planned Development Amendment (PD) 25-002. Council's approval becomes effective upon the adoption of Ordinance _____ approving Planned Development Amendment (PD) 25-002.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore directs the Planning Manager to file a Notice of Exemption and Notice of Determination with the Alameda County Clerk.

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 September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Christine Crowl
Christine Crowl
Special Counsel

Exhibit A – Planning Commission Resolution No. 28-25
Exhibit B – Conditions of Approval

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE PLANNED DEVELOPMENT AMENDMENT (PD) 25-002, SUBDIVISION (SUB) 25-001, SITE PLAN DESIGN REVIEW (SPDR) 25-005, CONDITIONAL USE PERMIT (CUP) 25-002, FOR THE PACIFIC FUSION PROJECT

On April 24, 2025, the City received an application from Hines Inc., on behalf of Pacific Fusion ("Applicant") for Planned Development Amendment (PD) 25-002, Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, and Conditional Use Permit (CUP) 25-002 to develop an approximately 14-acre portion of a parcel identified by Assessor's Parcel Number (APN) 904-3-1-4, known as SMP 39, located on the south side of West Jack London Boulevard adjacent to the existing Oaks Business Park and approximately 800 feet west of the Discovery Drive/West Jack London Boulevard intersection. The applicant would build a light industrial, research and development and advanced manufacturing facility that would test and demonstrate commercially viable clean energy through fusion power, known as Pacific Fusion ("Project"). The project also includes amendments to the Planned Development zoning to increase allowable height and remove the 20% cap on Warehouse and Distribution Facilities.

On August 12, 2025, the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendations, all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Livermore that prior to taking action on the Project, and at a properly noticed public meeting, the Planning Commission reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The Planning Commission's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, with respect to the Planned Development Amendment (PD) 25-002 attached hereto as Exhibit B, the Planning Commission of the City of Livermore finds based on the information presented:

1. Findings required for all Development Code and Zoning Map Amendments

    a. The proposed amendment is consistent with the General Plan and any applicable Specific Plan; and

    b. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

    Response: The General Plan designates the project site Low Intensity Industrial (LII), which envisions light industrial uses including research and development and advanced manufacturing facilities. The land use is implemented through PD-I 22-001, which is intended to provide an environment exclusively for and conducive to the development of modern professional and administrative facilities, research

institutions, manufacturing operations, experimental and testing laboratories, and related facilities. The zoning amendments modify the height standards to accommodate interior building clearance for specialized equipment to facilitate these types of uses, consistent with the General Plan Land Use Designation and purpose of the zoning. Further, the zoning amendments also remove 20% limitations on Warehouse and Distribution facilities. The Planned Development (PD-I 22-001) zoning would require approval of warehouse and distribution facilities through a Conditional Use Permit (CUP), consistent with the LII land use. An Addendum to the 2024 SMP 39/40 Environmental Impact Report (Addendum) was prepared for the project including the amendments. The Addendum finds that with applying the 2024 EIR mitigation measures there will be no detrimental effects to the public interest, health, safety, convenience, or welfare of the City. The proposed amendment is internally consistent with other applicable provisions of the Development Code.

The PD-I 22-001 zoning permits modern professional and administrative offices, research and development facilities, manufacturing operations, and experimental and testing laboratories and related facilities. The Project incorporates all four uses into one facility. The zoning amendments modify the height standards to accommodate interior building clearance for specialized equipment to facilitate research and development uses consistent with the zone. Further, PD-I 22-001 permit Warehouse and Distribution facilities within 20% of the PD-I zoning district through issuance of a CUP. The proposed zoning amendment would remove the 20% limitation and is still consistent with the General Plan LII which permits manufacturing, office, R&D.

2. Additional finding for Zoning Map Amendments. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

   Response: The PD-I 22-001 zone remains the same, and the Zoning Map is not being amended. The zoning amendments would modify conditionally permitted uses and height standards to facilitate research and development and advanced manufacturing uses by responding to market needs consistent with the General Plan land use and the purpose of the District.

BE IT FURTHER RESOLVED, with respect to the Vesting Tentative Tract Map Amendment (SUB) 25-001, the Planning Commission of the City of Livermore finds based on the information presented:

1. The proposed map is consistent with the General Plan and any applicable specific plan, any policy or guideline implementing the General Plan (including the City's Design

Standards and Guidelines), or other applicable provisions of this Development Code.

Response:

The General Plan designates the project site LII, which envisions light industrial uses including research and development and advanced manufacturing facilities. The land use is implemented through PD-I 22-001, which establishes minimum lot sizes and widths. The Vesting Tentative Tract Map Amendment (VTTM) conforms to the General Plan to create lots of appropriate size to facilitate land uses and provides all the necessary public improvements and complies with the minimum lot size and dimension standards set forth in the zone and applicable provision of the Development Code.

2. The site is physically suitable for the proposed type of development.

   Response: The project site is flat, undeveloped, and served by existing public utilities. The development of approximately 225,000 square feet of industrial development is consistent with the LII General Plan land use, PD-I 22-001 zoning as amended, and the Livermore Development Code, which confirms the proposed intensity and type of development are suitable for the site.

3. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Notwithstanding the foregoing, the Commission or Council may approve a tentative map if an Environmental Impact Report was prepared with respect to the project and a statement of overriding considerations was made to the effect that specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the Environmental Impact Report.

   Response: The Project involves the development of an undeveloped site with industrial uses. The Addendum finds that with the original 2024 EIR mitigation measures (protocol surveys, state and federal agency coordination, and avoidance strategies for special status species), any potential impacts to fish or wildlife or their habitat will be reduced to less than significant.

4. The design of the subdivision or the type of improvements will not cause serious public health problems.

   Response: An Addendum has been prepared for the project. The August 2025 Addendum finds that with the 2024 EIR mitigation measures, any potential impacts to public health will be reduced to less than significant. The subdivision does meet all the City standards as designed for traffic and public safety purposes.

5. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. (The Commission or Council may approve a tentative map if it finds that alternative easements for access will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This Subparagraph shall apply only to easements of record or to easements established by judgment of a

court of competent jurisdiction, and no authority is hereby granted to the Commission to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.)

Response: There are no known existing easements on the Project site. The Project proposes an at-grade, paved trail within a dedicated 38.5-foot trail easement along the West Jack London Boulevard frontage, consistent with the City's Active Transportation Plan. The design of the VTTM and the Pacific Fusion Project does not conflict with any existing or proposed public easements.

6. Any proposed phases and their proposed sequence of construction are identified on the submitted tentative map. The City may impose reasonable conditions relating to the filing of multiple final maps in conjunction with the approval of the tentative map (Section 66456.1).

   Response: The VTTM proposes phased development. Phase I includes development of Lot 6 with the Pacific Fusion Project, the dedication of public right of way, widening of Jack London Boulevard in compliance with City Standard Details, and construction of the Class I trail, all along the Lot 6 frontage only. Phase II involves future development of SMP 39 west of the Pacific Fusion project.

BE IT FURTHER RESOLVED, with respect to the Site Plan Design Review (SPDR) 25-005, the Planning Commission of the City of Livermore finds based on the information presented:

1. The proposed development will be allowed within the subject zone.

   Response: PD-I 22-001 is intended to create an environment conducive to light industrial uses including modern professional and administrative offices, research and development facilities, manufacturing operations, and experimental and testing laboratories and related facilities. The Project incorporates all four uses into one facility in compliance with the subject zone.

2. Be designed such that:

   a. The project will not be detrimental to the public health, safety, or general welfare, and not detrimental to adjacent property;

   b. Architectural design and functional plan of the structure(s) and related improvements are of reasonable aesthetic quality and compatible with adjacent developments;

   c. Structure(s) and related improvements are suitable for the proposed use of the property and provide adequate consideration of the existing and contemplated uses of land and orderly development in the general area of the subject site; and

   d. The project's site plan and design is consistent with the City's Design Standards and Guidelines.

Response: An Addendum was prepared for the Project. The August Addendum does not find any significant impacts on the public health, safety, or general welfare to adjacent properties. Based on the review of the development plans for the Project, the site layout, building placement, and building and landscape design comply with the subject zoning and applicable Design Standards and Guidelines for Industrial development. Further, the Project is compatible with adjacent light industrial and civic uses (Airport). The development compliments existing uses of land and is placed in a location that will allow for the future and orderly development in the general area.

3. Be designed to include the following criteria, as applicable:

    a. Compliant with this Chapter, this Development Code, Municipal Code Title 15 (Buildings and Construction), and all other applicable City regulations and policies;

    b. Efficient site layout and design;

    c. Compatible and appropriate scale to neighboring properties and developments;

    d. Efficient and safe public access (both pedestrian and vehicular) and parking;

    e. Appropriate and harmonious arrangement and relationship of proposed structures and signs to one another and to other development in the vicinity, based on good standards of design;

    f. Appropriate relationship to land use and development of adjacent properties, including topographic and other physical characteristics of the land

    g. Proper site utilization and the establishment of a physical and architectural relationship to existing and proposed structures on the site;

    h. Compatible architectural style with the character of the surrounding area, both to avoid repetition of identical design where not desired, and to ensure compatibility in design where desired;

    i. Harmonious relationship with existing and proposed developments and the avoidance of both excessive variety and monotonous repetition;

    j. Compatible in color, material, and composition of the exterior elevations to neighboring visible structures;

    k. Appropriate exterior lighting which provides for public safety and is not of a nature that will constitute a hazard or nuisance to adjacent properties;

    l. Compatible in scale and aesthetic treatment of proposed structures with public areas;

    m. Appropriate open space and use of water efficient landscaping; and

n. Consistent with the General Plan and any applicable Specific Plan.

Response: The Project is designed to be compatible and in scale with the existing surrounding developments. Project specific conditions have been applied to ensure compatibility with existing and future land uses in the vicinity. No adverse effects to abutting or neighboring properties are anticipated. The Project is designed to provide adequate on-site improvements including parking, lighting and landscaping. The Project site is an appropriate location for the type of use proposed and is consistent with the intent and standards of the Planned Development zoning. Based on the design review of the project, as documented in the Planning Commission staff report, the Project meets all the design criteria identified above.

BE IT FURTHER RESOLVED, with respect to the Conditional Use Permit (CUP) 25-002, the Planning Commission of the City of Livermore finds based on the information presented:

1. The proposed use is consistent with the General Plan and any applicable Specific Plan;

   Response: The General Plan designates the project site LII, which envisions light industrial uses including research and development and advanced manufacturing facilities. The land use is implemented through PD-I 22-001, which is intended to provide an environment exclusively for and conducive to the development of modern professional and administrative facilities, research institutions, manufacturing operations, experimental and testing laboratories, and related facilities. The zoning amendments modify the height standards to accommodate interior building clearance for specialized equipment to facilitate these types of uses, consistent with the General Plan Land Use Designation and purpose of the zoning. Further, the zoning amendments also remove 20% limitations on Warehouse and Distribution facilities. The PD-I 22-001 zoning would require approval of warehouse and distribution facilities through a Conditional Use Permit (CUP), consistent with the LII land use. An Addendum to the 2024 SMP 39/40 Environmental Impact Report (Addendum) was prepared for the project including the amendments. The Addendum finds that with mitigation measures there will be no detrimental effects to the public interest, health, safety, convenience, or welfare of the City. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

2. The proposed use is allowed within the subject zone and complies with all other applicable provisions of this Development Code and the Municipal Code;

Response: PD-I 22-001 permits and is intended to create an environment conducive to light industrial uses including modern professional and administrative offices, research and development facilities, manufacturing operations, and experimental and testing laboratories and related facilities. The Project incorporates all four uses into one facility in compliance with the subject zone. The Conditional Use Permit authorizes an increase building height to accommodate interior building clearance for specialized equipment

to facilitate these types of uses and is consistent with the General Plan land use designation and purpose of the zoning.

3. The design, location, size, and operating characteristics of the proposed activity will be compatible with the existing and future land uses in the vicinity;

   Response: The Project is designed to be compatible and in scale with the existing surrounding developments. Project specific conditions have been applied to ensure compatibility with existing and future land uses in the vicinity. No adverse effects to abutting or neighboring properties are anticipated. The project site is an appropriate location for the type of use proposed and is consistent with the intent and standards of the Planned Development zoning.

4. The subject site is:

   a. Physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities; and

   b. Served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate.

   Response: The site is accessible from West Jack London Boulevard. The site is suitable in design, location, and operating characteristics for public and emergency vehicle access and is served by adequate streets to carry the traffic generated by the proposed use.

5. The site's suitability ensures that the type, density, and intensity of use being proposed will not endanger, jeopardize, or otherwise constitute a hazard to the public interest, health, safety, convenience, or welfare, or be materially detrimental to the improvements, persons, property, or uses in the vicinity and zone in which the property is located; and

   Response: The Project is designed to be compatible and in scale with the existing surrounding developments. Project specific conditions have been applied to ensure compatibility with existing and future land uses in the vicinity. No adverse effects to abutting or neighboring properties are anticipated. The project site is an appropriate location for the type of use proposed and is consistent with the intent and standards of the Planned Development zoning. The proposed use will not endanger, jeopardize, or otherwise constitute a hazard to the public interest, health, safety, convenience, or welfare, or be materially detrimental to the improvements, persons, property, or uses in the vicinity and zone in which the property is located.

6. The applicant agrees in writing to comply with any and all of the conditions imposed by the review authority in the approval of the Conditional Use Permit or Zoning Use Permit.

   Response: The Conditions of Approval are necessary to protect the health, safety,

and general welfare of the City in an orderly and efficient manner and in conformity with the intent and purposes set forth in the Development Code and in the General Plan. The applicant has agreed to comply with all of the conditions of approval of the Project.

7. That any other findings prerequisite to approval of a Conditional Use Permit or Zoning Use Permit states elsewhere in the Development Code can be made. (Ord. 1927 § 3 (Exh. C), 2011)

   Response: The findings incorporated above pursuant to the Planned Development Amendment, Vesting Tentative Tract Map Amendment, and Site Plan and Design Review can be made in accordance with the Development Code.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the Record Evidence and adopted a resolution recommending the City Council certify an Addendum to the 2024 Environmental Impact Report.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the findings set forth above and adopts these findings as part of this resolution. Based upon the Planning Commission's independent review of the Record Evidence and considerations, the Planning Commission recommends that the City Council approve Planned Development Amendment (PD) 25-002, Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, and Conditional Use Permit (CUP) 25-002, subject to the Conditions of Approval attached hereto as Exhibit A, for the Pacific Fusion Project.

BE IT FURTHER RESOLVED, the Planning Commission of the City of Livermore recommends that the City Council direct the Planning Manager to file a Notice of Exemption and a Notice of Determination with the Alameda County Clerk, if the project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department, 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Commissioner Anderson, seconded by Vice Chair Kronzak, the foregoing Resolution was passed and adopted at the Planning Commission meeting of August 12, 2025, by the following vote:

AYES: ANDERSON, FINTSCHENKO, HORNER, KRONZAK, STEELE.
NOES: NONE.
ABSENT: NONE.

Yolonda Fintschenko, Chairperson

Steve Riley
by Steve Riley, Planning Manager Secretary
to the Planning Commission

Exhibit A – Conditions of Approval

Exhibit B – Planned Development Amendment

CONDITIONS OF APPROVAL

Pacific Fusion Project

Subdivision (SUB) 25-001 - Tentative Tract Map Amendment 8656, Site Plan Design Review (SPDR) 25-005, Conditional Use Permit (CUP) 25-002,

To authorize development of a new, approximately 225,500 square-foot light industrial building and research and development facility on an approximately 14-acre vacant parcel south of West Jack London Boulevard. The project would include site improvements such as driveway access from West Jack London Boulevard, on-site landscaping and a surface parking lot. The facility would test and demonstrate commercially viable clean energy through fusion power. The project proposes modifications to allowable building heights for portions of the facility to accommodate specialized testing equipment. The project would also include public improvements such as the widening of Jack London Boulevard, with median, landscape, lighting, and curb, gutter, and Class I Trail along the project frontage, and new signalized access into the site.

Location: Approximately 14-acre portion of a parcel on the south side of West Jack London Boulevard adjacent to the existing Oaks Business Park and approximately 800 feet west of the Discovery Drive/West Jack London Boulevard intersection.

APN: 904-3-1-4

Recommended for Approval by Planning Commission: August 12, 2025

Approved by City Council: September 8, 2025

A. PROJECT AUTHORIZATION

1. This project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

2. Approval is limited to the conformance of the land use and the Development Code requirements. Use of the property shall be limited to those allowed by the Planned Development (PD) 25-002 zoning and in substantial conformance with submitted development plans as conditioned herein. Use of the property shall be limited to those uses permitted and with a use permit, conditionally permitted, by the applicable Planned Development zoning as it exists now or may be amended in the future and the Development Code in effect on the effective date of Development Agreement (DA)21-001.

3. Vesting Tentative Tract Map Amendment 8656 and associated entitlements shall expire unless a Final Map is filed by September 8, 2027, or as long as specified in DA 21-001, as may be amended, or a request for extension is received and approved by the City.

B. GENERAL CONDITIONS OF APPROVAL

1. Development shall substantially conform to the plans designated by the City as Approved Final Plans. Approved Final Plans shall include but are not limited to subdivision, landscape, and architectural plans reviewed and approved by the Planning Commission and City Council and amended by the applicant to reflect any changes indicated below in the Project Specific Conditions or required by the City in the approval process.

2. The Developer shall pay the processing and development impact fees applicable City-wide that are in effect at the time the fees are paid. Payment for said fees shall be made prior to issuance of any building permits.

3. The Community Development Director may approve minor amendments to the permit, provided that the permit is still in substantial conformance with the original approval.

4. Approval of the Site Plan Design Review, Tentative Tract Map Amendment and Conditional Use Permit entitlements is not an authorization to commence construction. Building construction, alterations, repairs, sign erection, or occupancy shall not be permitted without prior approval of the Building Division through issuance of any required permits.

5. To the extent permitted by law, the project applicant shall defend, indemnify and hold harmless the City, its City Council, its officers, boards, commissions, employees and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including (without limitation) reimbursing the City its attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

C. PROJECT SPECIFIC CONDITIONS

1. The applicant shall respond in writing to all conditions contained in this document and its attachments. Responses shall describe how the condition has been met and shall, where applicable, direct the plan checker to the page and/or drawing detail that demonstrates compliance with the condition. A copy of these responses shall be provided with each set of improvement and revised plans.

2. The Conditional Use Permit approval of 110' in height shall only be applicable to project with Pacific Fusion Inc. (or an entity formed or controlled by Pacific Fusion Inc.) as the initial tenant of the new building. Pacific Fusion tests and demonstrates commercially viable clean energy through fusion power.

Prior to approval of a Final Map, the applicant shall demonstrate conformance to the following conditions to the satisfaction of the Planning Division:

3. The development of this project shall conform to the standards of the PD 25-002 zone and all applicable sections of the Livermore Development Code in effect on the effective date of the Development Agreement.

4. The applicant shall comply with all applicable Mitigation Measures applicable to SMP 39 as required by the SMP 39/40 Environmental Impact Report Mitigation Monitoring and Reporting Program, attached hereto as Attachment 1 as determined by the Community Development Director.

5. The applicant shall obtain all necessary Regional, State, and Federal regulatory permits.

6. The applicant shall record the deed notification provided in the Livermore Executive Airport - Airport Land Use Compatibility Plan, Chapter 3.3.4.6, on the property for which this discretionary development permit is issued, as follows:

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

7. Consistent with the PD 25-002 zoning, no use shall be permitted which creates an ambient noise level greater than 75 decibels (dBA) beyond the boundaries of the site, nor greater than 60 decibels at the boundary of a Residential District.

8. Consistent with the PD 25-002 zoning, on SMP 39, semi-truck access to the site (arrivals and departures) shall be limited to 96 trips between the hours of 10:00 PM and 7:00 AM.

9. Consistent with the PD 25-002 zoning, between the hours of 10:00 PM and 7:00 AM single-event noise levels (e.g., backup alarm, truck brakes, etc.) shall not exceed 55 dBA, measured at the property line of the nearest residential use.

10. The plans shall show how exterior backflow preventers are screened from public view with landscape or by other appropriate means, as approved by the Community Development Department Director.

11. The plans shall include a photometric plan to verify adequate site lighting and shielding without adverse impact on surrounding streets, properties, and the Airport. The plan shall include a height detail of the proposed pole lights. The pole lights shall not exceed 18 feet in height.

Prior to Building Permit issuance, the applicant shall demonstrate conformance to the following conditions to the satisfaction of the Planning Division:

12. All rooftop mechanical equipment shall be designed to be fully screened from public view by roof parapet or architecturally integrated roof screen. Construction drawings shall include section drawings and roof plans demonstrating conformance with this requirement. To the extent practical, all ground-mounted mechanical equipment shall be located on roof areas. Ground mounted equipment to remain shall be fully screened from public view, as approved by the Community Development Department Director.

13. During project construction, the applicant shall implement the Bay Area Air District (BAAD) Basic Construction Mitigation Measures, listed in the BAAD CEQA Guidelines, whether or not construction-related emissions exceed applicable Thresholds of Significance.

14. During project construction, the applicant shall include implementation of BAAD's enhanced best management practices to control fugitive dust emissions.

15. Require that construction and structure demolition/modification activities be conducted outside of bird nesting season (February 1 to August 31) to the extent feasible. Construction activities may be permitted to occur within bird nesting season if a qualified biologist conducts a pre-construction survey, as described in the SMP 39/40 Environmental Impact Report Mitigation Monitoring and Reporting Program, attached hereto as Attachment 1.

16. The project applicant shall be required to comply with the Transportation Demand Management (TDM) Program for SMP 39 and SMP 40 as approved in September 2024, attached hereto as Attachment 2. The applicant may refine the 2024 TDM Plan to more specifically address the SMP 39 site, so long as the measures included provide for at least an equivalent level of VMT reduction.

17. All trees adjacent to public infrastructure shall use control features like root barriers and engineered soils to prevent infrastructure damage, as approved by the Community Development Department Director.

18. The applicant shall satisfy the Public Art requirement pursuant to the Livermore Municipal Code (LMC Chapter 12.51). Public Art shall be approved by Arts Commission prior to Building Permit Issuance and installed prior to certificate of occupancy.

19. The project applicant and/or contractor shall treat any human remains encountered during ground-disturbing activities in accordance with California Health and Safety Code Section 7050.5.

20. All newly constructed buildings shall be all-electric buildings consistent with Chapter 15.26.280 of the Livermore Municipal Code in effect on the effective date of the

Development Agreement.

D. ENGINEERING DIVISION – DEVELOPMENT

1. Development shall conform to the Engineering Considerations, dated July 24, 2025, attached hereto as Attachment 4.

E. BUILDING DIVISION

1. At the time of building permit submittal, the project shall comply with the current version of the California Building Code.

2. At the time of building permit submittal, a complete soils evaluation/report is required.

3. Prior to building permit issuance, please revise the plans to include an accessible path and entry door for the proposed trash enclosure.

4. Prior to building permit submittal, please note on the plans all new equipment that will need to be certified on site by a third-party listing agency, as the project will likely include new custom equipment that will need to be certified on site by a listing agency. The equipment submittal package can be a deferred submittal.

5. Prior to building permit issuance, ensure the construction type listed on structural or architectural plans is consistent with the requirements of the California Building Code in effect at the time of building permit submission. The construction type listed on the plans submitted for entitlement does not appear to meet Building Code requirements and may need to be revised.

F. LIVERMORE MUNICIPAL AIRPORT

1. Prior to building permit issuance, please demonstrate that all exterior lights are downturned and shrouded.

    a. Prior to Final Map approval, an avigation easement shall be placed on the Project Site protecting right of flight and the airspace. The avigation easement shall:

        i. Identify the potential hazard associated with the proposed project and its location within protected airspace;

        ii. Identify the airport owner’s right to clear or maintain the airspace from potential hazards;

        iii. Identify the right to mark potential obstructions and notify aviators of such hazards; and

        iv. Provide the right to pass within the identified airspace.

b. A separate overflight easement is not required for properties for which an avigation easement is required.

c. An example of an avigation easement is provided in Attachment 3, Livermore Municipal Airport Land Use Compatibility Plan – Appendix E, Sample Implementation Documents.

2. Prior to building permit issuance, the applicant must submit the development building heights to the FAA OEAAA System under form 7460-1 for an airspace evaluation and any construction crane operation. The applicant must adhere to any FAA response or change. This process may take up to 45 days.

3. Prior to building permit issuance, please demonstrate on the plans the maximum height of the building, including any appurtenances, does not exceed FAA Part 77 surfaces. Please include an exhibit showing the Part 77 surface and the building height in comparison.

4. Prior to building permit issuance, please demonstrate on the plans, to the maximum allowable under the city code, how the building is sound insulated in the interior, due to the building's proximity to the airport flight pattern.

5. Prior to building permit issuance, the applicant must provide a dust control plan demonstrating measures to prevent dust plumes from impacting navigable airspace.

6. Prior to building permit issuance, the applicant must file a FAA OEAAA Form 7460-1 Notice of Proposed Construction and note any and all crane operations in the area and advise airport staff of crane operations duration. Cranes should have an orange and white checkered flag placed at their highest point and additionally a red obstruction light for any crane exceeding 100 ft in height that will be present at night.

G. FIRE DEPARTMENT

The Fire Prevention Bureau reviews building/civil drawings for conceptual on-site fire mains and fire hydrant locations only. Plan check comments and approval DO NOT include: 1.) Installation of the on-site fire mains and fire hydrants. Specific installation drawings submitted by the licensed underground fire protection contractor shall be submitted to the Fire Prevention Bureau for approval; and 2.) Backflow prevention or connections to the public water mains.

1. Trees within the Fire Arial Apparatus Access Route shall be limited to and maintained at 20 ft maximum in height.

2. Prior to recordation of Final Map, Applicant shall provide details on Subdivision Improvement Plans demonstrating unobstructed access to Fire Arial Apparatus Access Routes.

3. Prior to issuance of building permit, the applicant shall prepare an exhibit demonstrating secondary containment systems in compliance with the CA Fire Code section 5703.4.

4. Prior to issuance of building permit, the applicant shall prepare a memo from a certified Fire/Hazardous Materials specialist explaining how the new facility will comply with all applicable health and safety codes and standards.

5. Prior to issuance of a certificate of occupancy, the applicant shall obtain all necessary state licenses and materials.

6. Prior to issuance of building permit, the applicant shall prepare a Spill Prevention Control and Countermeasure (SPCC) plan in accordance with U.S. Code of Federal Regulations, Title 40, Part 112 (40CFR112).

7. FIRE HAZARDS: The project developer shall keep the site free of fire hazards from the start of lumber construction until the final inspection.

8. FIRE CODE: All construction shall conform to the requirements of the 2022 Livermore Fire Code and local ordinances in effect on the effective date of the Development Agreement. All required permits shall be obtained prior to work commencement.

9. SITE SAFETY: Site safety during construction shall be in accordance with Fire Code chapter 33.

10. FIRE SPRINKLERS: Automatic fire sprinklers shall be installed in all occupancies in accordance with the 2022 Livermore Building, Fire and Residential Codes with local amendments and ordinances.

11. EMERGENCY RESPONDER RADIO: Emergency responder radio coverage shall be provided in accordance with section 510 of the Fire Code.

12. FIRE PROTECTION FACILITIES: Prior to any construction framing, the applicant shall provide adequate fire protection facilities, including, but not limited to a water supply and water flow in conformance to the City's Fire Department Standards able to suppress a major fire.

13. WATER FLOW AND CONTROL VALVES: All fire sprinkler system water flow and control valves shall be complete and serviceable prior to final inspection. Prior to the occupancy of a building having a fire alarm system, the Fire Department shall test and witness the operation of the fire alarm system.

14. ELECTRICAL CONDUIT: Electrical conduit shall be provided to each fire protection system control valve including all valve(s) at the water connections. The Livermore-Pleasanton Fire Department requires electronic supervision of all valves for automatic sprinkler systems and fire protection systems.

15. LISTED: All commercial, industrial, and multi-family residential occupancies shall have valve tamper and water flow connected to a listed Central Station Service in accordance with NFPA 72. Fire Department plan check includes specifications, monitoring, installation, and alarm company certificates. Fire alarm control panel and remote annunciation shall be at location(s) approved by the Fire Prevention Bureau. All systems shall be point identified by individual device and annunciated by device type and point.

16. HAZARDOUS MATERIALS DECLARATION: A Hazardous Materials Declaration shall be provided for this tenant and/or use. The form shall be signed by the owner/manager of company occupying the suite/space/building. No building permit shall be issued until the Hazardous Materials Declaration is provided. The form is available from the Livermore-Pleasanton Fire Department, Fire Prevention Bureau.

17. HAZARDOUS MATERIALS: Should any operation or business activity involve the use, storage or handling of hazardous materials, the firm shall be responsible for contacting the Livermore-Pleasanton Fire Department prior to commencing operations. Please contact the Hazardous Materials Coordinator at 925/454-2361.

18. FIRE HYDRANTS: Fire hydrants shall be installed at spacing not greater than 300 feet in industrial and commercial developments. Fire hydrants shall be installed at spacing not greater than 400 feet in residential developments.

19. FIRE LANE MARKING: On-site access ways, turn arounds, and internal drives shall be designated as fire lanes and identified as such by red curb striping and posted with signs at locations approve by the Fire Department. Signs shall be according to State standards and read “No Parking – Fire Lane” and must be shown on the plans. The red curb striping, sign location(s), and sign language shall be included in the building permit submittal for review and approval by the Livermore-Pleasanton Fire Department prior to building permit issuance.

    The following schedule for NO PARKING signs shall apply:

Width	Requirements
36 feet or greater	No requirements
Between 28 and 36 feet	Post one side
Between 20 and 28 feet	Post both sides
Less than 20 feet	Not permitted
Cul-de-Sac	Not permitted

20. EMERGENCY VEHICLE ACCESS ROADS: Access roads shall have 13 feet, 6 inches unobstructed vertical clearance, 20 feet of unobstructed width (26 feet where occupied building floors exceed 30 feet height), and inside turning radius of 31 feet and outside turning radius of 51 feet. Unobstructed shall mean a clear travel way, excluding parking width, and designed for an emergency vehicle weight of 70,000 pounds under all weather conditions. Unobstructed width shall not include the width of rolled curbs, sidewalks, or non-drivable surfaces. All exterior portions of buildings must be within 200 feet of an access road. Yard and parking area may be able to be located farther than 200 feet from access roads, depending on the specific use.

21. FIRE VEHICLE TURNAROUNDS: Where Fire Department vehicle access through or around a site involves changes in direction or curves, inside radius of 45 feet and outside radius of 55 feet shall be provided to facilitate fire truck turning radius for entry and exit from the site. Dead-end access ways and internal drives shall not exceed 300 feet in length and shall terminate in cul-de-sacs no less than 96 feet in diameter or hammer-head (tee). Standards and options are available through the Livermore-Pleasanton Fire Department, Fire Prevention Bureau.

22. PREMISES IDENTIFICATION: Address numbers shall be installed on the front or primary entrance for all buildings. Minimum building address character size shall be 12-inch high by 1-inch stroke. In all cases address numerals shall be of contrasting background and clearly visible in accordance with the Livermore-Pleasanton Fire Department Premises Identification Standards. This may warrant field verification and adjustments based upon topography, landscaping or other obstructions.

23. COMMERCIAL – NEW CONSTRUCTION: The following items shall be provided prior to any construction above the foundation or slab.

    a. Emergency vehicle access shall be provided to the site, including areas where construction is occurring. If Public Works Improvements are part of the project to access the site, an emergency vehicle access plan shall be submitted for review and approval to the Fire Department.

    b. If permanent access or site paving is not provided, the carrying capacity of the emergency vehicle access shall be 70,000 pounds under all weather conditions.

    c. Site staging area(s) shall be provided for materials and equipment. All staging areas shall be outside of the emergency vehicle access route shown on the approved plans.

    d. Where on-site fire hydrant(s) are required, they shall be installed, flushed and all valves open prior to any construction above the foundation or slab. This includes concrete tilt-up and masonry buildings.

e. On-site fire hydrant(s) shall not be obstructed and shall be sufficiently above grade to have all hydrant valves and outlets accessible for emergency use.

f. Where a project is phased as part of the development, specific access, water supply and fire hydrant installations will be required as part of each phase. As needed a phasing plan with these improvements will be required.

g. Where on-site grading/utility plans are submitted for review and approval prior to building construction drawings, emergency vehicle access routes, fire hydrant locations, material staging areas, etc. shall be provided.

24. FINAL INSPECTION: Prior to request for final inspection, all access roads, on-site access and fire hydrants shall be provided. All fire hydrants shall be accepted, inspected and tested to applicable City Standards.

H. WATER RESOURCES

1. Prior to Final Map approval, please provide an estimate of how much potable water the project will require and if it will be used in any industrial processes.

2. At the time of Final Map submittal, the project must follow all applicable federal, state, and local regulations.

3. Prior to Improvement Plan approval, applicant shall demonstrate the project's use of recycled water for irrigation purposes, as approved by the City Engineer. All onsite irrigation shall use recycled water.

4. Prior to Improvement Plan Approval, applicant shall demonstrate the use of backflow prevention devices for all potable water services, as approved by the Water Resources Division Manager.

5. Prior to Improvement Plan Approval, applicant shall demonstrate the use and ongoing maintenance of trash capture devices for the site's parking lot area

I. POLICE DEPARTMENT

1. The project shall be required to conform to the provisions of the security section of the Livermore Municipal Code.

Attachments:

1. SMP 39/SMP 40 Environmental Impact Report Mitigation Monitoring and Reporting Program

2. SMP 39/40 Transportation Demand Management (TDM) Program

3. Livermore Municipal Airport Land Use Compatibility Plan – Appendix E, Sample Implementation Documents

4. Engineering Considerations dated July 24, 2025

MITIGATION MONITORING AND REPORTING PROGRAM SMP 39/SMP 40 Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
4.2 Air Quality and Greenhouse Gas Emissions					
4.2-1	Conflict with or obstruct implementation of the applicable air quality plan during project construction.	*4.2-1(a)* *Prior to approval of any Improvement Plans, the project applicant shall provide proof of compliance with the following to the satisfaction of the City of Livermore Community Development Department:* *The project applicant shall show on the plans via notation that the contractor shall ensure that the heavy-duty off-road vehicles (50 horsepower or more) to be used in the construction of all project components (i.e., construction of SMP 39, SMP 40, and the chosen off-site trail connection option), including owned, leased, and subcontractor vehicles, shall be a combination of engine Tier 3 or Tier 4 off-road construction equipment, or hybrid, electric, or alternatively fueled equipment (or any combination of the above), sufficient to achieve a fleet-wide average reduction in construction-related ROG and NOX emissions to below the applicable BAAQMD thresholds of significance (54 lbs/day). For instance, the emissions presented in Table 4.2-8 were achieved by requiring all equipment used during construction to be engine Tier 4 final.*	City of Livermore Community Development Department	Prior to approval of any Improvement Plans	

MITIGATION MONITORING AND REPORTING PROGRAM SMP 39/SMP 40 Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		In addition, all off-road equipment operating at the construction site must be maintained in proper working condition according to manufacturer's specifications. Idling shall be limited to five minutes or less in accordance with the In-Use Off-Road Diesel Vehicle Regulation as required by CARB. Clear signage regarding idling restrictions shall be placed at the entrances to the construction site. *Portable equipment over 50 horsepower must have either a valid BAAQMD Permit to Operate (PTO) or a valid statewide Portable Equipment Registration Program (PERP) placard and sticker issued by CARB.* *Conformance with the foregoing requirements shall be included as notes and be confirmed through review and approval of grading plans by the City of Livermore Community Development Department.*			
		4.2-1(b) *The project applicant shall show on Improvement Plans via notation that the project contractor shall restrict the building construction and architectural coating phases of construction for SMP 39 from occurring simultaneously with the building construction and architectural coating phases of construction for SMP 40.*	City of Livermore Community Development Department	Prior to approval of any Improvement Plans	

MITIGATION MONITORING AND REPORTING PROGRAM SMP 39/SMP 40 Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		Conformance with this requirement shall be confirmed through review and approval of plans by the City of Livermore Community Development Department.			
4.2-2	Conflict with or obstruct implementation of the applicable air quality plan during project operation.	*4.2-2 Prior to approval of any Improvement Plans, the project applicant shall provide proof of compliance with the following to the satisfaction of the City of Livermore Community Development Department:* • *The project applicant shall show on the Improvement Plans via notation that all off-road equipment (i.e., forklifts) to be used during operations of the proposed project shall be a combination of propane and electric, sufficient to achieve a fleet-wide average reduction in operational-related NOX emissions to below the applicable BAAQMD threshold of significance (54 lbs/day). For instance, the emissions presented in Table 4.2-10 were achieved by requiring that 27 percent of the forklifts used during operations on both SMP 39 and SMP 40 are electric.*	City of Livermore Community Development Department	Prior to approval of any Improvement Plans	
4.3 Biological Resources					
4.3-2	Have a substantial adverse effect, either directly or through habitat modifications, on special-status wildlife species.	*Western Burrowing Owl* *4.3-2(a) If project construction begins during the western burrowing owl nesting season (February 1 to August 31), a qualified biologist shall conduct targeted burrowing owl nest surveys within 14 days prior to*	City of Livermore Community Development Department	Within 14 days prior to construction activities if project construction begins during the western	

MITIGATION MONITORING AND REPORTING PROGRAM SMP 39/SMP 40 Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		construction activities using seven- to 20-foot transects. A separate preconstruction survey shall be conducted for SMP 39 and SMP 40 (including the off-site trail connection area) if the components of the project are not constructed concurrently. The survey shall include the project site and all accessible areas within 500 feet of the project impact zone, and shall follow CDFW guidelines outlined in the 2012 Staff Report on Burrowing Owl Mitigation. The results of the survey shall be submitted to the City of Livermore Community Development Department within 30 days of the completed survey. The survey report shall be valid for one construction season. *If western burrowing owls are not detected on-site during the survey, further mitigation shall not be required. If any western burrowing owls are detected on-site, pursuant to the CDFW's 2012 Staff Report on Burrowing Owl Mitigation, the following restricted activity dates and setback distances shall be implemented:* • *From April 1 through October 15, low disturbance activities shall have a 200-meter buffer while high disturbance activities shall have a 500-meter buffer from occupied nests.* • *From April 1 through August 15, medium disturbance activities shall have a 500-meter buffer from*		burrowing owl nesting season (February 15 to August 31)	

MITIGATION MONITORING AND REPORTING PROGRAM SMP 39/SMP 40 Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		occupied nests. Medium disturbance activities can have a reduced buffer of 200 meters starting August 16 through October 15. • *From October 16 through March 31, low disturbance activities shall have a 50-meter buffer, medium disturbance activities shall have a 100-meter buffer, and high disturbance activities shall have a 500-meter buffer from occupied nests.* • *Earth-moving activities or other disturbance shall not occur within the aforementioned buffer zones of occupied burrows unless monitoring of the nest site by a qualified biologist determines that the owls are acclimated to the disturbance and would not be disturbed by a smaller buffer. The buffer zones shall be fenced.* • *A qualified biologist shall delineate the extent of burrowing owl habitat on the site.* • *Owls may be passively relocated from the project site between October 1 and February 1. Passive removal shall be conducted by a qualified biologist with demonstrated experience with passive relocation.* • *Credits shall be purchased from a mitigation bank in coordination with CDFW and the City of Livermore to*			

MITIGATION MONITORING AND REPORTING PROGRAM SMP 39/SMP 40 Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		offset the project's habitat loss on the burrowing owl. *A report detailing compliance with the provisions set forth herein shall be prepared by the qualified biologist and submitted for review and approval to the City of Livermore Community Development Department.*			
		Western Burrowing Owl (Trail Connection Options 2 and 3)			
		4.3-2(b) *In the event that Trail Connection Option 2 – Undercrossing at Isabel Bridge or Trail Connection Option 3 – Overcrossing of Isabel Avenue/SR 84 is the selected trail connection option for the proposed project, the requirements of Mitigation Measure 4.3-2(a) shall be implemented for the disturbance area associated with the trail connection option.*	City of Livermore Community Development Department	Within 14 days prior to construction activities if project construction begins during the western burrowing owl nesting season (February 15 to August 31)	
		Tricolored Blackbird			
		4.3-2(c) *Prior to any ground disturbance on SMP 40, a qualified biologist shall conduct a preconstruction survey in all accessible areas identified as supporting potential tricolored blackbird nesting habitat. The survey shall document the current, and to the extent possible, historical presence or absence of nesting colonies of tricolored blackbird. Surveys shall conclude no more than two calendar days prior to construction. If a tricolored blackbird nesting colony is present, a 250-foot buffer shall be applied*	City of Livermore Community Development Department	Prior to any ground disturbance on SMP 40	

MITIGATION MONITORING AND REPORTING PROGRAM SMP 39/SMP 40 Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		from the outer edge of all hydrophytic vegetation associated with the site and the site plus buffer shall be avoided. The Wildlife Agencies shall be notified immediately of nest locations. All survey results shall be submitted to the City of Livermore Community Development Department prior to the start of construction. If current or recent tricolored blackbird nesting colonies are not identified, further action is not required. *If construction takes place during the breeding season when an active colony is present, a qualified biologist shall monitor construction to ensure that the 250-foot buffer zone is enforced. If monitoring indicates that construction outside of the buffer is affecting a breeding colony, the buffer shall be increased if space allows (e.g., move staging areas farther away). If space does not allow, construction shall cease until the colony abandons the site or until the end of the breeding season, whichever occurs first. The biological monitor shall also conduct training of construction personnel on the avoidance procedures, buffer zones, and protocols in the event that tricolored blackbirds fly into an active construction zone (i.e., outside the buffer zone).* *Nesting Birds and Raptors (Including Loggerhead Shrike)*			

MITIGATION MONITORING AND REPORTING PROGRAM SMP 39/SMP 40 Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		4.3-2(d) *If project construction begins during the nesting season (February 1 to August 31), a qualified biologist shall conduct a nesting bird survey within 7 days prior to construction activities. A separate preconstruction survey shall be conducted for SMP 39 and SMP 40 (including the off-site trail connection area) if the components of the project are not constructed concurrently. The nesting bird survey shall include walking transects to search for ground nesting birds, and an examination of all trees on-site and within all accessible areas within 200 feet of the entire project site and off-site improvement areas (i.e., within a zone of influence of nesting birds). If nesting birds are not found within the project site or off-site improvement areas, further mitigation shall not be required.* *If migratory birds are identified nesting on or within the zone of influence, the Wildlife Agencies shall be notified immediately of nest locations. A qualified biologist shall establish a temporary protective nest buffer around the nest(s). The nest buffer shall be staked with orange construction fencing. The buffer must be of sufficient size to protect the nesting site from construction-related disturbance and shall be established by a qualified ornithologist or biologist with extensive experience working with nesting birds near and on construction sites. Typically, adequate nesting buffers are 75*	City of Livermore Community Development Department	Within seven days prior to construction activities, if project construction begins during the nesting season (February 1 to August 31)	

MITIGATION MONITORING AND REPORTING PROGRAM SMP 39/SMP 40 Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		feet from the nest site or nest tree dripline for small birds and up to 300 feet for sensitive nesting birds that include several raptor species known in the region of the project site but that are not expected to occur on the project site. Upon completion of nesting surveys, if nesting birds are identified on or within a zone of influence of the project site, a qualified ornithologist/biologist that frequently works with nesting birds shall prescribe adequate nesting buffers to protect the nesting birds from harm while the project is constructed. *Construction or earth-moving activity shall not occur within any established nest protection buffer prior to September 1 unless a qualified ornithologist/biologist determines that the young have fledged and have attained sufficient flight skills to avoid project construction zones, or that the nesting cycle is otherwise completed. In the region of the project site, most species complete nesting by mid-July; however, the date may be significantly earlier or later, and would have to be determined by the qualified biologist. At the end of the nesting cycle, and fledging from the nest by its occupants, as determined by a qualified biologist, temporary nesting buffers may be removed and construction may commence in established nesting buffers without further regard for the nest site. If active nesting buffers are established and a biologist does*			

MITIGATION MONITORING AND REPORTING PROGRAM SMP 39/SMP 40 Project					
Impact Number	**Impact**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		not confirm that the nesting cycle is completed, then the nesting buffers must be maintained until the end of the CDFW recognized nesting season (September 1). *Should construction activities cause a nesting bird to do any of the following in a way that would be considered a result of construction activities, then the exclusionary buffer shall be increased such that activities are far enough from the nest to stop the following agitated behavior: vocalize, make defensive flights at intruders, get up from a brooding position, or fly off the nest. The revised non-disturbance buffer shall remain in place until the chicks have fledged or as otherwise determined by a qualified biologist in consultation with the City of Livermore.* *A report detailing compliance with the provisions set forth herein shall be prepared by the qualified biologist and submitted for review and approval to the City of Livermore Community Development Department.*			
4.3-3	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the CDFW or USFWS, or State or Federally protected wetlands	*Trail Connection Option 2 – Undercrossing at Isabel Bridge* *4.3-3(a)* *Prior to the initiation of ground-disturbing activities, the project applicant shall submit a formal wetland delineation to the USACE for Trail Connection Option 2 for verification to determine the extent of all hydrological features, their jurisdictional status, and the extent of any impacts resulting from the proposed project. A copy of the wetland*	City of Livermore Community Development Department USACE	Prior to initiation of ground-disturbing activities	

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	(including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.	*delineation and USACE verification letter shall be submitted to the City of Livermore Community Development Department. If Trail Connection Option 2 will result in impacts to features under the USACE's jurisdiction, Mitigation Measure 4.3-3(e) shall be required.* *Trail Connection Option 2 – Undercrossing at Isabel Bridge* *4.3-3(b) In the event that Trail Connection Option 2 – Undercrossing at Isabel Bridge is the selected Trail Connection Option for the proposed project, implement Mitigation Measures 4.5-1 and 4.5-2 related to the preparation of a SWPPP and final Stormwater Control Plan and Maintenance Plan during project construction and operations, respectively.* *SMP 40 and Trail Connection Option 2* *4.3-3(c) Prior to the commencement of ground-disturbing activities for SMP 40 or Trail Connection Option 2, if selected, the project contractor shall notify CDFW pursuant to Section 1600 of the CFGC. The notification shall include a description of all of the activities associated with the proposed project, not just those associated with the drainages and/or riparian vegetation. Impacts shall be outlined in the notification and are expected to be in substantial conformance with the impacts to biological resources outlined in the Biological*	City's Public Works Director City Engineer City of Livermore Public Works Department City of Livermore Community Development Department	Prior to the issuance of any grading permits Prior to commencement of ground-disturbing activities for SMP 40 or Trail Connection Option 2 (if selected)	

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		Resources Assessments prepared for SMP 40 by Monk & Associates. Impacts for each activity shall be broken down by temporary and permanent impacts. A description of the proposed mitigation for biological resource impacts shall be outlined per activity and then by temporary and permanent impact. Information regarding project-specific drainage and hydrology changes resulting from project implementation shall be provided, as well as a description of stormwater treatment methods. Minimization and avoidance measures shall be proposed, as appropriate, and may include the following: • *To avoid fuels, lubricants, soils and other pollutants from entering Arroyo Mocho, wildlife friendly hay wattles (that is, no mono-filament netting) and silt fencing shall be installed at the top of bank. The use of mulch or any other substitute that may enter into the creek shall be prohibited.* • *Staging, operation and maintenance of heavy duty construction equipment shall be located away from Arroyo Mocho at all times and well outside of the riparian corridor unless the equipment is needed to specifically work on the realignment of Arroyo Mocho or the outfalls for the project.* • *To mitigate for any impacts to the riparian corridor of Arroyo Mocho,*			

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		disturbed areas shall be revegetated with native riparian plant species. Replacement of riparian trees to be removed shall be planted near the creek as feasible and/or adjacent to the existing limits of the riparian corridor to contribute to the existing riparian canopy. Riparian plantings shall be maintained for a minimum of 5 years to ensure that the canopy is enhanced and the understory restored. • *Non-native and invasive ornamental landscaping shall be precluded from use proximate to Arroyo Mocho.* • *To avoid debris from entering Arroyo Mocho, the final project design shall provide for enclosed and accessible trash receptacles (located outside of the riparian corridor).* • *New lighting introduced by the project shall be downcast and precluded from spilling over to the riparian corridor as direct lighting along creek corridors has a negative impact on nocturnal wildlife.* *Mitigation shall not result in a net loss of a Sensitive Natural Community. Written verification of Section 1600 of the LSAA shall be submitted to the City of Livermore Community Development Department.*			

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		Trail Connection Option 2 – Undercrossing at Isabel Bridge *4.3-3(d) Prior to the initiation of groundbreaking activity associated with Trail Connection Option 2, if selected, the project applicant shall ensure that authorization pursuant to the Clean Water Act (CWA) Section 401 from the San Francisco Bay Regional Water Quality Control board (RWQCB) is obtained.* *If Trail Connection Option 2 will result in impacts to features under the RWQCB's jurisdiction, the construction contractor shall adhere to all conditions outlined in the permit. The project applicant shall ensure that the proposed project replaces, restores, or enhances on a "no net loss" basis (in accordance with the RWQCB) the acreage of all riparian habitat and waters of the State that would be removed, lost, and/or degraded due to project implementation by methods agreeable to the RWQCB and the City, as appropriate, depending on agency jurisdiction, and as determined during the Section 401 permitting processes. Methods include, but are not limited to implementation of a riparian enhancement planting plan and/or tree planting mitigation at a 1:1 ratio, or as otherwise prescribed by the RWQCB.*	The San Francisco Bay Regional Water Quality Control board (RWQCB)	Prior to the initiation of ground-breaking activity associated with Trail Connection Option 2 (if selected)	
		Trail Connection Option 2 – Undercrossing at Isabel Bridge *4.3-3(e) If it is determined that work below the OHWM cannot be avoided for Trail Connection*	City of Livermore	Prior to issuance of grading permits, if it	

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		Option 2, prior to the issuance of grading permits, the project applicant shall apply for a CWA Section 404 permit from the USACE. Waters that would be lost or disturbed shall be restored, replaced, or rehabilitated on a "no-net-loss" basis. Habitat restoration, rehabilitation, and/or replacement, including the purchase of credits from a USACE approved mitigation bank at a 1:1 ratio, shall be at a location and by methods acceptable to the USACE. Documentation of compliance with the provisions set forth herein shall be submitted to the City of Livermore Community Development Department for verification.	Community Development Department USACE	is determined that work below the Ordinary High Water Mark (OHWM) cannot be avoided for Trail Connection Option 2 (if selected)	
Cultural and Tribal Cultural Resources					
4.4-2	Cause a substantial adverse change in the significance of a unique archeological resource pursuant to CEQA Guidelines, Section 15064.5.	*4.4-2 In the event a potentially significant cultural resource is encountered during subsurface earthwork activities, all construction activities within a 100-foot radius of the find shall cease and workers shall avoid altering the materials until an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards for archaeology has evaluated the find. The project applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. The qualified archeologist shall make recommendations to the City of Livermore on the measures that shall be implemented to protect the discovered resources, including, but not limited to, culturally appropriate temporary and*	The Confederated Villages of Lisjan City of Livermore Community Development Department The Northwest Information Center (NWIC) The State Historic	In the event a potentially significant cultural resource is encountered during subsurface earthwork activities	

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		permanent treatment, which may include avoidance of cultural resources, in-place preservation, and/or reburial on the project site so the resource(s) are not subject to further disturbance in perpetuity. In addition, The Confederated Villages of Lisjan shall be notified of the discovery. If avoidance is determined to be infeasible, pursuant to CEQA Guidelines Section 15126.4(b)(3)(C), a data recovery plan, which makes provisions for adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to any excavation being undertaken. If necessary, excavation and evaluation of the finds shall comply with Section 15064.5 of the CEQA Guidelines. *Potentially significant archaeological site indicators include obsidian and chert flakes and chipped stone tools; grinding and mashing implements (e.g., slabs and handstones and mortars and pestles); bedrock outcrops and boulders with mortar cups; and locally darkened midden soils. Midden soils may contain a combination of any of the previously listed items with the possible addition of bone and shell remains, and fire-affected stones. Any previously undiscovered resources found during construction within the project site shall be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and*	Preservation Office (SHPO)		

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			will be submitted to the City of Livermore, the Northwest Information Center (NWIC), and the State Historic Preservation Office (SHPO), as required.			
4.4-3	Disturb any human remains, including those interred outside of dedicated cemeteries.	*4.4-3*	*In the event of the accidental discovery or recognition of any human remains, further excavation or disturbance of the find or any nearby area reasonably suspected to overlie adjacent human remains shall not occur until compliance with the provisions of CEQA Guidelines Section 15064.5(e)(1) and (2) has occurred. The Guidelines specify that in the event of the discovery of human remains other than in a dedicated cemetery, no further excavation at the site or any nearby area suspected to contain human remains shall occur until the Alameda County Coroner has been notified to determine if an investigation into the cause of death is required. If the County Coroner determines that the remains are Native American, then, within 24 hours, the Coroner must notify the Native American Heritage Commission (NAHC), which in turn will notify the most likely descendants who may recommend treatment of the remains and any grave goods. The potential exists that the NAHC may be unable to identify a most likely descendant, the most likely descendant fails to make a recommendation within 48 hours after notification by the NAHC, or the landowner or his authorized agent rejects the recommendation by the most likely descendant and mediation by the NAHC fails*	Alameda County Coroner Native American Heritage Commission (NAHC) City of Livermore Community Development Department	In the event of the accidental discovery or recognition of any human remains	

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			to provide a measure acceptable to the landowner. In such case, the landowner or his authorized representative shall rebury the human remains and grave goods with appropriate dignity at a location on the property not subject to further disturbances. Should human remains be encountered, a copy of the resulting County Coroner report noting any written consultation with the NAHC shall be submitted as proof of compliance to the City of Livermore Community Development Department.			
4.4-4	Cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074.	*4.4-4*	*Implement Mitigation Measures 4.4-2 and 4.4-3.*	See Mitigation Measures 4.4-2 and 4.4-3	See Mitigation Measures 4.4-2 and 4.4-3	
Hydrology and Water Quality						
4.5-1	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade water quality during construction.	*4.5-1*	*Prior to issuance of any grading permits, the contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) for review and approval by the San Francisco Bay RWQCB. The contractor shall file the Notice of Intent (NOI) and associated fee to the SWRCB. A separate SWPPP shall be prepared for SMP 39 and SMP 40 (including the off-site trail connection area) if the components of the project are not constructed concurrently. The SWPPP shall serve as the framework for identification, assignment, and implementation of BMPs. The contractor shall implement BMPs to reduce pollutants in stormwater discharges to the maximum extent practicable.*	City of Livermore Public Works Director City Engineer	Prior to issuance of any grading permits	

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			Construction (temporary) BMPs for the project may include, but are not limited to: fiber rolls, straw bale barrier, straw wattles, storm drain inlet protection, velocity dissipation devices, silt fences, wind erosion control, stabilized construction entrance, hydroseeding, revegetation techniques, and dust control measures. The SWPPP shall be submitted to the City's Director of Public Works and the City Engineer for review and approval and shall remain on the project site during all phases of construction. Following implementation of the SWPPP, the contractor shall subsequently demonstrate the SWPPP's effectiveness and provide for necessary and appropriate revisions, modifications, and improvements to reduce pollutants in stormwater discharges to the maximum extent practicable.			
4.5-2	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade water quality during operations.	*4.5-2(a)*	*Prior to approval of final project improvement plans for SMP 39, SMP 40, and the selected off-site trail connection option, a final Stormwater Control Plan and Maintenance Plan shall be submitted to the City Director of Public Works, and the City Engineer for review and approval. A separate Stormwater Control Plan and Maintenance Plan shall be prepared for SMP 39, SMP 40, and the selected off-site trail connection option, if the components of the project are not constructed concurrently. The final Stormwater Control Plan and Maintenance Plan shall be in compliance with all applicable provisions of the C.3 Standards,*	City of Livermore Public Works Director City Engineer City of Livermore Public Works Department	Prior to approval of final project improvement plans for SMP 39, SMP 40, and the selected off-site trail connection option	

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			and shall meet the standards of the California Stormwater Quality Association (CASQA) Stormwater BMP Handbook for New Development and Redevelopment. Site design measures, source control measures, hydromodification management, and Low Impact Development (LID) standards, as necessary, shall be incorporated into the design and shown on the improvement plans. The final plans shall include calculations demonstrating that the water quality BMPs are appropriately sized, using methodology in the CASQA Stormwater BMP Handbook for New Development and Redevelopment. The final plans shall be submitted to the Public Works Department for review and approval.			
		4.5-2(b)	*Implement Mitigation Measures 4.3-3(b) through 4.3-3(e).*	See Mitigation Measures 4.3-3(b) through 4.3-3(e)	See Mitigation Measures 4.3-3(b) through 4.3-3(e)	
4.5-4	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: substantially increase the rate or amount of surface runoff in a manner which	*4.5-4*	*Prior to approval of final project improvement plans for SMP 39, SMP 40, and the selected off-site trail connection option, a final drainage plan shall be submitted to the City Director of Public Works, and the City Engineer for review and approval demonstrating the project's compliance with all State stormwater standards and requirements. A separate drainage plan shall be prepared for SMP 39, SMP 40, and the selected off-site trail connection option, if the components of the project are not*	City of Livermore Public Works Director City Engineer	Prior to approval of final project improvement plans for SMP 39, SMP 40, and the selected off-site trail connection option	

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	would result in flooding on- or off-site; create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or result in substantial erosion or siltation on- or off-site.		*constructed concurrently. The final drainage plan shall identify the water quality treatment and source control measures needed to ensure that stormwater runoff from the proposed project is adequately treated and peak flows do not exceed the capacity of the receiving storm drainage system.*			
4.5-5	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would impede or redirect flood flows, or in flood hazard, tsunami, or seiche zone, risk release of pollutants due to project inundation.	*4.5-5*	*Prior to Building Permit issuance for SMP 39 (if buildings are determined to be within a SFHA) and SMP 40, the City or applicant shall obtain from the Federal Emergency Management Agency (FEMA), a Letter of Map Revision (LOMR).*	Federal Emergency Management Agency Chief Building Official	Prior to Building Permit issuance for SMP 39 (if buildings are determined to be within a Special Flood Hazard Zone [SFHA]) and SMP 40	
Noise						
4.6-1	Generation of a substantial temporary increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or	*4.6-1(a)*	*Prior to issuance of a grading permit for SMP 40, the project applicant shall prepare a construction noise management plan that identifies measures to be taken to minimize construction noise on surrounding sensitive land uses and include specific noise management measures to be included*	City of Livermore Community Development Department	Prior to issuance of a grading permit for SMP 40	

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	noise ordinance, or applicable standards of other agencies.	*within the plans and specifications for SMP 40, subject to review and approval by the City of Livermore Community Development Department. The project applicant shall demonstrate, to the satisfaction of the City that the project complies with the following:* • *Consistent with the Livermore Municipal Code, construction shall be limited to weekdays between the hours of 7:00 AM and 8:00 PM and Saturdays through Sunday between the hours of 9:00 AM and 6:00 PM.* • *Either a temporary noise barrier shall be built prior to development of the planned berm on the east side of the project site, or the berm shall be built prior to construction activities. The barrier/berm shall be a minimum of 10 feet tall. The barrier can be field-built provided it meets the following criteria:* o *The barrier shall be constructed to have a minimum surface density of four pounds per square foot (psf). For example, a stud wall with exterior-grade plywood sheathing and a stucco finish (or two layers of 5/8-inch thick plywood).* o *The barrier shall be free of cracks, and drainage holes/slots along the bottom of the barrier shall be kept to a minimum.*			

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		Where needed, drainage holes/slots shall be covered by one psf mass-loaded vinyl flaps (e.g., Kinetics KNM-100) so water can flow around the vinyl and still drain. ○ *Joints between sheathing layers shall be offset by 16 inches minimum.* • *Contractors shall use "quiet" models of air compressors and other stationary noise sources, where technology exists.* • *Internal combustion engine-driven equipment shall be equipped with mufflers which are in good condition and appropriate for the equipment.* • *Stationary noise-generating equipment, such as air compressors and portable power generators, shall be located as far away as possible from adjacent property lines.* • *Staging areas and construction material areas shall be located as far away as feasible from adjacent residences.* • *All unnecessary idling of internal combustion engines should be prohibited.* • *The contractor shall designate a "noise disturbance construction superintendent" who will be responsible for tracking and responding to any complaints about*			

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		construction noise. The noise disturbance construction superintendent shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall require that reasonable measures are implemented to correct the problem. The telephone number for the noise disturbance construction superintendent shall be posted at the construction site and included in any construction notices sent to neighbors.			
		4.6-1(b) *Prior to issuance of a grading permit for the chosen off-site trail connection option, the project applicant shall prepare a construction noise management plan that identifies measures to be taken to minimize construction noise on surrounding sensitive land uses and include specific noise management measures to be included within the plans and specifications for the trail connection option, subject to review and approval by the City of Livermore Community Development Department. The project applicant shall demonstrate, to the satisfaction of the City, that the project complies with the following:* • *All heavy construction equipment used on the proposed project shall be maintained in good operating condition, with all internal*	City of Livermore Community Development Department	Prior to issuance of a grading permit for the chosen off-site trail connection option	

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		combustion, engine-driven equipment fitted with intake and exhaust mufflers that are in good condition. • *All mobile or fixed noise producing equipment used on the proposed project that is regulated for noise output by a local, state, or federal agency shall comply with such regulations while involved with a project activity.* • *Where feasible, electrically-powered equipment shall be used instead of pneumatic or internal combustion powered equipment.* • *All stationary noise-generating equipment shall be located as far away as possible from the nearest residential uses.* • *Signs prohibiting unnecessary idling of internal combustion engines shall be posted at entrances to construction sites and at construction equipment staging areas.* • *The use of noise-producing signals, including horns, whistles, alarms and bells shall be for safety warning purposes only.* • *The use of temporary sound barriers shall be incorporated along the outer work area of the construction site, east of Isabel Avenue/SR 84. Barrier height and location(s) shall be determined by a qualified acoustical*			

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			engineer to ensure that the resultant construction noise levels at the nearest residence would meet the applicable standard. The sound barrier fencing shall consist of 0.5-inch plywood or minimum STC 27 sound curtains placed to shield nearby sensitive receptors. The plywood barrier shall be free from gaps, openings, or penetrations to ensure maximum performance.			
Public Services, Utilities, and Service Systems						
4.7-8	Increase in demand for utilities and service systems associated with the proposed project, in combination with future buildout of the Livermore General Plan.	*4.7-8(a)*	*Prior to approval of improvement plans, the project applicant shall pay the applicable sewer fair share fees to the City of Livermore Community Development Department. Payment of such fees shall be made in compliance with Livermore Municipal Code Chapter 13.28.*	City of Livermore Community Development Department	Prior to approval of improvement plans	
		4.7-8(b)	*In conjunction with submittal of improvement plans for SMP 39 or SMP 40, whichever is developed second as part of the proposed project, the project applicant shall submit an analysis of the pumping capacity available at the Airport Lift Station to convey additional flows generated by SMP 39 and SMP 40. The lift station capacity analysis shall be prepared by a registered civil engineer. According to the 2022 Airport Lift Station Analysis prepared by West Yost Associates, the City of Livermore has indicated that the pumping capacity necessary to accommodate SMP 39 and SMP 40 would*	City of Livermore Community Development Department	In conjunction with submittal of improvement plans for SMP 39 or SMP 40, whichever is developed second as part of the proposed project	

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		be 2,088 gallons per minute (gpm). The subsequent evaluation shall confirm the aforementioned estimate and be submitted for review and approval to the City of Livermore Community Development Department. *If the Airport Lift Station pumping capacity is determined to be inadequate, the project applicant shall ensure the pumping capacity is increased to the necessary gpm determined by the subsequent analysis, with all design recommendations contained therein incorporated into the improvement plans for SMP 39 or SMP 40, whichever is developed second as part of the proposed project. Incorporation of the design recommendations to increase the Airport Lift Station pumping capacity shall be submitted for review and approval to the City Engineer.*			
Transportation					
4.8-1	Conflict with a program, plan, ordinance, or policy addressing the circulation system during construction activities.	*4.8-1* *Prior to grading permit issuance for the SMP 39 and SMP 40 sites, as well as the chosen off-site trail connection option, the project applicant shall prepare a Construction Traffic Management Plan for review and approval by the City Engineer. The plan shall include the following:* • *A project staging plan to maximize on-site storage of materials and equipment;* • *A set of comprehensive traffic control measures, including scheduling of*	City Engineer	Prior to grading permit issuance for the SMP 39 and SMP 40 sites, as well as the chosen off-site trail connection option	

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			major truck trips and deliveries to avoid peak hours; lane closure proceedings; signs, cones and other warning devices for drivers; and designation of construction access routes; • *Provisions for maintaining adequate emergency access to the project site;* • *Permitted construction hours, per City of Livermore standards;* • *Designated locations for construction staging areas;* • *Identification of parking areas for construction employees, site visitors, and inspectors, including on-site locations;* • *Signs posted at the entrances to the construction sites noting who to contact if there are questions or concerns, along with a contact phone number; and* • *Provisions for street sweeping to remove construction-related debris on public streets.*			
4.8-3	Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b).	*4.8-3*	*Prior to the issuance of the first building permit, the project applicant shall be required to develop a Transportation Demand Management (TDM) Program for SMP 39 and SMP 40. The TDM Program shall be monitored by the project applicant/operator on an annual basis to determine the efficacy of the selected TDM strategies in achieving the reduction below the regional average VMT per employee of*	City of Livermore Engineering Division Chief Building Official	Prior to the issuance of the first building permit	

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		three percent (i.e., the performance target). An Annual Status Report on the TDM Program shall be submitted to the City of Livermore Engineering Division beginning a year after the issuance of any certificate of occupancy and shall include details on the TDM strategies, including an Employer Carpool Program which has a goal to reduce VMT per employee by approximately four percent and, thus, would meet and exceed the performance target. The Employer Carpool Program shall implement a ridesharing program and establish a permanent transportation management association with funding requirements for employers. Data shall be collected in October of each year and the Annual Status Report shall be submitted by December 31st of each year. The report shall be prepared in the form and format designated by the City. The data shall include project-generated VMT estimates compatible with the methodology used to estimate the benchmark VMT so that performance comparisons can be made. If the Annual Status Report demonstrates that the project is not in compliance with the performance target set forth in this mitigation measure, the project must incorporate additional TDM strategies to meet the performance target in coordination with City staff. The project applicant/operator may propose new TDM strategies that develop over time to further reduce project-generated VMT if substantial			

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		evidence is provided to support the efficacy of the strategy. If the Annual Status Reports demonstrate that the performance target has been achieved for five consecutive years once SMP 39 and SMP 40 are both fully occupied and operational, the project shall no longer need to provide annual reporting. The five-year reporting requirement shall reset when a new use occupies any portion of the SMP 39 or SMP 40 property.			
Initial Study					
I-a,b.	Would the project have a substantial adverse effect on a scenic vista? Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?	*I-1.*	*In the event that Trail Connection Option 3 – Overcrossing of Isabel Avenue/SR 84 is the selected Trail Connection Option for the proposed project, improvement plans associated with the proposed above-grade crossing shall be submitted to the City's Community Development Department for review and approval to ensure that the proposed above-grade crossing is constructed using soft earth tone colors that help the bridge blend in with the surrounding landscape.*	City of Livermore Community Development Department	In the event that Trail Connection Option 3 is the selected trail connection option for the proposed project	
VII-a.iii, a.iv,c,d.	Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: seismic-related ground failure, including liquefaction or landslides?	*VII-1.*	*All grading and foundation plans for the development shall be designed by a Civil and Structural Engineer and reviewed and approved by the City Engineer, Chief Building Official, and a qualified Geotechnical Engineer prior to the issuance of building permits or grading permits, whichever comes first, to ensure that all geotechnical recommendations specified in the geotechnical recommendations*	City Engineer Chief Building Official Qualified Geotechnical Engineer	Prior to issuance of building permits or grading permits, whichever comes first	

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	Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? Would the project be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	*specified in the Geotechnical Investigation prepared for the proposed project by Cornerstone Earth Group are properly incorporated and utilized in the project design.* *VII-2.* *In the event that Trail Connection Option 2 – Undercrossing at Isabel Bridge or Trail Connection Option 3 – Overcrossing of Isabel Avenue/SR 84 is the selected Trail Connection Option for the proposed project, in conjunction with the submittal of improvement plans associated with the proposed above-grade crossing, a final design-level geotechnical report shall be prepared and submitted to the City for review and approval. The site-specific geotechnical report shall be prepared by a State-registered civil engineer with the purpose of observing and sampling the subsurface conditions encountered at the proposed undercrossing or above-grade crossing sites and providing conclusions and recommendations relative to each crossing, as proposed. The recommendations presented therein shall be based on analysis of the data obtained during the geotechnical investigation and the local experience of the civil engineer regarding similar soil and geologic conditions. All recommendations set forth in the final design-level geotechnical report shall be appropriately incorporated into the design of the project*	City Engineer	In the event that Trail Connection Option 2 or Trail Connection Option 3 is the selected trail connection option for the proposed project in conjunction with the submittal of improvement plans associated with the proposed above-grade crossing	

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			and shall be subject to review and approval by the City Engineer.			
VII-f.	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	*VII-3.*	*The applicant shall retain the services of a professional paleontologist to educate the construction crew that will be conducting grading and excavation at the project site, as well as the off-site trail improvement areas. The education shall consist of an introduction to the geology of the project site and the kinds of fossils that may be encountered, as well as what to do in case of a discovery. Should any vertebrate fossils (e.g., teeth, bones), an unusually large or dense accumulation of intact invertebrates, or well-preserved plant material (e.g., leaves) be unearthed by the construction crew, then ground-disturbing activity shall be diverted to another part of the project site and the paleontologist shall be called on-site to assess the find and, if significant, recover the find in a timely matter. Finds determined significant by the paleontologist shall then be conserved and deposited with a recognized repository, such as the University of California Museum of Paleontology. The alternative mitigation would be to leave the significant finds in place, determine the extent of significant deposit, and avoid further disturbance of the significant deposit. Proof of the construction crew awareness training shall be submitted to the City's Community Development Department in the form of a copy of training materials and the completed training attendance roster.*	City of Livermore Community Development Department	Prior to any ground-disturbing activities	

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IX-b.	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?	*IX-1.*	*Prior to any ground-disturbing activities, the groundwater well observed along the western boundary of SMP 39 shall be assessed to determine whether it is located on-site. If the well is determined to be located on-site, the project applicant shall hire a licensed contractor to obtain the applicable abandonment permit from Alameda County Department of Environmental Health (ACDEH), and properly abandon the on-site well for review and approval by the ACDEH.* *In addition, the licensed contractor shall contact Zone 7 regarding its well located towards the middle of the SMP 39 site, and if feasible, obtain the applicable abandonment permit from ACDEH to properly abandon the well. Alternatively, if required by Zone 7, the applicant shall implement other measures identified by Zone 7, such as providing any necessary upgrades or adjustments to the well and/or well box elevation to match the final grade.*	Alameda County Department of Environmental Health (ACDEH) City of Livermore Community Development Department	Prior to any ground-disturbing activities	
		IX-2.	*In the event that Trail Connection Option 2 – Undercrossing at Isabel Bridge or Trail Connection Option 3 – Overcrossing of Isabel Avenue/SR 84 is the selected Trail Connection Option for the proposed project, in conjunction with the submittal of improvement plans associated with the proposed above-grade crossing, a Phase I Environmental Site Assessment (ESA) shall*	City of Livermore Community Development Department	In the event that Trail Connection Option 2 or Trail Connection Option 3 is the selected trail connection option for the proposed project in conjunction with the	

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		be prepared and submitted to the City for review and approval. The Phase I Environmental Site Assessment (ESA) shall be prepared by a licensed contractor with the purpose of observing and assessing the conditions encountered at the proposed undercrossing or above-grade crossing sites and providing conclusions and recommendations relative to any hazardous conditions or materials identified on-site. All recommendations set forth in the Phase I Environmental Site Assessment (ESA) shall be appropriately incorporated into the project and shall be subject to review and approval by the City of Livermore Community Development Department.		submittal of improvement plans associated with the proposed above-grade crossing	

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4.3-3	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the CDFW or USFWS, or State or Federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.	*Trail Connection Option 2 – Undercrossing at Isabel Bridge* *4.3-3(a) Prior to the initiation of ground-disturbing activities, the project applicant shall submit a formal wetland delineation to the USACE for Trail Connection Option 2 for verification to determine the extent of all hydrological features, their jurisdictional status, and the extent of any impacts resulting from the proposed project. A copy of the wetland delineation and USACE verification letter shall be submitted to the City of Livermore Community Development Department. If Trail Connection Option 2 will result in impacts to features under the USACE's jurisdiction, Mitigation Measure 4.3-3(e) shall be required.* *Trail Connection Option 2 – Undercrossing at Isabel Bridge* *4.3-3(b) In the event that Trail Connection Option 2 – Undercrossing at Isabel Bridge is the selected Trail Connection Option for the proposed project, implement Mitigation Measures 4.5-1 and 4.5-2 related to the preparation of a SWPPP and final Stormwater Control Plan and Maintenance Plan during project construction and operations, respectively.* *SMP 40 and Trail Connection Option 2* *4.3-3(c) Prior to the commencement of ground-*	City of Livermore Community Development Department USACE City's Public Works Director City Engineer City of Livermore Public Works Department City of Livermore	Prior to initiation of ground-disturbing activities Prior to the issuance of any grading permits Prior to commencement of	

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		disturbing activities for SMP 40 or Trail Connection Option 2, if selected, the project contractor shall notify CDFW pursuant to Section 1600 of the CFGC. The notification shall include a description of all of the activities associated with the proposed project, not just those associated with the drainages and/or riparian vegetation. Impacts shall be outlined in the notification and are expected to be in substantial conformance with the impacts to biological resources outlined in the Biological Resources Assessments prepared for SMP 40 by Monk & Associates. Impacts for each activity shall be broken down by temporary and permanent impacts. A description of the proposed mitigation for biological resource impacts shall be outlined per activity and then by temporary and permanent impact. Information regarding project-specific drainage and hydrology changes resulting from project implementation shall be provided, as well as a description of stormwater treatment methods. Minimization and avoidance measures shall be proposed, as appropriate, and may include the following: • *To avoid fuels, lubricants, soils and other pollutants from entering Arroyo Mocho, wildlife friendly hay wattles (that is, no mono-filament netting) and silt fencing shall be installed at*	Community Development Department	ground-disturbing activities for SMP 40 or Trail Connection Option 2 (if selected)	

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		the top of bank. The use of mulch or any other substitute that may enter into the creek shall be prohibited. • *Staging, operation and maintenance of heavy duty construction equipment shall be located away from Arroyo Mocho at all times and well outside of the riparian corridor unless the equipment is needed to specifically work on the realignment of Arroyo Mocho or the outfalls for the project.* • *To mitigate for any impacts to the riparian corridor of Arroyo Mocho, disturbed areas shall be revegetated with native riparian plant species. Replacement of riparian trees to be removed shall be planted near the creek as feasible and/or adjacent to the existing limits of the riparian corridor to contribute to the existing riparian canopy. Riparian plantings shall be maintained for a minimum of 5 years to ensure that the canopy is enhanced and the understory restored.* • *Non-native and invasive ornamental landscaping shall be precluded from use proximate to Arroyo Mocho.* • *To avoid debris from entering Arroyo Mocho, the final project design shall provide for enclosed and accessible trash receptacles (located outside of the riparian corridor).*			

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		• *New lighting introduced by the project shall be downcast and precluded from spilling over to the riparian corridor as direct lighting along creek corridors has a negative impact on nocturnal wildlife.* *Mitigation shall not result in a net loss of a Sensitive Natural Community. Written verification of Section 1600 of the LSAA shall be submitted to the City of Livermore Community Development Department.* *Trail Connection Option 2 – Undercrossing at Isabel Bridge* *4.3-3(d)* *Prior to the initiation of groundbreaking activity associated with Trail Connection Option 2, if selected, the project applicant shall ensure that authorization pursuant to the Clean Water Act (CWA) Section 401 from the San Francisco Bay Regional Water Quality Control board (RWQCB) is obtained.* *If Trail Connection Option 2 will result in impacts to features under the RWQCB's jurisdiction, the construction contractor shall adhere to all conditions outlined in the permit. The project applicant shall ensure that the proposed project replaces, restores, or enhances on a "no net loss" basis (in accordance with the RWQCB) the acreage of all riparian habitat and waters of the State that would be removed, lost, and/or*	The San Francisco Bay Regional Water Quality Control board (RWQCB)	Prior to the initiation of ground-breaking activity associated with Trail Connection Option 2 (if selected)	

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		degraded due to project implementation by methods agreeable to the RWQCB and the City, as appropriate, depending on agency jurisdiction, and as determined during the Section 401 permitting processes. Methods include, but are not limited to implementation of a riparian enhancement planting plan and/or tree planting mitigation at a 1:1 ratio, or as otherwise prescribed by the RWQCB. *Trail Connection Option 2 – Undercrossing at Isabel Bridge* *4.3-3(e) If it is determined that work below the OHWM cannot be avoided for Trail Connection Option 2, prior to the issuance of grading permits, the project applicant shall apply for a CWA Section 404 permit from the USACE. Waters that would be lost or disturbed shall be restored, replaced, or rehabilitated on a "no-net-loss" basis. Habitat restoration, rehabilitation, and/or replacement, including the purchase of credits from a USACE approved mitigation bank at a 1:1 ratio, shall be at a location and by methods acceptable to the USACE. Documentation of compliance with the provisions set forth herein shall be submitted to the City of Livermore Community Development Department for verification.*	City of Livermore Community Development Department USACE	Prior to issuance of grading permits, if it is determined that work below the Ordinary High Water Mark (OHWM) cannot be avoided for Trail Connection Option 2 (if selected)	
Cultural and Tribal Cultural Resources					
4.4-2	Cause a substantial adverse change in the	*4.4-2 In the event a potentially significant cultural resource is encountered during subsurface*	The Confederated	In the event a potentially	

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	significance of a unique archeological resource pursuant to CEQA Guidelines, Section 15064.5.	*earthwork activities, all construction activities within a 100-foot radius of the find shall cease and workers shall avoid altering the materials until an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards for archaeology has evaluated the find. The project applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. The qualified archeologist shall make recommendations to the City of Livermore on the measures that shall be implemented to protect the discovered resources, including, but not limited to, culturally appropriate temporary and permanent treatment, which may include avoidance of cultural resources, in-place preservation, and/or reburial on the project site so the resource(s) are not subject to further disturbance in perpetuity. In addition, The Confederated Villages of Lisjan shall be notified of the discovery. If avoidance is determined to be infeasible, pursuant to CEQA Guidelines Section 15126.4(b)(3)(C), a data recovery plan, which makes provisions for adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to any excavation being undertaken. If necessary, excavation and evaluation of the finds shall*	Villages of Lisjan City of Livermore Community Development Department The Northwest Information Center (NWIC) The State Historic Preservation Office (SHPO)	significant cultural resource is encountered during subsurface earthwork activities	

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		comply with Section 15064.5 of the CEQA Guidelines. *Potentially significant archaeological site indicators include obsidian and chert flakes and chipped stone tools; grinding and mashing implements (e.g., slabs and handstones and mortars and pestles); bedrock outcrops and boulders with mortar cups; and locally darkened midden soils. Midden soils may contain a combination of any of the previously listed items with the possible addition of bone and shell remains, and fire-affected stones. Any previously undiscovered resources found during construction within the project site shall be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and will be submitted to the City of Livermore, the Northwest Information Center (NWIC), and the State Historic Preservation Office (SHPO), as required.*			
4.4-3	Disturb any human remains, including those interred outside of dedicated cemeteries.	*4.4-3* *In the event of the accidental discovery or recognition of any human remains, further excavation or disturbance of the find or any nearby area reasonably suspected to overlie adjacent human remains shall not occur until compliance with the provisions of CEQA Guidelines Section 15064.5(e)(1) and (2) has occurred. The Guidelines specify that in the event of the discovery of human remains other than in a dedicated cemetery, no further excavation at the site or any nearby*	Alameda County Coroner Native American Heritage Commission (NAHC)	In the event of the accidental discovery or recognition of any human remains	

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		area suspected to contain human remains shall occur until the Alameda County Coroner has been notified to determine if an investigation into the cause of death is required. If the County Coroner determines that the remains are Native American, then, within 24 hours, the Coroner must notify the Native American Heritage Commission (NAHC), which in turn will notify the most likely descendants who may recommend treatment of the remains and any grave goods. The potential exists that the NAHC may be unable to identify a most likely descendant, the most likely descendant fails to make a recommendation within 48 hours after notification by the NAHC, or the landowner or his authorized agent rejects the recommendation by the most likely descendant and mediation by the NAHC fails to provide a measure acceptable to the landowner. In such case, the landowner or his authorized representative shall rebury the human remains and grave goods with appropriate dignity at a location on the property not subject to further disturbances. Should human remains be encountered, a copy of the resulting County Coroner report noting any written consultation with the NAHC shall be submitted as proof of compliance to the City of Livermore Community Development Department.	City of Livermore Community Development Department		

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4.4-4	Cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074.	*4.4-4*	*Implement Mitigation Measures 4.4-2 and 4.4-3.*	See Mitigation Measures 4.4-2 and 4.4-3	See Mitigation Measures 4.4-2 and 4.4-3	
Hydrology and Water Quality						
4.5-1	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade water quality during construction.	*4.5-1*	*Prior to issuance of any grading permits, the contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) for review and approval by the San Francisco Bay RWQCB. The contractor shall file the Notice of Intent (NOI) and associated fee to the SWRCB. A separate SWPPP shall be prepared for SMP 39 and SMP 40 (including the off-site trail connection area) if the components of the project are not constructed concurrently. The SWPPP shall serve as the framework for identification, assignment, and implementation of BMPs. The contractor shall implement BMPs to reduce pollutants in stormwater discharges to the maximum extent practicable. Construction (temporary) BMPs for the project may include, but are not limited to: fiber rolls, straw bale barrier, straw wattles, storm drain inlet protection, velocity dissipation devices, silt fences, wind erosion control, stabilized construction entrance, hydroseeding, revegetation techniques, and dust control measures. The SWPPP shall be submitted to the City's Director of Public Works and the City Engineer for review and*	City of Livermore Public Works Director City Engineer	Prior to issuance of any grading permits	

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			approval and shall remain on the project site during all phases of construction. Following implementation of the SWPPP, the contractor shall subsequently demonstrate the SWPPP's effectiveness and provide for necessary and appropriate revisions, modifications, and improvements to reduce pollutants in stormwater discharges to the maximum extent practicable.			
4.5-2	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade water quality during operations.	*4.5-2(a)*	*Prior to approval of final project improvement plans for SMP 39, SMP 40, and the selected off-site trail connection option, a final Stormwater Control Plan and Maintenance Plan shall be submitted to the City Director of Public Works, and the City Engineer for review and approval. A separate Stormwater Control Plan and Maintenance Plan shall be prepared for SMP 39, SMP 40, and the selected off-site trail connection option, if the components of the project are not constructed concurrently. The final Stormwater Control Plan and Maintenance Plan shall be in compliance with all applicable provisions of the C.3 Standards, and shall meet the standards of the California Stormwater Quality Association (CASQA) Stormwater BMP Handbook for New Development and Redevelopment. Site design measures, source control measures, hydromodification management, and Low Impact Development (LID) standards, as necessary, shall be incorporated into the design and shown on the improvement*	City of Livermore Public Works Director City Engineer City of Livermore Public Works Department	Prior to approval of final project improvement plans for SMP 39, SMP 40, and the selected off-site trail connection option	

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			plans. The final plans shall include calculations demonstrating that the water quality BMPs are appropriately sized, using methodology in the CASQA Stormwater BMP Handbook for New Development and Redevelopment. The final plans shall be submitted to the Public Works Department for review and approval.			
		4.5-2(b)	*Implement Mitigation Measures 4.3-3(b) through 4.3-3(e).*	See Mitigation Measures 4.3-3(b) through 4.3-3(e)	See Mitigation Measures 4.3-3(b) through 4.3-3(e)	
4.5-4	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial	*4.5-4*	*Prior to approval of final project improvement plans for SMP 39, SMP 40, and the selected off-site trail connection option, a final drainage plan shall be submitted to the City Director of Public Works, and the City Engineer for review and approval demonstrating the project's compliance with all State stormwater standards and requirements. A separate drainage plan shall be prepared for SMP 39, SMP 40, and the selected off-site trail connection option, if the components of the project are not constructed concurrently. The final drainage plan shall identify the water quality treatment and source control measures needed to ensure that stormwater runoff from the proposed project is adequately treated and peak flows do not exceed the capacity of the receiving storm drainage system.*	City of Livermore Public Works Director City Engineer	Prior to approval of final project improvement plans for SMP 39, SMP 40, and the selected off-site trail connection option	

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	additional sources of polluted runoff; or result in substantial erosion or siltation on- or off-site.					
4.5-5	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would impede or redirect flood flows, or in flood hazard, tsunami, or seiche zone, risk release of pollutants due to project inundation.	*4.5-5*	*Prior to Building Permit issuance for SMP 39 (if buildings are determined to be within a SFHA) and SMP 40, the City or applicant shall obtain from the Federal Emergency Management Agency (FEMA), a Letter of Map Revision (LOMR).*	Federal Emergency Management Agency Chief Building Official	Prior to Building Permit issuance for SMP 39 (if buildings are determined to be within a Special Flood Hazard Zone [SFHA]) and SMP 40	
Noise						
4.6-1	Generation of a substantial temporary increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.	*4.6-1*	*Prior to issuance of a grading permit for the chosen off-site trail connection option, the project applicant shall prepare a construction noise management plan that identifies measures to be taken to minimize construction noise on surrounding sensitive land uses and include specific noise management measures to be included within the plans and specifications for the trail connection option, subject to review and approval by the City of Livermore Community Development Department. The project applicant shall demonstrate, to the*	City of Livermore Community Development Department	Prior to issuance of a grading permit for the chosen off-site trail connection option	

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		satisfaction of the City, that the project complies with the following: • *All heavy construction equipment used on the proposed project shall be maintained in good operating condition, with all internal combustion, engine-driven equipment fitted with intake and exhaust mufflers that are in good condition.* • *All mobile or fixed noise producing equipment used on the proposed project that is regulated for noise output by a local, state, or federal agency shall comply with such regulations while involved with a project activity.* • *Where feasible, electrically-powered equipment shall be used instead of pneumatic or internal combustion powered equipment.* • *All stationary noise-generating equipment shall be located as far away as possible from the nearest residential uses.* • *Signs prohibiting unnecessary idling of internal combustion engines shall be posted at entrances to construction sites and at construction equipment staging areas.* • *The use of noise-producing signals, including horns, whistles, alarms and*			

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			bells shall be for safety warning purposes only. • *The use of temporary sound barriers shall be incorporated along the outer work area of the construction site, east of Isabel Avenue/SR 84. Barrier height and location(s) shall be determined by a qualified acoustical engineer to ensure that the resultant construction noise levels at the nearest residence would meet the applicable standard. The sound barrier fencing shall consist of 0.5-inch plywood or minimum STC 27 sound curtains placed to shield nearby sensitive receptors. The plywood barrier shall be free from gaps, openings, or penetrations to ensure maximum performance.*			
Public Services, Utilities, and Service Systems						
4.7-8	Increase in demand for utilities and service systems associated with the proposed project, in combination with future buildout of the Livermore General Plan.	*4.7-8(a)*	*Prior to approval of improvement plans, the project applicant shall pay the applicable sewer fair share fees to the City of Livermore Community Development Department. Payment of such fees shall be made in compliance with Livermore Municipal Code Chapter 13.28.*	City of Livermore Community Development Department	Prior to approval of improvement plans	
		4.7-8(b)	*In conjunction with submittal of improvement plans for SMP 39 or SMP 40, whichever is developed second as part of the proposed project, the project applicant shall submit an*	City of Livermore Community	In conjunction with submittal of improvement plans for SMP 39 or SMP	

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		analysis of the pumping capacity available at the Airport Lift Station to convey additional flows generated by SMP 39 and SMP 40. The lift station capacity analysis shall be prepared by a registered civil engineer. According to the 2022 Airport Lift Station Analysis prepared by West Yost Associates, the City of Livermore has indicated that the pumping capacity necessary to accommodate SMP 39 and SMP 40 would be 2,088 gallons per minute (gpm). The subsequent evaluation shall confirm the aforementioned estimate and be submitted for review and approval to the City of Livermore Community Development Department. *If the Airport Lift Station pumping capacity is determined to be inadequate, the project applicant shall ensure the pumping capacity is increased to the necessary gpm determined by the subsequent analysis, with all design recommendations contained therein incorporated into the improvement plans for SMP 39 or SMP 40, whichever is developed second as part of the proposed project. Incorporation of the design recommendations to increase the Airport Lift Station pumping capacity shall be submitted for review and approval to the City Engineer.*	Development Department	40, whichever is developed second as part of the proposed project	

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Transportation						
4.8-1	Conflict with a program, plan, ordinance, or policy addressing the circulation system during construction activities.	*4.8-1*	*Prior to grading permit issuance for the SMP 39 and SMP 40 sites, as well as the chosen off-site trail connection option, the project applicant shall prepare a Construction Traffic Management Plan for review and approval by the City Engineer. The plan shall include the following:* • *A project staging plan to maximize on-site storage of materials and equipment;* • *A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak hours; lane closure proceedings; signs, cones and other warning devices for drivers; and designation of construction access routes;* • *Provisions for maintaining adequate emergency access to the project site;* • *Permitted construction hours, per City of Livermore standards;* • *Designated locations for construction staging areas;* • *Identification of parking areas for construction employees, site visitors, and inspectors, including on-site locations;* • *Signs posted at the entrances to the construction sites noting who to*	City Engineer	Prior to grading permit issuance for the SMP 39 and SMP 40 sites, as well as the chosen off-site trail connection option	

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			contact if there are questions or concerns, along with a contact phone number; and • *Provisions for street sweeping to remove construction-related debris on public streets.*			
4.8-3	Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b).	*4.8-3*	*Prior to the issuance of the first building permit, the project applicant shall be required to develop a Transportation Demand Management (TDM) Program for SMP 39 and SMP 40. The TDM Program shall be monitored by the project applicant/operator on an annual basis to determine the efficacy of the selected TDM strategies in achieving the reduction below the regional average VMT per employee of three percent (i.e., the performance target). An Annual Status Report on the TDM Program shall be submitted to the City of Livermore Engineering Division beginning a year after the issuance of any certificate of occupancy and shall include details on the TDM strategies, including an Employer Carpool Program which has a goal to reduce VMT per employee by approximately four percent and, thus, would meet and exceed the performance target. The Employer Carpool Program shall implement a ridesharing program and establish a permanent transportation management association with funding requirements for employers. Data shall be collected in October of each year and the Annual Status*	City of Livermore Engineering Division Chief Building Official	Prior to the issuance of the first building permit	

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		Report shall be submitted by December 31st of each year. The report shall be prepared in the form and format designated by the City. The data shall include project-generated VMT estimates compatible with the methodology used to estimate the benchmark VMT so that performance comparisons can be made. If the Annual Status Report demonstrates that the project is not in compliance with the performance target set forth in this mitigation measure, the project must incorporate additional TDM strategies to meet the performance target in coordination with City staff. The project applicant/operator may propose new TDM strategies that develop over time to further reduce project-generated VMT if substantial evidence is provided to support the efficacy of the strategy. If the Annual Status Reports demonstrate that the performance target has been achieved for three consecutive years once SMP 39 and SMP 40 are both fully occupied and operational, the project shall no longer need to provide annual reporting.			
Initial Study					
I-a,b.	Would the project have a substantial adverse effect on a scenic vista? Would the project substantially damage scenic resources,	*I-1.*	*In the event that Trail Connection Option 3 – Overcrossing of Isabel Avenue/SR 84 is the selected Trail Connection Option for the proposed project, improvement plans associated with the proposed above-grade crossing shall be submitted to the City's Community Development Department for*	City of Livermore Community Development Department	In the event that Trail Connection Option 3 is the selected trail connection option for the proposed project	

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Impact Number	Impact	Mitigation Measure		Monitoring Agency	Implementation Schedule	Sign-off
	including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?		*review and approval to ensure that the proposed above-grade crossing is constructed using soft earth tone colors that help the bridge blend in with the surrounding landscape.*			
VII-a.iii, a.iv,c,d.	Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: seismic-related ground failure, including liquefaction or landslides? Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? Would the project be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial direct	*VII-1.*	*All grading and foundation plans for the development shall be designed by a Civil and Structural Engineer and reviewed and approved by the City Engineer, Chief Building Official, and a qualified Geotechnical Engineer prior to the issuance of building permits or grading permits, whichever comes first, to ensure that all geotechnical recommendations specified in the geotechnical recommendations specified in the Geotechnical Investigation prepared for the proposed project by Cornerstone Earth Group are properly incorporated and utilized in the project design.*	City Engineer Chief Building Official Qualified Geotechnical Engineer	Prior to issuance of building permits or grading permits, whichever comes first	
		VII-2.	*In the event that Trail Connection Option 2 – Undercrossing at Isabel Bridge or Trail Connection Option 3 – Overcrossing of Isabel Avenue/SR 84 is the selected Trail Connection Option for the proposed project, in conjunction with the submittal of improvement plans associated with the proposed above-grade crossing, a final design-level geotechnical report shall be prepared and submitted to the City for review and approval. The site-specific geotechnical report shall be prepared by a State-*	City Engineer	In the event that Trail Connection Option 2 or Trail Connection Option 3 is the selected trail connection option for the proposed project in conjunction with the submittal of improvement plans associated with the	

MITIGATION MONITORING AND REPORTING PROGRAM
SMP 39/SMP 40 Project

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
	or indirect risks to life or property?	*registered civil engineer with the purpose of observing and sampling the subsurface conditions encountered at the proposed undercrossing or above-grade crossing sites and providing conclusions and recommendations relative to each crossing, as proposed. The recommendations presented therein shall be based on analysis of the data obtained during the geotechnical investigation and the local experience of the civil engineer regarding similar soil and geologic conditions. All recommendations set forth in the final design-level geotechnical report shall be appropriately incorporated into the design of the project and shall be subject to review and approval by the City Engineer.*		proposed above-grade crossing	
VII-f.	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	*VII-3. The applicant shall retain the services of a professional paleontologist to educate the construction crew that will be conducting grading and excavation at the project site, as well as the off-site trail improvement areas. The education shall consist of an introduction to the geology of the project site and the kinds of fossils that may be encountered, as well as what to do in case of a discovery. Should any vertebrate fossils (e.g., teeth, bones), an unusually large or dense accumulation of intact invertebrates, or well-preserved plant material (e.g., leaves) be unearthed by the construction crew, then ground-disturbing activity shall be diverted to another part of the project site*	City of Livermore Community Development Department	Prior to any ground-disturbing activities	

MITIGATION MONITORING AND REPORTING PROGRAM
SMP 39/SMP 40 Project

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		and the paleontologist shall be called on-site to assess the find and, if significant, recover the find in a timely matter. Finds determined significant by the paleontologist shall then be conserved and deposited with a recognized repository, such as the University of California Museum of Paleontology. The alternative mitigation would be to leave the significant finds in place, determine the extent of significant deposit, and avoid further disturbance of the significant deposit. Proof of the construction crew awareness training shall be submitted to the City's Community Development Department in the form of a copy of training materials and the completed training attendance roster.			
IX-b.	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?	*IX-1. Prior to any ground-disturbing activities, the groundwater well observed along the western boundary of SMP 39 shall be assessed to determine whether it is located on-site. If the well is determined to be located on-site, the project applicant shall hire a licensed contractor to obtain the applicable abandonment permit from Alameda County Department of Environmental Health (ACDEH), and properly abandon the on-site well for review and approval by the ACDEH.* *In addition, the licensed contractor shall contact Zone 7 regarding its well located towards the middle of the SMP 39 site, and if feasible, obtain the applicable*	Alameda County Department of Environmental Health (ACDEH) City of Livermore Community Development Department	Prior to any ground-disturbing activities	

MITIGATION MONITORING AND REPORTING PROGRAM
SMP 39/SMP 40 Project

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		abandonment permit from ACDEH to properly abandon the well. Alternatively, if required by Zone 7, the applicant shall implement other measures identified by Zone 7, such as providing any necessary upgrades or adjustments to the well and/or well box elevation to match the final grade.			
		IX-2. In the event that Trail Connection Option 2 – Undercrossing at Isabel Bridge or Trail Connection Option 3 – Overcrossing of Isabel Avenue/SR 84 is the selected Trail Connection Option for the proposed project, in conjunction with the submittal of improvement plans associated with the proposed above-grade crossing, a Phase I Environmental Site Assessment (ESA) shall be prepared and submitted to the City for review and approval. The Phase I Environmental Site Assessment (ESA) shall be prepared by a licensed contractor with the purpose of observing and assessing the conditions encountered at the proposed undercrossing or above-grade crossing sites and providing conclusions and recommendations relative to any hazardous conditions or materials identified on-site. All recommendations set forth in the Phase I Environmental Site Assessment (ESA) shall be appropriately incorporated into the project and shall be subject to review and approval by the City of Livermore Community Development Department.	City of Livermore Community Development Department	In the event that Trail Connection Option 2 or Trail Connection Option 3 is the selected trail connection option for the proposed project in conjunction with the submittal of improvement plans associated with the proposed above-grade crossing	

EXHIBIT B



SMP 39 & 40

Transportation Demand Management Plan



May 28, 2024

Updated: **September 6, 2024**





SMP 39 and 40 Livermore

FINAL Transportation Demand Management Plan



Prepared for:

OMP
OVERTON MOORE PROPERTIES

Prepared by:

TDM SPECIALISTS, INC.
A Transportation Demand Management Company

(916) 214-4307

May 28, 2024
Updated: September 6, 2024

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TDM SPECIALISTS, INC. QUALIFICATIONS

TDM EXECUTIVE SUMMARY

Traffic congestion, air pollution, and adequate parking are critical concerns for the City of Livermore. Traffic congestion results in time loss for residents and commuters and increases the demand for city fiscal resources for roadway construction and maintenance.

According to The Union of Concerned Scientists, "Today's motor vehicles are still responsible for up to half of all the emissions released into the air," reflects concerns about air pollution from transportation. The Union of Concerned Scientists mentions that nearly half of the U.S. population lives in areas that don't meet federal air quality standards, with passenger vehicles and trucks being major sources of pollution, including ozone and particulate matter. According to the EPA, the transportation sector contributes significantly to greenhouse gas emissions, accounting for about 28% of the total U.S. emissions from mobile sources.[1] In the Bay Area, the transportation sector accounts for more than 50 percent of air pollution and more than 40 percent of greenhouse gas emissions.[2]

The SMP 39 and 40 Livermore project applicant has prepared a Transportation Demand Management (TDM) Plan for its proposed use to meet a four percent vehicle miles traveled (VMT) reduction. The four percent is identified in the mitigation measures in the environmental impact report (EIR) and was based on the Vehicle Miles traveled (VMT) Forecasting and Analysis from the Traffic Impact Analysis (TIA), prepared by TJKM Transportation Consultants and found under Chapter 9.4.2 in the TIA. The TDM plan meets the required approval conditions. Using the Alameda County Transportation Commission (ACTC) VMT mitigation tool, the TIA calculated that implementation of Mitigation Measure 4.8-3 would reduce the project-specific VMT per employee by a minimum of four percent, or to 16.06, which would be below the applicable VMT per employee significance criteria of 16.20. Therefore, implementing the following mitigation measure would reduce the above potential impact to a less-than-significant level.

This TDM Plan addresses alternatives to on-site parking needs and promotes employee commuter options that reduce drive-alone travel. This plan also supports alternative transportation mode-use goals that address Livermore's traffic and air quality concerns.

TDM measures specifically developed for the project include various infrastructure and incentive-based actions, which encourage all forms of alternative transportation mode use, such as carpooling, vanpooling, telecommuting, public transit, bicycling, and walking.

A public benefit contribution further supports the TDM goals. The SMP 40 project will help construct a multi-use trail or infrastructure improvements to the Arroyo Mocho Trail to reduce automobile travel by promoting greener transportation alternatives to achieve the city's goal of reducing automobile travel.

[1] https://www.ucsusa.org/resources/vehicles-air-pollution-human-health
[2] Bay Area Air Quality Management District, Aaron Richardson, Public Information Officer

The applicant or tenant will attempt to coordinate with other property owners in the Oak Business Park Association to review opportunities to develop a Transportation Management Association (TMA).

The project's alternative transportation mode-use rate will be evaluated annually, with the first project-wide commute survey conducted one year after the occupancy of each building.

This TDM plan's measures and elements are consistent with other TDM plans and commute programs in Livermore. A summary list of proposed commercial TDM measures may include:

TDM Infrastructure and Physical Measures

- Pedestrian connections, pathways, outdoor seating areas, and green space
- Bicycle Facilities
    - long-term and short-term bike parking
    - off-site trail connections
- Carpool and vanpool parking spaces
- On-site project amenities (e.g., bicycle facilities, bike/ped pathways, multi-use trail)
- Mobile and delivery services

Programmatic TDM Measures

- Applicant-driven TDM measures
    - Develop a carpool program guide for tenants/employers
    - Transportation information kiosks
    - Provide tenants with Commute resource flier
    - Incorporate Tenant Performance Language – TDM and Trip Reduction Goals
    - Coordinate with Oak Business Park owners regarding a TMA

- Tenant-driven TDM measures
    - Employee Transportation Coordinator
    - Implement an employee carpool program
    - Distribute commuter information materials
    - Promote the free guaranteed ride home program
    - Register in the Bay Area Commuter Benefits Program[3]
    - Participate in annual employee commute survey effort

TDM Monitoring and Reporting

- Project-wide commute survey for the first five years
- TDM/trip reduction reporting for the first five years

The TDM Plan meets the TDM requirements outlined in the SMP 39 and 40 Livermore Conditions of Approval.

[3] https://511.org/employers/commuter-benefits-program

1.0 INTRODUCTION AND PURPOSE

The SMP 39 and 40 Livermore TDM Plan meets the project's needs, considering the site's logistical resources, challenges, and opportunities. The TDM measures in this plan identify elements and actions that commit the applicant or tenant to their implementation.

The construction of TDM infrastructure and the implementation of employee programs will increase pedestrian, bicycle, carpool, and transit uses. When followed, this TDM Plan reduces single-occupancy vehicle trips associated with the project in compliance with the TDM strategies outlined in the project's EIR Mitigation Measures.

Minimizing traffic congestion and air pollution are critical concerns in maintaining a healthy quality of life and economy for Livermore and its residents. Traffic congestion results in time lost to commuters and increased demand for City fiscal resources for roadway construction and maintenance.

The SMP 39 and 40 Livermore TDM Plan describes mitigation measures that create guidelines for employee commute programs. Other contributing and complementary sustainable building efforts include applicable portions of California's Green Building standards.

The plan includes TDM measures such as secure bicycle parking, transportation program information, and designated parking for carpool and vanpool vehicles. The applicant or tenant will monitor the project's trip reduction activities and transportation mode-use rate annually for the first five years. The first project-wide commute survey will be conducted one year after the occupancy of each building. The applicant or tenant will collect survey data each year in October and submit it by December 31. Five-year reporting requirements will reset when a new use occupies any portion of the SMP 39 or 40 property.

According to the March 25, 2024, Conditions of Approval, the project shall develop a TDM Program for SMP 39 and 40, as noted in Attachment 1 of the Environmental Impact Report Mitigation Monitoring and Reporting Program. The trip reduction goal is four percent. The four percent is identified in the mitigation measures in the EIR and was based on the VMT Forecasting and Analysis from the TIA, prepared by TJKM Transportation Consultants and found under Chapter 9.4.2 in the TIA. TDM programs may include a carpool program for tenants/employers, trip reduction lease language, and other TDM programs, including bicycle and carpool parking facilities and a guaranteed ride home program.

Transportation Demand Management Definition

TDM combines services, incentives, facilities, and actions that reduce single-occupant vehicle (SOV) trips to relieve traffic congestion, parking demand, and air pollution problems. Goal achievements through the effective utilization of a TDM Plan will include the following:

- *Reduce parking demand by converting SOV trips to an alternate mode of transportation (e.g., transit, carpool or vanpool, bicycling, or walking).*
- *Shift travel to less congested routes by providing traveler information systems that warn motorists about delays or alternative routes.*
- *Support other technological solutions (e.g., compressed natural gas, electric/hybrid vehicles, or zero-emission vehicles).*
- *Eliminate or shift trips from peak periods (e.g., flexible schedules, compressed workweeks, or telecommuting).*

In more familiar terms, ridesharing refers to TDM. Employers who offer and actively promote commute options can improve workplace attendance, productivity, and morale, as commuting employees can experience stress and frustration long before their workday officially begins. Moreover, transportation choices improve communities and business environments by decreasing VMTs, traffic congestion, and GHG emissions.

2.0 PROJECT DESCRIPTION

SMP 39 is a rectangular-shaped, 51.9-acre parcel located south of the Livermore Municipal Airport and Jack London Blvd. and north of the Livermore gravel quarries and industrial ponds. The existing Oaks Business Park is to the east. SMP 39 would be developed with up to six light industrial buildings totaling approximately 755,500 sf of new building space. The buildings are conceptually proposed currently. They would range in size from 89,400 sf to 183,600 sf and would each include between eight to 34 dock doors for a total of 104 dock doors. The applicant will provide 1,647 parking stalls at the SMP 39 site, which contains 104 truck/trailer stalls.

As part of the SMP 39 development, Jack London Blvd. will be widened and improved with a multi-use trail and new bike lanes, aligning with the City's Active Transportation Plan and linking to the existing path along the western boundary of the Oaks Business Park. The proposed bike lane is 6' wide, and the multi-use trail will include a 10' wide asphalt path and a 6' gravel path that will match the existing bike and multi-use trails to the west.

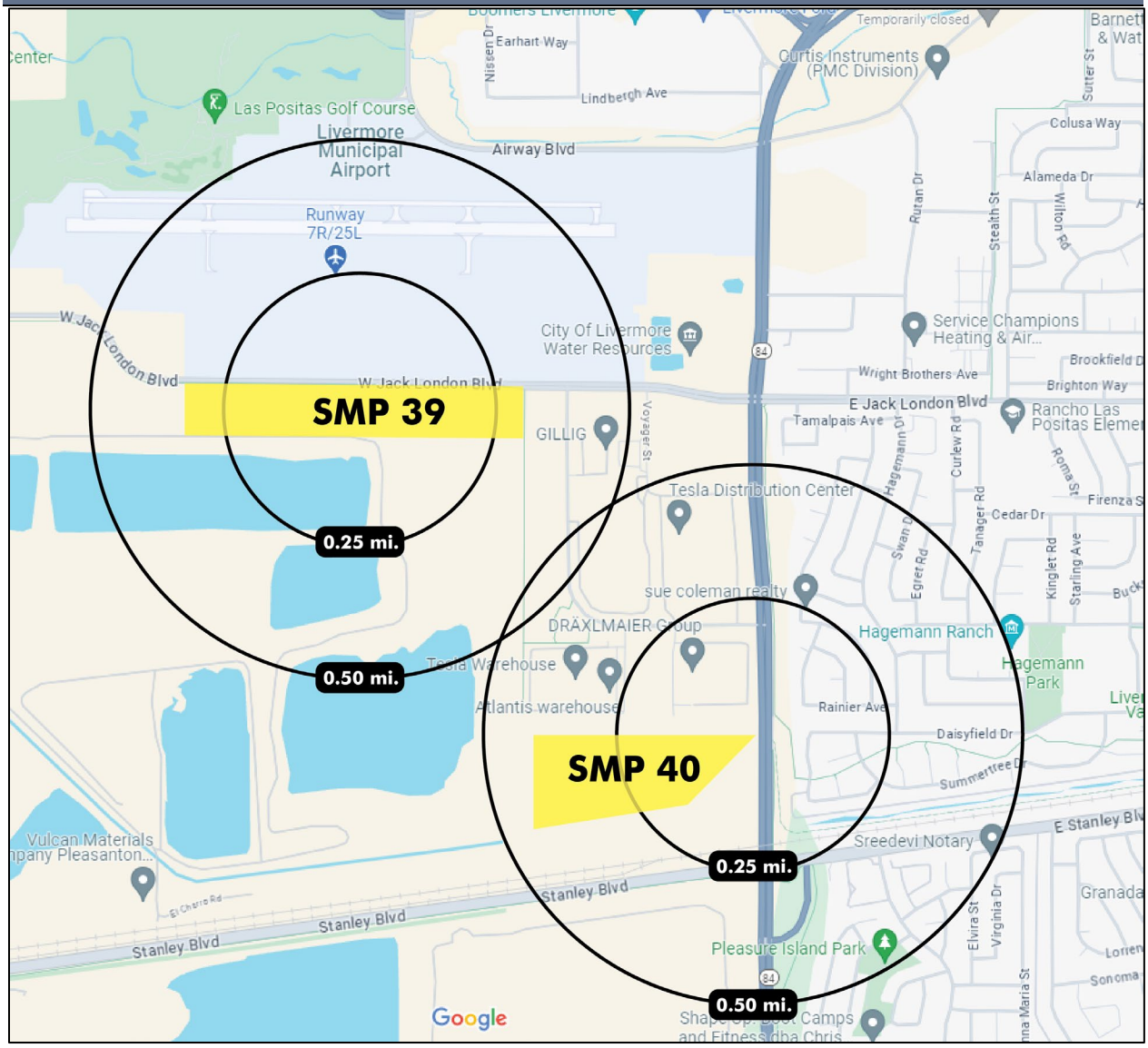
SMP 40 is a 40.5-acre parcel situated south of the Oaks Business Park and west of Isabel Avenue/State Highway 84 in Livermore, north of the Arroyo Mocho. The project will involve public improvements, including streets, utilities, and trails, focusing on pedestrian and bicycle-friendly connections.

The proposed development will feature two industrial buildings, totaling approximately 759,275 square feet of new space, accompanied by internal roadways, parking, landscaping, utilities, and other site improvements. A paved, at-grade trail will be constructed along the perimeter of SMP 40, aligning with the City's Active Transportation Plan (ATP). This on-site trail will link SMP 39 to the existing path along the western boundary of the Oaks Business Park and

extend to the Arroyo Mocho Trail through a new off-site connection east of Isabel Avenue/State Route 84.

Below is a map of the SMP 39 and SMP 40 project locations.

Figure 1 – SMP 39 and 40 Livermore - Project Location Map



This TDM Plan addresses employee vehicle trips associated with an industrial setting. It contains the appropriate measures and elements consistent with other East Bay Area commute programs.

Table 1 below shows trip reduction measures to be implemented and monitored. The table estimates the range of trip reduction impacts by the California Air Pollution Control Officers

Association (CAPCOA). The proposed transportation measures are expected to be implemented from initial occupancy, reducing VMT by four percent (or more).

Table 1 – VMT Reduction Measures

Transportation						
Category	Strategy	2010 Quantifying Greenhouse Gas Mitigation Measures Range of Effectiveness[1]			2021 Handbook for Analyzing GHG Emission Reductions[2]	
		CAPCOA Measure Number[1]	Minimum Percent Reduction in VMT & GHG	Maximum Percent Reduction in VMT & GHG	Handbook Measure Number[2]	GHG/VMT Mitigation Potential
Infrastructure	Provide Pedestrian/Bicycle Network Improvements	SDT-1 (pg 186)	0.0%	2.0%	T-17 (pg 126)	6.4%
	Locate Project near Bike Path/Bike Lane	LUT-8 (pg 181)	0.625%	0.625%		
	Dedicate Land/Improvements for Bike Trails	SDT-9 (page 206)			T-18-A, B or T-19 (pg 129-137)	0.2% - 0.8%
Trip Reduction Programs	Implement Mandatory Commute Trip Reduction Programs – Required Implementation/Monitoring	TRT-2 (pg 223)	4.2%	21.0%	T-5 (pg 79)	26.0%
	Guaranteed Ride Home Program					
	Carpooling encouragement					
	Provide Ride-Sharing Programs	TRT-3 (pg 227)	1.0%	15.0%	T-7 (pg 85)	8.0%
	Preferential carpool parking					
	Flexible work schedules for carpools					
	Transportation coordinator					
	Vanpool assistance					
	Provide End of Trip Facilities/Bicycle parking	TRT-5 (pg 234)			T-9 (pg 93)	4.4%
	Implement Commute Trip Reduction Marketing	TRT-7 (pg 240)	0.8%	4.0%	T-6 (pg 82)	4.0%
	Monitoring and Reporting					
	Total Percent VMT Reduction Range		**6.6%**	**42.6%**		**49.0%**

1. California Air Pollution Control Officers Association (CAPCOA): Quantifying Greenhouse Gas Mitigation Measures, 2010
https://www.aqmd.gov/docs/default-source/ceqa/handbook/capcoa-quantifying-greenhouse-gas-mitigation-measures.pdf
2. CAPCOA Handbook for Analyzing GHG Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity, 2021
https://www.airquality.org/ClimateChange/Documents/Handbook%20Public%20Draft_2021-Aug.pdf

SECTION I – TDM INFRASTRUCTURE AND PHYSICAL MEASURES

The following physical infrastructure measures will support alternative transportation commuters. TDM components are planned for installation during the project's construction.

3.0 PEDESTRIAN CONNECTIONS (T-17)



The project's construction will include safe, convenient, and well-lit pedestrian paths utilizing the most direct route to nearby amenities and bicycle connections.

Lighting, landscaping, and building orientation will enhance pedestrian safety and include patio spaces/widened sidewalk areas.

Creating a pedestrian-oriented environment ensures access between public areas and private development while strengthening pedestrian and bicycle connections.

The project's pedestrian continuity may also be enhanced by:

- Pedestrian pathways enhanced vehicular concrete crosswalks
- Outdoor seating and meeting areas
- Recessed door and window features to further the walkable vicinity of the building
- Landscaped areas to serve visitors and passersby at the entry to the building
- In-ground plantings and sidewalks
- Decorative paving, improved lighting, and pedestrian pole lights
- Picnic tables, seating nooks, and patios
- Network improvements connecting to the Arroyo Bike Trail

4.0 BICYCLE AMENITIES (LUT-8)

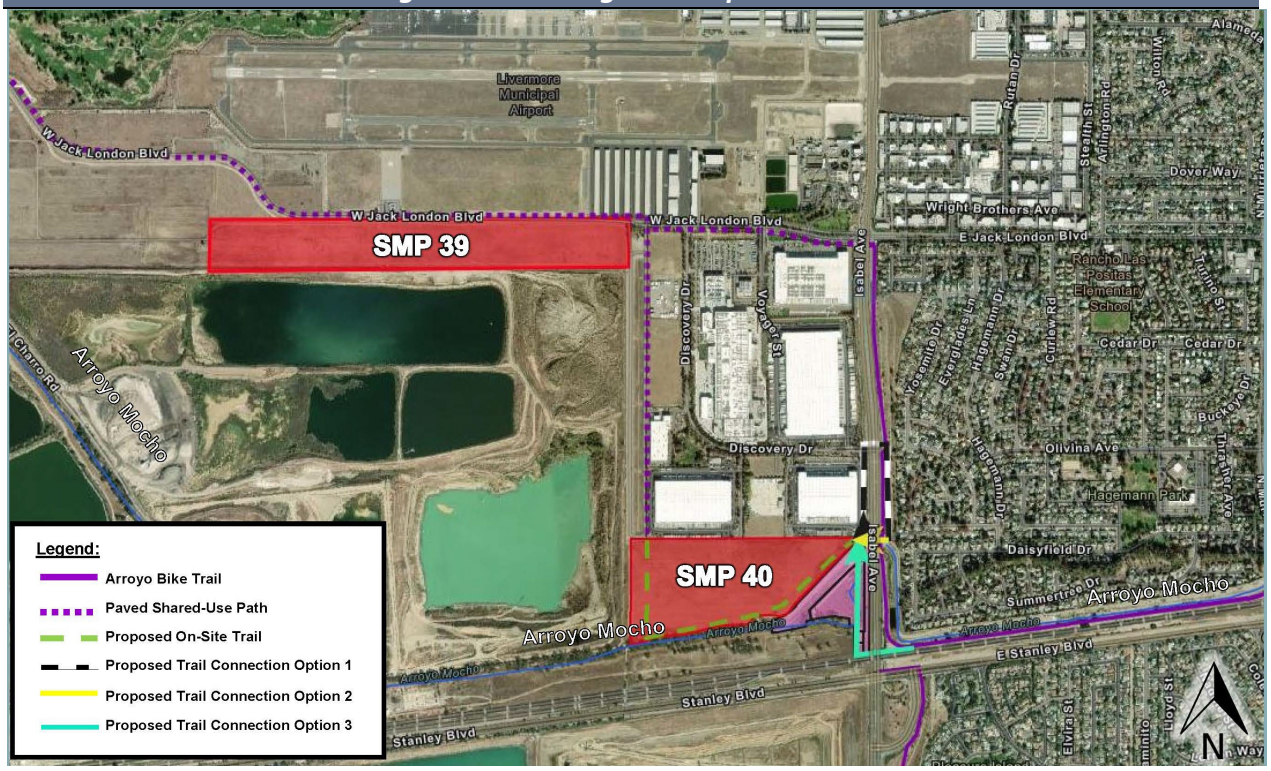


There are existing connections to the existing paved shared-use path along E. Stanley Blvd. and Isabel Ave. Class II (on-street) bike lanes are along Stanley Blvd. and the Iron Horse Trail, offering direct access to the project.

Nearby bicycle trails and lanes will provide employees with a viable and realistic commuter option. Network improvements connecting to the Arroyo Bike Trail are planned to enhance bicycle amenities.

Below is an image of existing and proposed trails.

Figure 2 – Existing and Proposed Trails



Below is the City of Livermore Bikeways Map. Page 9 shows a bike route from the project site to the Livermore Transit Center, 2.4 miles away, representing an 11-minute ride.

Figure 3 – City of Livermore Bikeways Map

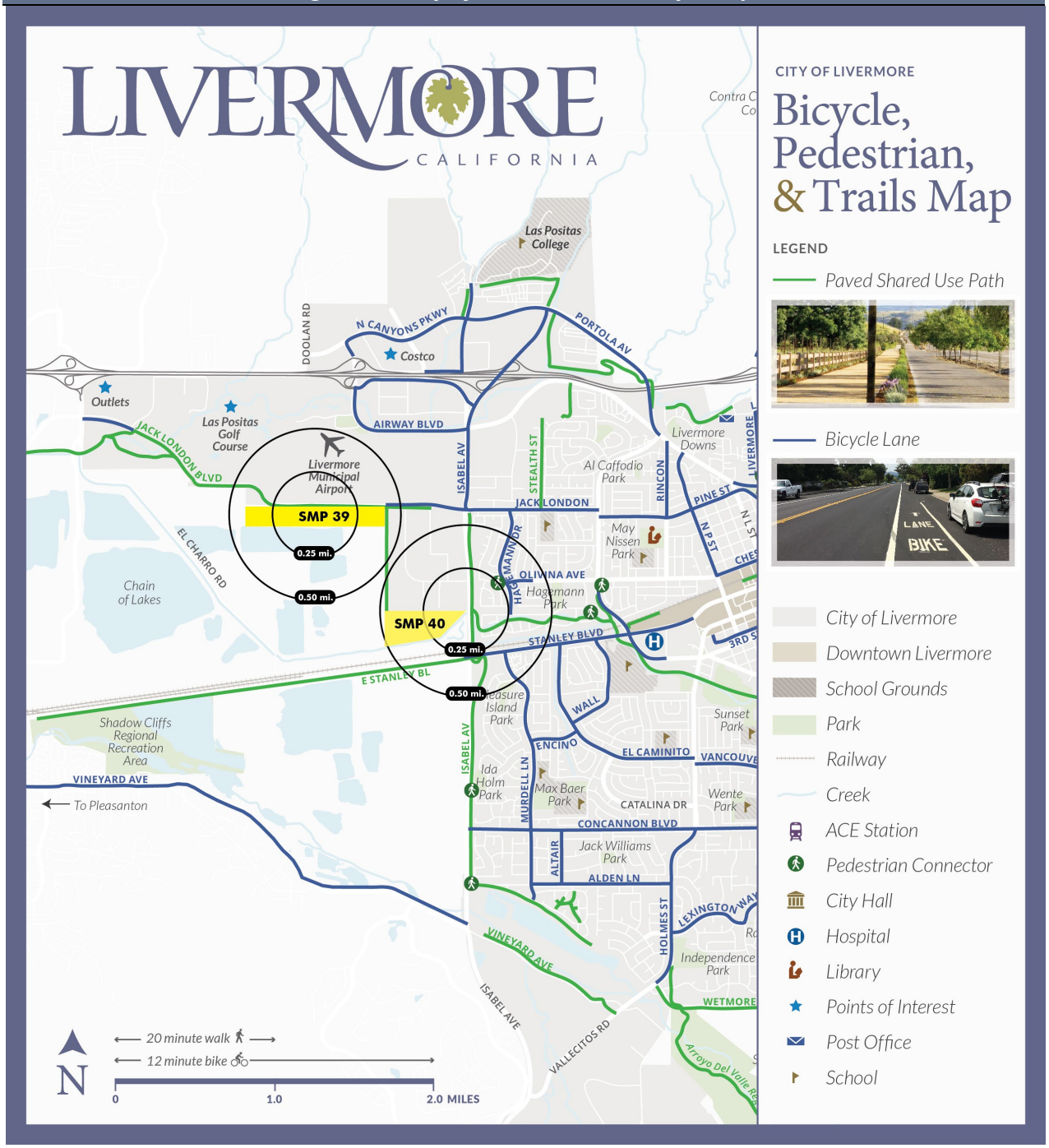


Figure 4 – SMP 39 Bike Route to Livermore Transit Center

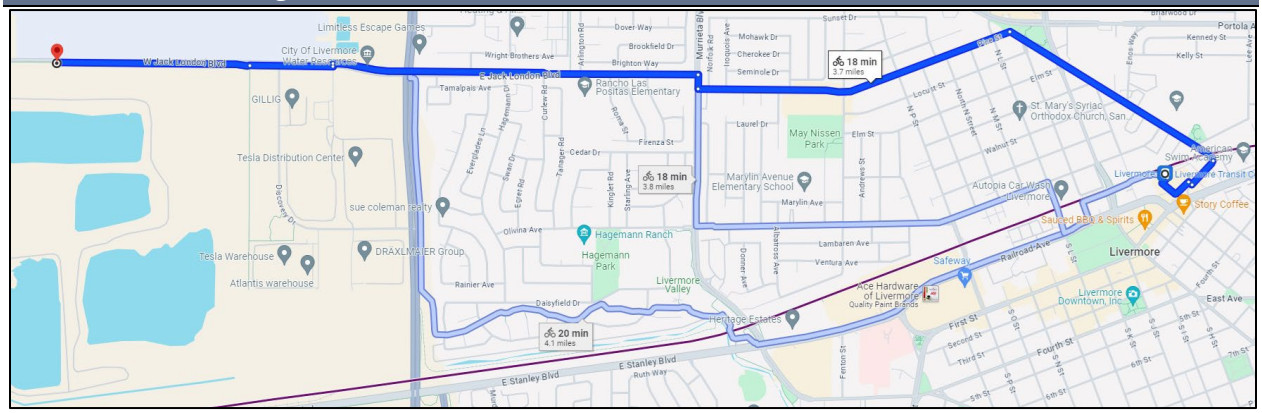
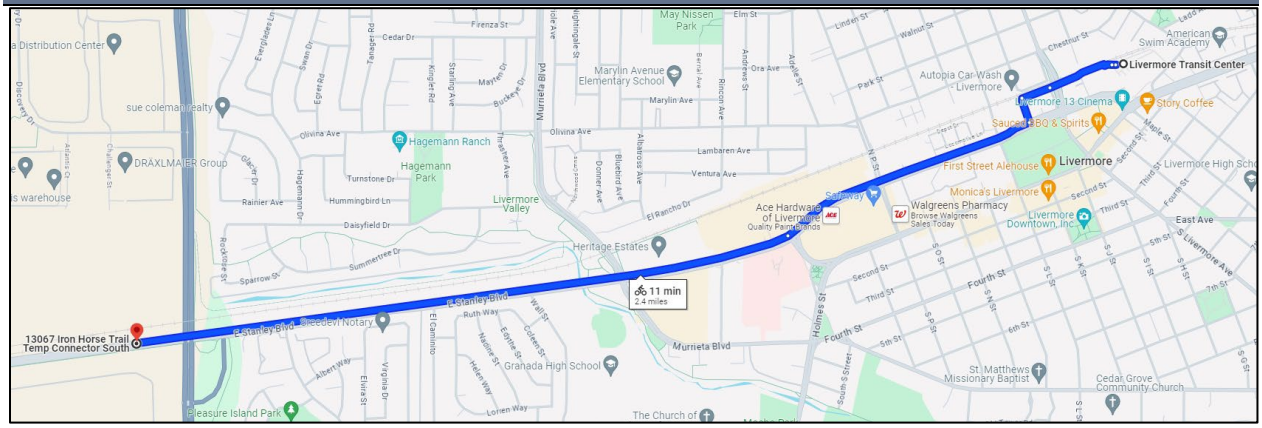


Figure 5 – SMP 40 Bike Route to Livermore Transit Center



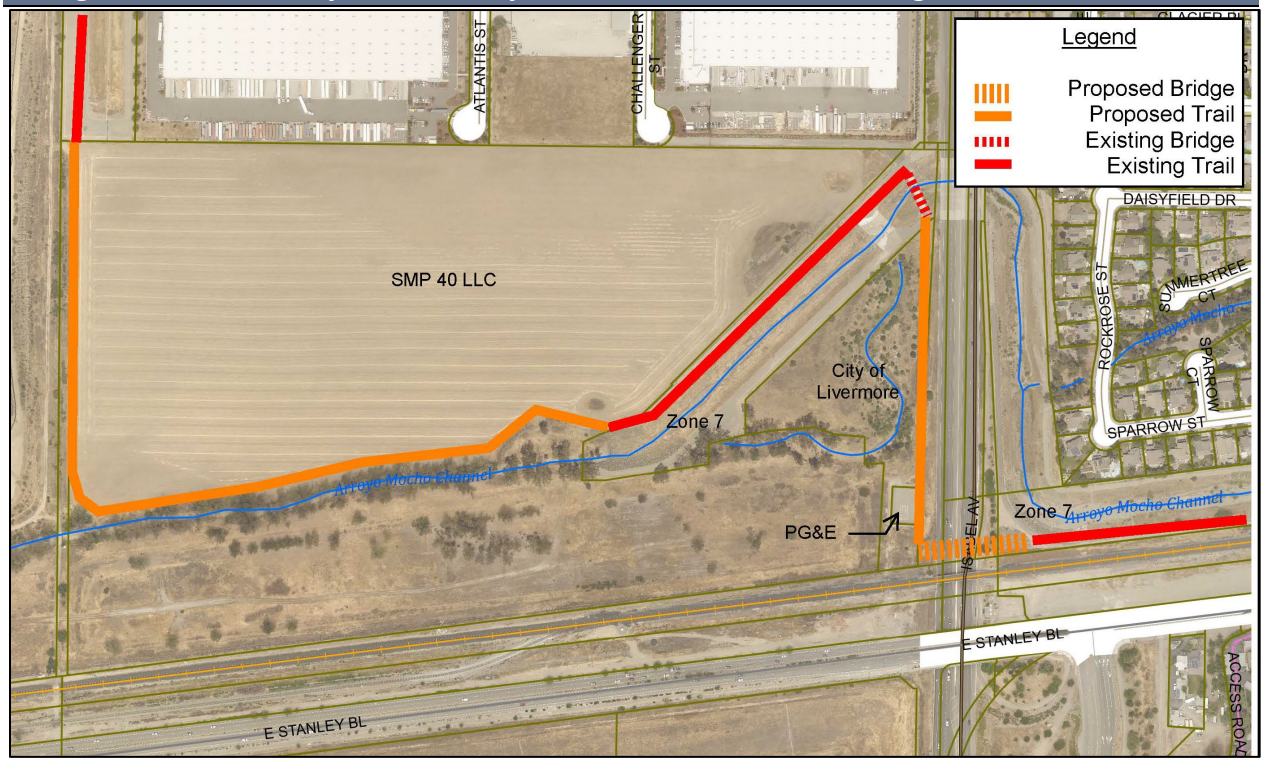
Multi-Use Public Trail (T-18-A, B or T-19)

As part of the SMP 39 development, Jack London Blvd. will be widened and improved with a multi-use trail and new bike lanes, aligning with the City's Active Transportation Plan and linking to the existing path along the western boundary of the Oaks Business Park.

Figure 6 below shows the proposed SMP 40 on-site trail improvement connecting the existing trail. It will be a multi-use path with 10' wide asphalt and 5' gravel paths.

Additionally, the project will construct a multi-use pedestrian/ bike bridge over Isabel Ave (Highway 84). The image below shows the proposed connection plan. These network improvements connect to existing Livermore bike/ped trails on the east side of Isabel.

Figure 6 – Preliminary SMP 40Arroyo Bike Trail Connection – Bridge Over Isabel Avenue



Bicycle Storage (T-9)

Development at SMP 39 is not yet known. The project plans do not include the number of long-term bike storage numbers, short-term bike rack numbers, or the location of outdoor bike rack areas. Before the development permit is issued, SMP 39 will identify the appropriate number of bicycle facilities to meet city code requirements.

At SMP 40, 76 bicycle parking facilities/stalls will be provided on-site, at no charge, for bicycle commuters and visitors.

Long-Term Bicycle Parking (T-9)

SMP 40 building shell shall include 38 Class I (long-term) secure and covered bicycle parking facilities (24 in Building 1 and 14 in Building 2). On the right is a sample photo of stand-alone indoor racks providing Class I bicycle parking.



Short-Term Bicycle Parking (T-9)

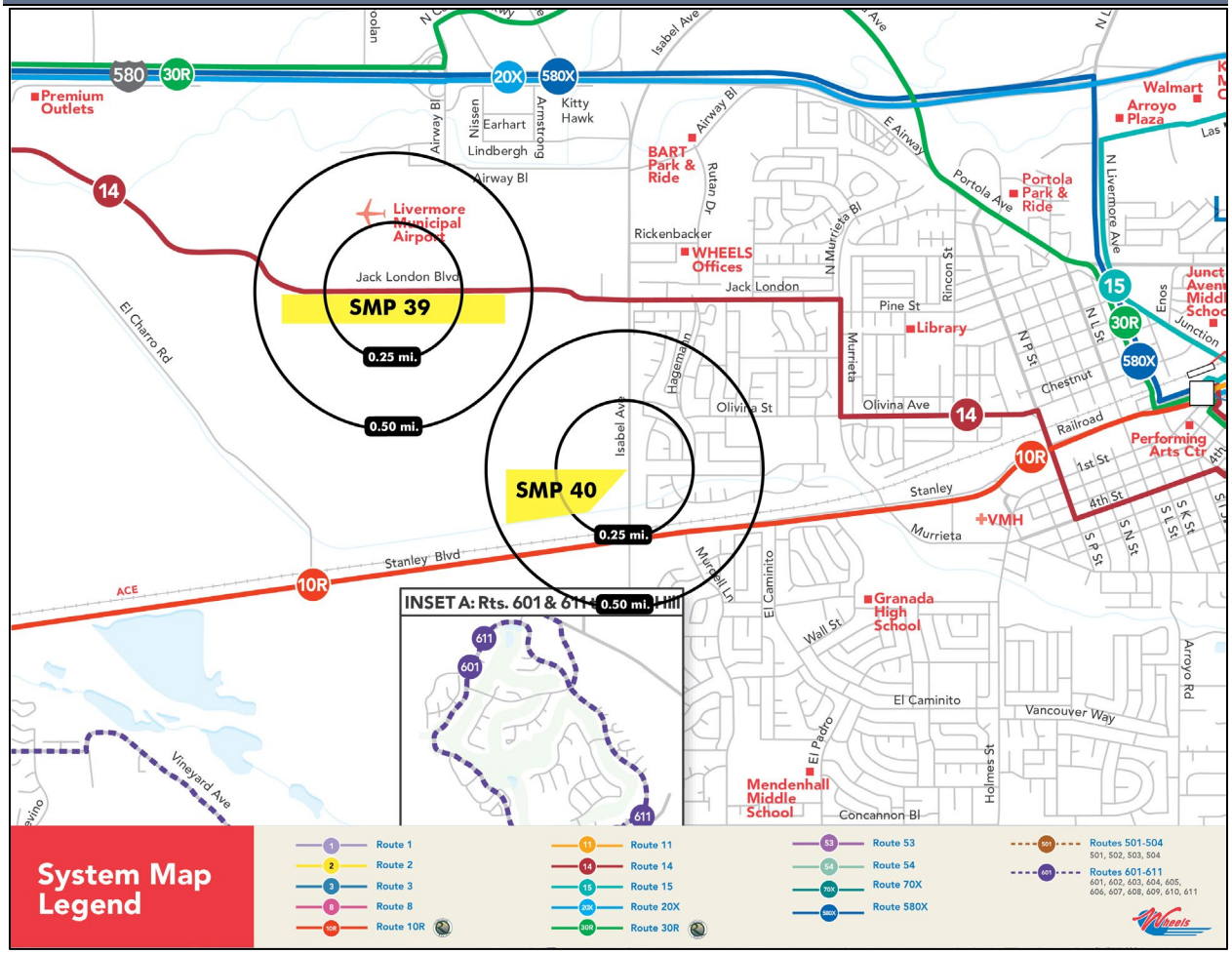
Shown below is a Class II (short-term) bicycle rack example. Class II secure bicycle racks are "U racks," or equivalent, and must attach the frame and both wheels. The SMP 40 project is locating 38 bike racks (24 at Building 1 and 14 at Building 2) near each building entrance to provide a constant visual of the racks.



5.0 TRANSIT INFRASTRUCTURE

The advantages of these projects are their proximity to Route 10R and Route 14 Wheels Transit services. Below are maps of nearby transit resources near the projects.

Figure 7 – SMP 39 & 40 Public Transit Access Map



The Wheels Route 14 provides 41 daily trips and connects with the Livermore Transit Centers and East Dublin/Pleasanton BART. Wheels Route 10R connects with the Livermore Transit Center and the East Dublin/Pleasanton BART. Route 10R offers 120 trips per weekday. Most Wheels buses allow bikes to be on board. Page 15 is a map of Routes 14 and 10R.

Table 2 SMP 39 Transit Resources

Route	Span of Service	Weekday Trips	Communities Served
14 Wheels Bus	7 Days/Week 6:29 a.m. - 9:17 p.m.	41	Livermore Transit Center, Pacific/Dolores, **Stanley & Murdell**, Olivina/ Murrieta, SF Premium Outlets, Stoneridge/Santa Rita, and Pleasanton BART
Total VTA Bus Trips/Weekday		**41**	

* All buses and trains are lift equipped for handicapped, elderly, or those in need.

Red Font represents the closest transit resource to the project site.

Blue Font represents connecting transit Centers/Stations

Table 3 SMP 40 Transit Resources

Route	Span of Service	Weekday Trips	Communities Served
10R Wheels Bus	7 Days/Week 4:20 a.m. - 10:46 p.m.	120	Livermore Transit Center, Valley Care Livermore Campus, **Stanley & Murdell**, Neal & First, Santa Rita & Valley, and E Dublin/Pleasanton BART
Total VTA Bus Trips/Weekday		**120**	

* All buses and trains are lift equipped for handicapped, elderly, or those in need.

Red Font represents the closest transit resource to the project site.

Blue Font represents connecting transit centers/stations

6.0 PARKING MANAGEMENT

The willingness to participate in ridesharing or transit alternatives directly links parking convenience, availability, and constraints. The project proposes providing 742 total surface parking spaces.

Carpool, Clean Air, Vanpool, and Electric Vehicle Parking (T-7)



The California Green Building Code identifies that new projects designate carpool parking spaces and other "clean-air" vehicles. Carpool parking provides an excellent incentive that sends a clear visual message to employees that alternative transportation is essential and offers benefits and rewards to those who use it.

Development at SMP 39 is not yet known. The project plans do not include the number of electric vehicle (EV) capable and EV-installed parking stalls.

The SMP 40 project will install 150 EV-capable and EV-installed parking spaces for low-emitting, carpool, vanpool, motorcycle, and electric cars.

While EVs do not reduce SOV trips of VMTs, they are qualified "clean-air" vehicles and are eligible to park in carpool spaces.

Preferential Parking Space Placement (T-7)

An effective means of encouraging employees to carpool and vanpool is to reserve the preferred parking spaces (premium, convenient locations close to buildings in the shade or within 100 feet of employee entrances) for the exclusive use of carpools, vanpools, motorcycles, and clean-fuel vehicles.

The applicant or tenant will strip the parking space pavement and provide appropriate signage for preferential parking at locations within 100 feet of an employee entrance.

Figure 8 – Wheels Bus Route 14

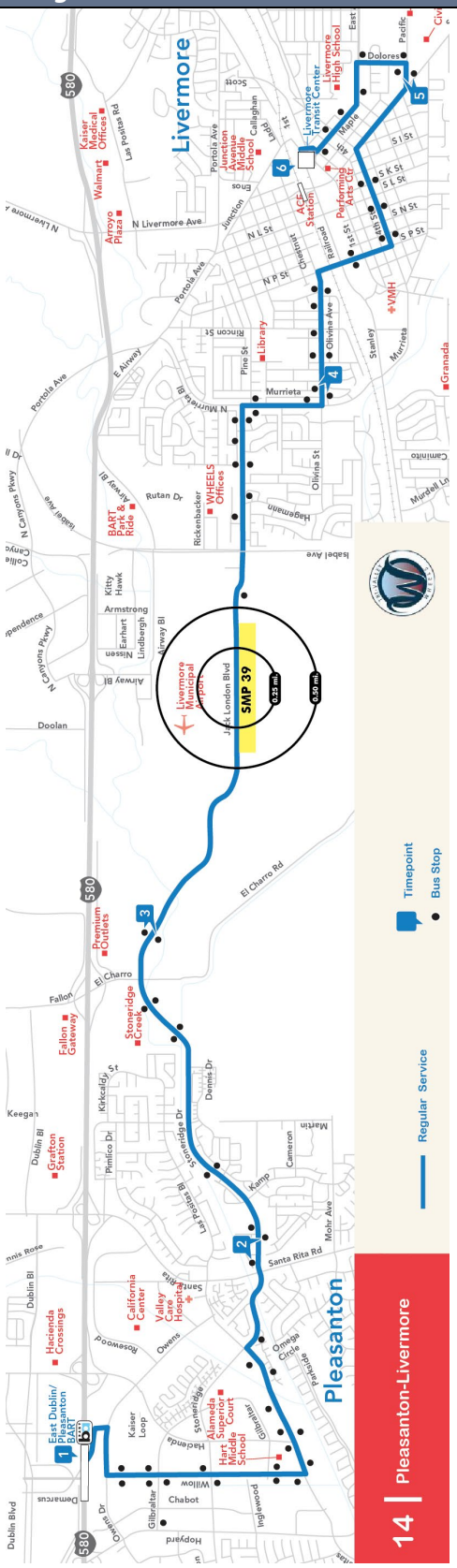
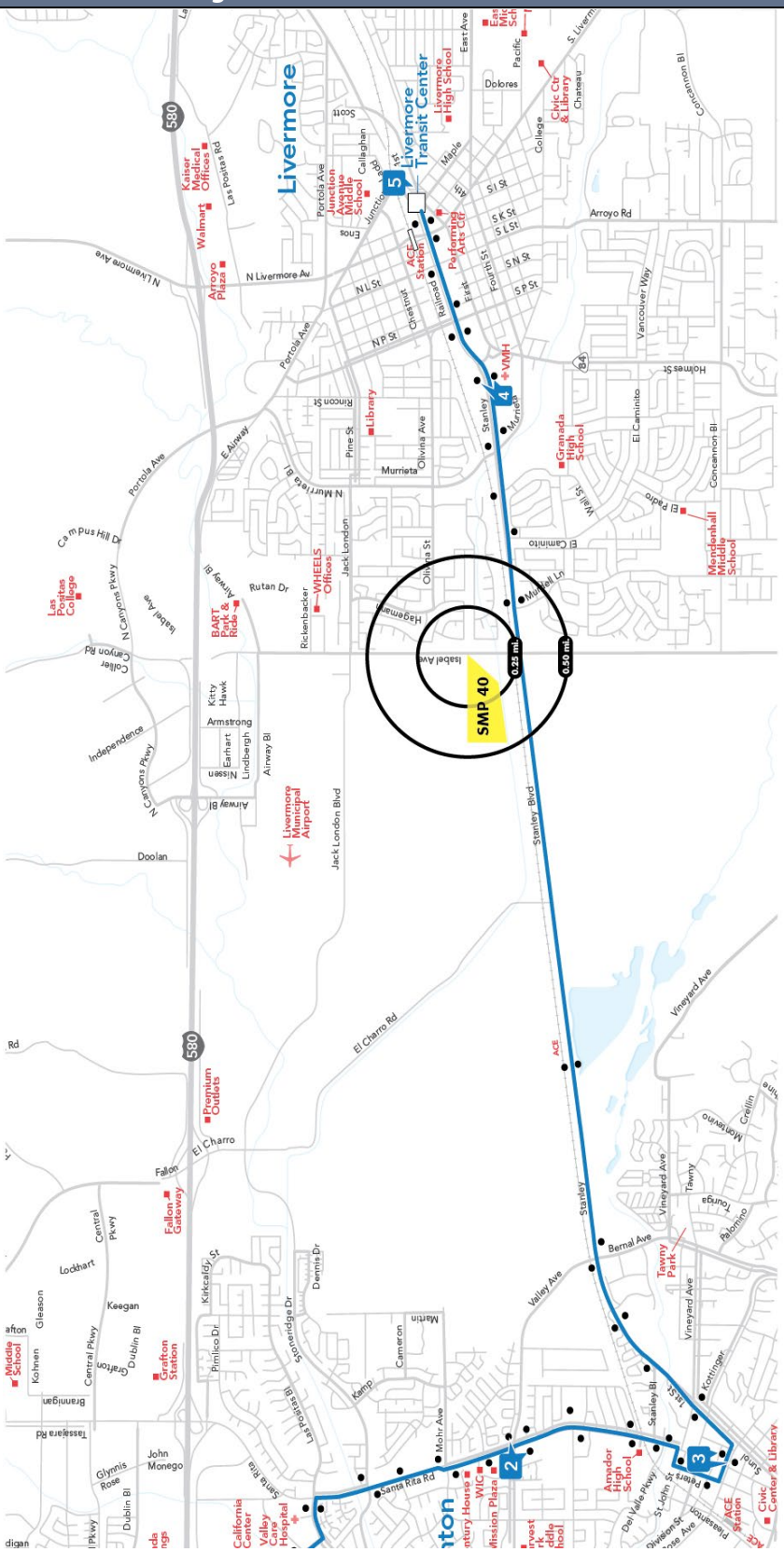


Figure 9 – Wheels Bus Route 10R



7.0 PROJECT AMENITIES

Below is a list of on-site amenities planned for installation at the project. Amenities provide employees with a full-service work environment, eliminating or reducing the need for an automobile to make midday trips increases non-drive-alone rates. Often, employees perceive their dependence upon the drive-alone mode because of errands and activities they must carry out in different locations.

By reducing this dependence through providing services and facilities at the worksite, outcomes are expected to show an increase in alternative mode use of commute-based trips. A list of on-site amenities for the project includes:

On-site Amenities

- Long-term secure bike parking and short-term bicycle racks (T-9)
- Carpool and vanpool parking
- Transportation information kiosks (T6)
- Outdoor seating areas
- Multi-use trail (T17)
- Electric vehicle charging stations

Mobile and Delivery Services - Conceptual

Future SMP 39 and 40 Livermore project tenants will have access to many mobile and delivery services. Attached is a list of food trucks and mobile services tenants may contact at their discretion.

Figure 10 – SMP 40 TDM Site Plan

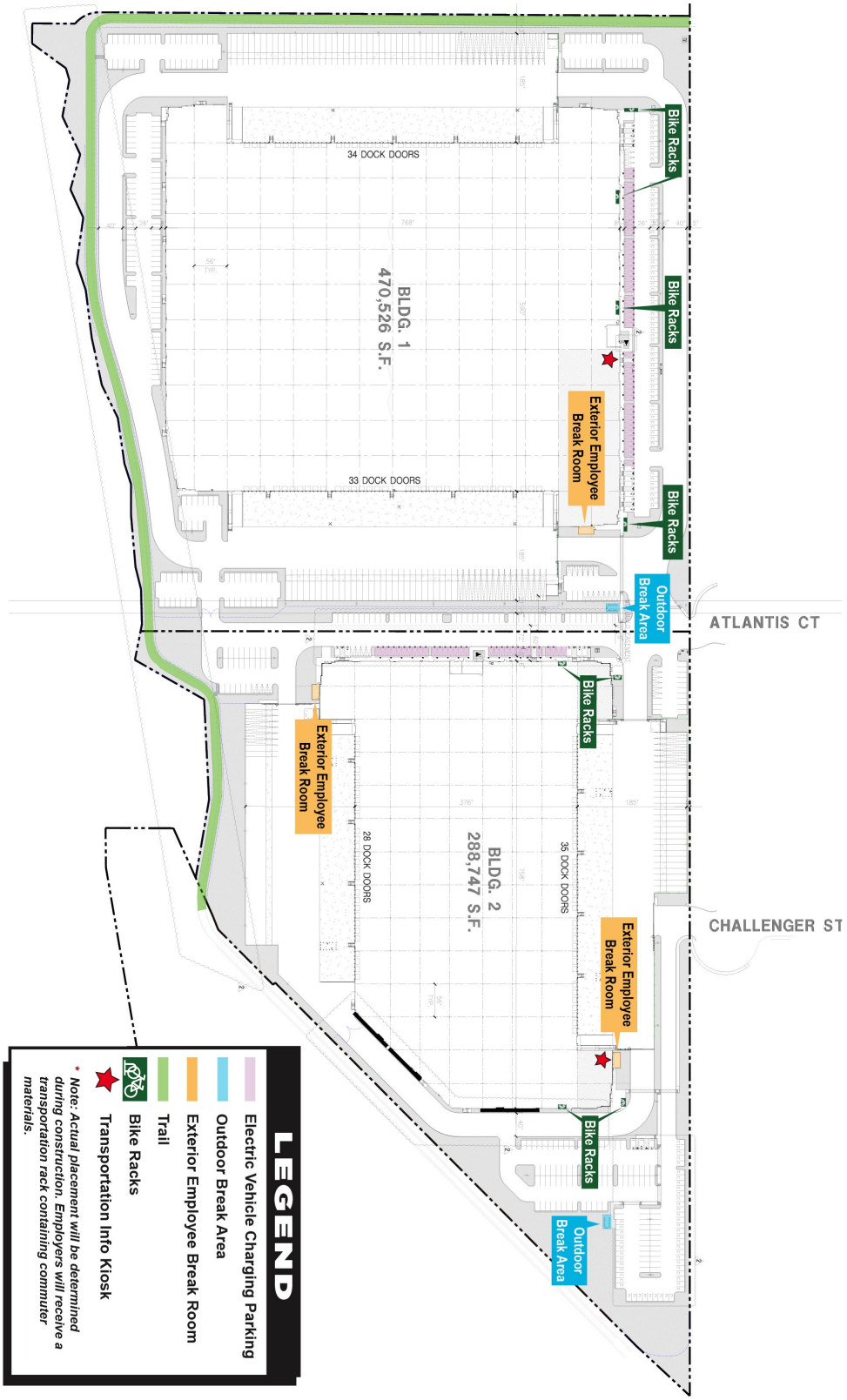
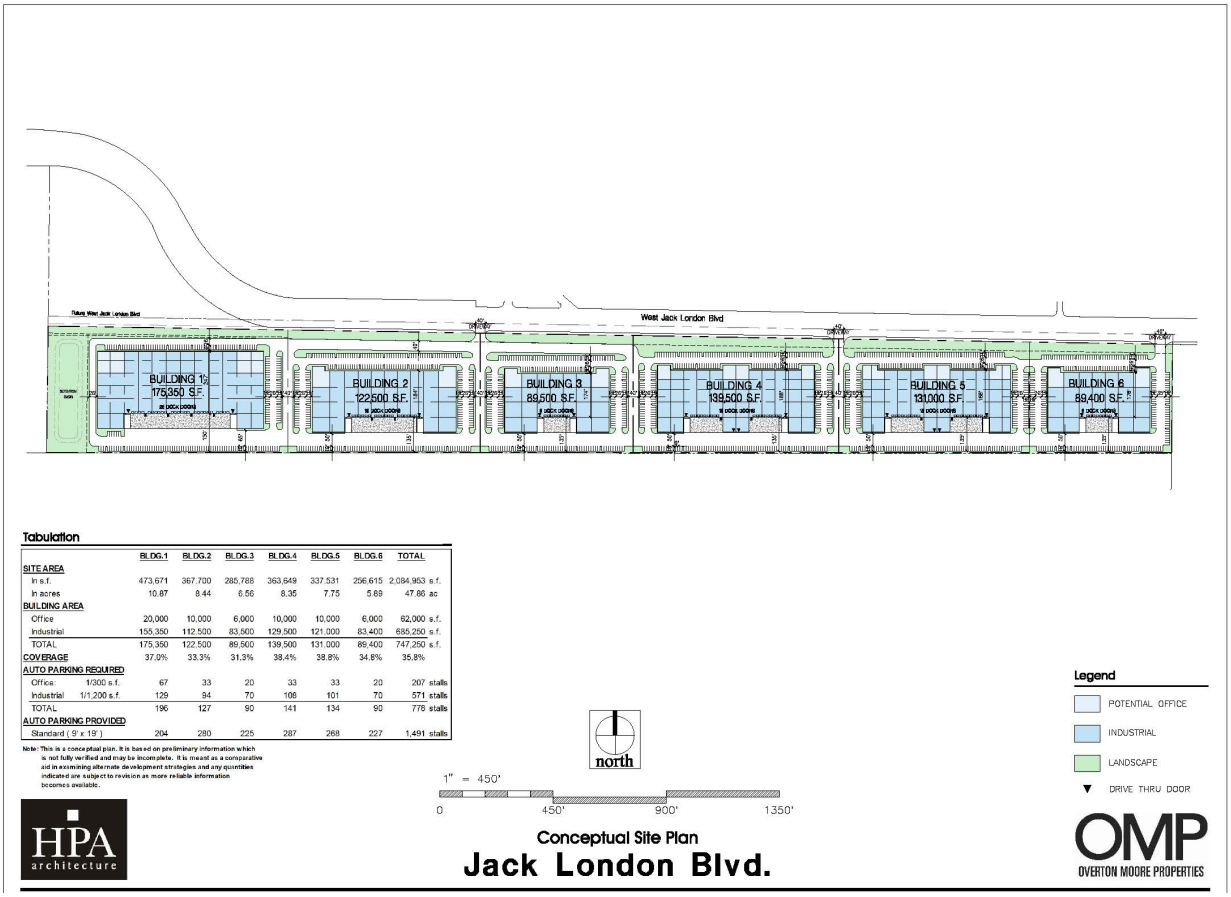


Figure 11 – Illustrative for SMP 39 TDM Site Plan



Tabulation

	BLDG.1	BLDG.2	BLDG.3	BLDG.4	BLDG.5	BLDG.6	TOTAL
SITE AREA							
In s.f.	473,671	367,700	285,788	363,649	337,531	256,615	2,084,953 s.f.
In acres	10.87	8.44	6.56	8.35	7.75	5.89	47.86 ac
BUILDING AREA							
Office	20,000	10,000	6,000	10,000	10,000	6,000	62,000 s.f.
Industrial	155,350	112,500	83,500	129,500	121,000	83,400	685,250 s.f.
TOTAL	175,350	122,500	89,500	139,500	131,000	89,400	747,250 s.f.
COVERAGE	37.0%	33.3%	31.3%	38.4%	38.8%	34.8%	35.8%
AUTO PARKING REQUIRED							
Office: 1/300 s.f.	67	33	20	33	33	20	207 stalls
Industrial: 1/1,200 s.f.	129	94	70	108	101	70	571 stalls
TOTAL	196	127	90	141	134	90	778 stalls
AUTO PARKING PROVIDED							
Standard (9' x 19')	204	280	225	287	268	227	1,491 stalls

Note: This is a conceptual plan. It is based on preliminary information which is not fully verified and may be incomplete. It is meant as a comparative aid in examining alternate development strategies and any quantities indicated are subject to revision as more reliable information becomes available.

SECTION II – PROGRAMMATIC TDM MEASURES

The following programmatic measures will enhance the TDM program's success, and upon implementation, they create the "SMP 40 Livermore Commute Program." These TDM components will require the tenants/employers to conduct commuter program outreach and engagement marketing to their employees as part of their occupancy agreements.

8.0 APPLICANT-DRIVEN TDM MEASURES

Carpool Program Guide for Tenants (T-7)

The applicant has prepared a draft Carpool Program guide for tenants. The Carpool Program guide includes an overview of the carpool program, its benefits, and the employer's commitment to sustainability and reducing traffic congestion. Attached is the sample Carpool Program guide.

Transportation Commuter Kiosk (T-6)

A transportation information kiosk provided in employee breakrooms or entrance lobbies will contain transportation information such as bus schedules, bicycle maps, commuter materials, guaranteed ride home information, and carpool ride-matching incentives. Each tenant will receive a kiosk unit and resource materials for their employees to create a commuter corner per the lease agreement.



Information will be updated periodically by the employee transportation coordinator. Shown at the right is a sample commuter information table.

Commuter Resource Flier (T-6)

All new employees will receive a commute resource flier. This flier will include (but not be limited to) information about carpool parking, a vanpool program, transit opportunities, ride-matching services, bicycle routes, and the free emergency ride home program.

Fliers will be available at the commute resources kiosks and integrated with employer information.

Building management will provide tenants with an original (editable), reproducible employee commute flier for their use and distribution to employees. Below is a sample commuter resource flier.

Figure 12 – Commuter Resource Flier

OAKS BUSINESS PARK

Commuter Resources

TRANSIT & SHUTTLE SERVICES

Tri-Valley Wheels Transit Information

Dublin / Pleasanton BART Station

Dublin / Pleasanton Station Map

Transit Trip Planner

Wheels Bus Tracker – Real-time bus information

Wheels Bus Alerts

Wheels Bus Route 10R

BICYCLE PARKING & FACILITIES

Secure Bicycle Parking (bring your own lock)

Showers available in Building A & B

Bicycle Fix-it Repair Station

City of Livermore Bike Map

Regional City Bike Maps

Bicycle Resource Guide

Bike East Bay

CARPOOL & VANPOOL SERVICES

Preferential Carpool Parking (honor system)

Merge 511 online Carpool Matching

$500 511.org Monthly Vanpool Group Subsidy

INCENTIVES & SERVICES

Commuter Kiosk Materials in the cafe

FREE Emergency Ride Home Program

Bay Area Spare the Air Alert Notices

Commuter Concierge

Elizabeth Hughes

Elizabeth.Hughes@TDMSpecialists.com

(408) 420-2411

BAY AREA BIKE TO WORK DAY

BIKE EAST BAY

SILICON VALLEY BICYCLE COALITION

AMTRAK

511 SF Bay

Alameda County Transportation Commission GUARANTEED RIDE HOME

CAPITOL CORRIDOR

spare the air

TRI-VALLEY WHEELS

ACE ALTAMONT CORRIDOR EXPRESS

BART

Tenant Performance Language – Trip Reduction Goals

The applicant will draft language or a side agreement that requires tenants to comply with present and future TDM measures and strategies. Sample performance lease language includes the example below:

> **Transportation Demand Management ("TDM").** Landlord may develop a transportation systems management plan which seeks to reduce vehicular trips and to improve vehicle occupancy by encouraging employees to seek alternate transportation modes, such as carpooling, vanpooling, city bus service, bicycles, and motorcycles, among other methods. Other programs, such as flexible working hours or staggered shifts, also may be encouraged. Tenant agrees to cooperate with Landlord to the extent reasonably practicable to achieve the objectives of any applicable governmental authority, including participation in a transportation program at a level of participation consistent with the number of employees of tenant. In addition, tenant shall fully comply with all present or future programs intended to manage parking, transportation, or traffic in and around the building and/or premises, and in connection therewith, the tenant shall comply with Legal Requirements, shall participate in all TDM strategies and programs imposed by applicable governmental authority, and shall pay any applicable annual membership fee as required by applicable governmental authority.

TMA Coordination

The applicant or tenant will attempt to coordinate with other property owners in the Oak Business Park Association to review opportunities to develop a TMA.

A TMA brings together local businesses, employers, developers, and others to tackle transportation issues like parking and traffic. By joining forces, they can achieve more than any single entity could. TMAs are typically non-profit organizations managed by members and a small team. They often use partnerships to combine private and public funds.

9.0 TENANT-DRIVEN TDM MEASURES

The applicant will require the tenant(s) to provide one point of contact or an employee transportation coordinator (ETC) to implement this plan. The ETC will maintain on-site commuter programs, new employee education, and marketing, administer the annual surveys, compile yearly reports, and provide information continuity for the building owner/property manager and the City of Livermore. Features identified in tenant agreements will include the following TDM components:

An active tenant-ETC and cooperative property management will positively impact the TDM goals and elements implemented. Commuting programs and benefits must be presented comprehensively and proactively, along with other employee programs.

Employee Transportation Coordinator (T-5)

Future tenants must designate a Transportation Demand Management Coordinator or an ETC and provide the City of Livermore with such an individual's name and contact information (s).

The ETC will provide commute planning assistance and administer the annual monitoring and survey report. This position's function's overarching goals are to reduce commute trips for employees, formalize tenant commute programs, and assist with employee marketing and outreach. The ETC will prepare tenant materials for new employee orientation, production of kick-off events, coordination of carpool parties, commute e-news articles, employee assistance, and coordination of an annual transportation fair.

The ETC may be an employee of the tenant or an outsourced coordinator who manages the commute program at the tenant's workplace. The ETC will provide commute assistance to their employees, produce transportation marketing campaigns and promotional events, collaborate with 511 to maximize rideshare resources, and conduct yearly commute surveys. TDM industry data supports the idea that having an ETC positively impacts increasing alternative mode use.



The ETC will provide the following services:

- Promote trip reduction and air quality improvement strategies to their employees.
- Distribute information about commute alternatives and commute program resources to new hires and existing employees, including:
    - Regional rideshare information such as Merge 511
    - Free Guaranteed Ride Home program
    - $500 Monthly Vanpool group incentives
    - Implementation and employee carpool program
    - Preferential carpool parking
    - Local bikeshare discounts and availability (if public bikeshare programs operate within SMP 40 Livermore in the future)
    - Clipper START discounted transit pass program
    - Biking resources such as Bike East Bay, https://511.org/biking, and Bike to Work Day
    - Trip planning resources such as Google Maps
- Be the main point of contact for employees who wish to commute using an alternative.
- Conduct annual employee surveys and provide reports to the City of Livermore, including commute patterns, mode splits, trip reduction rates, and TDM program success (includes yearly surveying of employees, tabulation of data, and providing results in report format).

- Evaluate survey results for alternative transportation potential and changes to the current program.
- Catalog all existing incentives that encourage employees to utilize alternative transportation programs.
- Work with local agencies such as BART, AC Transit, 511 Rideshare, Alameda County Transportation, East Bay Bikes, and the Bay Area Air Quality Management District (BAAQMD). Post informational materials on transportation tables in common employee areas and disperse alternative program information to employees via designated employer contacts, posters, banners, newsletters, new employee orientations, etc.
- Participate in the BAAQMD Spare the Air program. Spare the Air Day warning notices will be forwarded to discourage employees from driving alone to work.
- Coordinate and manage various aspects of the TDM plan that require periodic updating or monitoring, such as carpool parking, bicycle incentives, and transit schedule updates.
- Post informational materials on the company's internal portal transportation kiosks and disperse alternative program information to employees via posters, flyers, banners, e-newsletters, new employee orientation, etc.
- Promote and manage the emergency ride home program, car and vanpool registration, parking enforcement, and bike locker assignment.
- If requested, attend meetings with the SMP 40 Livermore Transportation Coordinator as necessary.

Alternative transportation programs shall be presented to commuters proactively, just like any other employee program. Presentations may include co-op participation in employee orientation forums, transportation kiosk posting, employee newsletters, management bulletins, emails, and other methods.

Implementing an Employee Commute Program is a big-picture process. It includes explaining the area's air quality problems and how fighting air pollution is part of being a good corporate citizen and a sustainable organization. Employees must recognize the benefits on a personal and community level to see how they gain from better air quality: less traffic congestion on the highways and the surrounding neighborhoods, fewer parking hassles, and employee cost savings, among other benefits. The ETC will work to build employee participation in commute programs.

The design of the overarching goals and support functions reduces employees' drive-alone trips, formalizes tenant commute programs, and assists with employee marketing and outreach. The ETC will prepare materials for new hire employee orientation, production of pre-move and kick-off campaigns, coordination of carpool promotions, development of commuter e-news articles, and support for employee assistance.

Guaranteed Ride Home Program (T-5)

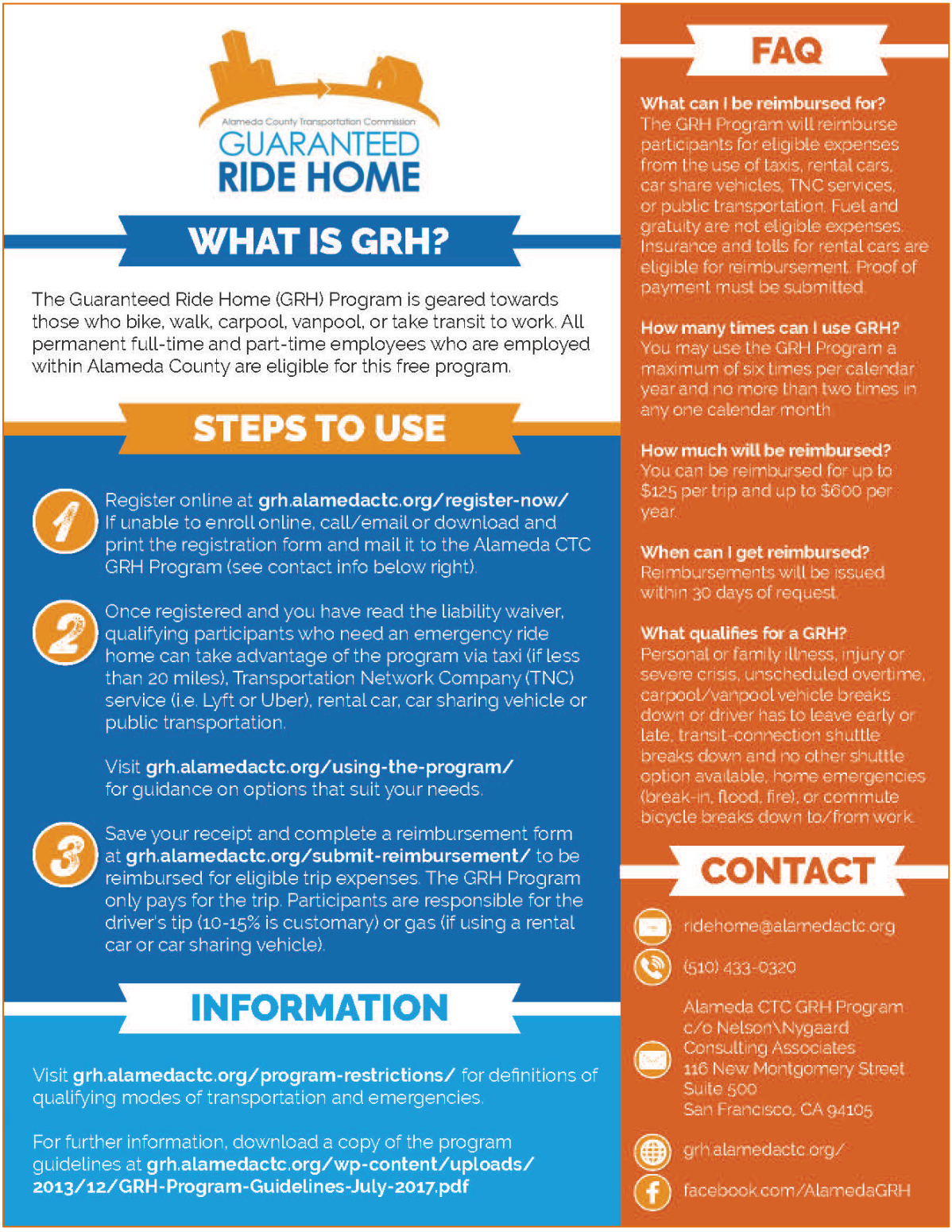
Tenant employers are encouraged to participate in the Alameda County Guaranteed Ride Home (GRH) Program for their employees. This program offers a free ride home from work in unexpected circumstances for employees who choose sustainable commuting options, such as carpooling, vanpooling, biking, walking, or public transit.

Key points about the GRH program:

1. **Eligibility:** To qualify, employees must register for the program and work in Alameda County. They must also use sustainable transportation methods for their commute.
2. **Program Coverage:** The GRH program ensures that commuters feel secure using alternative modes of transportation, knowing they have a guaranteed ride home in emergencies.
3. **Registration Requirement:** Employees must register for the GRH program before taking a reimbursement-eligible trip. Reimbursement requests submitted before registration will not be honored.
4. **Reimbursement Process:** Registered individuals can submit reimbursement requests for GRH rides. Payments are made only after completing and submitting a reimbursement request form online or by mail, which must be approved by the GRH Program Administrator or authorized staff.

By participating in the GRH program, tenant employers can provide peace of mind to their employees, encouraging sustainable commuting practices while ensuring a reliable option for getting home in unforeseen circumstances.

Figure 13 – Guaranteed Ride Home Flier



Bay Area Commuter Benefits Program

As state law requires, tenant-employers will be connected to the Bay Area Commuter Benefits Program. Tenants with 50 or more employees are required to register with the Bay Area Commuter Benefits Program.

Air District Regulation 14, Rule 1, also known as the Bay Area Commuter Benefits Program, requires employers with 50 or more full-time employees to register and offer commuter benefits to their employees. Commuter benefits may be pre-tax options, transit subsidies, teleworking, or more. This rule aims to improve air quality, reduce emissions of greenhouse gases and other air pollutants, and decrease traffic congestion in the San Francisco Bay Area by encouraging employees to commute by transit, bike, carpool, telework, or different commute modes.



Participation in Annual Employee Commute Survey Effort (T-6)

Per the lease agreement, the tenants must participate fully (on behalf of their employees) in marketing and promotions and collect the yearly project-wide employee commute survey.

SECTION III – MONITORING AND REPORTING

10.0 MONITORING AND REPORTING (T-6)

The TDM Plan intends to reduce total VMT by a minimum of four percent and, in so doing, lessen resulting parking issues, traffic congestion, and mobile source-related air pollution. A comprehensive program of TDM measures and incentives can reduce parking demand, traffic, and air pollution, creating a more sustainable employment environment while freeing up valuable land for higher and better uses.

> *According to the California Air Pollution Control Officers Association (CAPCOA)'s newest greenhouse gas document, Quantifying Greenhouse Gas Mitigation Measures, subsidized or discount transit program provides the maximum potential to reduce up to 20 percent of commute vehicle trips. A rideshare program could reduce commute vehicle trips by up to 15 percent. Limiting the parking supply or charging workplace parking could reduce up to 12 percent of commute vehicle trips, provide trip-end facilities, or a cash-out program that could likely reduce the commute vehicle trip by up to five and six percent, respectively. Although the reductions are not additive, a combination of measures would likely have a maximum global cap ranging from 20 to 40 percent.*[4]

It is crucial to ensure that TDM measures are implemented and effective. Therefore, a monitoring program is necessary. Because the TDM Program is performance-based, annual surveys are needed. The survey of employees will determine alternative mode uses and corresponding trip reductions. The monitoring program will include a yearly commute program evaluation (an annual employee five-day, Monday through Friday commute survey) that will allow the applicant or tenant and the city to assess the effectiveness of the unique program designed for the project.

The project's alternative transportation mode-use rate will be evaluated annually, with the first project-wide commute survey to be conducted one year after occupancy of each building on-site.

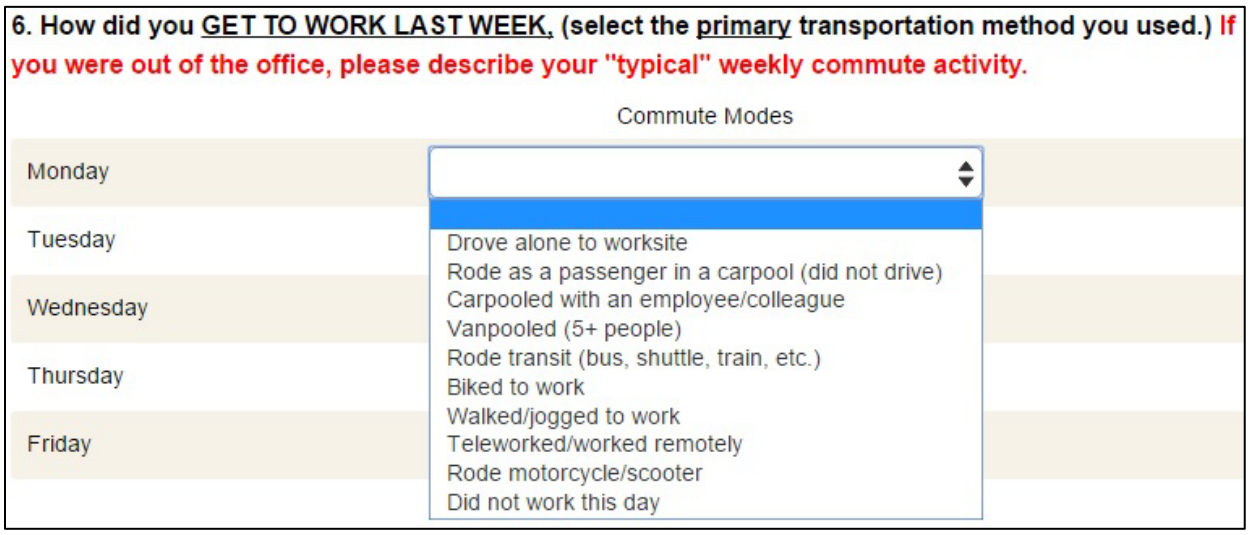
Annual Five-day Employee Commute Survey (T-6)

A five-day commute survey, conducted over one week, will be a critical part of the monitoring process to evaluate and ensure the success of TDM measures in meeting the VMT percent VMT reduction goal. By default, tenant employees who do not participate in the commute survey shall count as drive-alone or SOV commuters. This default mechanism will produce conservative results. The applicant or tenant will encourage, support, and participate in the annual employee survey's promotion and marketing. Survey data will help focus on commuter marketing and the ETC's efforts. Below is a survey sample of an employee question about daily commuting

[4] 1st Admin Draft of Draft Environmental Impact Report, State Clearinghouse #2012082007

activities. The applicant or tenant will collect survey data each year in October and submit it by December 31. Five-year reporting requirements will reset when a new use occupies any portion of the SMP 40 property.

Figure 14 – Sample Commute Survey Question



Annual Evaluation Report (T-6)

Each October, the tenants will use employee survey data to prepare an annual TDM summary report to be submitted to the city, with a copy to the applicant, to document the TDM Plan's effectiveness in achieving alternative mode-uses and trip reduction efforts.

The TDM summary report will include determining historical employee commute methods provided by information from a survey of all employees working in the buildings. The summarized results from the employee survey will provide quantitative data (e.g., mode split) and qualitative data (e.g., employee perception and awareness of alternative transportation programs). The tenant will implement and communicate any updates to the plan as necessary to ensure the four percent VMT reduction goal. On the right is a scenario of alternative modes used by employees and their reduced corresponding trips.

Commuter Modes	Percent
Carpool (driver/passenger)	2.00%
Transit User	0.50%
Bicycle/eBike/scooter	0.50%
Walk/Jog	0.00%
Telecommuter	0.75%
Motorcycle	0.25%
Vanpooler	0.00%
Alternative Transportation Mode-use Rate	**4.00%**

11.0 CONCLUSION

Considering the site's logistical resources and opportunities, the SMP 40 Livermore TDM Plan meets the project's specific needs. The applicant or tenant has been committed to an integrated Project design that enhances pedestrian and community opportunities from conception.

This TDM Plan provides specific elements, measures, and actions that commit the applicant or tenant to implementation. This project's orientation of TDM features will increase pedestrian, bicycle, carpool, and vanpool use opportunities.

The TDM Plan requires implementing measures based on performance and directs the applicant or tenant to incorporate programs and employee benefits and create a successful commute program. Commute program marketing, ongoing promotions, annual surveys, reporting, and a tenant-ETC will provide the synergism needed to develop a helpful approach for future Project employees.

The TDM Plan's language allows the applicant or tenant to implement and develop commuter programs. It outlines the steps necessary (infrastructure, outreach, and promotions) to incorporate employee transportation benefits and programs. Annual monitoring via surveys will provide the documentation needed to demonstrate effectiveness and goal attainment.

The applicant or tenant is committed to reducing trips and increasing alternative transportation modes. This TDM Plan provides the applicant's TDM plan details and acknowledges the applicant's or tenant(s) responsibility for implementation.

ATTACHMENTS

Attachment 1: List of Local Mobile and Delivery Services
Attachment 2: Alameda County Guaranteed Ride Home Guidelines
Attachment 3: Sample Carpool Program Guide

Attachment 1: List of Local Mobile and Delivery Services
(July 2024 – subject to change)

List of Local Mobile and Delivery Services

Food Trucks	Phone #
• **HP Taco Truck:** hptacotruck.com 61 Rickenbacker Cir, Livermore, CA 94551	
• **Marty's Joint Food Truck:** martysjoint.com 73 Rickenbacker Cir, Livermore, CA 94551	925-864-3414
• **Crazy Empanada** 286 S Livermore Ave, Livermore, CA 94550	925-895-6298
• **Yellowhammer Wood Fired Catering** Livermore, CA 94551 yellowhammerwoodfiredcatering.com	925-321-4088
• **Melyna's Mexican Food** 527 N Livermore Ave, Livermore, CA 94551	925-493-1674
• **Ampuli:** ampulifood.com 1309 Portola Ave, Livermore, CA 94551	925-476-8618
• **Sweet & Mellow Truck:** sweetandmellowtruck.com 1800 Sutter St, Livermore, CA 94551	925-922-1612
• **Quesquared BBQ:** quesquaredbbq.com	925-321-3004
• **Your Taco Guy:** yourtacoguy.net Livermore, CA 94550	844-822-6489
• **Tino's Tacos & More** Livermore, CA 94550	925-209-3399
• **Vesuvio Mobile Pizza:** mobilepizzasf.com 1206 S J St, Livermore, CA 94550	628-468-7427
• **Cabana Dave's Catering:** cabanadaves.com 73 Rickenbacker Cir, Livermore, CA 94551	925-895-6750
• **E&W Ice Cream on Wheels** 1800 Sutter St, Livermore, CA 94551	925-558-5227
• **Dogo's & Fries** 115 S Vasco Rd, Livermore, CA 94551	925-518-8619
• **Noche Mexicana Antojitos** 2186 Las Positas Ct, Livermore, CA 94551	510-776-2611
• **ZERO& SFPO KIOSK** 2774 Livermore Outlet Dr, Ste K102, Livermore, CA 94551	925-914-8200
• **Tacos Hidalgo's** 526 N Livermore Ave, Livermore, CA 94551	925-388-8123
• **Chef Hits the Streets:** chefhitsthestreets.com Livermore, CA 94550	925-337-4670

Attachment 2: Alameda County Guaranteed Ride Home Guidelines

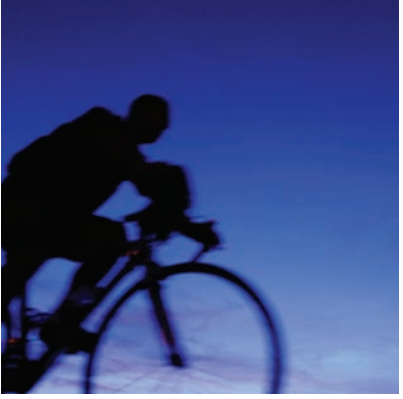




EXHIBIT B

ALAMEDA
County Transportation Commission



Alameda County Transportation Commission

GUARANTEED RIDE HOME

PROGRAM GUIDELINES

Updated July 2017

1013

EXHIBIT B

Contents

Introduction	2
Program Basics	3
Program Registration	4
What is Eligible for Reimbursement	5
Program Limits	5
Requesting and Receiving Reimbursements	7



The Alameda County Guaranteed Ride Home Program

When unexpected circumstances arise, the Alameda County Guaranteed Ride Home (GRH) Program provides a free ride home from work for employees who choose to commute by not driving alone. The GRH program is free for employees who register for the program, work in Alameda County, and use sustainable forms of transportation including walking, biking, taking transit, or ridesharing. When a registered employee uses a sustainable mode to travel to work and experiences a personal or family emergency while at work, they can take a taxi, Transportation Network Company (TNC) service such as Lyft or Uber, rental car, car share, or public transportation ride home and be reimbursed for the cost of the ride.

This program allows commuters to feel comfortable taking the bus, train or ferry, carpooling, vanpooling, walking, or bicycling to work, knowing that they will have a ride home in case of an emergency.

The Guaranteed Ride Home Program helps to reduce traffic and improve air quality in the Bay Area by encouraging commuters to leave their car behind for their commute to work.

The Alameda County GRH program is a commuter benefit provided by the Alameda County Transportation Commission (Alameda CTC). The Alameda CTC plans, funds, and delivers transportation projects and programs to improve accessibility and mobility in Alameda County. Funding for the Alameda County GRH program is provided by the Bay Area Air Quality Management District through a Transportation Fund for Clean Air grant in partnership with the Alameda CTC. For more information about the Alameda CTC, visit **www.alamedactc.org**.

BAY AREA AIR QUALITY TRANSPORTATION FUND FOR CLEAN AIR

ALAMEDA County Transportation Commission

Program Basics

WHO IS ELIGIBLE TO PARTICIPATE?

All permanent part-time or full-time employees 18 years of age or older who work in Alameda County are eligible to participate.

WHEN CAN I TAKE A GUARANTEED RIDE HOME?

People who work in Alameda County and are registered for GRH may request reimbursement for eligible expenses if they take a trip home in a qualified emergency situation and have used an alternative mode that day.

The following circumstances are considered **qualifying emergency situations** in the GRH program and **must occur on the date of the GRH trip**:

- Participant or an immediate family member suffers an illness, injury, or severe crisis.
- Participant is asked by supervisor to work unscheduled overtime, which causes participant to miss planned ride home. Supervisor verification will be required as part of reimbursement request.
- Participant's carpool or vanpool vehicle breaks down or the driver has to leave early or late.
- Participant's transit-connection shuttle breaks down and no other shuttle options are available.*
- Participant has a break-in, flood, or fire at residence.
- Participant's commute bicycle breaks down on the way to or from work and cannot be repaired at participant's work site.

In addition, participants must have **used an alternative mode on the day they take the ride** for which they will seek reimbursement through the GRH program. Eligible alternative commute modes include:

- Public transportation including: BART, AC Transit, ACE, Wheels, Union City Transit, ferry (WETA) and Amtrak
- Employer-provided shuttle or van service
- Carpool or Vanpool
- Bicycle
- Walk

WHAT SERVICES CAN BE REIMBURSED?

- Taxis
- Transportation Network Company (TNC) services such as Lyft or Uber
- One-day car rentals
- Car share (Zipcar or City CarShare)
- Public transportation (including BART, AC Transit, ACE, and others). Commute Choices provides a list of locally available public transportation options. It is available at: **commutechoices.alamedactc.org**

* These emergency situations are only eligible for rides to transit stops or stations where transit-connection shuttles typically connect.



GUARANTEED RIDE HOME IS FOR UNEXPECTED EMERGENCIES ONLY

There are numerous common circumstances where trips **cannot** be reimbursed through the GRH program. These include:

- Transit labor disputes (strikes), transit delays or breakdowns, or government shutdowns †
- Pre-planned medical or dental appointments for participants or commute vehicle driver
- Personal errands
- Business-related travel
- Planned overtime
- Non-emergency side trips on the way home
- Ambulance service
- Poor weather, natural events (earthquakes), natural disasters

† This rule applies to all public transit agencies that operate within Alameda County, including: BART, AC Transit, Capital Corridor (Amtrak), ACE, Wheels (LAVTA), Union City Transit, San Francisco Bay Ferry (WETA), WestCAT, VTA, TriDelta, and County Connection.

In occasions when there are questions about eligibility, a program participant may call the GRH Hotline (510-433-0320) or send an email (ridehome@alamedactc.org) and obtain a decision from available staff.

Emergency-related stops on your way home are permissible. Permissible emergency-related stops could include picking up a sick child at school or daycare, filling a prescription at a pharmacy, or stopping at an ATM cash to pay a taxi driver.

Program Registration

Registration in the GRH program is required **before** taking a reimbursement-eligible ride. If an individual submits a request for reimbursement before he or she is registered in the program, that reimbursement cannot be honored. Participants may be asked to re-register or update their contact information periodically.

The registration process includes two steps:

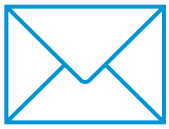
COMPLETE A PARTICIPANT INFORMATION FORM

There are two methods for registering with the GRH Program:

- **Online via the website: grh.alamedactc.org**
  Individuals can register for the GRH program via the program website. Both the participant information form and waiver are available online and require less than five minutes to complete.



- **United States Postal Service**
  If a program participant does not have easy access to the internet, hard copy registration forms are available upon request. These materials are available for download on our website, or can be requested via the GRH Hotline, 510-433-0320.



Program registrants can return these materials to:

GRH Program
c/o Nelson\Nygaard
116 New Montgomery Street, Suite 500
San Francisco, CA 94105

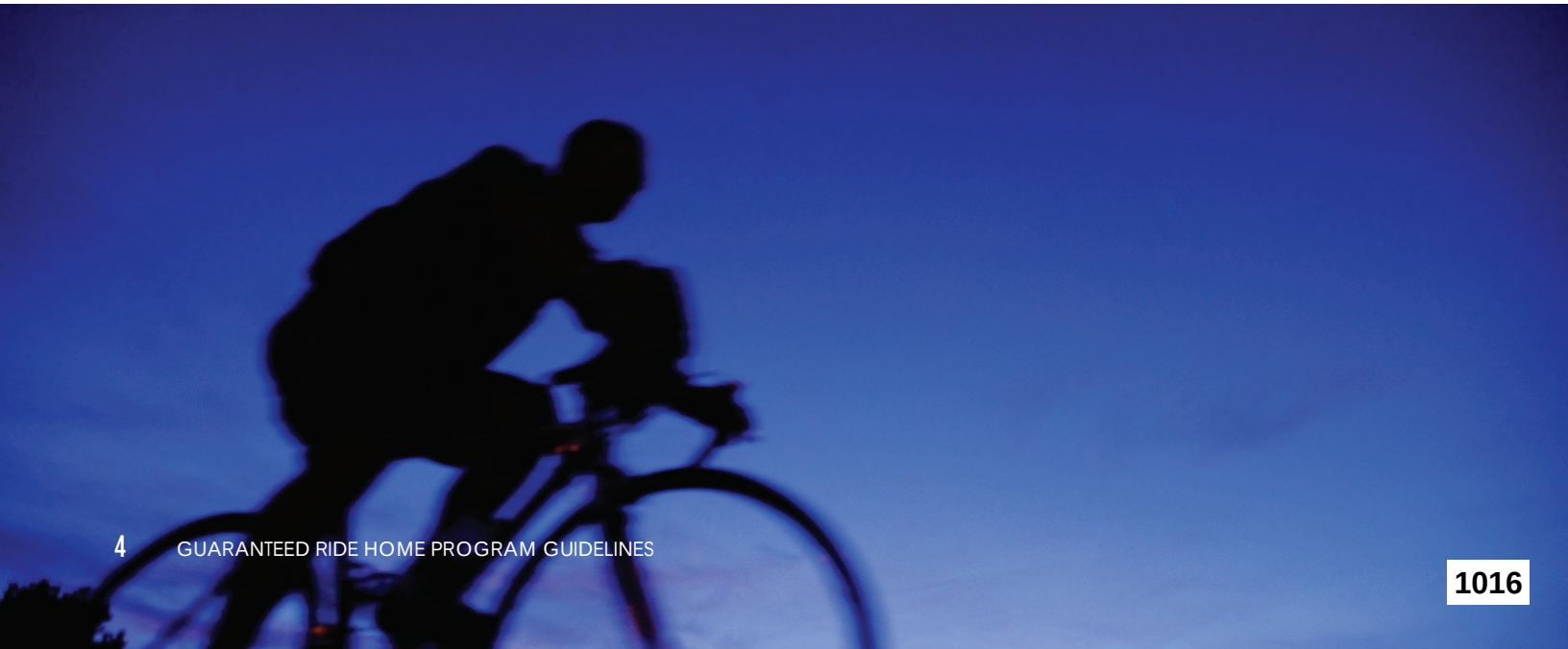
AGREE TO THE TERMS AND CONDITIONS OF THE PROGRAM

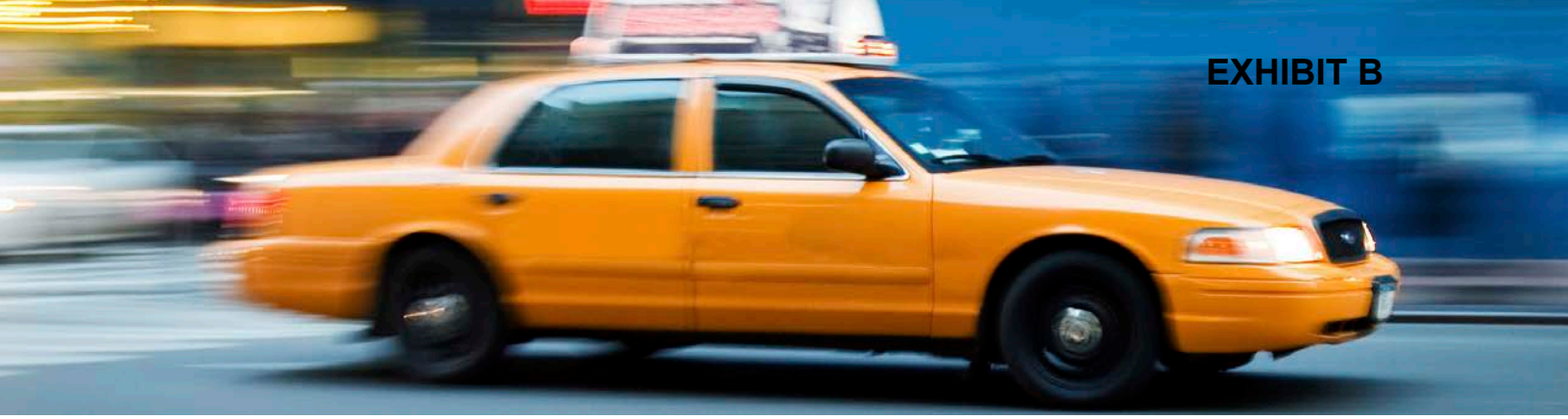


In order to participate in the Alameda County Guaranteed Ride Home program, participants must sign a waiver (available in online registration) accepting the risks of the program and acknowledging that the Alameda CTC or the program vendor (Nelson\Nygaard) are not liable for any damage that may occur due to rides taken via the program.

COMPLETED REGISTRATION

Successfully registering in the program enables individuals to be **eligible** for reimbursement under the rules of the GRH program. Actual reimbursement for a GRH ride can only occur after a reimbursement request form is completed, submitted to the GRH Program online or by mail, and approved by the GRH Program Administrator or authorized staff.





What Is Eligible For Reimbursement?

ELIGIBLE TRIPS

- Taxi, rental car, Transportation Network Company (TNC) services such as Lyft or Uber, public transportation or car share trips are eligible for reimbursement.
- All trips must begin in Alameda County and destinations must be within 125 miles of the trip origin.
- It is recommended that trips over 20 miles use a rental car or public transportation.

ELIGIBLE EXPENSES

- **For rental car trips, only the base fare cost plus tax, tolls, and basic rental car insurance[1] are eligible for reimbursement.** Fuel costs are the responsibility of the participant.
  - In the case of rental cars, the cost of a one-day rental and basic car insurance is eligible for reimbursement. Additional days will not be eligible for reimbursement (e.g., costs for weekend car rentals will not be reimbursed if a rental car from a Friday cannot be returned until Monday).
  - Pre-paid fuel offered by rental car services will not be reimbursed.
  - Additional "extras" offered by rental car services, such as a GPS device or full-coverage car insurance, will not be reimbursed.
  - Program participants may not rent "premium vehicles" (SUVs, luxury, specialty). Only the rental of standard or economy vehicles will be reimbursed.
  - Transportation costs to/from a rental car rental location will not be reimbursed. However, some rental car companies (such as Enterprise) will provide this transportation service as part of the rental cost.
- The hourly or day rate cost of a car share vehicle rental may be reimbursed.
- For trips taken by taxi or Transportation Network Company (TNC) services like Lyft or Uber, gratuity should be paid for by the GRH participant.
- The GRH program will not reimburse any expenses not explicitly identified as eligible for reimbursement.

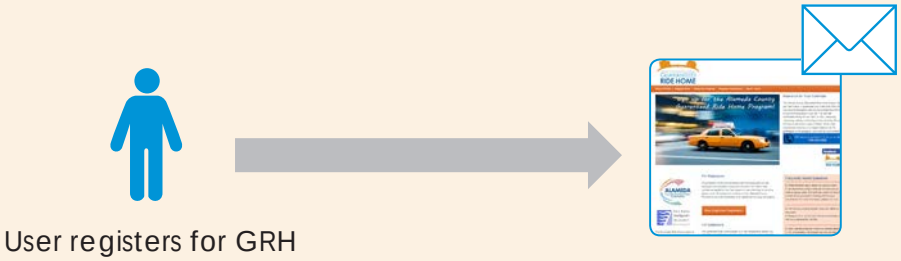
PROGRAM LIMITS

- The maximum reimbursement per trip, regardless of mode, is $125.
- Program participants are limited to a maximum reimbursement of $600 per calendar year[2] **or** six reimbursed trips per calendar year, whichever occurs first.
- The GRH program will notify participants when they are nearing reimbursement limits.

1 Supplemental Liability Protection; Personal Accident Insurance; and Damage Waiver Protection
2 $600 is the maximum limit to ensure that reimbursements do not exceed the threshold that would require the filing of an IRS 1099-MISC (taxable income).

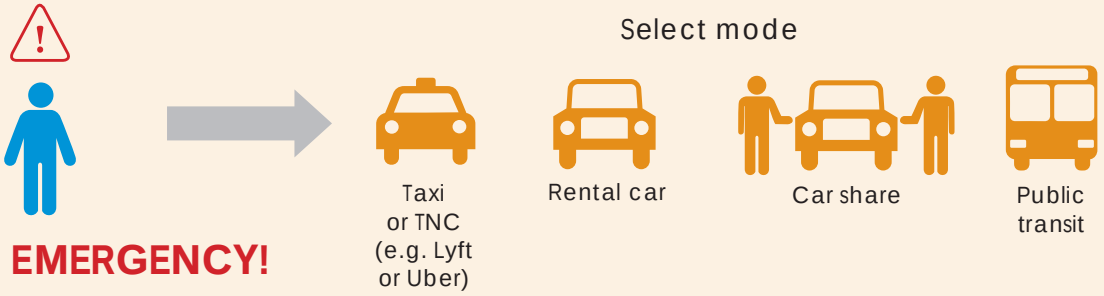
How to Make GRH Work for You

1



User registers for GRH via website/mail

2

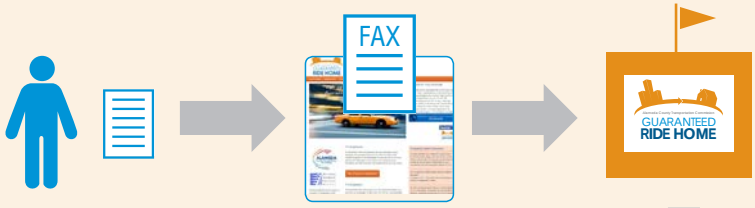


3



User pays for ride home and obtains receipt

4



User submits Ride Reimbursement Request within 30 days

5



User is reimbursed by GRH within 30 days*

*Assumes user adheres to program requirements

Requesting and Receiving Reimbursement

To be reimbursed for a GRH trip, program participants must complete the following steps:

USER PAYS FOR RIDE HOME AND OBTAINS A RECEIPT



Participants must obtain a receipt from the rental car, car share, taxi company, Transportation Network Company (TNC) service, or public transportation service used. The receipt or rental agreement should include date of service, service provider, and an itemized breakdown of costs (base fare, fuel, other extras).

If a public transit service was used, the participant must provide either a receipt, transfer ticket, or another form of proof-of-payment, along with an account of the public transit agency's name and the origin and destination of the trip.



USER SUBMITS RIDE REIMBURSEMENT REQUEST

Requests can be completed online or submitted via fax, 415-284-1554. Request must include submission of the receipt as well as workplace management approval if the GRH trip is used due to unexpected overtime. **Reimbursement requests <u>must</u> be received within 30 calendar days of the ride. Any requests received after 30 days will not be eligible for reimbursement.**



USER IS REIMBURSED BY GRH

Reimbursement payments will be made to program participants within 30 days of receipt of request. Participants may elect to be reimbursed via check mailed to an address provided to the GRH program or electronically (via PayPal) for faster processing. The participant will receive notice once their request has been approved.

Other reimbursement notes:

- If a participant is found to have falsified information related to the reason for using the Guaranteed Ride Home Program or the commute mode taken on the day the program is used, or otherwise abuses the program, the participant will not be reimbursed for the ride and will be issued a written warning (email) from the GRH Program.
- If there is any information missing from the Ride Reimbursement Request, GRH program staff will contact the participant for clarification or to obtain additional information.

DISPUTES

If a participant feels that he or she has not been properly reimbursed based on a ride request, the participant may file a request for review with the GRH Program Administrator using the email address on the GRH website or via the GRH hotline. The GRH Program Administrator will review the materials submitted by the participant, and make a final and binding determination as to reimbursement eligibility and amount, consistent with the rules outlined in this document. Final reimbursement eligibility decisions are not subject to further appeal.

Liability Waiver and General Release of All Claims

The Guaranteed Ride Home program ("GRH Program") is a voluntary program offered by the Alameda County Transportation Commission ("Alameda CTC") which serves as a supplemental commuter benefit for employees working in Alameda County. The GRH Program reimburses commuters for certain transportation expenses in qualifying emergency situations. I hereby acknowledge that Alameda CTC offers no endorsement or certification of any taxi, Transportation Network Company (TNC), car share, rental car company, or public transportation service as fit to perform reimbursable transportation services under the GRH Program, and I hereby acknowledge that I am solely responsible for choosing a provider of transportation services in emergency situations for potential reimbursement through the GRH Program. I further hereby acknowledge that participation in the GRH Program is strictly voluntary, and hereby assume full responsibility for all liability and all risk of injury or loss, including death, which may result from my participation in the GRH Program. I hereby agree to hold harmless, release, waive, forever discharge and covenant not to bring legal action or claim against the Alameda CTC from any and all claims or demands I may have by reason of any accident, illness, injury or death, or damage to or loss or destruction of any property, arising or resulting directly or indirectly from my participation in the GRH Program and occurring during such participation or any time subsequent thereto. This Liability Waiver and General Release of All Claims is binding on my heirs, executors, administrators and all of my family members. I hereby acknowledge that my participation in the GRH Program does not in any manner imply that I am acting in the course and scope of official business for my employer, nor does it in any manner establish an employer-employee or agency-employee or agency relationship with the Alameda CTC.

I affirm that the information I have provided is true and I have reviewed the rules and regulations of the GRH Program and the foregoing paragraph. I recognize that I will be charged by the Alameda CTC GRH Program for any proven fraudulent use of the GRH Program.

EXHIBIT B

Alameda County Transportation Commission

GUARANTEED RIDE HOME

grh.alamedactc.org

EMAIL: ridehome@alamedactc.org

HOTLINE: 510-433-0320

(9AM–5PM Monday-Friday)

FAX: 415-284-1554

ALAMEDA County Transportation Commission

1020

Attachment 3: Sample Carpool Program Guide



How To Set Up A Carpool Program At Work



SMP 40 Livermore

OMP
OVERTON MOORE PROPERTIES

How To Set Up A Carpool Program At Work

Right now, the world is a mix of remote work and is slowly opening offices. For the foreseeable future, one thing is for sure: there will be situations where people need to travel to work, but the one thing they want to avoid is public transport.

One of the best ways to help your company's employees is by setting up a carpool program. Doing so enables staff to travel safely, splits travel costs, reduces stress, and more. Most companies aren't set up to do this immediately – your HR department might need a little helping hand...

Want to get started? Great! We've prepared a handy step-by-step guide on how to start a carpool program at work.

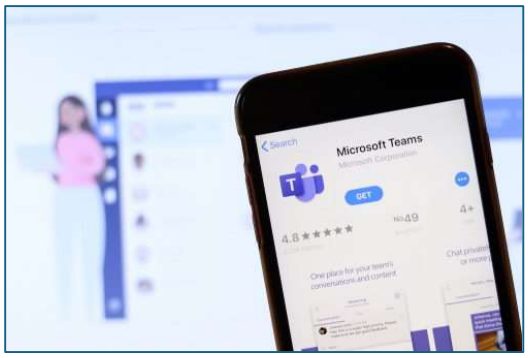
1. Pick Your Carpool Type

The first step in starting a carpool program is knowing which type you want. Based on the number of employees, departments, shifts, and other work factors, you will want to choose from:

- **Designated drivers**. In this situation, there are designated drivers for every group. It's simpler to set up but doesn't scale easily, as sourcing new drivers takes time. This essentially means arranging private rides from within the company's staff.
- **Alternating drivers among a group of colleagues.** This option can be relatively easy to set up, as you don't require advanced technology, and simple communication, such as via email and smartphones, can be enough. It works well for one department (that works the same shift), but, like designated drivers, it is limited in scale.
- **Employees at the same company.** Rather than the above two options, why not open up the program organization-wide? If people travel to work simultaneously, it doesn't matter which team or department they work for. Of course, this also means you need to provide a means to arrange groups – based on the proximity of people's home locations and accounting for any changes in individual participants – but more on that later...
- **Employees at the same campus or business park.** Perhaps you work alongside multiple businesses in a larger office or business complex? Well, why not get in touch and arrange a large-scale carpool program for the best results? This is also great for smaller companies that might not have enough staff to arrange a program successfully but still want to support them as much as possible!

You don't need much more help from us for the first two. However, you'll find that flexibility is limited, and you're essentially putting the pressure and burden on individuals within your organization. This isn't good, for example, when a designated driver takes a sick day, and your HR staff needs to do some manual work to find a new driver in time. If you're not using an automated solution, you'll have to face these sudden changes and emergencies, which puts more pressure and strain on the organizers.

You'll need a solution for the latter two to support your staff in this endeavor. Again, an automated approach will be your friend here, enabling people to participate and find rides without putting huge burdens on the organizational team.



Internal communication tools like Microsoft Teams or Slack may be enough to kickstart the very first corporate carpooling initiatives.

2. Find Out Who Is Interested

Now that you understand the needs of your workforce more and the size of the teams/departments you wish to help, you need to see who is actually interested.

A simple survey can often be enough here. Send it out, ask who wants to join as a driver, who is only a passenger, and who is willing to do a little of both.



A simple online survey is a starting step in assessing who is interested in participating in a corporate carpooling program.

However, this still leaves you with much work, so why not use a more sophisticated survey solution that removes the calculations? With Poola's carpooling simulation, for example, you can send a similar survey, adding working hours and home locations, and let the smart program simulate how effective the actual program would be – which is also a great incentive to get people onboard!

Speaking of incentives, don't feel afraid to offer benefits to those who participate. You can consider offering priority parking spaces or even subsidizing fuel costs. It's a good idea to mention this in the survey, as it'll turn more than one "no" into a "yes!". We've found these carpool incentives are essential for getting people's attention – and to get them to stick with the program in the first few weeks.

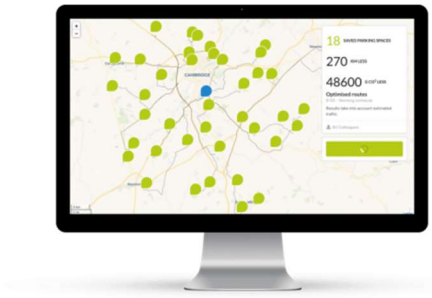
3. Choose Your Technology

Now you've got your answers – and some willing participants – it's time to create the platform for arranging the carpool.

A social network will be enough if you go with one of the first two carpool types –small groups or designated drivers. This can be Facebook, for example, or an internal communication method, such as Slack, Microsoft Teams, or WhatsApp. These will enable people to talk and arrange the carpools themselves.

Yet, if you want to enable people as efficiently as possible, it's better to use some automation.

This is also true for the latter two groups – largest business-wide or even cross-company carpools. As you scale up, it will be more difficult and stressful for staff to plan their daily trips. A mobile app like Poola will make all these problems disappear, as it calculates who is travelling with whom, plans the routes and does all the hard work for everyone, adapting each day to which staff is working.



A carpooling simulation can help you predict how effective a carpooling program can be in your company's case.

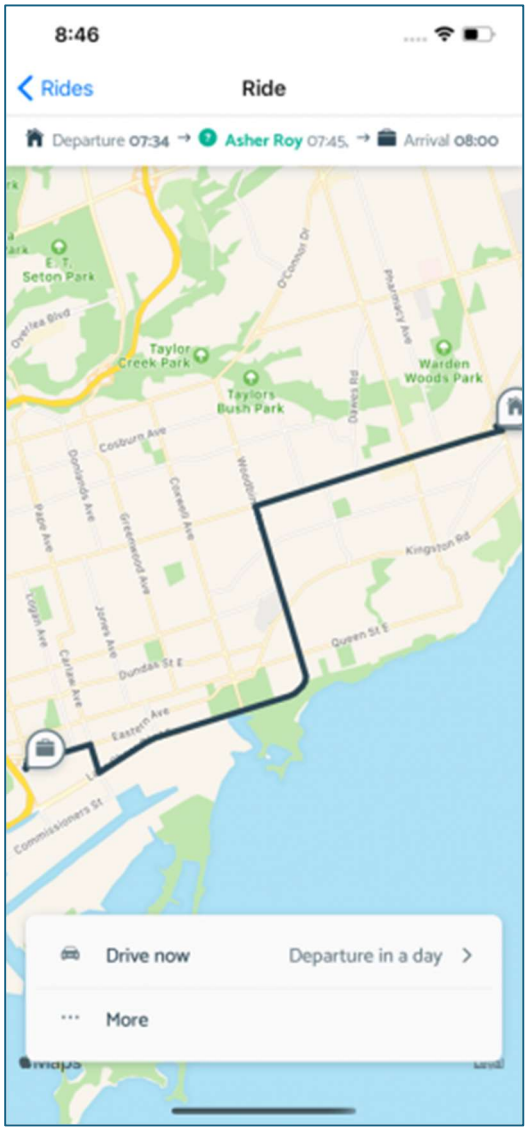
4. Set The Rules

With the participants and technology sorted, you need to consider the rules. When discussing how to set up a carpool program, this area often gets overlooked – but it's important!

- **How far ahead do you plan who is driving and sharing a ride?** This will vary from place to place, but you need a system for people who take vacations, for example, so they aren't dependent on you during this time.
- **What about people who are sick or otherwise cancel?** If a driver cancels, you need a backup plan, whether it's another driver or arranging a taxi. If someone is late, there need to be clear rules; the drivers should only wait a certain amount of time or, if they are not notified, they may not need to wait. Make this clear so your staff knows what to do in such scenarios.
- **How do you choose the pick-up location?** You may need compromise here, as there will seldom be perfect 'straight' lines. It's helpful for people to wait near the end of their roads, for example, to avoid having cars spend time turning around in neighborhoods too often.
- **How do you communicate during the trip?** If people are late, they need a way to update the driver, who may already be on their way. Ensure every driver has a legal and safe way to communicate. Otherwise, they won't be able to answer the phone.
- **How will costs be calculated and settled?** Managing expenses is an important part of setting up a carpool program – you need a fair and valid system to ensure everyone feels safe and trusted. Find a way to agree on this with your staff – whether based on an equal split of the costs or the distance of each home. Of course, if you're also covering expenses on the company side, you also need an agreed fuel consumption rate for the mileage, so there are no arguments on the costs.
- **Who will be overviewing the program and solving conflicts?** You should always expect the unexpected. While an automated program like Poola can do much of the hard work for you, you may still need to step in and mediate any disputes. Ideally, this should be someone from an unbiased and objective point of view, such as a designated HR representative.

Many of these rules will be set and determined in the application of your choice. The more you can automate, the better! However, what's most important here is clear rules to follow. This is the easiest path to confusion and internal disputes if anything is left to interpretation.

Use your incentives strongly here, too, to ensure as many people as possible take part. Recent studies in the US have shown that people don't miss their commutes to work, so with a gentle nudge, there's every chance they'll learn to love this new, stress-free approach.



Rideshare matching is a key component of the modern corporate carpooling system.

5. Start a Test Drive

Every great program needs a test run to iron out any problems. Expect issues in the first 2-4 weeks and use this time to finetune the program. Iteration is key here.

If you're using software to generate reports, this will help identify where the best results are occurring, such as the most consistent/frequent carpools and those that save the most emissions, as well as who is and isn't participating.

Here are some issues you should pay close attention to:

- Rideshare matching. Ensure that whatever system you have matches people up as well as possible. If you see matches that could be improved, this is a clear sign that a change could help!
- Employee schedules. If there are mismatches between employee working hours, is this something your company could change to enable the rideshare scheme better?
- Last-minute cancellations. These will happen sooner or later, so make sure your plan (such as taxis or backup drivers) works well.
- Engagement levels. In the first few weeks, you should compare your engagement levels with the initial interest expressed during the survey. Is it the same, more or less? If the numbers aren't good enough, you need to consider better incentives or more research to find out why.

Give yourself two weeks and make any potential changes based on this feedback. A little refinement never hurts!

How To Start A Carpool Program At Work

As you can see, setting up a carpool program is easy! All it takes is an eager workforce, a little preparation on the company's behalf, and some technology to organize everyone together.

And one last quick tip: the less work you make for individual employees to participate, the more eager they will be.

That being said, the average American has a commute of just under 2 hours (a length of time that previous sources have suggested is slowly increasing each year, too) – and that's in busy metro areas, where transportation should be readily available – so you'll likely have a few volunteers right from the start!

While there are several steps at the start, this is most of the work you'll ever need to do. Better yet, with a solution like Poola, we'll even take care of it for you. In addition to our app, we'll also:

- Provide initial consultation regarding best practices and advice on setting up a carpool program at work – tailored to your specific situation.

- Run a survey among your employees to assess their interest.
- Utilize our simulation program to give you the expected results, including how much parking space will be saved, the reduced carbon footprint, and the distances/times reduced to employee commutes.
- Configure the system and deliver a mobile app ready for all your employees.
- Motivate and help ensure usage is as high as possible
- Monitor the system and generate any needed reports.
- Solve problems such as rideshare matching and employee schedules, thanks to our app's algorithms and the direct involvement of one of Poola's community managers – a dedicated person you can always count on.
- Support you and your team members 24/7!

There you go: how to set up a carpool program at work! Follow these steps in order, and you'll be able to get started easily.

Source: Poola-Carpooling for Companies, https://poola.app/how-to-set-up-a-carpool-program-at-work/

TDM SPECIALISTS, INC. QUALIFICATIONS

TDM SPECIALISTS, INC.

A Transportation Demand Management Company

We are planners and technical experts *focused on development projects and improving employee mobility options. Our Transportation Demand Management (TDM) planning solutions reduce vehicle traffic, parking demand, greenhouse gases, and air pollution impacts. We work successfully with developers, employers, and government agencies to get TDM Plans approved and projects entitled. We also implement and manage on-site commuter programs and achieve required TDM goals.*

"We have finished the review of the Draft TDM. First let me say, that was the best TDM I have ever seen! The best by a large margin...a fantastic TDM Plan. Thank you so much."

Steve Lynch, AICP, Senior Planner, City of Santa Clara, California

Our TDM practitioners provide full-service commute and traffic mitigation, sustainable LEED planning, and air quality conformity. Serving as an extension of client staff, we provide a broad range of services to get the job done efficiently while meeting the unique needs of the client and specific jurisdiction.



Transportation Demand Management

TDM Specialists develop Transportation Demand Management plans, traffic mitigation plans, and sustainable programs that address green commuting, mobility, and constrained parking issues. The purpose of TDM is to promote more efficient utilization of existing transportation facilities, reduce traffic congestion and mobile source emissions, and ensure that projects are designed in ways to maximize the potential for alternative transportation use.



Commute Program Implementation

We have a proven track record of getting employees out of their cars. As projects are built and occupied, TDM Specialists can develop the structure, outreach and promotions necessary to implement and manage employee Commute Programs. The initial start-up, implementation, and ongoing management of the Commute Program are designed to meet TDM or trip reduction objectives and requirements. The overarching goal of a Commute Program is to enhance the quality of life and reduce commute trips for project employees.

Quality of life improvements can enhance employee recruitment, morale and retention, and increase productivity that create positive benefits for businesses.



Sustainable Air Quality and Greenhouse Gas (GHG) Solutions

TDM Specialists successfully implements trip reduction programs tailored to fit the project, and can typically reduce employee trips to the site by 30 percent. This results in reduced drive-alone trips and complies with requirements to reduce project GHG impacts. We coordinate the mechanisms to calculate and report these results to appropriate agencies.



Contact:
Elizabeth L. Hughes
Senior Transportation Manager

TDM Specialists, Inc.
5150 Fair Oaks Blvd, Suite 101-264
Carmichael, CA 95608

(408) 420-2411
elizabeth.hughes@tdmspecialists.com



TDM SPECIALISTS, INC.

A Transportation Demand Management Company

Areas of Expertise

Traffic Mitigation

TDM/TSM Mitigation Plans
TDM Employer Training
Commute Program Development
Commute Program Management
Commute Program Audits
Commuter Surveys
Transportation Fairs and Events
Car Management Strategies
Shuttle Programs
TMA Management

Parking Mitigation

Parking Demand Reduction
Parking Management Strategies
Parking Constraints Solutions

Entitlement

Project Support
Strategic Counsel
Critical Response Support
Environmental (EIR) Mitigation
(Air Quality and Transportation)

Sustainability

Greenhouse Gas Emission Reductions
Supporting LEED Components
Air Quality Mitigation Plans

TDM Applications

- Office or R&D buildings
- Corporate Headquarters/Campus
- Master Plan projects
- Specific Plans
- Business Parks
- Hospitals/Medical Offices
- Retail/Shopping Centers
- Residential (multi family, single family, hi-rise, etc.)
- Special Events
- Recreation
- Universities and Colleges
- Warehouse and Manufacturing
- Airports and Transit Stations

Development, Property Management and Employer Projects

- Facebook
- Genentech
- NVIDIA
- SAP Labs
- Intel Folsom
- Intel Santa Clara
- Nokia
- Yahoo! Inc.
- NetApp
- VMware
- McClellan Business Park
- Juniper Networks
- Sunnyvale City Center
- Marvell
- Access/Palm Source
- Alexandria Real Estate Equities
- Oyster Point Business Park
- Metro Air Park
- Raley Field
- Moffett Park Business and Transportation Association
- Intuitive Surgical
- The Allen Group
- Spieker Properties
- HCP, Inc.
- Granite Regional Park
- Hyatt Place Hotel – So. San Francisco
- So. San Francisco Business Center
- Masonic Homes of California
- Fairview River Landing
- Donahue Schriber
- BioMed Realty Trust
- Panattoni Development
- Taylor Properties Development Co.
- SKS Investments, LLC
- Shorenstein
- LBA Realty
- Jones Lang LaSalle
- California Farm Bureau
- California Highway Patrol
- Separovich • Domich
- Newell Real Estate Advisors
- Linkedin
- Menlo Equities, LLC
- TMG Partners
- The Minkoff Group
- Arnell Enterprises, Inc.
- The Pollock Financial Group
- Wolff Enterprises

Municipal & Agency Locations

- Sacramento Area Council of Governments
- California Highway Patrol
- County of Sacramento, Dept. of Human Services
- City of South San Francisco
- City of Mountain View
- City of Santa Clara
- City of Sunnyvale
- State of California, Dept. of General Services
- San Mateo City/County Association of Governments
- City of Union City
- Cal PERS
- Cal STRS
- Ogden City, UT
- City of Brisbane
- Grand Rapids Interurban Transit, MI
- City of Citrus Heights
- University of California San Diego West Campus
- Sacramento County International Airport

Biotech, Pharmaceutical and Hospital Projects

- Genentech
- Amgen
- Rigel
- Takeda
- Onyx Pharmaceutical
- University of California San Diego, East Campus Medical Center
- Sutter Medical Center, Sacramento
- Mercy General Hospital
- Mercy San Juan Medical Center
- Enloe Medical Center
- Intuitive Surgical
- Blood Source
- Eclipsys, MA
- Counsyl, Inc.
- Theravance, Inc.

APPENDIX E
Sample Implementation Documents

The responsibility for implementation of the policies set forth in the compatibility plans adopted by airport land use commissions rests largely with the affected local jurisdictions. Implementation tools fall into the categories of notification and regulation. The state requires certain notification requirements effective January 1, 2004 (as a result of Assembly Bill 2776). Additional notification, in the form of a recorded deed notice, may also be appropriate. Regulation may take the form of individual property restrictions (avigation easements) or additional development controls in areas within the vicinity of an airport (an airport combining zone ordinance).

Required Notification—State law requires any person who intends to offer subdivided lands within California for sale or lease to file with the Department of Real Estate an application for a public report consisting of a notice of intention and a completed questionnaire. The notice shall include, for property within an AIA to include the following notice:

> NOTICE OF AIRPORT IN VICINITY
>
> This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

Recorded Deed Notice—Deed notices are a form of buyer awareness measure whose objective is to ensure that prospective buyers of airport area property, particularly residential property, are informed about the airport's impact on the property. Unlike easements, deed notices do not convey property rights from the property owner to the airport and do not restrict the height of objects. They only document the existence of certain conditions which affect the property—such as the proximity of the airport and common occurrence of aircraft overflights at or below the airport traffic pattern altitude. ALUCs may make recording of deed notices a requirement for project approval within portions of the airport influence area where avigation easements are not essential. Included in this Appendix is sample of a deed notice (from the California Airport Land Use Planning Handbook, 2002).

Avigation Easement—Avigation easements transfer certain property rights from the owner of the underlying property to the owner of an airport. ALUCs may require avigation easement dedication as a condition for approval of development on property subject to high noise levels or a need to restrict heights of structures and trees to less than what might ordinarily occur on the property. Also, airports may require avigation easements in conjunction with programs for noise insulation of existing structures in the airport vicinity. Included in this Appendix is a sample avigation easement (from the California Airport Land Use Planning Handbook, 2002).

Airport Combining Zone Ordinance—An additional type of implementation document available to local jurisdictions is an airport combining zone ordinance. Possible components for such an ordinance are described in Table E-1.

TABLE E-1
POSSIBLE AIRPORT COMBINING ZONE COMPONENTS

An airport compatibility combining zoning ordinance might include some or all of the following components:

- **Airspace Protection**—A combining district can establish restrictions on the height of buildings, antennas, trees, and other objects as necessary to protect the airspace needed for operation of the airport. These restrictions should be based upon the current version of Federal Aviation Regulations (FAR) Part 77, Objects Affecting Navigable Airspace, Subpart C. Additions or adjustment to take into account instrument approach (TERPS) surfaces should be made as necessary. Provisions prohibiting smoke, glare, bird attractions, and other hazards to flight should also be included.

- **FAA Notification Requirements**—Combining districts also can be used to ensure that project developers are informed about the need for compliance with the notification requirements of FAR Part 77. Subpart B of the regulations requires that the proponent of any project which exceeds a specified set of height criteria submit a Notice of Proposed Construction or Alteration (Form 7460-1) to the Federal Aviation Administration prior to commencement of construction. The height criteria associated with this notification requirement are lower than those spelled out in Part 77, Subpart C, which define airspace obstructions. The purpose of the notification is to determine if the proposed construction would constitute a potential hazard or obstruction to flight. Notification is not required for proposed structures that would be shielded by existing structures or by natural terrain of equal or greater height, where it is obvious that the proposal would not adversely affect air safety.

- **Maximum Densities/Intensities**—Airport noise and safety compatibility criteria are frequently expressed in terms of dwelling units per acre for residential uses and people per acre for other land uses. These standards can either be directly included in a combining zone or used to modify the underlying land use designations. For residential land uses, the correlation between the compatibility criteria and land use designations is direct. For other land uses, the method of calculating the intensity limitations needs to be defined. Alternatively, a matrix can be established indicating whether each specific type of land use is compatible with each compatibility zone. To be useful, the land use categories need to be more detailed than typically provided by general plan or zoning ordinance land use designations.

- **Open Areas for Emergency Landing of Aircraft**—In most circumstances in which an accident involving a small aircraft occurs near an airport, the aircraft is under control as it descends. When forced to make an off-airport emergency landing, pilots will usually attempt to do so in the most open area readily available. To enhance safety both for people on the ground and the occupants of aircraft, airport compatibility plans often contain criteria requiring a certain amount of open land near airports. These criteria are most effectively carried out by planning at the general or specific plan level, but may also need to be included in a combining district so that they will be applied to development of large parcels. Adequate open areas can often be provided by clustering of development on adjacent land.

TABLE E-1
POSSIBLE AIRPORT COMBINING ZONE COMPONENTS

An airport compatibility combining zoning ordinance might include some or all of the following components:

- **State Regulation of Obstructions**—State law prohibits anyone from constructing or altering a structure or permitting an object of natural growth to exceed the heights established by FAR Part 77, Subpart C, unless the FAA has determined the object would not or does not constitute a hazard to air navigation (Public Utilities Code, Section 21659). Additionally, a permit from the Department of Transportation is required for any structure taller than 500 feet above the ground unless the height is reviewed and approved by the Federal Communications Commission or the FAA (Section 21656).
- **Designation of High Noise-Impact Areas**—California state statutes require that multi-family residential structures in high-noise exposure areas be constructed so as to limit the interior noise to a Community Noise Equivalent Level of no more than 45 dB. A combining district could be used to indicate the locations where special construction techniques may be necessary in order to ensure compliance with this requirement. The combining district also could extend this criterion to single-family dwellings.
- **Areas of Special Compatibility Concern**—A significant drawback of standard general plan and zoning ordinance land use designations is that they can be changed. Uses that are currently compatible are not assured of staying that way in the future. Designation of areas of special compatibility concern would serve as a reminder that airport impacts should be carefully considered in any decision to change the existing land use designation. [A legal consideration which supports the value of this concept is that down-zoning of a property to a less intensive use is becoming more difficult. It is much better not to have inappropriately up-zoned the property in the first place.]
- **Real Estate Disclosure Policies**—The geographic extent and specific language of recommended real estate disclosure statements can be described in an airport combining zone ordinance.

Sample Avigation Easement

This indenture made this _____ day of _____, 20___, between_____ herein after referred to as Grantor, and the [Insert County or City name], a political subdivision in the State of California, hereinafter referred to as Grantee. The Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual and assignable easement over the following described parcel of land in which the Grantor holds a fee simple estate. The property which is subject to this easement is depicted as _____ on “Exhibit A” attached and is more particularly described as follows:

[Insert legal description of real property] The easement applies to the Airspace above an imaginary plane over the real property. The plane is described as follows:

The imaginary plane above the hereinbefore described real property, as such plane is defined by Part 77 of the Federal Aviation Regulations, and consists of a plane [describe approach, transition, or horizontal surface]; the elevation of said plane being based upon the _____ Airport official runway end elevation of _____ feet Above Mean Sea Level (AMSL), as determined by [Insert name and Date of Survey or Airport Layout Plan that determines the elevation] the approximate dimensions of which said plane are described and shown on Exhibit A attached hereto and incorporated herein by reference.

The aforesaid easement and right-of-way includes, but is not limited to:

1) For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, or any aircraft, of any and all kinds now or hereafter known, in, through, across, or about any portion of the Airspace hereinabove described; and

2) The easement and right to cause or create, or permit or allow to be caused or created within all space above the existing surface of the hereinabove described real property and any and all Airspace laterally adjacent to said real property, such noise, vibration, currents and other effects of air, illumination, and fuel consumption as may be inherent in, or may arise or occur from or during the operation of aircraft of any and all kinds, now or hereafter known or used, for navigation of or flight in air; and

3) A continuing right to clear and keep clear from the Airspace any portions of buildings, structures, or improvements of any kinds, and of trees or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees, or other things which extend into or above said Airspace, and the right to cut to the ground level and remove, any trees which extend into or above the Airspace; and

4) The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects, which extend into or above the Airspace; and

5) The right of ingress to, passage within, and egress from the hereinabove described real property, for the purposes described in subparagraphs (3) and (4) above at reasonable times and after reasonable notice.

For and on behalf of itself, its successors and assigns, the Grantor hereby covenants with the [Insert County or City name], for the direct benefit of the real property constituting the _____ Airport hereinafter described, that neither the Grantor, nor its successors in interest or assigns will construct, install, erect, place or grow in or upon the hereinabove described real property, nor will they permit to allow, any building structure, improvement, tree or other object which extends into or above the Airspace, or which constitutes an obstruction to air navigation, or which obstructs or interferes with the use of the easement and rights-of-way herein granted.

The easements and rights-of-way herein granted shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the _____ Airport, in the [Insert County or City name], State of California; and shall further be deemed in gross, being conveyed to the Grantee for the benefit of the Grantee and any and all members of the general public who may use said easement or right-of-way, in landing at, taking off from or operating such aircraft in or about the _____ Airport, or in otherwise flying through said Airspace.

Grantor, together with its successors in interest and assigns, hereby waives its right to legal action against Grantee, its successors, or assigns for monetary damages or other redress due to impacts, as described in Paragraph (2) of the granted rights of easement, associated with aircraft operations in

the air or on the ground at the airport, including future increases in the volume or changes in location of said operations. Furthermore, Grantor, its successors, and assigns shall have no duty to avoid or mitigate such damages through physical modification of airport facilities or establishment or modification of aircraft operational procedures or restrictions. However, this waiver shall not apply if the airport role or character of its usage (as identified in an adopted airport master plan, for example) changes in a fundamental manner which could not reasonably have been anticipated at the time of the granting of this easement and which results in a substantial increase in the impacts associated with aircraft operations. Also, this grant of easement shall not operate to deprive the Grantor, its successors or assigns, of any rights which may from time to time have against any air carrier or private operator for negligent or unlawful operation of aircraft.

These covenants and agreements run with the land and are binding upon the heirs, administrators, executors, successors and assigns of the Grantor, and, for the purpose of this instrument, the real property firstly hereinabove described is the servient tenement and said _____ Airport is the dominant tenement.

DATED: _____
STATE OF:
COUNTY OF:

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, and _____ known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

_____
Notary Public

Sample Deed Notice

A statement similar to the following should be included on the deed for any real property subject to the deed notice requirements set forth in the [Insert ALUC name] *Airport Land Use Compatibility Plan*. Such notice should be recorded by the county of [Insert County name]. Also, this deed notice should be included on any parcel map, tentative map, or final map for subdivision approval.

The *Alameda County Airport Land Use Compatibility Plan* and [Insert County/City name] Ordinance (Ordinance No. _____) identify a [Insert Airport name] Airport Influence Area. Properties within this area are routinely subject to overflights by aircraft using this public-use airport and, as a result, residents may experience inconvenience, annoyance, or discomfort arising from the noise of such operations. State law (Public Utilities Code Section 21670 et seq.) establishes the importance of public-use airports to protection of the public interest of the people

of the state of California. Residents of property near such airports should therefore be prepared to accept the inconvenience, annoyance, or discomfort from normal aircraft operations. Residents also should be aware that the current volume of aircraft activity may increase in the future in response to Alameda County population and economic growth. Any subsequent deed conveying this parcel or subdivisions thereof shall contain a statement in substantially this form.

Sample Overflight Notification

This *Overflight Notificaiton* concerns the real property situated in the City of _____, County of Alameda, State of California, described as _____ [APN]_____.

This *Overflight Notification* provides notification of the condition of the above described property in recognition of, and in compliance with, CALIFORNIA BUSINESS & PROFESSIONS CODE Section 11010 and CALIFORNIA CIVIL CODE Sections 1102.6, 1103.4, and 1353, effective January 1, 2004, and related state and local regulations and consistent with policies of the Airport Land Use Commission for Alameda County for overflight notification provided in the Livermore Municipal Airport Land Use Compatibility Plan.

NOTICE OF AIRPORT IN VICINITY: *This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.*

The Federal Aviation Administration (FAA) has regulatory authority over the operation of aircraft in flight and on the runway and taxiway surfaces at Livermore Municipal Airport. The FAA is, therefore, exclusively responsible for airspace and air traffic management, including ensuring the safe and efficient use of navigable airspace, developing air traffic rules, assigning the use of airspace and controlling air traffic. Please contact the FAA for more detailed information regarding overflight and airspace protection issues associated with the operation of aircraft.

The Airport Operator, The City of Livermore, maintains information regarding hours of operation and other relevant information regarding airport operations. Please contact your local airport operator for more detailed information regarding airport-specific operational issues including hours of operation.

This *Overflight Notification* shall run with the Property and shall be binding upon all parties having or acquiring any right, title, or interest in the Property.

Effective Date: _____, 20__

DATE: March 5, 2024
Revised: August 4, 2025
Revised: August 12, 2025
Revised: August 19, 2025

ENGINEERING CONSIDERATIONS - EXHIBIT "A"
(Subject to revision prior to final approval
by Planning Commission and City Council)

TENTATIVE TRACT MAP: 8656 (SUB21-009), APZ21-003, DA21-002

TENTATIVE TRACT MAP AMENDMENT: 8656 (SUB25-01), SPDR25-005, CUP25-002, (Revised August 4, 2025)

LOCATION: SMP 39 – Jack London Blvd

APPLICANT: ***Hines, Inc on behalf of Pacific Fusion (Revised August 4, 2025)***

Note: Special conditions are shown in standard type. Standard conditions that apply to this project are shown in italics. In addition, standard conditions of approval for this project are listed in Section II of the Development Plan Check and Procedures Manual.

1. DEFINITIONS

For the purpose of this agreement, the following words shall have the meanings respectively ascribed to them by this section:

Developer :	*Person(s) or Corporation(s) signing final map(s) and subdivision agreement(s)*
Improvement Plans:	*Construction drawings for required public and private improvements*
Services:	*Utility lateral, or any portions of a conduit cable or duct, between a utility distribution line and the site it serves*
Project:	*The work to be performed by Developer*

2. VESTING TENTATIVE MAP

Approval or conditional approval of this vesting tentative map shall not limit the City Engineer's ability to require workable designs on future grading and improvement plans based upon these

Engineering Considerations and the City's standard engineering specifications and details.

In addition to these Engineering Considerations the Developer shall comply with all requirements set forth in Development Agreement 21-001.

The tract map shall include easement dedications to the public for a multi-use trail and an Emergency Vehicle Access. The tract map shall also include private easement dedications for shared access and utilities.

3. GENERAL

The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

All required improvements shall be constructed prior to occupancy of the new buildings on this site and in accordance with DA21-002**.**

A. IMPROVEMENT PLANS - Exhibit A-1

An engineered improvement plan shall be prepared by the Developer for approval by the City's Departments (including the Community Development, Public Works, Fire, and Police Department), which shall include, but not necessarily be limited to, existing site conditions, dedications, grading plans, street design and grades, curb, gutter, sidewalk and driveway grades, and type, size and location of all public works improvements as herein required. Approval of this tentative map does not constitute approval of the details shown thereon. If there is any conflict between the tentative map and these Engineering Considerations, the Engineering Considerations shall govern.

~~*No specific phased development plan has been submitted with this tentative tract application. Therefore, all required improvements for this tentative map shall be constructed as one phase. A phased map could only be considered if a specific phasing plan is submitted for consideration as a tentative map amendment.*~~ ***(Revised August 4, 2025).***

B. STANDARDS FOR IMPROVEMENT PLANS AND MAPS

All improvement plans and maps shall conform to the following City of Livermore documents except as modified by these engineering considerations:

1. *City of Livermore Standard Specifications and Details*
2. *Development Plan Check and Procedures Manual*

Completed final map and improvement plan checklists from the manual entitled "City of Livermore, Development Plan Check and Procedures Manual" shall be submitted with the first plan check submittal for each phase.

C. STANDARD CONDITIONS OF APPROVAL IN THE DEVELOPMENT PLAN CHECK AND PROCEDURES MANUAL

All of the standard conditions of approval for subdivisions and major projects as listed in Part II of the City of Livermore Development Plan Check and Procedures Manual apply except for the following: A-2, A-9, A-13, A-14, A-15, A-16, A-17, B-5, B-16, K-1, K-2, K-3, N-1, U-1, U-2, U-3.

D. WORK IN OTHER JURISDICTIONS

The Developer is responsible for obtaining permits and approvals for construction work and property acquisition that are required by agencies other than the City of Livermore.

Creek improvements may be subject to requirements of any or all of the following agencies: (1) California Department of Fish and Game, (2) the Army Corps of Engineers, (3) the Regional Water Quality Control Board, (4) State Department of Water Resources (5) the U.S. Fish and Wildlife Service, and (6) Alameda County Flood Control and Water Conservation District (Zone 7).

E. SPECIFIC CONDITIONS

The project is proposing to install an Emergency Vehicle Access and Storm Drain main on City owned land subject to FAA regulations and requirements. The use of the City owned land will be subject to additional requirements including but not limited to FAA approval, Consistency Determination, compensation for use of City land, appraisals, and additional mapping. All actions necessary for the project's use of City owned land shall be processed prior to the filing of the final map.

The Developer shall file a Tract Map as described in Section 2 of these Engineering Consideration and comply with the following conditions:

A. Relocate the multi-use trail along the Jack London Boulevard frontage.

B. Install trail signs per current City standards and specifications.

4. STREETS

A. SPECIFIC REQUIREMENTS:

The Developer shall offer easements and dedications for, and shall improve his share of the ultimate street widths for the following named streets in accordance with the City's General Plan:

West Jack London Boulevard

West Jack London Boulevard is a major street in the General Plan with an ultimate right-of-way width of 110 feet along the project frontage to accommodate 2 travel lanes and a bike lane in each direction separated by a 16 foot raised landscape median. The current configuration consists of one

12 foot travel lane in each direction.

Along the project frontage, the Developer shall widen West Jack London Boulevard to accommodate the following configuration in the eastbound direction:

6' ~~8'~~ bike lane
4' ~~2'~~ striped separation
12' travel lane
12' travel lane
16' raised and landscaped median ***(Revised August 4, 2025)***

The centerline of the ultimate right-of-way for Jack London Boulevard shall be located approximately 52 feet from the existing north curb face.

The tract map shall include dedication of right-of-way for the widened portion of West Jack London Boulevard along the project frontage. Because West Jack London is planned to be realigned west of the project, the tract map shall also include a dedication for the right-of-way for the future extension of West Jack London Boulevard.

Additionally, the existing trail along the southern edge of Jack London Boulevard shall be relocated southerly outside of the new Jack London right-of-way into a new easement that will incorporate the trial, landscaping and stormwater treatment for the widened road as shown on the tentative map.

Final design of the widened Jack London Boulevard shall include but is not limited to appropriate transitions to and from the existing street; modifications to signing and striping; and any surface treatments and/or structures.

Jack London Boulevard shall be given a 1-1/2" A.C. overlay across the full width. Key cutting will be required at the conform points and along the gutter.

The widening of West Jack London Boulevard shall include the installation of street lights. The final layout of the street lights will be determined by the City Engineer during the development of improvement plans for the street widening.

West Jack London Boulevard & Discovery Drive (Revised: August 19, 2025)

Install directional signage, sharrows, and a bike box along the west bound left turn lane as needed at the intersection of West Jack London Boulevard and Discovery Drive to guide cyclists onto the existing trail. This trail will ultimately connect to the new 10-foot-wide multi-use path along the project frontage.

Future Public Street

If a public street is added to the project in the future then this street must meet City standards for right-of-way and design in order to be eligible for TIF credits and/or reimbursement. (Revised

August 4, 2025)

Emergency Vehicle Access

The project is proposing both an on-site and off-site emergency vehicle access. Both EVAs shall be designed to be an all weather access for emergency vehicles and must be able to withstand a vehicle loading of 75,000 lbs. For the on-site EVA, the Developer shall dedicate an Emergency Vehicle Access Easement on the map to the City. For the off-site portion of the EVA the Developer shall prepare easement dedication documents for the City to grant the EVA to the project and shall enter into a maintenance agreement with the City to ensure the ensure the long term maintenance of the emergency vehicle access.

CASp Certification for Public Walkways/Sidewalks

The Developer shall have a certified CASp Specialist review and certify that the design for all pedestrian improvements within the public right-of-way or a public easement complies with the following applicable regulations: American with Disabilities Act (ADA) requirements, the Public Rights-of-Way Accessibility Guidelines (PROWAG), and the requirements found in Chapter 11B of the ~~2019~~ ***most recent*** California Building Code. If an accessibility design cannot meet the above listed applicable standards, the Developer shall propose and the CASp Specialist shall concur with a design exception request for approval by the City Engineer or their designee. In addition, the Developer shall have the certified CASp Specialist inspect and certify that pedestrian improvements are installed per the CASp certified design. Pedestrian improvements include new trails, walkways, sidewalks, accessible ramps, connections between existing and new pedestrian improvements, and modifications to existing pedestrian improvements within or adjacent to the project site, as shown on the approved plans. ***(Revised August 4, 2025)***

5. TRAFFIC SIGNALS *(Revised August 4, 2025)*

Install fully traffic actuated traffic signals per current City and Caltrans standards and using equipment as specified by the City Engineer at the following intersections:

West Jack London Boulevard and the east project entrance

The median shall be modified at this location to allow for west bound left turns into the project.

Traffic signals shall be in operation seven days prior to the first occupancy.

Future traffic signal needs will be determined at the time of future development of the remainder parcel.

Bike Detection for Trail (Revised: August 19, 2025)

If feasible, provide bike detection at new signalized intersection for trail user.

6. TRAFFIC IMPACT FEE CREDITS AND REIMBURSEMENTS:

A. CREDITS

The Developer will be eligible for credit against their traffic impact fee for the TIF eligible portions of the following construction: West Jack London Boulevard ***and future public street. (Revised August 4, 2025)***

Traffic impact fee credits will be calculated at the time the subdivision agreement is prepared prior to final parcel map approval. The traffic impact fee credit for construction will be based on cost estimates for the TIF work as approved by the City Engineer. The traffic impact fee for the development will also be calculated based on the traffic impact fee per unit of development at that time to determine how TIF credits will be applied to the building permits.

7. SANITARY SEWERS

The project is proposing to install a force main to serve Lots 1-2. This force main shall connect to an on-site private pump station before connecting to the public pump station on West Jack London Boulevard. The remaining lots shall connect directly to the public sewer main in West Jack London Boulevard.

Sewer laterals with cleanouts behind the curb shall be installed to each lot or site before the streets are surfaced.

8. STORM WATER DRAINAGE AND TREATMENT REQUIREMENTS

A. General

1. This site is subject to the National Pollutant Discharge Elimination System (NPDES) Program. Prior to the issuance of the initial grading or building permit, the Developer shall provide evidence that the site is covered by the statewide General Permit to Discharge Storm Water associated with construction activity. This requires confirmation that a Notice of Intent (NOI) and the applicable fee was sent to the State Water Resources Control Board. In addition, the grading plans need to state: "All grading shall be in accordance with the Storm Water Pollution Prevention Plan prepared by the Developer per the Notice of Intent on file with the State Water Resources Control Board".

2. Necessary interceptor ditches shall be concrete. Field inlets and storm drainage pipe may be necessary in conjunction with concrete interceptor ditches as secondary drainage releases. All interceptor ditches shall be privately maintained.

B. Storm Drainage Requirements

The project is proposing to install an off-site storm drain main through City property to coincide with an off-site Emergency Vehicle Access. The private storm drain shall be located in an all weather

access road and the Developer shall comply with any necessary requirements for the installation of this main as noted in Section 3.E above.

Per the City's Facilities Planning Guidelines (dated June 2005), the flows must have the following characteristics:

> *For a 10-year design discharge: a hydraulic grade line (HGL) is no higher than 1.25 feet below the top of curb elevation at any manhole or inlet.*
>
> *For a 100-year design discharge: a HGL does not exceed the top of curb elevation.*

For additional detail on these guidelines, the applicant should refer to the following resources: City of Livermore Storm Drain Master Plan & City of Livermore Facilities Planning Guidelines (both available at the Engineering counter at City Hall).

C. Stormwater Infrastructure Maintenance Funding

The cost to maintain all private storm water infrastructure installed with this project shall be funded by the Developer.

D. Channels – Not Used

E. Storm Water Treatment, Detention and Low Impact Development Requirements

1. *The Developer shall treat the storm water runoff from this site prior to having the storm water enter the City's storm water distribution system. Stormwater Treatment, Low Impact Development, and Trash Capture is required by the Regional Water Quality Control Board. The Developer shall complete and or update the Stormwater Requirements Checklist. The Developer shall provide a storm water treatment plan with calculations indicating treatment that meets the latest requirements described in Section C.3 of the City's NPDES Permit with the Regional Water Quality Control Board. City approval of this plan and calculations is required prior to the approval of the improvement plans.*

2. *If this project is greater than one acre, the Developer shall provide a Hydrograph Modification Plan (HMP) with calculations in accordance with the Alameda Countywide Cleanwater Program (ACCWP) Bay Area Hydrology Model (BAHM) guidelines. The software for the design of control measures to meet the Flow Duration Control is available to download from* www.bayareamodel.org. *For additional information you may contact Debbie Salgado in the City's Engineering Department at (925-960-4558)*

3. *Prior to final map approval, the applicant shall enter into a maintenance agreement with the City of Livermore for all storm water treatment devices deemed necessary on this site. The stormdrain treatment devices shall be shown on the plat plans and included in the Operations and Maintenance Agreement. The Operations and Maintenance Agreement(s) shall be recorded prior to recordation of the Final Map.*

F. Stormwater Treatment Infrastructure Maintenance Funding

The cost to maintain all storm water treatment, detention and low impact development infrastructure installed with this project shall be funded by the Developer.

9. REQUIRED SOURCE CONTROL STORMWATER MEASURES

The Regional Water Quality Control Board adopted Order R2-2022-0018 issuing the Alameda Countywide NPDES municipal storm water permit for the Alameda Countywide Clean Water Program. The 17 member agencies, including Livermore, are subject to this permit and all its requirements including the following:

> *"The Permittees shall, as part of their continuous improvement process, submit enhanced new development and significant redevelopment Performance Standards that summarize source control requirements for such projects to limit pollutant generation, discharge, and runoff, to the maximum extent practicable…"*

In accordance with this requirement, the following source control measures, included as part of these Conditions of Approval, shall be implemented as a part of this project.

A. Structural Control Measures

1. Illegal Dumping to Storm Drain Inlets and Waterways

On-site storm drain inlets, except inlets located in landscaped areas, shall be clearly marked with the words "No Dumping! Flows to Bay" on a plastic marker. The plastic markers are available for purchase from the Water Resources Division. For ordering information, please call 925-960-8100. For projects with newly-developed, privately-maintained streets, agency staff will verify that storm drain inlets have been marked before the final sign-off on the project's building permit or encroachment permit.

2. Interior Floor Drains

Approved interior floor drains shall be plumbed to the sanitary sewer system and shall not be connected to the storm drain system. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

3. Parking Garages – Not Used

4. Pesticide/Fertilizer Application and Irrigation

   a. Landscaping shall be designed to minimize irrigation and runoff, promote surface infiltration where possible, minimize the use of fertilizers and pesticides that can contribute to storm water pollution, and incorporate appropriate Bay-Friendly Landscaping principles.

b. If a landscaping plan is required as part of a development project application, the plan shall meet the following conditions related to reduction of pesticide use on the project site:

I. Where feasible, landscaping shall be designed and operated to treat storm water runoff by incorporating elements that collect, detain, and infiltrate runoff. In areas that provide detention of water, plants that are tolerant of saturated soil conditions and prolonged exposure to water shall be specified.

II. Plant materials selected shall be appropriate to site specific characteristics such as soil type, topography, climate, amount and timing of sunlight, prevailing winds, rainfall, air movement, patterns of land use, ecological consistency and plant interactions to ensure successful establishment.

III. Existing native trees, shrubs, and ground cover shall be retained and incorporated into the landscape plan to the maximum extent practicable.

IV. Unless otherwise specified, proper maintenance of landscaping shall be the responsibility of the property owner.

V. Integrated pest management (IPM) principles and techniques shall be encouraged as part of the landscaping design. Some examples of IPM principles and techniques include the following:

i. Select plants that are well adapted to soil conditions at the site.

ii. Select plants that are well adapted to sun and shade conditions at the site. Consider future conditions when plants reach maturity. Consider seasonal changes and time of day.

iii. Provide irrigation appropriate to the water requirements of the selected plants.

iv. Select pest and disease resistant plants.

v. Plant a diversity of species to prevent a potential pest infestation from affecting the entire landscaping plan.

vi. Use “insectary” plants in the landscaping to attract and keep beneficial insects.

VI. Landscaping shall also comply with City of Livermore’s “Water Efficient Landscape Ordinance”. However, areas of a site used for bio-swales or other landscaped areas that function as a storm water treatment measure shall be exempt from the Water Efficient Landscaping requirements.

VII. An efficient irrigation system shall be installed in areas requiring irrigation. An example of an efficient irrigation system is one that includes a weather-based (automatic, self-adjusting) irrigation controller with a moisture and/or rain sensor

shutoff, and in which sprinkler and spray heads are not permitted in areas less than 8 feet wide.

5. Pool, Spa, and Fountain Discharges – Not Used

6. Food Service Equipment Cleaning – Not Used

7. Refuse Areas

   a. New or redevelopment projects shall provide a roofed and enclosed area for dumpsters, recycling containers, compactors, and food waste containers. The area shall be designed to prevent water run-on to the area, to prevent runoff from the refuse area and to properly contain litter and trash. Dumpster leakage from covered trash and food compactor enclosures shall drain to the sanitary sewer via connection to an approved oil and grease interceptor device if required.

   b. Runoff from trash enclosures, recycling areas, and/or food compactor enclosures or similar facilities shall not discharge to the storm drain system. Trash enclosure areas shall be designed to avoid run-on to the trash enclosure area. In most cases, drains are not permitted within trash enclosure areas. A drain, however, must be provided for compactors. If a drain is required in or beneath dumpsters, compactors, and tallow bin areas, it shall be connected to a grease removal device prior to discharging to the sanitary sewer.

8. Outdoor Process Activities/Equipment[1] – Not Used

   a. Process activities shall be performed either indoors or in roofed outdoor areas. If performed outdoors, the area shall be designed to prevent the "run-on" of storm water drainage, as well, as the runoff from the area with process activities.

   b. Process equipment areas shall drain to the sanitary sewer system. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

9. Outdoor Equipment/Materials Storage – Not Used

10. Vehicle/Equipment and Commercial/Industrial Cleaning

11. Vehicle/Equipment Repair and Maintenance – Not Used

12. Fuel Dispensing Areas – Not Used

13. Loading Docks

a. Loading docks shall be graded to minimize run-on to and runoff from the loading area. Storm water runoff from loading dock areas shall be directed or connected to a post-construction storm water treatment measure(s) prior to discharge to the storm drain system.

b. Door skirts between the trailers and the building shall be installed to prevent exposure of loading activities to rain, unless one of the following conditions applies: the loading dock is covered, or the applicant demonstrates that rainfall will not result in an exposure of storm water to pollutants.

14. Fire Sprinkler Test Water

Provisions shall be made in the project design and construction to allow for the discharge of fire sprinkler test water to an onsite vegetated area. If this is not feasible, provide for discharge to the sanitary sewer in accordance with current plumbing codes.

15. Miscellaneous Drain or Wash Water

a. Boiler drain lines shall be connected to the sanitary sewer system and may not discharge to the storm drain system.

b. For small air conditioning units, air conditioning condensate shall be directed to landscaped areas as a minimum BMP. For large air conditioning units, in new developments or significant redevelopments, condensation lines shall be connected to the sanitary sewer system, wherever feasible.

c. Roof drains shall discharge and drain away from the building foundation to landscaped areas wherever feasible.

d. Washing and/or steam cleaning activities must be performed at an appropriately equipped facility that drains to the sanitary sewer as specified in Section J. Any outdoor washing or pressure washing must be in compliance with the City's Stormwater Management Program requirements and managed in such a way that there is no discharge of soaps or other pollutants to the storm drain system. The applicant shall contact the Water Resources Division for specific discharge requirements.

16. Architectural Copper Installation – Not Used

B. II. OPERATIONAL BMPS

This section details Best Management Practices (BMP) that private property owners and/or the occupants of private property must implement following the construction of projects. Ultimately, the responsibility for implementation of these BMPs rests with the property owners. The City of Livermore's Source Control Program routinely performs inspections of industrial and commercial sites to verify BMP implementation and effectiveness.

1. Paved Sidewalks and Parking Lots

Sidewalks and parking lots shall be swept regularly to minimize the accumulation of litter and debris. Wash water resulting from the pressure washing of parking lots must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer. Wash water resulting from the pressure washing of sidewalks may be allowed to drain to the storm drain system provided that (a) no soap or other cleaning agents are used, and (b) all debris are trapped and collected to prevent entry into the storm drain system. Under no circumstances shall washwater containing any soap or other cleaning agents be discharged to the storm drain system.

2. Private Streets, Utilities and Common Areas

    a. The owner of private streets and storm drains shall prepare and implement a plan for street sweeping of paved private roads and cleaning of all storm drain inlets.

3. Vehicle/Equipment Repair and Maintenance – Not Used

4. Fueling Areas – Not Used

5. Loading Docks

The property owner shall ensure that BMPs are implemented to prevent potential storm water pollution. These BMPs shall include, but are not limited to, a regular program of sweeping, litter control, and spill clean-up.

6. On-site Storm Drains

All on-site storm drains must be inspected and, if necessary, cleaned at least once a year immediately prior to the rainy season.

7. Architectural Copper Cleaning, Treating or Washing – Not Used

10. WATER SUPPLY (CITY)

Water mains shall be extended across all frontages of each phase and all waterline valves must notate "EPDM" on the valve body.

The developer shall install pressure reduction valves (PRVs), backflow prevention devices and appurtenances on the potable and reclaimed water services as directed by the City Engineer.

The fire service backflow preventer(s) shall be effectively screened from the public right-of-way while at the same time preserving ease of maintenance access to the backflow preventer(s). Screening shall be as specified on City Standard Detail W-10A, B and C. The fire service backflow preventer(s) shall meet the performance standards of the backflow preventer shown in City Standard Detail W-10A, B and C.

Prior to removal of a 1-inch, a 1.5-inch, or a 2-inch water service, the Developer shall contact the City's Water Resources Division at (925) 960-8100, and ask if the City would like to convert the service to a water sampling station. Existing water services (of any size) that will not be used by the proposed development shall be abandoned at the main. Large services shall be abandoned by placing a blind flange on the tee at the main. Small services shall be abandoned by removing the corporation stop valve and installing the appropriate plug in the service saddle. Any valves or meters on abandoned services shall be removed. The meters shall be returned to the Water Resources Division if they are not reused. The Developer shall coordinate water service removals with the City's Water Resources Division as well as with the public works inspector.

Because the project is located within the reclaimed water service area, the irrigation system shall be connected to the reclaimed water system. If the Reclaimed water main is not currently located along the sight frontage of this project, the Developer shall extend the water main as necessary to connect to the main along said project site frontage.

Submit an application for a permit to use recycled water to the Water Resources Division of Public Works.

11. UNDERGROUNDING OF UTILITIES:

All existing and new electric (with the exception of any 60 KV and higher voltage wires) and communication lines along the project frontage and within the project shall be placed underground. Electric, gas, Comcast and SBC utilities are required and shall be placed in a common trench. All electric transformers shall be placed underground. (Commercial and industrial developments may have above ground transformers).

12. TRAILWAY/BIKEWAY REQUIREMENTS

Active Transportation Plan

Certain portions of this development are within the City of Livermore Active Transportation Plan established and adopted as part of the General Plan. The Developer will be required to dedicate and develop that certain land within and adjacent to this development for various trail and bikeway transportation purposes.

The relocated trail along Jack London Boulevard shall be a minimum of 10 ft wide and include but is not limited to appropriate transitions to and from the existing trail; modifications to signing and striping; and any surface treatments. (Revised August 4, 2025) (Revised August 12, 2025)

Trail Ramps (Revised: August 19, 2025)

Directional ramps shall be installed at all driveway crossings along the trail.

13. MEDIANS AND OTHER LANDSCAPED AREAS

Since the City has a new centralized irrigation system with a computer terminal and modem located at the City's Maintenance Service Center, the Developer shall install a City standard centralized irrigation controller system with communication accessories as approved by the City. The City may exempt this requirement based on the limited size of the landscape area.

14. HORTICULTURIST'S REPORT – Not Used

15. SPECIAL DISTRICTS

A. Landscaping and Lighting Maintenance and Operation – Not Used

B. Assessment District

The development shall annex into Community Facilities District No. 2021-1 (Citywide Maintenance) to provide for maintenance funds for public infrastructure installed with this project. The public infrastructure to be included in the CFD shall include but is not limited to:

1. Public trail along Jack London Boulevard

The Developer shall initiate and bear the costs for the annexation into CFD 2021-1.

Annexation documents shall be filed with the filing of the final map. The necessary documentation shall be submitted for City review with the first improvement plan submittal.

16. AIRPORT LOCATION

This development is located in the vicinity of the Livermore Municipal Airport. Aircraft operations in the vicinity of the property may potentially create nuisances, including but not limited to noise, vibration or odors. The owner and or future buyer should be aware that operations and flight numbers at the Livermore Municipal Airport could increase in the future. A report must be filed with the Division of Real Estate relative to this matter.

An avigation easement shall be granted to the City. The grant shall be made on the City's "Avigation Easement" form.

17. SUBDIVISION AGREEMENT AND SECURITY

Following tentative map approval, the Subdivision Improvement Agreement will not be submitted to the City Council until the Developer has submitted all of the documents indicated in the "Final Approval of Tract Map Checklist" in the Development Plan Check and Procedures Manual (28) days prior to the city council meeting at which the final map will be considered for final approval by the City Council.

18. FEE AMOUNTS

The Developer will be required to pay the applicable development impact fees and project processing fees due in connection with this subdivision. The fee shall be the amount in effect at the time the fee is required to be paid.

19. VEHICLE ACCESS

Prior to or with the submittal for the first plan check of the tract improvement plans and final map, the Developer shall submit for review and approval a traffic control plan for providing safe entry to and exit from the site. The purpose of the plan is to insure that there will be safe entry and exit by construction and other vehicles prior to the installation of the required permanent improvements on Jack London Boulevard.

Access to the development by construction equipment, material delivery and other heavy loads shall be limited by the Developer to the following route:

Isabel Avenue, Jack London Boulevard

Such heavy loads will not be allowed on existing residential streets in the vicinity of the development.

The wheel-loading on the above routes shall not exceed State load limits.

20. PHASING (Revised August 4, 2025)

The developer is proposing to file multiple final maps for the project. Per the Amended Tentative Map for Tract 8659, the first final map will subdivide the project to create the parcel for Phase 1 with Phase 2 reserved for future subdivision. The developer shall dedicate easements and construct public improvements in phases as follows:

Phase 1:

- ***a) Jack London Boulevard along Phase 1 with appropriate transitions***
- ***b) Multi-use trail along Jack London Boulevard with appropriate transitions***

Phase 2:

- ***a) Remainder of Jack London Boulevard along Phase 2***
- b) ***Remainder of Multi-use trail along Jack London Boulevard along Phase 2***
- ***c) Emergency Vehicle Access***
- ***d) Future public street***

FL:DES

EC SMP 39 VTTM 8656 Amendment final for CC 8-12-25

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING ECONOMIC INCENTIVE PACKAGE TERMS FOR PACIFIC FUSION AND DIRECTING STAFF TO NEGOTIATE AND PREPARE NECESSARY AND RELATED DOCUMENTS FOR SUBSEQUENT COUNCIL ACTION

On April 24, 2025, Pacific Fusion applied to develop an approximately 14-acre portion of a parcel identified by Assessor's Parcel Number (APN) 904-3-1-4, known as SMP 39, located on the south side of West Jack London Boulevard adjacent to the existing Oaks Business Park.

The City of Livermore is competing with other jurisdictions to attract the Pacific Fusion research and development (and demonstration) facility.

Pacific Fusion proposes to build a light industrial building that would function as a research and development and advanced manufacturing facility that would test and demonstrate commercially viable clean energy through fusion power. The goal of the system is to produce net energy gain, defined as deriving more energy output than input. Fusion energy systems could replace legacy energy production facilities by producing plentiful, reliable, safe, and clean energy.

The Project is consistent with the goals and policies of Livermore's General Plan, Strategic Plan, and Climate Action Plan related to fostering an innovation economy, creating jobs, expanding the tax base, and promoting renewable technologies.

The Project represents an approximately $1 billion total investment, which would provide a range of fiscal and economic benefits to Livermore, including approximately $1 million in annual revenue; approximately 250 permanent, high-wage jobs; and additional community benefits.

Pacific Fusion's venture capital funding is tied to achieving technical milestones and key performance metrics. Achieving these metrics requires significant capital and the high cost of doing business in California compared to other locations under consideration could potentially limit resources needed to meet these technical milestones.

Any cost savings on business operations would be beneficial to the mid-to-long-term viability of the company and the City's competitiveness compared to other jurisdictions.

On September 8, 2024, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, and all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that prior to taking action on the Economic Incentive Package ("the

Incentives"), and at a properly noticed public meeting, the City Council reviewed written and oral staff reports, conducted a public hearing on the Incentives, took testimony, and received into the record all pertinent documents related to the Incentives (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore has considered the Record Evidence and adopted a resolution finding the Project to be exempt from the provisions of California Environmental Quality Act (CEQA) under Public Resources Code Section 21080.69, as amended by Senate Bill 131, a project that consists exclusively of a facility for advanced manufacturing; and adopting an Addendum to the 2024 SMP 39/40 Environmental Impact Report (SCH 2023010091) pursuant to the provisions of CEQA. Further, the Economic Incentive Package would facilitate and help implement the Project as exempted or otherwise evaluated in the Addendum and therefore does not require additional analysis.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore finds that the Project's investment, creation of jobs, expansion of the tax base, enhancement of clean energy and contributions into the Livermore economy, as described in the Record of Evidence, are of a net public benefit and would improve the economic welfare of the City and its residents.

BE IT FURTHER RESOLVED that, in consideration of the net public benefit, the City Council of the City of Livermore directs the City Manager or their designee to offer and negotiate the following Economic Incentive terms to Pacific Fusion, including, but not limited to:

1. Unsecured Property Tax: Rebate for a period of 10 years eighty percent of the City's portion of all required unsecured property tax for the Project, consistent with the California Revenue and Taxation Code (RTC), Division 1, Part 2.
2. Industrial Construction Tax: Amend Livermore Municipal Code Chapter 3.08 to allow the City to waive or adjust the industrial construction tax under specific conditions in certain industrial districts for unique research and development facilities, or experimental and testing laboratories, that generate a range of medium to high-wage jobs.
3. Community Facilities District: Form a Community Facilities District (CFD) for the Project site, to include public infrastructure and public impact fees, consistent with all requirements of the Mello-Roos Community Facilities Act of 1982 (California Government Code Sections 53311 – 53368.3).

BE IT FURTHER RESOLVED that the City Council of the City of Livermore directs the City Manager or their designee to prepare all necessary and related documents to implement the Economic Incentive Package and to return to the Council for subsequent actions, provided that Pacific Fusion opts to locate its facility in Livermore.

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 September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Christine Crowl
Christine Crowl
Special Counsel

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 8.1**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Designation of voting delegate and alternates for the 2025 League of California Cities General Assembly.

RECOMMENDED ACTION

Staff recommends the City Council appoint one voting delegate and up to two alternates to represent the City of Livermore at the 2025 League of California Cities General Assembly.

DECISION TYPE

Administrative

SUMMARY

Each year the League of California Cities ("League") holds a General Assembly where League membership considers and takes action on resolutions that establish League policy. In order to vote during the General Assembly, the City Council must designate a voting delegate and up to two alternates.

DISCUSSION

The League of California Cities is an association of California city officials who work together to shape policies affecting local government. The League's Annual Conference is scheduled for October 8-10, 2025, at the Long Beach Convention Center, including the General Assembly on October 10, 2025. At the General Assembly, cities will vote on resolutions that establish League policy. In order to vote on behalf of the City of Livermore during the General Assembly, the City Council must designate a voting delegate and up to two alternates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity. This action must be taken by the City Council and cannot be accomplished by individual action of the mayor or city manager.

The voting delegate and alternates must be registered to attend the League's Annual Conference (either the entire conference or October 10th only). To cast the City's vote, the delegate or alternate must have

in their possession the City's voting card and voting tool, and be registered with the League's Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates.

After the delegate and alternates have been designated by the City Council, staff will submit the online Voting Delegate Form to the League by the deadline of September 24, 2025.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal and administrative impacts associated with the designation of a voting delegate and alternates.

COMMUNITY PILLAR

5: A City That Works

GOAL

3: Oversee the City's legislative advocacy efforts

ATTACHMENTS

1. 2025 Cal Cities Voting Delegate Information Packet

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

ATTACHMENT 1

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions

Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee

The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly

During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 8.2**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution appointing and approving an employment contract with a new City Attorney

RECOMMENDED ACTION

The City Attorney Selection Committee recommends the City Council adopt a resolution appointing Kimberly D. Cilley as City Attorney and approving the employment contract.

DECISION TYPE

Administrative

SUMMARY

Following City Attorney Jason Alcala's retirement announcement, the Council worked with the executive recruiting firm, Bob Murray and Associates, to conduct a recruitment for a new City Attorney. The recruitment was open for over a month and was widely advertised in various locations including California Lawyer's Association, International Municipal Lawyers Association, Law Jobs, and Hispanic National Bar Association. The Council received 17 applications, seven of which were moved forward to a preliminary interview. The Council interviewed the four best qualified candidates. Bob Murray and Associates conducted a background check on the final candidate.

Mayor Marchand and Vice Mayor Branning serving as the City Attorney Selection Committee for the City Council recommends the City Council appoint Kimberly D. Cilley as Livermore's next City Attorney and approve an employment contract that was prepared consistent with regional compensation practices.

DISCUSSION

The employment contract for Kimberly D. Cilley includes the following key terms:

- **Employment Start Date:** September 29, 2025
- **Contract Length:** Evergreen contract – there is no end date.

- **Severance:** 12 months (This provision shall not apply if termination is for cause)

- **Annual Base Salary:** $315,269

- **Deferred Compensation:** City paid contribution of $270 per pay period with matching contribution of $270 per pay period.

- **Retiree Health**: City paid contribution to a Retiree Health Savings Account equal to 4% of base salary.

- **Monthly Auto Allowance:** $400

- **Leave Accrual**: Annual vacation accrual at 135.98 hours increasing to 160.94 hours on anniversary date in 2028. 80 hours of vacation leave to be granted immediately upon hire; ability to cash out any amount of unused vacation; and administrative leave accrual at 120 hours a year and administrative leave bank of 60 hours at signing of contract.

- **Performance Evaluation:** First performance review at six months leading to a possible 6% salary increase and additional $3,000 annually in deferred compensation contribution. Subsequent performance evaluations and goal setting will be conducted annually leading to possible merit and COLA adjustments.

- **Employee Schedule:** 9/80 schedule with week one nine hours a day Monday through Thursday and eight hours on Friday working remotely. Week two shall consist of nine hours a day, Monday through Thursday and Friday off.

- **Professional Development:** The City will pay for an executive coach to help Ms. Cilley transition into her City Attorney role and the City agrees to allow and pay all expenses associated with membership fees as well as employment-related conferences.

FISCAL AND ADMINISTRATIVE IMPACTS

The cost of the employment contract for the remainder of FY 2025-26 is approximately $297,580 and up to $421,711 for FY 2026-27, which are included in the FY 2025-26 and 2026-27 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 - City Attorney Contract

Prepared by: Tina Olson
Administrative Services Director

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPOINTING AND APPROVING AN EMPLOYMENT CONTRACT WITH THE NEW CITY ATTORNEY

City Attorney, Jason Alcala, retired on August 22, 2025.

On September 8, 2025, the City Council approved an Employment Contract with Kimberly D. Cilley for the position of City Attorney, with a start date of September 29, 2025. The terms and conditions of employment between the City of Livermore and Ms. Cilley are outlined in the attached City Attorney Employment Contract.

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

1. Approves the terms and conditions in the City Attorney Employment Contract, attached hereto as Exhibit A, between the City of Livermore and Kimberly D. Cilley, for her to become Livermore's next City Attorney; and

2. Authorizes the Mayor, on behalf of the City of Livermore, to execute the City Attorney Employment Contract with Ms. Cilley with a start date commencing on September 29, 2025.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 29, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Acting City Attorney

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CITY ATTORNEY EMPLOYMENT CONTRACT

This contract, dated _____, is made between the City of Livermore ("City") a California municipal corporation, and Kimberly D. Cilley ("Employee").

RECITALS

City desires to employ the services of Employee as City Attorney of the City of Livermore and to provide certain compensation and establish certain conditions of employment of the City Attorney.

Employee desires to accept employment as City Attorney under the conditions contained in this contract.

In consideration of the mutual covenants contained in this contract, the parties agree as follows:

I. TERM

The term of this contract shall begin on, and its effective date shall be September 29, 2025, and shall continue indefinitely subject only to the Termination and Severance (section IV) and Resignation (section IX) provisions of this contract. Both City and Employee understand that Employee's employment is at the will of both parties. Thus, Employee serves at the pleasure of the City Council, subject only to the Termination and Severance (section IV) and Notices (section VIII) provisions contained in this contract. In like manner, nothing in this contract shall interfere with the right of Employee to resign at any time subject to the Resignation (section IX) and Notices (section VIII) provisions of this contract.

II. DUTIES

City agrees to employ Employee as City Attorney to perform the duties specified in Livermore Municipal Code Chapter 2.12 and the laws of the State of California, as well as other duties assigned by the City Council, which reasonably relate to the position of City Attorney.

Employee agrees to remain in the exclusive employment of City except that City acknowledges that Employee may engage in other professional activities (including teaching, writing, legal representation of family members in matters unrelated to the City of Livermore, and the like) so long as these activities do not interfere or conflict with Employee's duties as City Attorney.

III. COMPENSATION

A. Salary. City agrees to pay Employee a salary of $315,269 per year, payable at the same time as other City employees are paid. Employee's salary may increase after Employee's first performance review pursuant to section V (A) of this contract.

B. Benefits. Employee shall be entitled to receive the same benefits as are provided for all City Department Heads. The Employee shall also receive: 80 hours vacation leave when the contract commences and shall thereafter accrue vacation leave annually at an amount of

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135.98 hours increasing to 160.91 hours on Employee's anniversary date in 2028. Employee shall also receive 60 hours of administrative leave when the contract commences and shall thereafter receive administrative leave in an amount of 120 hours (annually). Additionally, Employee shall receive:

(1) A car allowance of $400 per month.

(2) City contribution of $270/pay period into a City deferred compensation program to the extent that such contribution is matched by Employee's contribution. Employee's City deferred compensation may increase after Employee's first performance review pursuant to section V (A) of this contract.

(3) Retiree health savings benefit – Employee is eligible for the retirement health savings benefit, with the City contributing 4% of Employee's annual base salary into the Employee's account.

(4) Vacation cash-out – Employee shall be eligible to cash out any amount of accrued vacation leave each year and any portion of which may be applied to deferred compensation.

IV. TERMINATION AND SEVERANCE

A. City may terminate, without cause, this contract and the employment of Employee by providing written notice of such termination to Employee in a manner set forth in the Notices (section VIII) provisions of this contract.

B. If the City Council acts in a manner such that the California Rules of Professional Conduct of lawyers require Employee to withdraw from representing the City of Livermore, then that mandatory withdrawal will be treated as a termination without cause for the purposes of this contract. The California Rules of Professional Conduct of lawyers are adopted by the Board of Trustees of the State Bar of California and approved by the California Supreme Court to protect the public, the courts, the legal profession, and the integrity of the legal system. Examples of City Council actions that require mandatory withdrawal are set forth in Rule of Professional Conduct 1.16(a)(1) and include scenarios where a client brings an action, conducts a defense, asserts a position in litigation, or takes an appeal, without probable cause and for the purpose of harassing or maliciously injuring any person. Other scenarios include situations where a client persists in instructing the lawyer to act contrary to professional ethics or the law. If there is a disagreement whether the City Council's conduct warrants the Employee's mandatory or permissive withdrawal, the question will be presented to either the State Bar of California, or to a court of competent jurisdiction, to evaluate and determine whether that conduct requires the Employee's mandatory withdrawal, which determination shall then be applied for the purpose of implementing this section in the contract.

C. In the event of such termination without cause as set forth in this Section IV, while Employee is willing and able to perform the duties of City Attorney, City shall pay Employee's salary and benefits (in the amounts as of the date of termination) for a period of 12 months from the date of termination subject to, and such payment shall be interpreted to comply with, the limitations set forth in California Government Code Sections 53260 and 53261. This provision shall not apply if termination is for cause. For the purpose of this contract, termination for cause shall mean that Employee is terminated for:

(1) willful misconduct;
(2) abuse of drugs or alcohol which materially affects the performance of her duties;
(3) repeated and protracted unexcused absences from the City Attorney's office;
(4) conviction of any felony;
(5) conviction of a misdemeanor involving moral turpitude;
(6) acceptance of employment from another source inconsistent with this contract; or
(7) any material breach of this contract.

V. PERFORMANCE EVALUATION

A. The Employee's first performance review shall occur after six months of employment with the City leading to a possible 6% salary increase and an additional $3,000 annually in deferred compensation contribution.

B. Each October, the City Council shall review Employee's performance to determine, among other things, entitlement to any salary increase (including merit and/or cost of living) or whether to award any one-time special merit award, or bonus, for the accomplishment of the City Council's specific goals, or for exceptional results or performance above the expected fulfillment of Employee's job obligations.

C. Each year as part of the Employee's evaluation process, Employee and City Council shall meet to discuss establishing performance objectives for Employee. Evaluations shall be primarily based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation as well as upon the performance of the full range of duties required of Employee as the City Attorney by the laws of the State of California, the Livermore Municipal Code, and the Council goals and policies. The City Council and Employee shall also assess the quality and effectiveness of their working relationship. After reviewing Employee's performance based upon the agreed upon goals and objectives, the City Council shall notify City Attorney in writing whether the City Attorney has performed, in the Council's judgment, satisfactorily or unsatisfactorily.

D. Merit Increases. City may increase the Employee's base salary and/or other benefits in an amount and to the extent as the City may determine that is desirable to do so on the basis of an annual performance evaluation and salary review. In addition, a lump-sum merit payment may be awarded in the City Council's sole judgment and discretion if it finds that the Employee's job performance exemplifies excellence in a unique program or activity having a significant positive impact on City operations or the community, but such award shall not be added to the Employee's salary.

VI. PROFESSIONAL DEVELOPMENT

City will pay for an executive coach to help the Employee transition to her City Attorney role.

City acknowledges its mutual interest in the continuing professional development of Employee. Thus, City agrees to allow and pay all expenses associated with membership fees as well as employment-related conferences, including meals, subscriptions, and professional

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development costs associated with professional organizations, such as the California Bar Association, the League of California Cities, the Bay Area City Attorney's Association, the Contra Costa City and County Attorney's Association, and the East Alameda County Bar Association. This may include activities such as serving as an officer or board member of such organizations. Professional development activities will not distract Employee from her other duties as City Attorney.

VII. EMPLOYEE SCHEDULE

The Employee shall have a 9/80 work schedule. Week one of the 9/80 schedule shall be nine hours a day, Monday through Thursday and eight hours on Friday working remotely. Week two shall consist of nine hours a day, Monday through Thursday and Friday off.

VIII. NOTICES

The notices pursuant to this contract shall be by certified registered mail return receipt requested addressed as follows:

A. City:

City Council
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

B. Employee:

Kimberly Cilley
City Attorney
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

IX. RESIGNATION

Employee may resign, retire, or terminate, without cause, this contract by providing written notice of such event to City in a manner set forth in the Notices (section VIII) section of this contract. Employee shall provide the written notice at least 60 days in advance of such event. During the period following notice and until the date the resignation, retirement, or termination of this contract becomes effective, all rights and obligations of City and Employee under this contract will remain in effect. Upon separation, Employee will be paid for all benefits and earned, accrued, and unused leave in the same manner as City Department Heads upon separation.

X. GENERAL PROVISIONS

A. This written contract shall constitute the entire agreement between the parties, and they have drafted it jointly. No representations, except for those herein, have been made or relied upon.

B. This contract shall be binding upon and inure to the benefit of the heirs at law and

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executors of Employee.

C. If any provisions or any portion thereof contained in this contract is held invalid by a court of competent jurisdiction, the remainder of this contract shall be deemed severable and shall not be affected and shall remain in full force and effect.

D. This contract may be modified or extended only upon the written consent of City and Employee.

E. Employee will provide the City at least 60 days written notice of the effective date of his resignation or retirement.

F. While the Employee shall have a 9/80 work schedule, it is recognized that the position of City Attorney is an executive management position which often requires more than a conventional 40 hour-per-week to provide the desired level of professional service. It is further recognized that to properly fulfill her duties and responsibilities, Employee will devote a considerable amount of time outside normal office hours to the business of the City. Therefore, Employee will not be required to maintain a strict 40 hour-per-week on-site presence at City Hall, and may occasionally be absent from City Hall during normal business hours as is reasonable and appropriate. This flexibility in work schedule shall not be abused. In this regard, Employee is required to maintain a regular on-site presence during normal business hours that is sufficient to properly administer and oversee the activities of the City Attorney's office and its employees, to provide accessibility to City Council members, Department Heads, citizens, and other persons or firms who have business with the City and to generally ensure that the City Attorney's office functions appropriately on a day-to-day basis. Excessive absences during regular business hours will be a matter of concern to the City. Employee is expected to be available at all times, except for the time taken on personal matters, such as vacations. City expects Employee to make prudent and reasonable arrangements for such personal time off, such as reasonable notice and arrangements, for example, for acting City Attorneys.

It is one of the duties of the City Attorney of the City of Livermore to serve as the primary legal advisor to the City for the implementation, support, and articulation of the City Council's policies and objectives. As such, Employee is expected to maintain a reasonably high level of community involvement and should become an active participant in community activities including those conducted or sponsored by City and its departments and those conducted or sponsored by various community organizations.

G. City and Employee agree to fully comply with AB 1344 that became effective on January 1, 2012, and to fully comply with other applicable law as it exists on the date of this contract. In that regard, the following Government Code Sections are hereby incorporated into this contract:

Section 53243 *Reimbursement of paid leave salary required upon conviction of crime involving office or position*

Section 53243.1 *Reimbursement of legal criminal defense upon conviction of crime involving office or position*

Section 53243.2 *Reimbursement of cash settlement upon conviction of crime involving office or position*

EXHIBIT A

Section 53243.3 *Reimbursement of noncontractual payments upon conviction or crime involving office or position*

Section 53243.4 *"Abuse of office or position" defined*, and

Section 53244 *Forfeiture of rights to pension or retirement benefits by local public officer upon conviction of felony for conduct arising out of, or in the performance of, official duties*.

H. Employee understands and agrees that the term of her employment is governed only by this contract and that no right of regular employment for any specific term is created by this contract. Employee further understands that she acquires no property interest in her employment by virtue of this contract, and that the employment is "at will" as defined in the laws of the State of California (meaning that she can be terminated at any time for any reason or for no reason), and that she is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action, except those specifically set forth in Government Code section 54957(b)(2).

In witness whereof, City has caused this contract to be signed on its behalf by its Mayor, and duly attested by its City Clerk, Employee has signed this document on or before the date written above.

ATTEST:

Deborah L. Elam
City Clerk

CITY:

John Marchand
Mayor

APPROVED AS TO FORM

DocuSigned by:
Tara Mazzanti
B099F65715704E2...
Tara Mazzanti
Senior Assistant City Attorney

EMPLOYEE:

Signed by:
Kimberly D. Cilley
E8B2667856E14E0...
Kimberly D. Cilley
City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 11.1**

DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

DECISION TYPE

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

6.8	Resolution authorizing the City Manager to execute a Memorandum of Agreement with the East Bay Regional Park District for the interim and long-term land management and monitoring of the 211-acre Doolan Canyon Conservation Easement Project that provides wildlife habitat mitigation for the El Charro Specific Plan Development, Isabel Interchange Project, and the Livermore Toyota Dealership Development Project. Material: Public Comment
7.1	Hearing to consider a request to approve development of a new, approximately 225,500 square-foot light industrial building and research and development facility on an approximately 14-acre vacant parcel along West Jack London Boulevard west of the Oaks Business Park and an economic incentive package. The facility would test and demonstrate commercially viable clean energy through fusion power. Material: PowerPoint Presentation
8.2	Resolution appointing and approving an employment contract with a new City Attorney. Material: PowerPoint Presentation

9.0	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: Ashley Zieba
Assistant City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

From: Larry Gosselin
To: City Clerk
Subject: Agenda Item 6.8 Request for Continuance or Conditional Approval of MOU – Habitat Mitigation Area MOU
Date: Monday, September 8, 2025 11:50:23 AM

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Honorable Councilmembers,

I write as the adjacent property owner to the proposed Doolan Canyon Conservation Easement Project. I am a regional open space advocate as well as a working rancher .

I respectfully request that you either **continue** the proposed MOU with EBRPD/CDFW/land trust or, if you choose to act tonight, **condition** your approval with the requirement that the existing contract be fulfilled for a public trail and access connecting Collier Canyon Road to Doolan Road across the Doolan Preserve.

My intent is to support Livermore's open-space and trail objectives while ensuring existing agreements, legal obligations, and jurisdictional entity contributions are honored.

Key Considerations

1. **Existing Conflicting Contract for Staging Area & Trails Easement Contract**
   - On April 27, 2017, my family entered a fully executed Option Agreement with EBRPD for the purchase of a public-access staging area and lease of a multi-use trail easement, an emergency and maintenance vehicle access, and a 1.5 acre staging area across my family's parcel at 6600 Collier Canyon Road. The trail was intended to provide public access to Doolan Preserve from Collier Canyon Road and serve as a critical connector for future trails development,
   -
   - Evidence of this agreement includes the Option Purchase Sale Agreement signed by the General Manager and approved by the board of Directors, subsequent emails, full funding for the sale placed into escrow, partial distribution of funds, and actions taken to memorialize the agreement on maps and surveys, including this Agenda Item Attachment 2 which describes a "Future Entrance" with a trail access carve and out and trail connection into the habitat mitigation area, and Attachment 3 which includes a survey of the connection. The trail has been widely discussed in the community and is also memorialized as T20 on the LARPD 2016 Master Plan map.
   - I was recently informed by EBRPD that the district has greater interest in generating revenue from the sale of habitat mitigation than providing public access to Doolan Preserve. They confirmed a prior staff member's abandonment of the public easement.
   - My family will request mediation as recommended by the purchase agreement, and consider further action based on the outcome of mediation.
2. **Altamont Landfill Open Space Committee**
   - Altamont Landfill Open Space Committee (ALOSC) is an Affected Party.
   - ALOSC entered into a separate agreement with EBRPD to fund 50% of the EBRPD purchase of the two easements and staging area.
   - ALOSC has not been informed of the withdraw of EBRPD from the purchase agreements and the loss of public access to Doolan preserve from Collier Canyon Road.
   - ALOSC funds remain sequestered in an escrow account
3. **Trail Infrastructure & Public Access**
   - As mentioned, LARPD's 2016 maps and EBRPD's attachments confirm intended trail alignments, emergency access, and a staging area on my property. These trail infrastructure improvements have been accepted by the community at large.
   - Current trails planning is affected. This trail connector is integral to community and regional

trail plans. East Almeda County has been labelled as the Murray Township Untrailed Zone due to the lack of trail development that began with the state California Riding and Hiking Trail that was proposed in the 1950's.
    - Other impacted trails include the planned Mokelumne Coast to Crest Trail, and a comprehensive trail network planned for north Livermore by Livermore Area Recreation and Park District.
    - The Isabel neighborhood is a high-density affordable housing area with intensive business activity and a nationally ranked college. The loop trail created by the
4. **Need for Regional Oversight & Equity**
    - LAFCO's authority (Gov. Code §§56375(a)(6), 56430(a)(3)) covers trail systems and open space, especially in the historically underserved Murray Township Untrailed Zone.
    - The unresolved $110 million accounting dispute between EBRPD and LARPD underscores the need for neutral LAFCO review of EBRPD activity that affects the complex competing needs of open space infrastructure and its impact on agritourism, recreation, agricultural land use, integrated wildlife corridors and other Measure D priorities.
5. **CEQA & Legal Exposure**
    - Under Public Resources Code §21065 and CEQA Guidelines §15064(e), any discretionary land-use change with indirect impacts on adjacent parcels or public access requires environmental review.
    - Approving the MOU without CEQA analysis and without closing escrow may expose the City to litigation.
    - The abandonment of the two trail easements and staging area is a significant impact of the designation of grazing land to be a habitat mitigation asset.

Proposed Motion

If you choose to approve the MOU this evening, I respectfully request the following condition be added to the motion:

"Approval of Agenda Item 6 is conditioned upon the close of escrow of the Trails Easement and Staging Area Purchase, fulfilling the terms of the agreement between EBRPD and the property owners at 6550 & 6600 Collier Canyon Road."

This condition ensures that Livermore's action upholds existing regional partnerships and public-access obligations.

Thank you for your stewardship of Livermore's open space and trail network. I stand ready to collaborate with City staff, ALOSC, LAFCO, and EBRPD to secure a transparent, legally sound outcome.

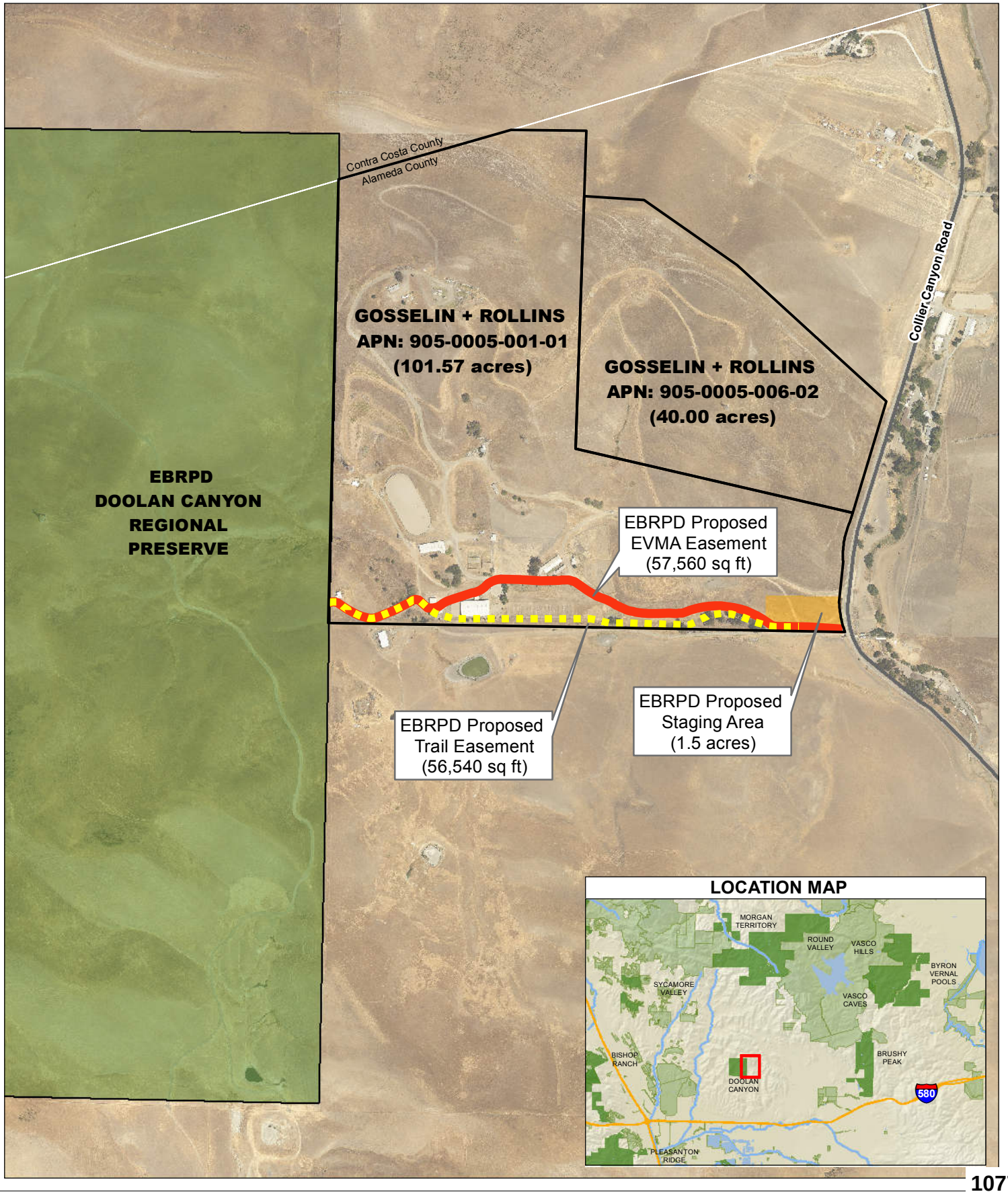
Sincerely,

Larry Gosselin

East Bay Regional Park District
Planning/GIS Services

GOSSELIN AND ROLLINS PROPERTY
DOOLAN CANYON REGIONAL PRESERVE
ALAMEDA COUNTY

Feet
0 140 280 420 560 700



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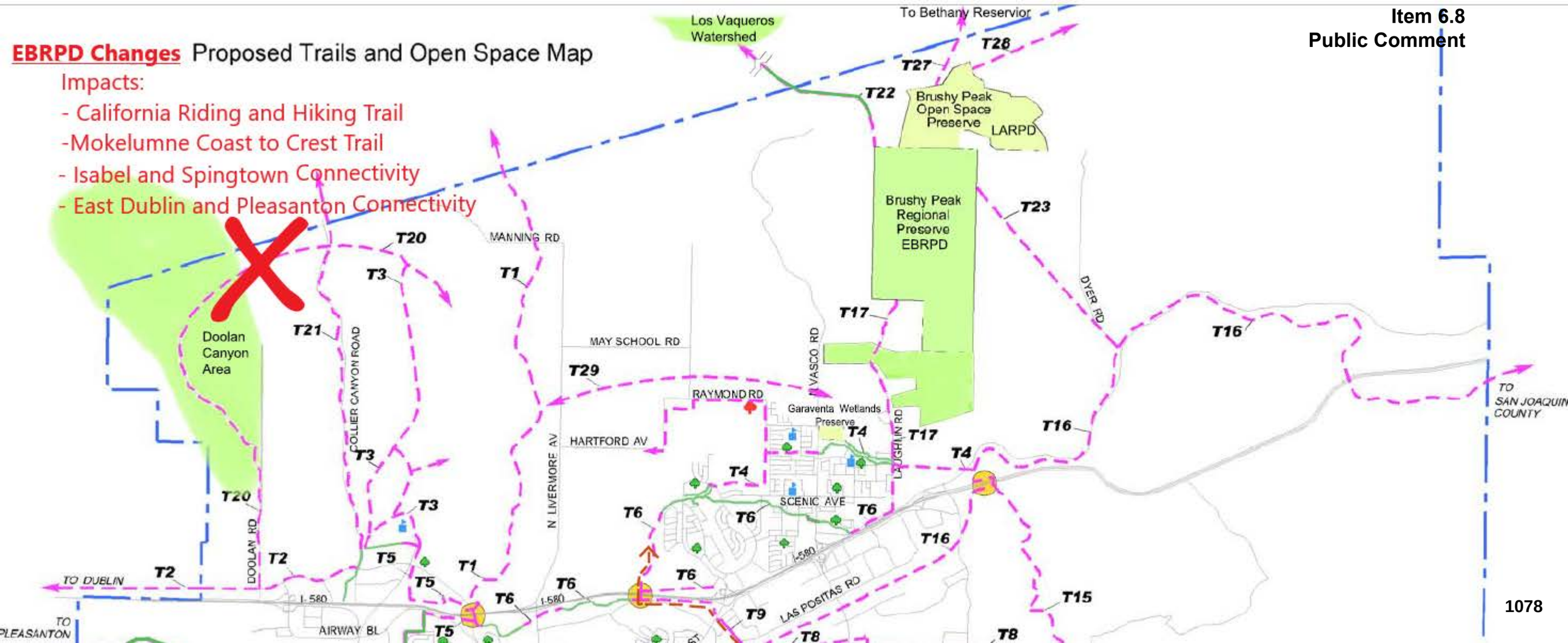
EBRPD Changes Proposed Trails and Open Space Map
Impacts:
- California Riding and Hiking Trail
-Mokelumne Coast to Crest Trail
- Isabel and Spingtown Connectivity
- East Dublin and Pleasanton Connectivity
Los Vaqueros Watershed
To Bethany Reservior
Brushy Peak Open Space Preserve
LARPD
Brushy Peak Regional Preserve EBRPD
Doolan Canyon Area
MANNING RD
MAY SCHOOL RD
RAYMOND RD
HARTFORD AV
N VASCO RD
N LIVERMORE AV
COLLIER CANYON ROAD
DOOLAN RD
DYER RD
LAUGHLIN RD
Garaventa Wetlands Preserve
SCENIC AVE
LAS POSITAS RD
I-580
AIRWAY BL
TO DUBLIN
TO PLEASANTON
TO SAN JOAQUIN COUNTY
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Pacific Fusion Project

City Council Meeting

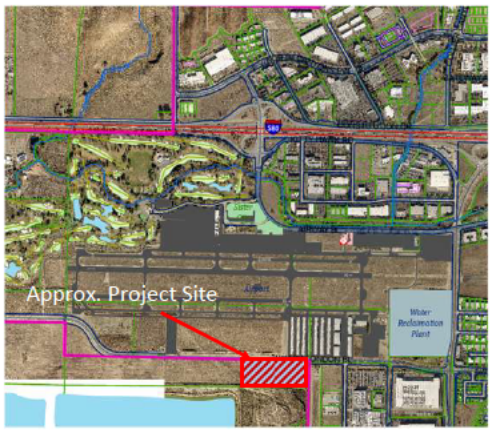
September 8, 2025

Emily LaDue, Assistant Planner

CITY OF LIVERMORE

1

Background - Project Location



- South of Jack London Blvd and Airport
- West of Oaks Industrial Business Park
- Easternmost side of SMP39 site
- GP and Zoning authorize Industrial uses

Annexed/zoned specifically to create:

- Campus like setting
- Mix of office and industrial uses
- Environment for innovation, research and experimental laboratories

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2

Entitlements

Entitlement	Proposed
Planned Development Amendment	• Allow up to 110-foot max building height (with conditional use permit) to accommodate interior building clearance for specialized equipment or other design features • Remove the 20% limitation on warehouse and distribution facilities
Vesting Tentative Tract Map (VTTM) Amendment	• Create an approximately 14-acre parcel to accommodate the new research and development facility
Site Plan Desing Review (SPDR)	• Approval of site layout, landscape design, and building architecture
Conditional Use Permit (CUP)	• Authorize a building height up to 110-feet
Environmental Review	• Addendum to Certified SMP39/40 EIR • SB 131 Exemption for Advanced Manufacturing

CITY OF LIVERMORE

3

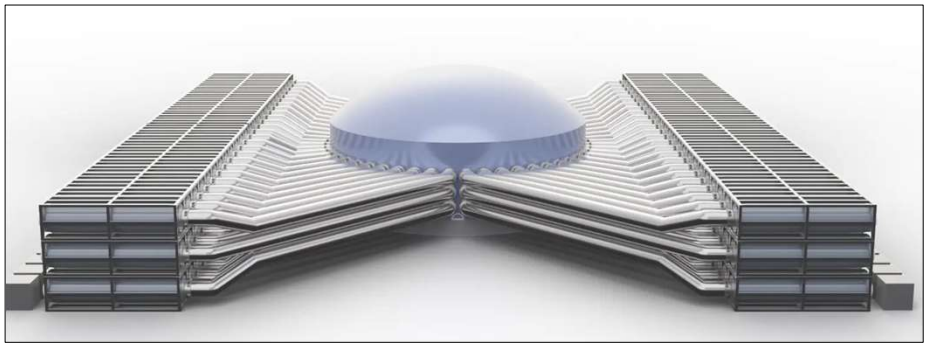
Project Description

- Light Industrial Use: Research and Development Facility, Advance Manufacturing
- Commercialization of New Green Energy Technology (Fusion)
- Building would contain a Pulse System "Pulser" (reason for height amendments)
- Expands on decades of Government investment and Lawrence Livermore National Labs major advances in inertial fusion performance
- Pacific Fusion uses pulsed magnetic inertial fusion
- **GOAL:** Sustainable Clean Energy Source where the output is greater than the input

CITY OF LIVERMORE

4

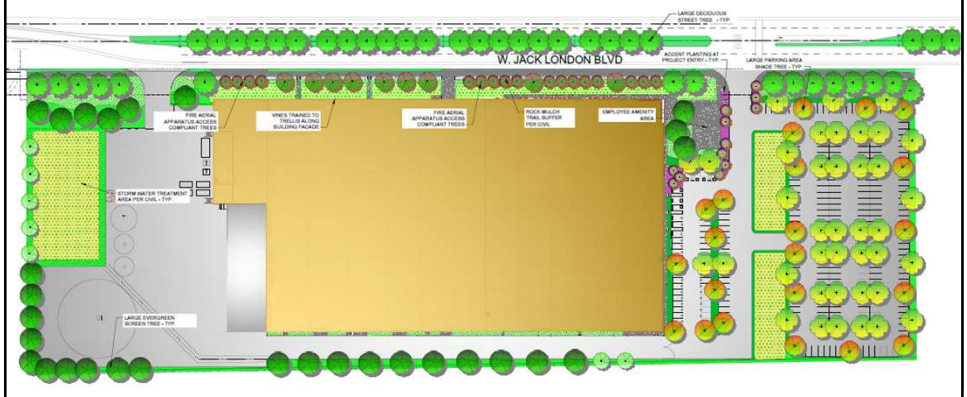
Pulser



CITY OF LIVERMORE CALIFORNIA

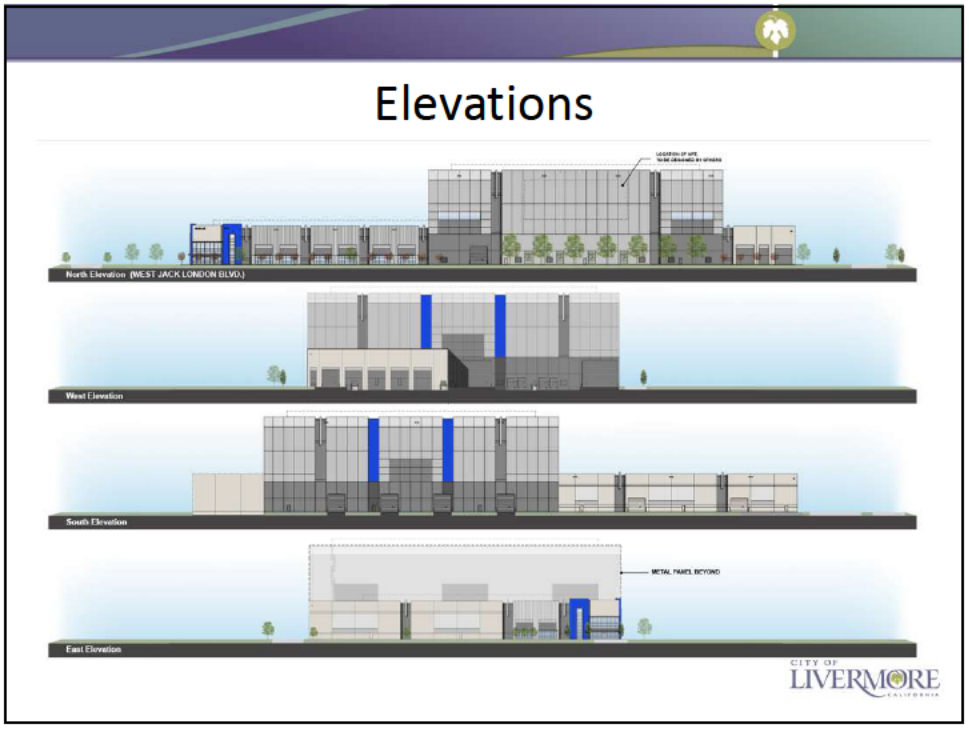
5

Site Plan



CITY OF LIVERMORE CALIFORNIA

6


Elevations
North Elevation (WEST JACK LONDON BLVD.)
West Elevation
South Elevation
East Elevation
CITY OF LIVERMORE

7


Building Design
CITY OF LIVERMORE

8

Project Benefits

Climate Action Plan Strategies: Foster an innovative green economy - commercialization of a new green energy technology

Strategic Pillar - An Economy that Prospers:

- 250 high-quality jobs: technicians, engineers, scientists
- Emerging industry cluster: draw interest from related businesses wanting locate in Livermore near Pacific Fusion and the Labs

Community Partnerships: Opportunities to establish and maintain community partnerships: Las Positas College, Innovation Tri Valley, Livermore Labs

CITY OF LIVERMORE CALIFORNIA

9

Incentive Package

The City Council is also being asked to consider incentives to make Livermore more competitive and help the company achieve technical milestones and access to capital by waiving, deferring, or rebating costs associated with business operations:

- Unsecured Property Tax Abatement: Rebate 80% of Livermore's share of all unsecured property tax for a period of 10 years. The City would retain all secured property tax (land and building) and 20% of the unsecured property tax (equipment).
- Tax on Industrial Construction Elimination: Adjust the industrial construction tax for certain types of uses. Removes approximately $630,000 from project costs.
- Community Facilities District Formation: Spread Public Improvement and Impact Fees (approximately $8 million) over a 30-year period.

CITY OF LIVERMORE CALIFORNIA

10

Recommendation

The Planning Commission and Staff recommend the City Council:

- Adopt a resolution finding that the project is exempt under the California Environmental Quality Act section 21080.69, as amended by Senate Bill 131, a project that consists exclusively of a facility for advanced manufacturing and certify/adopt an Addendum to the SMP 39/SMP 40 Environmental Impact Report, in accordance with the California Environmental Quality Act;
- Introduce an ordinance, and waive the first reading, adopting Planned Development Amendment (PD) 25-002 and direct staff not to proceed with a second reading or adoption of the ordinance if Pacific Fusion opts not to locate in Livermore, thereby invalidating the project approvals established by resolution;
- Adopt a resolution approving Vesting Tentative Tract Map Amendment (VTTM) 8656/Subdivision (SUB) 25-001, Site Plan Design Review (SPDR) 25-005, and Conditional Use Permit (CUP) 25-002; and
- Direct the Planning Manager to file a Notice of Exemption and Notice of Determination, in accordance with the provisions of the California Environmental Quality Act, subject to project approval.

Staff recommends the City Council adopt a resolution:

- Authorizing economic incentive package terms for Pacific Fusion and directing staff to proceed with negotiating an economic incentive agreement and to prepare related documents for subsequent Council action.

If Pacific Fusion does not choose to locate in Livermore, staff recommends Council:

- Direct staff to not proceed with second readings of the ordinance, which would also invalidate the project approvals established by resolution.

CITY OF LIVERMORE CALIFORNIA

11



City Attorney Employment Contract

September 8, 2025

Presented by Tina Olson, Administrative Services Director

CITY OF LIVERMORE CALIFORNIA

1

City Attorney Selection Process

Recruiter – Bob Murray and Associates

- Widely advertised for over a month
- 17 applications
- Council interviewed top four

Council selected Kimberly Cilley

- City of Pleasanton's Assistant City Attorney
- Livermore's former Senior Assistant City Attorney

CITY OF LIVERMORE CALIFORNIA

2

Main Contract Terms

Start Date:	September 29, 2025
Contract Length:	Evergreen
Severance:	12 months (except if termination is for cause)
Base Salary:	$315,269 annually
Deferred Comp:	$270 per pay period
Performance Evaluation:	First evaluation after six months leading to up to 6% salary increase and additional $3,000 annually in deferred comp

CITY OF LIVERMORE CALIFORNIA

3

Recommendation

Staff recommends City Council:

1. Adopt a resolution appointing and approving an employment contract with the new City Attorney, Kimberly Cilley

CITY OF LIVERMORE CALIFORNIA

4

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	8/3/2025	City of Livermore	Dedication	Dedicated a park bench in memory of Granada High athlete, Tommy Dyer
Mayor Marchand	8/5/2025	Livermore Morning Rotary	Weekly meeting	Heard a presentation and update from State Senator McNerney
Mayor Marchand	8/5/2025	City of Livermore	National Night Out	Attended a number of neighborhood get-togethers to promote community safety.
Mayor Marchand	8/7/2025	TV30 Community Television	Mayor's Report	Provided an update on City activities.
Mayor Marchand	8/7/2025	Livermore Lab Foundation	Poster sessions	Met and spoke with many of the participants.
Mayor Marchand	8/8/2025	Innovation Tri-Valley	Monthly meeting	Discussion on building healthy communities.
Mayor Marchand	8/10/2025	City of Livermore	Eagle Scout Court of Honor	Presented a Certificate congratulating Giancarlo Matteucci
Mayor Marchand	8/12/2025	City of Livermore	Tour	Toured the Pacific Fusion facility in Fremont.
Mayor Marchand	8/13/2025	Chamber of Commerce	Morning business mixer	Networked and answered questions from local businesses.
Mayor Marchand	8/14/2025	National Nuclear Security Administration	Meeting with representatives	Met with the Manager of the Field Office.
Mayor Marchand	8/14/2025	City of Livermore	Summer Intern Commencement	Attended, spoke and heard about their experiences.
Mayor Marchand	8/14/2025	City of Livermore	Retirement for LPFD Chief Joe Testa	Presented Chief Testa with a an LPFD JPA Proclamation.
Mayor Marchand	8/14/2025	Stanford Health Tri-Valley	10 Anniversary	Presented a certificate commemorating the anniversary.
Mayor Marchand	8/15/2025	City of Livermore	Met with Stanford Health Tri-Valley President and CEO, Misty Jones.	Talked about local healthcare initiatives.

Mayor Marchand	8/16/2025	Mile Sur Mera Tumhara	Celebration and performances.	Spoke at the event commemorating the 78th Anniversary of India's independence.
Mayor Marchand	8/16/2025	Scouting America	Eagle Scout Court of Honor	Presented a Certificate of Recognition to Zack Nalick.
Mayor Marchand	8/18/2025	Alameda County Transportation Commission ACTC)	Meeting	Met with ACTC Exec. Director, Tony Tavares about local and regional transportation priorities and funding.
Mayor Marchand	8/19/2025	City of Livermore	Retirement	Retirement for City Attorney, Jason Alcala
Mayor Marchand	8/21/2025	City of Livermore	TV30 Mayor's Report	Provided an update on City activities
Mayor Marchand	8/21/2025	Axis Community Health	Ribbon-cutting and tour	Opened the new Axis Health Center on 2nd St. in Livermore
Mayor Marchand	8/21/2025	Pacific Fusion	Introductions	Meet and greet with the community.
Mayor Marchand	8/22/2025	City of Livermore	Wedding ceremony	Conducted the wedding ceremony for Beth McCormick and George Duarte
Mayor Marchand	8/23/2025	Tri-Valley Nonprofit Alliance (TVNPA)	Volunteer and Resource Fair	Attended and spoke with nonprofit organizations
Mayor Marchand	8/28/2025	Tri-Valley Haven	Proclamation	Presented a proclamation recognizing Hunger Awareness Month
Mayor Marchand	8/28/2025	Livermore Chamber of Commerce	Wine Country Luncheon Series	Mixer and presentation by Tax Assessor Phong La
Mayor Marchand	8/30/2025	Caledonian Club of San Francisco	Highland Gathering and Games	Attended the event.
Mayor Marchand	9/3/2025	Chamber of Commerce Business Alliance	Meeting	Provided an update on City Activities. Heard a report of Pacific Fusion
Mayor Marchand	9/3/2025	Chamber of Commerce	Ribbon-cutting	Welcomed new restaurant to the downtown, L Campo.
Mayor Marchand	9/4/2025	TV30 Community Television	Mayor's Report	Provided an update on City activities
Mayor Marchand	9/4/2025	Chamber of Commerce	Ribbon-cutting	Ribbon-cutting for a new brewery, Del Cielo Brewing Company

Mayor Marchand	9/5/2025	San Joaquin Regional Rail Commission	Commission meeting	Received performance and revenue updates, approved contract for WiFi services on ACE. Received the results of the Market and Rider surveys.
Mayor Marchand	9/5/2025	Open Heart Kitchen	30th Anniversary Celebration	Presented a Certificate of Appreciation to Open Heart Kitchen
Mayor Marchand	9/8/2025	Alameda County Transportation Commission	Planning, Policy and Legislation Subcommittee	Received the legislative and Active Transportation Plan updates, Approved a proposed amendment to the 2014 Measure BB Transportation Expenditure Plan.

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)
Vice Mayor Branning	8/5/2025	National Night Out	National Night Out Block Parties
Vice Mayor Branning	8/12/2025	Pacific Fusion	Tour of the Fremont Facility
Vice Mayor Branning	8/14/2025	Stanford Healthcare	10th Anniversary Celebration
Vice Mayor Branning	8/15/2025	Culinary Angels	Gala
Vice Mayor Branning	8/15/2025	Swadesi Seniors	Indian Independence Day Celebration
Vice Mayor Branning	8/19/2025	Livermore Downtown Inc	Board Meeting
Vice Mayor Branning	8/19/2025	Jason's Retirement Celebration	Retirement Celebration
Vice Mayor Branning	8/20/2025	Livermore Amador Valley Water Management Agency	Board Meeting
Vice Mayor Branning	8/22/2025	Alameda Labor Council	Unionist of the Year Gala
Vice Mayor Branning	8/23/2025	Tri-Valley Non-Profit Alliance	Resource and Volunteer Expo
Vice Mayor Branning	8/23/2025	Sheet Metal 104	Apprentice Graduation
Vice Mayor Branning	8/25/2025	Livermore Amador Valley Transit Authority	Projects and Services Committee
Vice Mayor Branning	8/27/2025	SPARC	Trivia Night
Vice Mayor Branning	8/28/2025	Real Estate Alliance	Livermore Downtown Inc Update at REAL Membership Meeting
Vice Mayor Branning	8/28/2025	Livermore Chamber of Commerce	Wine Country Luncheon
Vice Mayor Branning	9/4/2025	Livermore Amador Valley Transit Authority	Joint Meeting with County Connection on Paratransit
Vice Mayor Branning	9/8/2025	Livermore Amador Valley Transit Authority	Board Meeting

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Dunbar	8/19/2025	Jason Alcala's retirement		
Council Member Dunbar	8/20/2025	Livermore Amador Waste Management Authority	Quarterly Meeting	Normal meeting. Budget tracking as expected or slightly below. Multiple maintenance projects in progress.
Council Member Dunbar	8/21/2025	Axis Community Health	2nd Street Clinic Grand Opening	
Council Member Dunbar	8/23/2025	Livermore Valley Arts	Brilliance at the Bankhead fundraiser	
Council Member Dunbar	8/23/2025	Tri Valley Non Profit Alliance	Resource fair	
Council Member Dunbar	9/5/2025	National Night Out		Hit about 6 stations in total. Talked ebikes, childcare, sidewalks, and other maintenance items primarily.

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Wang	8/1/2025	Goza Gear	Soft opening of Prints 'n' Pints at the Warehouse	Prints 'n' Pints moved from Blacksmith Square to the Goza Gear Warehouse. Many of its friends and customers gathered for a soft opening.
Council Member Wang	8/2/2025	The Well Church	Community outreach event	Hundreds of people turned out for a large and well-organized event with many community organizations like The Hive, CityServe, and Tri-Valley Haven, among others. There was lunch, games, and even haircuts.
Council Member Wang	8/5/2025	Livermore Police Department	National Night Out	I went to six locations, including Leahy Square. I met many neighbors, first responders at every stop, and our police horses Betsy and Tank.
Council Member Wang	8/6/2025	Alameda County Tax Assessor Phong La	Lunch with AAPI elected officials	Networking and talk on state legislation by State Sen. Aisha Wahab
Council Member Wang	8/7/2025	Livermore Lab Foundation	Summer Social and Student Showcase	Terrific poster session by Lawrence Livermore National Lab's summer interns
Council Member Wang	8/10/2025	Tri-Valley PFLAG	Presentation on supporting the LGBTQ+ community in the Tri-Valley	Well attended event; terrific presentation with a lot of audience participation
Council Member Wang	8/14/2025	Stanford Health Care Tri-Valley	Open house and celebration of a decade in the Tri-Valley	Speakers, food, and many community supporters
Council Member Wang	8/15/2025	Indian American community members	Celebration of India Independence Day	Many community members, food, and dancing
Council Member Wang	8/15/2025	Asian Pacific American Public Affairs Association (APAPA) - Tri-Valley Chapter	Summer intern social	Dinner and escape room

Council Member Wang	8/16/2025	Livermore Youth Council	Mental Health Fair	Well-organized event by youth at Bankhead Plaza
Council Member Wang	8/21/2025	Axis Community Clinic	Ribbon cutting for Livermore health clinic	Speeches by the Mayors of Livermore, Dublin, and Pleasanton, followed by a tour of the new clinic
Council Member Wang	8/23/2025	Tri-Valley Nonprofit Alliance (TVNPA)	Resource & Volunteer Expo	Many booths staffed by our human and social service organizations
Council Member Wang	8/23/2025	Quest Science Center	Quest Sparks	Hands-on science activities for kids and parents
Council Member Wang	8/26/2025	Livermore Amador Valley Transit Authority (LAVTA)	Finance & Administration Committee meeting	Discussed strategic plan draft, received legislative update and treasurer's report, discussed fare increase scenarios
Council Member Wang	8/28/2025	Livermore Valley Chamber of Commerce (LVCC)	Wine Country Luncheon	Presentations by Rana Ghadban, Vice President for Small Business Advocacy, California Chamber of Commerce, and Alameda County Tax Assessor Phong La
Council Member Wang	8/30/2025	Asian Pacific American Public Affairs Association (APAPA) - Tri-Valley Chapter	Intern graduation	Luncheon and speeches by summer interns and their hosting offices throughout the Tri-Valley