LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, OCTOBER 26, 2026

REGULAR HYBRID MEETING – 7:00 PM

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

TELECONFERENCE PARTICIPATION
ZOOM WEBINAR:
https://us02web.zoom.us/j/82168398019
Zoom dial in phone number: +1 669 900 6833
Meeting ID: 821 6839 8019
LATEST VERSION OF ZOOM RECOMMMENDED

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

CABLE CHANNEL VIEWING
TV29: Comcast TV Channel 29
tv29live.org

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

How to Participate in a City Council Meeting

GENERAL RULES

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

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

PUBLIC COMMENT

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

For **Open Forum**, in-person speakers will collectively have the opportunity to address the City Council for up to 30 minutes. Any additional in-person speakers who wish to speak at the conclusion of the 30-minute time period, or any speakers participating remotely, will have the opportunity to address the City Council at the end of the meeting.

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

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

Written Public Comment Submitted Before the Meeting

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

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

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

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

1. CLOSED SESSION

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

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

2. CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring October 2026 as Domestic Violence Awareness Month

Recommendation:
Staff recommends the City Council declare October 2026 as Domestic Violence Awareness Month.
Staff Report
Attachments:
1. Proclamation - Domestic Violence Awareness Month

4. ADVISORY BODY APPOINTMENTS

5. OPEN FORUM

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

6. CONSENT CALENDAR

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

6.1 Approval of draft minutes - July 13, 2026 Regular Meeting.

Recommendation:
Staff recommends the City Council approve the draft minutes.
Staff Report
Attachments:
1. DRAFT City Council Meeting Minutes for July 13, 2026

6.2 Resolution Appointing the Administrative Services Director as City Treasurer, delegating investment authority, and amending Section V of the Investment Policy.

Recommendation:
Staff recommends that the City Council adopt a resolution appointing the person serving as Administrative Services Director as City Treasurer, superseding the temporary appointment of the Accounting Supervisor – General Ledger and Treasury, delegating investment authority for the remainder of the annual term approved on June 22, 2026, and amending Section V of the Investment Policy to reflect the appointment.
Staff Report
Attachments:
1. Resolution

6.3 Resolution approving two side letter agreements between the City of Livermore and the Association of Livermore Employees (ALE) amending Article II (Overtime Compensation) and Article XIV (Safety Shoes) of the Memorandum

Recommendation:
Staff recommends the City Council adopt a resolution approving two side letter agreements between the City of Livermore and the Association of Livermore Employees (ALE) amending Article II (Overtime Compensation) and Article XIV (Safety Shoes) of the Memorandum of Understanding (MOU).
Staff Report
Attachments:
1. Resolution
2. Exhibit A - Side Letter Agreement Article XIV - Safety Shoes
3. Exhibit B - Side Letter Agreement Article II - Overtime

6.4 Resolution authorizing the City Manager to execute Grant of Easement Deeds with Pacific Gas and Electric Company for the City's Fleet Electrification Project Phase 2, Project BL202514

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute Easement Deeds with Pacific Gas and Electric Company, substantially in the form attached as Exhibit A to the resolution, for the City's Fleet Electrification Project Phase 2, Project BL202514.
Staff Report
Attachments:
1. Location Map
2. Resolution
3. Exhibit A - Easement Deeds to Pacific Gas & Electric Company

6.5 Resolution authorizing execution of an agreement with Interwest Consulting Group, Inc., in an amount not-to-exceed $384,000 and a term ending December 31, 2031, to provide design and construction support services for the North K Street Resurfacing Project SM202521

Recommendation:

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an agreement with Interwest Consulting Group, Inc., in an amount not-to-exceed $384,000 and a term ending December 31, 2031, to provide design and construction support services for the North K Street Resurfacing Project SM202521.

Staff Report

Attachments:

1. Project Location Map
2. Resolution
3. Exhibit A - Agreement with Interwest Consulting Group, Inc.

6.6 Resolution authorizing the execution of a ground lease with the Livermore Heritage Guild for the installation, restoration, and operation of the historic Midway Public School as a public museum on a portion of real property commonly known as Hagemann Park and finding the project exempt from the California Environmental Quality Act

Recommendation:

Staff recommends the City Council adopt a resolution:

1. Finding that the issuance of the ground lease and related installation, restoration, and operation of the Midway Pubic School as a public museum and immersive elementary school field trip experience and the construction of related improvements is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15301, 15303, 15304, and 15311, and that none of the exceptions in CEQA Guidelines section 15300.2 apply;

2. Authorizing the execution of a ground lease with the Livermore Heritage Guild;

3. Designating the Innovation and Economic Development Director, or his designee, to administer the lease and authorizing the Innovation and Economic Development Director to consent to any manner requiring City approval; and

4. Authorizing the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making non-substantive changes to the ground lease to facilitate recording with the Alameda County Clerk-Recorder's Office.

Staff Report

Attachments:

1. Location Map
2. Resolution
3. Exhibit A - Lease Agreement Livermore Heritage Guild

6.7 Resolution authorizing the City Manager to execute an extension, on behalf of and for the LPFD in her capacity as a Joint Executive Director, between LPFD and the Department of Veteran Affairs (VA) to continue to provide emergency and fire protection services for the Veterans Administration Medical Center in Livermore through April 30, 2027

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a contract extension, on behalf of and for the LPFD in her capacity as a Joint Executive Director for LPFD, between the LPFD and the Department of Veteran Affairs (VA) to provide emergency and fire protection services for the Veterans Administration Medical Center in Livermore through April 30, 2027.

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

6.8 Resolution awarding and authorizing execution of an agreement with Power Washing Services, Inc. to perform power washing services of City-owned or maintained areas in the Downtown corridor in an amount not-to-exceed $1,390,000 for a five-year term ending October 31, 2031

Recommendation:
Staff recommends the City Council adopt a resolution awarding and authorizing execution of an agreement with Power Washing Services, Inc. to perform power washing services of City-owned or maintained areas in the Downtown corridor in an amount not-to-exceed $1,390,000 for a five-year term ending October 31, 2031.
Staff Report
Attachments:
1. Resolution
2. Exhibit A - Agreement

6.9 Resolution authorizing reappropriations totaling $2,251,000 to the WRP Occupied Building Repairs – Administration Project WW202322 from various completed projects with remaining Wastewater Replacement Funds, awarding a construction contract to Bobo Construction, Inc., in the amount of $7,019,824, and execution of a Professional Services Agreement with Barry & Wynn Architects, Inc., in an amount not-to-exceed $300,400.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Authorizing the following reappropriations totaling $2,251,000 to the WRP Occupied Building Repairs – Administration Project WW202322:
    a. $1,501,000 of Wastewater Replacement Fund 622 from the WRP Primary and Secondary Treatment Improvements Phase 1 Project WW201931;
    b. $300,000 of Wastewater Replacement Fund 622 from the WRP Waste Oil Tank Removal Project WW202624;
    c. $125,000 of Wastewater Replacement Fund 622 from the Sewer Replacement Project WW202003;
    d. $325,000 of Wastewater Replacement Fund 622 from the WRP UV Treatment System Replacement Project WW202128;
2. Awarding and authorizing the City Manager to execute a construction contract with Bobo Construction, Inc., in the amount of $7,019,824, for construction of the WRP Occupied Building Repairs – Administration Project WW202322, pursuant to Livermore

Municipal Code section 2.68.570(C);
3. Rejecting all other bids or proposals;
4. Authorizing the City Manager to approve and execute change orders up to a cumulative amount of ten percent (10%) of the construction contract value of $7,019,824;
5. Authorizing the City Manager to execute a Professional Services Agreement with Barry & Wynn Architects, Inc., in an amount not-to-exceed $300,400; and
6. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

Staff Report

Attachments:

1. Location Map
2. Resolution
3. Exhibit A - Construction Contract with Bobo Construction, Inc
4. Exhibit B - Professional Services Agreement with Barry and Wynn Architects, Inc

7. PUBLIC HEARINGS

8. MATTERS FOR CONSIDERATION

8.1 Resolutions approving amendments to the City Manager's and City Attorney's employment contracts and approving the City of Livermore Salary Plan as of November 16, 2026, in accordance with the California Code of Regulations, Title 2, Section 570.5.

Recommendation:

Staff recommends that the City Council:

1. Adopt a resolution approving an amendment to the City Manager's employment contract.
2. Adopt a resolution approving an amendment to the City Attorney's employment contract.
3. Adopt a resolution amending the City of Livermore Salary Plan as of November 16, 2026, in accordance with the California Code of Regulations, Title 2, Section 570.5.

Staff Report

Attachments:

1. Resolution - City Manager
2. Exhibit A - City Manager 2026 Amendment to Employment Contract
3. Resolution - City Attorney
4. Exhibit A - City Attorney 2026 Amendment to Employment Contract
5. Resolution - Salary Plan
6. Exhibit A - Salary Plan Dated November 2026

8.2 Introduce an Ordinance amending Section 1.28.060 of Chapter 1.28 Conflict of Interest Code of the Livermore Municipal Code to authorize the adoption and amendment of the list of designated positions by City Council resolution.

Recommendation:

Staff recommends the City Council introduce an Ordinance, and waive the first reading, amending Section 1.28.060 of Chapter 1.28 Conflict of Interest Code of the Livermore Municipal Code to authorize the adoption and amendment of the list of designated positions by City Council resolution.

Staff Report

Attachments:

1. Amended Section 1.28.060 of Chapter 1.28
2. Ordinance

9. OPEN FORUM (AS NEEDED)

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

11. ADJOURNMENT

To a Regular City Council meeting on Monday, November 9, 2026, at 7:00 pm, Civic Center Meeting Hall, Dr. John Shirley Council Chamber, 1016 S. Livermore Avenue and virtually using Zoom.

LIVERMORE
CALIFORNIA

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

DATE: October 26, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Proclamation declaring October 2026 as Domestic Violence Awareness Month

RECOMMENDED ACTION

Staff recommends the City Council declare October 2026 as Domestic Violence Awareness Month.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation - Domestic Violence Awareness Month

Prepared by: Marissa Clevenger
Administrative Specialist II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

Proclaiming

DOMESTIC VIOLENCE AWARENESS MONTH

October 2026

***WHEREAS**, October is recognized nationally as Domestic Violence Awareness Month, a time to raise awareness of domestic violence, honor survivors, remember those whose lives have been lost, and reaffirm our commitment to creating safe and healthy communities; and*

***WHEREAS**, domestic violence affects individuals and families across all communities and backgrounds, and its impacts can extend to children, workplaces, schools, neighborhoods, and future generations; and*

***WHEREAS**, the City of Livermore recognizes the importance of providing a safe and supportive community where all individuals can live free from violence, abuse, and fear; and*

***WHEREAS**, local organizations, including Tri-Valley Haven, provide essential resources, shelter, advocacy, and education to support survivors and promote healthy relationships throughout our community; and*

***WHEREAS**, preventing domestic violence requires the collective efforts of residents, community organizations, and public agencies to raise awareness, support survivors, and foster a culture of respect, compassion, and safety.*

***NOW, THEREFORE**, the City Council of the City of Livermore proclaims October 2026 to be Domestic Violence Awareness Month in the City of Livermore and encourages all residents to join in raising awareness, supporting survivors, and promoting a community free from domestic violence.*

LIVERMORE
CALIFORNIA

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

DATE: October 26, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - July 13, 2026 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT City Council Meeting Minutes for July 13, 2026

Prepared by: Helena Graves
Deputy City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
JULY 13, 2026

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 and remotely using Zoom and YouTube (view only).

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

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS – NONE

4. ADVISORY BODY APPOINTMENTS – NONE

5. OPEN FORUM

Mayor Marchand opened the public comment period.

Kym Grisham provided a comment.

Joe Lee provided a comment.

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

6. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

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

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

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

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

6.3 Resolution 2026-112 authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion (Sewer Replacement Project WW202003).

6.4 Resolution 2026-113 authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion (Street Lighting Project TC201923).

6.5 Resolution 2025-114 authorizing execution of a second amendment to the agreement with TJKM Transportation Consultants, for on-call transportation planning and traffic engineering services, increasing the not-to-exceed amount from $200,000 to $700,000 and extending the termination date from June 30, 2030, to June 30, 2031.

6.6 Resolution 2026-115 authorizing execution of a second amendment to the professional services agreement with RRM Design Group for on-call landscape design and field support services, increasing the not-to-exceed contract amount from $200,000 to $400,000.

6.7 Resolution 2026-116 authorizing execution of agreements with BSK Associates, in an amount not-to exceed $1,000,000, Twining, Inc., in an amount not-to-exceed $800,000, and with Consolidated Engineering Laboratories, in an amount not-to-exceed $600,000 to provide on-call professional geotechnical engineering, materials testing, special inspections, and construction inspection and administration services with terms ending December 31, 2031.

6.8 Resolution 2026-117 approving a 30-year potable water supply agreement between the City of Livermore and Zone 7 Water Agency.

6.9 Resolution 2026-118 approving minor revisions to the City Council Meeting Rules of Procedure to clarify the process for in-person remote speakers during Open Forum consistent with the City Council meeting agenda instructions and the City's website.

6.10 Approval of the City Council 2027 Meeting Calendar.

7. PUBLIC HEARINGS

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

Recommendation: Staff recommended the City Council adopt a resolution authorizing staff to negotiate a Development Agreement with Gillig for the general subject areas identified in the report.

Council Member Dunbar recused himself from this item due to being a Gillig employee.

Economic Development Manager Jake Potter presented the staff report.

Mayor Marchand opened the public hearing.

Alan Marling provided a comment.

John Franklin provided a comment.

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

ON THE MOTION OF COUNCIL MEMBER BRANNING, SECONDED BY VICE MAYOR WANG AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION.

Resolution 2026-119 authorizing staff to proceed with negotiating terms for Development Agreement (DA) 26-001 with Gillig to facilitate campus expansion.

8. MATTERS FOR CONSIDERATION

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

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

Acting Administrative Services Director Kristen Hilton presented the staff report.

Mayor Marchand opened the public comment period.

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

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

Resolution 2026-120 approving the Executive Management, Management Confidential, and Confidential Compensation Plan effective July 1, 2025.

9. OPEN FORUM (AS NEEDED)

Mayor Marchand opened the public comment period.

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

10. 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.

City Council directed staff to look into e-motorcycles on sidewalks and report back to Council.

National Education Association (NEA) Council Member Branning noted his attendance at the NEA Annual Meeting and Representative Assembly in Denver, Colorado in July, 2026.

Mahjong at Sakura Winery introductory session will be taught by Vice Mayor Wang on July 17, 2026. She will teach the Hong Kong style of Mahjong to new players.

11. ADJOURNMENT – at 7:38 pm in memory of Scott Haggerty, to a Regular City Council Meeting on Monday, July 27, 2026, at 7:00 pm, Civic Center Meeting Hall, Dr. John Shirley Council Chamber, 1016 S. Livermore Avenue and virtually using Zoom.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
HELENA GRAVES, ACTING CITY CLERK

LIVERMORE
CALIFORNIA

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

DATE: October 26, 2026

TO: Honorable Mayor and City Council

FROM: Dustin J. Claussen, Administrative Services Director

SUBJECT: Resolution Appointing the Administrative Services Director as City Treasurer, delegating investment authority, and amending Section V of the Investment Policy.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution appointing the person serving as Administrative Services Director as City Treasurer, superseding the temporary appointment of the Accounting Supervisor – General Ledger and Treasury, delegating investment authority for the remainder of the annual term approved on June 22, 2026, and amending Section V of the Investment Policy to reflect the appointment.

SUMMARY

Dustin Claussen began serving as Administrative Services Director on August 31, 2026, filling the vacancy that prompted the temporary appointment of the Accounting Supervisor – General Ledger and Treasury as City Treasurer. The proposed resolution returns the City Treasurer responsibilities to the Administrative Services Director and aligns the Investment Policy with that appointment.

DISCUSSION

On May 11, 2026, the City Council adopted Resolution No. 2026-075 appointing the person serving as Accounting Supervisor – General Ledger and Treasury as City Treasurer during the vacancy in the Administrative Services Director position.

On June 22, 2026, the City Council approved updates to the Investment Policy and the annual delegation of investment authority to the City Treasurer. Those policy updates addressed commercial paper investments and references to the City Treasurer.

With Dustin Claussen serving as Administrative Services Director as of August 31, 2026, staff recommends appointing the person holding that position as City Treasurer, effective upon adoption of the proposed resolution. The appointment would supersede the temporary appointment under Resolution No. 2026-075.

Section V of the Investment Policy currently identifies the Accounting Supervisor – General Ledger and Treasury as City Treasurer. The proposed resolution updates the first paragraph of Section V to identify the Administrative Services Director as City Treasurer. All other provisions of the Investment Policy remain unchanged.

California Government Code section 53607 permits the City Council to delegate investment authority to the City Treasurer for a one-year period. The proposed resolution delegates investment authority to the Administrative Services Director serving as City Treasurer for the remainder of the annual term approved on June 22, 2026.

The City Treasurer will assume responsibility for investment transactions in accordance with the Investment Policy and applicable law. The policy continues to allow the City Treasurer to authorize specific staff members to conduct investment transactions and manage portfolio operations under established procedures.

The proposed action restores City Treasurer responsibilities to the Administrative Services Director and supports continuity in the prudent investment of the City's pooled treasury funds and management of cash flow needs.

FISCAL AND ADMINISTRATIVE IMPACTS

None.

COMMUNITY PILLAR

5: A City That Works

ATTACHMENTS

1. Resolution

Prepared by: Susan Nunes
Finance Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPOINTING THE ADMINISTRATIVE SERVICES DIRECTOR AS THE CITY TREASURER

The City of Livermore is a general law city of the State of California.

The City Treasurer is a statutory position for a general law city. Government Code section 36508 provides that general law cities may designate their treasurers by City Council appointment, after voter approval for the Council to do so.

In 1999, the voters in the City of Livermore approved a measure directing that the position of City Treasurer be a Council-appointed position. Soon after, in 2000, the City Council adopted Livermore Municipal Code section 2.13.010, which vests the City Council with the power to appoint the City Treasurer. Since that time, the Council has appointed Livermore's City Treasurer.

On January 9, 2012, the City Council adopted Resolution No. 2012-004 appointing the person holding the title of Administrative Services Director for the City of Livermore to serve as the City Treasurer for the City of Livermore. The treasury functions and powers were associated with the position of Administrative Services Director, rather than a particular person by name who may leave or be reassigned.

On May 11, 2026, City Council adopted Resolution No. 2026-075 appointing the person holding the title of Accounting Supervisor – General Ledger and Treasury for the City of Livermore to serve as the City Treasurer for the City of Livermore.

On June 22, 2026, the City Council adopted Resolution No. 2026-106 adopting the City of Livermore Investment Policy and delegating investment authority to the Accounting Supervisor – General Ledger and Treasury serving as the City Treasurer for a period of twelve months to invest the City's pooled treasury funds in accordance with the Investment Policy.

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

1. Rescinds Resolution No. 2026-075 appointing the Accounting Supervisor – General Ledger and Treasury to fill the position of City Treasurer.

2. Appoints the person holding the title of Administrative Services Director for the City of Livermore to serve as the City Treasurer for the City of Livermore.

3. Amends the Investment Policy adopted by Resolution 2026-106 to replace all references to the “Accounting Supervisor – General Ledger and Treasury” with references to the “Administrative Services Director”.

On motion of Council Member _____, seconded by Council Member _____, the City Council passed the foregoing resolution on October 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

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

LIVERMORE
CALIFORNIA

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

DATE: October 26, 2026

TO: Honorable Mayor and City Council

FROM: Dustin J. Claussen, Administrative Services Director

SUBJECT: Resolution approving two side letter agreements between the City of Livermore and the Association of Livermore Employees (ALE) amending Article II (Overtime Compensation) and Article XIV (Safety Shoes) of the Memorandum

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving two side letter agreements between the City of Livermore and the Association of Livermore Employees (ALE) amending Article II (Overtime Compensation) and Article XIV (Safety Shoes) of the Memorandum of Understanding (MOU).

SUMMARY

The City of Livermore (City) and the Association of Livermore Employees (ALE) have reached an agreement on two side letter agreements to amend provisions of the current Memorandum of Understanding (MOU) related to safety shoe reimbursement and compensatory time. The proposed agreements clarify existing benefits and provide temporary flexibility to address staffing shortages in the dispatch center.

DISCUSSION

The City and ALE have agreed to the following amendments to clarify and modify certain provisions of the MOU:

Safety Shoe Reimbursement

Article XIV of the MOU provides an annual safety shoe reimbursement of up to $225 for eligible Public Works Department employees and certain other classifications. The Airport Service Attendant and the Airport Service Attendant, Senior classifications were previously part of the Public Works Department and eligible for this reimbursement. When the Airport moved to the Innovation and Economic Development Department, these classifications were no longer covered by the department language in the MOU.

The proposed side letter (Exhibit A) specifically adds these classifications to Article XIV to reflect their

continued eligibility. This is an administrative clarification, as employees in these classifications have continued to receive the reimbursement.

Dispatcher Compensatory Time

Article II of the MOU currently limits compensatory time accrual to 100 hours. Due to ongoing staffing shortages in the Dispatch Center, the proposed side letter (Exhibit B) temporarily increases the maximum compensatory time balance from 100 to 200 hours for Public Safety Dispatchers, Senior Public Safety Dispatchers, and Supervising Public Safety Dispatchers assigned to the dispatch center.

The temporary increase will remain in effect for up to two years or until the City determines that the emergency staffing period has ended, whichever comes first. The agreement maintains the City's ability to approve compensatory time off based on operational and staffing needs and establishes a process for reducing balances when the temporary increase expires.

FISCAL AND ADMINISTRATIVE IMPACTS

The proposed side letter agreements are not anticipated to result in significant additional fiscal impact; the amendment formalizes an existing practice and does not increase costs. The temporary increase in compensatory time balances may defer overtime payments and accrued compensatory time liabilities until the hours are used or paid out, there is no fiscal impact related to this item.

COMMUNITY PILLAR

5. A City That Works

ATTACHMENTS

1. Resolution
2. Exhibit A - Side Letter Agreement Article XIV - Safety Shoes
3. Exhibit B - Side Letter Agreement Article II - Overtime

Prepared by: Kristen Hilton
Human Resources Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING TWO SIDE LETTER AGREEMENTS BETWEEN THE CITY OF LIVERMORE AND THE ASSOCIATION OF LIVERMORE EMPLOYEES AMENDING ARTICLE II (OVERTIME COMPENSATION) AND ARTICLE XIV (SAFETY SHOES) OF THE MEMORANDUM OF UNDERSTANDING

The City of Livermore (City) and the Association of Livermore Employees (ALE) are parties to a Memorandum of Understanding (MOU) commencing on October 1, 2025, and expiring on September 30, 2029.

The City and ALE have mutually agreed to amend Article II (Overtime Compensation) and Article XIV (Safety Shoes) of the MOU to clarify existing benefits and provide temporary flexibility to address staffing shortages in the dispatch center.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby approves two side letter agreements to the Master Memorandum of Understanding between the City of Livermore and the Association of Livermore Employees for the period of October 1, 2025, through September 30, 2029, as reflected in the attached Exhibit A and Exhibit B.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Side Letter Agreement Article XIV (Safety Shoes)
Exhibit B – Side Letter Agreement Article II (Overtime Compensation)

SIDE LETTER AGREEMENT
BETWEEN

ASSOCIATION OF LIVERMORE EMPLOYEES
AND
CITY OF LIVERMORE

The City of Livermore and the Association of Livermore Employees (ALE) agree to revise ARTICLE XIV: SAFETY SHOES of the Memorandum of understating ("MOU") as outlined below:

ARTICLE XIV. SAFETY SHOES
Public Works Department employees that are required to wear safety shoes or boots, and employees in the Airport Service Attendant, Airport Service Attendant, Senior, Engineering Technician, Neighborhood Preservation Officer, and Building Inspector series who perform field work, shall be eligible for an annual Safety Shoe reimbursement. An employee may be reimbursed up to Two Hundred and Twenty-Five Dollars ($225.00) per calendar year for the purchase of safety shoes.

The type of safety footwear will be determined within the safety standards established by the employee's department head or designee.

An employee, upon advance request to the supervisor, may be exempt from wearing such safety shoes. Any such exemption must be authorized by a supervisory representative of the employee's department, be based on the written advice of a medical doctor, or such other reason(s) as may be determined by the City, and not exceed a total of twenty (20) working days in any period of twelve (12) consecutive months.

Executed this _____ day of _____, 2026.

Employee Representatives
Association of Livermore Employees

By _____
Jonathan Browning, President

By _____
Marco Torres, Vice President

Employer Representatives
City of Livermore

By _____
Marianna Burch, City Manager

SIDE LETTER AGREEMENT
BETWEEN

ASSOCIATION OF LIVERMORE EMPLOYEES
AND
CITY OF LIVERMORE

TEMPORARY COMPENSATORY TIME BANK INCREASE FOR PUBLIC SAFETY DISPATCHER CLASSIFICATIONS DURING EMERGENCY STAFFING

This Side Letter Agreement is entered into by and between the City of Livermore ("City") and the Association of Livermore Employees ("ALE") and supplements the parties' current Memorandum of Understanding ("MOU").

The purpose of this Side Letter Agreement is to provide a temporary increase to the compensatory time bank maximum for employees in the following job classifications: Public Safety Dispatcher, Senior Public Safety Dispatcher, and Supervising Public Safety Dispatcher assigned to the Dispatch Center during the current emergency staffing period. This temporary increase is intended to provide additional flexibility during a limited period of ongoing staffing shortages and shall not modify any other provision of the MOU except as expressly stated below.

1. **Temporary Compensatory Time Bank Increase**

Chapter 2, Article II of the ALE MOU states that "At the option of the employee, compensatory time off may be taken in lieu of overtime payment in accordance with the FLSA section 7(o). All accrued compensatory time off in excess of one hundred (100) hours must be liquidated by monetary payment."

"Effective October 26, 2026, eligible Public Safety Dispatchers, Senior Public Safety Dispatchers, and Supervising Public Safety Dispatchers assigned to the Dispatch Center may accrue compensatory time up to a maximum balance of two hundred (200) hours. All accrued compensatory time off in excess of two hundred (200) hours must be liquidated by monetary payment."

2. **Duration of Temporary Increase**

This temporary increase shall remain in effect for up to two (2) years from the effective date of this Side Letter Agreement or until the City determines that emergency staffing period in the Dispatch Center has ended, whichever occurs first.

Upon expiration of this Side Letter Agreement, the compensatory time bank maximum shall return to the applicable maximum provided in the MOU, unless the parties mutually agree in writing to extend or modify this agreement.

3. **Use of Compensatory Time**

The temporary increase to the compensatory time bank maximum does not guarantee approval of compensatory time off requests.

Use of compensatory time shall remain subject to the MOU and must be mutually agreed upon by the employee and the City. Approval of compensatory time off may be based on operational needs, staffing levels, scheduling considerations, training requirements, previously approved leave, and any other relevant factors.

During the emergency staffing period, the City retains the discretion to deny or modify compensatory time off requests when approval would create an operational issue or negatively impact required staffing coverage in the Dispatch Center.

4. **Balances Above the Regular MOU Maximum**

Upon expiration of this Side Letter Agreement, or upon the City's determination that emergency staffing has ended, employees with compensatory time balances above the regular MOU maximum shall be required to reduce their balances in accordance with one of the following methods, as determined by the City:

a) Use compensatory time above the MOU maximum of 100 hours before using vacation leave, subject to operational needs and approval;
b) Receive a cashout of compensatory time hours above the MOU maximum of 100 hours. Any cashout shall be processed in accordance with applicable law, the MOU, and City payroll procedures.

5. **MOU Remains in Effect**

Except as expressly provided in this Side Letter Agreement, all terms and conditions of the MOU remain unchanged and in full force and effect.

Executed this _____ Day of _____, 2026

Employee Representatives Association of Livermore Employees	Employer Representatives City of Livermore
By_____ Jonathan Browning, President	By_____ Marianna Burch, City Manager

LIVERMORE
CALIFORNIA

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

DATE: October 26, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the City Manager to execute Grant of Easement Deeds with Pacific Gas and Electric Company for the City's Fleet Electrification Project Phase 2, Project BL202514

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute Easement Deeds with Pacific Gas and Electric Company, substantially in the form attached as Exhibit A to the resolution, for the City's Fleet Electrification Project Phase 2, Project BL202514.

SUMMARY

The City's Fleet Electrification Project Phase 2, Project BL202514, includes the installation of electric vehicle charging infrastructure at multiple City-owned facilities. The project entails the installation of 100 electric vehicle charging ports at City Hall, the Water Reclamation Plant, the Maintenance Service Center, the Police Department parking lot, and the Airport. This includes 96 Level 2 chargers and 4 DC Fast Chargers, together with electrical infrastructure upgrades and minor parking layout modifications.

Pacific Gas and Electric Company (PG&E) will perform To-the-Meter electrical upgrades necessary to serve the new electric vehicle charging infrastructure at 3 of the 5 project sites: City Hall, along Pacific Avenue; the Maintenance Service Center, along Robertson Park Road; and the Police Department, at 2 locations along Pacific Avenue. To install, operate, maintain, repair, and replace those facilities, PG&E requires permanent easement rights over portions of the affected City-owned properties. Attachment 1 shows the locations of the required easements. No PG&E upgrades and no easements are required at the Airport or the Water Reclamation Plant. To-the-Meter upgrades are covered by PG&E through its EV Fleet and Rule 29 Programs.

DISCUSSION

Project BL202514 supports the City's climate action and greenhouse gas reduction goals by expanding electric vehicle charging infrastructure across key City-owned facilities and enabling the continued transition of the City's municipal fleet from internal combustion vehicles to zero-emission alternatives. The project scope includes electric vehicle charging infrastructure at City Hall, the Water Reclamation

Plant, the Maintenance Service Center, the Police Department parking lot, and the Airport. The project is partially funded by a $1,600,000 California Energy Commission Charging Infrastructure for Government Fleets grant. The City Council previously authorized execution of the grant agreement, which secures funding to install 100 electric vehicle charging ports at 5 City facilities.

Implementation of the project requires electrical service upgrades at City Hall, the Maintenance Service Center, and the Police Department. The existing electrical capacity at the Airport and the Water Reclamation Plant is sufficient to serve the charging equipment at those sites, and no PG&E upgrades or easements are required there. At City Hall and the Police Department, PG&E's facilities will extend from Pacific Avenue to the electric meter on each site. At the Maintenance Service Center, the facilities will extend from Robertson Park Road to the electric meter on site. To construct, operate, maintain, repair, and replace these facilities, PG&E requires permanent easement rights over the portions of City-owned properties along those alignments. The proposed Grant of Easement Deeds, attached as Exhibit A, identify the affected City properties and define PG&E's easement rights.

Granting the easements will allow PG&E to complete the utility work needed to serve the project. The easements are limited to the areas and purposes described in Exhibit A and are necessary to support delivery of the Fleet Electrification Project Phase 2.

FISCAL AND ADMINISTRATIVE IMPACTS

The easement deeds are necessary for PG&E to provide City-requested electrical service extensions and will be granted without monetary consideration. Approval of the easements will not result in additional fiscal or administrative impacts beyond staff time required to process the documents.

COMMUNITY PILLAR

3: Environmental Stewardship

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Easement Deeds to Pacific Gas & Electric Company

Prepared by: Farnoush Levers
Assistant City Engineer

Approved by:

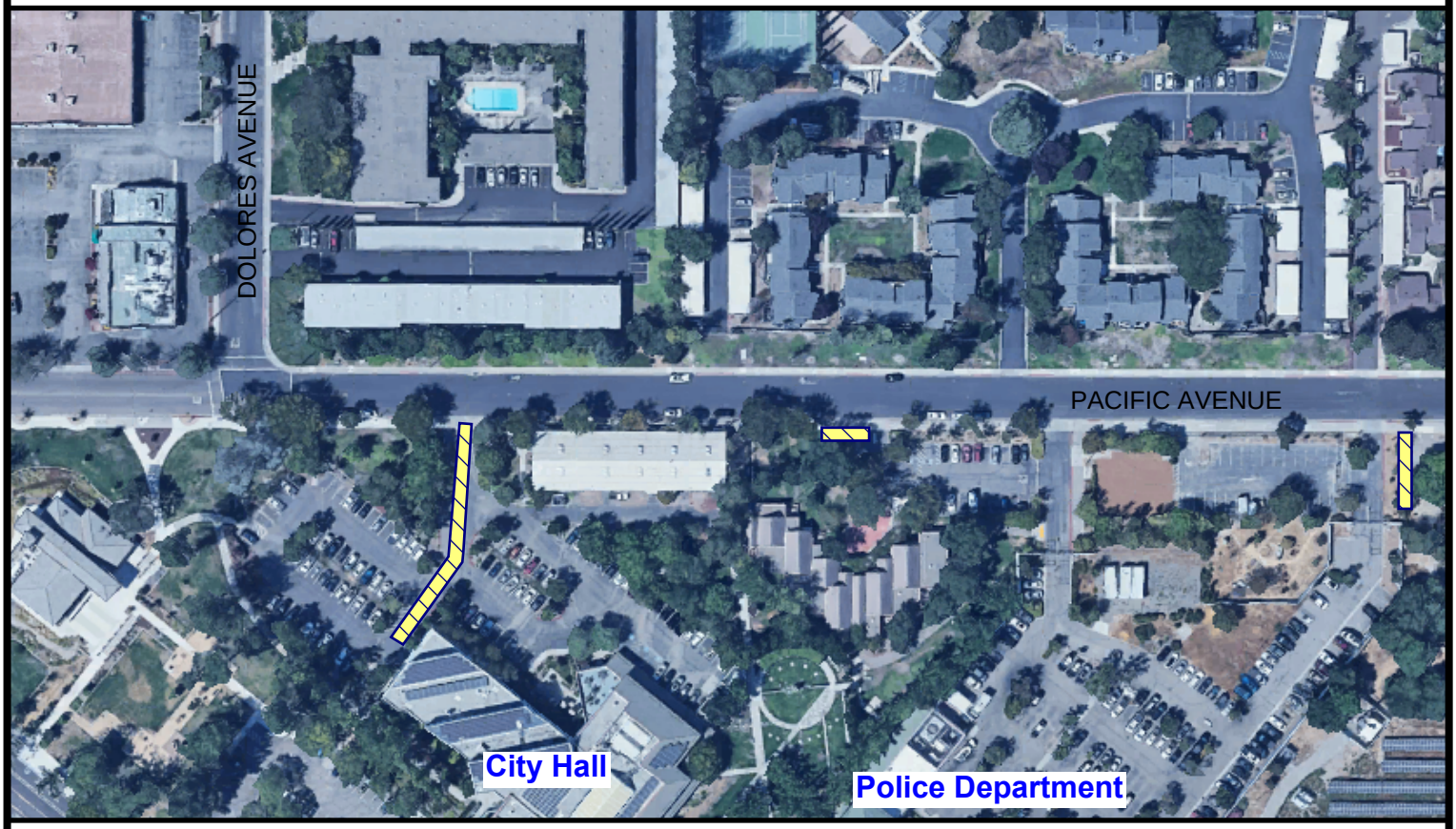
Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

ATTACHMENT 1

FLEET ELECTRIFICATION PHASE II
CITY PROJECT NO. BL202514
PG&E ELECTRICAL EASEMENTS





NOT-TO-SCALE

CITY OF LIVERMORE CALIFORNIA

LOCATION MAP

PG&E REQUESTED EASEMENT

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT OF EASEMENT DEEDS WITH PACIFIC GAS AND ELECTRIC COMPANY FOR THE CITY'S FLEET ELECTRIFICATION PROJECT PHASE 2, PROJECT BL202514

The City of Livermore (City) is implementing the Fleet Electrification Project Phase 2, Project BL202514 (Project) to expand electric vehicle charging infrastructure at City-owned facilities and support the continued transition of the City's municipal fleet to zero-emission vehicles.

The Project includes the installation of 100 electric vehicle charging ports at City Hall, the Police Department, the Maintenance Service Center, the Water Reclamation Plant, and the Airport. The planned installation includes 96 Level 2 charging ports and four DC Fast Charging ports, together with electrical distribution improvements and related site work.

Pacific Gas and Electric Company (PG&E), through its EV Fleet and Rule 29 Programs, will provide and fund To-the-Meter electrical upgrades required at City Hall, the Maintenance Service Center, and the Police Department. Those utility-side improvements are necessary to provide electrical service for the charging infrastructure constructed under the Project.

PG&E requires permanent easements over portions of the affected City-owned properties so PG&E may construct, reconstruct, install, replace, remove, operate, maintain, inspect, and use electric distribution and associated communication facilities and may access those facilities for those purposes. The easement deeds extend from the public right-of-way to the transformers.

PG&E has prepared grant of easement deeds, together with legal descriptions and plats, substantially in the forms attached to this resolution as Exhibit A (Easement Deeds). The Easement Deeds identify and control the precise easement locations and the rights and obligations associated with PG&E's facilities.

The Easement Deeds are necessary to implement the Project and will be granted without monetary consideration as an accommodation for City-requested utility service extensions to City facilities.

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

1. Authorizes the City Manager, or designee, to execute the Easement Deeds with Pacific Gas and Electric Company substantially in the forms attached as Exhibit A; and

2. Authorizes the City Manager to take all necessary steps to execute all necessary documents 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 October 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Easement Deeds to Pacific Gas & Electric Company

Distribution Electric and Gas Easement Version 1.2 (Rev. 03/26)
RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax $ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
[ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

_____
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2203-02-11502 EASEMENT DEED

CITY OF LIVERMORE, a California municipal corporation,

("**Grantor**"), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantee**"), the right from time to time to excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area set forth below, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Livermore, County of Alameda, State of California, described as follows:

(APN 099-0950-009)

PARCEL 2 as shown upon the Parcel Map 6574 filed for record May 3, 1993 in Book 205 of Maps at page 80, Alameda County Records.

The facilities and easement area are described as follows:

Underground duct banks, conduits, electrical conductors, wires, cables, and manholes with suitable covers therefor; aboveground marker posts and service pedestals; underground and/or aboveground risers, switches, boxes, enclosures, transformers with associated pads or vaults, appurtenances, and associated equipment, as Grantee deems necessary, for the distribution of electric energy and for communication purposes; together with the right to install and maintain protection barriers therefor, all to be located within the strips of land described as follows:

The strips of land of the uniform width of 10 feet, the centerline of which is delineated by the heavy dashed line shown upon Grantee's Drawing No. 35704145-1 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will, at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", EXHIBIT "A", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility easement, was prepared by Grantee pursuant to Section 8730(c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

I hereby certify that a resolution was adopted on the ____ day of _____, 20____, by the _____ authorizing the foregoing grant of easement.

By_____

CITY OF LIVERMORE,
a California municipal corporation

By_____

Name_____

Title_____

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 _____)

On _____, before me, _____ Notary Public,
Insert name

personally appeared _____

_____,

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.

_____ (Seal)
Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

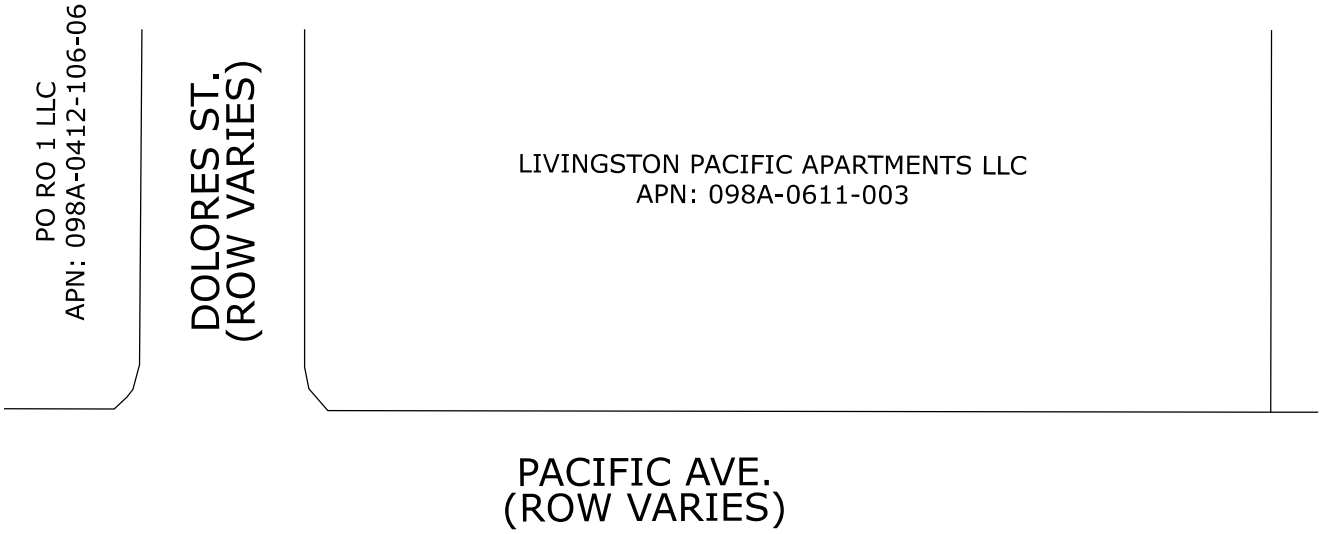
[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other _____

T03S, R02E, SW 1/4 OF NE 1/4
OF SECTION 16, M.D.B.&M.

EXHIBIT A

SCALE: 1"=100'



CITY OF LIVERMORE,
A CALIFORNIA MUNICIPAL CORPORATION
APN: 099-0950-009
DOC NO. 91-082979
APRIL 1, 1991
PARCEL 2
BOOK 205, MAP 80

LEGEND

——— SUBJECT PARCEL

——— BOUNDARY LINES

- - - - - - APPROXIMATE CENTERLINE LOCATION OF FACILITIES

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG ALL BOUNDARIES AND LINES

AUTHORIZATION	35704145
BY	
DR	PJN8
CH	
O.K.	
DATE	MAY 2026

PG&E EASEMENT
1052 S. LIVERMORE
LIVERMORE, CA 94550

PACIFIC GAS AND ELECTRIC COMPANY
Oakland California

JCN	N/A
AREA	2
COUNTY	ALAMEDA
SCALE	1"=100'
SHEET NO.	1 OF 1
DRAWING NUMBER	CHANGE 0

EXHIBIT "A"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.

- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.

- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.

- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.

- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.

- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Administrative Block
Attach to LD: 2203-02-11502
Area, Region or Location: 2
Land Service Office: Concord
Line of Business: Electric Distribution (43)
Business Doc Type: Easements
MTRSQ: 22.03.02.16.13
FERC License Number: N/A
PG&E Drawing Number: N/A
Plat No.: J1801
LD of Affected Documents: N/A
LD of Cross Referenced Documents: N/A
Type of interest: Electric Underground Easements (4)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 35704145 OPS: 1110
JCN: N/A
County: Alameda
Utility Notice Number: N/A
851 Approval Application No: N/A; Decision: N/A
Prepared By: PJN8
Checked By: C7WR / CMW

(THIS PAGE MUST BE RECORDED WITH THE DOCUMENT)

Distribution Electric and Gas Easement Version 1.2 (Rev. 03/26)
RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax $ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
[ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

_____
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2203-02-11503 EASEMENT DEED

THE CITY OF LIVERMORE, a municipal corporation of the state of California,

("**Grantor**"), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantee**"), the right from time to time to excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area set forth below, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Livermore, County of Alameda, State of California, described as follows:

(APN 099-0750-017-07)

The parcel of land described in the deed from James Wilson Dolan and Paul Egan Dolan, Jr. to the city of Livermore dated June 9, 1973 and recorded on Reel 3452 of Official Records as image 610, Alameda County Record.

The facilities and easement area are described as follows:

Underground duct banks, conduits, electrical conductors, wires, cables, and manholes with suitable covers therefor; aboveground marker posts and service pedestals; underground and/or aboveground risers, switches, boxes, enclosures, transformers with associated pads or vaults, appurtenances, and associated equipment, as Grantee deems necessary, for the distribution of electric energy and for communication purposes; together with the right to install and maintain protection barriers therefor, all to be located within the parcel of land described as follows:

See Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall

have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "C", attached hereto and made a part hereof.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

I hereby certify that a resolution was adopted on the ____ day of _____, 20____, by the _____ authorizing the foregoing grant of easement.

By_____

THE CITY OF LIVERMORE,
a municipal corporation of the state of California

By_____

Name_____

Title_____

By_____

Name_____

Title_____

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 _____)

On _____, before me, _____ Notary Public,
Insert name

personally appeared _____

_____,

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.

_____ (Seal)
Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other _____

EXHIBIT "A"
PG&E EASEMENT
LEGAL DESCRIPTION

A portion of Plot 24, as shown on that certain "Map of Subdivision of Rancho el Valle de San Jose," filed in Book 40D of Maps, Page 315, Official Records of Alameda County, California, more particularly described as follows:

COMMENCING at a found 3-inch brass disk stamped "RCE 25281," set in a monument well at the terminus of Francesco Court, as shown on Tract Map 7412, filed December 15, 2004, in Book 279 of Maps, Pages 26 through 30, Official Records of Alameda County, California; from which a found 3-inch brass disk bears South 00°00'03" West, 502.46 feet, as shown on said Tract Map;
Thence North 00°53'39" East, 19.99 feet to a point on the southerly line of Robertson Park Road;
Thence along said southerly line North 89°06'21" West, 192.80 feet;
Thence leaving said southerly line, North 00°53'39" East, 60.00 feet to a point on the southerly line of Assessor's Parcel Number 99-750-17-7, said southerly line also being the northerly line of that certain easement recorded March 11, 1993, as Document No. 93-079311, Official Records of Alameda County, California; said point being the **POINT OF BEGINNING**;

Thence leaving said southerly line of Assessor's Parcel Number 99-750-17-7, North 47°52'46" West, 49.45 feet;
Thence North 00°00'00" East, 50.97 feet;
Thence North 90°00'00" East, 2.50 feet;
Thence North 00°00'00" East, 20.00 feet;
Thence North 90°00'00" West, 15.00 feet;
Thence South 00°00'00" East, 20.00 feet;
Thence North 90°00'00" East, 2.50 feet;
Thence South 00°00'00" East, 55.80 feet;
Thence South 46°44'40" East, 40.97 feet;
Thence South 89°06'21" East, 16.84 feet to the **POINT OF BEGINNING**.

Containing 1,320 square feet, more or less, as shown on Exhibit "B," attached hereto and made a part hereof.

Basis of Bearings:
The coordinates and bearings shown hereon are based upon the California Coordinate System of 1983 (CCS83), Zone 3 NAD83, Epoch 2017.5 in accordance with the California Public Resources Code Sections 8801-8819; said coordinates and bearings are based locally upon field-observed ties to continued operating reference stations P227 and P229; the grid bearings between stations being N33°50'04"W, as derived from published source geodetic values.

P227 37°31'58.70225"(N) 121°47'22.50507"(W)
P229 37°44'57.96225"(N) 121°58'40.59774"(W)



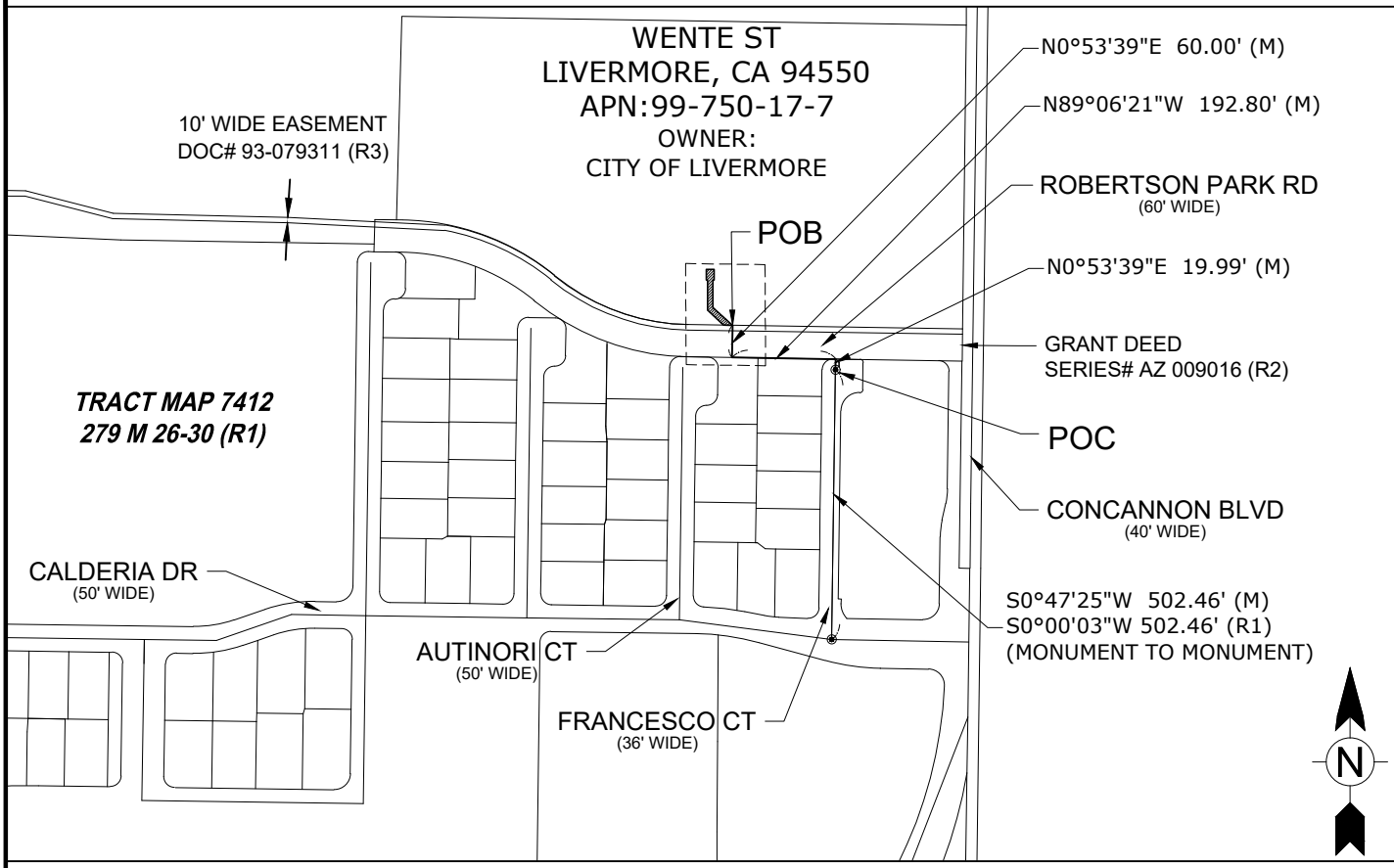
Legal description prepared by or under the supervision of:

06/10/2026

ERIC T. MARTIN DATE
L.S. 9718

EXHIBIT "B"

RANCHO EL VALLE DE SAN JOSE
PORTION OF PLOT 24
(T. 03 SOUTH, R. 02 EAST
SECTION 15 & 16, MOUNT DIABLO MERIDIAN)



EASEMENT AREA:

1,320 ± SQ. FT.

0 175' 350' 700'

SCALE: 1" = 350'

LEGEND:

	PG&E EASEMENT
◉	FOUND 3" BRASS DISC WITH PUNCH STAMPED "RCE 25281" IN MONUMENT WELL (PER R2)
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
(M)	MEASURED
(R1)	TRACT MAP 7412 BOOK 279 OF TRACT MAPS PAGES 26-30
(R2)	GRANT DEED, SERIES# AZ 009016
(R3)	EASEMENT, DOC# 93-079311

BASIS OF BEARINGS:

THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 3 NAD83, EPOCH 2017.5 IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID COORDINATES AND BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO CONTINUED OPERATING REFERENCE STATIONS P227 AND P229. THE GRID BEARING BETWEEN STATIONS BEING N33°50'04"W AS DERIVED FROM PUBLISHED SOURCE GEODETIC VALUES.

P227 37° 31' 58.70225"(N) 121° 47' 22.50507"(W)
P229 37° 44' 57.96225"(N) 121° 58' 40.59774"(W)

LICENSED LAND SURVEYOR
ERIC T. MARTIN
EXP: 09/30/26
NO. 9718
STATE OF CALIFORNIA

TETRA TECH
www.tetratech.com
1999 Harrison Street, Suite 500
Oakland, CA 95430
(805) 801-6379

PM#35719306

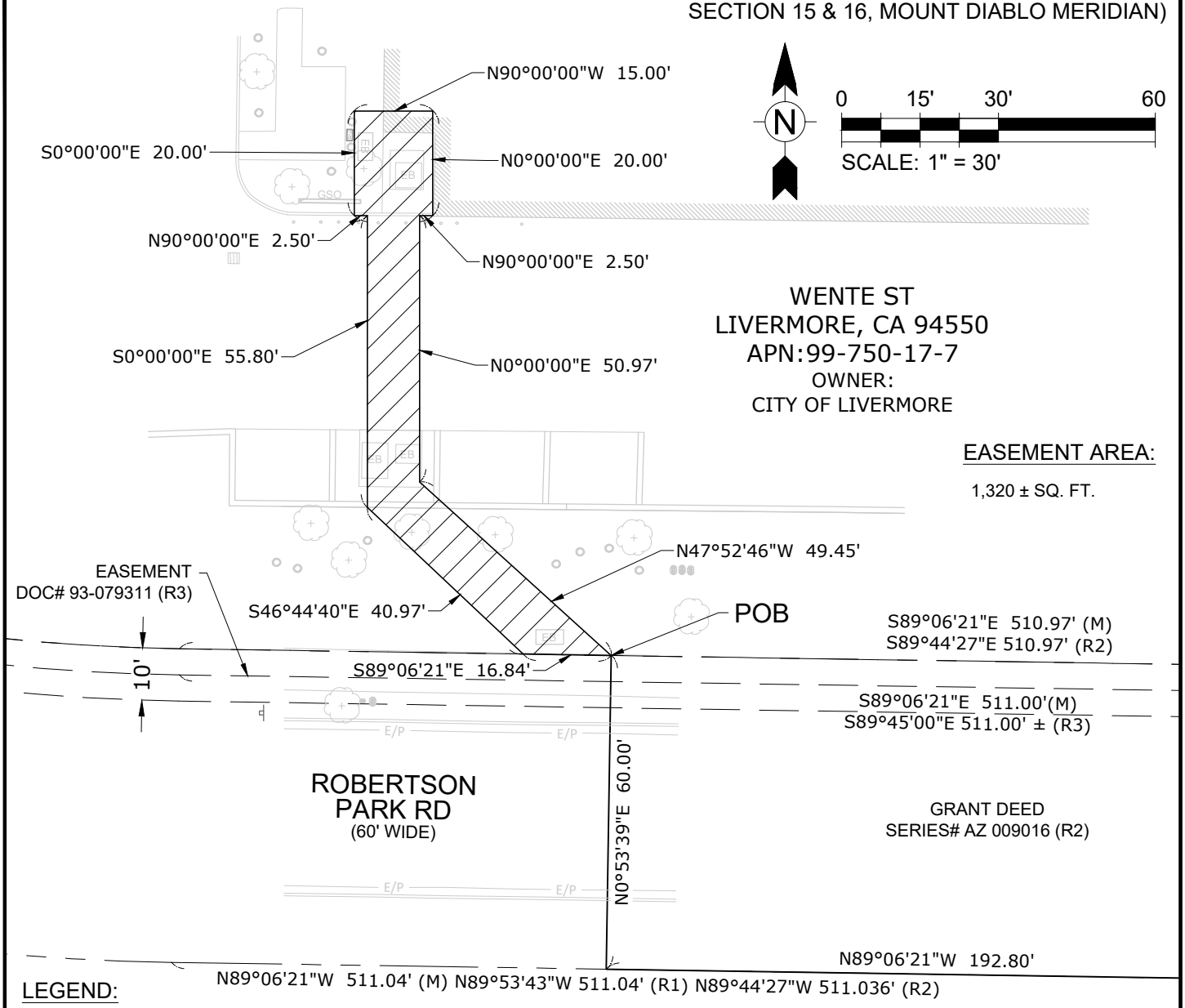
PG&E EASEMENT
ROBERTSON PARK ROAD, LIVERMORE, CA

Project No.:	200-20285-25001
Date:	6/10/2026
Drawn By:	CK
EXHIBIT B	
SHEET 1 OF 2	

Copyright: Tetra Tech

EXHIBIT "B"

RANCHO EL VALLE DE SAN JOSE
PORTION OF PLOT 24
(T. 03 SOUTH, R. 02 EAST
SECTION 15 & 16, MOUNT DIABLO MERIDIAN)



WENTE ST
LIVERMORE, CA 94550
APN:99-750-17-7
OWNER:
CITY OF LIVERMORE

EASEMENT AREA:

1,320 ± SQ. FT.

LEGEND:

	PG&E EASEMENT
(M)	MEASURED
(R1)	TRACT MAP 7412 BOOK 279 OF TRACT MAPS PAGES 26-30
(R2)	GRANT DEED, SERIES# AZ 009016
(R3)	EASEMENT, DOC# 93-079311
POB	POINT OF BEGINNING
	EXISTING RIGHT OF WAY LINE
	EXISTING EASEMENT

LICENSED LAND SURVEYOR
ERIC T. MARTIN
EXP: 09/30/26
NO. 9718
STATE OF CALIFORNIA

NOTE:

UNLESS OTHERWISE SHOWN, ALL COURSES EXTEND TO OR ALONG ALL BOUNDARIES OR LINES.

TETRA TECH
www.tetratech.com
1999 Harrison Street, Suite 500
Oakland, CA 95430
(805) 801-6379

PM#35719306

PG&E EASEMENT
ROBERTSON PARK ROAD, LIVERMORE, CA

Project No.:	200-20285-25001
Date:	6/10/2026
Drawn By:	CK
	EXHIBIT B
	SHEET 2 OF 2

Copyright: Tetra Tech

Distribution Electric and Gas Easement Version 1.2 (Rev. 03/26)
Pacific Gas and Electric Company

EXHIBIT "C"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.

- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.

- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.

- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.

- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.

- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Distribution Electric and Gas Easement Version 1.2 (Rev. 03/26)
Administrative Block
Attach to LD: 2203-02-11503
Area, Region or Location: 2
Land Service Office: Concord
Line of Business: Electric Distribution (43)
Business Doc Type: Easements
MTRSQ: (22.03.02.16.22, 22.03.02.15.33) Rancho Valle De San Jose
FERC License Number: N/A
PG&E Drawing Number: N/A
Plat No.: J1806
LD of Affected Documents: N/A
LD of Cross Referenced Documents: N/A
Type of interest: Electric Underground Easements (4)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 35719306 OPS: 1110
JCN: N/A
County: Alameda
Utility Notice Number: N/A
851 Approval Application No: N/A; Decision: N/A
Prepared By: PJN8
Checked By: j82i / TC

(THIS PAGE MUST BE RECORDED WITH THE DOCUMENT)

Distribution Electric and Gas Easement Version 1.2 (Rev. 03/26)
RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax $ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
[ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

_____
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2203-02-11506 EASEMENT DEED

CITY OF LIVERMORE, a municipal corporation,

("**Grantor**"), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantee**"), the right from time to time to excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area set forth below, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Livermore, County of Alameda, State of California, described as follows:

(APN 099-0950-009)

PARCEL 2 as shown upon the Parcel Map filed for record May 3, 1993 in Book 205 of Maps at page 80, Alameda County Records.

The facilities and easement area are described as follows:

Underground duct banks, conduits, electrical conductors, wires, cables, and manholes with suitable covers therefor; aboveground marker posts and service pedestals; underground and/or aboveground risers, switches, boxes, enclosures, transformers with associated pads or vaults, appurtenances, and associated equipment, as Grantee deems necessary, for the distribution of electric energy and for communication purposes; together with the right to install and maintain protection barriers therefor, all to be located within the strip of land described as follows:

See EXHIBIT "A" and EXHIBIT "B" attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said

easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", EXHIBIT "C", attached hereto and made a part hereof.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

I hereby certify that a resolution was adopted on the ____ day of _____, 20____, by the _____ authorizing the foregoing grant of easement.

By_____

CITY OF LIVERMORE,
a municipal corporation

By_____

Name_____

Title_____

By_____

Name_____

Title_____

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 _____)

On _____, before me, _____ Notary Public,
Insert name

personally appeared _____

_____,

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.

_____ (Seal)
Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other _____

EXHIBIT "A"

PG&E EASEMENT

LANDS:
(APN 099-0950-009-0)

Parcel 2 as shown upon Parcel Map 6574 filed for record May 3, 1993 in Book 205 of Maps at Page 80, Alameda County Records.

EASEMENT:

A strip of land of the uniform width of 10 feet the northerly boundary line of which is coincident with the northerly boundary line of said lands and extending from the easterly boundary line (northeast corner) of said lands westerly 50 feet (measured along said northerly boundary line).

Containing 500 square feet of land.

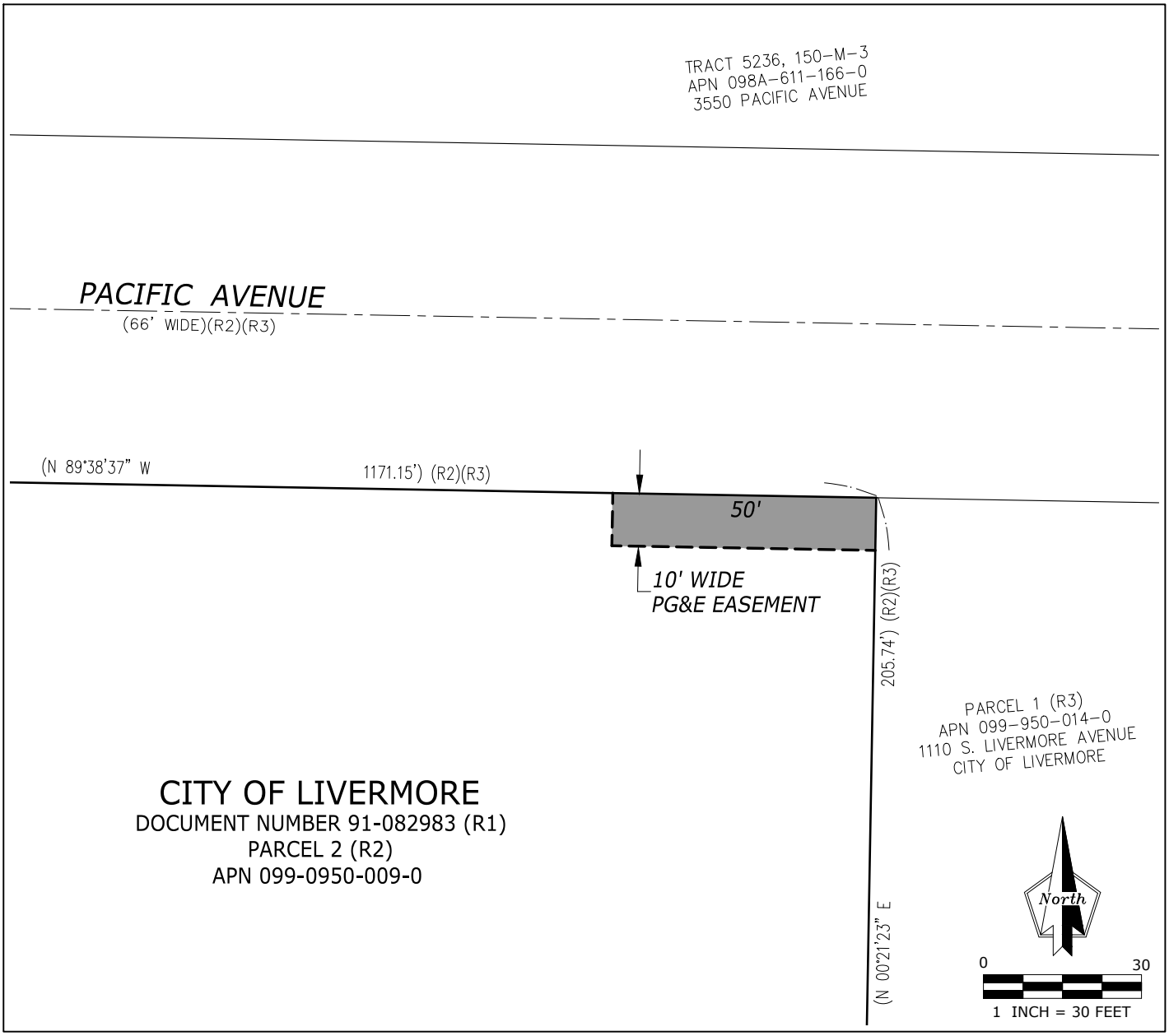
Prepared By:
Toma & Associates



Erik Paul Kiel, PLS 8911 Date: 7/23/2026



T.03 S., R.02 E., M.D.M.
(SECTION 16, SE 1/4 OF NE 1/4)



LEGEND:

————	PG&E EASEMENT BOUNDARY LINE
▪	PG&E EASEMENT AREA: 500 sq ft
A.C.R.	ALAMEDA COUNTY RECORDS

REFERENCES:

(R1) CERTIFICATE OF COMPLIANCE DATED 3/22/1991, DOCUMENT NUMBER 91-082983, A.C.R.
(R2) PARCEL MAP 6574 FILED FOR RECORD 5/3/1993 IN BOOK 205 OF MAPS AT PAGE 80, A.C.R.
(R3) PARCEL MAP 10858 FILED FOR RECORD 11/27/2024 IN BOOK 360 OF MAPS AT PAGE 87, A.C.R.

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

PROFESSIONAL LAND SURVEYOR
ERIK PAUL KIEL
No. 8911
STATE OF CALIFORNIA

T&A JOB NUMBER 26-07-11 BY: T&A DR: E. KIEL CH: T&A PM No. 35720923 DATE: 7/23/2026	EXHIBIT "B" PG&E EASEMENT 3311 PACIFIC AVENUE LIVERMORE, CALIFORNIA TOMA & ASSOCIATES, Inc. 41 SUMMIT STREET, JACKSON CA 95642	TOMA & ASSOC.	AREA 2 DIVISION COUNTY ALAMEDA SCALE 1" = 30' SHEET NO. 1 OF 1 DRAWING No. 132915026-A CHANGE 0

EXHIBIT "C"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.

- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.

- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.

- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.

- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.

- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Administrative Block
Attach to LD: 2203-02-11506
Area, Region or Location: 2
Land Service Office: Concord
Line of Business: Electric Distribution (43)
Business Doc Type: Easements
MTRSQ: 22.03.02.16.21
FERC License Number: N/A
PG&E Drawing Number: N/A
Plat No.: J1801
LD of Affected Documents: N/A
LD of Cross Referenced Documents: N/A
Type of interest: Electric Underground Easements (4)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 35720923 OPS: 1110
JCN: N/A
County: Alameda
Utility Notice Number: N/A
851 Approval Application No: N/A; Decision: N/A
Prepared By: PJN8
Checked By: C7WR /

(THIS PAGE MUST BE RECORDED WITH THE DOCUMENT)

Distribution Electric and Gas Easement Version 1.2 (Rev. 03/26)
RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax $ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
[ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

_____
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2203-02-11507 EASEMENT DEED

CITY OF LIVERMORE, a municipal corporation,

("**Grantor**"), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantee**"), the right from time to time to excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area set forth below, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Livermore, County of Alameda, State of California, described as follows:

(APN 099-0950-014)

PARCEL 1 as shown upon the Parcel Map filed for record May 3, 1993 in Book 205 of Maps at page 80, Alameda County Records.

The facilities and easement area are described as follows:

Underground duct banks, conduits, electrical conductors, wires, cables, and manholes with suitable covers therefor; aboveground marker posts and service pedestals; underground and/or aboveground risers, switches, boxes, enclosures, transformers with associated pads or vaults, appurtenances, and associated equipment, as Grantee deems necessary, for the distribution of electric energy and for communication purposes; together with the right to install and maintain protection barriers therefor, all to be located within the strip of land described as follows:

See EXHIBIT "A" and EXHIBIT "B" attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said

easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", EXHIBIT "C", attached hereto and made a part hereof.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

I hereby certify that a resolution was adopted on the ____ day of _____, 20____, by the _____ authorizing the foregoing grant of easement.

By_____

CITY OF LIVERMORE,
a municipal corporation

By_____

Name_____

Title_____

By_____

Name_____

Title_____

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 _____)

On _____, before me, _____ Notary Public,
Insert name

personally appeared _____

_____,

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.

_____ (Seal)
Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other _____

EXHIBIT "A"

PG&E EASEMENT

LANDS:
(APN 099-0950-014-0)

Parcel 1 as shown upon Parcel Map 10858 filed for record November 27, 2024 in Book 360 of Maps at Page 87, Alameda County Records.

EASEMENT:

A strip of land of the uniform width of 15 feet the easterly boundary line of which is coincident with the easterly boundary line of said lands and extending from the northerly boundary line (northeast corner) of said lands southerly 50 feet (measured along said easterly boundary line).

Containing 750 square feet of land.

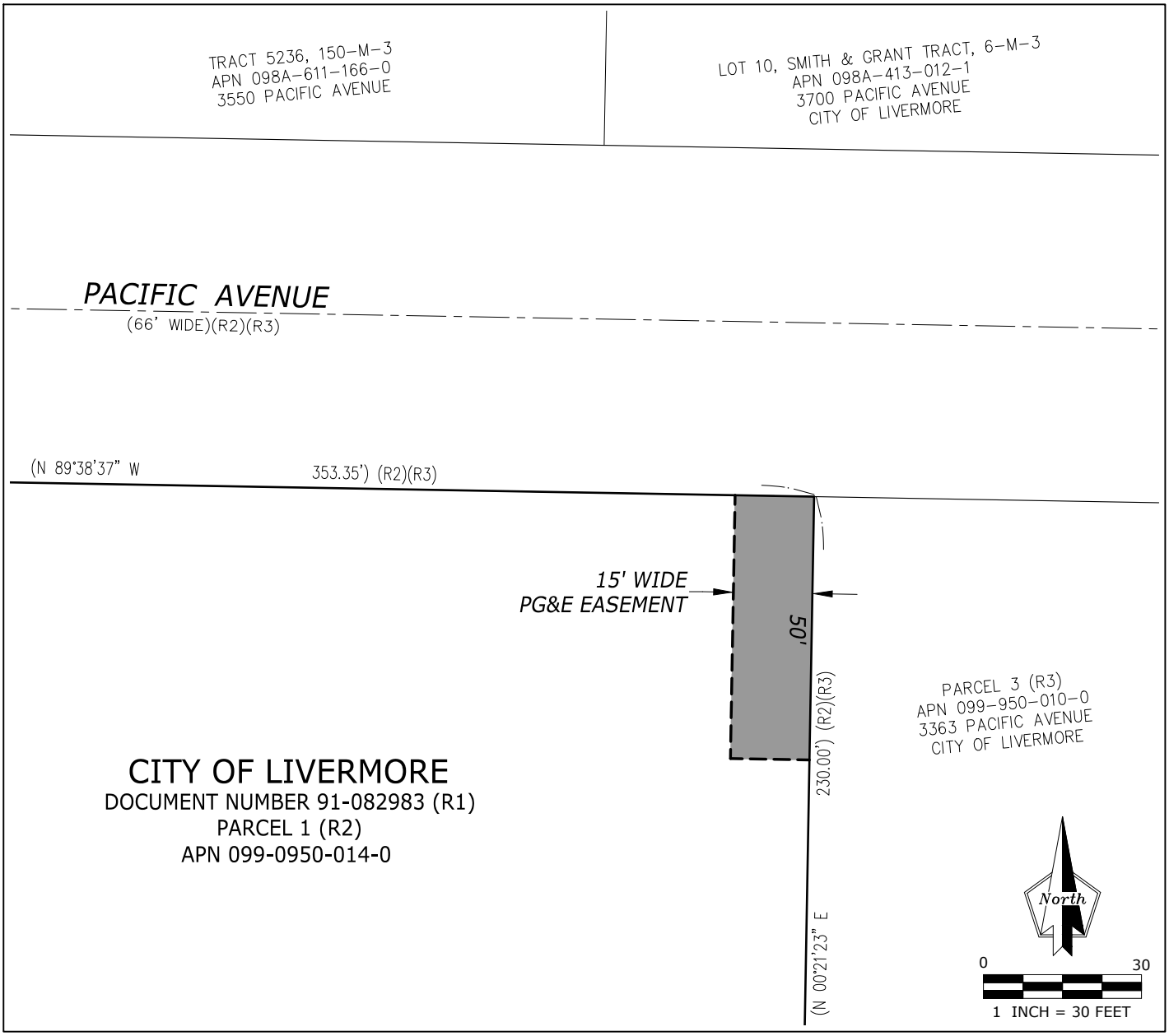
Prepared By:
Toma & Associates



Erik Paul Kiel, PLS 8911 Date: 7/23/2026



T.03 S., R.02 E., M.D.M.
(SECTION 16, SE 1/4 OF NE 1/4)



LEGEND:

————	PG&E EASEMENT BOUNDARY LINE
▪	PG&E EASEMENT AREA: 750 sq ft
A.C.R.	ALAMEDA COUNTY RECORDS

REFERENCES:

(R1) CERTIFICATE OF COMPLIANCE DATED 3/22/1991, DOCUMENT NUMBER 91-082983, A.C.R.
(R2) PARCEL MAP 10858 FILED FOR RECORD 11/27/2024 IN BOOK 360 OF MAPS AT PAGE 87, A.C.R.
(R3) PARCEL MAP 6574 FILED FOR RECORD 5/3/1993 IN BOOK 205 OF MAPS AT PAGE 80, A.C.R.

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

PROFESSIONAL LAND SURVEYOR
ERIK PAUL KIEL
No. 8911
STATE OF CALIFORNIA

T&A JOB NUMBER 26-07-11 BY: T&A DR: E. KIEL CH: T&A PM No. 35720923 DATE: 7/23/2026	EXHIBIT "B" PG&E EASEMENT 1110 S. LIVERMORE AVENUE LIVERMORE, CALIFORNIA TOMA & ASSOCIATES, Inc. 41 SUMMIT STREET, JACKSON CA 95642	TOMA & ASSOC.	AREA 2 DIVISION COUNTY ALAMEDA SCALE 1" = 30' SHEET NO. 1 OF 1 DRAWING No. 132915026-B CHANGE 0

EXHIBIT "C"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.

- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.

- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.

- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.

- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.

- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Administrative Block
Attach to LD: 2203-02-11507
Area, Region or Location: 2
Land Service Office: Concord
Line of Business: Electric Distribution (43)
Business Doc Type: Easements
MTRSQ: 22.03.02.16.21
FERC License Number: N/A
PG&E Drawing Number: N/A
Plat No.: J1801
LD of Affected Documents: N/A
LD of Cross Referenced Documents: N/A
Type of interest: Electric Underground Easements (4)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 35720923 OPS: 1110
JCN: N/A
County: Alameda
Utility Notice Number: N/A
851 Approval Application No: N/A; Decision: N/A
Prepared By: PJN8
Checked By: C7WR / CMW

(THIS PAGE MUST BE RECORDED WITH THE DOCUMENT)

LIVERMORE
CALIFORNIA

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

DATE: October 26, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of an agreement with Interwest Consulting Group, Inc., in an amount not-to-exceed $384,000 and a term ending December 31, 2031, to provide design and construction support services for the North K Street Resurfacing Project SM202521

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an agreement with Interwest Consulting Group, Inc., in an amount not-to-exceed $384,000 and a term ending December 31, 2031, to provide design and construction support services for the North K Street Resurfacing Project SM202521.

SUMMARY

The City of Livermore (City) performs annual pavement resurfacing to maintain roadway conditions, extend pavement life, and provide safe and reliable travel for all users. The North K Street Resurfacing Project SM202521 will provide pavement resurfacing, localized pavement repairs, drainage improvements to address ponding conditions, and associated improvements required by the Americans with Disabilities Act (ADA). The project limits include North K Street between Elm Street and Chestnut Street, along with Elm Street between North K Street and North L Street.

A recent Request for Proposals identified Interwest Consulting Group, Inc., (Interwest), as the most qualified consultant to provide design and construction support services for roadway projects based on their experience with municipal infrastructure design, pavement evaluation, and capital project delivery. The proposed agreement with Interwest, in an amount not-to-exceed $384,000, includes project management, field surveys, material sampling, utility coordination, design development, bidding support, engineering support during construction, and project closeout services.

DISCUSSION

Recent pavement-condition evaluations identified North K Street and the adjoining segment of Elm Street as needing resurfacing. This project will resurface the selected portions of North K Street, complete localized pavement repairs, repair drainage facilities to address ponding conditions, and

upgrade curb ramps along with other ADA-related features to meet current accessibility standards.

The project area includes North K Street between Elm Street and Chestnut Street, as well as a section of Elm Street between North K Street and North L Street. The City's Pavement Management System identified these street segments as needing resurfacing to preserve long-term pavement performance. The project limits are shown in Attachment 1.

Staff issued a Request for Qualifications (RFQ) for consultants to provide engineering and project management services in support of the City's Capital Improvement Plan and ongoing engineering operational needs. The purpose of the process was to solicit Statements of Qualifications (SOQs) from multiple firms and establish a shortlist of consultants eligible to support future capital improvement projects. Based on its review of three SOQs, including each firm's qualifications, experience, responsiveness, and capacity, a selection committee identified Interwest as one of the top-ranked firms for engineering services.

In August 2026, staff requested a proposal from Interwest to provide engineering services for the project. Interwest was selected from the prequalified list based primarily on its extensive pavement experience and demonstrated qualifications in municipal street resurfacing, pavement evaluation, and related design and construction support services. Staff reviewed the proposal and determined that it met the project requirements. The proposed agreement will provide design and construction-phase support services for the project. The not-to-exceed amount of $384,000 represents approximately 10% of the estimated construction cost, which is typical for municipal resurfacing projects that require field investigations, ADA improvements, and coordination with utility agencies. The agreement includes the following major tasks:

- Project Management: Manage the project scope, schedule, budget, and coordination with City staff throughout the project.
- Field Surveys: Perform topographic surveys, pavement condition verification, and ADA ramp field checks to support design development.
- Material Sampling and Testing Coordination: Coordinate pavement coring, material sampling, and laboratory testing to confirm pavement section design
- Utility Coordination: Coordinate with utility agencies to identify conflicts and incorporate necessary adjustments into the design.
- Design Development: Prepare plans, specifications, and cost estimates suitable for bidding and construction.
- Bidding Support: Assist the City in responding to bidder questions and preparing addenda during the bid period.
- Engineering Services During Construction: Review submittals, respond to requests for information, prepare design clarifications, and support field staff during construction.
- Project Closeout: Prepare record drawings and assist with project closeout documentation.

The current schedule involves completing the design in FY 2026-27 and constructing the improvements in FY 2027-28.

FISCAL AND ADMINISTRATIVE IMPACTS

The FY 2025–30 Capital Improvement Plan includes $1.4 million of Measure BB - Local Streets and Roads funding for the North K Street Resurfacing Project No. SM202521. This funding covers the cost of this design agreement. No additional appropriations are required at this time. Funding for construction

will be included in the upcoming FY 2027-2032 Capital Improvement Plan.

This maintenance project will not increase ongoing operation and maintenance costs.

COMMUNITY PILLAR

5: A City that Works

ATTACHMENTS

1. Project Location Map
2. Resolution
3. Exhibit A - Agreement with Interwest Consulting Group, Inc.

Prepared by: Juan Tenorio
Assistant Engineer

Approved by:

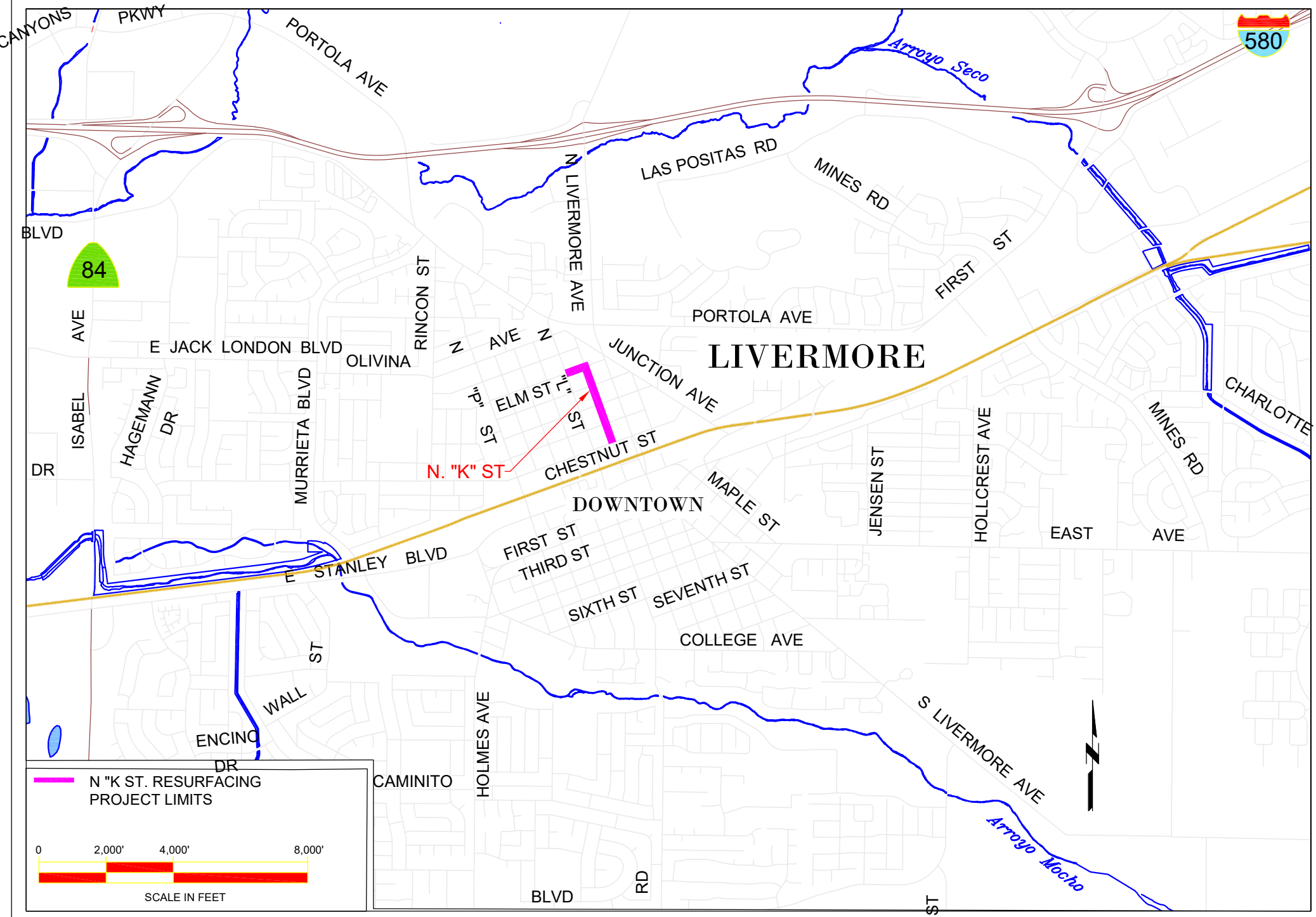
Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

NORTH K ST. RESURFACING PROJECT MAP

ATTACHMENT 1



IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH INTERWEST CONSULTING GROUP, INC. TO PROVIDE DESIGN AND CONSTRUCTION SUPPORT SERVICES, IN AN AMOUNT NOT-TO-EXCEED $384,000 AND A TERM ENDING DECEMBER 31, 2031

(NORTH K STREET RESURFACING PROJECT SM202521)

The City of Livermore (City) performs annual pavement rehabilitation to maintain roadway conditions, extend pavement life, and provide safe and reliable travel for all users. The North K Street Resurfacing Project SM202521 will provide pavement resurfacing, localized pavement repairs, drainage improvements to address ponding conditions, and associated improvements required by the Americans with Disabilities Act (ADA). The project limits includes North K Street between Elm Street and Chestnut Street along with Elm Street between North K Street and North L Street.

This agreement with Interwest Consulting Group, Inc., in an amount not-to-exceed $384,000, provides design and construction support services for the project and includes project management, field surveys, permitting support, design, bid phase services, construction phase services, and project close out. A recent Request for Proposals identified Interwest Consulting Group, Inc. (Interwest) as the most qualified consultant to provide design and construction support services for roadway projects based on their experience with municipal infrastructure design, pavement evaluation, and capital project delivery.

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

1. Authorizes the City Manager to execute an agreement with Interwest Consulting Group, Inc. to provide design and construction support services for the North K Street Resurfacing Project SM202521, in an amount not-to-exceed $384,000 and a term ending December 31, 2031, attached hereto as Exhibit A.

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 October 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly D. Cilley
Kimberly D. Cilley
City Attorney

Exhibit A – Agreement with Interwest Consulting Group, Inc.

Docusign Envelope ID: 57F2A767-505F-8923-82E1-82D8D1BB4B46

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 Interwest Consulting Group, Inc ("Consultant"), a(n) California Corporation.

RECITALS

City requires professional services to Provide design work and construction support for the North K Street Resurfacing Project, No. SM202521. These services include surveying, plan preparation, cost estimation, utility coordination, CASp certification, and construction administration.

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

AGREEMENT

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

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

2. Relationship of Parties – Independent Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Term. The term of this Agreement commences on 10/26/2026 and terminates upon the completion of the Services or 12/31/2031, whichever occurs first.

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

7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $384,000.00 ("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.

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(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.

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

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

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

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

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

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

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.

Docusign Envelope ID: 57F2A767-505F-8923-82E1-82D8D1BB4B46

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: Juan Tenorio City of Livermore / Community Development 1052 South Livermore Avenue Livermore, CA, 94550 jtenorio@livermoreca.gov
Email:	purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Attention: Jason Kabalin Interwest Consulting Group, Inc 9300 West Stockton Blvd.. Suite 105 Elk Grove, CA, 95758 United States
Email:	jkabalin@interwestgrp.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.

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Signatures and Exhibit List on the Next Page

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

CONSULTANT: **Dated:**

DocuSigned by:
Matthew K. Causley
C852FB8F09764AE...

9/25/2026 | 1:36 PM EDT

Matthew K. Causley
Chief Operating Officer

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F6571570452...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Exhibits:

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

EXHIBIT A
SCOPE OF WORK AND FEE SCHEDULE

City of Livermore
North K Street Resurfacing Project, No. SM2025-21
Design Services through Construction Support

September 29, 2026

Project Understanding

Interwest Consulting Group (Interwest) is pleased to present this proposal to the City of Livermore (City). Per our discussions, Interwest understands the City needs a qualified team to provide design services for the North K Street Resurfacing Project, City Project No. SM2025-21. The project limits include North K Street between Elm Street and Chestnut Street (approximately 1,650 linear feet) and an additional section on Elm Street between North K Street and North L Street (approximately 450 linear feet).

The City retained Interwest's sub-consultant, NCE, to conduct deflection testing of the existing roadway in accordance with Caltrans Test Method 356. NCE's analysis confirmed that the existing pavement section is structurally adequate and provided valuable information regarding the condition of the existing roadway. As a result, the City has requested that Interwest evaluate the existing conditions and available technical information and develop the pavement rehabilitation design and develop the plans for the project.

In addition to the pavement rehabilitation, the project area is flat with a history of ponding issues. Based on survey and field investigation, Interwest will assess the existing drainage conditions and design improvements to address the ponding. The City has also indicated that the sanitary sewer main line may need to be upsized. Interwest will coordinate with the City and the sewer department during the design process.

Scope of Work

Interwest will provide the following design services for this project:

- Project management and administration, including budget and schedule management.
- Quality assurance / quality control of all deliverables.
- Coordination meetings with City staff (sixteen (16) meetings assumed).
- Review of existing documents, including the NCE Pavement Design Report, Parikh Geotechnical Report, and the 65% plans prepared by the other firm.
- Topographic survey of the project area (subconsultant).
- Field visits and site investigation, including pavement evaluation.
- Evaluate existing curb ramps for ADA compliance and identify non-compliant and missing ramps.
- CASp monitoring and supervision of curb ramp evaluations.
- Utility research and coordination.
- Drainage assessment and design to address ponding conditions.
- Pavement rehabilitation design per NCE recommendations.
- Curb ramp and concrete repair layout.
- Sidewalk, curb and gutter repairs along with removal and installation of trees/landscaping at the direction of the City.
- Pavement marking and signage layout.
- Prepare 35% plans and preliminary cost estimate.
- Prepare 65% plans, technical specifications, and engineer's estimate.
- Prepare 95% plans, technical specifications, and engineer's estimate.
- Prepare 100% plans, specifications, and estimate (PS&E). Specs to include Water Pollution Control Plan bid item along with Storm Water control and mitigation requirements.
- Bid support services, including responses to bidder RFIs and preparation of addenda.
- Construction support services, including responses to contractor RFIs and submittal review.
- Prepare record drawings.
- CASp certification during construction for all curb ramps within the project limits.

Interwest will provide electronic files of any "work in progress" items at any time during the project at the City's request.

Description of Services

Task #1 - Project Management and Administration, Quality Control/Quality Assurance

Interwest anticipates sixteen (16) meetings with City of Livermore staff throughout the design process. Meetings will be scheduled to provide progress updates and at key milestones to confirm the project's scope of work, schedule, and budget; review project goals; discuss format of deliverables; review recommended treatment options; and review City comments on the 35%, 65%, and 95% plan submittals. Interwest will manage the project budget, schedule, and provide quality assurance and quality control reviews of all plan submittals.

Task #2 - Data Collection, Survey, and Field Investigation

Interwest will review the existing project documents, including the NCE Pavement Design Report, Parikh Geotechnical Report, and the 65% plans prepared by other firm to understand the existing conditions and help with Interwest's design approach. Interwest will subcontract with a survey firm to perform a topographic survey of the project area, including the roadway, existing curb ramps, drainage facilities, and utility features. The survey data will be used as the basis for plan development and to assess drainage conditions.

Interwest will perform field visits to evaluate existing pavement conditions, identify and quantify concrete repairs, and document surface utility covers and other facilities that must be accommodated during construction. Interwest will evaluate existing curb ramps for ADA compliance and identify missing ramps. Our CASp will monitor and supervise the curb ramp evaluations. Interwest will also perform utility research and coordinate with utility providers to identify potential conflicts.

Task #3 - Preliminary Design, 35% Plans and Estimate

Interwest will develop the pavement rehabilitation design utilizing NCE's report and recommendations, as stated in the Deflection Testing Report, and used for a technical reference to determine the appropriate rehabilitation strategy. Interwest will perform a preliminary drainage assessment and design to address the existing ponding conditions in the project area.

The 35% plans will indicate locations for replaced and new ADA ramps, concrete repair areas, preliminary pavement marking and striping layout, and a preliminary drainage improvement layout. Interwest will prepare a preliminary cost estimate using Microsoft Excel for the required improvements. Based on City feedback on the 35% submittal, Interwest will finalize the design approach and advance to the 65% submittal.

Task #4 - 65% Plans, Specifications, and Estimate

Interwest will prepare the 65% plans, technical specifications, and engineer's estimate. The plans will be developed to address the project limits and existing site conditions and will include applicable roadway, pavement rehabilitation, striping and signing, drainage, and ADA improvements, as appropriate. The PS&E package will incorporate applicable City standards and project specific design criteria, as well as comments received during previous design reviews. The plan set is anticipated to include the following sheets:

- Improvement Plans (5 sheets) – North K Street and Elm Street
- Drainage and Stormwater Control Plans and Profiles (4-6 sheets)
- Utility Coordination Plans (2 sheets)
- Demolition Plan (1 sheet)
- Construction Details and Typical Cross Sections (3 sheets)
- Construction Staging Plans (2 sheets)
- Pavement Delineation / Striping Plan (1 sheet)

Interwest will design curb ramps in accordance with current ADA and Caltrans standards, and our CASp will certify the ramp designs. Interwest will prepare technical specifications and an opinion of probable construction cost. Following the City's review of the 95% submittal, Interwest will meet with City staff to resolve any outstanding comments and prepare a response to comments matrix.

Task #5 - 95% Plans, Specifications, and Estimate

Interwest will complete the 95% design which includes integrating the City's 65% comments and recommendations to the plans, technical specifications, and engineer's estimate. After the 95% review submittal, Interwest will meet with the City staff to resolve any outstanding issues and will adjust the contract documents accordingly. Interwest will conduct an internal quality control/quality assurance review prior to the 100% submittal to confirm that the plans, specifications, and estimate are coordinated, complete, and suitable for the City's final review.

Task #6 - 100% Plans, Specifications, and Estimate

Interwest will incorporate the City's 95% review comments and prepare the 100% PS&E. Following the City's review, Interwest will finalize all contract documents and provide a copy of the final documents to the City for its use, along with electronic copies of all work at the completion of the design phase.

Task #7 – Advertise, Bid and Award Support

During the bid process, Interwest will review and provide responses to bidder's RFIs, and prepare and issue up to two (2) addenda with regard to the design. Interwest will also review substitution requests and provide revision acceptance and recommendations.

Task #8 - Construction Support Services, Record Drawings, and CASp Certification

During construction, Interwest will attend the pre-construction meeting and monitor contract compliance regarding the design. Full construction management services are excluded but could be provided as an additional service

Procore construction management platform will be used to provide construction support services. Interwest will receive, log, review, and respond to Requests for Information (RFIs) from the Contractor forwarded by the City and/or assigned via Procore. In responding to the RFIs, Interwest will issue interpretations and clarification to the Contract Documents. Interwest will review and respond to RFIs within five (5) working days following receipt by the Consultant.

Interwest will receive, log, review, and respond to submittals and resubmittals from the Contractor forwarded by the City and/or assigned via Procore. Submittals will be reviewed in accordance with the Contract Documents and include the following two (2) types of submittals:

1. General submittals: These are submittals that generally include routine elements such as epoxies, grout, sealants, valves, piping, etc. that require a single lead reviewer and shorter duration to complete. Interwest will review and respond to general submittals within five (5) working days following receipt by the Consultant.

2. Major submittals: These are submittals that generally include more complicated elements such as boilers, PLCs, shutdown plan, and commissioning plan, etc. that require multiple reviewers and longer duration to complete. Interwest will review and respond to major submittals within ten (10) working days following receipt by the Consultant.

Interwest will assist with reviewing progress payment requests, contract change order review, preparation, and payment requests.

Interwest will participate in final walk-through inspection in preparation for the final punch list of outstanding items and prepare the punch list and revise in accordance with feedback provided by the City.

Upon completion of the project, Interwest will prepare as-built record drawings based on field observations and contractor redlines. The record drawings will be provided to the City along will electronic transmittals of all project files including CAD files. We will not as-built survey any improvements.

Interwest will provide CASp certification of the design for all proposed curb ramps within the limits of the project, including ramps that were replaced or added as part of this project. CASp hours are included within the data collection, 65%, and 95% design tasks. Interwest will also provide CASp certification post-construction of the new or existing ramps included in this project. It is our understanding City inspectors will certify that the proposed ramps were constructed as designed.

Task #9 - As Directed Services Allowance

An allowance of $82,000 is included for as-directed services to be provided on a time and materials basis, as authorized by the City.

Excluded Work

Our work excludes researching right-of-way, developing traffic control or phasing plans, developing the City's front-end specifications and special provisions, marking digouts during construction, and providing testing, inspection, or construction management services during construction. Environmental and permitting services, if required, are excluded. Any of the excluded services can be added to our scope at any time for additional fees.

Proposed Work Schedule

Upon receipt of written authorization to proceed, Interwest anticipates completing the work according to the following schedule:

Data Collection, Survey, and Field Investigation:	1 month from NTP
35% Plans and Estimate:	1 month
65% Plans and Estimate:	2 months
95% Plans, Specifications, and Estimate:	2 months
100% PS&E:	1 months by end of April 2027
Bid Support:	1 month by beginning of May 2027
Construction Support and Record Drawings:	4 months

The overall duration of the work is anticipated to be approximately 12 months from notice to proceed through construction completion. Interwest will endeavor to meet the proposed schedule and make a reasonable effort to deliver a quality product within the specified time frame. Both the City and Interwest will need to be diligent on preparing and reviewing submittals. A detailed project schedule, with specific milestones, will be developed and submitted to the City after the notice to proceed is issued.

Proposed Fee

The services described in this proposal will be provided on a time and materials basis. Interwest's estimated fee for the base scope is **$384,000**, which is based on our experience with similar projects.

The enclosed fee breakdown, which shows our projected costs for each portion of the project, will be invoiced on a time and material basis. The individual fees associated with each task will serve as guidelines for progress payments. Additional tasks associated with the scope of work will be discussed prior to initiation as required. If there is an expansion of scope or major design changes, Interwest will provide a proposal for the additional services requested.

Interwest appreciates the opportunity to provide this proposal and looks forward to assisting with this project. Please feel free to contact Jason Kabalin at (925) 813-5816 with any questions.



Jason Kabalin, PE
Professional Services Director, Northern Region
Interwest Consulting Group

Attachment A Fee Schedule for (Design Services through Construction)
Interwest Contract XXXXXX
(North K Street Resurfacing Project - City Project No. SM2025-21)
City of Livermore

EXHIBIT A

EXHIBIT B

Total Working Days: 265 Working Days 53 Weeks 12 Months **9/29/2026**

Preliminary Engineering Services Between: 10/1/2026 and 10/7/2027

		STAFF									TOTAL
		Principal In Charge	Project Manager	Senior Engineer	Engineering Associate III	Engineering Technician III	CASp	Survey Subconsultant	Potholing/Coring Subconsultant	Directed Services	
		$263.00	$216.00	$206.00	$165.00	$134.00	$139.00	$20,000.00	$20,000.00	$82,000.00	
	DESIGN SERVICES										
Task #1 - Project Management and Administration, Quality Control/Quality Assurance											
1.1	Project Management and Administration (based on an average 2 hrs/wk for PM for approximately 65 weeks through design, bid, and award efforts)	0	20	8	4	0	0	0	0	0	32
1.2	Budget Management (Assumed initial 8-hrs to establish budgets sheets, 1-hr per month for PM)	0	25	25	0	0	0	0	0	0	50
1.3	Schedule Management (Assumed 1-hour per month + initial schedule coordination)	0	25	25	0	0	0	0	0	0	50
1.4	Kickoff/Coordination Meeting (Assumed one (1) meeting max.)	0	6	4	2	2	0	0	0	0	14
1.5	Quality Assurance / Quality Control (Reports, PS&E Submittals, Advertisement Documents)	0	20	20	8	8	0	0	0	0	56
1.6	Stakeholder Coordination (Assumes 1-hr per month per stakeholder, assumes three stakeholders)	0	48	48	24	24	0	0	0	0	144
1.7	PDT Meetings (Assumed two (2) meeting per month)	0	28	28	16	16	4	0	0	0	92
1.8	Internal Pre-Construction Meeting (Assumes one (1) meetings max.)	0	8	4	2	2	0	0	0	0	16
1.9	External Pre-Construction Meeting (Assumes one (1) meetings max.)	0	8	4	2	2	0	0	0	0	16
1.10	Sewer Coordination Meetings (Assumes two (2) meetings)	0	12	8	4	4	0	0	0	0	28
	Subtotal Hours Task #1	*0*	*200*	*174*	*62*	*58*	*4*	*0*	*0*	*0*	*498*
	Subtotal Fee Task #1	*$0*	*$43,200*	*$35,844*	*$10,230*	*$7,772*	*$556*	*$0*	*$0*	*$0*	*$97,602*
Task #2 - Data Collection, Survey, and Field Investigation											
2.1	Review Existing Documents (NCE Pavement Report, Parikh Geotech, 65% HMH Plans)	0	4	8	0	0	0	0	0	0	12
2.2	Topographic Survey (Subconsultant)	0	0	0	0	0	0	1	0	0	1
2.3	Field Visits and Site Investigation	0	6	6	8	0	0	0	0	0	20
2.4	Evaluate Existing Curb Ramps for ADA Compliance	0	0	0	32	0	0	0	0	0	32
2.5	CASp Monitoring / Ramp Evaluation Supervision	0	0	0	0	0	4	0	0	0	4
2.6	Utility Research and Coordination	0	4	4	8	0	0	0	0	0	16
2.7	Potholing / Coring (Subconsultant)	0	0	0	0	0	0	0	1	0	1
	Subtotal Hours Task #2	*0*	*14*	*18*	*48*	*0*	*4*	*1*	*1*	*0*	*86*
	Subtotal Fee Task #2	*$0*	*$3,024*	*$3,708*	*$7,920*	*$0*	*$556*	*$20,000*	*$20,000*	*$0*	*$55,208*
Task #3 - Preliminary Design, 35% Plans and Estimate											
3.1	Pavement Rehabilitation Design per NCE Recommendations	0	4	8	16	0	0	0	0	0	28
3.2	Preliminary Drainage Assessment and Design	0	4	8	16	0	0	0	0	0	28
3.3	Preliminary Curb Ramp and Concrete Repair Layout	0	0	4	12	0	0	0	0	0	16
3.4	Preliminary Pavement Marking and Signage Layout	0	0	2	8	0	0	0	0	0	10
3.5	Preliminary Cost Estimate	0	2	4	4	0	0	0	0	0	10
3.6	QC 35% Plans and Estimate	0	2	2	0	0	0	0	0	0	4
3.7	Final 35% Plans and Estimate	0	2	2	4	0	0	0	0	0	8
	Subtotal Hours Task #3	*0*	*14*	*30*	*60*	*0*	*0*	*0*	*0*	*0*	*104*
	Subtotal Fee Task #3	*$0*	*$3,024*	*$6,180*	*$9,900*	*$0*	*$0*	*$0*	*$0*	*$0*	*$19,104*
Task #4 - 65% Plans, Specifications, and Estimate											
4.1	Improvement Plans (5 sheets - N. K Street and Elm Street)	0	2	10	74	0	0	0	0	0	86
4.2	Drainage / Stormwater Control Plans and Profiles (4-6 sheets)	0	1	10	64	24	0	0	0	0	99
4.3	Utility Coordination Plans (2 sheets)	0	1	4	24	0	0	0	0	0	29
4.4	Curb Ramp Design and CASp Certification	0	2	4	8	0	48	0	0	0	62
4.5	Demolition Plan (1 sheet)	0	0	2	8	0	0	0	0	0	10
4.6	Construction Details and Cross Sections (3 sheets)	0	0	4	16	0	0	0	0	0	20
4.7	Construction Staging Plans (2 sheets)	0	0	4	16	0	0	0	0	0	20
4.8	Pavement Delineation / Striping Plan (1 sheet)	0	0	2	8	0	0	0	0	0	10
4.9	Draft 65% Technical Specifications	0	2	4	8	0	0	0	0	0	14
4.10	Draft 65% Opinion of Probable Cost (OPC) Estimate	0	2	8	8	0	0	0	0	0	18
4.11	QC Draft 65% PS&E	0	4	8	0	0	0	0	0	0	12
4.12	Response to Comments Matrix	0	2	4	8	0	0	0	0	0	14
4.13	Post Review Comments Focused Meeting	0	4	2	2	0	0	0	0	0	8
4.14	Final 65% PS&E	0	1	4	12	0	0	0	0	0	17
	Subtotal Hours Task #4	*0*	*21*	*70*	*256*	*24*	*48*	*0*	*0*	*0*	*419*
	Subtotal Fee Task #4	*$0*	*$4,536*	*$14,420*	*$42,240*	*$3,216*	*$6,672*	*$0*	*$0*	*$0*	*$71,084*
Task #5 - 95% Plans, Specifications, and Estimate											
5.1	Improvement Plans (5 sheets - N. K Street and Elm Street)	0	1	0	6	0	0	0	0	0	7
5.2	Drainage / Stormwater Control Plans and Profiles (4-6 sheets)	0	0	0	4	0	0	0	0	0	4
5.3	Utility Coordination Plans (2 sheets)	0	0	0	2	0	0	0	0	0	2
5.4	Curb Ramp Design and CASp Certification	0	1	0	0	0	48	0	0	0	49
5.5	Demolition Plan (1 sheet)	0	0	0	1	0	0	0	0	0	1
5.6	Construction Details and Cross Sections (3 sheets)	0	0	0	2	0	0	0	0	0	2
5.7	Construction Staging Plans (2 sheets)	0	0	0	3	0	0	0	0	0	3
5.8	Pavement Delineation / Striping Plan (1 sheet)	0	0	2	1	0	0	0	0	0	3
5.9	Draft 95% Technical Specifications	0	0	4	2	0	0	0	0	0	6
5.10	Draft 95% Opinion of Probable Cost (OPC) Estimate	0	0	1	2	0	0	0	0	0	3
5.11	QC Draft 95% PS&E	0	2	1	0	0	0	0	0	0	3
5.12	Response to Comments Matrix	0	2	2	2	0	0	0	0	0	6
5.13	Post Review Comments Focused Meeting	0	2	2	2	0	0	0	0	0	6
5.14	Final 95% PS&E	0	2	2	8	0	0	0	0	0	12
	Subtotal Hours Task #5	*0*	*10*	*14*	*35*	*0*	*48*	*0*	*0*	*0*	*107*
	Subtotal Fee Task #5	*$0*	*$2,160*	*$2,884*	*$5,775*	*$0*	*$6,672*	*$0*	*$0*	*$0*	*$17,491*
Task #6 - 100% Plans, Specifications, and Estimate											
6.1	Draft 100% Plans	0	2	2	8	0	0	0	0	0	12
6.2	Draft 100% Opinion of Probable Cost (OPC) Estimate	0	1	1	4	0	0	0	0	0	6
6.3	Draft 100% Technical Specifications	0	1	2	8	0	0	0	0	0	11
6.4	QC Draft 100% PS&E	0	2	4	0	0	0	0	0	0	6
6.5	Response to Comments Matrix	0	1	1	2	0	0	0	0	0	4
6.6	Post Review Comments Focused Meeting	0	2	2	2	0	0	0	0	0	6
6.7	Final 100% PS&E	0	1	1	4	0	0	0	0	0	6
	Subtotal Hours Task #6	*0*	*10*	*13*	*28*	*0*	*0*	*0*	*0*	*0*	*51*
	Subtotal Fee Task #6	*$0*	*$2,160*	*$2,678*	*$4,620*	*$0*	*$0*	*$0*	*$0*	*$0*	*$9,458*
Task #7 - Advertise, Bid, and Award Support											
7.1	Respond to Bidder RFIs and Issue RFI Responses	0	6	6	12	0	0	0	0	0	24
7.2	Prepare and Issue Addenda (up to 2)	0	4	4	8	0	0	0	0	0	16
7.3	Bid Opening and Award Support	0	2	2	0	0	0	0	0	0	4
7.4	Bid Tabulation	0	0	2	4	0	0	0	0	0	6
	Subtotal Hours Task #7	*0*	*12*	*14*	*24*	*0*	*0*	*0*	*0*	*0*	*50*
	Subtotal Fee Task #7	*$0*	*$2,592*	*$2,884*	*$3,960*	*$0*	*$0*	*$0*	*$0*	*$0*	*$9,436*
Task #8 - Construction Support Services, Record Drawings, and CASp Certificaiton											
8.1	Attend Pre-Construction Meeting (Assumes one (1) meeting)	0	3	0	3	0	0	0	0	0	6
8.2	Provide Responses to Contractor RFIs	0	4	4	8	0	0	0	0	0	16
8.3	Review Contractor Submittals	0	4	4	8	0	0	0	0	0	16
8.4	Assit reviewing progress payments, change orders, and payment requests	0	4	4	8	0	0	0	0	0	16
8.5	Attend final walk-through and create punch list	0	8	0	8	0	0	0	0	0	16
8.6	Prepare Record Drawings	0	2	4	16	0	0	0	0	0	22
8.7	CASp Certification	0	2	2	16	4	8	0	0	0	32
	Subtotal Hours Task #8	*0*	*27*	*18*	*67*	*4*	*8*	*0*	*0*	*0*	*124*
	Subtotal Fee Task #8	*$0*	*$5,832*	*$3,708*	*$11,055*	*$536*	*$1,112*	*$0*	*$0*	*$0*	*$22,243*
Task #9 - As Directed Services Allowance											
9.1	Allowance for As Directed Services (T&M basis)	0	0	0	0	0	0	0	0	1	1
	Subtotal Hours Task #9	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*1*	*1*
	Subtotal Fee Task #9	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$82,000*	*$82,000*
	Total Hours Per Person	0	308	351	580	86	112	1	1	1	1,440
	Total Subconsultants Fee	$0.00	$66,528.00	$72,306.00	$95,700.00	$11,524.00	$15,568.00	$20,000.00	$20,000.00	$82,000.00	*$ 383,626*
										Total Fee (Rounded)	*$ 384,000*

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INSURANCE REQUIREMENTS

EXHIBIT C

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/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

Docusign Envelope ID: 57F2A767-505F-8923-82E1-82D8D1BB4B46

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. 6.6**

DATE: October 26, 2026

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution authorizing the execution of a ground lease with the Livermore Heritage Guild for the installation, restoration, and operation of the historic Midway Public School as a public museum on a portion of real property commonly known as Hagemann Park and finding the project exempt from the California Environmental Quality Act

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Finding that the issuance of the ground lease and related installation, restoration, and operation of the Midway Pubic School as a public museum and immersive elementary school field trip experience and the construction of related improvements is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15301, 15303, 15304, and 15311, and that none of the exceptions in CEQA Guidelines section 15300.2 apply;

2. Authorizing the execution of a ground lease with the Livermore Heritage Guild;

3. Designating the Innovation and Economic Development Director, or his designee, to administer the lease and authorizing the Innovation and Economic Development Director to consent to any manner requiring City approval; and

4. Authorizing the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making non-substantive changes to the ground lease to facilitate recording with the Alameda County Clerk-Recorder's Office.

SUMMARY

The Livermore Heritage Guild (the Guild) proposes to relocate and restore the historic Midway Schoolhouse from the Altamont Hills to Hagemann Park for use as a public museum and educational facility. The City owns Hagemann Park, which is operated and maintained by the Livermore Area Recreation and Park District (LARPD). City staff coordinated with the Guild and LARPD to identify an approximately 3,100-square-foot area within the park that would accommodate the schoolhouse without

disrupting existing park operations.

The City approved Site Plan Design Review Modification 25-031 on March 30, 2026, and filed a California Environmental Quality Act Notice of Exemption on April 3, 2026. On September 14, 2026, the City Council adopted a resolution declaring the proposed lease premises exempt surplus land under the California Surplus Land Act. On October 14, 2026, the California Department of Housing and Community Development authorized the City to effectuate a lease with the Guild without further approval from HCD.

The proposed lease will facilitate the preservation of a historic community resource and expand educational and cultural opportunities for residents, students, and visitors.

DISCUSSION

The City of Livermore, a California municipal corporation (the City), is the fee owner of approximately 7.6 acres of real property located at 459 Olivina Avenue (APN 099-0189-001-00), commonly known as Hagemann Park (the Property), which is more particularly described and depicted in the Lease Agreement, Livermore Heritage Guild (Exhibit A).

In July of 2025, the Livermore Heritage Guild (the Guild), a California non-profit corporation dedicated to the preservation of Livermore's history, approached the City about relocating the historic Midway Schoolhouse from County land in the Altamont Hills to Hagemann Park to allow the Guild to restore and operate it as a public museum and destination for immersive elementary school field trips.

Pursuant to the “Master Property Agreement” between the City of Livermore and the Livermore Area Recreation and Park District (LARPD) dated July 25, 2023, the land that comprises the Property is currently maintained and operated by LARPD.

City staff worked with the Guild and LARPD to establish a suitable location within Hagemann Park that would not disrupt the function and operations of the park itself. The location agreed upon is the approximately 3,100 square foot area depicted as "Premises" on the Location Map (Attachment 1).

On December 23, 2025, the Guild applied for a Site Plan Design Review Modification (SPDRM) to relocate and restore the Midway Schoolhouse, including placement of new concrete foundation, decomposed granite landscaping, and one accessible parking stall on the adjacent parcel. City Staff approved SPDRM 25-031 on March 30, 2026, and filed a California Environmental Quality Act Notice of Exemption on April 3, 2026, which was certified on May 11, 2026.

The California Surplus Land Act (SLA) requires a local agency to formally declare property either “surplus land” or “exempt surplus land” before disposing of surplus property. On September 14, 2026, the City Council adopted a resolution exempting the Lease Premises from the Surplus Land Act because it meets the exemption criteria contained in Government Code Section 54221(f)(1)(B) and State Housing and Community Development's (HCD) Surplus Land Act Guidelines Section 103(c)(3). City Staff submitted a copy of the resolution to HCD to review and provide findings declaring the Lease Premises exempt from the Surplus Land Act, and On October 14, 2026, HCD authorized the City to effectuate a lease with the Guild without further approval from HCD declaring the Lease Premises exempt from the Surplus land Act.

The proposed lease would allow the Guild to occupy approximately 3,100 square feet of Hagemann Park

for the relocation, restoration, and operation of the Midway Schoolhouse as a public museum and educational facility. The lease provides for an initial five-year term, with four optional five-year extensions, at a nominal rental rate of $1 per month. The project will preserve a historic community resource and provide new educational and cultural opportunities while maintaining the park's existing recreational functions.

FISCAL AND ADMINISTRATIVE IMPACTS

The City will receive rent revenues of $1.00 per month from the lease that will end at the termination and full release of the lease.

COMMUNITY PILLAR

4: Inclusive and Inviting Spaces and Places

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Lease Agreement Livermore Heritage Guild

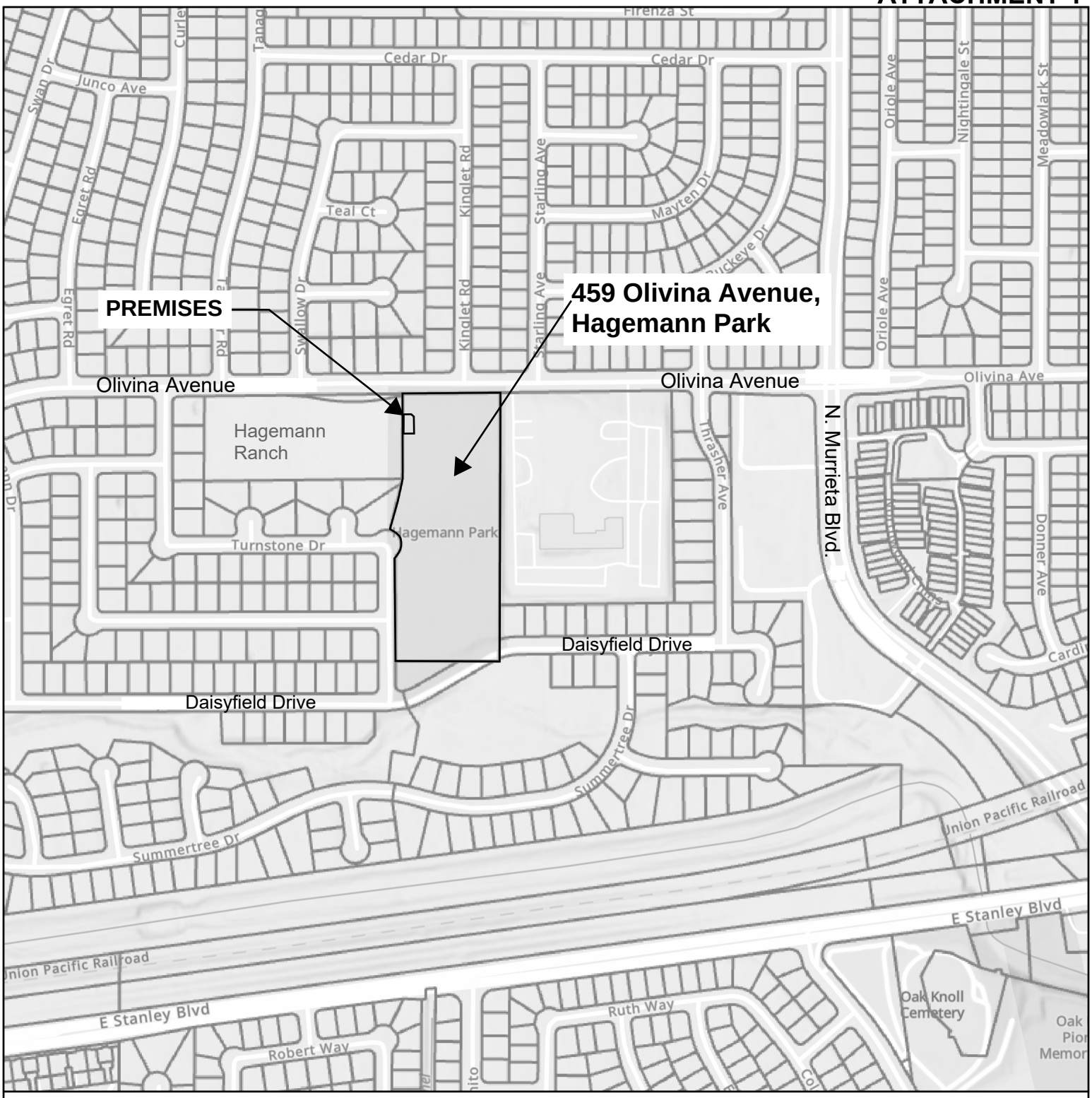
Prepared by: Mike Pato
Sr. Management Analyst (Ret. Ann.)

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director



N

LEGEND

ALL LOCATIONS ARE APPROXIMATE

Parcels

Livermore City Limits

Alameda County

World_Hillshade

0 0.03 0.07 0.13

mi

CITY OF LIVERMORE CALIFORNIA

Location Map

Date: 1/8/2026

Path: /Web Map

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A GROUND LEASE WITH THE LIVERMORE HERITAGE GUILD FOR THE INSTALLATION, RESTORATION, AND OPERATION OF THE HISTORIC MIDWAY PUBLIC SCHOOL AS A PUBLIC MUSEUM ON A PORTION OF REAL PROPERTY COMMONLY KNOWN AS HAGEMANN PARK AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The Livermore Heritage Guild ("Guild") is a nonprofit historical society dedicated to the preservation of local history. The Guild has acquired the Midway Public School, a one-room schoolhouse that operated in the Livermore Valley during the late nineteenth and early twentieth century, which must be relocated to accommodate proposed development in the Altamont Hills.

The City of Livermore owns approximately 7.6 acres of real property commonly known as Hagemann Park ("the Property"). The Property is maintained by the Livermore Area Recreation and Park District. The Guild desires to lease a 3,100 square foot portion of the Property ("the Premises") from the City so that it can relocate, restore, and operate the school as a public museum. The City desires to lease the Premises to the Guild for that purpose.

On September 14, 2026, the City Council adopted Resolution No. 2026-148, finding that the Premises qualifies as exempt surplus land pursuant to Section 54221(f)(1)(B) of the Surplus Land Act and directing the Innovation and Economic Development Director to provide a copy of the resolution to the California Department of Housing and Community Development ("HCD"). On October 14, 2026, HCD authorized the City to effectuate a lease with the Guild without further approval from HCD.

The ground lease, attached hereto as Exhibit A, would authorize the Guild to utilize the Premises for the installation, restoration, and operation of the Midway Public School as a public museum and immersive elementary school field trip experience, and construct related improvements, for a five-year term with four, five-year extension options. The monthly base rent for the Premises is one dollar. The ground lease does not grant the Guild any development rights over the Premises.

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

1. Finds, after considering the written record and all public comments, and based on its own independent judgment, that the issuance of the ground lease and related installation, restoration, and operation of the Midway Pubic School as a public museum and immersive elementary school field trip experience and the construction of related improvements is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to: (a) CEQA Guidelines section 15301, *Existing Facilities*, because the project consists of minor alterations to an existing park property and the installation

of the Midway Public School and related improvements constitutes a negligible expansion of the existing use; (b) CEQA Guidelines section 15303, *New Construction or Conversion of Small Structures*, because the project consists of the construction and location of a single small structure; (c) CEQA Guidelines section 15304, *Minor Alterations to Land*, because the installation of the Midway Public School and related improvements will result in minor alterations to the existing property and does not involve the removal of trees; and (d) CEQA Guidelines section 15311, *Accessory Structures*, because the project involves the placement of the Midway Public School—a minor structure—in a publicly owned park. None of the exceptions in CEQA Guidelines section 15300.2, *Exceptions*, apply.

2. Authorizes the City Manager, or her designee, to execute a ground lease with the Livermore Heritage Guild, attached hereto as Exhibit A, for the installation, restoration, and operation the Midway Public School, and construction of related improvements, as a public museum and immersive elementary school field trip experience, on a portion of real property commonly known as Hagemann Park, for an initial term of five years with four, five-year extension options.

3. Designates the Innovation and Economic Development Director, or his designee, to administer the ground lease and authorizes the Innovation and Economic Development Director to consent to any manner requiring City of Livermore approval, consistent with Section 9.34, *Lease Administration and Approvals*, of the ground lease, attached hereto as Exhibit A.

4. 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, including making non-substantive changes to the ground lease to facilitate recording with the Alameda County Clerk-Recorder's Office.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

Exhibit A – Ground Lease Agreement between City of Livermore and the Livermore Heritage Guild

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550-4899

No Fee for recording pursuant to
Government Code Section 27383

ABOVE THIS LINE FOR RECORDER'S USE

APN: 099-0189-001-00

GROUND LEASE AGREEMENT BETWEEN CITY OF LIVERMORE AND THE LIVERMORE HERITAGE GUILD

This Ground Lease ("Lease") is entered into on _____, 2026, by and between the City of Livermore, a California municipal corporation ("Landlord"), and the Livermore Heritage Guild, a California nonprofit corporation ("Tenant"). Landlord and Tenant are referred to collectively herein as the "Parties" and individually as "Party."

RECITALS

A. Landlord owns approximately 7.6 acres of real property commonly known as Hagemann Park and located at APN 099-0189-001-00, being all of Tract 3333, Parcel W, recorded February 29, 1972, in Book 74, Pages 9 through 22, in the Alameda County Recorder's Office under Record Series 72-26653 (the "Property"). The Property is generally bound by Olivina Avenue, Turnstone Drive, and Daisyfield Drive and is more particularly described and depicted in Exhibit "A" hereto.

B. Pursuant to the "Master Property Agreement Between the City of Livermore and the Livermore Area Recreation and Park District" dated July 25, 2023, the land that comprises the Property is currently maintained and operated by the Livermore Area Recreation and Park District ("LARPD").

C. Tenant has acquired the Midway Public School, a one-room schoolhouse that operated in the Livermore Valley during the late nineteenth and early twentieth century. This one-room schoolhouse structure is referred to herein as the "School." The School must be relocated to accommodate proposed development in the Altamont Hills.

D. Tenant desires to lease an approximately 3,100 square foot portion of the Property from Landlord so that it can relocate the School and restore and operate it as a public museum and destination for immersive elementary school field trips.

E. The City regularly leases property to the community, government, educational, and nonprofit organizations that provide social services to enhance the quality of life for all members of the community. Landlord is informed and believes that Tenant is a nonprofit corporation that provides these services.

F. Landlord wishes to lease a portion of the Property to Tenant, consisting of an approximately 3,100 square foot area located along the western boundary of the Property adjacent to Hagemann Ranch and approximately 80 feet south of the northern boundary of the Property along Olivina Avenue as more particularly described and depicted in Exhibit "B" hereto ("Premises").

G. The potential environmental impacts of this Lease have been evaluated by the City pursuant to the California Environmental Quality Act ("CEQA"), Public Resources Code sections 21000, *et seq*. Pursuant to CEQA, the City Council determined that this Agreement is categorically exempt from CEQA under CEQA Guidelines: (1) Section 15301, *Existing Facilities*; (2) Section 15303, *New Construction or Conversion of Small Structures*; (3) Section 15304, *Minor Alterations to Land*; and (4) Section 15311, *Accessory Structures*. The City Council has further determined that none of the exceptions to the categorical exemptions set forth in CEQA Guidelines section 15300.2 apply to this Lease.

AGREEMENT

NOW, THEREFORE, with reference to these recitals and on the terms and conditions contained in this Lease, Landlord and Tenant agree as follows:

ARTICLE I
LEASE OF PREMISES; STATE OF TITLE; TERM; OPTION TO EXTEND TERM

1.1 Lease. Subject to the terms and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises.

1.2 State of Title. This Lease is subject to: (a) all easements, covenants, conditions, restrictions, reservations, rights-of-way, and all other matters of record; (b) all matters that are discoverable by physical inspection of the Premises; and (c) all matters known to Tenant or of which Tenant has notice, constructive or otherwise ("Permitted Exceptions").

1.3 Condition of the Premises. Subject to the Permitted Exceptions, Tenant acknowledges and agrees that the Premises is to be leased to Tenant in an "as is" condition with all faults. Landlord does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Premises, the Property, or any such related matters. Except as otherwise expressly provided in this Lease, Tenant has full responsibility for the repair, alteration, maintenance, and replacement of the Premises and any improvement thereon.

1.4 Lease Term. The term of this Lease (the "Term") shall commence on the Commencement Date and continue in full force and effect for a period of five (5) years or until this Lease is terminated as otherwise provided herein. The "Commencement Date" shall be the date on which Tenant acquires its first grading or building permit approval for Improvements, as hereinafter defined.

1.5 Option to Extend. Provided no event of default shall have occurred and be continuing at the time of exercise or at the expiration of the Term or, if applicable, the immediately preceding extension period of the Term, Tenant shall have four (4) options to extend the Term of the Lease, each for a period of five (5) years on the same terms and provisions of this Lease then in effect (each such additional term being referred to as an "Extension Term" and such option being referred to as an "Extension Option" and collectively as "Extension Options").

1.6 Terms of Extension. Tenant shall exercise an Extension Option by giving notice to Landlord of Tenant's intention to do so not less than one-hundred twenty (120) days prior to the expiration of the Term or the applicable Extension Term. If Tenant fails to timely notify Landlord of its election to exercise an Extension Option as set forth above, the Lease shall terminate on the last day of the Term or, if applicable, the last day of the then applicable Extension Term.

ARTICLE II
USE OF PROPERTY

2.1 Use of Property. Tenant shall use the Premises for Permitted Uses and for no other uses or purposes. "Permitted Uses" are the installation of the School, construction of related improvements, and operation of the Premises as a public museum and immersive elementary school field trip experience.

2.2 Hours of Operation. Tenant may only utilize the Premises during daylight hours.

2.3 Improvements. "Improvements" shall mean and include, but not be limited to, grading, utilities, installing a new building foundation, installing the School on the new foundation, restoring the School, including adding Americans with Disabilities Act-compliant access to the School, new walkways connecting the existing pathways located on the Property and lighting as described and shown on Exhibit "C" hereto. Tenant shall install Improvements as shown and described in Exhibit "C" hereto. Tenant shall present the proposed Improvements and associated infrastructure to the appropriate approval authorities of Landlord and LARPD for review and approval prior to commencement of construction. There are existing improvements to the Property, including, without limitation, landscape, irrigation, pathways, and play structures that are maintained and operated by LARPD. If construction of the Improvements and associated infrastructure damages any existing improvements on the Property, Tenant shall, at its own expense, repair the improvements damaged to the satisfaction of Landlord and LARPD. Any future improvements proposed by Tenant shall be presented to the appropriate approval

authorities of Landlord and LARPD for review and approval prior to the installation of the improvements. Tenant shall be responsible for all costs associated with the Improvements and any additional proposed improvements, including the costs of any required approvals and permits.

2.4 Storage. Tenant may not store, within the Premises or Property, the School or any associated infrastructure, equipment, or materials prior to the installation of the School, except as provided in this paragraph. Tenant shall be responsible, at its own expense, for securing an off-site storage area for the School and any associated infrastructure, equipment, or materials until such time as it can be installed in the Premises. Subject to the prior written approval of Landlord and LARPD, Tenant may temporarily store the School and any associated infrastructure in a temporary storage area during the actual installation of the School in the Premises or adjacent to the Premises. If stored in an area adjacent to the Premises, Tenant shall obtain an encroachment permit from Landlord. Tenant shall be responsible, at its own expense, for restoring the temporary storage area to pre-storage conditions to the satisfaction of the Landlord and LARPD.

2.5 Parking. There is existing street parking along Olivina Avenue. Tenant's and Tenant's Parties' (hereinafter defined) rights to use the parking area are the same rights as those of any member of the public, no more and no less. Any additional parking required as part of Tenant planning application SPDRM25-031 conditions of approval shall be secured per the conditions of approval for the full Term and any Extension Term(s) prior to occupancy of the School within the Premises.

2.6 Fencing. Tenant shall fence the perimeter of the Premises. Tenant shall be responsible for maintaining the entire Premises, including any Improvements, fixtures, landscaping, trees (including, without limitation, any branches overhanging the Premises), the fencing, and irrigation. All areas outside of the Premises shall remain the maintenance responsibility of LARPD or Landlord, as agreed to by LARPD and Landlord.

2.7 Portable Toilet. Tenant shall arrange and properly maintain one portable toilet within the Premises or provide access to and use of portable toilets and/or restroom facilities within the Hagemann Ranch facility.

2.8 Special Events. Annually on January 1, Tenant shall submit for approval to Landlord and LARPD a list of all known scheduled events for the Premises. Fourteen (14) days prior to such events, Tenant shall send a reminder notice of the event to Landlord and LARPD. For any events that are not included on the annual list, Tenant shall notify the City Property Manager and LARPD Parks and Facilities Manager and coordinate scheduling said event to avoid conflicts with Landlord's or LARPD's operations at the Property. Tenant may retain any revenue it generates from events held at the Premises.

Notices and calendars for scheduled events will be addressed to the parties as follows:

City: Erica Ledesma, Property Manager
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

LARPD: Fred Haldeman, Parks and Facility Manager
Livermore Area Recreation & Park District
4444 East Avenue
Livermore, California 94550

2.9 Waste and Nuisances are Prohibited. Tenant shall not permit any odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Premises or from any portion of the Property as a result of Tenant's or any Tenant's Party's use thereof, nor take any action which would constitute a nuisance or would disturb, obstruct or endanger any other tenants or occupants of the Property or elsewhere, or interfere with their use of their respective premises or Common Areas. Tenant shall not use or allow the Premises to be used for any immoral, improper or unlawful purpose, nor shall Tenant cause or maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer the commission of any waste in, on or about the Premises. Tenant shall not place any loads upon the floors, walls or ceilings which could endanger the structure, or place any harmful substances in the drainage system of the School Structure or Premises. No waste, materials or refuse shall be dumped upon or permitted to remain outside the Premises. Landlord shall not be responsible to Tenant for the non-compliance by any other tenant or occupant of the Building or Project with any of the above-referenced rules or any other terms or provisions of such tenant's or occupant's lease or other contract.

2.10 Compliance with Regulations. By entering the Premises, Tenant accepts the Premises in the condition existing as of the date of such entry. Tenant agrees that if, as a consequence of Landlord's ownership (or ownership of an interest) in the Premises or Property or the use of Landlord's funds in connection with any construction project on the Premises or Property, any legal requirements applicable to construction projects (a) undertaken by California cities, or (b) supported by City funds (including, but not limited to, competitive bidding requirements, prevailing wage requirements, and public works bonding requirements) are triggered, Tenant shall cause all such requirements to be fully complied with at Tenant's sole cost and expense. Any failure by Tenant to cause all such applicable requirements to be fully complied with shall be a material breach of this Lease. Tenant shall, at its sole cost and expense, strictly comply with all existing or future applicable Laws (hereinafter defined), municipal, state, federal, and other governmental statutes, rules, requirements, regulations, laws, and ordinances, including zoning ordinances and regulations, and covenants, easements, and restrictions of record governing and relating to the use, occupancy, or possession of the Premises, to Tenant's use of the Premises or Property, or to the use, storage, generation, or disposal of Hazardous Materials (hereinafter defined) (collectively "Regulations"). Tenant agrees to comply with all

Regulations pertaining to prevailing wage, competitive bidding and public bonding requirements at its sole cost and expense which may be triggered due to this Lease. Tenant shall at its sole cost and expense obtain any and all licenses or permits necessary for Tenant's use of the Premises. Tenant shall at its sole cost and expense promptly comply with the requirements of any board of fire underwriters or other similar body now or hereafter constituted. Tenant shall not do or permit anything to be done in, on, under, or about the Premises or bring or keep anything which will in any way increase the rate of any insurance upon the Premises or Property or upon any contents therein or cause a cancellation of said insurance or otherwise affect said insurance in any manner. To the fullest extent permitted by law, and without limiting Tenant's defense, indemnity, and hold harmless obligations in Section 6.2 of this Lease, Tenant shall hold harmless, indemnify, and defend (with counsel selected by or otherwise acceptable to Landlord), Landlord and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers from and against any loss, cost, expense, damage, attorneys' fees, or liability arising out of the failure of Tenant to comply with any Regulations. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or earlier termination of this Lease. "Laws" shall mean any present or future applicable law, statute, ordinance, regulation (including zoning regulations), code, building code, judgment, injunction, arbitration award, order, rule, directive, common law, conditions of approval, policies and ordinances of any governmental agency, easement, covenant, restriction, or other agreement of record affecting the Property or the Premises.

2.11 Prevailing Wages. Tenant acknowledges that Landlord has made no representation, express or implied, to Tenant or any person or entity associated with Tenant regarding whether or not laborers employed relative to any construction on the Premises or School must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code sections 1720, *et seq*. Tenant agrees with Landlord that Tenant shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to any construction on the Premises or School undertaken by Tenant must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code sections 1720, *et seq*. Landlord shall not be under any duty to monitor or ensure the compliance of Tenant with any State of California labor laws, including, without limitation, prevailing wage laws. Tenant shall indemnify Landlord in accordance with the provisions of Section 6.2 of this Lease against any claims pursuant to California Labor Code section 1781 arising from Tenant's construction of any improvements, work, or alterations on the Premises or School.

ARTICLE III
RENT; UTILITIES; SECURITY

3.1 Base Rent. Tenant shall pay to Landlord and Landlord shall receive, without notice or demand throughout the Term and any Extension Term, monthly base rent in the amount of one and 00/100 dollars ($1.00) per month ("Base Rent"). Tenant shall pay Base Rent to

Landlord, in advance, commencing on the first day of commencement of this Lease and then each month thereafter during the Term and any Extension Term.

3.2 Additional Rent.

A. Utilities. Tenant shall contract directly for and obtain (and Landlord is to have no responsibility for) all utilities and services, including telecommunication services, necessary for the use and occupancy of the Premises and any improvements thereon. Landlord shall not be liable for, and Tenant shall not be entitled to any abatement or reduction of Base Rent by reason of, the discontinuation of utilities to the Premises where such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character or for any other causes. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future Laws, permitting the termination of this Lease due to the interruption or failure of or inability to provide any services.

3.3 Security. Tenant agrees to deposit with Landlord upon execution of this Lease, a security deposit in the amount of ten thousand and 00/100 dollars ($10,000.00) (the "Security Deposit"), which sum shall be held and owned by Landlord without obligation to pay interest, as security for the performance of Tenant's covenants and obligations under this Lease. The Security Deposit is not an advance rental deposit or a measure of damages incurred by Landlord in case of Tenant's default. Upon the occurrence of any event of default by Tenant, Landlord may from time to time, without prejudice to any other remedy provided herein or by law, use such fund as a credit to the extent necessary to credit against any arrears of Base Rent or other payments due to Landlord hereunder, and any other damage, injury, expense, or liability caused by such event of default, and Tenant shall pay to Landlord, on demand, the amount so applied in order to restore the Security Deposit to its original amount. Although the Security Deposit shall be deemed the property of Landlord, any remaining balance of such deposit shall be returned by Landlord to Tenant at such time after termination of this Lease that all of Tenant's obligations under this Lease have been fulfilled, reduced by such amounts as may be required by Landlord to remedy defaults on the part of Tenant in the payment of Base Rent or other obligations of Tenant under this Lease, to repair damage to the Premises caused by Tenant or any related parties, and to clean the Premises. Landlord is hereby granted a security interest in the Security Deposit in accordance with applicable provisions of the California Commercial Code. Landlord may use and commingle the Security Deposit with other funds of Landlord. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of any laws or regulations, now or hereinafter in force, which restricts the amount or types of claim that a landlord may make upon a security deposit or imposes upon landlord (or its successors) any obligation with respect to the handling or return of security deposits.

3.4 Alternative Security. In lieu of the Security Deposit required by Section 3.2 above, Lessee may furnish and maintain with the City a non-revocable General Performance Bond in the amount of ten thousand and 00/100 dollars ($10,000.00) ("Bond") as security for the performance of Tenant's covenants and obligations under this Lease. The Bond shall be in a form acceptable to the City Attorney and issued by a company authorized to issue surety bonds in the State of California. The Bond shall remain in effect until the expiration or earlier termination of the Lease. The Bond is not an advance rental deposit or a measure of

damages incurred by Landlord in case of Tenant's default. Upon the occurrence of any event of default by Tenant, Landlord may from time to time, without prejudice to any other remedy provided herein or by law, use the Bond to the extent necessary to credit against any arrears of Base Rent or other payments due to Landlord hereunder, and any other damage, injury, expense, or liability caused by such event of default, and Tenant shall, without demand by Landlord, take actions necessary ensure to the amount available on the Bond remains at ten thousand and 00/100 ($10,000.00).

ARTICLE IV
MAINTENANCE; REPAIRS; HAZARDOUS MATERIALS

4.1 Maintenance and Repair by Lessee. At all times during the term of this Lease, Tenant shall, at its own cost and expense, keep and maintain the Premises, including any improvements thereon, in a safe and clean condition consistent with all Regulations. Tenant shall also, at its sole expense, (a) keep all exterior surfaces located on the Premises clean and free of graffiti; (b) maintain the Premises in a clean, orderly, and sanitary condition and free of insects, rodents, vermin, and other pests; (c) keep any garbage, trash, rubbish or other refuse in rat-proof containers until removed; (d) have such garbage, trash, rubbish and refuse removed on a daily basis; (e) comply with all applicable Regulations; and (f) comply with and observe all rules and regulations established by Landlord or its designee. Tenant shall promptly repair any damage to the Premises or Property resulting from the acts of, or caused by, Tenant or its subtenants, agents, contractors, subcontracts, distributors, suppliers, customers, successors, assigns, or invitees. If after thirty (30) days' notice from Landlord or any other agency with regulatory authority, Tenant fails to maintain, repair, or keep clean, or fails to commence a good faith effort to maintain, repair, or keep clean where said maintenance, repairs, or cleaning will take more than thirty (30) days, any part of the Premises or any improvements thereon, Landlord may, but shall not be obligated to, enter upon the Premises and perform such maintenance, repair, or clean-up and Tenant may be requested to pay the costs thereof to Landlord upon demand. Any unpaid sum under this section will bear interest at the prevailing statutory interest rate until paid in full. Failure to adhere to the requirements of this section may, at the option of Landlord, result in a default of this Lease.

4.2 Hazardous Materials. As used in this Lease, "Hazardous Materials" and "Hazardous Material" shall include, but not be limited to, hazardous, toxic, and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any Regulation. Tenant shall not cause, or allow any Hazardous Materials to be handled, used, generated, stored, released or disposed of in, on, under, or about the Premises, the Property, or surrounding land, environment, or improvements in violation of any Regulations. Tenant shall immediately notify Landlord in writing of any Hazardous Materials contamination of, or releases on, any portion of the Premises, the Property, or surrounding land, environment, or improvements of which Tenant becomes aware, whether or not caused by Tenant, and whether or not the release is in quantities that would otherwise be reportable to a public agency. Tenant shall be solely and fully responsible for reporting Hazardous Materials contamination or releases to the appropriate public agency(ies). Landlord shall have the

right at all reasonable times, and if Landlord determines in good faith that Tenant may not be in compliance with this section, to inspect the Premises and to conduct tests and investigations to determine whether Tenant is in compliance with the foregoing provisions, the costs of all such inspections, tests, and investigations to be borne by Tenant.

To the fullest extent permitted by law, Tenant shall indemnify, defend (by counsel selected by or otherwise acceptable to Landlord), protect and hold Landlord, and its elected and appointed officials, offers, directors, employees, agents, and designated volunteers, harmless from and against any and all claims, liabilities, losses, costs, loss of rents, liens, damages, injuries, demands, causes of action, judgements, or expenses (including, without limitation, the cost of any required cleanup and remediation of the Hazardous Materials and, separately, any attorneys' and consultants' fees and court costs) (collectively, "Liability") of every nature directly or indirectly arising out of or related to the use, generation, storage, release, or disposal of Hazardous Materials by, or permitted by, Tenant in, on, under or about the Premises, the Property, or surrounding land, environment, or improvements, which indemnity shall include, without limitation, damages for personal or bodily injury, property damage, damage to the environment or natural resources occurring on or off the Premises, losses attributable to diminution in value or adverse effects on marketability, the cost of any investigation, monitoring, government oversight, repair, removal, remediation, restoration, abatement, and disposal, and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the expiration or earlier termination of this Lease, except for such Liability caused by the sole active negligence or willful misconduct of Landlord. Neither the consent by Landlord to the use, generation, storage, release, or disposal of Hazardous Materials, nor the strict compliance by Tenant with all Regulations pertaining to Hazardous Materials, shall excuse Tenant from Tenant's obligation of indemnification pursuant to this section. Tenant's obligations to hold harmless, indemnify, and defend shall not be excused because of Tenant's inability to evaluate Liability or because Tenant evaluates Liability and determines that Tenant 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 Lease. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or earlier termination of this Lease. Tenant shall respond within thirty (30) days to the tender of any claim for defense and indemnity by Landlord. This indemnity provision shall apply to both third party and first party claims.

After notice from Landlord and at the discretion of Landlord, Tenant shall cease its activities on the Premises until any release or danger of release of Hazardous Materials is cured without abatement or reduction of any fees, charges, or obligations due under this Lease, until such release or the danger of release of Hazardous Materials is cured and any remediation of such release is completed in a manner satisfactory to the City Manager or their designee.

Tenant shall take all necessary precautions against contamination or release of Hazardous Materials, and be solely and fully responsible and liable in the event Tenant causes or permits Hazardous Materials to contaminate or be released, at the Premises, the Property, or surrounding land, environment, or improvements, including, without limitation,

the City's sewage or storm drainage system, soil, air, or groundwater. If at any time a release of Hazardous Materials is discovered on the Premises, the Property, or surrounding land, environment, or improvements, including, without limitation, the City's sewage or storm drainage system, soil, air, or groundwater, which said release was caused or permitted in whole or in part by Tenant or its officers, agents, employees, contractors, permittees, or invitees, or there is the danger of such release of Hazardous Materials, Tenant, at its sole cost and expense, shall remove such Hazardous Materials from the Premises, the Property, or surrounding land, environment, or improvements, including, without limitation, the City's sewage or storm drainage system, soil, air, or groundwater in accordance with requirements of all appropriate governmental authorities and Regulations. In addition to all other rights and remedies of Landlord hereunder, if such release of Hazardous Materials is not removed from the Premises, the Property, or surrounding land, environment, or improvements, including, without limitation, the City's sewage or storm drainage system, soil, air, or groundwater by Tenant within ninety (90) days of being put on notice thereof after Tenant, Landlord, or other third party discovers such Hazardous Materials, Landlord, in its discretion may pay to have same removed and Tenant shall reimburse City within five (5) days of City's demand for payment. The receipt for payment by Landlord shall be prima facie evidence that the expense incurred was necessary and reasonable and that such expense was incurred by Landlord on behalf of Tenant.

Tenant shall maintain, for a period of not less than four (4) years after the expiration or termination of this Lease, or for any longer period of time required by any Regulations or any applicable law, regulation, policy, order, or decree, separate and accurate daily records pertaining to the use, handling, and disposal of all Hazardous Materials at the Premises, the Property, or surrounding land, environment, or improvements, including, without limitation, the City's sewage or storm drainage system, soil, air, or groundwater. After the expiration of said four-year period, Tenant shall notify Landlord no later than sixty (60) days prior to any proposed destruction of any said records, documents, and information and, upon request by Landlord, copies of all said records, documents, and information shall be delivered to Landlord at no cost to Landlord. In addition, Tenant shall furnish Landlord with such records and such other documentation or reports as the City Manager, from time to time, and at any time during or after the expiration of this Lease, may reasonably request.

Tenant's obligations under this section shall survive the expiration or earlier termination of this Lease.

4.3 Landlord's Warranties. Landlord hereby warrants and represents that, to the best of its knowledge, (i) no portion of the Premises including the soil, groundwater, and soil vapor contains a Hazardous Material, (ii) no substantial leak, spill, release, discharge, emission, or disposal of Hazardous Materials has occurred on the Premises. Landlord further warrants that, to the best of its knowledge, Landlord is not subject to any existing, pending or threatened investigation by any governmental authority under any applicable federal, state, or local law, regulation, or ordinance pertaining to air and water quality or the handling transportation, storage, treatment, usage, or disposal of Hazardous Materials, air emissions, and other environmental matters in connection with the Premises, and that any handling, transportation, storage, treatment, or use by Landlord of Hazardous Materials that has

occurred on, or in connection with, the Premises as of the date of this Lease has been in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

Landlord further warrants and represents that, from and after the date this Lease is executed, it will not cause or permit Hazardous Materials to be present in or on, or be used in or on, the Premises by Landlord.

4.4 Stormwater Provisions. Tenant shall prevent petroleum products and other deleterious waste from entering into the sewage and stormwater drainage systems serving the Premises. Tenant shall comply with the requirements of the National Pollutant Discharge Elimination System of the Federal Clean Water Control Act regarding permits for stormwater discharges. Tenant is responsible for ensuring full compliance with all local, state, and federal stormwater laws and Regulations.

ARTICLE V
TAXES

5.1 Taxes. If Tenant's interest creates additional real property taxes, assessments, and any other taxes, Tenant is responsible for paying any and all of those taxes and assessments.

5.2 Possessory Interest Tax; Revenue & Taxation Code Section 107.6. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxes and that, if a possessory interest is created, Tenant shall be responsible for payment of property taxes levied against such possessory interest.

ARTICLE VI
INSURANCE; HOLD HARMLESS

6.1 Insurance Requirements. Without limiting Tenant's indemnification obligations, Tenant shall procure and maintain insurance in the amounts and under the terms set forth in Exhibit "D" attached hereto. The cost of such insurance shall be borne by Tenant. Upon reasonable written notice, Tenant 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.

6.2 Hold Harmless and Indemnification. To the fullest extent permitted by law, Tenant shall hold harmless, indemnify, and defend with counsel selected by Landlord or otherwise acceptable to Landlord, Landlord 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, either directly or indirectly, (i) Tenant's use of the Premises or Property, the conduct of Tenant's operations, or any activity, work, or things done, permitted, or suffered by Tenant or its employees, agents, customers, visitors, invitees, licensees, contractors, assignees, or subtenants (individually, "Tenant Party" and collectively, "Tenant Parties") in or about the Premises, the Property, or

surrounding land, environment, or improvements including, without limitation, the City's sewage or storm drainage system, soil, air, or groundwater, or (ii) Tenant's default or breach of, or failure to comply with any of its obligations contained in, this Lease, except for such Liability caused by the sole active negligence or willful misconduct of Landlord. Tenant's obligations to hold harmless, defend, and indemnify shall not be excused because of Tenant's inability to evaluate Liability or because Tenant evaluates Liability and determines that Tenant 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 Lease. These obligations shall survive the expiration or earlier termination of this Lease. Tenant must respond within thirty (30) days to the tender of any claim for defense and indemnity by the Landlord. For avoidance of doubt, this indemnity provision applies to third party and first party claims.

6.3 Exemption of Landlord from Liability. Tenant, as a material part of the consideration given to Landlord, hereby (i) assumes all risk of damage, illness, or injury to persons in, upon, or about the Premises arising from any cause including, but not limited to, any theft, vandalism, damage, injury to person or death and any risk of damage to the Premises, the School, any associated improvements, and its property, including Tenant's fixtures, equipment, furniture, and alterations, resulting from any cause, excluding any claims (except for those claims arising from Landlord's alleged failure to supervise or control Tenant's actions or Tenant's use of the Premises) arising from the sole active gross negligence or willful misconduct of Landlord, and (ii) expressly releases Landlord and its elected and appointed officials, officers, directors, employees, agents and designated volunteers ("Released Parties"), and waives all claims in respect thereof against the Released Parties, from any Liability except for such claims caused solely by Landlord's active gross negligence or willful misconduct.

Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the property of Tenant, or injury to or illness or death of Tenant or any Tenant Party or any other person in or about the Premises, whether such damage, illness, or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, ventilation, plumbing, air conditioning or lighting fixtures, or from any other cause, and whether said damage, illness or injury results from conditions arising upon the Premises, upon other portions of the Property or from other sources or places, and regardless of whether the cause of such damage, illness, or injury or the means of repairing the same is inaccessible to Tenant, excepting damage, illness, or injury caused solely by Landlord's gross negligence or willful misconduct.

Landlord shall not be liable for any damages arising from any action, inaction or neglect by any contractor or other tenant, if any, of the Property or Landlord's failure to enforce the terms of any agreements with parties other than Tenant.

6.4 Waiver of Civil Code Section 1542. To the extent applicable, the Parties agree that they are informed of, understand, and expressly waive the provisions of California Civil Code section 1542, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE

CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

By initialing here, Tenant certifies it read, understood, and expressly waives the provisions of Section 1542 of the California Civil Code, to the extent applicable, as set out above: UBB.

ARTICLE VII
TERMINATION; DEFAULT; REMEDIES

7.1 Termination. Either party may terminate this Lease for any reason by giving six (6) months' written notice to the other. Upon termination, Tenant shall have removed all infrastructure installed within the Premises and restored the Premises to its pre-lease conditions, except for what Landlord and, if necessary, LARPD permit, in writing, to remain on the Premises.

7.2 Events of Default. The occurrence of any of the following shall constitute an event default and breach of this Lease by Tenant:

A. Any failure by Tenant to pay Base Rent or any other amount due and payable hereunder upon the date when said payment is due, as to which time is of the essence.

B. Any failure by Tenant to observe or perform any of the conditions, agreements, or provisions of this Lease, when the failure continues for a period of thirty (30) days after written notice of such failure from Landlord; provided that if the nature of the default cannot be reasonably cured within thirty (30) days, then no default shall be deemed to have occurred as long as Tenant has commenced to cure such default in good faith within such thirty (30) day period, and thereafter diligently prosecutes the cure to completion.

C. Tenant's abandonment or vacation of the Premises.

D. A general assignment by Tenant for the benefit of creditors.

E. The filing of any voluntary petition in bankruptcy by Tenant, or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of thirty (30) days. If under applicable law, the trustee in bankruptcy or Tenant has the right to affirm this Lease and continue to perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations under this Lease.

F. The attachment, execution or other judicial seizure of all or substantially all of Tenant's assets or Tenant's leasehold of the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of fifteen (15) days after the levy thereof.

G. The employment of a receiver to take possession of substantially all of Tenant's assets or Tenant's leasehold of the Premises, if such appointment remains undismissed or undischarged for a period of fifteen (15) days after the order therefor.

H. Tenant is unable to pay its debts generally as they become due.

7.3 Remedies Upon Default. In the event of the occurrence of any event of default, in addition to any and all other rights and remedies available to Landlord at law or in equity, Landlord shall have the right to give a written termination notice to Tenant and, on the date specified in such notice, Tenant's right to possession of the Premises shall terminate, and this Lease shall terminate. At any time after such termination, Landlord may recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, including any subtenant or subtenants notwithstanding Landlord's consent to any sublease, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlord may have under this Lease, or at law or equity by any reason of Tenant's default or of such termination. Landlord hereby reserves the right, but shall not have the obligation, to recognize the continued possession of any subtenant. Upon termination of the Lease, Tenant shall remove any improvements on the Premises at Tenant's sole cost and expense and return the Premises to its pre-lease condition.

7.4 Remedies Cumulative. All of Landlord's rights, privileges, and elections or remedies are cumulative and not alternative, to the extent permitted by law and except as otherwise provided herein.

ARTICLE VIII
CONDEMNATION; DESTRUCTION

8.1 Condemnation Resulting in Termination. If the whole or any substantial part of the Premises should be taken or condemned for any public use under any Regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the Permitted Use of the Premises, either Party shall have the right to terminate this Lease at its option. If any material portion of the Premises or Project is taken or condemned for any public use under any Regulation, or by right of eminent domain, or by private purchase in lieu thereof, Landlord may terminate this Lease at its option. In either of such events, the Base Rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of said Premises shall have occurred.

8.2 Condemnation Not Resulting in Termination. If a portion of the Property of which the Premises is a part should be taken or condemned for any public use under any

Regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking prevents or materially interferes with the Permitted Use of the Premises, and this Lease is not terminated as provided in Section 8.1 above, the Base Rent payable hereunder during the unexpired portion of this Lease shall be reduced, beginning on the date when the physical taking shall have occurred, to such amount as may be fair and reasonable under all of the circumstances, but only after giving Landlord credit for all sums received or to be received by Tenant by the condemning authority. Notwithstanding anything to the contrary contained in this section, if the temporary use or occupancy of any part of the Premises shall be taken or appropriated under power of eminent domain during the Term or any Extension Term, this Lease shall be and remain unaffected by such taking or appropriation and Tenant shall continue to pay in full all Base Rent payable hereunder by Tenant during the Term or any Extension Term; in the event of any such temporary appropriation or taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the use of or occupancy of the Premises during the unexpired Term or any Extension Term.

8.3 Award. Landlord shall be entitled to (and Tenant shall assign to Landlord) any and all payment, income, rent, award or any interest therein whatsoever which may be paid or made in connection with such taking or conveyance and Tenant shall have no claim against Landlord or otherwise for any sums paid by virtue of such proceedings, whether or not attributable to the value of any unexpired portion of this Lease, except as expressly provided in this Lease. Notwithstanding the foregoing, any compensation specifically and separately awarded Tenant for Tenant's personal property and moving costs, shall be and remain the property of Tenant.

8.4 Waiver of Section 1265.130 of the California Code of Civil Procedure. Each party waives the provisions of California Civil Code Procedure Section 1265.130 allowing either party to petition the superior court to terminate this Lease as a result of a partial taking.

8.5 Damage or Destruction. If, during the Term or any Extension Term, the improvements on the Premises are totally or partially destroyed by any casualty, Tenant shall restore, as soon as reasonably possible, the improvements on the Premises to substantially the same condition as they were in immediately before destruction in compliance with all Laws and Regulations. The provisions of California Civil Code sections 1932(2) and 1933(4), and any successor statutes, are inapplicable with respect to any destruction of any part of the Premises; such sections provide that a lease terminates on the destruction of the Premises unless otherwise agreed between the Parties to the contrary.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.1 Assignment and Subletting. Tenant shall not assign, transfer, mortgage, sublet, or otherwise transfer or encumber any of Tenant's interest in this Lease, the Premises, or the Property without Landlord's prior written consent, which Landlord shall not

unreasonably withhold. If Tenant desires to assign this Lease or sublet any or all of the Premises, Tenant shall give Landlord written notice (the "Transfer Notice") at least ninety (90) days prior to the anticipated effective date of the proposed assignment or sublease, which shall contain all of the information reasonably requested by Landlord to address Landlord's decision criteria specified hereinafter. Landlord shall then have a period of sixty (60) days following receipt of the Transfer Notice to notify Tenant in writing that Landlord elects either: (i) to terminate this Lease as to the space so affected as of the date so requested by Tenant; or (ii) to consent to the proposed assignment or sublease, subject, however, to Landlord's prior written consent of the proposed assignee or subtenant and of any related documents or agreements associated with the assignment or sublease.

Without limiting the other instances in which it may be reasonable for Landlord to withhold Landlord's consent to an assignment or subletting, Landlord and Tenant acknowledge that it shall be reasonable for Landlord to withhold Landlord's consent in the following instances: (i) if the proposed assignee does not agree to be bound by and assume the obligations of Tenant under this Lease in form and substance satisfactory to Landlord; (ii) the use of the Premises by such proposed assignee or subtenant would not be a Permitted Use or would violate any exclusivity or other arrangement which Landlord has with any other tenant or occupant, or any Regulation; (iii) the proposed assignee or subtenant is not of sound financial condition as determined by Landlord in Landlord's sole discretion; (iv) the proposed assignee or subtenant does not have a good reputation as a tenant of property; (v) the assignment or subletting would entail use of any Hazardous Materials or other noxious use or use which may disturb other tenants or users of the Property; or (v) Tenant is in default of any obligation of Tenant under this Lease, or Tenant has defaulted under this Lease on two (2) or more occasions during any twelve (12) months preceding the date that Tenant shall request consent. Failure by or refusal of Landlord to consent to a proposed assignee or subtenant shall not cause a termination of this Lease. Upon a termination under this section, Landlord may lease the Premises to any party, including parties with whom Tenant has negotiated an assignment or sublease, without incurring any liability to Tenant. At the option of Landlord, a surrender and termination of this Lease shall operate as an assignment to Landlord of some or all subleases or subtenancies. Landlord shall exercise this option by giving notice of that assignment to such subtenants on or before the effective date of the surrender and termination.

9.2 Removal, Restoration, and Surrender of Premises. All portions of the improvements and associated infrastructure installed and/or brought onto the Premises by Tenant will be and remain Tenant's personal property and will not be deemed fixtures or real property for any purpose, whether such improvements and associated infrastructure would be deemed fixtures or real property under applicable laws or not. At Tenant's option, the improvements and associated infrastructure (or any portion thereof) may be removed by Tenant at any time during the Term or any Extended Term. Tenant covenants and agrees that no part of the improvements or associated infrastructure constructed, erected, or placed on the Premises by Tenant will become, or will be considered a part of the Property, it being the specific intention of Landlord that all improvements and associated infrastructure of every kind and nature constructed, erected,

or placed by Tenant on the Premises will be and remain the property of Tenant.

Within ninety (90) days of the expiration or earlier termination of this Lease, Tenant will, at its sole cost and expense, (i) surrender the Premises to Landlord, (ii) remove all of Tenant's improvements and associated infrastructure, (iii) remove all debris, and (iv) restore the Premises to the same condition as existed on the date Tenant originally took possession thereof, reasonable wear and tear excepted. Tenant shall perform all restoration made necessary by the improvements and associated infrastructure, or by the removal of the improvements, associated infrastructure, connections, and other components of the improvements, within the time periods stated in this section. Without limiting the generality of the foregoing, Tenant shall remove all footings, foundations, utilities, wiring, and conduits. Tenant shall be deemed in actual possession of the Premises until and unless Tenant completely removes the improvements and associated infrastructure and restores the Premises consistent with the requirements of this section and to the satisfaction of Landlord. Tenant shall be liable to Landlord for any costs to store, remove, and dispose of any improvements and associated infrastructure that are not removed within said 90-day period.

Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating the Premises and shall meet with Landlord for a joint inspection of the Premises at the time of vacating, but nothing contained herein shall be construed as an extension of the Term or any Extension Term, or as a consent by Landlord to any holding over by Tenant. In the event of Tenant's failure to give such notice or participate in such joint inspection, Landlord's inspection at or after Tenant's vacating the Premises shall conclusively be deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

Landlord may, in its sole and absolute discretion, agree in writing to allow the Tenant to satisfy its obligation to remove the improvements, associated infrastructure, connections, and other components of the improvements by abandoning them in place. Landlord's written approval for the abandonment, if exercised, will be contingent upon Tenant satisfying such other terms and conditions as the Landlord may impose, which at a minimum will include:

A. That the improvements and their connections and associated infrastructure are abandoned in the manner prescribed by Landlord; and,

B. Tenant submits to Landlord an instrument in writing transferring ownership of the improvements, associated infrastructure, connections, and other components of the improvements in their AS IS and WHERE IS condition without representation or warranty of any kind or nature whereupon Tenant shall have no further responsibility for the maintenance, repair or removal related thereto.

Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such improvements, associated infrastructure,

alterations, connections, or any portion of the improvements.

9.3 Entry and Inspection. Landlord, through its duly authorized agents, shall have at any reasonable time the full right to enter the Premises for the purpose of periodic inspection for fire protection, maintenance, and to investigate compliance with the terms of this Lease. Any improvements deemed unsafe and/or need of repair shall be repaired by Tenant to the satisfaction of the Landlord. Tenant shall be responsible for all costs associated with repairing the unsafe improvements to meet current building and safety codes, and all other Regulations and Laws. Tenant shall be responsible for obtaining all necessary permits to complete the repairs. This right of entry shall, except in an emergency, be exercised within seven (7) days written notice and all efforts, including, but not limited to changing or delaying the time of entry, shall be made as to not unreasonably interfere with Tenant's programs, facility management, or operations. Tenant agrees to provide any documents that may be requested by Landlord to determine compliance with this Lease within thirty (30) days of such request.

9.4 Liens. Tenant shall at all times keep the Premises and Property free from liens arising out of or related to work or services performed, materials or supplies furnished or obligations incurred by or on behalf of Tenant or in connection with work made, suffered or done by or on behalf of Tenant in or on the Premises or Property. If Tenant shall not, within ten (10) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as Landlord shall deem proper, including payment of the claim giving rise to such lien. All sums paid by Landlord on behalf of Tenant and all expenses incurred by Landlord in connection therefor shall be payable to Landlord by Tenant on demand with interest at the Applicable Interest Rate as Additional Rent. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Landlord shall deem proper, for the protection of Landlord, the Premises, the Property and any other party having an interest therein, from mechanics' and materialmen's liens, and Tenant shall give Landlord not less than ten (10) business days' prior written notice of the commencement of any work in the Premises, the Property, or the School which could lawfully give rise to a claim for mechanics' or materialmen's liens to permit Landlord to post and record a timely notice of non-responsibility, as Landlord may elect to proceed or as the law may from time to time provide, for which purpose, if Landlord shall so determine, Landlord may enter the Premises. Tenant shall not remove any such notice posted by Landlord without Landlord's consent, and in any event not before completion of the work which could lawfully give rise to a claim for mechanics' or materialmen's liens. The "Applicable Interest Rate" is the lesser of eighteen percent (18%) per annum or the maximum interest rate allowed by law.

9.5 No Leasehold Financing Permitted. Tenant may not enter into a Leasehold Mortgage or any other financing secured by this Lease or Tenant's interest in the Premises or the Property. A Leasehold Mortgage is any mortgage, deed of trust, or other security

instrument (including, without limitation, an assignment of rents, issues, and profits generated on or by the Premises) and any obligation relating thereto, which secures Tenant's repayment of any loan to, and associated obligations of Tenant, and in which all or any part of the security consists of an encumbrance on the leasehold estate created by this Lease, the improvements, the School, or Tenant's equipment or other personal property used on or about the Premises.

9.6 Subordination. Tenant hereby subordinates and makes this Lease inferior to all existing and future mortgages, trust indentures, or other security interest of Landlord or Landlord's successor in interest. Tenant shall execute and deliver any documents required to evidence and perfect such subordination.

9.7 Inspection by Certified Access Specialist. Landlord discloses that the Premises has not undergone inspection by a Certified Access Specialist. The Parties agree that Tenant shall be responsible and required to bring the Premises into compliance, if necessary. Section 1938(e) of the California Civil Code provides: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

9.8 City Municipal Powers. Landlord is entering into this Lease in its proprietary capacity, and not in its regulatory or governmental capacity, or in its capacity as a utility provider. Nothing in this Lease shall be construed as restraining, impairing or restricting Landlord in its regulatory capacity, or granting any rights upon the Tenant with respect to the use, occupancy or operation of the Premises in a manner inconsistent with Regulations. This Lease does not grant any development rights upon the Tenant with respect to the Premises and any such development shall be subject to all applicable provisions of the Livermore Municipal Code and Livermore Development Code.

9.9 Time. Time is of the essence regarding this Lease and its provisions.

9.10 Accord and Satisfaction. No payment by Tenant of a lesser amount than the total Base Rent due nor any endorsement on any check or letter accompanying any check or payment of Base Rent shall be deemed an accord and satisfaction of full payment of Base Rent, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such Base Rent or to pursue other remedies. All offers by or on behalf of Tenant of accord and satisfaction are hereby rejected in advance.

9.11 No Light, Air, or View Easement. Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to or in the vicinity of the Premises shall in no way affect this Lease or impose any liability on Landlord.

9.12 No Third Party Benefit. This Lease is a contract between Landlord and Tenant and nothing herein is intended to create any third party benefit.

9.13 Relationship of the Parties. This Lease does not create any partnership, joint venture, employment, or agency relationship between the Parties. Nothing in this Lease shall confer upon any other person or entity any right, benefit, or remedy of any nature.

9.14 Quiet Enjoyment. Upon payment by Tenant of Base Rent, and upon the observance and performance of all of the other covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under Landlord, subject, nevertheless, to all of the other terms and conditions of this Lease. Landlord shall not be liable for any hindrance, interruption, interference or disturbance by other tenants or third persons, nor shall Tenant be released from any obligations under this Lease because of such hindrance, interruption, interference, or disturbance.

9.15 Easements. Landlord may grant easements on, over, or under the Premises and dedicate for public use portions of the Premises without Tenant's consent; provided that no such grant or dedication shall materially interfere with Tenant's Permitted Use of the Premises. Upon Landlord's request, Tenant shall execute, acknowledge and deliver to Landlord documents, instruments, maps, and plats necessary to effectuate Tenant's covenants hereunder.

9.16 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of Landlord, its successors and assigns, and shall be binding upon and inure to the benefit of Tenant, its successors, and to the extent assignment is approved by Landlord as provided hereunder, Tenant's assigns.

9.17 Waiver. If either Landlord or Tenant waives the performance of any term, covenant, or condition contained in this Lease, such waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, or constitute a course of dealing contrary to the expressed terms of this Lease. The acceptance of Base Rent by Landlord (including, without limitation, through any "lockbox") shall not constitute a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, regardless of Landlord's knowledge of such preceding breach at the time Landlord accepted such Base Rent. Failure by Landlord to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed

to waive or decrease the right of Landlord to insist thereafter upon strict performance by Tenant. Waiver by Landlord of any term, covenant or condition contained in this Lease may only be made by a written document signed by Landlord, based upon full knowledge of the circumstances.

9.18 Amendment. This Lease may be modified at any time by written agreement of the Parties. For avoidance of doubt, any amendments must be approved by the City Council of the City of Livermore.

9.19 Notices. Any notice required or permitted under this Lease shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by regular, certified or registered mail with the U.S. Postal Service, with postage prepaid, and shall be deemed to have been duly given on the date of personal service, on the fifth (5th) business day after deposit in the mail, or upon refusal to accept delivery. All notices given under this Lease shall be sent to the following recipients:

Landlord: Erica Ledesma, Property Manager
CITY OF LIVERMORE
1052 South Livermore Avenue
Livermore, CA 94550

with copy to City Attorney
City Attorney's Office
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

Tenant: Will Bolton, President
Livermore Heritage Guild
PO Box 961
Livermore, CA 94551

The Parties' address for notices may be changed from time to time by giving the other written notice in a manner consistent with the requirements of this section.

9.20 Entire Agreement. This Lease, together with any attachments hereto, constitutes the entire agreement of the Parties relating to the subject matter of this Lease and supersedes any previous negotiations. There have been no representations made by the Landlord or understandings made between the Parties other than those set forth in this Lease and any attachments hereto.

9.21 Partial Invalidity; Severability. If any provision or portion of this Lease is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, it is agreed that such invalidity shall affect only such provision or portion thereof, and the remainder of this Lease shall remain in force and effect, if both the economic and legal substance of the transactions that

this Lease contemplates are not affected in any manner materially adverse to any Party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Lease to fulfill as closely as possible the original intents and purposes of this Lease.

9.22 Holding Over. If Tenant remains in possession of the Premises after the expiration or earlier termination of the Term or any Extension Term, such occupancy shall be a tenancy from month-to-month (and not a renewal or extension of this Lease) subject to all the other terms and conditions in this Lease, which may be terminated at any time by Landlord or Tenant by providing not less than thirty (30) calendar days' written notice. Nothing contained in this Lease shall give to Tenant the right to occupy the Premises after the expiration of the Term, any Extension Term, or any earlier termination of the Lease.

9.23 Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of Base Rent or any other amounts required to be paid under this Lease. If Landlord (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Lease by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the Party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a Party in whole or in part from performing as provided in this Lease, that is beyond the reasonable control of and not the fault of such Party, and that such Party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law. Tenant hereby releases Landlord from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage, or injury of any nature whatsoever sustained by Tenant, its employees, agents, or invitees during the Term and any Extension Term, including, but not limited to, loss, damage, or injury to property of Tenant that may be located or stored on the Premises due to a force majeure event.

9.24 Real Estate Brokers. Tenant and Landlord each represent that it has not had dealings with any real estate broker, finder, or other similar person with respect to this Lease in any manner. Tenant and Landlord each shall indemnify the other from all claims that may be asserted against the other by a broker, finder, or other similar person with whom it has or purportedly has dealt.

9.25 Review of Lease Agreement. Each Party to this Lease declares that, prior to the execution of this Lease, each Party had the opportunity to seek the independent advice of counsel and that it apprised itself of sufficient relevant information in order that it might intelligently exercise their own judgment in deciding whether to execute this Lease. Each Party agrees that they have completely read and understood the Lease, know the contents thereof, and have signed the Lease of their own free will and free of any duress.

9.26 Interpretation. The terms and conditions of this Lease have been arrived at through negotiation, and each party had a full and fair opportunity to review and revise this Lease with legal counsel. Any ambiguity in this Lease will not be resolved against either party as the

drafting party.

9.27 Recording. This Lease shall be recorded in the Office of the County Recorder, Alameda County. Tenant shall not record this Lease or a short form memorandum hereof without Landlord's prior written approval.

9.28 Governing Law; Venue. This Lease shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of laws principles. Sole and exclusive venue for any action or claim between the Parties that arises from or in connection with this Lease will reside exclusively in Alameda County Superior Court (the "Court"). All Parties to this Lease agree to be subject to the Court's jurisdiction and waive all claims whatsoever that would defeat the Court's jurisdiction to hear and adjudicate any action or claim between the Parties that arises from or in connection with this Lease.

9.29 Headings. The headings used in this Lease are intended solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they define or limit the scope or meaning of any provision of this Lease.

9.30 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original.

9.31 Authority. Landlord represents and warrants that it has full right and authority to enter into this Lease and to perform all of Landlord's obligations hereunder and that all persons signing this Lease on its behalf are authorized to do. Tenant and the person or persons, if any, signing on behalf of Tenant, jointly and severally represent and warrant that Tenant has full right and authority to enter into this Lease, and to perform all of Tenant's obligations hereunder, and that all persons signing this Lease on its behalf are authorized to do so.

9.32 Attachments. All attachments referred to in and attached to this Lease are incorporated by reference as though set forth in full.

9.33 Recitals. The recitals to this Lease are true and correct.

9.34 Lease Administration and Approvals. Except as otherwise stated herein, the Innovation & Economic Development Director of the City of Livermore, or their designee, shall be the person designated by Landlord to administer this Lease on behalf of Landlord. The Innovation & Economic Development Director of the City of Livermore shall have the authority to consent to any manner requiring Landlord approval or consent as provided in this Lease, and to perform and carry out any activities concerning this Lease, so long as such actions do not substantially affect the rights and obligations of Landlord as specified herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to this Lease have executed this Lease as of the dates set forth below.

9.35 Signatures. (Shall be notarized):

LANDLORD:
City of Livermore
A municipal corporation

Dated: _____

_____
Marianna A. Burch
City Manager

Approved as to Insurance:

_____
Jas Sidhu
Risk Manager

Approved as to Form:

_____
Molly A. O'Toole
Assistant City Attorney

TENANT:
Livermore Heritage Guild, a California Nonprofit corporation.

Dated: 9/2/2026

Willard R. Bolton, Jr.

By: WILLARD R. BOLTON, JR.

Title: PRESIDENT, LIVERMORE HERITAGE GUILD

Exhibit A – Property
Exhibit B – Premises
Exhibit C – Improvements
Exhibit D - Insurance

SEE ATTACHED CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT FOR NOTARY (13)

CALIFORNIA ALL-PURPOSE 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 ALAMEDA)

On 09/02/2026 before me, VIMAL P. SOLANKI, NOTARY PUBLIC
Date *Here Insert Name and Title of the Officer*

personally appeared WILLARD R. BOLTON, JR
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.

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.

VIMAL P. SOLANKI
Notary Public - California
Alameda County
Commission # 2453024
My Comm. Expires Aug 8, 2027

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: SEE BELOW
Document Date: 09/02/2026 Number of Pages: 32
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: WILLARD R. BOLTON, JR	Signer's Name:
☒ Corporate Officer — Title(s): PRESIDENT	☐ 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:	☐ Other:
Signer Is Representing: LIVERMORE HERITAGE GUILD	Signer Is Representing:

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GROUND LEASE AGREEMENT BETWEEN CITY OF LIVERMORE AND THE LIVERMORE HERITAGE GUILD

EXHIBIT A - PROPERTY

LEGAL DESCRIPTION

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AS FOLLOWS:

BEING ALL OF TRACT 3333, LOT W, RECORDED FEBRUARY 29, 1972, IN BOOK 74, PAGES 9 THROUGH 22, IN THE ALAMEDA COUNTY RECORDER'S OFFICE UNDER RECORD SERIES 72-26653

CONTAINING 7.6 ACRES, MORE OR LESS.

APN: 099-0189-001-00

EXHIBIT A - PROPERTY

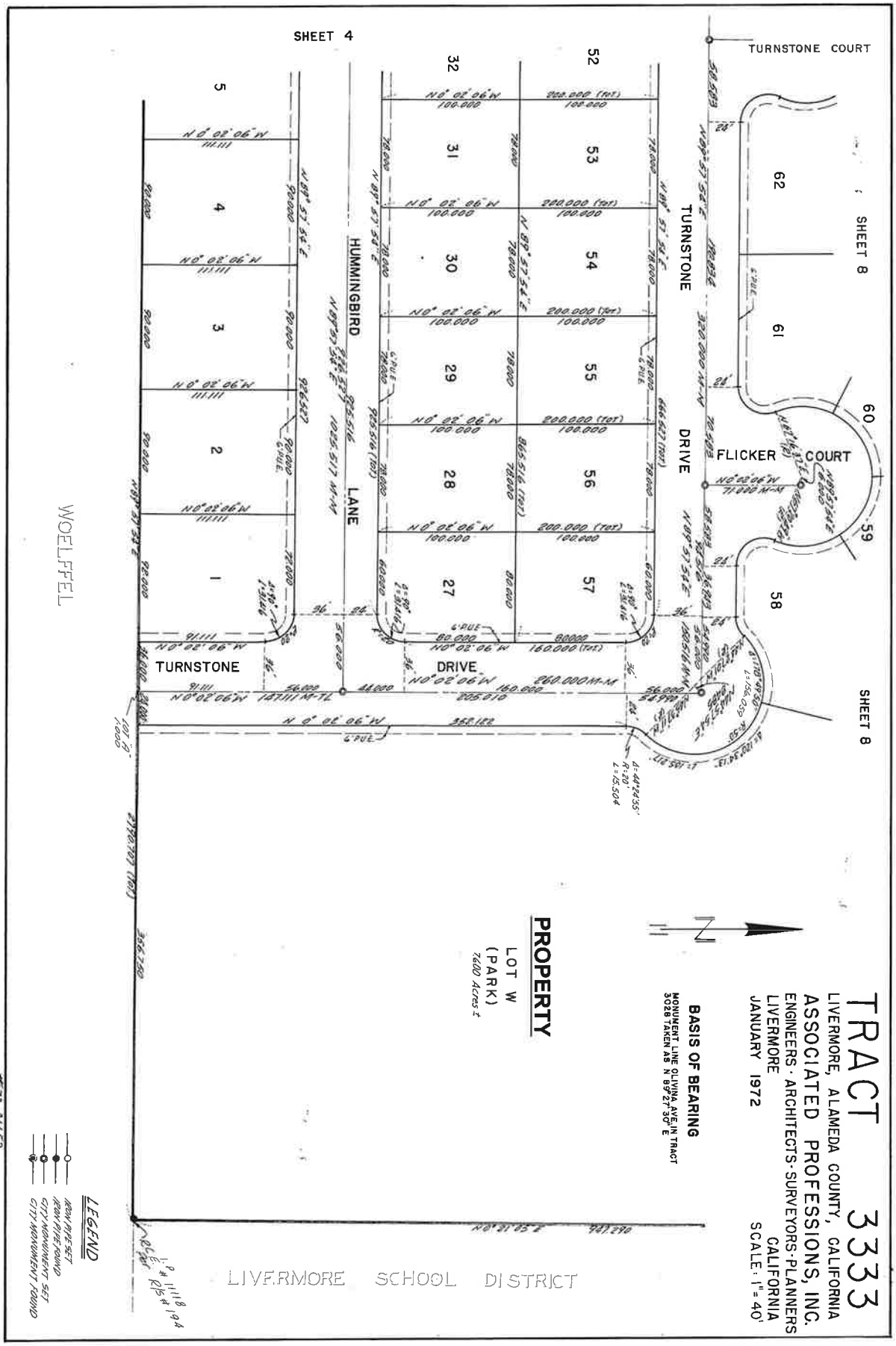


EXHIBIT A - PROPERTY

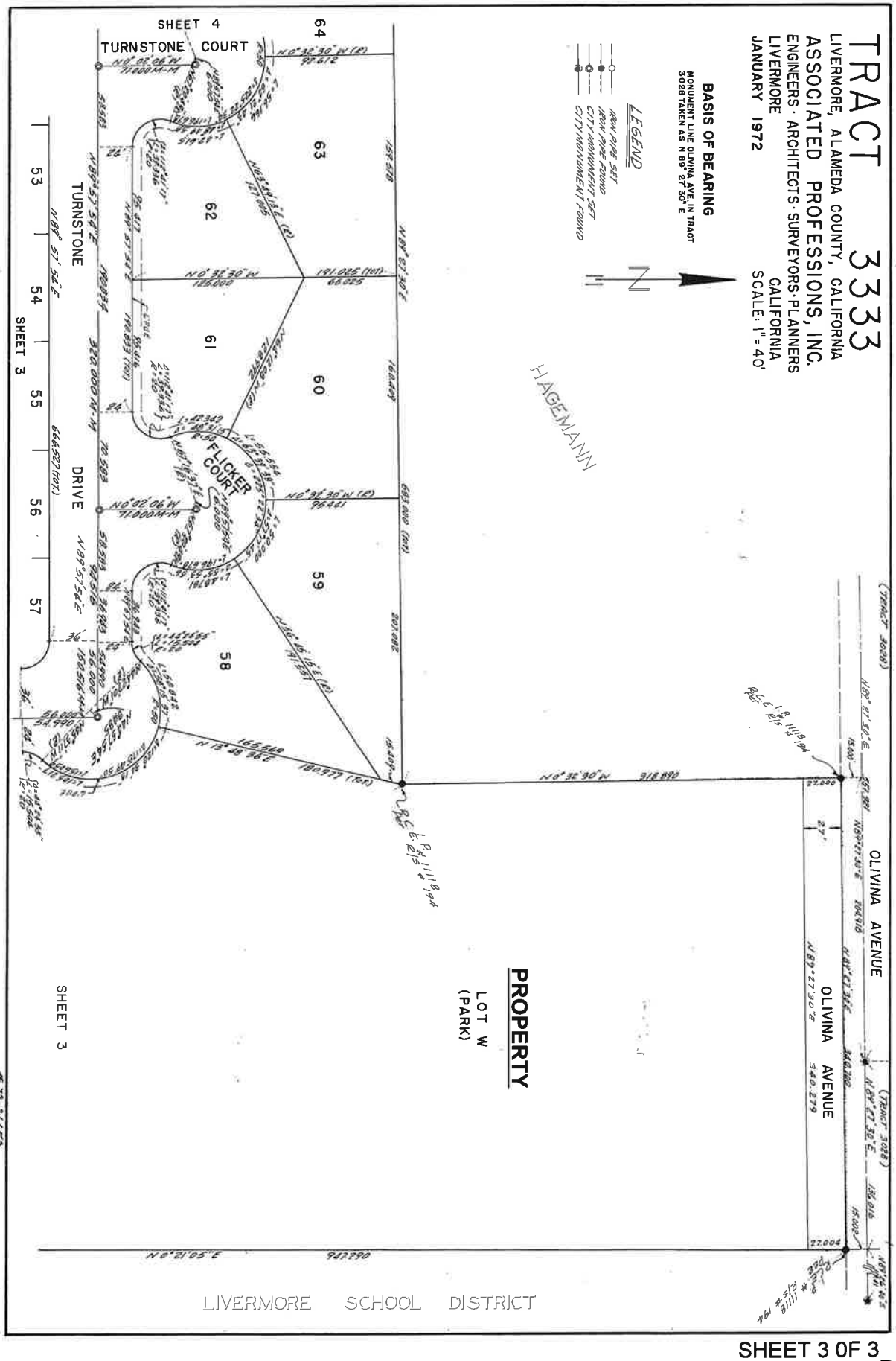


EXHIBIT B - Premises

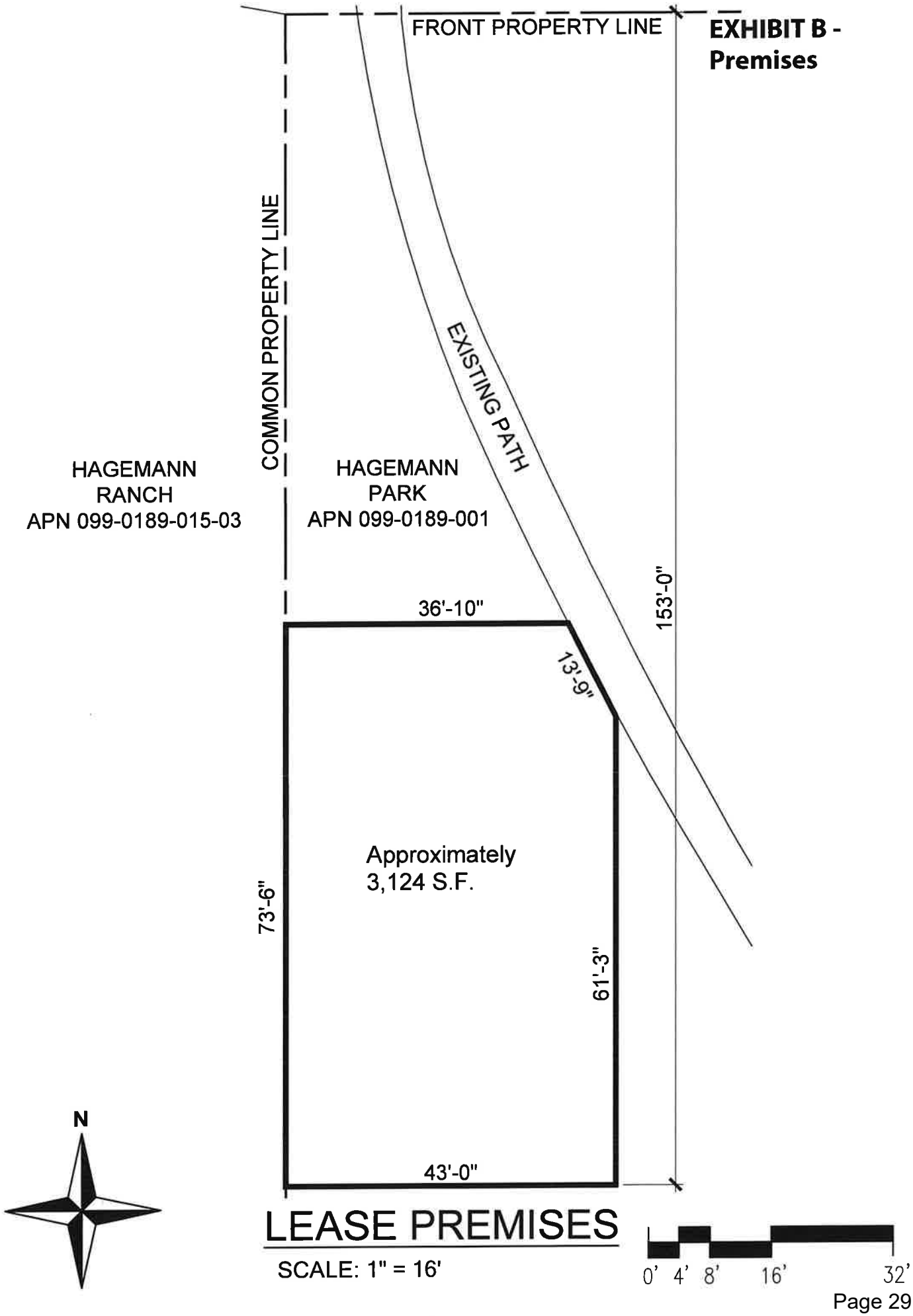
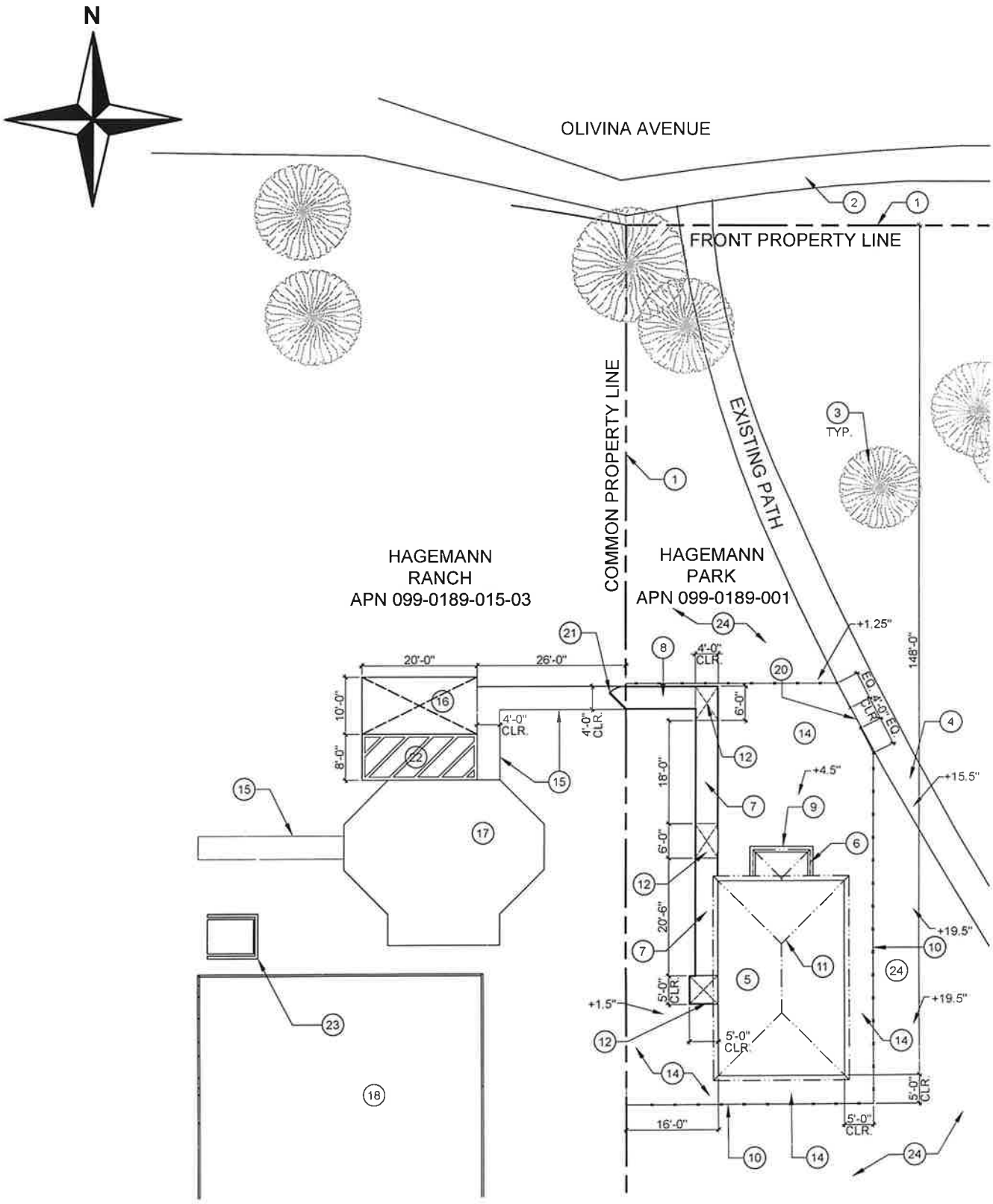


EXHIBIT C - IMPROVEMENTS



SHEET 1 0F 2

EXHIBIT C - IMPROVEMENTS

KEY NOTES

1. (E) PROPERTY LINE
2. (E) SIDEWALK
3. (E) TREES TO REMAIN, TYP.
4. (E) PATH TO REMAIN, TYP.
5. RELOCATED (E) HISTORIC MIDWAY SCHOOL BUILDING
6. (N) RECONSTRUCTED PORCH PER HISTORIC PHOTOS AND TRACE ON FRONT WALL
7. (N) ACCESSIBLE RAMP @ 1:12 SLOPE MAX. W/ HANDRAIL AT EACH SIDE
8. (N) DECOMPOSED GRANITE PATH @ 1:20 MAX SLOPE CONNECTION TO HAGEMANN RANCH
9. (N) STEPS FROM GRADE UP TO RECONSTRUCTED ENTRY PORCH
10. (N) SPLIT RAIL FENCE AROUND LEASED AREA BOUNDARY. SEE EXHIBIT B
11. (N) HIP & RIDGE ATTIC VENTING INTEGRATED W/ COMP SHINGLE ROOFING. BASIS OF DESIGN IS COR-A-VENT V-300
12. (N) LEVEL LANDING TO BE CONCRETE AT GRADE
13. NOT USED
14. (N) STABILIZED DG PAVING
15. (N) DECOMPOSED GRANITE PATH
16. (N) VAN ACCESSIBLE PARKING SPACE
17. (E) DECOMPOSED GRANITE MEETING AREA
18. (E) BARN
19. NOT USED
20. OPENING IN FENCE
21. (N) GATE THROUGH (E) CHAINLINK FENCE
22. (N) LOADING AISLE FOR VAN ACCESSIBLE PARKING SPACE
23. (E) WOOD PANELED ENCLOSURE FOR (E) ACCESSIBLE PORTABLE TOILET
24. EXISTING LAWN AREA. IRRIGATION TO BE MODIFIED TO CONTINUE TO IRRIGATE THE EXISTING LAWN AREA OUTSIDE OF THE LEASED AREA IMPROVEMENTS.

SHEET 2 OF 2

EXHIBIT D

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Licensee/Lessee shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $3,000,000 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 Licensee/Lessee is a sole proprietor, then Licensee/Lessee must sign "Contractor Release of Liability."
4. Property Insurance:
   Total value of all tenant improvements, betterments, and contents. The City of Livermore shall be named as loss payee as its interest may appear. The insurer shall waive all rights against City.

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 Licensee/Lessee; or automobiles owned, leased, hired or borrowed by the Licensee/Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or designated volunteers. 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 Licensee's/Lessee'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.
2. 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 designated volunteers.
3. The Licensee's/Lessee'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.
4. 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

Licensee/Lessee 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 License/Lease 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. 6.7**

DATE: October 26, 2026

TO: Honorable Mayor and City Council

FROM: Aaron Lacey, Fire Chief

SUBJECT: Resolution authorizing the City Manager to execute an extension, on behalf of and for the LPFD in her capacity as a Joint Executive Director, between LPFD and the Department of Veteran Affairs (VA) to continue to provide emergency and fire protection services for the Veterans Administration Medical Center in Livermore through April 30, 2027

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a contract extension, on behalf of and for the LPFD in her capacity as a Joint Executive Director for LPFD, between the LPFD and the Department of Veteran Affairs (VA) to provide emergency and fire protection services for the Veterans Administration Medical Center in Livermore through April 30, 2027.

SUMMARY

Since 2012, the Livermore-Pleasanton Fire Department (LPFD) has provided emergency services, including fire protection, for the Veterans Affairs Medical Center (VAMC) located in Livermore. These services are rendered through a contract between the City of Livermore and the Department of Veterans Affairs (VA), and the revenue from the agreement is split between the Cities of Livermore and Pleasanton per a revenue sharing agreement.

The current contract expires October 31, 2026. The VA has proposed a contract extension through April 30, 2027. The VA will be working on a proposal for a longer-term contract.

DISCUSSION

The proposed contract extension would continue emergency and fire protection services for the VAMC in

Livermore. LPFD responds to the reports of fire and other emergencies with units from both Livermore and Pleasanton. There are no proposed changes to the agreement, other than an increase in cost of $792,562 for a total contract of $5,367,348. Once a new contract proposal is submitted by the VA, it will be forwarded for Council approval.

FISCAL AND ADMINISTRATIVE IMPACTS

The extension will increase the contract paid by the VA by $792,562 for a total contract amount of $5,367,348. These monies are split between the Cities of Livermore and Pleasanton per a revenue sharing agreement signed between the two cities in January 2024. In 2024, Livermore agreed to pay for a 4th firefighter (3.0 FTEs) and will continue to receive 100% of the additional funding provided by VAMC to cover the cost of the 4th firefighter.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GUIDING DOCUMENT

LPFD Strategic Plan

ATTACHMENTS

1. Resolution
2. Exhibit A - VA Amendment

Prepared by: Gina Eleccion
Business Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXTENSION, ON BEHALF OF AND FOR THE LPFD IN HER CAPACITY AS A JOINT EXECUTIVE DIRECTOR, BETWEEN LPFD AND THE DEPARTMENT OF VETERAN AFFAIRS (VA) TO CONTINUE TO PROVIDE EMERGENCY AND FIRE PROTECTION SERVICES FOR THE VETERANS ADMINISTRATION MEDICAL CENTER IN LIVERMORE THROUGH APRIL 30, 2027

Since October 2012, the Livermore-Pleasanton Fire Department Joint Powers Authority ("LPFD") has contracted with the Veterans Affairs Palo Alto Health Care System ("Livermore Veterans Affairs Medical Center") to provide fire protection services to the VA Hospital located in Livermore.

In 2018, the Department of Veterans Affairs requested a greater level of services and agreed to provide compensation for an additional firefighter.

The current VA Contract is valid through October 31, 2026. The VA has requested a contract extension through April 30, 2027.

The extension will increase the contract paid by the VA by $792,564 for a total contract amount of $5,367,348. These monies will continue to be shared proportionately between the Cities of Livermore and Pleasanton based on the terms of the revenue sharing agreement signed between the two cities in October 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Livermore that it authorizes the City Manager, on behalf of and for the Livermore-Pleasanton Fire Department JPA (LPFD) in her capacity as a Joint Executive Director for LPFD, to execute an extension to the agreement through April 30, 2027, in substantial conformance with the amendment attached hereto as Exhibit A, subject to review and approval by the City Attorney.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A - Amendment

EXHIBIT A

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.	1. CONTRACT ID CODE	PAGE	OF	PAGES
		1		16

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NUMBER	5. PROJECT NUMBER (if applicable)
P00003	11-01-2026	640-27-1-5057-0001	None

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Department of Veterans Affairs Network Contracting Office (NCO) 21	612MCP	Department of Veterans Affairs Network Contracting Office (NCO) 21	612MCP

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
CITY OF LIVERMORE 1052 S LIVERMORE AVE LIVERMORE CA 94550		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NUMBER 36C26124C0029
CODE 53GC5 FACILITY CODE		10B. DATED (SEE ITEM 13) 11-02-2023

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 640-3670162-5057-850300-2569-C79075 0100229Z4

See CONTINUATION Page

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-8 Option to Extend Services

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

a. The purpose of this modification is to execute an Option to Extend Services under the contract, effective from 11/01/2026 - 04/30/2027.
b. The services for Line Item 2001 are hereby extended for the period of 11/01/2026 - 04/30/2027.
c. The prices from Line Item 2001 are to be continued during this extension.
d. This contract is increased by $792,564.00, from $4,574,784.00 to $5,367,348.00.
e. The Contractor shall reference IFCAP Obligation # 640-C79075 for all invoices for the period of 11/01/2026 - 04/30/2027.
f. The attached wage determination 2015-5623 Revision 31 Dated 08/20/2026 is hereby incorporated into the contract.
g. There are no other changes to the terms and conditions of this contract as a result of this modification.
h. All other terms and conditions remain in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Emily Trinh Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		EMILY TRINH Digitally signed by EMILY TRINH Date: 2026.10.08 14:45:39 -07'00' (Signature of Contracting Officer)	

A.1 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Fire Protection and Emergency Services Contract Period: FAR 52.217-8 POP Begin: 11-01-2026 POP End: 04-30-2027 PRINCIPAL NAICS CODE: 922160 - Fire Protection PRODUCT/SERVICE CODE: S202 - Housekeeping - Fire Protection MANUFACTURER PART NUMBER (MPN): None	6.00	MO	$132,094.00	$792,564.00
ACRN: 1	Requisition Number: 640-27-1-5057-0001 Appropriation: 640-3670162-5057-850300 Facility Safety, Occupa-2569 Emergency Treatment of Ve-0100229Z4				$792,564.00
				GRAND TOTAL	**$792,564.00**

ACCOUNTING AND APPROPRIATION DATA

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	640-3670162-5057-850300 Facility Safety, Occupa-2569 Emergency Treatment of Ve-0100229Z4	640-27-1-5057-0001 (P)	$792,564.00

"

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Division of Director Wage Determinations	Wage Determination No.: 2015-5623 Revision No.: 31 Date Of Last Revision: 8/20/2026

State: California

Area: California Counties of Alameda and Contra Costa

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		25.10
01012 - Accounting Clerk II		28.16
01013 - Accounting Clerk III		31.51
01020 - Administrative Assistant		50.57
01035 - Court Reporter		62.15
01041 - Customer Service Representative I		22.71
01042 - Customer Service Representative II		24.78
01043 - Customer Service Representative III		27.80
01051 - Data Entry Operator I		23.38
01052 - Data Entry Operator II		25.51
01060 - Dispatcher, Motor Vehicle		29.13
01070 - Document Preparation Clerk		22.80

01090 - Duplicating Machine Operator	22.80
01111 - General Clerk I	21.90
01112 - General Clerk II	23.89
01113 - General Clerk III	26.82
01120 - Housing Referral Assistant	31.71
01141 - Messenger Courier	23.05
01191 - Order Clerk I	22.67
01192 - Order Clerk II	24.74
01261 - Personnel Assistant (Employment) I	25.65
01262 - Personnel Assistant (Employment) II	28.69
01263 - Personnel Assistant (Employment) III	32.00
01270 - Production Control Clerk	36.97
01290 - Rental Clerk	22.95
01300 - Scheduler, Maintenance	25.43
01311 - Secretary I	25.43
01312 - Secretary II	28.45
01313 - Secretary III	31.71
01320 - Service Order Dispatcher	25.19
01410 - Supply Technician	50.57
01420 - Survey Worker	30.30
01460 - Switchboard Operator/Receptionist	23.77
01531 - Travel Clerk I	24.40
01532 - Travel Clerk II	26.57
01533 - Travel Clerk III	29.01
01611 - Word Processor I	28.75
01612 - Word Processor II	32.26
01613 - Word Processor III	36.09
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	34.93
05010 - Automotive Electrician	34.67
05040 - Automotive Glass Installer	32.79
05070 - Automotive Worker	32.79
05110 - Mobile Equipment Servicer	28.92
05130 - Motor Equipment Metal Mechanic	36.55
05160 - Motor Equipment Metal Worker	32.79
05190 - Motor Vehicle Mechanic	36.55
05220 - Motor Vehicle Mechanic Helper	26.72
05250 - Motor Vehicle Upholstery Worker	30.94
05280 - Motor Vehicle Wrecker	32.79
05310 - Painter, Automotive	34.67
05340 - Radiator Repair Specialist	32.79
05370 - Tire Repairer	22.14
05400 - Transmission Repair Specialist	36.55
07000 - Food Preparation And Service Occupations	
07010 - Baker	22.41
07041 - Cook I	23.63
07042 - Cook II	26.80
07070 - Dishwasher	20.24

07130 - Food Service Worker	19.71
07210 - Meat Cutter	22.35
07260 - Waiter/Waitress	18.69
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	29.90
09040 - Furniture Handler	18.00
09080 - Furniture Refinisher	28.05
09090 - Furniture Refinisher Helper	21.62
09110 - Furniture Repairer, Minor	25.03
09130 - Upholsterer	27.81
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	21.32
11060 - Elevator Operator	21.24
11090 - Gardener	30.13
11122 - Housekeeping Aide	21.24
11150 - Janitor	21.24
11210 - Laborer, Grounds Maintenance	23.18
11240 - Maid or Houseman	22.40
11260 - Pruner	20.86
11270 - Tractor Operator	27.85
11330 - Trail Maintenance Worker	23.18
11360 - Window Cleaner	23.60
12000 - Health Occupations	
12010 - Ambulance Driver	24.75
12011 - Breath Alcohol Technician	40.66
12012 - Certified Occupational Therapist Assistant	47.05
12015 - Certified Physical Therapist Assistant	46.74
12020 - Dental Assistant	30.96
12025 - Dental Hygienist	72.69
12030 - EKG Technician	48.48
12035 - Electroneurodiagnostic Technologist	48.48
12040 - Emergency Medical Technician	24.75
12071 - Licensed Practical Nurse I	36.34
12072 - Licensed Practical Nurse II	40.66
12073 - Licensed Practical Nurse III	45.34
12100 - Medical Assistant	28.80
12130 - Medical Laboratory Technician	40.45
12160 - Medical Record Clerk	31.97
12190 - Medical Record Technician	35.77
12195 - Medical Transcriptionist	28.00
12210 - Nuclear Medicine Technologist	91.25
12221 - Nursing Assistant I	19.58
12222 - Nursing Assistant II	22.02
12223 - Nursing Assistant III	24.03
12224 - Nursing Assistant IV	26.96
12235 - Optical Dispenser	29.43
12236 - Optical Technician	29.99

12250 - Pharmacy Technician		29.80
12280 - Phlebotomist		28.78
12305 - Radiologic Technologist		68.17
12311 - Registered Nurse I		50.96
12312 - Registered Nurse II		62.32
12313 - Registered Nurse II, Specialist		62.32
12314 - Registered Nurse III		75.40
12315 - Registered Nurse III, Anesthetist		75.40
12316 - Registered Nurse IV		90.40
12317 - Scheduler (Drug and Alcohol Testing)		50.36
12320 - Substance Abuse Treatment Counselor		32.89
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		30.80
13012 - Exhibits Specialist II		37.58
13013 - Exhibits Specialist III		45.96
13041 - Illustrator I		32.04
13042 - Illustrator II		39.68
13043 - Illustrator III		48.55
13047 - Librarian		48.79
13050 - Library Aide/Clerk		30.29
13054 - Library Information Technology Systems Administrator		44.05
13058 - Library Technician		30.82
13061 - Media Specialist I		31.79
13062 - Media Specialist II		35.56
13063 - Media Specialist III		39.66
13071 - Photographer I		26.05
13072 - Photographer II		29.14
13073 - Photographer III		36.09
13074 - Photographer IV		44.14
13075 - Photographer V		53.40
13090 - Technical Order Library Clerk		38.02
13110 - Video Teleconference Technician		36.32
14000 - Information Technology Occupations		
14041 - Computer Operator I		31.83
14042 - Computer Operator II		35.61
14043 - Computer Operator III		39.71
14044 - Computer Operator IV		44.11
14045 - Computer Operator V		48.85
14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		31.83
14160 - Personal Computer Support Technician		44.11

14170 - System Support Specialist	48.85
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	48.20
15020 - Aircrew Training Devices Instructor (Rated)	58.32
15030 - Air Crew Training Devices Instructor (Pilot)	69.92
15050 - Computer Based Training Specialist / Instructor	48.20
15060 - Educational Technologist	49.71
15070 - Flight Instructor (Pilot)	69.92
15080 - Graphic Artist	44.41
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	69.92
15086 - Maintenance Test Pilot, Rotary Wing	69.92
15088 - Non-Maintenance Test/Co-Pilot	69.92
15090 - Technical Instructor	37.36
15095 - Technical Instructor/Course Developer	45.70
15110 - Test Proctor	30.16
15120 - Tutor	30.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	22.31
16030 - Counter Attendant	22.31
16040 - Dry Cleaner	25.49
16070 - Finisher, Flatwork, Machine	22.31
16090 - Presser, Hand	22.31
16110 - Presser, Machine, Drycleaning	22.31
16130 - Presser, Machine, Shirts	22.31
16160 - Presser, Machine, Wearing Apparel, Laundry	22.31
16190 - Sewing Machine Operator	26.55
16220 - Tailor	27.61
16250 - Washer, Machine	23.38
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	35.16
19040 - Tool And Die Maker	43.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	28.48
21030 - Material Coordinator	36.97
21040 - Material Expediter	36.97
21050 - Material Handling Laborer	23.27
21071 - Order Filler	21.70
21080 - Production Line Worker (Food Processing)	28.48
21110 - Shipping Packer	25.28
21130 - Shipping/Receiving Clerk	25.28
21140 - Store Worker I	21.26
21150 - Stock Clerk	27.59
21210 - Tools And Parts Attendant	28.48

21410 - Warehouse Specialist	28.48
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	48.51
23019 - Aircraft Logs and Records Technician	39.06
23021 - Aircraft Mechanic I	46.16
23022 - Aircraft Mechanic II	48.51
23023 - Aircraft Mechanic III	50.56
23040 - Aircraft Mechanic Helper	33.75
23050 - Aircraft, Painter	43.78
23060 - Aircraft Servicer	39.06
23070 - Aircraft Survival Flight Equipment Technician	43.78
23080 - Aircraft Worker	41.42
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	41.42
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	46.16
23110 - Appliance Mechanic	30.87
23120 - Bicycle Repairer	25.04
23125 - Cable Splicer	65.95
23130 - Carpenter, Maintenance	42.81
23140 - Carpet Layer	33.40
23160 - Electrician, Maintenance	50.38
23181 - Electronics Technician Maintenance I	41.80
23182 - Electronics Technician Maintenance II	44.19
23183 - Electronics Technician Maintenance III	46.59
23260 - Fabric Worker	39.09
23290 - Fire Alarm System Mechanic	38.15
23310 - Fire Extinguisher Repairer	36.54
23311 - Fuel Distribution System Mechanic	58.12
23312 - Fuel Distribution System Operator	45.98
23370 - General Maintenance Worker	30.59
23380 - Ground Support Equipment Mechanic	46.16
23381 - Ground Support Equipment Servicer	39.06
23382 - Ground Support Equipment Worker	41.42
23391 - Gunsmith I	36.54
23392 - Gunsmith II	41.43
23393 - Gunsmith III	46.18
23410 - Heating, Ventilation And Air-Conditioning Mechanic	37.73
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	39.66
23430 - Heavy Equipment Mechanic	45.87
23440 - Heavy Equipment Operator	59.97
23460 - Instrument Mechanic	47.74
23465 - Laboratory/Shelter Mechanic	43.80
23470 - Laborer	23.27
23510 - Locksmith	31.85
23530 - Machinery Maintenance Mechanic	43.55

23550 - Machinist, Maintenance	32.57
23580 - Maintenance Trades Helper	22.82
23591 - Metrology Technician I	47.74
23592 - Metrology Technician II	50.18
23593 - Metrology Technician III	52.29
23640 - Millwright	54.56
23710 - Office Appliance Repairer	30.30
23760 - Painter, Maintenance	30.71
23790 - Pipefitter, Maintenance	41.10
23810 - Plumber, Maintenance	38.96
23820 - Pneudraulic Systems Mechanic	46.18
23850 - Rigger	46.00
23870 - Scale Mechanic	41.43
23890 - Sheet-Metal Worker, Maintenance	49.35
23910 - Small Engine Mechanic	28.19
23931 - Telecommunications Mechanic I	42.22
23932 - Telecommunications Mechanic II	44.37
23950 - Telephone Lineman	49.79
23960 - Welder, Combination, Maintenance	30.93
23965 - Well Driller	36.95
23970 - Woodcraft Worker	46.18
23980 - Woodworker	36.54
24000 - Personal Needs Occupations	
24550 - Case Manager	27.68
24570 - Child Care Attendant	21.62
24580 - Child Care Center Clerk	26.95
24610 - Chore Aide	17.28
24620 - Family Readiness And Support Services Coordinator	27.68
24630 - Homemaker	27.68
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	62.46
25040 - Sewage Plant Operator	60.17
25070 - Stationary Engineer	62.46
25190 - Ventilation Equipment Tender	45.67
25210 - Water Treatment Plant Operator	60.17
27000 - Protective Service Occupations	
27004 - Alarm Monitor	50.44
27007 - Baggage Inspector	22.47
27008 - Corrections Officer	48.34
27010 - Court Security Officer	53.32
27030 - Detection Dog Handler	30.14
27040 - Detention Officer	48.34
27070 - Firefighter	58.08
27101 - Guard I	22.47
27102 - Guard II	30.14
27131 - Police Officer I	58.36

27132 - Police Officer II		64.84
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		25.76
28042 - Carnival Equipment Repairer		27.87
28043 - Carnival Worker		19.30
28210 - Gate Attendant/Gate Tender		27.25
28310 - Lifeguard		19.37
28350 - Park Attendant (Aide)		30.49
28510 - Recreation Aide/Health Facility Attendant		22.26
28515 - Recreation Specialist		37.77
28630 - Sports Official		24.29
28690 - Swimming Pool Operator		31.60
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		43.48
29020 - Hatch Tender		43.48
29030 - Line Handler		43.48
29041 - Stevedore I		41.00
29042 - Stevedore II		45.96
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	58.17
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	40.11
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	44.17
30021 - Archeological Technician I		25.41
30022 - Archeological Technician II		28.43
30023 - Archeological Technician III		35.21
30030 - Cartographic Technician		35.21
30040 - Civil Engineering Technician		46.88
30051 - Cryogenic Technician I		39.00
30052 - Cryogenic Technician II		43.08
30061 - Drafter/CAD Operator I		25.41
30062 - Drafter/CAD Operator II		28.43
30063 - Drafter/CAD Operator III		31.70
30064 - Drafter/CAD Operator IV		39.00
30081 - Engineering Technician I		22.85
30082 - Engineering Technician II		25.63
30083 - Engineering Technician III		28.68
30084 - Engineering Technician IV		35.53
30085 - Engineering Technician V		43.46
30086 - Engineering Technician VI		52.58
30090 - Environmental Technician		38.86
30095 - Evidence Control Specialist		35.21
30210 - Laboratory Technician		34.36
30221 - Latent Fingerprint Technician I		47.85
30222 - Latent Fingerprint Technician II		52.85

30240 - Mathematical Technician		63.59
30361 - Paralegal/Legal Assistant I		27.05
30362 - Paralegal/Legal Assistant II		33.51
30363 - Paralegal/Legal Assistant III		40.98
30364 - Paralegal/Legal Assistant IV		49.58
30375 - Petroleum Supply Specialist		43.08
30390 - Photo-Optics Technician		35.89
30395 - Radiation Control Technician		43.08
30461 - Technical Writer I		44.00
30462 - Technical Writer II		53.82
30463 - Technical Writer III		65.13
30491 - Unexploded Ordnance (UXO) Technician I		36.97
30492 - Unexploded Ordnance (UXO) Technician II		44.73
30493 - Unexploded Ordnance (UXO) Technician III		53.62
30494 - Unexploded (UXO) Safety Escort		36.97
30495 - Unexploded (UXO) Sweep Personnel		36.97
30501 - Weather Forecaster I		39.00
30502 - Weather Forecaster II		47.44
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	31.70
30621 - Weather Observer, Senior	(see 2)	35.21
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		44.73
31020 - Bus Aide		27.47
31030 - Bus Driver		38.19
31043 - Driver Courier		22.58
31260 - Parking and Lot Attendant		21.39
31290 - Shuttle Bus Driver		23.26
31310 - Taxi Driver		18.51
31361 - Truckdriver, Light		24.43
31362 - Truckdriver, Medium		26.13
31363 - Truckdriver, Heavy		31.95
31364 - Truckdriver, Tractor-Trailer		31.95
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		21.81
99030 - Cashier		19.84
99050 - Desk Clerk		21.48
99095 - Embalmer		33.15
99130 - Flight Follower		36.97
99251 - Laboratory Animal Caretaker I		23.75
99252 - Laboratory Animal Caretaker II		25.70
99260 - Marketing Analyst		59.25
99310 - Mortician		29.47
99410 - Pest Controller		25.27
99510 - Photofinishing Worker		26.15
99710 - Recycling Laborer		41.43
99711 - Recycling Specialist		49.76
99730 - Refuse Collector		37.29

99810 - Sales Clerk	21.08
99820 - School Crossing Guard	27.84
99830 - Survey Party Chief	46.11
99831 - Surveying Aide	27.74
99832 - Surveying Technician	40.56
99840 - Vending Machine Attendant	23.08
99841 - Vending Machine Repairer	28.31
99842 - Vending Machine Repairer Helper	23.08

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.92 per hour, up to 40 hours per week, or $236.80 per week or $1,026.13 per month

HEALTH & WELFARE EO 13706: $5.42 per hour, up to 40 hours per week, or $216.80 per week, or $939.46 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in

the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in

those instances where the uniforms furnished are made of """"wash and wear"""" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the """"Service Contract Act Directory of Occupations"""", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the """"Service Contract Act Directory of Occupations"""" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."""

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.8**

DATE: October 26, 2026

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Resolution awarding and authorizing execution of an agreement with Power Washing Services, Inc. to perform power washing services of City-owned or maintained areas in the Downtown corridor in an amount not-to-exceed $1,390,000 for a five-year term ending October 31, 2031

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution awarding and authorizing execution of an agreement with Power Washing Services, Inc. to perform power washing services of City-owned or maintained areas in the Downtown corridor in an amount not-to-exceed $1,390,000 for a five-year term ending October 31, 2031.

SUMMARY

The Landscape Maintenance Section of the Public Works Department requires services for power washing of the parking garages and hardscapes of City-owned or maintained areas in the Downtown corridor. In order to ensure continued power washing in these areas, staff recommends entering into an agreement with Power Washing Services, Inc.

DISCUSSION

The Landscape Maintenance Section of the Public Works Department is tasked with maintaining cleanliness of City-owned areas to preserve City assets and to support public safety. The proposed agreement consists of power washing the parking garages and hardscapes including sidewalks, seating walls, benches, and exteriors of public litter containers in the Downtown corridor.

The City of Livermore issued a Request for Proposal for these services in June 2026 and received two responsive bid proposals with the proposed pricing summarized in the table below.

Company	Total Annual Cost
Professional Powerwashing & Property Maintenance	$383,625

Power Washing Services, Inc.	$252,870

Power Washing Services, Inc. was the lowest bid and represents the best value bid. This agreement includes all the needed services required by the Landscape Maintenance Section for power washing of City-owned or maintained areas in the Downtown corridor. Staff recommends the City accept the best value bid and initiate a new agreement beginning on November 1, 2026 through October 31, 2031.

The total scheduled service value of the agreement through the 5-year term is $1,264,350, leaving $125,650 for additional funding as a contingency for additional work as requested by the Project Manager and to allow annual rate increases starting on January 1, 2028 that are not to exceed Consumer Price Index for all Urban Consumers.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for this agreement is currently budgeted in a combination of the Downtown Landscape Maintenance District budget and the General Fund Landscape budget (Orgs 31061200 and 10061200 respectively) for FY 2026-27 and will be included in future budgets as well.

COMMUNITY PILLAR

5: A City That Works

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Marisa Gan
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AWARDING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO/WITH POWER WASHING SERVICES TO PERFORM POWER WASHING SERVICES IN AN AMOUNT NOT-TO-EXCEED $1,390,000 FOR A FIVE-YEAR TERM

The Maintenance Division of the Public Works Department is responsible for maintaining cleanliness of the parking garages and hardscapes of City-owned or maintained areas in the Downtown corridor to preserve City assets and support public safety.

The City published a Request for Proposals in accordance with the requirements of Livermore Municipal Code Section 2.68.330, which allows the City to utilize the bidding results to enter into an agreement for the requested services. Two responsive proposals were received and evaluated by staff. Based on the evaluation, staff recommends that the City Council award an agreement to Power Washing Services, Inc. as the best-value bidder and reject all other bids or proposals.

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

1. Awards to Power Washing Services the agreement, attached hereto as Exhibit A, to perform power washing services of City-owned or maintained areas in the Downtown corridor, in an amount not-to-exceed $1,390,000 for a five-year term.

2. Authorizes the City Manager, or her designee, to execute an agreement with Power Washing Services, attached hereto as Exhibit A, to perform power washing services of City-owned or maintained areas in the Downtown corridor, in an amount not-to-exceed $1,390,000 for a five-year term.

3. 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, including approving minor changes to the proposed agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – Agreement with Power Washing Services, Inc.

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26-0089

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 20 , by and between the City of Livermore ("City"), a municipal corporation, and Power Washing Services, Inc. ("Contractor"), a California corporation.

RECITALS

City requires power washing services at locations identified in Exhibit B.

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

AGREEMENT

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

1. Retention as Contractor. City hereby retains Contractor, and Contractor 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. Contractor is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Contractor and its personnel performing the Services on behalf of Contractor are not City officers or employees. Contractor's personnel shall at all times be under Contractor's exclusive direction, control, supervision, and management. Contractor, 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 Contractor's personnel.

(c) Contractor 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) Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor 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.

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3. Description of Services. Contractor 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. Contractor's Responsibilities. Contractor, at its own cost and expense, shall:

(a) Coordinate the Services with Tim Messa, Public Works Supervisor – Landscape ("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 commensurate with industry, trade, and community standards. Consultant shall follow the highest industry standards when performing the Services required hereunder and covenants that all goods, materials, and equipment will be both of good quality as well as fit for the purpose intended. For the purposes of this Agreement the phrase "highest industry standards" means those standards recognized by one or more first-class contractors performing similar Services under similar circumstances within City's region;

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

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

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Contractor's personnel to provide the Services;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally required and required by trade, craft, or classification for Contractor 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 Contractor 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 Contractor 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;

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(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. Contractor's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Contractor shall certify the correctness of any invoice or invoices for Services provided. Contractor 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 Contractor and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Contractor or deduct that cost from the compensation payable to Contractor; and,

(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.

5. Taxes, Fees and Assessments. Contractor is solely responsible for the payment of any taxes, fees, assessments, and other charges, including penalties and interest, that may be imposed by law and arise from or incurred by Contractor's performance of the Services. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties defined in Section 19 below against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against Contractor. The indemnity in this Section 5 are in addition to and do not in any way limit Contractor's obligations in Section 19 below

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6. Prevailing Wages.

(a) Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations (collectively "Prevailing Wage Laws") that require the payment of prevailing wage rates (§§ 1771, 1774, and 1775), employment of apprentices (§§ 1777.5 and 1775.6), certified payroll records (§ 1776), hours of labor (§§ 1813 and 1815), registration and debarment of contractors and subcontractors (§ 1777.1), and the performance of other requirements on public works and maintenance projects as defined the Prevailing Wage Laws.

(b) The prevailing wage rates for crafts, classifications, and types of workers are available online at http://www.dir.ca.gov/DLSR, and Contractor is responsible for determining whether the workers are entitled to the payment of prevailing wages and Contractor must pay no less than the specified rates to all entitled workers performing the Services. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

(c) Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the Prevailing Wage Laws including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

(d) If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Contractor shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement.

(e) Work on public works and maintenance projects as defined by the Prevailing Wage Laws is subject to compliance monitoring and enforcement by the California Department of Industrial Relations pursuant to California Labor Code section 1771.4. No contractor may be awarded a contract for public works and maintenance projects as defined by the Prevailing Wage Laws unless currently registered with the California Department of Industrial Relations pursuant to California Labor Code section 1725.5.

(f) Contractor agrees to indemnify, defend, and hold City harmless from any claim that prevailing wages should have been paid, and Contractor shall be liable for the payment of the same and penalties thereon. It is Contractor's responsibility to be familiar with the California Labor Code and the Prevailing Wages Laws, and failure or neglect of Contractor to understand the California Labor Code shall and Prevailing Wage Laws in no way relieve Contractor from any obligations thereunder or under this Agreement.

(g) Contractor acknowledges that failure to pay prevailing wages to an entitled worker performing the Services may result in the Contractor being ineligible to contract with City.

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7. Familiarity with Services. Contractor represents that it: (i) has thoroughly investigated and considered the Services to be performed; (ii) has carefully considered how the Services should be performed; and, (iii) fully understands the facilities, difficulties, and restrictions associated with performing the Services. If Services involve work on City property, Contractor further represents that it has investigated the property and is fully acquainted with its condition. If Contractor discovers any latent or unknown conditions that materially affect performance of the Services, then Contractor shall immediately notify City of such discovery and shall not proceed with the Services except at Contractor's risk until Contractor receives written instructions from the Project Manager.

8. Service Warranties.

(a) Contractor warrants that it possesses all capital and other equipment, labor, goods, materials, supplies, and licenses necessary to carry out and complete the Services in compliance with any and all federal, state, county, and city laws, ordinances, and regulations.

(b) Contractor warrants, in addition to all warranties provided or implied by law or public policy, that all Services (including but not limited to all goods, materials, and equipment supplied by the Services) shall be free from defects in design and workmanship. During the term of this Agreement and for one year following its completion, expiration, or termination, Contractor agrees to replace or repair any Services (including but not limited to all goods, materials, and equipment supplied by the Services) that fail due to defects in material or workmanship, which replacement or repair shall be completed by Contractor within 30 days of notice of the failure by City.

9. Safety Provisions. Contractor shall conform to the rules and regulations pertaining to safety established by Occupational Safety & Health Administration (OSHA) and the California Division of Industrial Safety.

10. Preservation of City Property. Contractor shall provide, install, and utilize suitable safeguards, approved by City, to protect City property from injury or damage when providing the Services. If City property is injured or damaged as a result of Contractor's Services, then the Contractor shall, at its own cost and expense, replace or restore that property to a condition as good as when Contractor began providing the Services, which work shall be completed within a reasonable time. In all situations arising out of this Agreement, City and Contractor shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

11. Inspection. Contractor shall furnish City every reasonable opportunity for City to ascertain that the Services by Contractor are being performed in accordance with the requirements and intentions of this Agreement. All work performed and all goods, materials, and equipment provided shall be subject to City inspection and approval. City inspection of such work, goods, materials, and equipment shall not relieve Contractor of any of its obligations to fulfill the requirements in this Agreement.

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12. Audit. In addition to the requirements in Section 4(k) above, Contractor shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of three years after the date of final payment to Contractor. Contractor agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy, or transcribe any of Contractor's records pertaining to this Agreement at any time during normal business hours. Contractor shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could result in cause for termination.

13. Term. The term of this Agreement commences on November 1, 2026, and terminates upon the completion of the Services or October 31, 2031, whichever occurs first.

14. Termination by City. City may terminate any portion or all of the Services by giving Contractor at least 30 calendar-days' written notice. Upon receipt of a termination notice, Contractor shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and Contractor 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 Contractor in accordance with and subject to Section 15.

15. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $1,390,000.00 ("not-to-exceed amount").

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

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

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

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

16. Ownership.

(a) Contractor shall bear the risk of loss or damage to any goods, materials, or equipment associated with the Services until delivered to and accepted by City.

(b) All drawings, designs, data, photographs, reports and other items prepared or obtained by Contractor in the performance of the Services are City's property and Contractor shall deliver them to City upon demand.

(c) All goods, materials, and equipment purchased for or produced as a result of the Services, including all warranties therefore, are City's property and Contractor shall deliver them to City upon demand.

17. Intellectual Property, Copyright, and Right of Use. All items created by Contractor for City under this Agreement are works made for hire, and Contractor shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Contractor 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 Contractor to City and Contractor 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.

18. Confidentiality. Contractor shall not disclose any confidential or proprietary information received from City to anyone except Contractor'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.

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19. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Contractor 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 Contractor's performance of the Services, or in connection with Contractor'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. Contractor's obligations to hold harmless, indemnify, and defend shall not be excused because of Contractor's inability to evaluate Liability or because Contractor evaluates Liability and determines that Contractor 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. Contractor 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 Contractor'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 Contractor'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).

20. Insurance. Without limiting Contractor's indemnification of the Indemnified Parties, Contractor 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, Contractor 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.

21. Force Majeure; Service Delays. Should Contractor'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 Contractor's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Contractor. Nothing in this section restricts City's authority in Section 14 to terminate this Agreement.

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

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

24. Conflict of Interest. Contractor represents that no City employee or official has a financial interest in Contractor. Contractor shall not offer, encourage, or accept any financial interest in any part of Contractor'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, Contractor 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.

25. Economic Disclosure. Contractor 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 Contractor's financial interests. While it is Contractor's sole responsibility to evaluate its conflicts of interest, Contractor nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

26. 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. Contractor shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

27. 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

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

Docusign Envelope ID: 3F506C89-9C1C-8ED3-81DD-1F5785E9BC96

29. Business Entity Status. Contractor 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 Contractor to provide the Services. By entering into this Agreement, Contractor 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 Contractor, including any licensing agencies and trade industries. If Contractor is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

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

31. No Subcontracting and No Assignment. Contractor's unique personal competence, experience, specialized personal knowledge, trade skills, and reputation were a substantial inducement to City for the award of this Agreement to Contractor, 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 Contractor constitutes an assignment.

32. 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, Contractor must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration.*

33. Work Eligibility. Contractor 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 Contractor for the performance of the Services.

34. Non-Discrimination. In performance of the Services, Contractor 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.

Docusign Envelope ID: 3F506C89-9C1C-8ED3-81DD-1F5785E9BC96

35. 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 14, 20, 31, and 35 through 38 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 14, 20, 31, and 35 through 38 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

36. 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.

37. 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: Tim Messa
Public Works Supervisor – Landscape
City of Livermore / Public Works
3500 Robertson Park Road
Livermore, CA, 94550

Email: trmessa@livermoreca.gov
purchasing@livermoreca.gov
accountspayable@livermoreca.gov
CityAttorney@livermoreca.gov

TO CONTRACTOR: Attention: Abe Lahdo
Power Washing Services, Inc
35 Rickenbacker Circle
Livermore, CA, 94551

Email: abe@powerwashingservices-inc.com

Docusign Envelope ID: 3F506C89-9C1C-8ED3-81DD-1F5785E9BC96

38. 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.

39. 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.

40. Survival. The terms, conditions, and obligations in Sections 2, 5, 6, 8, 11, 12, 16 through 19, 31, 32, 35, and 38 through 41 shall survive the completion or termination of this Agreement.

41. 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.

42. 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.

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

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Signatures and Exhibit List on the Next Page

Docusign Envelope ID: 3F506C89-9C1C-8ED3-81DD-1F5785E9BC96

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 the City after it was signed by Contractor.

CONTRACTOR: **Dated:**

Signed by:
Abe Lando
3E722646FD294B2...

10/2/2026 | 10:51 AM PDT

Abe Lando
General Manager

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Molly A. O'Toole
8C094721F5354DE...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5E7D34BB6A748A...

Risk Manager/Analyst

Exhibits:

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

Docusign Envelope ID: 3F506C89-9C1C-8ED3-81DD-1F5785E9BC96

EXHIBIT A
SCOPE OF WORK

Power Washing Services, Inc. ("Contractor") shall provide all necessary labor, equipment, vehicles, supplies, and materials to perform the following services:

1. Pressure wash all sidewalks including bluestone, seating walls, benches, and exteriors of trash/recycle receptacles in the areas listed in the table below and shown in the map that forms part of Exhibit A to this Agreement.

2. Provide the Project Manager with a monthly schedule at least one week before the start of each month.

3. Perform additional work as needed and requested by the Project Manager.

Area No.	Pressure Washing Areas
1.	First St. between M St. and Maple St.
2.	Bankhead Plaza
3.	Livermorium Plaza
4.	Flagpole Plaza
5.	Lizzie Fountain Park
6.	Stockmen's Park
7.	Veteran's Way
8.	All entrances, exits, stairwells (including steps and railings), elevator landings, and sidewalks immediately surrounding the outside of the Parking Garages*.
9.	Rear of Railroad Avenue Parking Garage at Train Landing
10.	East Paseo
11.	West Paseo
12.	J St. from First St. to Second St.
13.	K St. from First St. to Second St.
14.	North side of Second St. from J St. to L St.
15.	South side of Second St from S. Livermore Ave to J St. Includes sidewalk on east side of Meadowlark Dairy
16.	Sidewalk on south side of Third St. and east side of K St. surrounding Carnegie Park

*Parking Garages are identified as and located at the following addresses:

Railroad Avenue – 2350 Railroad Avenue - three levels
I Street – 175 North I Street - four levels
L Street – 50 South L Street - four levels

Docusign Envelope ID: 3F506C89-9C1C-8ED3-81DD-1F5785E9BC96

EXHIBIT A
SCOPE OF WORK

Terms of Work

1. All areas identified above and shown in this Exhibit A must be serviced twice a month May through October and once per month November through April, except that Area Nos. 1, 3, 4, 5, and 8 must be serviced weekly May through October.

2. Pressure washing services shall be performed on a maximum of three nights per week.

3. This Agreement does not obligate City to any particular amount of work to be completed by Contractor.

4. Work locations will be in the City of Livermore at the identified work sites.

5. Contractor shall follow all applicable safety and environmental rules and regulations.

6. City reserves the right to halt work at any time for noncompliance with this Agreement, or unsafe work conditions or practices.

7. Contractor shall keep worksites reasonably clear of debris and protect the safety of the public and City employees at all times. Contractor shall promptly remove all materials and spoils from each job site upon completion of the work.

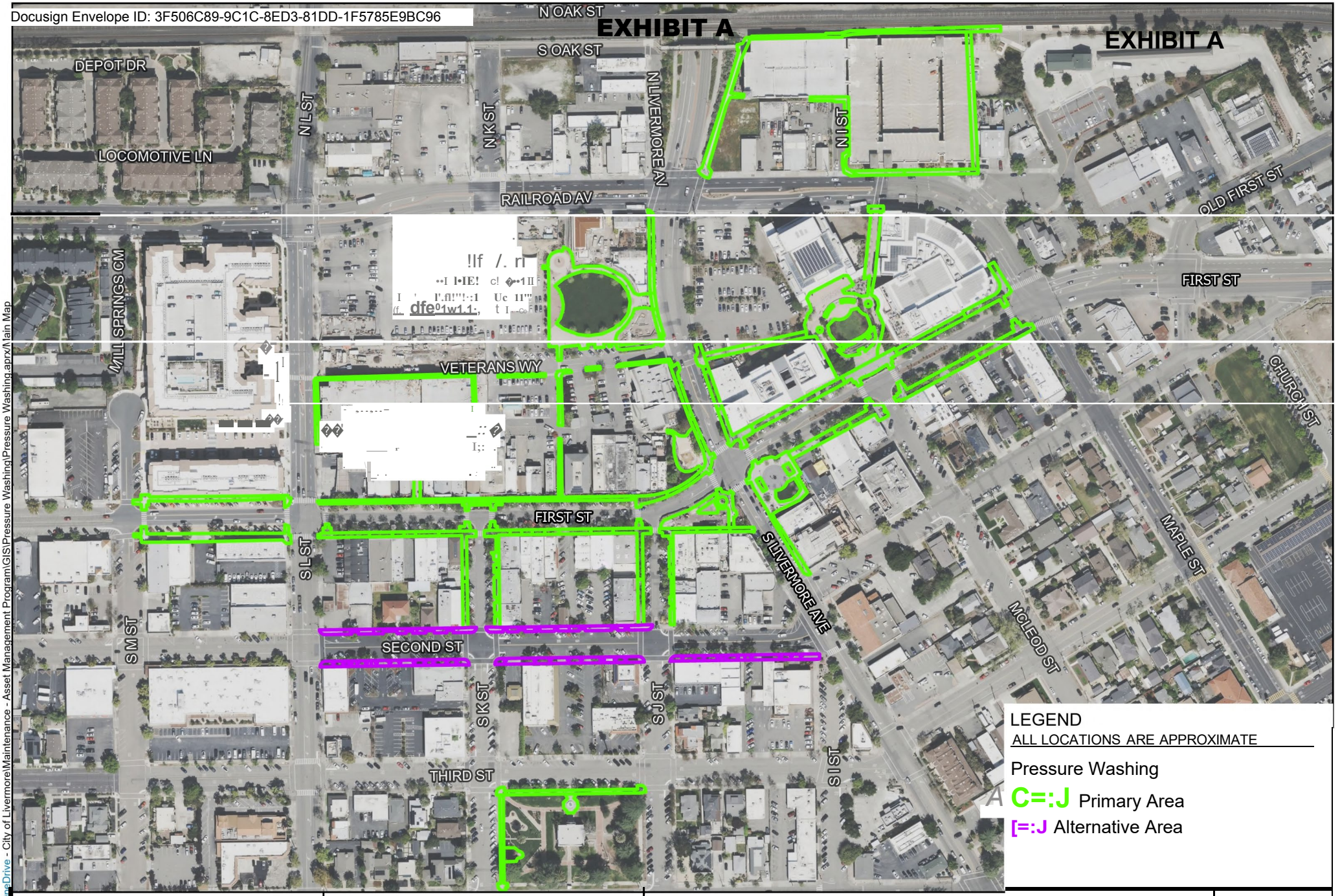
8. Contractor shall provide City with prompt notification of any deficiencies found during site visits.

9. City staff may be present during any work being completed by Contractor and may monitor all aspects of the work.

10. Contractor’s employees shall wear uniforms or identification badges clearly identifying them as employees of Contractor while on City premises for the purpose of completing work.

11. All services provided shall meet applicable City Building Code standards, as well as all other applicable laws, ordinances, rules, and regulations.

Docusign Envelope ID: 3F506C89-9C1C-8ED3-81DD-1F5785E9BC96



LEGEND

ALL LOCATIONS ARE APPROXIMATE

Pressure Washing

C=:J Primary Area

[=:J Alternative Area

SOURCE: CITY OF LIVERMORE

DATE: 08/20/26

LIVERMORE CALIFORNIA

PRESSURE WASHING
MAINTENANCE AREAS
PUBLIC WORKS - MAINTENANCE DIVISION

PAGE NO.

1

161

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Docusign Envelope ID: 3F506C89-9C1C-8ED3-81DD-1F5785E9BC96

EXHIBIT B
FEE SCHEDULE

Contractor shall be compensated for the Services identified in Exhibit A to this Agreement as follows:

1. **Maximum Not-To-Exceed Amount.**

A. The maximum Contractor shall be paid on this Agreement is the not-to- exceed amount set forth in Paragraph 15(a) of the Agreement, which is $1,390,000.00 (“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 City to pay for work not identified in Exhibit A.

B. Standard Reimbursable Items: Contractor shall only be compensated for the reimbursable expenses identified in this Exhibit B, which may include items listed in subsection (i) of this Paragraph B but shall expressly exclude items listed below in Section (1)(C). Reimbursable expenses will be reimbursed without markup. Reimbursable expenses shall not exceed the amount set forth in Section (1)(A) of this Exhibit B. Payments shall be based upon work performed by Contractor for City and accepted by the Project Manager. Additionally, items such as telephone, fax, postage or freight are already included in the pricing for the Services and are not separately reimbursable. Contractor shall be reimbursed its direct expenses, which are the actual cost of the items that are reasonable, necessary, and actually utilized by Contractor in performing the Services. The standard reimbursable items under this Agreement are:

(i) Contractor’s travel time.

C. Items Ineligible for Reimbursement: The items listed below are not eligible for reimbursement:

(i) Any purchase or rental of, or for the time to procure, parts, materials, equipment, tools, software, or electronic applications to complete the Services identified in Exhibit A.

(ii) Any disposal costs to complete the Services identified in Exhibit A.

(iii) Contractor’s procurement time, or disposal time, or travel expenses (other than travel time), which is already included in the rates set forth in the table attached hereto and made a part of this Exhibit B.

Docusign Envelope ID: 3F506C89-9C1C-8ED3-81DD-1F5785E9BC96

EXHIBIT B
FEE SCHEDULE

(iv) Markup of: (a) any parts and materials costs; (b) expenses, fees, or charges for printing, reproduction, or binding of documents; or (c) any filing fees, permit fees, or other fees paid or advanced by Contractor.

D. Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. 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 the Services based on the Agreement without additional compensation unless there is a material change to the Scope of Work by a written amendment executed pursuant to Paragraph 36 of the Agreement.

E. If the Services are completed before the not-to-exceed amount is reached, Contractor's compensation will be based on Contractor's invoices previously submitted for acceptable work performed and approved by the Project Manager.

2. <u>Pricing</u>

A. City shall compensate Contractor for the Services according to the rates included in this Exhibit B. Compensation shall be granted as approved by the Project Manager. Contractor shall only bill for work after completion.

	Monthly Total
Pressure Washing Services May through October*	$27,072.00
Pressure Washing Services November through April*	$15,073.00
	Hourly Rates
Additional Work Rate-Regular business hours**	$102.00 per hour
Additional Work Rate-Overtime***	$125.00 per hour

*Rates subject to CPI-U increase as described in Section 2(A)(i) below.

A minimum of two hours will be billed for any extra work.

(i) Starting on January 1, 2028, the monthly pricing and hourly labor rates specified in Exhibit B shall be increased once every twelve months; the monthly pricing and hourly labor rates shall be increased by the percentage increase in the Consumer Price Index for all Urban Consumers ("CPI-U") in the San Francisco-

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EXHIBIT B
FEE SCHEDULE

Oakland-Hayward, California area from the prior calendar year's CPI-U rate in October. The monthly pricing and hourly labor rates outlined in the table above in Exhibit B are valid through December 31, 2027.

**Regular business hours shall be any work performed on the Services as identified in the Agreement that are eight hours or fewer per day or 40 hours or fewer per week.

***Overtime shall be any work performed on the Services as identified in the Agreement that are: in excess of eight hours per day, or 40 hours per week.

3. **Invoices**

If additional work is performed at the request of the Project Manager, the invoice must include a breakdown of costs of the additional work, including the labor rate, number of labor hours, and date(s) of service. Pricing for labor shall only be included when additional work is completed by Contractor.

Contractor shall bill for its actual hours for any additional work performed by the hour.
Contractor shall submit invoices not more than once per month. Invoices shall be delivered via email to maintenance-request@livermoreca.gov.

Docusign Envelope ID: 3F506C89-9C1C-8ED3-81DD-1F5785E9BC96

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 Insurance or other form 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".

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.

Docusign Envelope ID: 3F506C89-9C1C-8ED3-81DD-1F5785E9BC96

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. 6.9**

DATE: October 26, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing reappropriations totaling $2,251,000 to the WRP Occupied Building Repairs – Administration Project WW202322 from various completed projects with remaining Wastewater Replacement Funds, awarding a construction contract to Bobo Construction, Inc., in the amount of $7,019,824, and execution of a Professional Services Agreement with Barry & Wynn Architects, Inc., in an amount not-to-exceed $300,400.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Authorizing the following reappropriations totaling $2,251,000 to the WRP Occupied Building Repairs – Administration Project WW202322:
    a. $1,501,000 of Wastewater Replacement Fund 622 from the WRP Primary and Secondary Treatment Improvements Phase 1 Project WW201931;
    b. $300,000 of Wastewater Replacement Fund 622 from the WRP Waste Oil Tank Removal Project WW202624;
    c. $125,000 of Wastewater Replacement Fund 622 from the Sewer Replacement Project WW202003;
    d. $325,000 of Wastewater Replacement Fund 622 from the WRP UV Treatment System Replacement Project WW202128;
2. Awarding and authorizing the City Manager to execute a construction contract with Bobo Construction, Inc., in the amount of $7,019,824, for construction of the WRP Occupied Building Repairs – Administration Project WW202322, pursuant to Livermore Municipal Code section 2.68.570(C);
3. Rejecting all other bids or proposals;
4. Authorizing the City Manager to approve and execute change orders up to a cumulative amount of ten percent (10%) of the construction contract value of $7,019,824;
5. Authorizing the City Manager to execute a Professional Services Agreement with Barry & Wynn Architects, Inc., in an amount not-to-exceed $300,400; and
6. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

SUMMARY

The Livermore Water Reclamation Plant (WRP) Occupied Building Repairs – Administration Project is part of a campus-wide program of repairs to occupied buildings at the WRP. There are currently six (6) occupied buildings located within the WRP. This project involves construction of interior and exterior retrofits and renovations to the Administration Building to meet ADA accessibility and fire and life safety requirements, replacing and upgrading building mechanical, electrical, plumbing, and low-voltage and technology data systems, and commissioning building systems. These improvements will improve safety, increase accessibility, and provide better function for current use.

On July 14, 2023, Barry & Wynn Architects, Inc., (Barry & Wynn) was awarded an Engineering Services Agreement to design and provide bidding support for the project. The design and bidding phases of the project have been satisfactorily completed, and a new agreement has been prepared for Barry & Wynn to provide support services during construction, including technical review, design clarification, and commissioning support.

On July 21, 2026, following a contractor pre-qualification and bidding process, two (2) bids were received for the project. Bobo Construction, Inc., was the lowest responsible and responsive bidder pursuant to Section 2.68.570(C) of the Livermore Municipal Code (LMC) in an amount for the Base Bid of $6,956,824. With the addition of Alternate 1 (Removal and Replacement of Second Floor Lockers), the contract total is $7,019,824.

Staff recommends the City Council authorize reappropriations totaling $2,251,000 from the WRP Primary and Secondary Treatment Improvements Phase 1 Project WW201931, the WRP Waste Oil Tank Removal Project WW202624, the Sewer Replacement Project WW202003, and the WRP UV Treatment System Replacement Project WW202128 in order to complete the WRP Occupied Building Repairs – Administration Project WW202322.

DISCUSSION

The City of Livermore (City) WRP includes a campus of occupied and industrial process buildings that vary in age and condition. Occupied buildings include the Reverse Osmosis Building, Administration Building, Maintenance Building, and Tertiary Building. Long-term repairs, remodeling, and/or expansion at each of the occupied buildings is planned to improve safety and provide improved operations for current use.

Condition assessments of the following occupied buildings were conducted in 2017:

- Campus-Wide Energy Management System (EMS)
- Laboratory Building
- Reverse Osmosis Building
- Administration Building
- Maintenance Building
- Tertiary Building

Recommended improvements are primarily related to heating, ventilation, and air conditioning (HVAC); roofing system replacement and repairs; as well as multiple deferred maintenance, accessibility upgrades, and other facility improvements. In particular, the HVAC systems are at the end of their

service lives, are not energy efficient, and do not provide sufficient heating and cooling. The following is the status of the campus-wide occupied building improvement program:

- Improvements to the Reverse Osmosis Building, Laboratory Building, and the EMS were completed in 2022. The renovated Reverse Osmosis Building will be used to accommodate WRP staff relocated during subsequent implementation of improvements at other occupied buildings.
- The Administration Building is the next occupied building to be improved.
- Future projects will address the Maintenance Building and Tertiary Building.

On December 8, 2025, the City Council passed Resolution 2025-196 adopting a pre-qualification process and authorizing the City Engineer to determine which projects are suitable for the contractor Request for Qualifications (RFQ) process and which contractors qualify based on the evaluation process. The process allows the City, for a particular project, to identify contractors with sufficient experience and good past performance on similar projects that are qualified to submit bids.

On April 14, 2026, the City advertised a contractor RFQ for the WRP Occupied Building Repairs – Administration Project. The City received nine (9) responses that were reviewed by a team of Engineering Division staff. The team identified three (3) contractors that met the thresholds to be pre-qualified:

- Bobo Construction, Inc.
- Creekside Commercial Builders, Inc.
- CWS Construction Group, Inc.

The City Engineer agreed with the evaluation and on June 9, 2026, the City shared bid documents with the three (3) pre-qualified contractors. The bid documents included a Base Bid and the option for an Alternate 1 bid item for removal and replacement of the second-floor lockers, with the Base Bid being the amount to determine the lowest bid. On July 21, 2026, bids were received from Bobo Construction, Inc., and CWS Construction Group, Inc. Creekside Commercial Builders, Inc., did not submit a bid within the specified deadline. A summary of the results is shown in the table and includes the Engineer's Estimate.

WRP Occupied Building Repairs - Administration WW202322 Pre-Qualified Contractor Bids

Contractor Name	**City**	**Base Bid**
Bobo Construction, Inc.	Elk Grove, CA	$6,956,824
CWS Construction Group, Inc.	Novato, CA	6,975,000
Creekside Commercial Builders, Inc.	Auburn, CA	(-)
Engineer's Estimate		$5,500,00

Staff and the project Architect, Barry & Wynn Architects, Inc., (Barry & Wynn) reviewed the bids to evaluate the difference between the low bid and the Engineer's Estimate. The bid review yielded the following findings:

- The Engineer's Estimate was developed assuming open bidding. The pre-qualification process, which restricts bidding to identify only contractors with sufficient experience and good past performance on similar projects, has been analyzed by Barry & Wynn to typically return bids ten to twenty-five percent (10 - 25%) higher when comparing a restricted pool of two to three (2 - 3) bidders to an unrestricted pool of bidders.
- Following submission of the Engineer's Estimate to the City, the project scope was further refined with updates to the low and high voltage specifications, EV chargers, and furniture requirements, and included bid schedule additions for a contingency allowance addressing utility conflicts.

These findings have been analyzed by staff and Barry & Wynn to have been reasonably reflected in the bids received and represent the difference between the Engineer's Estimate and the low bid, thereby representing responsive and responsible bids.

On July 21, 2026, prior to bid opening, the City received a letter from North Coast States Carpenters Union presenting bid advisories regarding Bobo Construction, Inc., and Creekside Commercial Builders, Inc. Engineering Division staff and the City Attorney's Office reviewed the information presented and found the assertions did not materially disqualify the contractors. As indicated, the bids received were found to be responsive and responsible. Unions commonly have concerns with public agencies hiring contractors that do not exclusively use union workers. The City requires labor compensation according to prevailing wages but does not require all trades to be labor union members.

Staff determined that Bobo Construction, Inc., was the lowest responsible and responsive bidder in an amount for the Base Bid of $6,956,824. Water Resources Division staff confirmed the project should include Alternate 1, Removal and Replacement of Second Floor Lockers, with a resultant contract total of $7,019,824.

In accordance with Livermore Municipal Code Section 2.68.590(B), a cumulative Change Order authorization of ten percent (10%) of the contract value is allowed.

Additional professional services are required to support construction of the WRP Occupied Building Repairs – Administration Project WW202322. These additional services are related to managing the execution of the construction work and integrating the building improvements into the WRP ongoing operations. On July 14, 2023, Barry & Wynn was awarded an Engineering Services Agreement to design and provide bidding support for the project. Barry & Wynn satisfactorily completed the design and bidding phases of this project and was also selected in 2025 by the City, following evaluation of Statements of Qualifications, as a pre-qualified consultant to support facility-related capital improvement projects. Accordingly, a new agreement has been prepared with Barry & Wynn to provide support services during construction and project closeout, including:

- Project management
- Site visits and construction observation activities
- Technical reviews and responses to contractor submittals and requests for information
- Design clarifications
- Commissioning support
- Project closeout and record drawings

Staff recommends the City enter into an agreement with Barry & Wynn to provide architectural and engineering services during construction of the WRP Occupied Building Repairs – Administration Project WW202322 in an amount not-to-exceed $300,400.

ENVIRONMENTAL DETERMINATION

Staff determined the project was Categorically Exempt from the California Environmental Quality Act (CEQA) per CEQA Section 15301, Existing Facilities, and a Notice of Exemption was filed with the State Clearinghouse and the County of Alameda. The applicable 35-day statute of limitations on legal challenges to the exemption has expired with no legal challenge received.

FISCAL AND ADMINISTRATIVE IMPACTS

The Project is included in the FY 2025-30 Capital Improvement Plan. Following completion of the design and bidding phases, the anticipated costs to complete the project exceed the current appropriated funds for the project of $7,708,000. Staff recommends authorizing the following reappropriations totaling $2,251,000 to WRP Occupied Building Repairs – Administration Project WW202322:

- $1,501,000 of Wastewater Replacement Fund 622 from the WRP Primary and Secondary Treatment Improvements Phase 1 Project WW201931;
- $300,000 of Wastewater Replacement Fund 622 from the WRP Waste Oil Tank Removal Project WW202624;
- $125,000 of Wastewater Replacement Fund 622 from the Sewer Replacement Project WW202003; and
- $325,000 of Wastewater Replacement Fund 622 from the WRP UV Treatment System Replacement Project WW202128.

The WRP Occupied Building Repairs – Administration Project WW202322 currently has a total budget of $7,708,000 in the 2025-30 Capital Improvement Plan. The funding source is the Wastewater Replacement Fund 622. Together, the reappropriations of $2,251,000 and the existing total budget of $7,708,000 will provide the required $9,959,000 to complete the project.

The WRP Primary and Secondary Treatment Improvements Phase 1 Project WW201931 and the WRP UV Treatment System Replacement Project WW202128 are complete, and the WRP Waste Oil Tank Removal Project WW202624 and Sewer Replacement Project are nearly complete. Reappropriations from the remaining budget will not have an impact on these projects.

There will be no additional Operational and Maintenance (O&M) costs associated with completing the WRP Occupied Building Repairs - Administration Project.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GUIDING DOCUMENT

5-Year Capital Improvement Plan Fiscal Years 2025-2030

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Construction Contract with Bobo Construction, Inc
4. Exhibit B - Professional Services Agreement with Barry and Wynn Architects, Inc

Prepared by: Li-Teck Lau
Assistant Engineer

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Dustin Claussen
Administrative Services Director

ATTACHMENT 1



N

LEGEND

ALL LOCATIONS ARE APPROXIMATE

Street Name Labels (White Font)

0 0.04 0.08 0.16

mi

CITY OF LIVERMORE CALIFORNIA

PROJECT LOCATION

WRP OCCUPIED BUILDING REPAIRS - ADMINISTRATION, WW202322

Date: 3/24/2026

Path: /Web Map

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING REAPPROPRIATIONS IN THE TOTAL AMOUNT OF $2,251,000 TO THE WRP OCCUPIED BUILDING REPAIRS – ADMINISTRATION PROJECT WW202322 - FROM VARIOUS WASTEWATER REPLACEMENT FUNDS, AWARDING A CONSTRUCTION CONTRACT TO BOBO CONSTRUCTION, INC., IN THE AMOUNT OF $7,019,824, AND EXECUTION OF AN AGREEMENT WITH BARRY & WYNN ARCHITECTS, INC. IN AN AMOUNT NOT-TO-EXCEED $300,400

The Livermore Water Reclamation Plant (WRP) Occupied Building Repairs – Administration Project is part of a campus-wide program of repairs to occupied buildings at the WRP. This project involves construction of interior and exterior retrofits and renovations to the existing Administration building to meet ADA accessibility and fire/life/safety requirements, replacing and upgrading building mechanical, electrical, plumbing, and low-voltage and technology data systems, and commissioning building systems. These improvements will improve safety, increase accessibility, and provide better functions for current use.

The City of Livermore (City) advertised and received bids from pre-qualified contractors for the WRP Occupied Building Repairs – Administration Project WW202322. Bobo Construction, Inc. submitted the lowest responsible and responsive bid in the amount of $7,019,824. Staff recommends the City Council accept the bid and award a contract to Bobo Construction, Inc. for the construction of the WRP Occupied Building Repairs – Administration Project WW202322.

Additional professional services are required to support construction of the WRP Occupied Building Repairs – Administration Project WW202322. These additional services are related to managing the execution of the construction work and integrating the building improvements into WRP ongoing operations. Staff recommends the City enter into an agreement with Barry & Wynn Architects, Inc. to provide architectural and engineering services during construction of the WRP Occupied Building Repairs – Administration Project WW202322.

Staff recommends reappropriating a total amount of $2,251,000 of various wastewater replacement funds to the WRP Occupied Building Repairs – Administration Project WW202322. Together with the existing $7,708,000 budget for this project, this will provide the required $9,959,000 to complete the project. The work is planned to start in the winter of 2026 and be completed by summer 2028.

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

1. Authorizes the following reappropriations in the total amount of $2,251,000 to the WRP Occupied Building Repairs – Administration Project WW202322:

a. $1,501,000 of Wastewater Replacement Fund 622 from the WRP Primary and Secondary Treatment Improvements Phase 1 Project WW201931;

b. $300,000 of Wastewater Replacement Fund 622 from the WRP Waste Oil Tank Removal Project WW202624;

c. $125,000 of Wastewater Replacement Fund 622 from the Sewer Replacement Project WW202003;

d. $325,000 of Wastewater Replacement Fund 622 from the WRP UV Treatment System Replacement Project WW202128;

2. Awards and authorizes the City Manager to execute a construction contract with Bobo Construction, Inc., attached hereto as Exhibit A, in the amount of $7,019,824, for construction of the WRP Occupied Building Repairs – Administration Project WW202322, pursuant to Livermore Municipal Code section 2.68.570 (C);

3. Rejects all other bids or proposals;

4. Authorizes the City Manager to execute a Professional Services Agreement with Barry & Wynn Architects, Inc., attached hereto as Exhibit B, in an amount not-to-exceed $300,400; and

5. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed contract and agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Construction Contract with Bobo Construction, Inc.
Exhibit B – Professional Services Agreement with Barry & Wynn Architects, Inc.

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Livermore, a California Municipal Corporation ("City") and Bobo Construction, Inc., a California corporation ("Contractor") for Work on the WRP Occupied Building Repairs – Administration, Project No. WW202322 ("Project").

The Parties Agree as Follows:

1. Award of Contract.

In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform Work on the Project, and on _____, 20___, as part of Resolution No. _____, City authorized award of this Contract to Contractor for the amount of Contractor's bid.

2. Contract Documents.

This Contract consists of all of the written representations and submissions made by Contractor as part of the Bid process and the following numbered and un-numbered component documents, as detailed on the table of contents of this Contract:

a. Bidding requirements (consisting of the Notice Inviting Bids; Instructions to Bidders; Bid Proposal; Bid Schedule, Subcontractor List, Noncollusion Declaration, Bid Bond, Bidder's Questionnaire, Payment Bond, Performance Bond, Warranty Bond);

b. General Conditions;

c. Special Conditions;

d. Division One Technical Specifications;

e. Appendix;

f. Index of Defined Terms;

g. Project Drawings and Specifications;

h. Bid Addenda, if any;

i. Change Orders, if any;

j. ALB Notice;

k. Notice to Proceed;

l. City Standard Specifications and Details;

m. And the following:

(1) Request for Statement of Qualifications and Addenda, if any.

(2) Contractor's Statement of Qualifications, if any.

3. Contractor's Obligations.

Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

Without limitation to Contractor's other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance, in the order in which they are listed:

3.1. Comply with Applicable Laws;

3.2. Comply with the requirements of the Contract Documents;

3.3. Apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the City and within the limitations of the Contract Price and Contract Time.

3.4. Furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

3.5. Conform to the standard of care applicable to those who provide construction of the type called for by the Contract Documents for projects of a scope and complexity that is comparable to the Project.

4. Payment.

As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor seven million nineteen thousand eight hundred and twenty-four Dollars ($7,019,824) (the "**Contract Price**"), in accordance with the payment provisions in the General Conditions.

The Contract Price includes the following amounts as itemized in the Contractor's executed Bid Schedule and Bid Proposal:

- Base Bid

- Add Alternate #1: Complete Removal and Replacement of Second Floor Lockers.

5. Time for Completion.

5.1. Substantial Completion.

Contractor must achieve Substantial Completion, as that term is defined in the General Conditions, of the Project Work within three hundred ninety (390) Working Days from the commencement date stated in the Notice to Proceed. ("**Substantial Completion Deadline**."). For this project, the Contractor shall also incorporate fifty-one (51) inclement Weather Days into their bid estimate. Contractor shall be solely responsible for the extended overhead and profit for these weather days and shall not be compensated by the City in any way, reference Section 10.3 of the General Conditions and Section 013200-4.3 Contract Schedules for additional weather day information.

5.2. Final Completion.

Contractor must achieve Final Completion, as that term is defined in the General Conditions, of the Project Work within twenty (20) Working Days after the date of substantial completion. ("**Final Completion Deadline.**")

5.3. Early Completion.

By signing below, Contractor expressly waives any claim for delayed early completion.

6. Liquidated Damages.

If Contractor fails to meet either the Substantial Completion Deadline or the Final Completion Deadline, City may assess liquidated damages according the provisions in the General Conditions of the Contract Documents in the following amounts for each day of Unexcused Delay, and the Contract Price shall be reduced accordingly.

6.1. Substantial Completion Deadline: five thousand three hundred dollars ($5,300) per day.

6.2. Final Completion Deadline: two thousand dollars ($2,000) per day.

7. Labor Code Compliance.

This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.

7.1. Prevailing Wages.

This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. The general prevailing wage rates for each craft, classification or type of covered work are available online at http://www.dir.ca.gov/DLSR.

7.2. DIR Registration.

City will not accept a Bid Proposal from or enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code, Section 1725.5, subject to limited legal exceptions allowed by the Labor Code.

8. Workers' Compensation Certification.

Under Labor Code, Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code, Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

The successful bidder previous to the entering of the contract to do the said work shall take out and maintain in full force and effect worker's compensation insurance with an insurance carrier authorized to transact business in the State of California, covering the bidder's full liability for compensation to any persons employed who may be injured in the carrying out of said contract or the dependents thereof. Evidence of such worker's compensation insurance shall be furnished to the City of Livermore by certificate and waiver of subrogation in the City's electronic insurance certificate tracking system (PINS) prior to the commencement of the work and said certificate shall contain a provision that the coverage thereunder will not be canceled until at least thirty (30) days prior written notice has been given to the City.

9. Notice.

Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

	City	Contractor
Name	City of Livermore Community Development Dept Engineering Division	Bobo Construction, Inc.
Address	1052 South Livermore Avenue	9722 Kent St.
City/state/zip	Livermore, CA 94550	Elk Grove, CA 95624
Phone	(925) 960-4500	(916) 383-7777
Fax	(925) 960-4505	(916) 383-1681
Attention	City Engineer	President
Email	jhwaxdeck@livermoreca.gov	cbobo@boboconstructioninc.com
Copy to	Li-Teck Lau llau@livermoreca.gov	bestimating@boboconstructioninc.com

10. General Provisions.

The following items are repeated here as stated as part of Part 2, General Conditions, for emphasis:

10.1. Assignment and Successors.

Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's successors and permitted assigns. A consolidation or merger of Contractor or a change in ownership of twenty-five percent (25%) or more of Contractor's capital stock constitutes an assignment by Contractor requiring the City's written consent.

10.2. Third Party Beneficiaries.

There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.

10.3. Governing Law and Venue.

This Contract will be governed by California law and venue will be in the Superior Court of the County in which the Project is located, and no other place.

10.4. Amendment.

No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

10.5. Integration; Severability.

This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.

11. Authorization.

Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required under California Corporation Code, Section 313.

The parties agree to this Contract as witnessed by the signatures below:

CITY	CONTRACTOR
City of Livermore, a California Municipal Corporation	BOBO CONSTRUCTION, INC.
s/_____	s/ [signature]
Marianna Burch, City Manager	Name: AUSTIN BOBO
Date:_____	Title: VICE PRESIDENT
	Date: 8/25/26
Approved as to form:	s/ [signature]
_____	Name: TRAVIS NICHOLAS
City of Livermore City Attorney	Title: TREASURER
	Date: 9/3/26
	183537
	Contractor's Calif. License Number(s)
	Seal:
	9/30/28
	Expiration Date(s)

END OF DOCUMENT

Docusign Envelope ID: 2B1EAD1C-D338-830A-8209-7FF74F906DA2

26-0088

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 Barry & Wynn Architects, Inc ("Consultant"), a(n) California Corporation.

RECITALS

City requires professional engineering services during construction of CIP Project No. WW202322 Occupied Building Repairs - Administration.

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.

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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 Gabriella Cherrier ("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;

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(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 10/19/2026, 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.

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7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $300,400 ("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.

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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.

Docusign Envelope ID: 2B1EAD1C-D338-830A-8209-7FF74F906DA2

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.

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

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

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

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

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

27. Construction of Language.

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

(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
purchasing@livermoreca.gov
accountspayable@livermoreca.gov
CityAttorney@livermoreca.gov

TO CONSULTANT: Attention: Rod Sepulveda
Barry & Wynn Architects, Inc
379 Hartz Avenue
Danville, CA, 94526
United States
Email: rods@barryandwynn.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.

Docusign Envelope ID: 2B1EAD1C-D338-830A-8209-7FF74F906DA2

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

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:
Steve Wynn
13BF1AA94D5440A...

9/17/2026 | 2:25 PM PDT

Steve Wynn
Principal Architect

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F657157045E...

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*

Docusign Envelope ID: 2B1EAD1C-D338-830A-8209-7FF74F906DA2

Exhibit A

Scope of Services

Docusign Envelope ID: 2B1EAD1C-D338-830A-8209-7FF74F906DA2

SCOPE OF SERVICES
EXHIBIT "A"
WRP OCCUPIED BUILDINGS REPAIRS – ADMINISTRATION BUIDLING
(CITY PROJECT NO. WW202322)

This Scope of Work is prepared for The City of Livermore (Client) by Barry & Wynn Architects, Inc. (Consultant).

SCOPE OF SERVICES

This Scope of Work is prepared for the City of Livermore's WRP Occupied Building Repairs Administration Building. Barry & Wynn Architects (B&W) will provide construction support services for the City of Livermore (City) WRP Occupied Building Repairs – Administration Building project, City Project No. WW202322 (Project).

The Scope of Services is organized into the following tasks:

- Task 1 – Project Management and Meetings
- Task 2 – Construction Support
- Task 3 – Project Closeout
- Task 4 – As-Directed Services

Consultant shall provide all necessary labor, materials, equipment, and supplies to perform the Scope of Services. Consultant shall be responsible for all site visits or meetings with City staff that may be needed to facilitate Consultant's execution of the Scope of Services. The City anticipates requiring the following tasks for this Project:

Task 1– Project Management and Meetings

Consultant shall be responsible for project management activities throughout the life of the Project, from planning through construction. This task will include project setup, administration, coordination with the City and other stakeholders, and managing scope, schedule, and budget. Consultant's project manager shall serve as the primary point of contact when communicating with the City.

Responsibilities include, but are not limited to:

- **Kickoff Meeting:** Organize and execute a Kickoff Meeting with City staff. Consultant's project manager shall work with the City's project manager in advance of the Kickoff Meeting to confirm topics to be discussed at the meeting. Consultant shall prepare and issue meeting agenda, presentation materials, notes, and decision log.
- **Daily Oversight and Coordination:** As needed oversee daily management of scope, schedule, budget, and deliverables. Coordinate work with internal staff, subconsultants, and City staff as necessary.
- **Monthly Invoices and Progress Reports:** Prepare and submit invoices and progress reports on a monthly basis.
    - **Invoices –** Invoices must identify the hours and rates charged for each person for each task, as well as itemizing other direct costs, with cumulative totals for invoiced amounts

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per task identified to demonstrate that expenditures are within the not-to-exceed authorization limit of the agreement.

- **Expense Logs –** The invoices shall be accompanied by an expense log showing all invoices billed against the contract and the amount remaining. City will provide a template of the expense log for the Consultant's use.
- **Progress Reports –** The invoices shall also be accompanied by a monthly progress report that describes the activities completed during the invoice's billing period, a record of Project decisions made by City, activities anticipated for the next billing period, and notification of potential out-of-scope activities.

Monthly invoices and progress reports shall be provided as a PDF file. The progress reports shall be included as part of the email when the invoices are submitted electronically.

Deliverables for Task 1 include the following:

- Meeting documents
- Invoices and Progress Reports

Task 2– Construction Support

Consultant shall provide construction support for the duration of the Project. In general, the City will utilize the Procore construction management platform. Consultant shall be versed in accessing and using Procore to provide construction support services. Construction support responsibilities may include, but are not limited to, the following:

- **Meetings**

  Consultant shall attend the following meetings:

  - Attend pre-construction meeting. City will organize and conduct the meeting, but Consultant shall assist as needed.
  - Attend weekly construction management meetings to discuss construction status. These meetings are generally internal meetings attended by the City, the Consultant, and the City's third-party Construction Manager and inspectors.
  - Attend weekly construction meetings to discuss construction status. These meetings are primarily to communicate and coordinate with the Contractor.

- **Site Visits and Observation Activities**

  Consultant shall attend the following site visits and perform the following observation activities:

  - Assist in establishing procedures for testing and inspections.
  - Perform periodic site visits during construction to assist the City, its Construction Manager, and its inspectors in reviewing the acceptability of work, to assist in resolving field issues, and to observe in general if the work is being performed in a manner indicating that, when fully completed, will be in conformance with the Contract Documents.
  - Consultant's discipline engineers (structural, mechanical, electrical, and instrumentation) shall perform site observations in person on an as-requested basis to observe field construction issues and discuss technical elements.

Docusign Envelope ID: 2B1EAD1C-D338-830A-8209-7FF74F906DA2

- Assist in the inspection for specialty work, and/or other tasks as needed.
- Participate in the final walkthrough inspection of the Project with the City in preparation for the final punch list of outstanding items to be addressed by the Contractor before the Project's final acceptance. Consultant shall prepare the punch list and revise in accordance with feedback provided by the City.
- Retain the services of a CASp-certified professional who shall inspect and verify all Project elements are built to ADA standards.

- **Technical Reviews and Responses**

  Consultant shall be responsible for the following technical review and response activities:

  - **Schedule –** Assist with review of Contractor's initial construction schedule, critical path items, and progress schedules. Consultant shall provide comments on discrepancies with work constraints outlined in Contract Documents. Consultant shall review and respond to the Contractor's initial construction schedule within ten (10) working days following receipt by the Consultant. Consultant shall review and respond to the Contractor's progress schedules within five (5) working days following receipt by the Consultant.
  - **Substitutions –** Review substitution requests and provide revision acceptance and recommendations. Consultant shall review and respond to substitution requests in accordance with the timelines indicated below for general and major submittals.
  - **Requests for Information –** Receive, log, review, and respond to Requests for Information (RFIs) from the Contractor forwarded by the City and/or assigned via Procore. In responding to the RFIs, Consultant shall issue interpretations and clarifications to the Contract Documents. Consultant shall review and respond to RFIs within five (5) working days following receipt by the Consultant.
  - **Submittals –** Receive, log, review, and respond to submittals and resubmittals from the Contractor forwarded by the City and/or assigned via Procore. Submittals shall be reviewed in accordance with the Contract Documents and include two types of submittals.
    - General submittals: These are submittals that generally include routine elements such as epoxies, grout, sealants, valves, piping, etc. that require a single lead reviewer and shorter duration to complete. Consultant shall review and respond to general submittals within five (5) working days following receipt by the Consultant.
    - Major submittals: These are submittals that generally include more complicated elements such as boilers, PLCs, shutdown plan, and commissioning plan, etc. that require multiple reviewers and longer duration to complete. Consultant shall review and respond to major submittals within ten (10) working days following receipt by the Consultant.
  - **Progress Payments –** Assist with reviewing progress payment requests.
  - **Change Orders –** Assist with Contract change order review, preparation, and payment requests.

  Consultant shall accommodate expedited reviews for time-sensitive items.

- **Design Clarifications**

Docusign Envelope ID: 2B1EAD1C-D338-830A-8209-7FF74F906DA2

Prepare design clarifications. Consultant shall advise City on the need for each clarification, rationale for the changes described in the clarification, and any impacts associated with the clarifications. In preparing each design clarification, Consultant shall issue revised specifications, revised drawings, and/or new sketches, as needed to clarify and/or change the intent of the Contract Documents for the City's review and transmittal to the Contractor. Consultant shall provide estimated cost and potential delays associated with each clarification.

- **Commissioning Support**

  Consultant shall act as the commissioning authority overseeing and participating in the commissioning process to assist in ensuring that mechanical, plumbing, electrical, instrumentation, and control systems are complete, fully functional, and perform in accordance with the Project requirements and design intent. Consultant shall administer the commissioning process by coordinating, leading, reviewing, and overseeing the completion of the following commissioning process activities to ensure that the equipment and systems are installed and operating correctly and satisfy the Basis of Design and specification documents:

  - Conduct a commissioning kickoff meeting early on with the City to review the commissioning process and the roles and responsibilities of the team members. Conduct an additional commissioning kickoff meeting at the start of construction of the Project to review the commissioning process with the Contractor.
  - Review Construction Documents with respect to commissioning and back-check the review comments in subsequent design submissions.
  - Review Contractor submittals relative to the systems being commissioned for compliance with the Basis of Design and specification documents.
  - Implement and update the Commissioning Plan used throughout the commissioning process.
  - Maintain and utilize a Commissioning Issues Log throughout the commissioning process. Facilitate the resolution of errors and issues during commissioning.
  - Maintain and utilize Pre-functional Checklists for the equipment outlined in the Commissioning Plan. The checklists shall be used to verify that the equipment is onsite, properly installed and ready for startup.
  - Conduct commissioning meetings as necessary throughout the duration of the Project to review progress to date, commissioning issues, documentation, and reporting.
  - Conduct commissioning site observations to review construction progress and installation. Prepare site observation reports after each site visit.
  - Witness and document the results of Functional Performance Tests carried out by the installing contractors. Consultant shall evaluate the Functional Test Results to ensure that the commissioned systems are functioning in accordance with the Basis of Design and specification documents.
  - Prepare the Commissioning Report to document the commissioning process and test results. At a minimum, the Commissioning Report shall include:
    - Summary of the results of the commissioning process including observations, conclusions, and any outstanding items.

Docusign Envelope ID: 2B1EAD1C-D338-830A-8209-7FF74F906DA2

- A Commissioning Issue Log identifying deficiencies discovered during the commissioning process, how they were resolved, and any seasonal testing scheduled for a later date.
- System performance test results including the Pre-Functional Checklists and Functional Test Results.
- Copies of the key commissioning process documents (Basis of Design and commissioning specifications).

- Ensuring City personnel receive proper manuals, operational procedures, and maintenance instructions.
- Verify that a training program is developed and provided to the appropriate City personnel for the equipment and systems commissioned.
- Review building (1) year after occupancy to ensure systems continue to function correctly and identify areas of improvement.

Consultant shall coordinate directly with the City's Contractor to plan, schedule, execute, and document the commissioning activities.

Deliverables for Task 2 include the following:

- Schedule, substitution, and submittal review letters.
- RFI responses.
- Design clarifications.
- Cost estimates for price quote requests.
- Punch list.
- Start-up and commissioning documentation including:
  - Meeting documentation.
  - Updates to the Commissioning Plan.
  - Commissioning Issues Log.
  - Pre-Functional Checklists.
  - Site Observation Reports.
  - Functional Performance Test Reports.
  - Commissioning Report.
  - Training Logs.

Task 3 – Project Closeout

Consultant shall assist in Project closeout, including, but not limited to, the following tasks:

- **Record Drawings:** Prepare Record Drawings in AutoCAD and PDF format. PDF documents shall be bookmarked to facilitate navigation in the electronic file.

  Retain the services of a CASp-certified professional who shall stamp Record Drawings to confirm the Project elements were built to standard.

Docusign Envelope ID: 2B1EAD1C-D338-830A-8209-7FF74F906DA2

- **Lessons Learned Presentation:** Assist the City with preparing a presentation for the City's Engineering Division on lessons learned during the Project. The presentation shall summarize lessons learned and recommend improvements for future design and construction projects. Up to two (2) Consultant team members shall attend the 1-hour long virtual lessons learned meeting.
- **Remaining Project Files:** Update all Project documents. Transfer all Project files including electronic CAD files to the City.

Deliverables for Task 3 include the following:

- Record Drawings.
- Lessons learned summary document.
- Electronic transmittal of all Project files.

Task 4 – As-Directed Services

Consultant shall provide as-directed services to the City. A budget allowance of $45,000 has been included. Any use of As-Directed Services budget allowance shall require written authorization from the City that includes scope of as-directed services and an agreed upon not-to-exceed limit.

Docusign Envelope ID: 2B1EAD1C-D338-830A-8209-7FF74F906DA2

Exhibit B
FEE SCHEDULE
for

BARRY & WYNN ARCHITECTS

HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

(Effective January 1st, 2026 through December 31, 2028)

Classification	Rate ($ / hour)			
	2026	2027	2028	
Principal	$290	$300	$305	
Staff Architect	$215	$225	$230	
Senior Project Manager	$215	$225	$230	
CAD Drafting	$155	$160	$165	
Administrator	$115	$120	$125	

EXPENSES SCHEDULE

1. All outside expenses will be billed at actual Cost plus 15%, including:
   - Delivery Service
   - Reproduction
   - Mileage – Auto
   - Travel & Expenses

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ATTACHMENT A

TABLE 1

	Task	Scope Description	Hours	Budget
Barry & Wynn Architects	1	Project Management, Coordination, and Meetings	85	$ 20,000
	2	Construction Administration Support Services	290	$ 69,000
	3	Project Closeout	65	$ 14,000
	4	As-Directed Services / Bid Support	164	$ 35,450
	-	Subtotal	604	$ 138,450
Turley Assoc. (Mech./Plumb.)	1	Project Management, Coordination, and Meetings	16	$ 4,000
	2	Construction Administration Support Services	32	$ 8,000
	3	Project Closeout	12	$ 3,000
	4	As-Directed Services	8	$ 2,000
	-	Subtotal	68	$ 17,000
Int-Elect Eng. (Elect.)	1	Project Management, Coordination, and Meetings	7	$ 1,600
	2	Construction Administration Support Services	108	$ 25,600
	3	Project Closeout	32	$ 7,700
	4	As-Directed Services	5	$ 1,200
	-	Subtotal	152	$ 36,100
GLUMAC (Tech., LV, A/V.)	1	Project Management, Coordination, and Meetings	24	$ 5,600
	2	Construction Administration Support Services	170	$ 40,500
	3	Project Closeout	15	$ 3,500
	4	As-Directed Services	10	$ 2,500
	-	Subtotal	219	$ 52,100

Docusign Envelope ID: 2B1EAD1C-D338-830A-8209-7FF74F906DA2

EXHIBIT B

	Task	Scope Description	Hours	Budget
PASE (Structural)	1	Project Management, Coordination, and Meetings	14	$ 3,500
	2	Construction Administration Support Services	31	$ 7,800
	3	Project Closeout	5	$ 1,200
	4	As-Directed Services	4	$ 1,000
	-	Subtotal	54	$ 13,500
TriValley (Civil)	1	Project Management, Coordination, and Meetings	3	$ 600
	2	Construction Administration Support Services	17	$ 3,400
	3	Project Closeout	8	$ 1,600
	4	As-Directed Services	5	$ 1,000
	-	Subtotal	33	$ 6,600
GLUMAC (Commissioning)	1	Project Management, Coordination, and Meetings	14	$ 3,400
	2	Construction Administration Support Services	110	$ 28,000
	3	Project Closeout	14	$ 3,400
	4	As-Directed Services	8	$ 1,850
	-	Subtotal	146	$ 36,650
	-	Task 4 | As-Directed Services Subtotal	200	$ 45,000
	-	Tasks 1-3 | Construction Administration Services Subtotal	-	$ 255,400
		Total (not to exceed)		$300,400

Docusign Envelope ID: 2B1EAD1C-D338-830A-8209-7FF74F906DA2

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 $300,400 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. Invoices shall be submitted to the below address:

City of Livermore
Community Development/Engineering
Attention: Gabriella Cherrier
1052 South Livermore Avenue
Livermore, CA 94550
gncherrier@livermoreca.gov

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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:
   $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/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

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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. 8.1**

DATE: October 26, 2026

TO: Honorable Mayor and City Council

FROM: Dustin J. Claussen, Administrative Services Director

SUBJECT: Resolutions approving amendments to the City Manager's and City Attorney's employment contracts and approving the City of Livermore Salary Plan as of November 16, 2026, in accordance with the California Code of Regulations, Title 2, Section 570.5.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt a resolution approving an amendment to the City Manager's employment contract.
2. Adopt a resolution approving an amendment to the City Attorney's employment contract.
3. Adopt a resolution amending the City of Livermore Salary Plan as of November 16, 2026, in accordance with the California Code of Regulations, Title 2, Section 570.5.

SUMMARY

Staff recommends the amendments to the contract of the City Manager and City Attorney and the following changes to the Salary Plan:
1. Incorporate wage related adjustments for the City Manager based on the new contract amendment effective November 16, 2026;
2. Incorporate wage related adjustments for the City Attorney based on the new contract amendment effective November 16, 2026;
3. Incorporate wage related adjustments for the Executive Management classifications (excluding the Police Chief) effective November 16, 2026;
4. Incorporate minimum wage increase to $17.40 per hour for the following classifications: Department Assistant (Class Code 8205), Field/Maintenance Aide (Class Code 8205), Law Clerk (Class Code 8210), Library Aide (Class Code 8215), and Police Cadet (Class Code 8220) effective December 28, 2026;
5. Retitle Maintenance and Golf Operations Manager (Class Code 2125) to Maintenance Services Manager.

DISCUSSION

City Manager

The current City Manager employment contract dated October 31, 2023, indicates the City Council shall review the performance of the City Manager annually and may make modifications to terms and conditions of employment, as deemed appropriate based on performance of duties. As such, the City Council met in Closed Session with the City Manager on October 12, 2026, to discuss her performance evaluation. Prior to that discussion, the City Manager, via memo to the City Council, requested modifications to terms and conditions relevant to her employment contract. At the Closed Session, the City Council discussed the City Manager's request and directed that the draft amendment to the City Manager's employment contract be placed upon this agenda for City Council consideration.

Council approval would be the third amendment to the current contract dated October 31, 2023, to add the following material change: provide an increased contribution of $346.15 per pay period ($9,000 annually) to the City Manager's deferred compensation. In addition, the City Manager's existing contract already grants the same annual cost of living adjustment (COLA) that is provided to the Livermore Managers Group (LMG), which is 4% in 2026 bringing the City Manager's annual base salary to $408,610.80. The contract amendment will be effective November 16, 2026.

City Attorney

The City Attorney's employment contract dated September 9, 2025, indicates that the City Council shall conduct an annual performance evaluation. The City Council met in closed session with the City Attorney on October 12, 2026, to discuss her performance evaluation. At the closed session City Council agreed to add a clause similar to that in the City Manager's contract that will grant the same annual cost of living adjustment (COLA) that is provided to the Livermore Managers Group (LMG), which is 4% in 2026. The Council also agreed to provide a merit increase of 2% bringing the City Attorney's annual base salary to $354,236.

In addition, the Council agreed to an increased contribution of $191 per pay period ($4,966 annually) to the City Attorney's deferred compensation. The Council also agreed to increase the City Attorney's vacation accrual rate from a rate of 135.98 to 192.40 hours per year, in recognition of her years of public service. At the City Attorney's current rate, this has an annual cost of $9,609. The contract amendment will be effective November 16, 2026.

Salary Plan

Staff recommends the following changes to the Salary Plan:

1. The City Manager's employment contract includes a provision aligning her cost-of-living adjustments with those negotiated by the Livermore Management Group (LMG). Accordingly, the City Manager will receive a 4% increase effective November 16, 2026.
2. As part of the current contract negotiations, the City Attorney negotiated a provision aligning future cost of living adjustments with those negotiated by LMG. This results in a 4% salary increase effective November 16, 2026.
3. Salary adjustments for the City's Executive Management classifications (excluding the Police Chief) follow those received by LMG. Effective November 16, 2026, Executive Management classifications (excluding the Police Chief) will receive a 4% increase.
4. On July 31, 2026, the California Director of the Department of Finance certified that based on the annual inflation rate from 7/1/25 to 6/30/2026, under Labor Code Section 1182.12(c)(3)(A), the state hourly minimum wage must be increased effective January 1, 2027, to $17.40/hour. The minimum

salaries for the classifications of Department Assistant (Class Code 8205), Field/Maintenance Aide (Class Code 8205), Law Clerk (Class Code 8210), Library Aide (Class Code 8215), and Police Cadet (Class Code 8220) will increase from $16.90/hour to $17.40/hour effective December 28, 2026. There are currently 56 employees affected by this increase.

5. The Maintenance and Golf Operations Manager (Class Code 2125) was retitled to Maintenance Services Manager to reflect the restructuring of the maintenance division into internal and external operations and to encompass the responsibilities of both operational areas.

FISCAL AND ADMINISTRATIVE IMPACTS

The fiscal impact of the salary increases to the City Manager, City Attorney, Executive Classifications, and minimum wage increases are approximately $191,644, much of which has already been included in the City's fiscal year 2026/27 Operating Budget, the remaining amount will be absorbed in the current budget. This action does not require an additional appropriation from the Council.

COMMUNITY PILLAR

5: A City That Works

ATTACHMENTS

1. Resolution - City Manager
2. Exhibit A - City Manager 2026 Amendment to Employment Contract
3. Resolution - City Attorney
4. Exhibit A - City Attorney 2026 Amendment to Employment Contract
5. Resolution - Salary Plan
6. Exhibit A - Salary Plan Dated November 2026

Prepared by: Dustin Claussen
Administrative Services Director

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE 2026 AMENDMENT TO THE CITY MANAGER'S EMPLOYMENT CONTRACT

On October 31, 2023, the City Council entered into an employment contract with City Manager, Marianna A. Burch. Pursuant to the employment contract, the City Council conducted the City Manager's annual performance evaluation on October 12, 2026, and evaluated modifications to terms and conditions of employment presented by the City Manager after the performance evaluation.

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

1. Approves modifications to the terms and conditions of the employment contract for the City Manager, effective November 16, 2026, as described more fully in the 2026 Amendment to the City Manager's Employment Contract, attached hereto as Exhibit A; and

2. Authorizes the Mayor, on behalf of the City of Livermore, to execute the 2026 Amendment to the City Manager's Employment Contract.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Amendment to City Manager's Employment Contract

Docusign Envelope ID: 6D187265-3063-87D6-8329-59A464BF410D

OCTOBER 2026 AMENDMENT TO CITY MANAGER EMPLOYMENT CONTRACT

THIS AMENDMENT is made and entered into this ____ day of _____, 2026, by and between the City of Livermore ("City"), a California municipal corporation, and Marianna A. Burch ("Employee").

RECITALS

The City and Employee are parties to the City Manager Employment Contract dated October 31, 2023 ("Agreement"), as amended.

The Agreement already requires for the Employee salary to be automatically adjusted annually for cost of living (COLA) at the same rate granted by the City to the Livermore Management Group (LMG). LMG received a 4% COLA in 2026, and therefore the Employee's salary will be increased by same 4% to $408,610.80 starting with the pay period commencing November 16, 2026.

As required by the Agreement, the City Council has completed the Employee's performance review "to determine, among other things, entitlement to any salary increase (such as merit) 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."

Following the Employee performance review, the City and Employee desire to amend the Agreement. Section IX.(D) of the Agreement requires any modifications to be in writing and signed by the parties.

AGREEMENT

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

1. Subsection (B.2) Benefits in Section III Compensation of the Agreement is hereby amended to read as follows: "A City contribution of $1,250 per pay period into a City-recognized deferred compensation program, with no employee match."

2. The changes made by this October 2026 Amendment shall take effect and apply starting with the pay period commencing November 16, 2026, and until that date the terms and conditions in the Agreement shall continue to control.

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

Docusign Envelope ID: 6D187265-3063-87D6-8329-59A464BF410D

4. The Amendments are prospective and only apply to services rendered by Employee after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not and shall not relieve the parties of the terms and conditions of the Agreement as written and in effect at the time services were rendered prior to this Amendment.

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

EMPLOYEE: **Dated:**

Signed by:
Marianna A. Burch
9529DE8D0B14447...

10/20/2026 | 2:35 PM PDT

Marianna A. Burch
City Manager

CITY OF LIVERMORE: **Dated:**

_____ _____

John Marchand
Mayor

ATTEST:

_____

Olivia Nashed
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Kimberly Cilley
49223792A785477...

Kimberly D. Cilley
City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE AMENDMENT TO THE CITY ATTORNEY'S EMPLOYMENT CONTRACT

On September 9, 2025, the City Council entered an employment contract with City Attorney, Kimberly D. Cilley. Pursuant to the employment contract, the City Council conducted the City Attorney's annual performance evaluation on October 12, 2026, and evaluated modifications to terms and conditions of employment presented by the City Attorney after the performance evaluation.

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

1. Approves modifications to the terms and conditions of the employment contract for the City Attorney, effective November 16, 2026, as described more fully in the October 2026 Amendment to the City Attorney's Employment Contract, attached hereto as Exhibit A; and

2. Authorizes the Mayor, on behalf of the City of Livermore, to execute the October 2026 Amendment to the City Attorney's Employment Contract.

On motion of Council Member_____, seconded by Council Member _____the foregoing resolution was passed and adopted on October 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

Exhibit A – Amendment to City Attorney's Employment Contract

Docusign Envelope ID: CC56608C-39AC-8AB3-827B-5AC5B598B4D6

OCTOBER 2026 AMENDMENT TO CITY ATTORNEY EMPLOYMENT CONTRACT

THIS AMENDMENT is made and entered into this ____ day of _____, 2026, by and between the City of Livermore ("City"), a California municipal corporation, and Kimberly D. Cilley ("Employee").

RECITALS

The City Council has completed its performance review for the City Attorney.

The City and Employee desire to amend the City Attorney Employment Contract between them dated September 9, 2025 ("Agreement"). Section X.(D) of the Agreement requires any modifications to be in writing and signed by the parties.

AGREEMENT

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

1. The following sections of the Agreement are hereby amended to read as follows:

   A. Subsection (A) *Salary* in Section III *Compensation.* Salary. City agrees to pay Employee a salary of $354,236, per year, payable at the same time as other City employees are paid. The Employee salary will be automatically adjusted annually for cost of living (COLA) at the same rate granted by the City to the Livermore Management Group (LMG). A 4% annual COLA and a 2% merit increase is included in the $354,236 salary.

   B. Subsection (B) Benefits in Section III Compensation. 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 in an amount that is equivalent to City Department Heads with 20+ years of service. 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 $576/pay period into a City deferred compensation program to the extent that such contribution is matched by Employee's contribution.

Docusign Envelope ID: CC56608C-39AC-8AB3-827B-5AC5B598B4D6

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.

2. The changes made by this October 2026 Amendment shall take effect and apply starting with the pay period commencing November 16, 2026, and until that date the terms and conditions in the Agreement shall continue to control.

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

4. The Amendments are prospective and only apply to services rendered by Employee after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not and shall not relieve the parties of the terms and conditions of the Agreement as written and in effect at the time services were rendered prior to this Amendment.

****

SIGNATURES ON THE NEXT PAGE

Docusign Envelope ID: CC56608C-39AC-8AB3-827B-5AC5B598B4D6

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

EMPLOYEE: **Dated:**

DocuSigned by:
Kimberly Cilley
4922379 2A78E477...

10/20/2026 | 3:17 PM PDT

Kimberly D. Cilley
City Attorney

CITY OF LIVERMORE: **Dated:**

John Marchand
Mayor

ATTEST:

Olivia Nashed
City Clerk

APPROVED AS TO FORM:

Signed by:
Molly A. O'Toole
8C094721F533405E...

Molly A. O'Toole
Assistant City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AMENDING THE CITY OF LIVERMORE SALARY PLAN AS OF NOVEMBER 2026, IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

The proposed City of Livermore Salary Plan, attached hereto as Exhibit A, is intended to incorporate the following changes:

- Effective November 16, 2026, incorporate wage related adjustments for the City Manager based on the new contract amendment;
- Effective November 16, 2026, incorporate wage related adjustments for the City Attorney based on the new contract amendment;
- Effective November 16, 2026, incorporate wage related adjustments for the Executive Management classifications (excluding the Police Chief);
- Effective December 28, 2026, incorporate minimum wage increase to $17.40 per hour for the following classifications: Department Assistant (Class Code 8205), Field/Maintenance Aide (Class Code 8205), Law Clerk (Class Code 8210), Library Aide (Class Code 8215), and Police Cadet (Class Code 8220);
- Retitle Maintenance and Golf Operations Manager (Class Code 2125) to Maintenance Services Manager;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it approves the amended Salary Plan attached as Exhibit A, in accordance with California Code of Regulations, Title 2, Section 570.5.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Salary Plan dated November 2026

LIVERMORE
CALIFORNIA

Salary Plan

November 2026

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4001	ACCOUNT CLERK	76,013.82	79,814.51	83,805.24	87,995.50	92,395.28
		6,334.49	6,651.21	6,983.77	7,332.96	7,699.61
		1,461.80	1,534.89	1,611.64	1,692.22	1,776.83
		36.5451	38.3724	40.2910	42.3055	44.4208
4000	ACCOUNT CLERK, JUNIOR	68,374.70	71,793.43	75,383.10	79,152.26	83,109.87
		5,697.89	5,982.79	6,281.93	6,596.02	6,925.82
		1,314.90	1,380.64	1,449.68	1,522.16	1,598.27
		32.8725	34.5161	36.2419	38.0540	39.9567
4002	ACCOUNT CLERK, SENIOR	82,600.87	86,730.91	91,067.46	95,620.83	100,401.87
		6,883.41	7,227.58	7,588.96	7,968.40	8,366.82
		1,588.48	1,667.90	1,751.30	1,838.86	1,930.81
		39.7120	41.6976	43.7824	45.9716	48.2701
4020	ACCOUNTANT, JUNIOR	99,967.17	104,965.53	110,213.81	115,724.50	121,510.73
		8,330.60	8,747.13	9,184.48	9,643.71	10,125.89
		1,922.45	2,018.57	2,119.50	2,225.47	2,336.74
		48.0611	50.4642	52.9874	55.6368	58.4186
4010	ACCOUNTING TECHNICIAN	87,653.76	92,036.45	96,638.27	101,470.18	106,543.69
		7,304.48	7,669.70	8,053.19	8,455.85	8,878.64
		1,685.65	1,769.93	1,858.43	1,951.35	2,048.92
		42.1412	44.2483	46.4607	48.7837	51.2229
4030	ADMINISTRATIVE ASSISTANT	91,781.07	96,370.12	101,188.63	106,248.06	111,560.46
		7,648.42	8,030.84	8,432.39	8,854.01	9,296.71
		1,765.02	1,853.27	1,945.94	2,043.23	2,145.39
		44.1255	46.3318	48.6484	51.0808	53.6348
4052	ADMINISTRATIVE CLERK I	68,993.08	72,442.73	76,064.87	79,868.11	83,861.52
		5,749.42	6,036.89	6,338.74	6,655.68	6,988.46
		1,326.79	1,393.13	1,462.79	1,535.93	1,612.72
		33.1698	34.8282	36.5697	38.3981	40.3180
4051	ADMINISTRATIVE CLERK II	73,883.46	77,577.63	81,456.51	85,529.34	89,805.81
		6,156.96	6,464.80	6,788.04	7,127.45	7,483.82
		1,420.84	1,491.88	1,566.47	1,644.80	1,727.03
		35.5209	37.2969	39.1618	41.1199	43.1759
4040	ADMINISTRATIVE TECHNICIAN	91,781.06	96,370.11	101,188.62	106,248.05	111,560.45
		7,648.42	8,030.84	8,432.39	8,854.00	9,296.70
		1,765.02	1,853.27	1,945.94	2,043.23	2,145.39
		44.1255	46.3318	48.6484	51.0808	53.6348
5000	AIRPORT SERVICE ATTENDANT	80,600.48	84,630.50	88,862.02	93,305.12	97,970.38
		6,716.71	7,052.54	7,405.17	7,775.43	8,164.20
		1,550.01	1,627.51	1,708.89	1,794.33	1,884.05
		38.7502	40.6877	42.7221	44.8582	47.1011
5001	AIRPORT SERVICE ATTENDANT SENIOR	86,434.26	90,755.97	95,293.77	100,058.46	105,061.38
		7,202.86	7,563.00	7,941.15	8,338.21	8,755.12
		1,662.20	1,745.31	1,832.57	1,924.20	2,020.41
		41.5549	43.6327	45.8143	48.1050	50.5103

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4060	ANIMAL CONTROL OFFICER	91,066.71	95,620.05	100,401.05	105,421.10	110,692.16
		7,588.89	7,968.34	8,366.75	8,785.09	9,224.35
		1,751.28	1,838.85	1,930.79	2,027.33	2,128.70
		43.7821	45.9712	48.2697	50.6832	53.2174
5010	ASSET MANAGEMENT SPECIALIST	122,338.70	128,455.64	134,878.42	141,622.34	148,703.46
		10,194.89	10,704.64	11,239.87	11,801.86	12,391.96
		2,352.67	2,470.30	2,593.82	2,723.51	2,859.68
		58.8167	61.7575	64.8454	68.0877	71.4921
4130	BUILDING INSPECTOR I	107,699.14	113,084.10	118,738.30	124,675.22	130,908.98
		8,974.93	9,423.68	9,894.86	10,389.60	10,909.08
		2,071.14	2,174.69	2,283.43	2,397.60	2,517.48
		51.7784	54.3674	57.0857	59.9400	62.9370
4131	BUILDING INSPECTOR II	115,659.16	121,442.12	127,514.23	133,889.94	140,584.44
		9,638.26	10,120.18	10,626.19	11,157.50	11,715.37
		2,224.21	2,335.43	2,452.20	2,574.81	2,703.55
		55.6054	58.3856	61.3049	64.3702	67.5887
4132	BUILDING INSPECTOR III	119,016.65	124,967.48	131,215.85	137,776.64	144,665.47
		9,918.05	10,413.96	10,934.65	11,481.39	12,055.46
		2,288.78	2,403.22	2,523.38	2,649.55	2,782.03
		57.2195	60.0805	63.0845	66.2388	69.5507
4133	BUILDING INSPECTOR, SENIOR	124,793.09	131,032.74	137,584.38	144,463.60	151,686.78
		10,399.42	10,919.40	11,465.37	12,038.63	12,640.57
		2,399.87	2,519.86	2,645.85	2,778.15	2,917.05
		59.9967	62.9965	66.1463	69.4537	72.9263
4093	CIVIL ENGINEER, ASSISTANT	129,297.11	135,761.97	142,550.07	149,677.57	157,161.45
		10,774.76	11,313.50	11,879.17	12,473.13	13,096.79
		2,486.48	2,610.81	2,741.35	2,878.41	3,022.34
		62.1621	65.2702	68.5337	71.9604	75.5584
4100	CIVIL ENGINEER, ASSOCIATE	138,812.40	145,753.02	153,040.67	160,692.70	168,727.33
		11,567.70	12,146.09	12,753.39	13,391.06	14,060.61
		2,669.47	2,802.94	2,943.09	3,090.24	3,244.76
		66.7367	70.0736	73.5773	77.2561	81.1189
4091	CIVIL ENGINEER, JUNIOR	113,770.75	119,459.29	125,432.25	131,703.86	138,289.05
		9,480.90	9,954.94	10,452.69	10,975.32	11,524.09
		2,187.90	2,297.29	2,412.16	2,532.77	2,659.40
		54.6975	57.4324	60.3040	63.3192	66.4851
4140	COMMUNITY SERVICE SPECIALIST	79,898.82	83,893.76	88,088.45	92,492.87	97,117.51
		6,658.24	6,991.15	7,340.70	7,707.74	8,093.13
		1,536.52	1,613.34	1,694.01	1,778.71	1,867.64
		38.4129	40.3335	42.3502	44.4677	46.6911
4141	COMMUNITY SERVICE SPECIALIST II	83,857.62	88,050.50	92,453.02	97,075.67	101,929.45
		6,988.14	7,337.54	7,704.42	8,089.64	8,494.12
		1,612.65	1,693.28	1,777.94	1,866.84	1,960.18
		40.3162	42.3320	44.4486	46.6710	49.0045

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4150	CRIME & INTELLIGENCE ANALYST	111,357.56	116,925.44	122,771.71	128,910.30	135,355.82
		9,279.80	9,743.79	10,230.98	10,742.53	11,279.65
		2,141.49	2,248.57	2,360.99	2,479.04	2,603.00
		53.5373	56.2142	59.0249	61.9761	65.0749
4152	CRIME & INTELLIGENCE ANALYST, SUPERVISING	130,600.40	137,130.42	143,986.94	151,186.29	158,745.60
		10,883.37	11,427.54	11,998.91	12,598.86	13,228.80
		2,511.55	2,637.12	2,768.98	2,907.43	3,052.80
		62.7887	65.9281	69.2245	72.6857	76.3200
4160	CRIME PREVENTION SPECIALIST	86,807.96	91,148.36	95,705.78	100,491.07	105,515.62
		7,234.00	7,595.70	7,975.48	8,374.26	8,792.97
		1,669.38	1,752.85	1,840.50	1,932.52	2,029.15
		41.7346	43.8213	46.0124	48.3130	50.7287
4170	CRISIS INTERVENTION SPECIALIST	110,910.32	116,455.84	122,278.63	128,392.56	134,812.19
		9,242.53	9,704.65	10,189.89	10,699.38	11,234.35
		2,132.89	2,239.54	2,351.51	2,469.09	2,592.54
		53.3223	55.9884	58.7878	61.7272	64.8136
4050	DIVISION CLERK	77,802.25	81,692.36	85,776.98	90,065.83	94,569.12
		6,483.52	6,807.70	7,148.08	7,505.49	7,880.76
		1,496.20	1,571.01	1,649.56	1,732.04	1,818.64
		37.4049	39.2752	41.2389	43.3009	45.4659
4180	ECONOMIC DEVELOPMENT SPECIALIST	99,992.05	104,991.65	110,241.23	115,753.29	121,540.95
		8,332.67	8,749.30	9,186.77	9,646.11	10,128.41
		1,922.92	2,019.07	2,120.02	2,226.02	2,337.33
		48.0731	50.4768	53.0006	55.6506	58.4332
5090	ELECTRICIAN	112,758.99	118,396.94	124,316.79	130,532.63	137,059.26
		9,396.58	9,866.41	10,359.73	10,877.72	11,421.61
		2,168.44	2,276.86	2,390.71	2,510.24	2,635.76
		54.2111	56.9216	59.7677	62.7561	65.8939
4092	ENGINEER, ASSISTANT	123,140.10	129,297.11	135,761.97	142,550.07	149,677.57
		10,261.68	10,774.76	11,313.50	11,879.17	12,473.13
		2,368.08	2,486.48	2,610.81	2,741.35	2,878.41
		59.2020	62.1621	65.2702	68.5337	71.9604
4090	ENGINEER, JUNIOR	108,353.10	113,770.75	119,459.29	125,432.25	131,703.86
		9,029.43	9,480.90	9,954.94	10,452.69	10,975.32
		2,083.71	2,187.90	2,297.29	2,412.16	2,532.77
		52.0928	54.6975	57.4324	60.3040	63.3192
4080	ENGINEERING SPECIALIST	122,338.69	128,455.62	134,878.40	141,622.32	148,703.44
		10,194.89	10,704.64	11,239.87	11,801.86	12,391.95
		2,352.67	2,470.30	2,593.82	2,723.51	2,859.68
		58.8167	61.7575	64.8454	68.0877	71.4920
4070	ENGINEERING TECHNICIAN, ASSIST	105,392.61	110,487.86	115,837.88	122,005.10	128,105.36
		8,782.72	9,207.32	9,653.16	10,167.09	10,675.45
		2,026.78	2,124.77	2,227.65	2,346.25	2,463.56
		50.6695	53.1192	55.6913	58.6563	61.5891

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4071	ENGINEERING TECHNICIAN, ASSOC	112,929.03	118,575.48	124,504.25	130,729.46	137,265.93
		9,410.75	9,881.29	10,375.35	10,894.12	11,438.83
		2,171.71	2,280.30	2,394.31	2,514.03	2,639.73
		54.2928	57.0074	59.8578	62.8507	65.9932
4072	ENGINEERING TECHNICIAN, SENIOR	117,269.50	123,132.97	129,289.62	135,754.10	142,541.81
		9,772.46	10,261.08	10,774.14	11,312.84	11,878.48
		2,255.18	2,367.94	2,486.34	2,610.66	2,741.19
		56.3796	59.1985	62.1585	65.2664	68.5297
5030	FACILITIES MAINTENANCE TRAINEE	69,433.75	72,905.44	76,550.71	80,378.25	84,397.16
		5,786.15	6,075.45	6,379.23	6,698.19	7,033.10
		1,335.26	1,402.03	1,472.13	1,545.74	1,623.02
		33.3816	35.0507	36.8032	38.6434	40.5756
5031	FACILITIES MAINTENANCE WORKER I	77,679.44	81,563.41	85,641.58	89,923.66	94,419.84
		6,473.29	6,796.95	7,136.80	7,493.64	7,868.32
		1,493.84	1,568.53	1,646.95	1,729.30	1,815.77
		37.3459	39.2132	41.1738	43.2325	45.3942
5032	FACILITIES MAINTENANCE WORKER II	83,257.88	87,420.77	91,791.81	96,381.40	101,200.47
		6,938.16	7,285.06	7,649.32	8,031.78	8,433.37
		1,601.11	1,681.17	1,765.23	1,853.49	1,946.16
		40.0278	42.0292	44.1307	46.3372	48.6541
5033	FACILITIES MAINTENANCE WORKER, SENIOR	87,375.61	91,744.39	96,331.61	101,148.19	106,205.60
		7,281.30	7,645.37	8,027.63	8,429.02	8,850.47
		1,680.30	1,764.32	1,852.53	1,945.16	2,042.42
		42.0075	44.1079	46.3133	48.6289	51.0604
5034	FACILITIES MAINTENANCE WORKER, SUPERVISING	98,251.74	103,164.33	108,322.55	113,738.68	119,425.61
		8,187.65	8,597.03	9,026.88	9,478.22	9,952.13
		1,889.46	1,983.93	2,083.13	2,187.28	2,296.65
		47.2364	49.5982	52.0782	54.6821	57.4162
4190	FAMILY THERAPIST	106,019.92	111,320.92	116,886.97	122,731.32	128,867.89
		8,834.99	9,276.74	9,740.58	10,227.61	10,738.99
		2,038.84	2,140.79	2,247.83	2,360.22	2,478.23
		50.9711	53.5197	56.1957	59.0054	61.9557
5040	FLEET SERVICES WORKER	68,624.02	72,055.22	75,657.98	79,440.88	83,412.92
		5,718.67	6,004.60	6,304.83	6,620.07	6,951.08
		1,319.69	1,385.68	1,454.96	1,527.71	1,604.09
		32.9923	34.6419	36.3740	38.1927	40.1024
4200	GIS SPECIALIST	122,338.69	128,455.62	134,878.40	141,622.32	148,703.44
		10,194.89	10,704.64	11,239.87	11,801.86	12,391.95
		2,352.67	2,470.30	2,593.82	2,723.51	2,859.68
		58.8167	61.7575	64.8454	68.0877	71.4920
5050	GROUNDSKEEPER TRAINEE	68,623.97	72,055.17	75,657.93	79,440.83	83,412.87
		5,718.66	6,004.60	6,304.83	6,620.07	6,951.07
		1,319.69	1,385.68	1,454.96	1,527.71	1,604.09
		32.9923	34.6419	36.3740	38.1927	40.1023

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5051	GROUNDSKEEPER I	76,700.06	80,535.06	84,561.81	88,789.90	93,229.40
		6,391.67	6,711.26	7,046.82	7,399.16	7,769.12
		1,475.00	1,548.75	1,626.19	1,707.50	1,792.87
		36.8750	38.7188	40.6547	42.6875	44.8218
5052	GROUNDSKEEPER II	82,163.72	86,271.91	90,585.51	95,114.79	99,870.53
		6,846.98	7,189.33	7,548.79	7,926.23	8,322.54
		1,580.07	1,659.08	1,742.03	1,829.13	1,920.59
		39.5018	41.4769	43.5507	45.7283	48.0147
5053	GROUNDSKEEPER III	86,196.78	90,506.62	95,031.95	99,783.55	104,772.73
		7,183.07	7,542.22	7,919.33	8,315.30	8,731.06
		1,657.63	1,740.51	1,827.54	1,918.91	2,014.86
		41.4408	43.5128	45.6884	47.9729	50.3715
5055	GROUNDSKEEPER, SUPERVISING	96,849.23	101,691.69	106,776.27	112,115.08	117,720.83
		8,070.77	8,474.31	8,898.02	9,342.92	9,810.07
		1,862.49	1,955.61	2,053.39	2,156.06	2,263.86
		46.5621	48.8902	51.3348	53.9015	56.5966
4210	INFORMATION TECHNOLOGY TECHNICIAN	95,751.92	100,539.52	105,566.50	110,844.83	116,387.07
		7,979.33	8,378.29	8,797.21	9,237.07	9,698.92
		1,841.38	1,933.45	2,030.13	2,131.63	2,238.21
		46.0346	48.3363	50.7531	53.2908	55.9553
4211	INFORMATION TECHNOLOGY TECHNICIAN, SENIOR	105,327.13	110,593.49	116,123.16	121,929.32	128,025.79
		8,777.26	9,216.12	9,676.93	10,160.78	10,668.82
		2,025.52	2,126.80	2,233.14	2,344.79	2,462.03
		50.6380	53.1700	55.8284	58.6199	61.5509
5054	LANDSCAPE MAINTENANCE SPECIALIST	92,085.70	96,689.98	101,524.48	106,600.70	111,930.74
		7,673.81	8,057.50	8,460.37	8,883.39	9,327.56
		1,770.88	1,859.42	1,952.39	2,050.01	2,152.51
		44.2720	46.4856	48.8099	51.2503	53.8129
4230	LIBRARIAN I	83,063.68	87,216.86	91,577.70	96,156.58	100,964.41
		6,921.97	7,268.07	7,631.48	8,013.05	8,413.70
		1,597.38	1,677.25	1,761.11	1,849.17	1,941.62
		39.9345	41.9312	44.0277	46.2291	48.5406
4231	LIBRARIAN II	91,957.01	96,554.86	101,382.60	106,451.73	111,774.32
		7,663.08	8,046.24	8,448.55	8,870.98	9,314.53
		1,768.40	1,856.82	1,949.67	2,047.15	2,149.51
		44.2101	46.4206	48.7416	51.1787	53.7377
4221	LIBRARY ASSISTANT I	78,272.75	82,186.39	86,295.71	90,610.50	95,141.03
		6,522.73	6,848.87	7,191.31	7,550.88	7,928.42
		1,505.25	1,580.51	1,659.53	1,742.51	1,829.64
		37.6311	39.5127	41.4883	43.5627	45.7409
4223	LIBRARY ASSISTANT II	81,537.18	85,614.04	89,894.74	94,389.47	99,108.94
		6,794.77	7,134.50	7,491.23	7,865.79	8,259.08
		1,568.02	1,646.42	1,728.75	1,815.18	1,905.94
		39.2006	41.1606	43.2186	45.3796	47.6485

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4222	LIBRARY ASSISTANT, SUPERVISING	87,653.76	92,036.45	96,638.27	101,470.18	106,543.69
		7,304.48	7,669.70	8,053.19	8,455.85	8,878.64
		1,685.65	1,769.93	1,858.43	1,951.35	2,048.92
		42.1412	44.2483	46.4607	48.7837	51.2229
4220	LIBRARY CLERK	68,993.08	72,442.73	76,064.87	79,868.11	83,861.52
		5,749.42	6,036.89	6,338.74	6,655.68	6,988.46
		1,326.79	1,393.13	1,462.79	1,535.93	1,612.72
		33.16975	34.82824	36.56965	38.39813	40.31804
5060	MAINTENANCE TRAINEE	68,623.97	72,055.17	75,657.93	79,440.83	83,412.87
		5,718.66	6,004.60	6,304.83	6,620.07	6,951.07
		1,319.69	1,385.68	1,454.96	1,527.71	1,604.09
		32.99229	34.64191	36.37400	38.19271	40.10234
5061	MAINTENANCE WORKER I	76,700.06	80,535.06	84,561.81	88,789.90	93,229.40
		6,391.67	6,711.26	7,046.82	7,399.16	7,769.12
		1,475.00	1,548.75	1,626.19	1,707.50	1,792.87
		36.87503	38.71878	40.65472	42.68745	44.82183
5062	MAINTENANCE WORKER II	82,163.72	86,271.91	90,585.51	95,114.79	99,870.53
		6,846.98	7,189.33	7,548.79	7,926.23	8,322.54
		1,580.07	1,659.08	1,742.03	1,829.13	1,920.59
		39.50179	41.47688	43.55073	45.72826	48.01468
5063	MAINTENANCE WORKER III	86,196.78	90,506.62	95,031.95	99,783.55	104,772.73
		7,183.07	7,542.22	7,919.33	8,315.30	8,731.06
		1,657.63	1,740.51	1,827.54	1,918.91	2,014.86
		41.44076	43.51280	45.68844	47.97286	50.37150
5070	MECHANIC	99,067.59	104,020.97	109,222.02	114,683.12	120,417.28
		8,255.63	8,668.41	9,101.84	9,556.93	10,034.77
		1,905.15	2,000.40	2,100.42	2,205.44	2,315.72
		47.62865	50.01008	52.51059	55.13612	57.89292
5071	MECHANIC SENIOR	107,528.92	112,905.37	118,550.64	124,478.17	130,702.08
		8,960.74	9,408.78	9,879.22	10,373.18	10,891.84
		2,067.86	2,171.26	2,279.82	2,393.81	2,513.50
		51.69660	54.28143	56.99550	59.84527	62.83754
4240	NEIGHBORHOOD PRESERVATION OFFICER	112,929.02	118,575.47	124,504.24	130,729.46	137,265.93
		9,410.75	9,881.29	10,375.35	10,894.12	11,438.83
		2,171.71	2,280.30	2,394.31	2,514.03	2,639.73
		54.29280	57.00744	59.85781	62.85070	65.99324
5020	PARTS AND INVENTORY CONTROL WORKER	80,219.42	84,230.39	88,441.91	92,864.01	97,507.21
		6,684.95	7,019.20	7,370.16	7,738.67	8,125.60
		1,542.68	1,619.82	1,700.81	1,785.85	1,875.14
		38.56703	40.49538	42.52015	44.64616	46.87847
4250	PERMIT TECHNICIAN	81,947.52	86,044.90	90,347.14	94,864.50	99,607.72
		6,828.96	7,170.41	7,528.93	7,905.38	8,300.64
		1,575.91	1,654.71	1,737.45	1,824.32	1,915.53
		39.39785	41.36774	43.43613	45.60793	47.88833

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4251	PERMIT TECHNICIAN II	87,480.74	91,854.78	96,447.52	101,269.90	106,333.40
		7,290.06	7,654.57	8,037.29	8,439.16	8,861.12
		1,682.32	1,766.44	1,854.76	1,947.50	2,044.87
		42.05805	44.16095	46.36900	48.68745	51.12183
4260	PLAN CHECK ENGINEER	138,696.69	145,631.52	152,913.10	160,558.76	168,586.70
		11,558.06	12,135.96	12,742.76	13,379.90	14,048.89
		2,667.24	2,800.61	2,940.64	3,087.67	3,242.05
		66.68110	70.01515	73.51591	77.19171	81.05130
4120	PLANNER, ASSISTANT	112,590.44	118,219.96	124,130.96	130,337.51	136,854.39
		9,382.54	9,851.66	10,344.25	10,861.46	11,404.53
		2,165.20	2,273.46	2,387.13	2,506.49	2,631.82
		54.13002	56.83652	59.67835	62.66226	65.79538
4121	PLANNER, ASSOCIATE	129,787.84	136,277.23	143,091.09	150,245.64	157,757.92
		10,815.65	11,356.44	11,924.26	12,520.47	13,146.49
		2,495.92	2,620.72	2,751.75	2,889.34	3,033.81
		62.39800	65.51790	68.79379	72.23348	75.84515
4122	PLANNER, SENIOR	136,102.87	142,908.01	150,053.41	157,556.08	165,433.88
		11,341.91	11,909.00	12,504.45	13,129.67	13,786.16
		2,617.36	2,748.23	2,885.64	3,029.92	3,181.42
		65.43407	68.70577	72.14106	75.74812	79.53552
4270	POLICE CLERK	75,732.88	79,519.52	83,495.50	87,670.28	92,053.79
		6,311.07	6,626.63	6,957.96	7,305.86	7,671.15
		1,456.40	1,529.22	1,605.68	1,685.97	1,770.27
		36.41004	38.23054	40.14207	42.14917	44.25663
4271	POLICE CLERK, SENIOR	79,345.23	83,312.49	87,478.11	91,852.02	96,444.62
		6,612.10	6,942.71	7,289.84	7,654.34	8,037.05
		1,525.87	1,602.16	1,682.27	1,766.39	1,854.70
		38.14675	40.05408	42.05678	44.15963	46.36761
4272	POLICE CLERK, SUPERVISING	93,518.14	98,194.05	103,103.75	108,258.94	113,671.89
		7,793.18	8,182.84	8,591.98	9,021.58	9,472.66
		1,798.43	1,888.35	1,982.76	2,081.90	2,186.00
		44.96064	47.20868	49.56911	52.04757	54.64995
4280	POLICE IDENTIFICATION TECHNICIAN	95,266.30	100,029.62	105,031.10	110,282.66	115,796.79
		7,938.86	8,335.80	8,752.59	9,190.22	9,649.73
		1,832.04	1,923.65	2,019.83	2,120.82	2,226.86
		45.80111	48.09116	50.49572	53.02051	55.67153
4290	PROPERTY AND EVIDENCE SPECIALIST	80,517.10	84,542.96	88,770.11	93,208.62	97,869.05
		6,709.76	7,045.25	7,397.51	7,767.39	8,155.75
		1,548.41	1,625.83	1,707.12	1,792.47	1,882.10
		38.71014	40.64565	42.67794	44.81184	47.05243
4291	PROPERTY AND EVIDENCE SPECIALIST, SUPERVISING	90,895.90	95,440.70	100,212.73	105,223.37	110,484.54
		7,574.66	7,953.39	8,351.06	8,768.61	9,207.05
		1,748.00	1,835.40	1,927.17	2,023.53	2,124.70
		43.69995	45.88495	48.17920	50.58816	53.11757

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4300	PUBLIC SAFETY DISPATCHER	100,471.18	105,494.74	110,769.48	116,307.95	122,123.35
		8,372.60	8,791.23	9,230.79	9,692.33	10,176.95
		1,932.14	2,028.75	2,130.18	2,236.69	2,348.53
		48.30345	50.71863	53.25456	55.91728	58.71315
4301	PUBLIC SAFETY DISPATCHER, SENIOR	105,339.55	110,606.53	116,136.85	121,943.70	128,040.88
		8,778.30	9,217.21	9,678.07	10,161.97	10,670.07
		2,025.76	2,127.05	2,233.40	2,345.07	2,462.32
		50.64401	53.17621	55.83503	58.62678	61.55812
4302	PUBLIC SAFETY DISPATCHER, SUPERVISING	115,883.67	121,677.86	127,761.75	134,149.84	140,857.33
		9,656.97	10,139.82	10,646.81	11,179.15	11,738.11
		2,228.53	2,339.96	2,456.96	2,579.80	2,708.79
		55.71330	58.49897	61.42392	64.49511	67.71987
4310	PURCHASING SPECIALIST, SUPERVISING	98,162.77	103,070.91	108,224.45	113,635.68	119,317.46
		8,180.23	8,589.24	9,018.70	9,469.64	9,943.12
		1,887.75	1,982.13	2,081.24	2,185.30	2,294.57
		47.19364	49.55332	52.03099	54.63254	57.36416
4320	RECYCLING SPECIALIST	100,610.33	105,640.84	110,922.88	116,469.03	122,292.48
		8,384.19	8,803.40	9,243.57	9,705.75	10,191.04
		1,934.81	2,031.55	2,133.13	2,239.79	2,351.78
		48.37035	50.78887	53.32831	55.99473	58.79446
5081	TRAFFIC SIGNAL TECHNICIAN TRAINEE	87,105.75	91,461.04	96,034.09	100,835.79	105,877.58
		7,258.81	7,621.75	8,002.84	8,402.98	8,823.13
		1,675.11	1,758.87	1,846.81	1,939.15	2,036.11
		41.87776	43.97165	46.17024	48.47875	50.90268
5080	TRAFFIC SIGNAL TECHNICIAN	92,991.10	97,640.65	102,522.68	107,648.81	113,031.25
		7,749.26	8,136.72	8,543.56	8,970.73	9,419.27
		1,788.29	1,877.70	1,971.59	2,070.17	2,173.68
		44.70726	46.94262	49.28975	51.75424	54.34195
5082	TRAFFIC SIGNAL TECHNICIAN, SENIOR	101,619.85	106,700.84	112,035.88	117,637.67	123,519.55
		8,468.32	8,891.74	9,336.32	9,803.14	10,293.30
		1,954.23	2,051.94	2,154.54	2,262.26	2,375.38
		48.85570	51.29848	53.86340	56.55657	59.38440
4110	TRANSPORTATION ENGINEER, ASSOCIATE	138,812.40	145,753.02	153,040.67	160,692.70	168,727.33
		11,567.70	12,146.09	12,753.39	13,391.06	14,060.61
		2,669.47	2,802.94	2,943.09	3,090.24	3,244.76
		66.73673	70.07357	73.57725	77.25611	81.11891
5150	WASTEWATER COLLECTIONS SYSTEMS TRAINEE	69,251.66	72,714.24	76,349.95	80,167.45	84,175.82
		5,770.97	6,059.52	6,362.50	6,680.62	7,014.65
		1,331.76	1,398.35	1,468.27	1,541.68	1,618.77
		33.29407	34.95877	36.70671	38.54204	40.46914
5151	WASTEWATER COLLECTIONS SYSTEMS WORKER I	79,639.40	83,621.37	87,802.44	92,192.56	96,802.19
		6,636.62	6,968.45	7,316.87	7,682.71	8,066.85
		1,531.53	1,608.10	1,688.51	1,772.93	1,861.58
		38.28817	40.20258	42.21271	44.32335	46.53951

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5152	WASTEWATER COLLECTIONS SYSTEMS WORKER II	87,603.35	91,983.52	96,582.70	101,411.83	106,482.42
		7,300.28	7,665.29	8,048.56	8,450.99	8,873.54
		1,684.68	1,768.91	1,857.36	1,950.23	2,047.74
		42.11700	44.22285	46.43399	48.75569	51.19347
5153	WASTEWATER COLLECTIONS SYSTEMS WORKER III	96,363.69	101,181.87	106,240.96	111,553.01	117,130.66
		8,030.31	8,431.82	8,853.41	9,296.08	9,760.89
		1,853.15	1,945.81	2,043.10	2,145.25	2,252.51
		46.32870	48.64513	51.07738	53.63125	56.31282
5160	WATER DISTRIBUTION OPERATOR TRAINEE	74,742.14	78,479.25	82,403.21	86,523.37	90,849.54
		6,228.51	6,539.94	6,866.93	7,210.28	7,570.80
		1,437.35	1,509.22	1,584.68	1,663.91	1,747.11
		35.93372	37.73041	39.61693	41.59777	43.67766
5161	WATER DISTRIBUTION OPERATOR I	83,643.71	87,825.90	92,217.20	96,828.06	101,669.46
		6,970.31	7,318.83	7,684.77	8,069.01	8,472.46
		1,608.53	1,688.96	1,773.41	1,862.08	1,955.18
		40.21332	42.22399	44.33519	46.55195	48.87955
5162	WATER DISTRIBUTION OPERATOR II	95,746.98	100,534.33	105,561.05	110,839.10	116,381.06
		7,978.92	8,377.86	8,796.75	9,236.59	9,698.42
		1,841.29	1,933.35	2,030.02	2,131.52	2,238.10
		46.03220	48.33381	50.75050	53.28803	55.95243
5163	WATER DISTRIBUTION OPERATOR III	103,170.30	108,328.81	113,745.25	119,432.51	125,404.14
		8,597.53	9,027.40	9,478.77	9,952.71	10,450.35
		1,984.04	2,083.25	2,187.41	2,296.78	2,411.62
		49.60111	52.08116	54.68522	57.41948	60.29045
5164	WATER DISTRIBUTION SENIOR OPERATOR	108,328.12	113,744.53	119,431.76	125,403.35	131,673.52
		9,027.34	9,478.71	9,952.65	10,450.28	10,972.79
		2,083.23	2,187.39	2,296.76	2,411.60	2,532.18
		52.08083	54.68487	57.41912	60.29007	63.30458
5165	WATER DISTRIBUTION SUPERVISING OPERATOR	118,703.68	124,638.86	130,870.80	137,414.34	144,285.06
		9,891.97	10,386.57	10,905.90	11,451.20	12,023.76
		2,282.76	2,396.90	2,516.75	2,642.58	2,774.71
		57.06908	59.92253	62.91865	66.06459	69.36782
5170	WATER RESOURCES COORDINATOR	108,911.71	114,357.30	120,075.16	126,078.92	132,382.87
		9,075.98	9,529.78	10,006.26	10,506.58	11,031.91
		2,094.46	2,199.18	2,309.14	2,424.59	2,545.82
		52.36140	54.97947	57.72844	60.61487	63.64561
5171	WATER RESOURCES COORDINATOR - ELECTRICAL & INSTRUMENTATION	118,283.70	124,197.88	130,407.77	136,928.16	143,774.57
		9,856.98	10,349.82	10,867.31	11,410.68	11,981.21
		2,274.69	2,388.42	2,507.84	2,633.23	2,764.90
		56.86716	59.71052	62.69604	65.83085	69.12239
5172	WATER RESOURCES COORDINATOR - SOURCE CONTROL	120,065.51	126,068.79	132,372.23	138,990.84	145,940.38
		10,005.46	10,505.73	11,031.02	11,582.57	12,161.70
		2,308.95	2,424.40	2,545.62	2,672.90	2,806.55
		57.72380	60.61000	63.64050	66.82252	70.16364

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5173	WATER RESOURCES COORDINATOR - MAINTENANCE	117,097.86	122,952.75	129,100.39	135,555.41	142,333.18
		9,758.16	10,246.06	10,758.37	11,296.28	11,861.10
		2,251.88	2,364.48	2,482.70	2,606.83	2,737.18
		56.29705	59.11190	62.06750	65.17087	68.42941
5100	WR INSTRUMENT CONTROL TECHNICIAN	107,643.54	113,025.72	118,677.01	124,610.86	130,841.40
		8,970.30	9,418.81	9,889.75	10,384.24	10,903.45
		2,070.07	2,173.57	2,282.25	2,396.36	2,516.18
		51.75170	54.33929	57.05625	59.90907	62.90452
5110	WR LABORATORY TECHNICIAN	100,674.95	105,708.70	110,994.14	116,543.85	122,371.04
		8,389.58	8,809.06	9,249.51	9,711.99	10,197.59
		1,936.06	2,032.86	2,134.50	2,241.23	2,353.29
		48.40142	50.82149	53.36257	56.03070	58.83223
5120	WR MECHANIC I	98,949.43	103,896.90	109,091.75	114,546.34	120,273.66
		8,245.79	8,658.08	9,090.98	9,545.53	10,022.81
		1,902.87	1,998.02	2,097.92	2,202.81	2,312.96
		47.57184	49.95043	52.44796	55.07036	57.82388
5121	WR MECHANIC II	111,521.77	117,097.86	122,952.75	129,100.39	135,555.41
		9,293.48	9,758.16	10,246.06	10,758.37	11,296.28
		2,144.65	2,251.88	2,364.48	2,482.70	2,606.83
		53.61624	56.29705	59.11190	62.06750	65.17087
5131	WR OPERATOR - GRADE I	108,508.19	113,933.60	119,630.28	125,611.79	131,892.38
		9,042.35	9,494.47	9,969.19	10,467.65	10,991.03
		2,086.70	2,191.03	2,300.58	2,415.61	2,536.39
		52.16740	54.77577	57.51456	60.39028	63.40980
5132	WR OPERATOR - GRADE II	113,933.60	119,630.28	125,611.79	131,892.38	138,487.00
		9,494.47	9,969.19	10,467.65	10,991.03	11,540.58
		2,191.03	2,300.58	2,415.61	2,536.39	2,663.21
		54.77577	57.51456	60.39028	63.40980	66.58029
5133	WR OPERATOR - GRADE III	123,048.29	129,200.70	135,660.73	142,443.77	149,565.96
		10,254.02	10,766.73	11,305.06	11,870.31	12,463.83
		2,366.31	2,484.63	2,608.86	2,739.30	2,876.27
		59.15783	62.11572	65.22150	68.48258	71.90671
5130	WR OPERATOR - TRAINEE	94,354.95	99,072.70	104,026.33	109,227.65	114,689.03
		7,862.91	8,256.06	8,668.86	9,102.30	9,557.42
		1,814.52	1,905.24	2,000.51	2,100.53	2,205.56
		45.36296	47.63111	50.01266	52.51329	55.13896
5134	WR SENIOR OPERATOR	129,200.69	135,660.72	142,443.76	149,565.95	157,044.25
		10,766.72	11,305.06	11,870.31	12,463.83	13,087.02
		2,484.63	2,608.86	2,739.30	2,876.27	3,020.08
		62.11572	65.22150	68.48258	71.90671	75.50204
5141	WR SOURCE CONTROL INSPECTOR	114,348.10	120,065.51	126,068.79	132,372.23	138,990.84
		9,529.01	10,005.46	10,505.73	11,031.02	11,582.57
		2,199.00	2,308.95	2,424.40	2,545.62	2,672.90
		54.97505	57.72380	60.61000	63.64050	66.82252

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/05/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5140	WR SOURCE CONTROL TECHNICIAN	96,777.29	101,616.15	106,696.96	112,031.81	117,633.40
		8,064.77	8,468.01	8,891.41	9,335.98	9,802.78
		1,861.10	1,954.16	2,051.86	2,154.46	2,262.18
		46.52754	48.85392	51.29662	53.86145	56.55452
5135	WR SUPERVISING OPERATOR	143,230.79	150,392.33	157,911.95	165,807.55	174,097.93
		11,935.90	12,532.69	13,159.33	13,817.30	14,508.16
		2,754.44	2,892.16	3,036.77	3,188.61	3,348.04
		68.86096	72.30400	75.91921	79.71517	83.70093
4330	YOUTH SERVICES CASE COORDINATOR	96,304.63	101,119.86	106,175.85	111,484.64	117,058.87
		8,025.39	8,426.66	8,847.99	9,290.39	9,754.91
		1,852.01	1,944.61	2,041.84	2,143.94	2,251.13
		46.30030	48.61532	51.04608	53.59838	56.27830

CITY OF LIVERMORE
POLICE OFFICERS ASSOCIATION
EFFECTIVE 05/04/2026

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
3110	POLICE OFFICER	133,239.37	139,901.34	146,896.41	154,241.23	161,953.29
		11,103.28	11,658.45	12,241.37	12,853.44	13,496.11
		2562.30	2690.41	2824.93	2966.18	3114.49
		64.05739	67.26026	70.62327	74.15444	77.86216
3100	POLICE SERGEANT	165,790.66	174,080.19	182,784.20	191,923.41	201,519.58
		13,815.89	14,506.68	15,232.02	15,993.62	16,793.30
		3188.28	3347.70	3515.08	3690.83	3875.38
		79.70705	83.69240	87.87702	92.27087	96.88441
3120	POLICE TRAINEE (Non-Sworn)	46.66835	-	-	-	-

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$8,734 - $19,908/month
Effective July 13, 2026

Class Code	Classification	Monthly Salary Range		
		$15,927.14	-	$19,908.93
2030	Assistant Community Development Director			
2045	Assistant Public Works Director			
2060	City Engineer			
		$14,816.26	-	$18,520.33
2025	Assistant City Engineer			
2050	Building Official			
2090	Finance Manager			
2125	Maintenance Services Manager*			
2145	Planning Manager			
2220	Water Resources Division Manager			
		$14,198.91	-	$17,748.64
2005	Airport Manager			
2095	Housing & Human Services Manager			
2115	Information Technology Manager			
		$13,938.29	-	$17,422.86
2200	Senior Transportation Engineer			
		$13,374.89	-	$16,718.61
2140	Permit Center Manager			
		$13,348.00	-	$16,685.00
2190	Senior Civil Engineer			
		$13,188.56	-	$16,485.70
2040	Assistant Library Director			
2070	IT Operations Manager			
2165	Police Support Services Manager			
2170	Principal Planner			
		$12,804.43	-	$16,005.54
2055	City Clerk			
2100	Housing Programs Manager			
2105	Human Services Programs Manager			
2225	Water Resources Operations Manager			
2231	Water Resources Technical Programs Manager P.E.			
2240	Youth and Family Services Manager - Clinical			
		$12,541.78	-	$15,677.23
2085	Economic Development Manager			
		$12,089.18	-	$15,111.47
2035	Assistant Finance Manager			
2120	Inspection & Neighborhood Preservation Manager			
2230	Water Resources Technical Programs Manager			

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$8,734 - $19,908/month
Effective July 13, 2026

Class Code	Classification	Monthly Salary Range		
		$11,836.63	-	$14,795.79
2215	Water Distribution Operations Manager			
		$11,491.86	-	$14,364.83
2000	Accounting Supervisor			
2110	Information Technology Coordinator			
2195	Management Analyst, Senior			
2150	Police Business Services Manager			
2175	Public Works Manager			
2210	Network Engineer			
		$11,369.89	-	$14,212.36
2065	Construction Inspection Manager			
		$11,317.99	-	$14,147.49
2155	Police Facility & Equipment Manager			
		$11,062.84	-	$13,828.55
2006	Assistant Airport Manager			
2180	Public Works Supervisor			
		$10,740.62	-	$13,425.78
2020	Assistant City Clerk			
2135	Management Analyst II			
2160	Police Media & Community Relations Analyst			
2500	Public Works Environmental Health and Occupational Safety Programs Manager**			
		$9,521.21	-	$11,901.51
2205	Library Services Manager*			
		$8,734.62	-	$10,918.28
2080	Deputy City Clerk			
2130	Management Analyst I			

*Retitled

**New Position Added effective 6/8/2026

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
$17,167 - $26,613/month
Effective July 13, 2026

Class Code	Classification	Salary Range		
3000	Police Captain	$21,290.41	-	$26,613.02
3010	Police Lieutenant	$17,167.67	-	$21,459.59

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
$8,734 - $22,022/month
Effective July 13, 2026

Class Code	Classification	Monthly Salary Range		
2405	Assistant Administrative Services Director (Conf)	$15,927.14	-	$19,908.93
2440	Assistant City Attorney, Senior (Confidential)*	$17,618.13	-	$22,022.67
2442	Assistant City Attorney (Confidential)	$15,927.14	-	$19,908.93
2400	Assistant to the City Manager (Confidential)	$14,085.04	-	$17,606.31
2444	Deputy City Attorney (Confidential)**	$12,081.96	-	$15,102.45
2420	Human Resources Manager (Confidential)	$14,816.26	-	$18,520.33
2450	Human Resources Analyst, Senior (Conf)	$11,491.87	-	$14,364.83
2411	Human Resources Analyst II (Confidential)	$10,740.62	-	$13,425.78
2410	Human Resources Analyst I (Confidential)	$8,734.63	-	$10,918.28
2460	Management Analyst, Senior (Confidential)	$11,491.87	-	$14,364.83
2431	Management Analyst II (Confidential)	$10,740.62	-	$13,425.78
2430	Management Analyst I (Confidential)	$8,734.63	-	$10,918.28
2465	Risk Manager (Confidential)*	$14,198.91	-	$17,748.64

*Internal Equity Adjustment effective 04/20/2026
** Market Equity Adjustment effective 04/20/2026

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
$5,785 - $12,051/month
Effective July 13, 2026

Class Code	Classifications	Monthly Salary Range		
2600	Administrative Receptionist	$5,785.41	-	$7,231.76
2610	Administrative Specialist I	$6,696.44	-	$8,370.55
2611	Administrative Specialist II	$7,531.35	-	$9,414.18
2620	Executive Assistant	$9,641.27	-	$12,051.59
2630	Human Resources Clerk I	$6,696.44	-	$8,370.55
2631	Human Resources Clerk II	$7,366.84	-	$9,208.54
2640	Human Resources Technician	$8,083.35	-	$10,104.19
2650	Law Office Supervisor	$9,641.27	-	$12,051.59
2660	Legal Assistant	$8,006.53	-	$10,008.16

EXHIBIT A

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
$15,927 - $30,679/month
Effective November 16, 2026

Class Code	Classification	Monthly Salary Range		
1235	Police Chief*	$24,543.75	-	$30,679.69
1200	Assistant City Manager	$21,462.71	-	$26,828.39
1220	Community Development Director	$19,511.56	-	$24,389.45
1215	Administrative Services Director	$19,035.66	-	$23,794.58
1240	Public Works Director	$19,035.66	-	$23,794.58
1225	Innovation & Economic Development Dir	$18,571.38	-	$23,214.22
1230	Library Services Director	$18,571.38	-	$23,214.22
1205	Deputy City Manager	$15,927.14	-	$19,908.93
1210	Deputy City Manager/City Clerk	$15,927.14	-	$19,908.93

*6% Salary Adjustment effective 07/13/2026

CITY OF LIVERMORE
APPOINTED MANAGEMENT

Class Code	Classification	Annual Salary	Effective
1000	City Manager	$408,610.80	11/16/2026
1100	City Attorney	$354,236.10	11/16/2026

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Hourly Salary Range	Effective Date
8200	Department Assistant	$17.40 - $30.00	12/28/26
8205	Field/Maintenance Aide	$17.40 - $30.00	12/28/26
8210	Law Clerk	$17.40 - $26.00	12/28/26
8230	Temporary Librarian	$22.00 - $32.00	01/01/24
8235	Temporary Library Assistant	$20.00 - $30.00	01/01/24
8240	Temporary Library Clerk	$18.00 - $28.00	01/01/24
8215	Library Aide	$17.40 - $20.00	12/28/26
8220	Police Cadet	$17.40 - $26.00	12/28/26
8225	Special Projects Coordinator	$20.00 - $100.00	12/20/21

CITY OF LIVERMORE
RETIRED ANNUITANTS

Class Code	Classification	Hourly Salary Range	Effective Date
8500	Retired Annuitant - Assistant City Engineer	$85.48 - $106.85	07/13/26
8505	Retired Annuitant - Senior Civil Engineer	$77.01 - $96.26	07/13/26
8510	Retired Annuitant - Associate Civil Engineer	$66.74 - $81.12	10/05/26
8516	Retired Annuitant - Principal Planner	$76.08 - $95.10	07/13/26
8520	Retired Annuitant - Associate Planner	$62.40 - $75.85	10/05/26
8525	Retired Annuitant - Senior Planner	$65.43 - $79.54	10/05/26
8530	Retired Annuitant - Police Officer	$64.05 - $77.86	05/04/26
8535	Retired Annuitant - Public Safety Dispatcher	$48.30 - $58.71	10/05/26
8540	Retired Annuitant - Senior Management Analyst	$66.30 - $82.87	07/13/26
8545	Retired Annuitant - Senior Human Resources Analyst	$66.30 - $82.87	07/13/26
8550	Retired Annuitant - Public Works Supervisor	$63.82 - $79.78	07/13/26
8555	Retired Annuitant - Management Analyst II	$61.97 - $77.46	07/13/26
8560	Retired Annuitant - Administrative Clerk I	$33.17 - $40.32	10/05/26
8565	Retired Annuitant - Library Clerk	$33.17 - $40.32	10/05/26
8570	Retired Annuitant - Senior Mechanic	$51.70 - $62.84	10/05/26
8575	Retired Annuitant - Deputy City Clerk	$50.39 - $62.99	07/13/26
8580	Retired Annuitant - Assistant City Clerk	$61.97 - $77.46	07/13/26
8585	Retired Annuitant - City Clerk	$73.87 - $92.34	07/13/26
8590	Retired Annuitant - Administrative Services Director	$109.82 - $137.27	11/16/26
8591	Retired Annuitant - Finance Manager	$85.48 - $106.85	09/14/26

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 8.2**

DATE: October 26, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Introduce an Ordinance amending Section 1.28.060 of Chapter 1.28 Conflict of Interest Code of the Livermore Municipal Code to authorize the adoption and amendment of the list of designated positions by City Council resolution.

RECOMMENDED ACTION

Staff recommends the City Council introduce an Ordinance, and waive the first reading, amending Section 1.28.060 of Chapter 1.28 Conflict of Interest Code of the Livermore Municipal Code to authorize the adoption and amendment of the list of designated positions by City Council resolution.

SUMMARY

The City is required to review its Conflict of Interest Code biennially and amend it as necessary to reflect changes to designated positions. The proposed ordinance would amend Section 1.28.060 of the Livermore Municipal Code to authorize the City Council to adopt and update the list of designated positions by resolution, eliminating the need for subsequent ordinance amendments.

DISCUSSION

The Political Reform Act requires local agencies to adopt a Conflict of Interest Code identifying public officials, employees, and consultants who are required to file a Statement of Economic Interests (Form 700). The Code must identify positions that make or participate in making governmental decisions that may foreseeably have a material effect on financial interests.

The City is required to review its Conflict of Interest Code biennially and amend it as necessary to reflect additions, deletions, or other changes to designated positions. Currently, the list of designated filers is incorporated into the Livermore Municipal Code (LMC), and any modifications to the list require an ordinance amendment.

The proposed ordinance would amend Section 1.28.060 of the LMC by replacing the existing provisions with language authorizing the City Council to adopt and amend the list of designated positions by resolution.

LMC Section 1.28.060 currently reads:

"The persons listed in Appendix A[1] of this chapter are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

[1]Editor's Note: Appendix A is included as an attachment to this title."

Proposed language for LMC Section 1.28.060:

"Positions involved in making or participating in governmental decisions that may foreseeably have a material effect on economic interests shall be identified. The list of designated positions shall be reviewed biennially and adopted by resolution of the City Council."

The proposed amendment would allow the City Council to adopt and update the list of designated positions by resolution, eliminating the need for subsequent ordinance amendments, which require a first reading, second reading, and 30-day waiting period before taking effect.

Staff recommends that the City Council introduce an ordinance amending Section 1.28.060 of Chapter 1.28, Conflict of Interest Code, of the Livermore Municipal Code to authorize the adoption and amendment of the list of designated positions by City Council resolution.

FISCAL AND ADMINISTRATIVE IMPACTS

None.

COMMUNITY PILLAR

5: A City That Works

ATTACHMENTS

1. Amended Section 1.28.060 of Chapter 1.28
2. Ordinance

Prepared by: Olivia Nashed
City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Dustin Claussen
Administrative Services Director

Chapter 1.28

Conflict of Interest Code

1.28.060 Designated positions

Positions involved in making or participating in governmental decisions that may foreseeably have a material effect on economic interests shall be identified. The list of designated positions shall be reviewed biennially and adopted by resolution of the City Council.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING SECTION 1.28.060 OF CHAPTER 1.28, CONFLICT OF INTEREST CODE, OF THE LIVERMORE MUNICIPAL CODE TO AUTHORIZE THE ADOPTION AND AMENDMENT OF THE LIST OF DESIGNATED POSITIONS BY CITY COUNCIL RESOLUTION

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

Section 1. *Purpose.* The Political Reform Act of 1974 requires state and local agencies to adopt conflict of interest codes. Chapter 1.28 of the Livermore Municipal Code establishes the City's Conflict of Interest Code and currently requires amendments to be adopted by ordinance. The proposed ordinance would establish a more efficient amendment process by authorizing the City Council to adopt and amend the list of designated positions by resolution.

Section 2. *Amendment – Municipal Code.* The Livermore Municipal Code Section 1.28.060 Conflict of Interest Code is hereby amended as follows. Deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Municipal Code, which publication shall only reflect the final language.

~~The persons listed in Appendix A[1] of this chapter are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.~~

~~[1]Editor's Note: Appendix A is included as an attachment to this title.~~

Positions involved in making or participating in governmental decisions that may foreseeably have a material effect on economic interests shall be identified. The list of designated positions shall be reviewed biennially and adopted by resolution of the City Council.

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.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on October 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor, City of Livermore

ATTEST:

_____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney