



**CLAYTON CITY COUNCIL  
REGULAR MEETING AGENDA**

**Tuesday, May 7, 2024  
7:00 p.m.**

**Hoyer Hall, Clayton Community Library  
6125 Clayton Road, Clayton, CA 94517**

**Zoom Videoconference and Call-in:**

**Webinar:** <https://us02web.zoom.us/j/81342918951>

**Telephone:** 1 + (669) 900 - 9128 **Webinar ID:** 813 4291 8951

*Jim Diaz, Mayor*

*Kim Trupiano, Vice Mayor*

*Peter Cloven, Councilmember*

*Holly Tillman, Councilmember*

*Jeff Wan, Councilmember*

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**1. CALL TO ORDER AND ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENT ON NON - AGENDA ITEMS**

*Members of the public may address the City Council on non-agendized items within the Council's jurisdiction. To ensure an orderly meeting and an equal opportunity for everyone, each speaker is limited to three (3) minutes, or the time established by the Mayor. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked or may at its discretion request staff to report back at a future meeting concerning the matter.*

*Public comment and input on other agenda items will be allowed when each item is considered by the Council.*

#### 4. **CONSENT CALENDAR**

*Consent Calendar items are typically routine in nature and are considered for approval by one single motion. Members of the Council, audience, or Staff wishing an item removed from the Consent Calendar for purpose of public comment, question, discussion, or alternative action may request so through the Mayor.*

- a. Approval of Meeting Minutes
  - i. April 16, 2024
  - ii. April 30, 2024(City Clerk)  
[\(View\)](#)
- b. Adopt a Resolution renewing the authorization to invest monies in the Local Agency Investment Fund (“LAIF”) in accordance with Section 16429.1 of the California Government Code. LAIF is a pooled investment fund managed by the State of California Treasures Office. (City Manager)  
[\(View\)](#)
- c. Adopt a Resolution accepting the Playground Mat Replacement at The Grove performed by SPEC as complete; approving the Notice of Completion and directing the City Clerk to record same with the County Recorder; and authorizing the payment of all retained funds to SPEC 35 days after recording the Notice of Completion. (Community Development Director)  
[\(View\)](#)
- d. Adopt a Resolution making findings and declaring pursuant to Government Code section 54221 that certain real property located near the intersection of Clayton Road and Peacock Creek Drive comprising 1 acre of assessor’s parcel no. 118-370-077 and 4 acres of assessor’s parcel no. 118-520-011 is non-exempt surplus land, authorizing the City Manager to comply with the Surplus Land Act (Community Development Director)  
[\(View\)](#)
- e. Adopt a Resolution ordering the levying of a Special Tax for Fiscal Year 2024/25 within the High Street Permanent Road Division for the repayment of funds advanced for the reconstruction of the bridge and future maintenance. (City Engineer)  
[\(View\)](#)
- f. Adopt a Resolution confirming the levy of assessments for Fiscal Year 2024/25 within the Lydia Lane Sewer Assessment District for the repayment of bonds issued for the construction of municipal sanitary sewers. (City Engineer)  
[\(View\)](#)

- g. Adopt a Resolution ordering the levying of a Special Tax for Fiscal Year 2024/25 within the Oak Street Permanent Road Division for the future maintenance and administration. (City Engineer)  
[\(View\)](#)
- h. Adopt a Resolution confirming the levying of assessments for Fiscal Year 2024/25 within the Oak Street Sewer Assessment District for the repayment of bonds issued for the construction of municipal sanitary sewers. (City Engineer)  
[\(View\)](#)
- i. Approve an agreement with Waraner Brothers Tree service, for annual weed abatement services on City-owned public properties within the Landscape Maintenance District, for a term of May 1, 2024 through April 30, 2025, with an option for three (3) one-year extensions, for a total of four years. (Maintenance Supervisor)  
[\(View\)](#)

## 5. **RECOGNITIONS AND PRESENTATIONS**

- a. Proclamation Honoring Ed Moresi
- b. Prescribed Fire Presentation (Mount Diablo State Park)
- c. Countywide 2024 Local Hazard Mitigation Plan (Community Development Director)  
[\(View\)](#)

## 6. **REPORTS**

- a. City Manager / Staff
  - Link to ClearGov Transparency Portal:  
<https://cleargov.com/california/contra-costa/city/clayton/checkbook>

## 7. **PUBLIC HEARINGS**

(There are no Public Hearings scheduled for this meeting.)

## 8. **ACTION ITEMS**

- a. Authorize the City Manager to execute Amendment No. 1 to the City of Clayton's Professional Services Agreement with Theis Engineering & Associates for City Engineering Services which will extend the term of the agreement by one year from June 30, 2024 to June 30, 2025. (City Engineer)  
[\(View\)](#)

- b. Provide staff with direction on restriping Mountaire Parkway between Marsh Creek Road and Mountaire Circle (south, swim pool) from four to two traffic lanes. (City Engineer)  
[\(View\)](#)

9. **COUNCIL ITEMS** – Limited to Council requests and directives for future meetings.

10. **COUNCIL REPORTS**

11. **ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be May 21, 2024.

## Meeting Information and Access

- A complete packet of information containing staff reports and exhibits related to each public item is available for public review in City Hall located at 6000 Heritage Trail and on the City's website at [www.claytonca.gov](http://www.claytonca.gov)
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City Website at [www.claytonca.gov](http://www.claytonca.gov)
- Any writings or documents provided to a majority of the City Council after distribution of the agenda packet and regarding any public item on this agenda will be made available for public inspection in the City Clerk's office located at 6000 Heritage Trail during normal business hours and is available for review on the City's website at [www.claytonca.gov](http://www.claytonca.gov)
- If you have a physical impairment requiring special accommodation to participate, please call the City Clerk's office at least 72 hours (about 3 days) before the meeting on (925) 673-7300.

## Remote Access

The public may attend City Council meetings in-person or remotely via livestream on the City's website and through Zoom. As a courtesy, and technology permitting, members of the public may continue to provide live remote oral comment via the Zoom video conferencing platform. However, the City cannot guarantee that the public's access to teleconferencing technology will be uninterrupted, and technical difficulties may occur from time to time. Unless required by the Brown Act, the meeting will continue despite technical difficulties for participants using the teleconferencing option.

1. **Videoconference:** Click or visit the link on the front page of the meeting agenda. To access the webinar, you may download the Zoom client application or connect to the meeting in the web browser. You will be asked to enter your email address and name.

When the Mayor calls your item of interest, click the "raise hand" icon to be added to the speaker queue. The Clerk will identify you by name and you will hear "you have been unmuted" when it is your turn to provide public comment.

2. **Phone-in:** Dial the telephone number provided on the front page of the agenda. When prompted, enter the meeting ID. Once connected you will hear the meeting discussions but will remain muted. When your item of interest is called, please dial \*9 to "raise hand" and be added to the speaker queue. The Clerk will identify you by the last 4-digits of your phone number and you will hear "you have been unmuted" when it is your turn to provide public comment. To toggle between mute/unmute on your device, please dial \*6.

3. **E-mail Public Comments:** Public comment may also be sent to the City Clerk at [cityclerk@claytonca.gov](mailto:cityclerk@claytonca.gov) by 5:00 p.m. on the day of the meeting. All e-mailed public comments will be forwarded to the entire City Council and made part of the official meeting file.

Each person attending the meeting in-person, via videoconference, or call-in and who wishes to speak on an agendized or non-agendized matter (within the council's jurisdiction), shall have a set amount of time to speak as determined by the Mayor.

**MINUTES  
OF THE  
REGULAR MEETING  
CLAYTON CITY COUNCIL**

**TUESDAY, April 16, 2024**

1. **CALL TO ORDER AND ROLL CALL** – The meeting was called to order at 7:00 p.m. by Mayor Diaz held via a hybrid meeting format live in-person and Zoom videoconference and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California. Councilmembers present: Mayor Diaz, Vice Mayor Trupiano, and Councilmembers Cloven, Tillman, and Wan. Staff present: Interim City Manager Adam Politzer, Finance Director Prapti Aryal, City Engineer Larry Theis, Police Chief Richard McEachin, City Attorney Joanna Gin, and City Clerk Stephanie Cabrera-Brown.

2. **PLEDGE OF ALLEGIANCE** – *Led by Mayor Diaz.*

3. **PUBLIC COMMENT ON NON - AGENDA ITEMS**

*Keith Hayden – Spoke regarding concerns about staff turnover and requested the City Council investigate the reason.*

*H. Ray Asemi – Spoke regarding concerns about the set-up of the Oakhurst Country Club Solar Panel project.*

*Ed Hartley – Spoke regarding a social media post that discusses the CBCA and City Council.*

*Lauren Kindorf – Spoke regarding concerns about staff turnover and requested the City Council investigate the reason.*

*Rebecca Nolen – Spoke regarding concerns about- staffing turnover.*

*Bill Walcott – Welcomed the Interim City Manager, asked for an update on the Olivia Project parking, and requested that the community be engaged in the selection process of the next City Manager.*

*Terri Denslow - Spoke regarding concerns about staff turnover and requested the City Council investigate.*

*Gary Hood – Spoke regarding City Managers and the community culture.*

4. **CONSENT CALENDAR**

**It was moved by Councilmember Wan, seconded by Vice Mayor Trupiano, to approve the Consent Calendar item 4(a) – 4 (b) as submitted. (Passed 5-0).**

a. Approval of April 2, 2024, Meeting Minutes  
(City Clerk)

- b. Adopt a Resolution directing the preparation of an Engineer's Report for the Diablo Estates Benefit Assessment District, to initiate the process for setting the annual assessments for landscape and weed abatement services on the properties within the Diablo Estates subdivision. This assessment is collected through the property taxes collected by the County. (City Engineer)

**Resolution 13-2024**

## 5. **RECOGNITIONS AND PRESENTATIONS**

(There are no Recognitions or Presentations scheduled for this meeting.)

## 6. **REPORTS**

- a. City Manager / Staff
  - Link to ClearGov Transparency Portal:  
<https://cleargov.com/california/contra-costa/city/clayton/checkbook>

*Mayor Diaz introduced the new Interim City Manager, Adam Politzer, who then provided his professional background and shared his goals for the time he is with the City of Clayton.*

## 7. **PUBLIC HEARINGS**

(There were no Public Hearings scheduled for this meeting.)

## 8. **ACTION ITEMS**

- a. Consider the recommendation from the Budget & Audit Committee to appoint Frank Gavidia to seat 3 and renew the term for existing members: Hank Stratford and Howard Kaplan, to the Community Financial Sustainability Committee for two-year terms expiring December 31, 2026. (Finance Director)

*Finance Director Prapti Aryal provided an overview of the Financial Sustainability Committee and selection/appointment process. Following discussion by the City Council, Mayor Diaz opened the item to public comment:*

*Scott Denslow – Shared concerns regarding the candidate being appointed to seat 3.*

*Bill Walcott – Spoke in support of the appointments.*

*Howard Kaplan – Spoke regarding his qualifications, requested a written brief on the Brown Act and how the committee complies with it. Mr. Kaplan also requested to hear from individual council members on their expectations/scope of work and other input on the work the committee will be focusing on.*

*Hank Stratford spoke regarding his qualifications and his previous experience working with the Clayton City Budget as a former city council member.*



*Frank Gavidia spoke regarding his qualifications and his goals for the committee.*

*Mayor Diaz reopened Public Comment after the candidates spoke. There were no additional members of the public wishing to speak.*

**It was moved by Councilmember Wan, seconded by Vice Mayor Trupiano, to appoint Frank Gavidia to seat 3 and renew the term for existing members: Hank Stratford and Howard Kaplan, to the Community Financial Sustainability Committee for two-year terms expiring December 31, 2026. (Passed 1-0-1 Councilmember Cloven Abstained).**

9. **COUNCIL ITEMS** – Limited to Council requests and directives for future meetings.

*Councilmember Tillman requested to hire a third-party investigator to discuss in further detail and to have a session on governance*

*Councilmember Wan requested a discussion regarding lane striping at the entrance of Dana Hills be agendized.*

10. **COUNCIL REPORTS**

*Councilmember Cloven attended meetings for: Trans Pac; Clayton Pride; attended the Skylar Bistro Ribbon cutting; and shared information on the Clayton Cleans Up event on April 20, 2024.*

*Councilmember Wan attended a meeting for East Bay Leadership Council; and thanked Congressman Mark DeSaulnier and his staff for their assistance with facilitating a trip to Washington D.C.*

*Councilmember Tillman attended meetings for: East Bay Division League of California Cities; Clayton Pride; Mayors and Councils round table; ConFire/Firewise; met with the Interim City Manager; Services FOR*

*Vice Mayor Trupiano attended meetings for: Mayors Conference; Clayton Community Library Foundation; met with the Interim City Manager; attended the Skylar Bistro and will attend meetings for: East Contra Costa Conservancy; and City Sponsored Special Events Committee. The Vice Mayor also shared that she would be resigning from the CBCA.*

*Mayor Diaz attended meetings for: County Connection Operations Subcommittee; Mayors Conference; Clayton BBQ planning meeting; Swearing in of the Police Officer; attended the Skylar Bistro Ribbon Cutting; the Contra Costa Bar Association 90<sup>th</sup> anniversary celebration; attended the celebration of life ceremony for Michael Carney; and met with the Interim City Manager.*

11. **ADJOURNMENT** - on a call by Mayor Diaz, the City Council adjourned its meeting at 8:39 p.m.

*Please note the Minutes of this meeting set forth all actions taken by the City Council on the matters stated, but not necessarily in the chronological sequence in which the matters were taken up.*

Respectfully submitted,

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Stephanie Cabrera-Brown, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

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Jim Diaz, Mayor

**MINUTES  
OF THE  
SPECIAL MEETING  
CLAYTON CITY COUNCIL**

**TUESDAY, April 30, 2024**

1. **CALL TO ORDER AND ROLL CALL** – The meeting was called to order at 6:00 p.m. by Mayor Diaz, held in-person from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California. Councilmembers present: Mayor Diaz, Vice Mayor Trupiano, and Councilmembers Cloven, Tillman, and Wan. Staff present: Interim City Manager Adam Politzer.

2. **PLEDGE OF ALLEGIANCE** – Led by Mayor Diaz.

3. **PUBLIC COMMENT ON NON - AGENDA ITEMS**

*There were no members of the public present to provide public comment.*

4. **CLOSED SESSION**

a. Public Employee Appointment (Gov. Code 54957)  
Title: City Manager

*Action: Staff provided with direction; no reportable action was taken.*

5. **ADJOURNMENT**

On a call by Mayor Diaz, the City Council adjourned its meeting at 6:53 p.m.

*Please note the Minutes of this meeting set forth all actions taken by the City Council on the matters stated, but not necessarily in the chronological sequence in which the matters were taken up.*

Respectfully submitted,

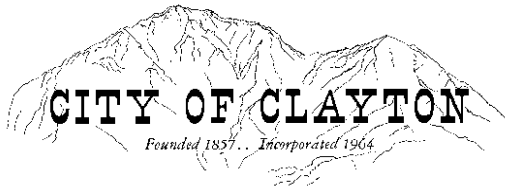
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Stephanie Cabrera-Brown, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

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Jim Diaz, Mayor



City Council Agenda Item 4b

## STAFF REPORT

**TO:** Honorable Mayor and Councilmembers

**FROM:** Adam Politzer, Interim City Manager

**DATE:** May 7, 2024

**SUBJECT:** Renew Signature Authorizations for Investing City Funds in the Local Agency Investment Fund (LAIF)

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### **RECOMMENDATION**

Adopt a Resolution renewing the authorization to invest monies in the Local Agency Investment Fund ("LAIF") in accordance with Section 16429.1 of the California Government Code. LAIF is a pooled investment fund managed by the State of California Treasures Office.

### **BACKGROUND**

The Local Agency Investment Fund is a voluntary program created by State statute in 1977 as an investment alternative for California's local governments. This program is administered by the State Treasurer's Office with monies from the LAIF invested with State monies through the Pooled Money Investment Account ("PMIA"). This program offers local agencies the opportunity to participate in a major portfolio that invests billions of dollars using the investment expertise of the State Treasurer's Office investment staff. At the end of each calendar quarter, all interest earned in the Fund is distributed by LAIF to the participating governmental agencies directly proportionate to their respective amounts deposited in the Fund and the length of time such amounts remained therein. Prior to the distribution, an amount equal to the reasonable costs of making the investments, not to exceed one-half of 1 percent of the earnings of the Fund, is deducted from the interest earnings. A statement is sent to all fund participants showing balances and transactions for the month.

## **DISCUSSION**

As of March 31, 2024, the City had \$30K invested in LAIF. Investing in LAIF is an authorized investment in the City's Investment Policy that meets the investment objective of safety. Under Federal Law, the State of California cannot declare bankruptcy; specifically, Section 16429.3 of the State Government Code states that monies placed with the Treasurer for deposit in the LAIF shall not be subject to impound or seizure by any State official or State agency. California Government Code Section 16429.4 was added in 2002 and states that the State cannot withhold LAIF monies if they fail to adopt a budget by the June 30th deadline.

Due to staff turnover and title changes, staff is requesting the approval of the attached Resolution, which will renew authorization to invest monies not required for immediate cash flow needs in the LAIF and designate those authorized to complete such transactions.

## **FISCAL IMPACT**

Approval of this resolution will allow the City staff to invest the excess funds and can earn interest. These funds are liquid and can be available for use within one day.

## **CEQA IMPACT**

None

## **ATTACHMENTS**

1. Resolution LAIF Authorization

**RESOLUTION NO. XX-2024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON  
DESIGNATING CITY PERSONNEL AUTHORIZED TO INVEST MONIES IN THE  
LOCAL AGENCY INVESTMENT FUND (LAIF)**

**THE CITY COUNCIL  
City of Clayton, California**

**WHEREAS**, pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the City of Clayton does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interests of the City of Clayton; and

**WHEREAS**, this Resolution supersedes and replaces prior authorities stipulated in Resolution No. 50-2023.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Clayton does hereby authorize the deposit and withdrawal of City of Clayton monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

**BE IT FURTHER RESOLVED**, that the following City of Clayton officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund.

City Manager

Executive Assistant to the City Manager

Finance Director

City Treasurer

City Clerk

*[Remainder of page intentionally left blank.]*

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Clayton, California, at a regular meeting thereof held on the 7<sup>th</sup> day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY COUNCIL OF CLAYTON, CA

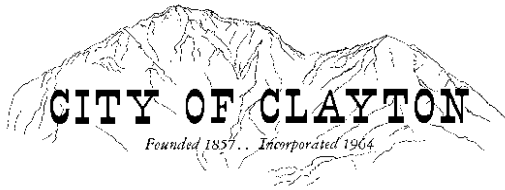
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Jim Diaz, Mayor

ATTEST:

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City Clerk



City Council Agenda Item 4c

## STAFF REPORT

**TO:** Honorable Mayor and Councilmembers

**FROM:** Dana Ayers, AICP, Community Development Director

**DATE:** May 7, 2024

**SUBJECT:** Adoption of a Resolution Accepting the Installation of the Playground Mat Replacement at The Grove Performed by Specified Equipment Company (SPEC) as Complete; Approving the Notice of Completion and Directing the City Clerk to Record Same with the County Recorder; and Authorizing the Payment of All Retained Funds to SPEC 35 Days After Recording the Notice of Completion (CEQA Status: Exempt)

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### **RECOMMENDATION**

Adopt a Resolution accepting the Playground Mat Replacement at The Grove performed by SPEC as complete; approving the Notice of Completion and directing the City Clerk to record same with the County Recorder; and authorizing the payment of all retained funds to SPEC 35 days after recording the Notice of Completion.

### **BACKGROUND**

On February 6, 2024, the City Council adopted Resolution No. 3-2024 authorizing award of a contract to SPEC to replace the poured-in-place rubberized surface below the children's play structures at The Grove. The rubberized mat had patches, holes and was generally compressed, and it was buckling where root systems of the nearby trees had broken ground surface. At an estimated cost of \$105,980, the work associated with this replacement exceeded \$60,000, and in accordance with the City's Purchasing Policy (Resolution No. 05-2022), the City Council held the authority to award or reject the contract for the work.

The work approved by the Council on February 6, 2024, was within the scope of Capital Improvement Project No. 10455, which was approved by the City Council on March 15, 2022, (Resolution No. 21-2022) and included various facilities and equipment replacement and installations at The Grove. The overall project, including the rubberized mat replacement,



encompasses various components, the cost of which are eligible for reimbursement under the City's Recreational Infrastructure Revenue Enhancement (RIRE) grant award (Senate Bill 5 [DeLeon, Chapter 852, statutes of 2017], codified in Public Resources Code section 80066).

## **DISCUSSION**

SPEC commenced work to replace the rubberized mat at The Grove playground on April 8, 2024. The work was completed within about 10 days, and the playground has been re-opened to the public. Staff is recommending that the City Council accept the Playground Mat Replacement at The Grove project as complete and order filing of the Notice of Completion.

## **FISCAL IMPACT**

The approved budget established for CIP No. 10455 was \$250,000 (the RIRE grant allocation), and the contract with SPEC for the mat replacement was \$105,980. The project was completed at the contracted amount with no additional unexpected costs. As of the date of this staff report, the City has made payments totaling \$100,681 to SPEC while retaining \$5,299 (5 percent) pending completion and acceptance of the project, in accordance with the terms of the contract. With the City Council acceptance of the work and the recording of the Notice of Completion, the City will release all retained funds to SPEC 35 days after recordation of the Notice of Completion as long as no claims are made against SPEC by a material supplier or subcontractor.

The total cost for the project is eligible for reimbursement under the City's RIRE grant award from the State Department of Parks and Recreation.

## **CEQA IMPACT**

Replacement of the existing rubberized mat below the play structures at The Grove is exempt from the California Environmental Quality Act (CEQA) under Categorical Exemption Class 2 (Replacement or Reconstruction), section 15302 of the State CEQA Guidelines.

## **ATTACHMENTS**

1. Resolution Accepting the Playground Mat Replacement at The Grove
2. Notice of Completion

**RESOLUTION NO. XX-2024**

**A RESOLUTION ACCEPTING THE PLAYGROUND MAT REPLACEMENT AT THE GROVE PROJECT (PART OF CIP NO. 10455) PERFORMED BY SPECIALIZED PLAYGROUND EQUIPMENT COMPANY AS COMPLETE; APPROVING THE NOTICE OF COMPLETION AND DIRECTING THE CITY CLERK TO RECORD SAME WITH THE COUNTY RECORDER; AND AUTHORIZING THE PAYMENT OF ALL RETAINED FUNDS TO SPECIALIZED PLAYGROUND EQUIPMENT COMPANY 35 DAYS AFTER RECORDING OF THE NOTICE OF COMPLETION**

**THE CITY COUNCIL  
City of Clayton, California**

**WHEREAS**, on February 6, 2024, the City Council of Clayton, California adopted Resolution No. 3-2024 approving a contract with Specialized Playground Equipment Company (SPEC) to replace the poured-in-place rubberized surface below the children's play structures at The Grove, a component of Capital Improvement Project (CIP) No. 10455; and

**WHEREAS**, SPEC represents that it has completed construction of the work and that the project is now ready for acceptance by the City; and

**WHEREAS**, the City Council must accept the work as complete and order the filing of a Notice of Completion prior to release of the retained funds; and

**WHEREAS**, the City Maintenance Superintendent and Community Development Director recommend that the City Council adopt this Resolution accepting the Playground Mat Replacement at The Grove (part of CIP No. 10455) performed by SPEC; approving the Notice of Completion and directing the City Clerk to record same with the County Recorder; and authorizing the payment of all retained funds to SPEC 35 days after recording the Notice of Completion.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Clayton, California, does hereby accept as complete, as of the date of adoption of this Resolution, the Playground Mat Replacement at The Grove (part of CIP No. 10455) performed by SPEC; approves the Notice of Completion and directs the City Clerk to record same with the County Recorder; and authorizes the payment of all retained funds to SPEC 35 days after recording the Notice of Completion.

*[Remainder of page intentionally left blank.]*

**PASSED, APPROVED AND ADOPTED** by the City Council of Clayton, California, at a regular public meeting thereof held on the 7<sup>th</sup> day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

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Jim Diaz, Mayor

ATTEST:

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City Clerk

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

City Clerk/Community Development Director  
City of Clayton  
6000 Heritage Trail  
Clayton, CA 94517

NO FEE DOCUMENT  
(Government Code section 27383)

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**NOTICE OF COMPLETION**  
**for**  
**City of Clayton, Playground Mat Replacement at The Grove**  
**CIP No. 10455**  
(Contractor: Specified Play Equipment Company)

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NOTICE IS HEREBY GIVEN that the undersigned is the Owner of a work of improvement described as the Playground Mat Replacement at The Grove, Clayton, Capital Improvement Project No. 10455, and of the real property on which the work of improvement is situated, which real property is located in the County of Contra Costa, State of California, and specifically described as follows: The Grove public park, located on the southwestern corner of the intersection of Marsh Creek Road and Main Street, Clayton, California 94517.

That the undersigned, as Owner of the above-described property, on February 6, 2024, entered into a contract with Specialized Play Equipment Company for the construction of the above-described work of improvement, with a copy of the contract filed for record in the City Clerk's office in the City of Clayton, Contra Costa County, California.

That on April 19, 2024, the work of improvement was actually completed by Specialized Playground Equipment Company, and the work was completed and accepted by the City of Clayton, on May 7, 2024.

That the nature of the interest of the undersigned is as a fee simple ownership of a public park (The Grove) in the above-described real property.

That the name and address of the undersigned Owner of the above-described property is:

City of Clayton  
6000 Heritage Trail  
Clayton, California 94517

I hereby certify, under penalty of perjury, that the above Notice of Completion was duly accepted by the City Council of the City of Clayton at a meeting thereof held on May 7, 2024.

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Stephanie Cabrera-Brown, City Clerk

[VERIFICATION ON FOLLOWING PAGE]

**VERIFICATION**

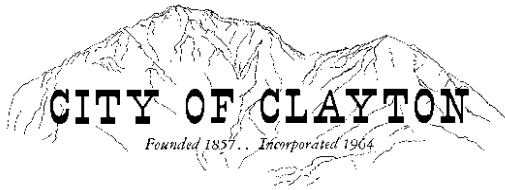
I, Adam Politzer, state that I am the Authorized Agent of the Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

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

Executed on this 8<sup>th</sup> day of May 2024, at Clayton, California.

CITY OF CLAYTON,  
A municipal corporation

By: \_\_\_\_\_  
Adam Politzer, Interim City Manager



City Council Agenda Item 4d

## STAFF REPORT

**TO:** Honorable Mayor and Councilmembers

**FROM:** Dana Ayers, AICP, Community Development Director

**DATE:** May 7, 2024

**SUBJECT:** Resolution Making Findings And Declaring Pursuant To Government Code Section 54221 That Certain Real Property Located Near The Intersection Of Clayton Road And Peacock Creek Drive Comprising 1 Acre Of Assessor's Parcel No. 118-370-077 And 4 Acres Of Assessor's Parcel No. 118-520-011 Is Non-Exempt Surplus Land, Authorizing The City Manager To Comply With The Surplus Land Act

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### **RECOMMENDATION**

Adopt a Resolution making findings and declaring pursuant to Government Code section 54221 that certain real property located near the intersection of Clayton Road and Peacock Creek Drive comprising 1 acre of assessor's parcel no. 118-370-077 and 4 acres of assessor's parcel no. 118-520-011 is non-exempt surplus land, authorizing the City Manager to comply with the Surplus Land Act.

### **BACKGROUND**

On March 19, 2024, the City Council gave direction to staff to initiate the process to declare 1 acre of APN 118-370-077 and 4 acres of APN 118-520-001, as described and depicted in Exhibit A of the Resolution ("Property"), as surplus land pursuant to the Surplus Land Act. As noted in the staff report presented at that meeting, the Property is open space owned by the City and does not have any other designated use for City operations. Additionally, the development potential of the Property is small relative to the total acreage of the parcels of which they are a part (APN 118-380-077 is 239.93-acres and APN 118-370-077 is 10.93-acres, for a total of 250.86 acres). Therefore, with development of the 5 acres encompassed on the Property, the two parcels would predominantly remain in undeveloped open space. The open space currently requires some management by City staff through weed abatement to assist in fire prevention, but other than that work, this open space is left unmanaged.

## **DISCUSSION**

Effective January 1, 2020, AB 1486 amended the Surplus Land Act, Government Code Section 54220 et seq. (“SLA”), which prescribes the process for disposal of surplus land.

The SLA requires all local agencies to prioritize affordable housing, as well as parks and open space, when disposing of surplus land. New legislation which took effect on January 1, 2020, requires that before a local agency takes any action to dispose of land, the land must be declared either “surplus land” or “exempt surplus land,” as supported by written findings. “Surplus land” means the land owned by a local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use.

City staff has determined the Property is “surplus land” that is subject to the SLA process, and that no exceptions apply. Accordingly, before taking steps to lease or sell the Property, the City needs to comply with the SLA by taking formal action to declare the property surplus. The SLA process for “surplus land” involves the following steps:

1. After designating real property as non-exempt surplus land, the City must send Notices of Availability to affordable housing developers, public agencies, and other entities required to receive notice under the SLA.
2. Any party receiving a Notice of Availability interested in leasing/buying the surplus property must notify the City in writing within 60 days after the Notice of Availability is transmitted.
3. If The City receives a notice of interest, the City must enter into good faith negotiations to determine a mutually satisfactory sale or lease price and terms.

Nothing in the SLA prevents the City from obtaining fair market value for the disposition of surplus land. If the price or terms cannot be agreed upon after a good faith negotiation period of not less than 90 days, the land may be disposed of without further regard to SLA procedures, other than submitting a report to HCD and recording an affordability covenant on the Property.

After the City has sent Notices of Availability and concluded attempts to negotiate in good faith with any interested party, the City must provide a report to HCD. HCD then has 30 days to notify the City whether it has violated the SLA. The City would then have 60 days to correct the violation or to submit findings as to why the law was not violated.

The City will be required to record an affordability covenant on the Property.

Adopting the attached Resolution will declare that the property is “surplus land” under the SLA and direct staff to comply with the SLA.

## **FISCAL IMPACT**

The fiscal impact to the City will ultimately be determined by the market price of the land and the interest received in the land. Expenses such as a certified appraisal and City Attorney staff time will be incurred if the Property is declared surplus and moves forward under the SLA process.

## **CEQA IMPACT**

The action at tonight's meeting is not a binding commitment to any particular course of action and, therefore, is not subject to the California Environmental Quality Act (CEQA, Public Resources Code section 21000 *et seq.*) and State CEQA Guidelines (California Code of Regulations section 15000 *et seq.*) Furthermore, the action is exempt from environmental review pursuant to the exemption provided in CEQA Guidelines section 15312, which applies to the declaration and sale of surplus government property.

## **ATTACHMENTS**

1. Resolution Making Findings and Declaring Non-Exempt Surplus Land



**RESOLUTION NO. XX-2024**

**A RESOLUTION MAKING FINDINGS AND DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT CERTAIN REAL PROPERTY LOCATED NEAR THE INTERSECTION OF CLAYTON ROAD AND PEACOCK CREEK DR COMPRISING 1 ACRE OF ASSESSOR'S PARCEL NO. 118-370-077 AND 4 ACRES OF ASSESSOR'S PARCEL NO. 118-520-011 IS NON-EXEMPT SURPLUS LAND, AUTHORIZING THE CITY MANAGER TO COMPLY WITH THE SURPLUS LAND ACT**

**THE CITY COUNCIL  
City of Clayton, California**

**WHEREAS**, the City of Clayton (City) is the owner in fee simple of that certain real property identified as 1 acre of Assessor's Parcel No. (APN) 118-370-077 and 4 acres of APN 118-520-001, located near the intersection of Peacock Creek Dr and Clayton Road, as more particularly identified and depicted in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, the City no longer has any use for the Property; and

**WHEREAS**, the Surplus Land Act, Government Code sections 54220 et seq. (as amended, the "Act"), applies when a local agency disposes of "surplus land," as that term is defined in Government Code section 54221; and

**WHEREAS**, the Property is "surplus land" under the Act, because it is land owned in fee simple by the City for which the City Council will take formal action (in the form of adoption of this resolution) in a regular public meeting declaring that the land is surplus and is not necessary for the City's use; and

**WHEREAS**, the Act requires that prior to the disposal of any surplus land, unless an exemption applies, a local agency must issue a Notice of Availability to, among others, affordable housing developers, and thereafter, if any entity submits a qualified Notice of Interest within sixty (60) days of issuance of the Notice of Availability, the local agency must negotiate in good faith for at least ninety (90) days with any such submitting entities; and

**WHEREAS**, the Property is not exempt from the Act; and

**WHEREAS**, the declaration and sale of surplus government property is not a binding commitment to any particular course of action and, therefore, is not subject to the California Environmental Quality Act (CEQA, Public Resources Code section 21000 et seq.) and furthermore is exempt from CEQA pursuant to section 15312 of the State CEQA Guidelines (California Code of Regulations section 15000 et seq.); and

**WHEREAS**, the City Council finds as follows:

1. The Property does not hold operational value to the City and would be better served for the City to declare as surplus, thus allowing the marketplace to provide a better long-term use of the Property.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Clayton, California as follows:

**SECTION 1:** The above recitals are true and correct and are a substantive part of this Resolution and findings of the City Council.

**SECTION 2:** The City Council hereby finds and declares that the Property is “surplus land” as used in the Act, because the Property is owned in fee simple by the City, and the Property is surplus and not necessary for the City’s use.

**SECTION 3:** The City Council hereby authorizes the City Manager or designee to take all necessary actions to fully comply with the Act without further need to obtain further Council approval.

**SECTION 4:** If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

**SECTION 5:** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** by the City Council of Clayton, California, at a regular public meeting thereof held on the 7<sup>th</sup> day of May, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

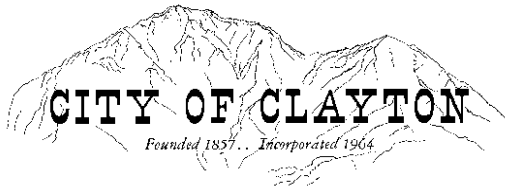
ATTEST:

City Clerk

**Exhibit A**

The Property consists of the 1-acre portion of Assessor's Parcel No. (APN) 118-370-077 and 4-acre portion of APN 118-520-001 outlined in yellow and blue below.





City Council Agenda Item 4e

## STAFF REPORT

**TO:** Honorable Mayor and Councilmembers

**FROM:** Larry Theis, P.E., City Engineer

**DATE:** May 7, 2024

**SUBJECT:** A RESOLUTION ORDERING THE LEVYING OF A SPECIAL TAX FOR FISCAL YEAR 2024/25 WITHIN THE HIGH STREET PERMANENT ROAD DIVISION FOR THE REPAYMENT OF FUNDS ADVANCED FOR THE RECONSTRUCTION OF THE BRIDGE AND FUTURE MAINTENANCE PURSUANT TO THE STREETS AND HIGHWAY CODE, ARTICLE 3, SECTION 1173, et seq.

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### **RECOMMENDATION**

Adopt a Resolution confirming the levying of assessments for Fiscal Year 2024/25 within the High Street Bridge Assessment District for the repayment of bonds issued for the construction and maintenance of roadway bridge improvements.

### **BACKGROUND**

The High Street Permanent Road Division was formed in 1999 providing a mechanism for property owners to repay funds advanced by the City for the reconstruction of High Street Bridge over Mitchell Creek. In addition to capital repayment, the annual levy includes funds for the long-term maintenance of the bridge.

The City agreed to fund half the cost of the bridge and the remainder was to be paid by the property owners within the Division. The former Clayton Redevelopment Agency (now the "Successor Agency" by state dissolution law) funded the reconstruction of the bridge and repayment was spread over 30 years with a 6% interest rate. In addition, the annual levy includes an amount of \$60 per parcel dedicated to future bridge maintenance. The City has absorbed all the administrative costs. Through the end of Fiscal Year 2023-24, \$101,588.78 will have been collected towards the repayment of principal and interest due on the note that was used to finance the construction of the bridge, and \$7,500.00 for future maintenance.

Please note, the property owner of APN 119-040-023 paid-off their portion of the special tax in full in 2014, and that prepayment was used to repay a portion of the note.

In the Resolution it is noted there are varying levy amounts. These amounts were based on a formula negotiated with the property owners when the Division was formed.

The first special tax to repay the costs of bridge construction was levied in Fiscal Year 1999/00 and the final special tax to repay the construction will be levied in Fiscal Year 2028/29. It should be noted that the portion of the special tax for bridge maintenance will continue indefinitely.

### **DISCUSSION**

Staff recommends the City Council approve the attached Resolution ordering the levying of a Special Tax for Fiscal Year 2024/25 within the High Street Permanent Road Division for the repayment of funds advanced for the reconstruction of the bridge and future maintenance.

### **FISCAL IMPACT**

The Fiscal Year 2024/25 annual special tax will generate \$1,754.00. If this Resolution is not approved, money owed to the Successor Agency by the property owners will not be repaid and funds will not be available for future bridge maintenance.

### **CEQA IMPACT**

None

### **ATTACHMENTS**

1. Resolution Ordering the Levying of a Special Tax for Fiscal Year 2024/25

**RESOLUTION NO. XX-2024**

**A RESOLUTION ORDERING THE LEVYING OF A SPECIAL TAX FOR FISCAL YEAR 2024/25 WITHIN THE HIGH STREET PERMANENT ROAD DIVISION FOR THE REPAYMENT OF FUNDS ADVANCED FOR THE RECONSTRUCTION OF THE BRIDGE AND FUTURE MAINTENANCE PURSUANT TO THE STREETS AND HIGHWAY CODE, ARTICLE 3, SECTION 1173, et seq.**

**THE CITY COUNCIL  
City of Clayton, California**

**WHEREAS**, by passage of Resolution 34-98, the City Council ordered the formation of the High Street Permanent Road Division for the purpose of reconstructing and maintaining the High Street Bridge over Mitchell Creek; and

**WHEREAS**, the City Council received petitions, signed by a majority of the property owners within the Division, requesting construction of a new bridge over Mitchell Creek and the levy of a special tax to pay for the construction and for the future maintenance of the bridge; and

**WHEREAS**, the City Council called for an election on February 26, 1999 to approve the levy of a special tax; and

**WHEREAS**, the City Clerk and City Engineer then certified that ballots approving the special tax were received from more than two-thirds of the property owners in both number and valuation; and

**WHEREAS**, said approved special tax must be re-levied each fiscal year;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Clayton, California, does hereby resolve as follows:

1. Order the levy of special taxes for Fiscal Year 2024/25 on those parcels within the High Street Permanent Road Division for the reconstruction and maintenance of the bridge over Mitchell Creek.
2. List the annual tax rates for each parcel for the reconstruction and maintenance as follows:

<b>APN</b>	<b>Current Owner</b>	<b>Reconstruction</b>	<b>Bridge Maintenance</b>	<b>Total</b>
119-040-021	UTLEY GLORIA J TRE	\$545.00	\$60.00	\$605.00
119-040-023	MORGAN JOHN T & PAMELA D TRE	\$0.00	\$60.00	\$60.00
119-040-024	DAVIS SHARON LEE TRE	\$364.00	\$60.00	\$424.00
119-050-008	CLAYTON CITY OF	\$0.00	\$60.00	\$60.00
119-050-036	CLAYTON COMMUNITY CHURCH INC	\$545.00	\$60.00	\$605.00
<b>Total Special Tax:</b>		<b>\$1,454.00</b>	<b>\$300.00</b>	<b>\$1,754.00</b>

3. Order that special taxes be levied and collected by the County of Contra Costa along with the regular property taxes.

**PASSED, APPROVED AND ADOPTED** by the City Council of Clayton, California at a regular public meeting thereof held on the 7th day of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

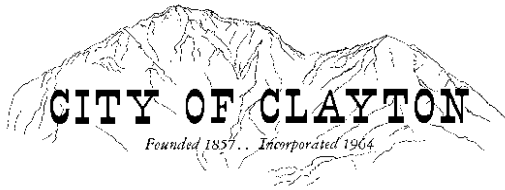
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Jim Diaz, Mayor

ATTEST:

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City Clerk



City Council Agenda Item 4f

## STAFF REPORT

**TO:** Honorable Mayor and Councilmembers

**FROM:** Larry Theis, P.E., City Engineer

**DATE:** May 7, 2024

**SUBJECT:** A RESOLUTION CONFIRMING THE LEVY OF ASSESSMENTS FOR FISCAL YEAR 2024/25 WITHIN THE LYDIA LANE SEWER ASSESSMENT DISTRICT FOR THE REPAYMENT OF BONDS ISSUED FOR THE CONSTRUCTION OF MUNICIPAL SANITARY SEWERS

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### **RECOMMENDATION**

Adopt a Resolution confirming the levying of assessments for Fiscal Year 2024/25 within the Lydia Lane Sewer Assessment District for the repayment of bonds issued for the construction of municipal sanitary sewers

### **BACKGROUND**

The Lydia Lane Sewer Assessment District was formed to fund the installation of sanitary sewers and sewer laterals in the Lydia Lane and Verna Way area south of Clayton Road.

The City issued bonds to provide funding for the construction of the sewer improvements. The bonds are being repaid by the property owners through annual assessments collected by the County through each property owner's property taxes. Along with the principal and interest, the assessments also include an administrative fee of \$150.00 per parcel to cover District overhead costs.

The first assessment was levied in Fiscal Year 2002/03 and the final assessment will be levied in Fiscal Year 2031/32.

On June 6, 2022, the property owner of APN 120-052-011 paid off their assessment lien in full, and therefore will no longer be assessed annually.

The attached resolution confirms the proposed assessments for Fiscal Year 2024/25.



## **DISCUSSION**

Staff recommends the City Council approve the attached Resolution confirming the levy of assessments for Fiscal Year 2024/25 within the Lydia Lane Sewer Assessment District for the repayment of bonds issued for the construction of municipal sanitary sewers.

## **FISCAL IMPACT**

The Fiscal Year 2024/25 assessments will generate approximately \$17,377 for the District. If this Resolution is not approved, the City will have to pursue separate action against each property owner to directly bill the annual assessment and if assessments are not billed and collected, the City may default on the bonds.

## **CEQA IMPACT**

None

## **ATTACHMENTS**

1. Resolution Confirming the Levying of Assessments for Fiscal Year 2024/25

**RESOLUTION NO. XX-2024**

**A RESOLUTION CONFIRMING THE LEVY OF ASSESSMENTS FOR FISCAL YEAR 2024/25 WITHIN THE LYDIA LANE SEWER ASSESSMENT DISTRICT FOR THE REPAYMENT OF BONDS ISSUED FOR THE CONSTRUCTION OF MUNICIPAL SANITARY SEWERS**

**THE CITY COUNCIL  
City of Clayton, California**

**WHEREAS**, by passage of Resolution 36-2002, the City Council ordered the formation of the Lydia Lane Sewer Assessment District in accordance with and pursuant to the Municipal Improvement Act of 1913; and

**WHEREAS**, the City of Clayton issued and sold bonds in the amount of \$228,325 to fund the construction of municipal sanitary sewer Improvements in the Lydia Lane Assessment District which must be repaid by the real property owners within the assessment district; and

**WHEREAS**, the repayment of the bonds by the property owners is provided through the levy of annual assessments, for principal, interest, and administrative costs, on each property owner's County property tax bill; and

**WHEREAS**, the proposed assessments for Fiscal Year 2024/25 are shown on Exhibit A attached hereto;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Clayton, California, does hereby resolve as follows:

1. Orders the levy of assessments for Fiscal Year 2024/25 on those parcels within the Lydia Lane Sewer Assessment District for repayment of bonds issued for the construction of municipal sanitary sewers within the assessment district.
2. Lists the annual assessment for each parcel in the assessment district as shown on Exhibit A attached hereto.
3. Orders the assessments to be levied and collected by the County of Contra Costa along with the regular property taxes.

**PASSED, APPROVED AND ADOPTED** by the City Council of Clayton, California at a regular public meeting thereof held on the 7th day of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

---

Jim Diaz, Mayor

ATTEST:

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City Clerk

**EXHIBIT A**

**ANNUAL ASSESSMENT AMOUNTS FOR FISCAL YEAR 2024/25  
FOR THE LYDIA LANE SEWER ASSESSMENT DISTRICT**

<b>Lydia Lane Sewer Assessment District</b>	
<b>Assessor Parcel Number (APN)</b>	<b>Amount<sup>1</sup></b>
120-042-005	\$982.65
120-042-006	\$982.65
120-043-007	\$982.65
120-043-009	\$982.65
120-051-007	\$1,222.41
120-051-008	\$1,222.41
120-051-010	\$1,222.41
120-052-003	\$1,222.41
120-052-004	\$1,222.41
120-052-005	\$1,222.41
120-052-006	\$1,222.41
120-052-009	\$1,222.41
120-052-015	\$1,222.41
120-052-016	\$1,222.41
120-052-017	\$1,222.41
<b>Total Assessment</b>	<b>\$17,377.11</b>

<sup>1</sup>The Amounts shown above may differ from the amounts placed on the Contra Costa County's secured property tax bill by \$0.01 due to County rounding requirements.



City Council Agenda Item 4g

## STAFF REPORT

**TO:** Honorable Mayor and Councilmembers

**FROM:** Larry Theis, P.E., City Engineer

**DATE:** May 7, 2024

**SUBJECT:** A RESOLUTION ORDERING THE LEVY OF A SPECIAL TAX FOR FISCAL YEAR 2024/25 WITHIN THE OAK STREET PERMANENT ROAD DIVISION FOR THE REPAYMENT OF FUNDS ADVANCED FOR THE RECONSTRUCTION OF THE BRIDGE AND FUTURE MAINTENANCE PURSUANT TO THE STREETS AND HIGHWAY CODE, ARTICLE 3, SECTION 1173, et seq.

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### **RECOMMENDATION**

Adopt a Resolution confirming the levying of assessments for Fiscal Year 2024/25 within the Oak Street Bridge Assessment District for the repayment of bonds issued for the construction and maintenance of roadway bridge improvements.

### **BACKGROUND**

The Oak Street Permanent Road Division was formed in 2000 to provide a mechanism for the property owners to repay the City for funds advanced for the reconstruction of the Oak Street Bridge over Mitchell Creek. In addition, a portion of the annual levy is set aside to provide funds for the maintenance of the private portion of Oak Street.

The Redevelopment Agency funded the reconstruction of the bridge and repayment was spread over 20 years with a 7% interest rate. In addition, the annual levy included an amount dedicated to future road maintenance and an amount for administrative fees (10% of the levy for bridge construction and maintenance).

The portion of the special tax dedicated to repaying the City for construction costs related to the bridge has been paid. The bridge maintenance fee and District administrative fee remain in the special tax funds. Those fees remain in the Resolution as an annual charge. It is noted that seven parcels have a levy of \$220.00, and two parcels have a levy of \$110.00. The

original Division included 8 parcels, all levied equally. Since that time, one parcel was subsequently subdivided (Caspar) and that levy was reapportioned equally between the two lots.

The first special tax for the repayment of the bridge construction costs was levied in Fiscal Year 2000/01 and the final special tax for construction costs was levied in Fiscal Year 2019/20. It should be noted that the portion of the special tax for maintenance and administration will continue indefinitely.

### **DISCUSSION**

Staff recommends the City Council approve the attached Resolution ordering the levying of a Special Tax for Fiscal Year 2024/25 within the Oak Street Permanent Road Division for the future maintenance and administration.

### **FISCAL IMPACT**

If this Resolution is not approved, funds will not be collected for Division administration or the maintenance of the bridge over Mitchell Creek and the private portion of Oak Street. The annual special tax for this fiscal year will generate a total of \$1,760.00.

### **CEQA IMPACT**

None

### **ATTACHMENTS**

1. Resolution Ordering the Levying of a Special Tax for Fiscal Year 2024/25

**RESOLUTION NO. XX-2024**

**A RESOLUTION ORDERING THE LEVY OF A SPECIAL TAX FOR FISCAL YEAR 2024/25 WITHIN THE OAK STREET PERMANENT ROAD DIVISION FOR THE REPAYMENT OF FUNDS ADVANCED FOR THE RECONSTRUCTION OF THE BRIDGE AND FUTURE MAINTENANCE PURSUANT TO THE STREETS AND HIGHWAY CODE, ARTICLE 3, SECTION 1173, et seq.**

**THE CITY COUNCIL  
City of Clayton, California**

**WHEREAS**, by passage of Resolution 66-99, the City Council ordered the formation of the Oak Street Permanent Road Division for the purpose of reconstructing and maintaining the Oak Street Bridge over Mitchell Creek and maintaining the private portion of Oak Street; and

**WHEREAS**, the City Council received petitions, signed by a majority of the property owners within the Division, requesting construction of a new bridge over Mitchell Creek and the levy of a special tax to pay for the construction and for the future maintenance of the bridge and road; and

**WHEREAS**, the City Council called for an election on May 1, 2000, to approve the levying of a special tax; and

**WHEREAS**, the City Clerk and City Engineer then certified that ballots approving the special tax were received from more than two-thirds of the property owners in both number and valuation; and

**WHEREAS**, said approved special tax must be re-levied each fiscal year;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Clayton, California, does hereby resolve as follows:

1. Order the levy of special taxes for Fiscal Year 2024/25 on those parcels within the Oak Street Permanent Road Division for the maintenance of the bridge over Mitchell Creek and the maintenance of the private portion of Oak Street.
2. List the annual tax rates for each parcel for the reconstruction and maintenance as follows:

APN	OWNER	CONSTRUCTION	BRIDGE MAINTENANCE	DIVISION ADMIN	TOTAL
119-040-027	LAW ROBERT L & LAURA J	\$0.00	\$200.00	\$20.00	\$220.00
119-040-028	SCHWITTERS MITCHELL E & KITT E	\$0.00	\$200.00	\$20.00	\$220.00
119-040-029	GONZALEZ JOSE ENRIQUE TRE	\$0.00	\$200.00	\$20.00	\$220.00
119-040-030	MORRIS JAMES M	\$0.00	\$200.00	\$20.00	\$220.00
119-040-031	ENGLISH MARK A & CORI L TRE	\$0.00	\$200.00	\$20.00	\$220.00
119-040-032	GAINANT GERALD D & MAYDER E	\$0.00	\$200.00	\$20.00	\$220.00
119-040-033	WEBB PAULETTE M TRE	\$0.00	\$200.00	\$20.00	\$220.00
119-040-036	CASPAR JOANN G TRE	\$0.00	\$100.00	\$10.00	\$110.00
119-040-037	CASPAR JOANN G TRE CASPAR JEFFREY J	\$0.00	\$100.00	\$10.00	\$110.00
<b>Total Special Tax</b>		<b>\$0.00</b>	<b>\$1,600.00</b>	<b>\$160.00</b>	<b>\$1,760.00</b>

- Order that special taxes be levied and collected by the County of Contra Costa, California along with the regular property taxes in Fiscal Year 2024/25.

**PASSED, APPROVED AND ADOPTED** by the City Council of Clayton, California at a regular public meeting thereof held on the 7th day of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

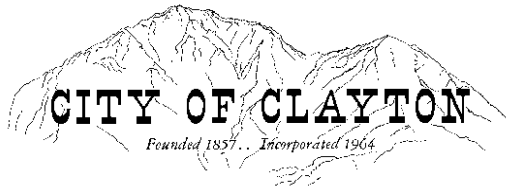
THE CITY COUNCIL OF CLAYTON, CA

\_\_\_\_\_  
Jim Diaz, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk





City Council Agenda Item 4h

## STAFF REPORT

**TO:** Honorable Mayor and Councilmembers

**FROM:** Larry Theis, P.E., City Engineer

**DATE:** May 7, 2024

**SUBJECT:** A RESOLUTION CONFIRMING THE LEVYING OF ASSESSMENTS FOR FISCAL YEAR 2024/25 WITHIN THE OAK STREET SEWER ASSESSMENT DISTRICT FOR THE REPAYMENT OF BONDS ISSUED FOR THE CONSTRUCTION OF MUNICIPAL SANITARY SEWERS

---

### **RECOMMENDATION**

Adopt a Resolution confirming the levying of assessments for Fiscal Year 2024/25 within the Oak Street Sewer Assessment District for the repayment of bonds issued for the construction of municipal sanitary sewers.

### **BACKGROUND**

The Oak Street Sewer Assessment District was formed to fund the construction of sanitary sewer improvements to the following properties:

<u>Assessor Parcel Number (APN)</u>	<u>Street Address</u>
119-040-021	5950 High Street
119-040-023	5900 High Street
119-040-024	6000 High Street
119-040-027	929 Oak Street
119-040-028	920 Oak Street
119-040-030	937 Oak Street
119-040-032	949 Oak Street
119-040-033	951 Oak Street
119-040-036	945 Oak Street

119-040-037  
119-050-036

Oak Street  
1027 Pine Hollow Court

The City issued bonds to provide funding for the construction of the sewer improvements. The bonds are being repaid by the property owners through annual assessments collected by the County through each property owner's property taxes. In addition to the assessment repaying the principal and interest, assessments include an administrative fee of \$150.00 per parcel to cover the District's overhead costs.

In May 2015, Mr. Morgan paid off the assessment on APN 119-040-023 and therefore is no longer assessed annually.

The first assessment was levied in Fiscal Year 2003/04 and the final assessment will be levied in Fiscal Year 2026/27.

The attached resolution confirms and orders the levying of the proposed assessments for Fiscal Year 2024/25.

**DISCUSSION**

Staff recommends the City Council approve the attached Resolution confirming the levying of assessments for Fiscal Year 2024/25 within the Oak Street Sewer Assessment District for the repayment of bonds issued for the construction of municipal sanitary sewers.

**FISCAL IMPACT(S)**

The Fiscal Year 2024/25 assessments will generate approximately \$11,381 for the District. If this Resolution is not approved, the City will have to pursue separate action against each property owner to directly bill the annual assessment and if assessments are not billed and collected, the City may default on the bonds.

**CEQA IMPACT**

None

**ATTACHMENT(S)**

- 1. Resolution Confirming the Levying of Assessments for Fiscal Year 2024/25

**RESOLUTION NO. XXX-2024**

**A RESOLUTION CONFIRMING THE LEVYING OF ASSESSMENTS FOR  
FISCAL YEAR 2024/25 WITHIN THE OAK STREET SEWER ASSESSMENT  
DISTRICT FOR THE REPAYMENT OF BONDS ISSUED FOR THE CONSTRUCTION  
OF MUNICIPAL SANITARY SEWERS**

**THE CITY COUNCIL  
City of Clayton, California**

**WHEREAS**, by passage of Resolution 62-2002, the City Council ordered the formation of the Oak Street Sewer Assessment District in accordance with and pursuant to the Municipal Improvement Act of 1913; and

**WHEREAS**, the City of Clayton issued bonds in the amount of \$187,000 to fund the construction of municipal sanitary sewers in the Oak Street Assessment District which must be repaid by the property owners within the assessment district; and

**WHEREAS**, the repayment of the bonds by the property owners is provided through the levy of an annual assessment, for principal, interest, and administrative costs, on each property owner's County property tax bill; and

**WHEREAS**, the proposed assessments for Fiscal Year 2024/25 are shown on Exhibit A attached hereto;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Clayton, California, does hereby resolve as follows:

1. Orders the levy of assessments for Fiscal Year 2024/25 on those parcels within the Oak Street Sewer Assessment District for repayment of bonds issued for the construction of municipal sanitary sewers within the assessment district.
2. Lists the annual assessment for each parcel in the assessment district as shown on Exhibit A attached hereto.
3. Order that special assessments be levied and collected by the County of Contra Costa along with the regular property taxes.

**PASSED, APPROVED AND ADOPTED** by the City Council of Clayton, California at a regular public meeting thereof held on the 7th day of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

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Jim Diaz, Mayor

ATTEST:

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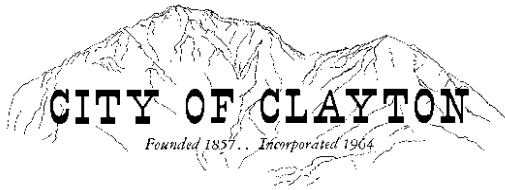
City Clerk

## EXHIBIT A

**ANNUAL ASSESSMENT AMOUNTS FOR FISCAL YEAR 2024/25  
FOR THE OAK STREET SEWER ASSESSMENT DISTRICT**

<b>Oak Street Sewer Assessment District</b>	
<b>Assessor Parcel Number (APN)</b>	<b>Amount<sup>1</sup></b>
119-040-021	\$1,138.18
119-040-024	\$1,138.18
119-040-027	\$1,138.18
119-040-028	\$1,138.18
119-040-030	\$1,138.18
119-040-032	\$1,138.18
119-040-033	\$1,138.18
119-040-036	\$1,138.18
119-040-037	\$1,138.18
119-050-036	\$1,138.18
<b>Total Assessment</b>	<b>\$11,381.82</b>

<sup>1</sup>The Amounts shown above may differ from the amounts placed on the Contra Costa County's secured property tax bill by \$0.01 due to County rounding requirements.



City Council Agenda Item 4i

## STAFF REPORT

**TO:** Honorable Mayor and Councilmembers

**FROM:** Jim Warburton, Maintenance Supervisor

**DATE:** May 7, 2024

**SUBJECT:** Approve a one-year contract with option for three (3) one-year extensions, for annual weed abatement services on City-owned public properties within the Landscape Maintenance District, to Waraner Brothers Tree service

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### **RECOMMENDATION**

Approve an agreement with Waraner Brothers Tree service, for annual weed abatement services on City-owned public properties within the Landscape Maintenance District, for a term of May 1, 2024 through April 30, 2025, with an option for three (3) one-year extensions by mutual agreement, for a total of four years. Waraner Brothers is the lowest responsible bidder including accounting for their 5% annual cost of living adjustment. The City Landscape Maintenance District (LMD) funds this work pursuant to voter approved Measure H. The LMD has budgeted \$125,000 for weed cutting once a year pursuant to the Fire District Standards.

### **BACKGROUND**

The Clayton Maintenance Department contracts out the majority of its annual weed abatement work within the Citywide Landscape Maintenance Assessment District (CFD 2007-1). The contract work includes all handwork and discing within the Landscape District while the City Maintenance Department flail-mows with its tractor the large areas of the City's open space. The standard of work, per Contra Costa Fire Protection District, is a thirty-foot wide firebreak from fence lines made around homes that border on the City's open space. This weed abatement work is separate and distinct from the annual noxious weed abatement services performed on various Oakhurst hill slopes by a different contractor (also paid for by the Citywide Landscape Maintenance District).

The Maintenance Department has determined most weed abatement work is done more cost-efficiently using an outside contractor. This work has always been performed once a year. During the past years this work usually started in the middle of May with the work completed by mid-June or earlier. Measure H Landscape District standards, approved by public vote in June 2016, continued this once-per-year weed abatement/firebreak service in the large open areas but did augment weed abatement services to twice a year for a single-pass mow strip immediately abutting certain public trails.

This year, staff released a Request for Proposals for a 4-year weed abatement contract and received six bids. The lowest responsible bidder is Waraner Brothers Tree Service.

**DISCUSSION**

Waraner Brothers is the lowest responsible bidder including accounting for their 5% annual cost of living adjustment. The City Landscape Maintenance District (LMD) funds this work pursuant to voter approved Measure H, for weed cutting once a year for fire safety pursuant to the Fire District Standards. For Fiscal Year 24/25 the LMD has budgeted \$125,000 to complete this work. Staff is recommending the Council approve a one-year contract with option for three (3) one-year extensions by mutual agreement, for a total of four years, for annual weed abatement services on City-owned public properties within the Landscape Maintenance District.

**FISCAL IMPACT**

Funds for this contract are budgeted in the approved Landscape Maintenance Assessment District budget for Fiscal Year 2024-25 (restricted-use monies). This year’s budget allocated \$125,000. for the weed abatement contract. With the Waraner Tree Service the City will receive quality workmanship from a responsible bidder that has performed this weed abatement task for the city several years in the past.

Company	2020	2021	2022	2023	4-year total	notes
Waraner Brothers Tree Service	\$72,000.00	\$75,600.00	\$79,380.00	\$83,349.00	\$310,329.00	Includes (3) one-year extensions by mutual agreement, for a total of four years

H&N Enterprises	\$85,000.00	\$89,250.00	\$93,712.50	\$98,398.50	\$366,361.50	Includes (3) one-year extensions by mutual agreement, for a total of four years
Atlas Tree Service	\$108,000	\$113,400.00	\$119,070.00	\$125,023.50	\$465,493.50	Includes (3) one-year extensions by mutual agreement, for a total of four years
T&S Tree Services	111,000.00	\$116,550.00	\$122,378.00	\$128,496.00	589,424.00	Includes (3) one-year extensions by mutual agreement, for a total of four years
BrightView Tree Care Services	\$123,000.00	\$129,150.00	\$135,608.00	\$142,308.00	\$530,066.00	Includes (3) one-year extensions by mutual agreement, for a total of four years
West Coast Arborists	125,000.00	\$131,250.00	\$137,812.50	\$144,703.00	\$538,766.00	Includes (3) one-year extensions by mutual agreement,



						for a total of four years
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**CEQA IMPACT**

None.

**ATTACHMENTS**

- 1. 6 Bid Responses Received
- 2. Service Area Map
- 3. Annual Weed Abatement Services Agreement



PO BOX 142  
 Clayton, CA. 94517  
 Phone: 925-250-0335

4i Attachment 1  
**Estimate**

<b>DATE:</b>	<b>ESTIMATE #</b>
3/26/2024	5015

**Name / Address**

CITY OF CLAYTON  
 6000 Heritage Trail  
 Clayton, Ca 94517

**PROJECT:**

ED WARANER (925) 250-0335  
 ARBORIST LICENSE #WC3386A  
 CONTRACTORS LICENSE #642272  
 BONDED, LICENSED AND FULLY INSURED

**BILL TO:**

FIRE ABATEMENT

Line Item	Description	Qty	Cost	Total
FIRE ABATEM...	<p>THE PROPOSAL IS AN EATIMATE FOR FIRE ABATEMENT. THE WORK WOULD BE IN ACCORDANCE WITH FIRE STANDARDS AS ACCORDING TO CONTRA COSTA FIRE STANDARDS AND SPECIFICATIONS FOR SAFETY IN CREATING A DEFENSIBLE SPACE AROUND AND THROUGHOUT THE CITY OF CLAYTON. THIS INCLUDES THE AREAS SPECIFIED ON THE MAP PROVIDED BY THE CITY OF CLAYTON. THE FIRE ABATEMENT WOULD INCLUDED LABOR, BOBCAT AND DISCING OF AREAS LOCATED ON THE MAP. PRICE WILL REMAIN THE SAME FOR THE 3 YEARS BUT AN ADDITIONAL 5% WILL BE ADDED ACCORDINGLY FOR THE ADDITIONAL YEARS TO COMPENSATE FOR THE COST OF LIVING INCREASE.</p> <p>LOCATION: CITY OF CLAYTON - AS PER MAP PROVIDED</p> <p>FIRE ABATEMENT - 2024</p>		72000.00	72,000.00
<b>Total</b>				\$72,000.00



RJN INC DBA H&N Enterprises

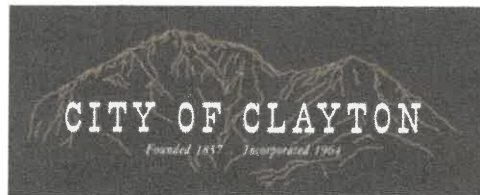
11099 Brittany Ln. Dublin, CA 94568- (925) 828-9163-Fax (925) 828-0955

Contractor's License: 1003486 Public Works Registration: 1000021513

[accounting@hnterprises.com](mailto:accounting@hnterprises.com) website: [www.hnterprises.com](http://www.hnterprises.com)

## Request for Proposals

### Firebreak Weed Abatement



City of Clayton  
RE: RFP Fire Break and Weed Abatement  
6000 Heritage Trail  
Clayton, CA 94517  
Attention: Jim Warburton  
[925-672-7327](tel:925-672-7327)

Questions Regarding Proposal can be directed to President of Operations  
Ryan Nielsen: 925-828-9163 or [HandN.Enterprises@gmail.com](mailto:HandN.Enterprises@gmail.com)

H&N has confirmed receipt of or access to, and reviewed, all addenda issued for this  
RFP. Respondent specifically acknowledges receipt of the following addenda(s):

NONE

\$ 85,000.

## **Company Overview**

### **B. General Qualifications**

H&N Enterprises has been providing resource management and agricultural services across the state of California for over 40 years. H&N's main headquarters are in Dublin, and operations span from the Bay Area to Siskiyou County on the Oregon border. H&N has **three local yards** that will facilitate the scope of this contract and expedite services on call. Our resource management services include vegetation and fuel management, habitat restoration/mitigation, rangeland improvements, and grazing management.

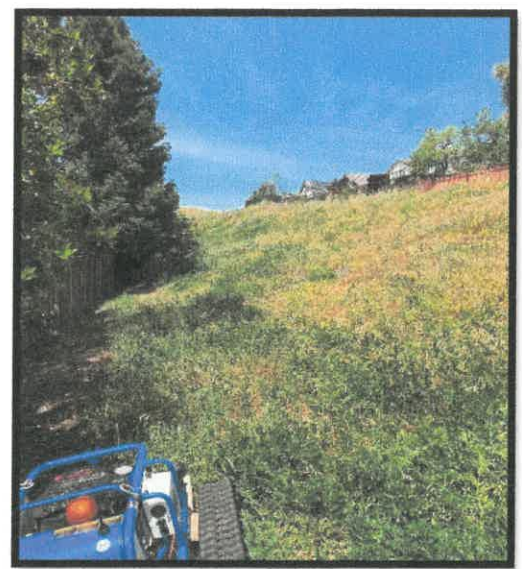
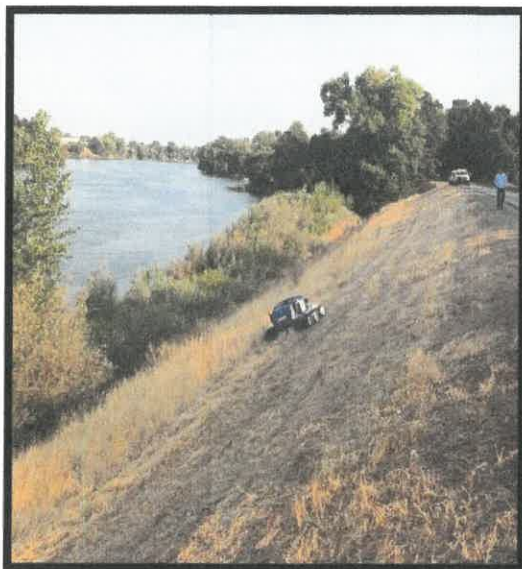
### **Vegetation/Fuel Management, Flood Control Maintenance, Erosion Control & Slide Repair**

H&N Enterprises has a long history of vegetation management projects. We have completed numerous projects for Fire Districts, Municipalities, Developers, Homeowner Associations, PG&E, Cal Trans, and Private Landowners. Vegetation Management and weed abatement become crucial in California during the summer and early fall months to protect property and homes from fire. H&N Enterprises starts performing weed abatement services in late spring and throughout the fire season. We work closely with fire districts and understand the specifications to protect properties. H&N works to be efficient and timely in our abatement and we have adopted newer technologies to meet time goals. Currently new equipment includes tracked all terrain mowers and three remote control mower systems. These additions let us mow vegetation in areas that our large tractors cannot access and increase our hand crew production.

Prior to winter H&N performs flood control maintenance services in anticipation of high flows to minimize and prevent flooding. This work ranges from removing vegetation that may obstruct flows, trimming trees and brush, tulle removal and pampas grass removal. We achieve this primarily with hand crews, but we also utilize specialized equipment, H&N designed implements and removal techniques to remove vegetation efficiently and sensitively. In addition, we provide services on call such as waddle, silt, and tarping in emergency situations or preventative situations.

## Hand Crew Services

This includes hand crews using a variety of tools to abate and remove vegetation, skirt trees, and perform maintenance services including string trimmers, chainsaws, machetes, hand pulling, and hand clearing of vegetation, debris, maintenance projects and erosion control. Hand Crews generally work in terrain that is not accessible by our larger equipment. H&N Enterprises has professional crews that range from 3-20 members. Crews are guided by experienced supervisors that understand the goals of each project and have the knowledge of working in sensitive habitat areas. From vegetation management, flood control, fuel breaks, debris removal, erosion control and rangeland improvements H&N staff and crews are qualified to facilitate any task orders assigned.



# H&N Enterprises AG Services

## Tractor Services

We pride ourselves on our specialized equipment and our operators' capabilities, which sets us apart from our competitors. Rather than have an underpowered tractor with a 6' or 8' mower we operate multiple 7000 series John Deere tractors with a rear mower and a side mount mower. This enables us to mow between 14' and 15' wide depending on the set up. It also allows us to mow closer to obstacles and trees. This all adds up to efficiency and getting projects done faster. Safety is paramount for us and that is why we designed our own fire suppression systems for the tractors. Two of our tractors carry a 15-gallon water tank with compressor pump with a 25-foot reel hose. The third tractor carries an Indian Fire Pump. Secondary, specialized equipment is our smaller tracked mowers. These specialized mowers have rubber tracks and low ground pressure enabling slope mowing and mowing in sensitive areas. In addition, we have mower attachments for skid steer loaders. H&N also has a CAT 455B Boom rotary mulcher and an additional boom flail mower to attach to our John Deere tractors. Our disking capabilities include a 115 hp tractor with either an 8' disk or 10' disk. On larger projects we have the capability of disking up to 15' wide with a folding disc. If needed, we have a D6T dozer to clear roads and perform maintenance.



**Habitat Restoration and Mitigation**

H&N has completed numerous successful Habitat Restoration and Environmental Mitigation projects across the state. Projects and habitat improvements include wetland creation, breeding ponds, and riparian planting. H&N has worked to create and improve habitat for many species of concern including California Red Legged Frog, California Tiger Salamander, and Alameda Whip Snake. These projects are vital to the recovery of these threatened species. H&N staff understand the complexities of working within sensitive habitat areas and have additionally worked in sensitive areas for Western Pond Turtle, Golden Eagle, San Joaquin kit fox, and Burrowing Owl and many other species habitats.



H&N has completed successful habitat projects for clients such as San Francisco Public Utilities Commission, John Muir Land Trust, BART, Alameda County Resource Conservation District, and East Bay Regional Park District, Toll Brothers, Lennar, Braddock and Logan and many others.



### C. Experience

H&N has the unique experience and knowledge to understand exactly what it takes to complete this contract. We currently are the qualified contractor for these types of services for other agencies. We have built and enhanced our capability to perform the task orders associated with completing this contract. This includes finding and utilizing specialized equipment such as our remote-controlled rotary mowers to create attachments and techniques for our equipment to remove vegetation in riparian areas.

#### Experience Reference 1.

City of San Ramon- Flood Control, Creek Maintenance and Open Space Weed Abatement

Contact: Darin Fitzpatrick- Program Manager- [dfitzpatrick@sanramon.ca.gov](mailto:dfitzpatrick@sanramon.ca.gov)



- 1) This contract is the exact same scope of work in the published RFQ. We provided maintenance services for the water quality control ponds, detention basins, bioswales, v-ditches, and open space areas as directed. Additionally, we responded to additional work as needed and emergency calls. Example: during 2023 flooding of Norris Creek the culvert under Bollinger Canyon Rd had large obstruction and debris jeopardizing the stability of the surrounding banks. H&N responded with large equipment creating a plan with city staff to remove the obstruction. H&N prides itself on communication and working with city staff to solve problems and provide services as needed.





**Experience Reference 2.**

City of San Ramon- Geologic Hazard Abatement- On-Call Fuel and Weed Abatement Services

Contact: Chen-Hsuan- Senior Civil Engineer-chsieh@sanramon.ca.gov



2) This contract provides the following services on-call fuel and weed abatement services for annual fuel reduction, weed abatement, maintaining fire breaks, and additional vegetation removal and other minor maintenance items as needed. This experience is relevant as it encompasses many of the same equipment, work types, and work regions in the Dougherty Valley. Many of the WQCP are surrounded by GHAD areas that we maintain.



### Experience Reference 3

Contra Costa County Fire- Shaded Fuel Break

Contact: Chris Bachman- Assistant Fire Chief/ Fire Marshall-cbach@cccfd.org



3) The Lafayette/Walnut Creek Shaded Fuel Break project area will encompass 268 acres along some 11 miles of open space in the East Bay. The tentative completion date of this project is late 2025. Reducing dangerous wildfire fuels such as understory vegetation, dead/dying trees and highly combustible brush lowers the intensity and speed of a wind-driven wildfire, allowing more time for firefighters to respond. At the same time, a tree canopy formed by healthy mature trees remains largely intact to reduce the future growth of brush and understory vegetation, including invasive non-native plant species. The desired result of a shaded fuel break is to restore fuel loading to more natural levels that can be maintained by the periodic introduction of prescribed fires.



**Experience Reference 4**

Contra Costa County Fire- Provision of Weed, brush and Rubbish Abatement Services v

Contact: Chris Bachman- Assistant Fire Chief/ Fire Marshall-cbach@cccfd.org



- 1) This contract was for on-call work across three regions of Contra Costa County: Eastern Region- Bay Point, Pittsburg, Antioch / Central Region- Walnut Creek, Concord, Lafayette, Clayton, Martinez / Western Region- El Sobrante, North Richmond and San Pablo. The scope of work performed was designated by Fire Department inspectors and ranged from annual grass mowing, brush removal, dead vegetation removal, tree trimming and litter/debris removal.



### Experience Reference 5

Olberding Environmental-Eagle Ridge Storm Repair

Contact: Jeff Olberding- jeff@olberdingenv.com



- 1) The Winter of 22/23 had record rainfall creating significant damage to the preserve including pond failures, road failures and slides. H&N worked to identify each site and repair process to the satisfaction of Preserve Managers. Once repairs were complete H&N performed erosion control measures onsite.



**D. Staffing**

This contract will be facilitated by and implemented using staff with unmatched experience in providing the services for this contract. All key personnel have worked within the provided scope for many years.

**President of Operations- Ryan Nielsen**

Ryan is the President of operations and ultimately has full responsibility and management of all H&N Enterprises projects. Ryan has an education in Habitat Restoration and Environmental Mitigation and has been with H&N Enterprises for over 20 years. Ryan excels in management of large projects as he has performed every job and task of those he oversees, which gives him a unique understanding of what it takes to complete the project. Ryan strives to understand the goals of each client project and transfer that information to the crews to ensure efficiency, safety, and satisfaction of the client.

**Project Foreman/ Crew Supervisor- DJ Woodring**

DJ has been with H&N Enterprises for over 15 years. He has managed roadside boom mowing projects to large scale hand crew projects in Santa Clara County, Contra Costa County and San Ramon. DJ manages the crews to efficiency standards and adapts to situations that arise in the field with great skill. DJ's reputation with the crew is unparalleled and his commitment to job safety and completion are key to H&N Enterprise's continuing success.

**Project Foreman/ Crew Supervisor- Sheldon Souza**

Sheldon experience comes from managing and operating an agricultural family business on Hawaii that spanned multiple island operations. Sheldon has been with H&N for two years and worked and managed projects and crews on City of San Ramon projects including creek maintenance and GHAD. Additionally, Sheldon is an experienced equipment operator on various machines.

**Benjamin Foley/Crew Supervisor**

Bens is multi-faceted and has real world- life experience wildland firefighting as a USFS Hotshot, EMT qualification, wilderness and fire line settings and heavy equipment operation. Ben currently is managing sawyers on our spring and fall shaded fuel break project. In addition, Ben is continuing his education to complete a degree in Natural Resource Management. Ben is a welcome addition to our team and has exceptional skill in working with biological constraints imposed during projects.

**Sam Mclure/Crew Lead**

Comes to us from the outdoor state of Oregon. Sam has multiple years' experience providing landscape services, vegetation management and forest rehabilitation projects in Southern Oregon and the Pacific Coast. Notably Sam worked on a 2-year project for forest rehabilitation project and fire suppression project in Yosemite Park.

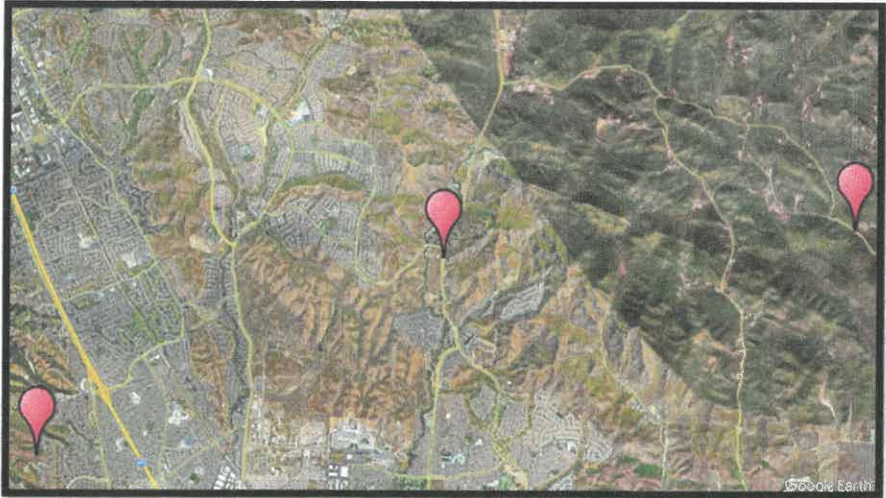
**Tim Wolfensberger/Crew Lead**

Tim has worked for H&N for 6 years. He started as laborer and has worked his way to crew lead. Tim has worked on this contract since his employment and understands the needs and project scope. Additionally, Tim has worked on large scale public work contracts in the areas of vegetation management, habitat restoration, erosion control and rangeland improvements with H&N

## E. Facilitation and Equipment

### Facilitating Operations

H&N has a strong presence in the region to serve and facilitate services to the City of Clayton. Currently we have three yards to deploy from. Our main yard, historical ranch and office sit on the county line between Contra Costa County and Alameda County in Dublin. We have two additional satellite yards, the first on Tassajara Rd within striking distance of Windemere Parkway and the second at Manning Road in Livermore Ca. These service points enable H&N to quickly adapt and respond to the any request for service from staff.



# H&N Enterprises

## AG Services

Item	
	John Deere 15' batwing rotary mower
Cat 324 Excavator	Excavator compaction wheel
Hitachi 85N Excavator	Skidsteer trenching attachment
CAT D6T dozer	Skidsteer hammer attachment
CAT 563 Compactor	Skidsteer flail mower attachment
CAT D4 Dozer	Skidsteer rototiller attachment
TL150 skidsteer	Skidsteer Dozer Attachment
TL 150 skidsteer	Skidsteer drum chipper 9"
To 130 Skidsteer	Zero Turn Low Ground Pressure Tracked mower
Cat 730 Haul Truck	Zero Turn Low Ground Pressure Tracked mower
John Deere 930 Loader	Zero Turn Low Ground Pressure Tracked mower
John Deere backhoe	Tracmow remote control slope mower
John Deere 210 skip loader	Service Truck
10 Yard Dump	Service Truck
2000G Kenworth Water Truck	Service Truck
John Deere 7220 Side and Rear Mower	
John Deere 7210 Side and Rear mower	
John Deere 7130 Side and Rear Mower	
John Deere 8130	
John Deere 7330	
John Deere 6430	
John Deere 6400	
John Deere 6300	
Bush hog 12' disc	
Domries 15' Disc	
Bush Hog 8' disc	
Bush hog 8' disc	
Tiger 8' flail mower	
Tiger 8' flail mower	
CAT 455B Boom Rotary Mower	

**F. Pricing**

Item	Rate	Unit
Laborer	\$90.00	HR
Foreman	\$125.00	HR
Truck and Tools	\$55.00	HR
Operator	\$135.00	HR
Zero Turn Low Ground Pressure Tracked mower	\$150.00	HR
Remote Control Slope Mower	\$125.00	HR

Item	Rate	Unit
John Deere 6430	\$70.00	HR
Bush Hog 8'-10' disc	\$20.00	HR
Transport/Mobilization	\$130.00	HR

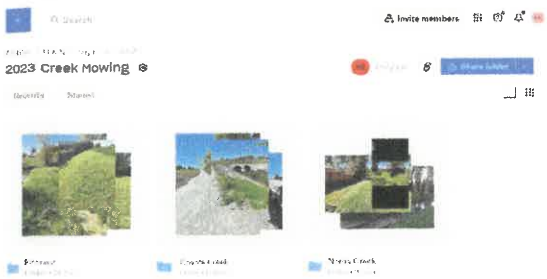
**Rates Increase annually at 2.5% or CPI whichever is Greater.**

**G. Proposed Approach**

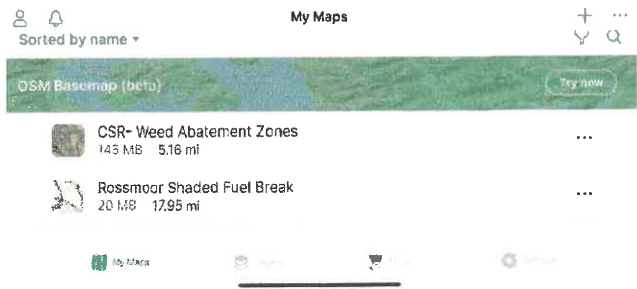
Many of the services and tasks outlined in RFP are dependent on mother nature and the conditions of the sites. With that being said, we utilize an adaptive management strategy to facilitate a successful project. Our success and approach revolve around our work tracking. Utilizing cloud technology, supervisors document and upload work progress and photos of project areas. A link to the folder is shared with staff. This uniquely enables City Staff to follow along with the progression of work. There have been circumstances where the cloud and work tracking have been useful to city staff for when residents question if work happened in an area.

As an example, below is a screen shot of 2023 CSR Creek Maintenance Work folder in Dropbox. Additionally, we are using a new program called Avenza that enables us to take Agency GIS PDF maps and have real time location projected to the map. If This helps keep crews on scope and in the work areas. See screen shot of Weed Abatement Zone PDF Map in Avenza.

**Drop Box Tracking**



**Avenza PDF Base Map Geolocation**



We have the staff and capability to complete and work on any other projects that may come up during the contract term. Our crews are well versed and understand the city well. They are experienced working in sensitive habitats and creating efficiencies to complete tasks assigned and provide quality services to the residents of Fallon Crossing.





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## Atlas Tree Service, Inc.

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**April 9, 2024**

City Of Clayton  
C/O Jim Warburton  
6000 Heritage Trail  
Clayton, CA 94517

**PROJECT: RFP-Weed Abatement/Fire Breaks within the City of Clayton**

**Attn: Jim Warburton**

Atlas Tree Service, Inc. would like to submit the following proposal for the specific project listed above in the City of Clayton.

I have attached the requested information which includes, a profile of the firm, technical qualifications, summary of individual staff technical qualifications, scope of services, two references from public entities, and a cost quote.

Please call the office at the number listed below, if you have any questions or need clarification on anything.

We appreciate this opportunity to submit the requested proposal.

Respectfully submitted,

Jarred Juarez  
Certified Arborist/Director  
WE-13341A  
[jarred@atlastreeservice.com](mailto:jarred@atlastreeservice.com)  
Office:925- 687-3631 Fax:925-687-2465  
[www.atlastreeservice.com](http://www.atlastreeservice.com)

*\$108,000*



## PROFILE & SCOPE OF SERVICES

Atlas Tree Service, Inc has been in business since 1962. Our staff consists of approximately 22 Employees that make up several crews for various daily jobsites. The crews consist of well-trained Foremen, grounds men, climbers, and equipment operators. Most of our employees have been with the company for many years and all are very skilled talented hard workers.

We have 2 Operation Managers, Office Manager, Estimators, Arborists, and Administrative support staff that all work together to ensure projects and daily tasks get completed in a timely and efficient manner. Our Estimators have many years of experience and provide efficient and cost effective bids. Our Arborists provide site visits, inventory, consultation, evaluations, on site supervision and reports.

We have performed contract prevailing wage work for municipalities, government agencies and commercial sites. We are accustomed to producing certified payroll reports as required by such contracts. We have also performed work in different cities for various large property management companies, as well as construction companies to name a few.

Atlas Tree Service, Inc. is committed to delivering quality work within the specified time frame and meeting all deadlines. Our goal is to ultimately satisfy our clients with a start to finish job well done. Our long time returning customer bases proves that we take pride in the work that we provide.

We offer a broad selection of services including but not limited to the following:

- |                        |                       |                               |
|------------------------|-----------------------|-------------------------------|
| -Tree Pruning          | -Tree Removals        | -Stump Grinding               |
| -Tree Planting         | -Tree Cabling         | -Tree Crown Reduction         |
| -Tree Thinning         | -Land Clearing        | -Utility Line Clearance       |
| -Brush Chipping        | -Vegetation Clearance | -Arborist Site Visits/Reports |
| -Arborist Consultation | -Emergency Services   |                               |

We Support the above services with industry-specific equipment such as but not limited to the following:

- |                |                     |                 |
|----------------|---------------------|-----------------|
| -Bucket Trucks | -Dump Trucks        | -Chippers       |
| -CAT Excavator | -Chainsaws          | -Pole saws      |
| -Sennebogen    | -Bobcat             | -Grapple Truck  |
| -Avant Grapple | -Knuckle Boom Crane | -Stump Grinders |

We look forward to the opportunity to provide you with excellent services that we strive to provide to all of our clients big and small.

Respectfully submitted,  
Atlas Tree Service, Inc.



**STAFF INFORMATION**

<i><b>EMPLOYEE NAME</b></i>	<i><b>DOH</b></i>	<i><b>POSITION/EXPERIENCE</b></i>
<b>Adolfo Gonzalez-Tellez</b>	01/04/2016	<b>Climber</b> (Equipment operator/Driver)
<b>Arnoldo Padilla-Perez</b>	06/10/1991	<b>Operations Manager II</b> (Climber/Foreman/Equipment Operator)
<b>Armando Cendejas</b>	11/09/2009	<b>Climber/Foreman</b> (Equipment operator/Driver)
<b>Fernando Gonzalez</b>	09/07/2007	<b>Climber/Foreman</b> (Equipment operator/Driver)
<b>Herlindo Garcia</b>	03/14/2023	<b>Laborer</b> (Groundsman/Driver)
<b>Jarred Juarez</b>	08/30/2010	<b>Certified Arborist/Estimating</b> (Foreman/Operational Manager/Arborist )
<b>Jose Espinoza</b>	01/26/2022	<b>Laborer</b> (Groundsman)
<b>Jorge Alvarez</b>	07/16/2007	<b>Laborer</b> (Groundsman/Stump Grinder)
<b>Jose Jacobo</b>	11/17/2014	<b>Laborer</b> (Groundsman/Driver)
<b>Luis Nunez</b>	07/06/2010	<b>Laborer</b> (Groundsman/Driver)
<b>Manuel Camarena-Argueta</b>	12/07/2015	<b>Climber</b> (Equipment Operator/Driver)
<b>Mario Soriano</b>	11/30/2023	<b>Operations Manager</b> (Climber/Foreman/Equipment Operator)
<b>Omar Prado</b>	01/30/2006	<b>Climber</b> (Equipment Operator)
<b>Raul Padilla</b>	3/26/2024	<b>Sales/Estimating</b> (Foreman/Climber/Equipment Operator)
<b>Ruben Juarez</b>	12/11/2023	<b>Climber</b> (Line Clearance Certified)
<b>Ruben Velasquez</b>	10/20/2014	<b>Sales/Estimating</b> (Groundsman/Driver/Equipment Operator)
<b>Saul Romero</b>	01-03-2011	<b>Climber/Foreman</b> (Equipment Operator)
<b>Uriel Prado</b>	03/24/2023	<b>Laborer</b> (Groundsman)
<b>Victor Reyes</b>	08/02/2023	<b>Laborer</b> (Groundsman)

**\*OTHER CERTIFICATIONS/SKILLS:** Line Clearance Certified/CPR Certified/First Aid/Chainsaw Safety & Maintenance/Chipper Operator Specialist/Aerial Management/Crane Certified



**CLIENT REFERENCES**

**Mt. Diablo Unified School District**

1480 Gasoline Alley  
Concord, CA 94520  
Contact: Brian Patterson (925) 542-8112  
Client since 1994  
\*\*Various services at all district school sites

**Town of Danville**

500 La Gonda Way  
Danville, CA 94526  
Contact: John Texeira (925) 575-6048  
Client since 1990  
\*\*City wide projects as needed

**Premium Properties**

1200 Mt. Diablo Boulevard  
Walnut Creek, CA 94596  
Contact: Kirk Schultz (925) 765-3084  
Client since 2011  
\*\*Monthly service on various properties

**Byron-Brentwood-Knightsen Union Cemetery**

11545 Brentwood Boulevard  
Brentwood, CA 94513  
Contact: Patricia Howard (925) 634-4748  
Client since 2020  
\*\*Property wide maintenance/Removals

**City of Albany**

540 Cleveland Avenue  
Albany, CA 94710  
Contact: John Hawkrige (510) 559-4275  
Client since 2021  
\*\*City wide projects/Removals

**Common Interest Management Services**

390 Carol Court Suite A.  
Brentwood, CA 94513  
Contact: Tom Lewis (925) 743-3080  
Client since 1999  
\*\*Various property services



**ATLAS TREE SERVICE, INC.**

**COST PROPOSAL**

April 9, 2024

**PROJECT: RFP- Weed Abatement/ Fire Breaks within the City of Clayton**

We want to submit the following as our cost proposal to perform weed abatement/fire break work between May 1, 2024- June 1, 2024. We understand that the scope of work will be to cut weeds 30 feet from fence lines or structures in open space areas. Discing in the open spaces greater than 5 acres. Weed abatement in supplemental areas with proper precaution taken in case of fires by having fire extinguishers on hand at all times.

**QUOTE**

5 Man crew and equipment including: 1 Foreman and 4 Laborers cutting weeds 8 hours a day/5 days a week until contract complete. Equipment on hand would be 5 weed cutting devices, 2 blowers, 2 fire extinguishers and disc mulching equipment as needed. Water buffalo to be on site as well.

**Lump Sum: \$ 108,000.00**

**Standard Terms:**

1. Preferred lump sum payment due upon completion
2. Proposal expires 90 days from date shown.

**Atlas Tree Service, Inc.**

By:   
 Jarred Juarez, Certified Arborist  
 WE-13341A  
 (925) 687-3631  
 estimating@atlastreeservice.com



MT. DIABLO UNIFIED SCHOOL DISTRICT  
MAINTENANCE, OPERATIONS, AND FACILITIES DEPARTMENT  
1480 Gasoline Alley  
Concord, California 94520  
(925) 825-7440

OFFICE OF  
MAINTENANCE/OPERATIONS/FACILITIES  
DIRECTOR

April 11, 2024

To Whom It May Concern:

During my tenure as Landscape Manager, Atlas Tree Service has been our “go to” tree vendor for our vast school district. Their knowledge, expertise, and years of experience have contributed to the success of our department over the years.

Atlas Tree Service is a very reliable arborist and you will always receive a prompt response from the office staff. Not only is this company reliable but they also came to us with a solid reputation of outstanding work in the community.

I highly recommend Atlas Tree Service for all of your tree service needs.

Sincerely,

*Brian Patterson*

Brian Patterson  
Landscape Manager  
(925) 542-8112  
Mt. Diablo School District  
1480 Gasoline Alley  
Concord, CA 94520



*"Small Town Atmosphere  
Outstanding Quality of Life"*

April 9, 2024

To Whom It May Concern,

My name is John Teixeira, Maintenance Superintendent for the Town of Danville. I have worked with the Town of Danville for 29 years and worked with Atlas Tree Service for the last 25 years. Over the years, I have supervised numerous instances of tree work contracted through Atlas Tree Service. They work safely, clean up well and they do a very good job pruning and removal of trees, tasks they have performed for me numerous times. Their equipment is good, and they are very responsive to emergency call out requests. They have highly competent personnel across all facets of their operation, whether it's providing bids, conducting tree work or handling tasks in the office. Appointments are set up quickly and they have always provided a reasonable bid for all projects. For all my projects, I rely on Atlas Tree Service and would recommend them to anyone. Atlas Tree Service does great work, and they are very professional.

Thank you,

John Teixeira  
Maintenance Services Superintendent  
Town of Danville

510 LA GONDA WAY, DANVILLE, CALIFORNIA 94526



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



4i Attachment 1

License Number **393973**

Entity CORP

Business Name ATLAS TREE SERVICE INC

Classification(s) C61/D49 C12

Expiration Date 10/31/2024

[www.csib.ca.gov](http://www.csib.ca.gov)







# APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

## Registration Information

Type: Public Works  
Period: 07/01/2023 06/30/2025

## Contractor Information

Contractor Name: Atlas Tree Service, Inc.  
Trade Name:  
License Type Number: PW-LR-1000427537

## Contractor Physical Address

Physical Business Country: United States of America  
Physical Business City/ Province: Concord  
Physical Business Address: 150 Medburn Street  
Physical Business State: CA  
Physical Business Postal Code: 94520

## Contractor Mailing Address

Mailing Country: United States of America  
Mailing Address: P. O. Box 23343  
Mailing City /Province: Pleasant Hill  
Mailing State: CA  
Mailing Postal Code: 94523

## Contact Info

Daytime Phone:  
Mobile Phone:  
Daytime Phone Ext.:  
Business Email: pamjuarez@atlastreeservice.com  
Applicant's Email: pamjuarez@atlastreeservice.com



TO WHOM IT MAY CONCERN:

Excess Liability limits of \$4,000,000 over \$1,000,000 are available, if needed.

IOA Insurance Services  
3875 Hopyard Road, Suite #200  
Pleasanton, CA 94588

James Rabbitt  
Print Name

*James Rabbitt*  
Signature

Date: 2/8/2024

3875 Hopyard Road, Suite #200  
Pleasanton, CA 94588  
Main (925) 416-7862  
Fax (925) 416-7869



# The International Society of Arboriculture

Hereby Announces That

*Jarred Juarez*

Has Earned the Credential

## ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

*Caitlyn Pollihan*

Caitlyn Pollihan  
CEO & Executive Director

16 February 2021

30 June 2024

WE-13341A

Issue Date

Expiration Date

Certification Number



#0847  
ISA Certified Arborist

---

**T&S Tree Services LLC**


13053 Eberle Rd  
Bakersfield, CA. 93313  
(661)535-5414  
[Office@tnstreeservices.com](mailto:Office@tnstreeservices.com)  
[Lucyr.tstreeservicellc@gmail.com](mailto:Lucyr.tstreeservicellc@gmail.com)

**Price proposal:**

5 man Crew and Equipment Lump Sum for City of Clayton weed  
abatement/Fire Break

Total: \$111,000

Roberto Meza, Owner

 9/16/24

**T&S Tree Services LLC**

13053 Eberle Rd

Bakersfield, CA. 93313

(661)535-5414

Office@tnstreeservices.com

Lucyr.tstreeservicellc@gmail.com

Dear City of Clayton,

T&S Tree Services LLC is eager, motivated, and excited to offer our best-in-class services to the City of Clayton and its residents. As we all know how common Wildfires are in our state of California, it is important to choose the right Company to help mitigate potential FIRE BREAKS. Here at T&S Tree Services, we have gained an understanding of the need to prevent wildfires and always seek better ways to efficiently remove hazardous materials. My team is trained to help mitigate wildfires and work efficiently to remove more hazardous weeds, shrubs, and trees in less time.

**T&S Tree Services LLC commitments:**

The unmatched T&S Tree Services team can help prevent FIRE BREAKS by removing more hazardous weeds, shrubs, and trees in more areas in less time.

Dedicated to helping the City of Clayton prevent wildfires while maintaining tree care industry standard practices.

As owner and foreman, I will work closely with the staff of the City of Clayton to ensure all hazardous materials have been removed to the satisfaction of the City and its residents.


The RFP enclosed helps demonstrate why T&S Tree Services LLC is the best choice for the requested scope of work for the City of Clayton.

I look forward to meeting with you to discuss this proposal and how T&S Tree Services LLC can provide the solutions and value The City of Clayton requires. Thank you for your consideration.

Best regards,

Roberto Meza, Owner

T&S Tree Services LLC

 4/8/24

**T&S Tree Services LLC**

13053 Eberle Rd

Bakersfield, Ca. 93313

(661)535-5414

[Office@tntreeservices.com](mailto:Office@tntreeservices.com)

[Lucyr.tstreeservicellc@gmail.com](mailto:Lucyr.tstreeservicellc@gmail.com)


**References:**

- County of Monterey- Tree Trimming and Pruning.  
Mario Salazar (831)601-9536
- University of California, Santa Barbara- Tree Trimming and Pruning.  
Justin Prince (805)729-2114
- City of Bakersfield- Waste Management Division, cleaning of all  
debris. Robert Manual (661)330-3891  
[rmanuel@bakersfieldcity.us](mailto:rmanuel@bakersfieldcity.us)
- Costco Wholesales- Tree Removal and Transplanting.  
Sargon Davoodle (661)398-4740 [W643mgr@costco.com](mailto:W643mgr@costco.com)

**Relevant Experience:**

- Weed Abatement for the County of Monterey
- Fuel reduction clearance in Carmel, CA
- Brush clearance for the County of Monterey
- Vegetation clearance County of Monterey

Roberto Meza, Owner

 4/8/24

---

**T&S Tree Services LLC**

13053 Eberle Rd

Bakersfield, Ca. 93313

(661)535-5414

[Office@tnstreeservices.com](mailto:Office@tnstreeservices.com)

[Lucyr.tstreeservicellc@gmail.com](mailto:Lucyr.tstreeservicellc@gmail.com)

**Qualifications:**

T&S Tree Services LLC qualifications:

- OSHA 10 Certified
- OSHA 30 Certified
- Utility Power line Clearance Certified
- CPR Certified
- ISA Certified Arborist
- TCIA Member
- License C61/D49


**Staffing:**

Roberto Meza- Owner/General Foreman

Crew:

- Tony Meza- General Foreman
- Javier Mendoza- Arborist
- Jose Meza - Arborist
- Issac Rodriguez - Foreman
- Gerry Lopez- Certified Arborist
- Luis becerra - Groundsman
- Braulio Gonzales - Groundsman
- Juan Ibarra- Supervisor
- Henry Salcedo - operator
- Jose Rodriguez - Groundsman
- Lionel Rodriguez - traffic control

Roberto Meza, Owner

 4/8/24



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**T&S Tree Services LLC**

13053 Eberle Rd

Bakersfield, Ca. 93313

(661)535-5414

[Office@tnstreeservices.com](mailto:Office@tnstreeservices.com)

[Lucyr.tstreeserviceinc@gmail.com](mailto:Lucyr.tstreeserviceinc@gmail.com)

**Price proposal:**

Daily 5-man Crew and Equipment \$3,600

Additional rates:

- \$115 Per Man Hour
- \$75 skid steer Per Hour
- \$175 Masticator Per Hour

Roberto Meza, Owner

RM 4/8/24



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



**1080166**

License Number

Entity **LLC**

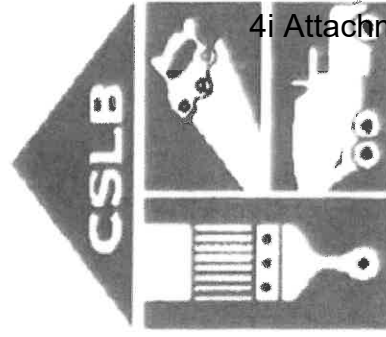
**T&S TREE SERVICES LLC**

Business Name

Classification(s) **C61/D49**

Expiration Date **08/31/2025**

[www.csib.ca.gov](http://www.csib.ca.gov)





**BrightView Tree Care Services**  
Branch Office #49280  
4931 Pacheco Blvd.  
Martinez, California 94553  
Steven Mitchell  
steven.mitchell@brightview.com  
tel:925-525-3148

**Tree Care Service Address/Location**  
City of Clayton - Fire break weed abatement  
Clayton Road  
Clayton, California 94517  
Jim Warburtpn  
JimW@claytonca.gov  
tel:(925)672-7327

**Tree Care Service Billing Address**  
City of Clayton  
6000 Heritage Trail  
Clayton, California 94517  
Jim Warburton  
JimW@claytonca.gov  
tel:(925)672-7327

Proposed Tree Care Services

Species	Qty	Objective	Price
various species	31	Weeds to be cut 30 feet from fence lines or structures in open space areas. Discing in open spaces greater 5 acres. Weed abatement in supplemental areas. Removing or mulching debris. Weed cutting in supplemental areas around trails and creeks in Clayton.	-
<b>Total</b>			<b><u>\$123,000</u></b>

**Additional Information**

5 man crew consisting of (1) Foreman (4) laborers (5) weed cutting devices (2) blowers (2) fire extinguishers



City of Clayton - Fire break weed abatement



Legend (31)  
various species (31)

# BrightView Tree Care Services Terms & Conditions

## 4i Attachment 1

- Bid Specifications:** The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is being done in accordance with ANSI A300 standards.
- Bid Expiration:** This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.
- Work Force:** Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. BrightView Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. BrightView Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.
- Scheduling of Work:** If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
- Work Hours:** Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other license and permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.
- Non-Union Contractor:** Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to Contractor.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.
- Access to Job Site:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
- Cancellation:** Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.
- Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
- Disclaimer:** This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by BrightView Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

## Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

**NOTICE:** FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

## Customer

Signature

Jim Warburtpn

April 3, 2024

Printed Name

Date

## BrightView Tree Care Services

*Steven Mitchell*

April 3, 2024

Signature

Date

Steven Mitchell

April 3, 2024

Printed Name

Date



*Setting the Gold Standard*  
*by partnering with over 300 communities*

City of Clayton  
**RFP for Fire Break Weed  
Abatement**

*\$125,000.*



**GROWING:**  
Greenspace  
Communities  
Environment

**ROOTED IN:**  
Safety  
Experience  
Technology



**West Coast Arborists, Inc.**  
WCAINC.COM • (800) 521-3714  
LIC #366764 • DIR #1000000956





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*Tree Care Professionals Serving Communities Who Care About Trees*

www.WCAINC.com

April 9, 2024

City of Clayton  
**Attn: Jim Warburton**  
6000 Heritage Trail  
Clayton, CA 94517

**RE: RFP Fire Break Weed Abatement**  
**Due: Thursday, April 11, 2024 at 5:00PM**

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for fire break weed abatement services for the City of Clayton. WCA is a family-owned and operated company employing over 1,200 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 51-year track record of working for more than 350 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping), Class C49 (Tree and Palm), and Class C31 (Traffic Control). We currently employ over 95 Certified Arborists and over 155 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Pinole Office located at 781 San Pablo Avenue, Pinole, CA 94564. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at [vgonzalez@wcainc.com](mailto:vgonzalez@wcainc.com). Joe Bartolo, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 412-7656 or [jbartolo@wcainc.com](mailto:jbartolo@wcainc.com).

Sincerely,

Patrick Mahoney, President

**West Coast Arborists, Inc.**

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745





**COMPANY INFORMATION**

President: Patrick Mahoney  
Organization Type: Corporation  
Established: 1972  
Federal Tax ID: 95-3250682  
DIR Registration: 1000000956  
Members of Laborers' Union: LiUNA!  
SAM Entity ID: CFJMV MJ9NSD1  
Website: wcainc.com

**CORPORATE OFFICE**

2200 E. Via Burton St.  
Anaheim, CA 92806

**REGIONAL OFFICES**

Escondido, CA  
Fresno, CA  
Indio, CA  
Ontario, CA  
Phoenix, AZ  
Riverside, CA  
Sacramento, CA  
San Diego, CA  
San Jose, CA  
**San Francisco, CA**  
Santa Clarita, CA  
Stockton, CA  
Ventura, CA

**CONTRACT ADMINISTRATION**

Victor Gonzalez, Vice President  
Corporate Office  
Phone (714) 991-1900  
Fax (714) 956-3745  
Email: vgonzalez@wcainc.com

**FIELD MANAGEMENT**

Joseph Bartolo, Area Manager  
781 San Pablo Ave.  
Pinole, CA 94564  
Phone (714) 991-1900  
Fax (714) 956-3745  
Email: jbartolo@wcainc.com

**EMERGENCY RESPONSE 24/7**  
**1-800-LIMB-DOWN**

# COMPANY QUALIFICATIONS

## Company Introduction

### WEST COAST ARBORISTS, INC. (WCA)

is a family-owned and operated union company employing over 1,200 full-time employees providing tree maintenance and management services. We are proudly serving over 350 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona.

### OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

### 100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.

 <p><b>ISA</b> 95+ ISA Certified Arborists</p>	 <p><b>50 Years Experience</b> (Similar Size &amp; Scope)</p>	 <p><b>1,200+ Qualified Employees</b></p>
 <p><b>TCIA</b> Accredited by TCIA</p>	 <p><b>Local Office &amp; Yard</b> (Pinole/San Francisco)</p>	 <p><b>1600+ Pieces of Equipment</b> (Owned)</p>





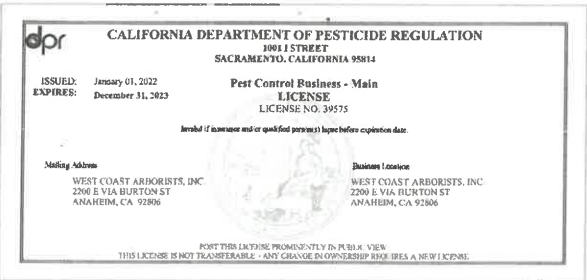
**Corporate Capabilities**

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to perform the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C27, C31, C21, A & B
- Over \$8,500,000 line of credit available
- Annual financial audits available upon request
- Bonded by ARCH, an A+ rated company
- 1,200+ employees
- 350+ contracts with public agencies
- 95+ Certified Arborists
- 155+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 712,000 trees **pruned** annually over past 3 years
- Avg. 46,000 trees **removed** annually over past 3 years
- Avg. 20,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$25 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over \$190 million annually
- Fleet of approximately 1,600 pieces of equipment

**Active Memberships:**

- Tree Care Industry Association (TCIA)
- International Society of Arboriculture (ISA)
- League of California Cities (LCC)
- California Parks & Recreation Society (CPRS)
- Association of California Cities | -Orange County (ACCOC)
- Maintenance Superintendents Association (MSA)
- California Landscape Contractors Association (CLCA)
- Street Tree Seminar (STS)
- California Urban Forest Council (CaUFC)
- American Public Works Association (APWA)



Contractor Information		Registration History	
Field	Value	Effective Date	Expiration Date
Legal Entity Name	WEST COAST ARBORISTS, INC.	05/29/18	06/30/19
Legal Entity Type	Corporation	06/07/17	06/30/18
Status	Active	06/09/16	06/30/17
Registration Number	100000055	06/26/15	06/30/16
Registration effective date	07/01/22	06/19/14	06/30/15
Registration expiration date	05/30/24	07/01/19	06/30/22
Mailing Address	2200 E. VIA BURTON, ANAHEIM 92806 CA United States of America	07/01/22	06/30/24
Physical Address	2200 E. VIA BURTON ANAHEIM 92806 CA United States of America		
Email Address	wgonzales@wcainc.com		
Trade Name/DBA			
License Number (s)	CSLB 366764		
	CSLB 366764		



## COMPANY PERSONNEL

### Introduction

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry.



*Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.*

### Work Force

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. **The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."**

### Certification

WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

### Crew Evaluation

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.



# Meet the Team: Project Team



**JASON PINEGAR**

**Regional Manager/V.P.**

Mr. Pinegar has been with West Coast Arborists, Inc. since December 1993. He started with WCA as a climber and within 6 years was continuously promoted reaching the position of Area Manager. As an Area Manager, he excelled in both customer service, crew management and streamlined operations. He eventually moved to Northern California and developed our operations in the North to include Sacramento, San Jose, Stockton, and San Francisco. In 2018, Jason Pinegar was promoted to Regional Manager for Northern California. As a Regional Manager, he is responsible for field operations and oversees Area Managers in Northern California.

- ISA Certified Arborist Utility Specialist #WE-2039 AU
- TCIA Certified Treecare Safety Professional #259
- ISA Tree Risk Assessment Qualified
- ATSSA Traffic Control Designer #00236727
- NCCCO Certified Crane Operator #050820987R
- TLC Wildlife Area



**JOSEPH BARTOLO**

**Area Manager**

Mr. Bartolo has been with WCA since 1994. He has over 25 years' experience in the arboriculture field managing our municipal contracts in Northern California for the last 8 years. He is responsible for estimating, scheduling, contract administration, personnel and daily operation. He is responsible for field operations, customers service, and management of crews throughout San Francisco and the Bay Area. Through his employment he has gained valuable experience in computer estimating, tree inventory systems, and costing programs which are essential in the efficient operation of tree crews.

- ISA Board Certified Master Arborist #WE-2034 BU
- ISA Tree Risk Assessment Qualified
- TCIA Certified Tree Care Safety Professional #303
- TLC Wildlife Aware



**STUART HUPP**

**Project Supervisor**

Stuart joined WCA in 2023 and brought with him over 10 years of experience in the arboriculture industry. He completed his education at Virginia Tech with a B.S. in Urban Forestry. As Site Supervisor, Stuart is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisor, he will communicate with contract administrators and other interested parties daily. Report and resolve malfunctions, damage, or industrial injury. He will also assist in employee training programs, maintain records, and file daily reports and receipts. He will be the onsite arborist for this project.

- ISA Board Certified Master Arborist WE-11395B
- ISA Tree Risk Assessment Qualified





## Meet the Team: Support Staff



**Andrew Pineda**

**GIS Manager**

Andrew Pineda has been with WCA since 2018. As WCA's GIS Manager, he works on a wide range of projects including tree inventories scope and collection, iTree analysis, tree canopy assessments, tree planting prioritization, ArborAccess training, grant funded tree planting projects, and much more. He was worked with tree inventories of all sizes from small campus inventories with less than 5,000 trees to large California cities with over 140,000 trees. He has in-depth knowledge and understanding of tree inventories, urban forestry best practices, and spatial data. He has also participated in the conversion of tree inventories and the newest version of ESRI ArcGIS.

- ISA Certified Arborist #WE-12738A
- M.S. Geographic Information Science (GIS), CSU Long Beach
- B.A. Environmental Science, Boston University



**LEONARDO TUCHMAN**

**Plant Health Care Arborist**

Leo joined WCA in 2023 and brought with him over 5 years of experience in the arboriculture industry. He completed his education at UC Davis with a B.S. in Environmental Horticulture and Urban Forestry. As a Northern California native, he has in-depth experience assessing various tree species in the area. Current responsibilities as a Plant Health Care Arborist includes establishing GPS tree inventories, arborist report writing tree risk assessments, aerial inspections, tree appraisals, pre-construction planning and diagnosing tree disorders. Additionally, he assists with providing Plant Health Care (PHC) recommendations and service applications.

- ISA Certified Arborist #WE-12453A
- ISA Tree Risk Assessment Qualified
- ASCA Registered Consulting Arborist #771
- DPR Qualified Pest Control Applicator



**NICOLE WARDRIP**

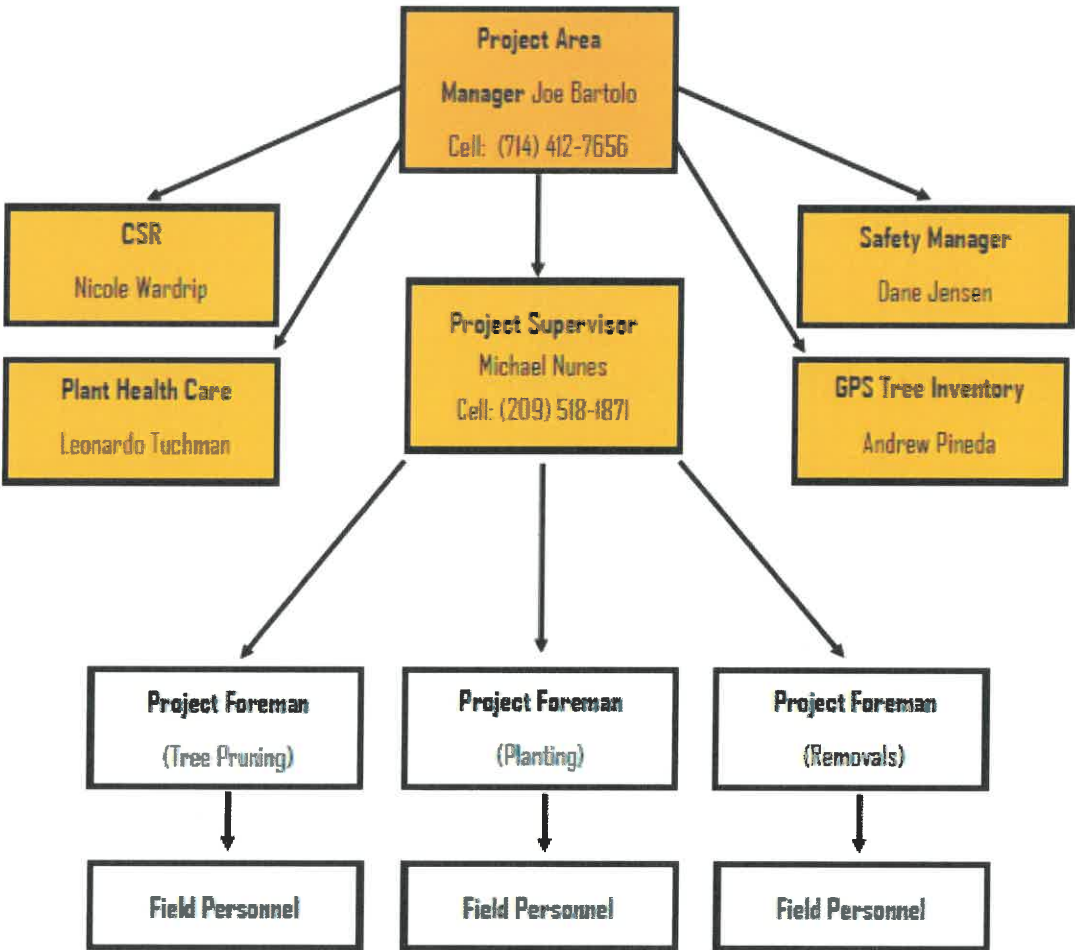
**Customer Service Rep. (CSR)**

Nicole joined WCA in 2019 as the Office Manager/Customer Service Representative (CSR) for our Pinole office. As the CSR, she is responsible for providing support to the Area Manager, Site Supervisor and crew. She is to act as a liaison between the company and it's clients as well as the general public. Nicole is responsible for responding to customer service inquires and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc. Nicole works directly with our customers in the San Francisco Bay region including the City and County of San Francisco, City of Alameda, City of Berkeley, City of Newark and City of San Carlos to name a few.





# ORGANIZATION CHART PROJECT TEAM






WCA has forged a successful partnership with the Laborer's International Union of North America.

HIGHER STANDARDS + EXEMPLARY TRAINING = SUPERIOR EMPLOYEES

**13 offices with prestigious Tree Care Industry Association (TCIA) accreditation**

CERTIFIED TREE WORKER	CERTIFIED ARBORIST	HONORARY CERTIFIED MASTER ARBORIST	ISA CERTIFIED	
165	101	7	<b>ISA Board Certified Master Arborists</b>	
			Michael Palat	#WE-6541 BUM
			Kelley Gilleran	#WE-7061 B
			Tim Crothers	#WE-7655 BUM
			Joseph Bartolo	#WE-2034 BU
			Eugene Bordson	#WE-10777 BT
			Rebecca Mejia	#WE-2355 B
			Jeffrey Crain	#WE-6658 B

<b>55</b> ISA Tree Risk Assessment Qualified	<b>151</b> WCA Certified Utility Line Clearance Workers	<b>20</b> ISA Certified Utility Specialists	<b>57</b> TCIA Certified Treecare Safety Professionals	<b>10</b> ISA Municipal Specialists	<b>1</b> Nursery in Placentia & Dedicated Manager	<b>8</b> Information Technology Specialists	<b>75</b> Fleet Mechanics	<b>10</b> NCCCO Certified Crane Operators
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American Society of Arboriculture Registered Consulting Arborists

**3 ASCA Consulting Arborists**

- Tim Crothers RCA #721
- Kelley Gilleran RCA #668
- Leo Tuchman RCA #771

## Wildlife Protection

WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for *Tree Care for Birds and Other Wildlife*.

BMP Training	<b>95</b> Wildlife Aware Trained/Certified by WTI	<b>1</b> On-Staff Biologist
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## Unique Capabilities

**Plant Health Care**  
WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications. We maintain **in-house** State Certified qualified pest applicators.

**California Department of Pesticide Regulation (DPR)**  
WCA has **1 Advisor (PCA)** and **10 Applicators (QAL)** on staff.

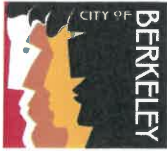




# SIMILAR EXPERIENCE/REFERENCES

## CITY OF BERKELEY

SINCE 2006



WCA provides as-needed service request maintenance for the City of Berkeley. Service includes grid pruning, service pruning, large tree removals, and emergency response city-wide and at a number of city-owned facilities. We also provide fire fuel reduction and vegetation clean-up as-needed.

**Contact:** Tom Dodge, Forestry Technician  
1325 Bancroft Way, Berkeley, CA 94702 ~ (510) 981-6687 ~ [tdodge@ci.berkeley.ca.us](mailto:tdodge@ci.berkeley.ca.us)  
**ANNUAL BUDGET: \$1,000,000**

## COUNTY OF YOLO

SINCE 2016



WCA has assisted the County with annual tree maintenance services such as pruning, removals, planting, and emergency work. We also perform large tree removal work and ladder fuel pruning for special Fire Reduction projects as-needed.

**Contact:** Kurt Johnson, Inspector  
120 W. Main St., Ste. E., Woodland, CA 95695 ~ (530) 406-4930 ~ [kurt.johnson@yolocounty.org](mailto:kurt.johnson@yolocounty.org)  
**ANNUAL BUDGET: \$700,000**

## COUNTY OF PLACER

SINCE 2018



WCA provides the County with roadside vegetation removal and storm damage clean-up services as-needed.

**Contact:** Christopher Funk, Inspector  
11476 C Avenue, Auburn CA 95603 ~ (530) 401-2509 ~ [cfunk@placer.ca.gov](mailto:cfunk@placer.ca.gov)  
**ANNUAL BUDGET: \$60,000**

## TOWN OF LOS GATOS

SINCE 2010



In addition to tree pruning and maintenance, WCA provided the Town with Roadway Maintenance Management Services during the 2021-2022 FY. This work includes fuel load reduction along the roadways within the town.

**Contact:** Robert Moulden, Public Works Arborist  
41 Miles Ave., Los Gatos, CA 95030 ~ (408) 827-3543 ~ [rmoulden@losgatosca.gov](mailto:rmoulden@losgatosca.gov)  
**ANNUAL BUDGET: \$500,000**

## CITY OF MONTEREY

SINCE 2001



In addition to providing tree maintenance citywide, WCA entered into an agreement for Citywide Fuel Reduction services. Work includes ground level pruning or removal of trees, mechanical or chemical control of invasive species, chipping or mastication of excessive woody debris, and other misc. services as-needed.

**Contact:** Louie Marcuzzo, Park Operations Manager  
580 Pacific St., Monterey, CA 93940 ~ (831) 596-8957 ~ [marcuzzo@monterey.org](mailto:marcuzzo@monterey.org)  
**ANNUAL BUDGET: \$1,000,000**







# SCOPE OF SERVICES

## Tree, Brush, and Weed Clearing

Crew size will vary depending on zone sections and areas working on. Generally, no less than a 4-man crew, averaging to 6-man crew, per crew. Quantity of crews may increase over time as the project is underway to support the needs of the contract and end goals as well as working multiple area simultaneously. Working 9-hour days on average.

Hand tools to be used would include, but not limited to chainsaws, brush cutting weed whackers, for understory brush, power pole saws, pole saws, tree climbing equipment, winch and sleds for brush pulling. Chippers, dump trucks, and bucket trucks to be used where accessible. Trees and shrubs to be trimmed to maintain visibility of highway signs and safety devices, and to provide a minimum 14 feet of clearance over the traveled way and shoulder.

## Grinder

Our purchase of a 2021 Vermeer HG6000 Horizontal Grinder has streamlined the process of chip grinding. With a remote control we can adjust the machine operation based on what materials are being processed without getting out of the loader, ultimately making our process more efficient and time-saving. A horizontal grinder is especially useful to reduce the need for chipping all of the tree debris at a jobsite as the grinder can handle larger dimensions than the standard brush chipper. By utilizing the horizontal grinder we are able to produce more usable woodchips that can then be repurposed.

## Masticator

Our equipment is capable of brush clearing, mulching heavy/dense brush and removing trees for fuel abatement in rural and county areas. We use a 2020 ASV RT- 120F Forestry Compact Track Loader. This equipment brings size, power and durability while still being considered compact. This method of using a masticator allows us to reduce fuel in a high fire area. Utilizing a masticator makes our process easier for work that can be too demanding and time consuming for crews to complete by hand or with other machines such as running debris through a chipper. The unit includes metal guarding against brush and debris around key areas. In cases where there is large diameter logs, we can swap out the masticator head with a grapple bucket.

## Tree and Stump Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification. Our standard stump grinder is the Vermeer SC802. This stump grinder is ideal for any size job and can be used to grade large stumps. We also use the Dosko SC69 stump grinders. These are intended to remove tree stumps and exposed root systems close to ground level. Tree removal and stump removal are to be charged separately in accordance with the contract.

## Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

## PROJECT UNDERSTANDING & SCHEDULE

Once contract is awarded, a pre-job meeting would be requested to review the goals and expectations of the project as well as review the contractor requirements of on the jobsite needs, i.e. flagging, traffic control, public notice, fire prevention tools, marking of work areas per zones, high-water markings, and the Tree Protection Zones for sensitive work areas. Additionally, a site visit to confirm the identified zones are understood accordingly. The WCA Foreman(s), Supervisor, and Manager designated to the project will also be present. The Foreman will be responsible to identify sensitive species to work around.

### Implementation Plan

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

*Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.*

### Area Manager: Joe Bartolo

**ISA Board Certified Master Arborist Certification #: WE-2034BU**

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manger will provide overall field supervision and crew management.

### Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

### Weekly Management

- Weekly management will consist of, but is not limited to:
- Weekly inspection of work completed
- Meet with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with Agency specifications
- Maintain open communication

### Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.



### Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

### Communication Systems

Our use of modern and reliable communication systems affects our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

### Permits and Licensing

WCA will procure a City Business License as necessary, and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

### Right-of-Way

All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.



### Cooperation and Collateral Work

WCA will give right to operate within the project to the Agency workers and/other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

### Project Site Maintenance

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air containments in quantities that violate the regulations of any legally constituted authority.

## Workflow Timelines

### PRUNING FLOWCHART

(Within 30-day Completion)



### REMOVAL FLOWCHART

(Within 15-day Completion)



### EMERGENCY FLOWCHART

(Within 1-3 hour Response / 24-hour Completion)





## Quality Control

### Feedback

WCA regularly receives and tracks feedback from customers and residents as a means to acknowledge good performance and provide prompt resolution for any negative comments. Every month, a summary of the feedback is then reviewed by the management team.

### Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

### Complaints & Damage Resolution

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

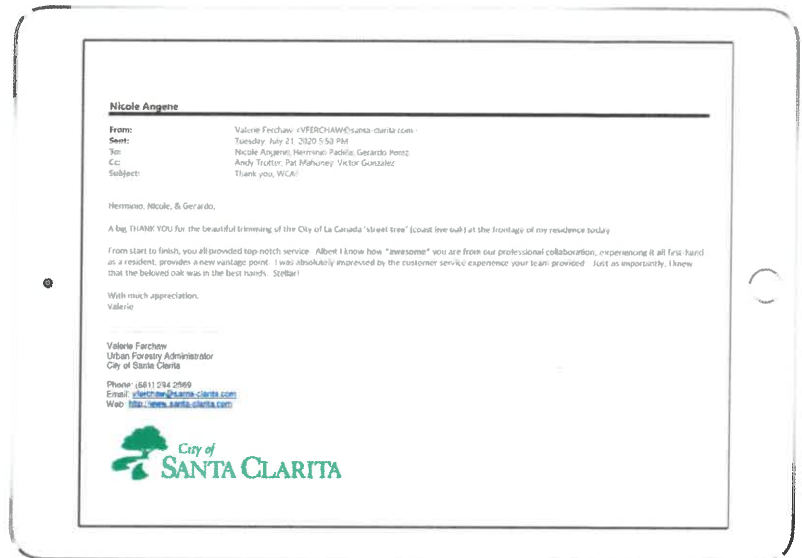
If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. We will notify the Agency Representative immediately upon damage of private property including plans for corrective measures to take place within 48 hours.

Any activities found by the Agency to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair.

We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.

### Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.



## Safety & Training

### Safety Program

Safety standards are top priority at West Coast Arborists, Inc. Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees. Our crews are instructed to follow the safety standards of ANSI Z133.1 as well as Cal-OSHA requirements. We have one of the most extensive safety training programs in the industry. We provide our employees with state-of-the-art training tools and instructional sessions company wide. Our insurance carriers and Cal-OSHA have recognized us repeatedly for outstanding safety training efforts.

We have a full time Safety & Training Manager, Dane Jensen, that is professionally trained in the field of horticulture. As WCA's Training Manager, Dane is responsible for staying up to date on all tree-related industry standards as related to safety and the wellness of our employees and the public in which we serve. Training materials are regularly reviewed and updated to ensure WCA employees receive the proper education, instruction and hands on experience needed to perform their day-to-day activities safely and efficiently. Training topics include a full circle from proper pruning techniques, arboriculture, to customer service and everything in between.

- ISA Certified Utility & Municipal Arborist #WE-12014A
- ISA Skills Test Evaluator—TW Climber
- TCIA Certified Treecare Safety Professional #3303
- ISA Tree Risk Assessment Qualification #E4068
- American Heart Association BLS and First Aid Instructor



*Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees.*

### Public Convenience and Safety

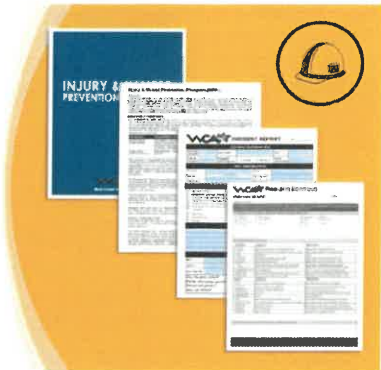
WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the Agency (excluding emergency services).



**Employee Training Program**

West Coast Arborists, Inc. provides an extensive in-house training curriculum for all employees to broaden their knowledge of the arboriculture field of study. Included in this training are the ISA standards, both Treeworker and Arborist study programs, and a variety of Tree Care Industry Association home study programs. We also offer training courses to our staff in areas of customer service satisfaction, maintaining professional conduct, and Qualified Line Clearance Trimmer Training.

Our Training and Safety team members are tasked with completing field evaluations of crews and members are on-site to coach and train employees on safe practices. Employees receive performance evaluations at 90 days, 6 months, then annually (or as-needed) after their first year. All employees are provided copies of WCA's Injury & Illness Prevention Program.



**Traffic Control**

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the Agency will approve traffic safety



**SAFER ROADS SAVE LIVES**

equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.



*WCA is dedicated to health and safety for trees, employees, and the community.*





# EQUIPMENT LIST

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications, as required.

## CHP Biennial Inspection of Terminal Certification

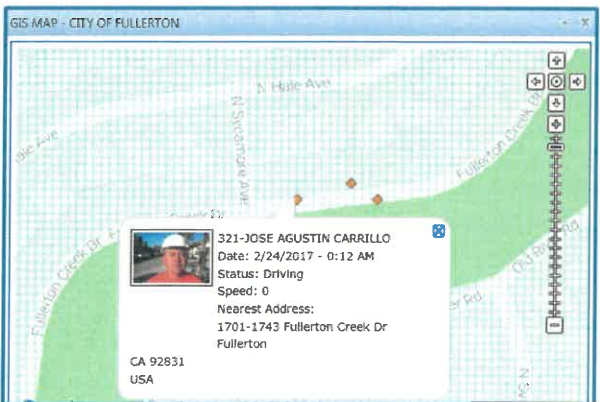
We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

## Telematics (GPS)

WCA has partnered with Geo-Tab to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers

Equipment List Summary	
Pick Up Trucks	389
Aerial Lift Devices	358
95ft Aerial Devices	18
Dump Trucks	224
Flat Beds	45
Field Service Trucks	32
Arrowboards	98
ATVs	24
Stump Grinders	67
Loaders	96
Rubber Track Loader	1
Root Pruners	2
Roll off Trucks	54
Saw Mill	3
Log Skidder	4
Back Hoes	1
Brush Chippers	159
Cranes	6
Toyota Prius	8
Toyota Yaris	9
Ford CMAX	4







### IN-HOUSE FLEET MAINTENANCE

We currently have more than 1,600 pieces of fairly new equipment that enables us to replace equipment immediately should there be any unforeseen mechanical problems. We employ over 50 full-time mechanics that perform an in-house fleet maintenance program. This allows our equipment to be in good operating condition necessary for accomplishing the City's needs. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time. Equipment is assigned to different crews and if the crew is shared with another contract the equipment will be as well.

### PREVENTATIVE MAINTENANCE PROGRAM

All WCA equipment goes through our Preventative Maintenance program. From our solar powered arrow boards, to our Freightliner Roll Off trucks. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time.

### SUSTAINABILITY

Over the last few years, we have invested heavily in new equipment to keep our fleet modern, comply with state requirements, meet demand and reduce our effects on the environment. We understand with a fleet as large as ours that we are responsible for the amount of emissions our vehicles produce and actively make an effort to monitor and reduce our carbon footprint.



*Through our ability to dedicate specific pieces of equipment for this project, we believe it will lead to a successful program.*



### COMPLETE EQUIPMENT LISTING

Type	Make/Model	Description	VIN
Aerial Tower	2019 FORD	F750W/ HI-RANGER 5FB-55	1FDNF7AYXKDF11255
Aerial Tower	2022 FREIGHTLINER	M2106 / TEREX XT PRO 60/70	1FVACWFD6PHNZ1170
Aerial Tower	2017 FORD	F750W/TEREX XTPRO 60-70	1FDPF7AY2HDB07061
Aerial Tower	2016 DODGE	RAM 5500 HI-RANGER LT40	3C7WRMAJ3GG227416
Aerial Tower	2016 DODGE	RAM 5500 HI-RANGER LT40	3C7WRMAJ7GG227418
Aerial Tower	2019 FORD	F750 / TEREX XT PRO 60/70	1FDPF7AY4KDF03757
Aerial Tower	2019 FORD	F750 / TEREX - XT PRO 60/70	1FDPF7AY2KDF03451
Aerial Tower	2019 FORD	F750/W TEREX L4045 DERRIK	1FDPF7AY8KDF02806
Aerial Tower	2017 DODGE	RAM 5500/HI RANGER LT40	3C7WRMAJ4HG760778
Arrowboard	2020 WANCO	WTSP55 ARROW BOARD	5F11S1018L1004422
Arrowboard	1999 STARLITE	SOLAR ARROWBOARD	1S9A41018XL358504
Arrowboard	1999 STARLITE	SOLAR ARROWBOARD	1S9A41017XL358689
Chipper	2023 VERMEER	BC1500 BRUSH CHIPPER	1VRD18AE0P1051350
Chipper	2023 VERMEER	BC2100XL BRUSH CHIPPER	1VRH21AJ5PF050023
Chipper	2022 VERMEER	BC1500 BRUSH CHIPPER (GAS)	1VR2181V8N1012624
Chipper	2007 VERMEER	BC1500 BRUSH CHIPPER	1VR2161V871001050
Chipper	2018 VERMEER	BC1500 BRUSH CHIPPER	1VR2181V6J1009067
Chipper	2021 VERMEER	BC1500 BRUSH CHIPPER (GAS)	1VR2181V8M1012296
Chipper	2017 VERMEER (GAS)	BC1200XL	1VR7141Y7H1003104
Dump Truck	2023 FORD	F750 CHIPPER TRUCK	1FDNF7DCXPDF00313
Dump Truck	2017 FORD	F550 CHIPPER TRUCK	1FDUF5HY0HEB24397
Dump Truck	2017 FORD	F550 CHIPPER TRUCK	1FDUF5HY2HED60209
Dump Truck	2017 FORD	F550 CHIPPER TRUCK	1FDUF5HY9HED60210
Dump Truck	2015 FORD	F550 SUPER DUTY	1FDUF5GY3GEA85028
Dump Truck	2017 FORD	F650 CHIPPER TRUCK	1FDNF6AY0HDB05181
Dump Truck	2023 FORD	F650 CHIPPER TRUCK	1FDNF6DC3PDF06755
Dump Truck	2003 CHEVY	C5500/ALTEC AT35G	1GBE5E1E93F510366
Loader	2016 CATERPILLAR	908M WHEEL LOADER	CAT0908MTH8800935
Mechanic Truck	2008 FORD	F350 MECHANIC TRUCK	1FDSF34568EA90473
Pickup	2021 DODGE	RAM 1500	3C6JR6ET0MG586773
Pickup	2019 DODGE	RAM 1500	3C6JR6DT5KG527071
Pickup	2018 DODGE	RAM 2500 PICKUP	3C6LR4AT3JG176970
Pickup	2018 DODGE	RAM 2500	3C6LR4AT8JG176964
Pickup	2015 DODGE	RAM 1500SLT	3C6JR6DT6FG621725
Pickup	2019 DODGE	RAM 1500	3C6JR6DT0KG506905
Pickup	2015 DODGE	RAM 1500	3C6JR6DTXFG580919
Roll-Off Truck	2017 FRIEGHTLINER	SD108 ROLL OFF (PUSHER)	1FVHG5FE9JHJM3812
Stakebed Truck	1999 FORD	F550 STAKEBED	1FDAF56S8XEC37675
Stump Grinder	2019 VERMEER	SC802 STUMP CUTTER	1VR2151J2K1003148
Stump Grinder	2018 VERMEER	SC362 STUMP CUTTER	1VRF112Y9J1001837



# FEE PROPOSAL

***Includes 5 Man crew and equipment consisting of:***

- 1 Foreman able to cut weeds for 8 hours per day 5 days per week until completion of contract.
- 4 Laborers able to cut weeds for 8 hours per day 5 days per week until completion of contract.
- 5 Weed cutting devises.
- 2 Blowers.
- 2 fire extinguishers in close proximity of the weed cutting.

<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
1 Foreman	per day	\$1,000.00
4 Laborers	per day	\$4,000.00

*5 Weeks*  
*\$ 125,000.*





# INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed, if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	<b>CONTACT NAME:</b> PHONE (A.C. No. Ext): (866) 283-7122 FAX (A.C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> West Coast Arborists, Inc. 2200 E Via Burton Anaheim CA 92806 USA	INSURER A: Starr Indemnity & Liability Company	NAIC # 38318
	INSURER B: Starr Specialty Insurance Company	16109
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identification:

**COVERAGES**      **CERTIFICATE NUMBER:** 570100231595      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      *Limits shown are as requested*

TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			1000100141231 SIR applies per policy terms & conditions	07/01/2023	07/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP/AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1000190198231	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1000004228 Workers Comp CA 1000004229 Workers Comp AZ	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570100231595

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  West Coast Arborists, Inc. 2200 E. Via Burton Anaheim CA 92806 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Insurance Services West, Inc.</i>







## CITY OF CLAYTON

### CONTRACTING SERVICES AGREEMENT

In entering into this Contracting Services Agreement ("Agreement") this 30<sup>th</sup> day of April, 2024 ("Effective Date"), the City of Clayton, a California municipal Corporation ("City") and Waraner Brothers Tree Service ("Contractor") (each a "party," and collectively the "parties"), do mutually agree and promise as follows:

1. Special Conditions:

A) Contractor's Name & Address:  
 Waraner Brothers Tree Service  
 PO Box 142  
 Clayton Ca 94517

B) Payment Limit:  
 Year One: \$72,000.00 5/1/2024 to 4/30/2025

With options for three (3) one-year extensions by mutual agreement. with a 5% increase for cost of living each year, 1<sup>st</sup> year extension \$75,600.00 2<sup>nd</sup> year extension \$79,380.00. 3<sup>rd</sup> year extension \$83,349.00 four-year total \$310,329.00.

C) Expense Limit: \$0

D) Completion Date: 6/30/2024

E) Contractor Federal Tax I.D. or SSN: 680167431

2. Employment: Independent Contractor: The City employs Contractor on an independent contractor basis, and Contractor is not an employee of the city. Contractor accepts such employment and shall provide materials, labor and equipment necessary to perform the services, described more fully in Exhibit A, which is attached to this Agreement and incorporated herein by this reference, (the "services") upon the terms and in consideration of the payments stated herein. The services required by this Agreement shall be performed by Contractor or under its supervision. Contractor shall determine the means, method and details of performing the services subject to the requirements of this Agreement. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the services under this Agreement on behalf of Contractor shall not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, certified payrolls, income tax withholding, unemployment insurance, and workers' compensation insurance.

3. Insurance: Contractor shall, at no cost to the City, obtain and maintain during the term hereof•.

7

(a) Workers' Compensation Insurance pursuant to State Law, and (b) Comprehensive Liability Insurance including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1 for all damages due to bodily injury, sickness or disease, or death to any person and damage to property, including the loss of use thereof, arising out of each accident or occurrence. The Workers' Compensation policy shall include a waiver of subrogation. Contractor shall furnish evidence of such coverage, naming the City of Clayton, its officers and employees as additional insured and requiring 30 days written notice of policy lapse or cancellation, to the City prior to the commencing work under this Agreement and as a condition precedent to the Agreement being effective. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

4. Payment: The City of Clayton shall pay the Contractor for services performed at the rates shown in Exhibit B, attached to this Agreement and incorporated herein by this reference, which rates shall include all overhead and incidental expenses. In no event shall the total amount paid to the Contractor exceed the payment limit specified in Sec. 1 C) and D) without prior written approval of the City Manager, City of Clayton. Contractor's statement of charges shall be submitted at convenient intervals. Payment will be made within thirty (30) days after receipt of each statement.
5. Time of Completion. Unless the time is extended in writing by the City, the Contractor shall complete all services covered by this agreement no later than the completion date listed above. Interim completion dates, if any, will be established as shown in Exhibit A.
6. Record Retention; Inspection. Except for materials and records delivered to the City, the Contractor shall retain all material and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three (3) years after Contractor's receipt of the final payment under this Agreement. Upon request by the City, the Contractor shall make such materials and records available to the City at no additional charge and without restriction or limitation on their use. The Contractor shall also make such materials and records available to authorized representatives of the State and Federal Governments at no additional charge.
7. Documentation: The Contractor shall prepare and deliver to the City at no additional charge the items, if any, described in Exhibit A to document the performance of this Agreement and shall furnish to the City such information as is necessary to enable the City to monitor the performance of this Agreement.
8. Extra Work: Any work or services in addition to the work or services described in Exhibit A shall be performed by the Contractor at rates as stated in Exhibit B. The Contractor shall be paid for the extra work at a rate mutually agreed on prior to commencement of the extra work. In no event shall the Contractor be entitled to compensation for extra work unless a written authorization or change order describing the work and payment terms has been executed by the City prior to the commencement of the work.
- g. Termination by The City: At its option, the City shall have the right to terminate this Agreement at any time by written notice to the Contractor, whether or not the Contractor is then in default. Upon such termination, the Contractor shall, without delay, deliver to the City all materials and records

prepared or obtained in the performance of this Agreement and shall be paid, without duplication, all amounts due for the services rendered up to the date of termination.

10. Contract Extension: This is a one-year contract, with options for three (3) one-year extensions for a total of four years for annual weed abatement services on City-owned public properties to Waraner Brothers Tree Service as the lowest responsible bidder for a 1-year contract with an option of three one -year extension by mutual agreement. The first year at year at \$72,000.00 with a 5% increase for cost of living each year, 1<sup>st</sup> year extension \$75600.00. 2<sup>nd</sup> year extension \$79,380.00. 3<sup>rd</sup> year extension \$83,349.00. four-year total \$310,329.00.
11. Abandonment By Contractor: In the event that the Contractor ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, the Contractor shall, without delay, deliver to the City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the value of the services performed up to the time of cessation or abandonment.
12. Breach: In the event that the Contractor fails to perform any of the services described in this Agreement or otherwise breaches this Agreement, the City shall have the right to pursue all remedies provided by law or equity. Any dispute relating to the performance of this Agreement shall not be subject to non-judicial arbitration.
13. Compliance with Laws: In performing this Agreement, the Contractor shall keep itself fully informed of and in compliance with all applicable laws, statutes, ordinances, rules, regulations and reporting requirements, whether federal, state or local in origin, including without limitation all applicable Cal/OSHA and environmental regulations, of any nature. Contractor shall obtain and maintain in full force and effect all licenses required to perform the services under this Agreement for the duration of this Agreement.
14. Assignment: This Agreement shall not be assignable or transferable in whole or in part by the Contractor, whether voluntarily, by operation of law or otherwise provided, however, the Contractor shall have the right to sub-contract that portion of the services for which the Contractor does not have the facilities to perform so long as the Contractor notifies the City of such sub-contracting prior to execution of this Agreement. Any other purported assignment, transfer or sub-contracting shall be void.
15. Indemnification: The Contractor shall defend, indemnify, save and hold harmless the City and its agents, officers and employees from any and all claims, costs and liability, including attorneys fees, expert fees and litigation costs, for any damages, injury or death arising directly or indirectly from or in any way in connection with the services provided under this Agreement, due to or claimed or alleged to be due to negligent, whether active or passive, or wrongful acts, errors or omission of Contractor or any person under its control, save and except claims or litigation arising through the sole gross negligence or sole willful misconduct of the City, All City expenses, including attorney's fees, experts fees and litigation costs, related to any claims or litigation shall be paid by the Contractor as they are incurred.
16. Prevailing Wages: The Contractor and each of its sub-contractors shall pay all workers employed to perform the services under this Agreement not less than the wages specified in the General Prevailing Wage Determination made by the Director of Industrial Relations in effect on the date of this Agreement, and shall comply with all applicable requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section



16000, et seq. ("Prevailing Wage Laws"). City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per

diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, consultants, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing wage Laws.

17. Equal Opportunity Employment: Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
18. Attorney's Fees: If an action is commenced by either party against the other party to enforce the terms of this Agreement, the prevailing party shall be entitled to .an award of reasonable attorneys' fees..
19. Heirs Successor and Assigns: This Agreement shall inure to the benefit of and bind the heirs, successors, executors, personal representatives and assigns of the parties.
20. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements, whether written or oral. This Agreement may only be modified by a writing signed by both parties.
21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Contra Costa County.
22. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
23. No Third-Party Beneficiaries. There are no intended or incidental third-party beneficiaries of any right or obligation assumed under this Agreement by the parties.
24. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
25. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and all of which shall constitute one fully executed Agreement.

IN WITNESS WHEREOF, the undersigned duly authorized signatories have executed this Agreement on behalf of the respective parties, with the intent that it be effective on the Effective Date, on the respective dates shown:

CITY OF CLAYTON

Waraner Brothers Tree Service

BY

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
\_\_\_\_\_  
(Designate official capacity in the business)

DATE:

\_\_\_\_\_

\_\_\_\_\_

Attachments: Exhibit A and Exhibit B, attached behind this page

Scope of work

General map

# Scope of Work For Weed Abatement

4i Attachment 3

1. To perform weed abatement throughout the City of Clayton for fire protection using any type of mechanical equipment to perform this work including but not limited to weed eaters and flail mowers
2. All weeds are to be cut to a maximum of 2 1/2 inches from grade.
3. All areas that abut streets, sidewalks, and drainage ditches will be clean of all debris that is produced by the abatement.
4. This work will not start any later than May 14 of each year (unless agree upon by the City for a later start date) and will not start any earlier than May 1 of each year. Start date is approved yearly by the City of Clayton Maintenance Superintendent.
5. This work will be completed and pass the City's inspection no later than June 23 of each year
6. Work crews will be on site everyday once work has started (by May 14 unless agreement is made by the City for a later start date)
7. Contractor must have work crews consisting of a minimum of 5 workers on site once work starts.
8. Work will be performed Monday through Friday during normal business hours (7am-5pm) excluding City Holidays unless given prior permission by the City of Clayton.
9. All work will be performed in areas marked on City map and work will be consistent to the map legend (please read map carefully)
10. This contract is for one year (2020) with yearly extensions in 2021, 2022, and 2023 for a total of 4 years. Please include costs for each year after the initial contract year of 2020 with total for 4 years.
11. Any question on the work to be performed can be sent to Jim Warburton with the City of Clayton Maintenance Department call at 925 673-7327 or e-mail at [jwarburton@ci.clayton.ca.us](mailto:jwarburton@ci.clayton.ca.us)



APPENDIX A

## Contra Costa County Fire Protection District

### MINIMUM WEED ABATEMENT STANDARDS

#### **A. Parcels five acres or less in size**

Maintain ALL weeds at a height of no more than 3 inches. Weeds and grasses must be mowed with material mulched and raked, bagged and removed (see discing quality below)

**B. Parcels greater than five acres in size:**

Shall be provided with 30-foot fuelbreaks and 15-foot Cross break should divide the parcel into approximately 5-acre sections Fence lines may require hand mowing/weed eating to ensure completion of fuel break. When terrain steep rugged for tractor. a hand mowing may be required.

- C. **Fuelbreaks** along roadways are required as part of the property line. Road right of ways shall be cleared to a minimum of 10 feet horizontally from the edge of driving surface and 13'6" vertically.
- D. **Active Pasture** shall be provided with 15 foot wide fuel breaks ~~or crossbreaks if the crop is to be~~ ~~fuelbreaks shall be required.~~ and cross breaks if a sufficient number of animals are present to steadily reduce the height of the grasses during the summer months to 3 inches or less by the end of August irrespective of parcel size. If this requirement can not be met 30' fuelbreaks and crossbreaks shall be required.
- E. **Active cropland** shall be provided with 15-foot crossbreaks or crossbreaks if the crop is to be harvested by mid-June. If there is to be a later harvest, 30-foot fuel breaks shall be required.
- F. **Orchards** are to be maintained by complete abatement, including grasses under tree branches this may require pruning of lower branches to allow equipment access.
- G. **Tree litter** (eucalyptus leaves and bark, coniferous needles, leaves, fallen branches, etc.) shall be removed from the base of trees, tree stems and limbs within ten feet of the ground and maintained throughout the season. of limbs within 10 feet of the ground throughout the season.
- H. **30-foot fuel breaks, where required, shall be provided structures,** combustible storage, trees, shrubs and brush, along ridge lines, and fence lines and ditches, and along the sides of, but not in, creeks. Fuel breaks and crossbreaks are a continuous strip of disced or dozed ground following as closely as possible to the property line, and along one side of all fence lines, ditches and on top of all ridgelines. Remove from the property all debris, rubble, junk, piles of dirt, etc., which would obstruct or impede vehicles and /or equipment used for abatement work of fire suppression operations.,

**Mowed fuelbreaks** shall be 60 feet wide and mowed crossbreaks 30 feet wide due to ability of the remaining surface material to support fire growth.

## Discing Quality

All discing work, including fuelbreaks, shall be completed so that all weeds, grasses, crops and other vegetation or organic material, which could be expected to burn, shall be completely turned under to the point that there is not sufficient exposed fuel to maintain or allow the spread of fire.



PO BOX 142  
 Clayton, CA. 94517  
 Phone: 925-250-0335

4i Attachment 3  
**Estimate**

DATE: ESTIMATE #  
 3/26/2024 5015

**Name / Address**

CITY OF CLAYTON  
 6000 Heritage Trail  
 Clayton, Ca 94517

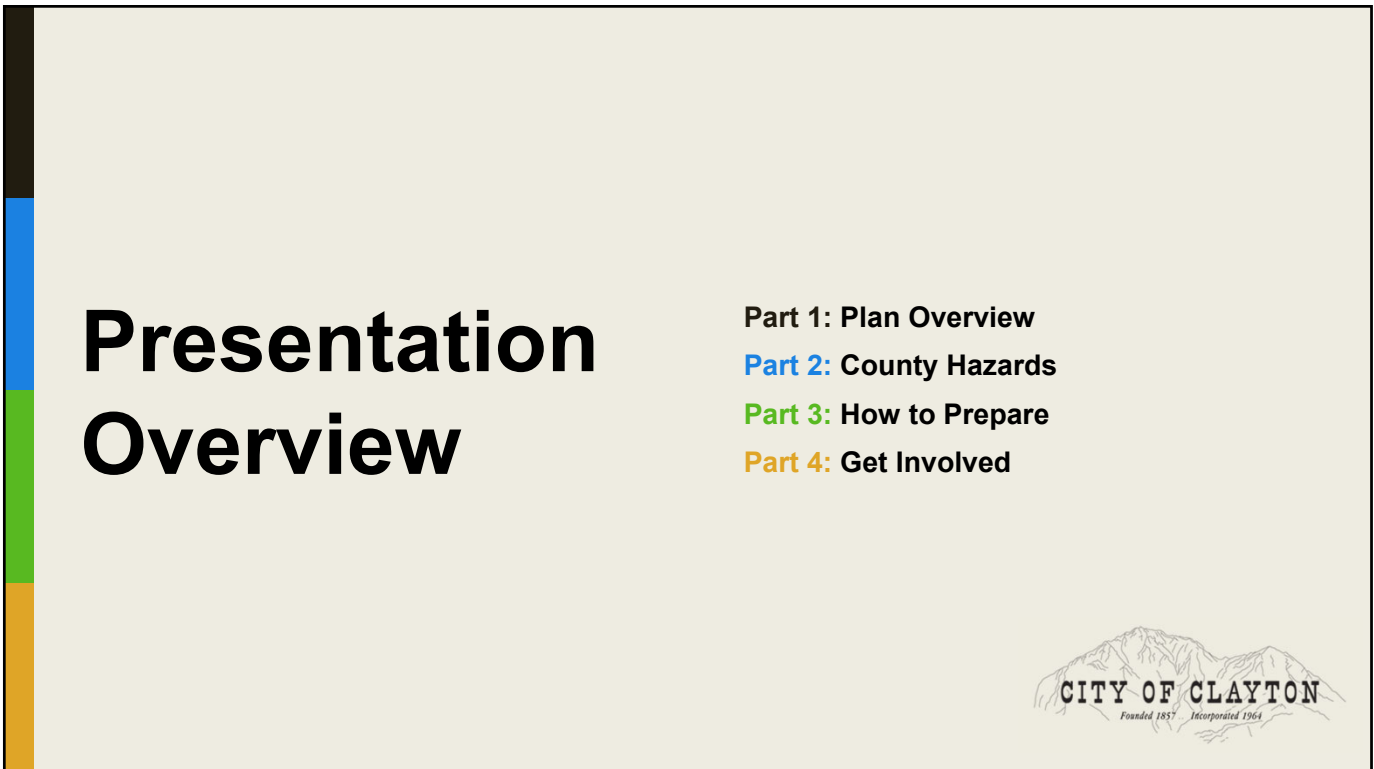
**PROJECT:**

ED WARANER (925) 250-0335  
 ARBORIST LICENSE #WC3386A  
 CONTRACTORS LICENSE #642272  
 BONDED, LICENSED AND FULLY INSURED

**BILL TO:**

FIRE ABATEMENT

Line Item	Description	Qty	Cost	Total
	<p>THE PROPOSAL IS AN ESTIMATE FOR FIRE ABATEMENT. THE WORK WOULD BE IN ACCORDANCE WITH FIRE STANDARDS AS ACCORDING TO CONTRA COSTA FIRE STANDARDS AND SPECIFICATIONS FOR SAFETY IN CREATING A DEFENSIBLE SPACE AROUND AND THROUGHOUT THE CITY OF CLAYTON. THIS INCLUDES THE AREAS SPECIFIED ON THE MAP PROVIDED BY THE CITY OF CLAYTON. THE FIRE ABATEMENT WOULD INCLUDE LABOR, BOBCAT AND DISCING OF AREAS LOCATED ON THE MAP. PRICE WILL REMAIN THE SAME FOR THE 3 YEARS BUT AN ADDITIONAL 5% WILL BE ADDED ACCORDINGLY FOR THE ADDITIONAL YEARS TO COMPENSATE FOR THE COST OF LIVING INCREASE.</p> <p>LOCATION: CITY OF CLAYTON - AS PER MAP PROVIDED</p>			
FIRE ABATEM...	FIRE ABATEMENT - 2024		72000.00	72,000.00
<b>Total</b>				572,000.00



# Local Hazard Mitigation Plan

The Local Hazard Mitigation Plan (LHMP) is a 5-year plan that sets the mitigation priorities for the County.

Over 40 partners county-wide are a part of this plan: 16 cities, 20 special districts, and many County Departments.

## The planning process includes:



Working with cities, special districts, and county departments to identify priority hazards in their jurisdictions.



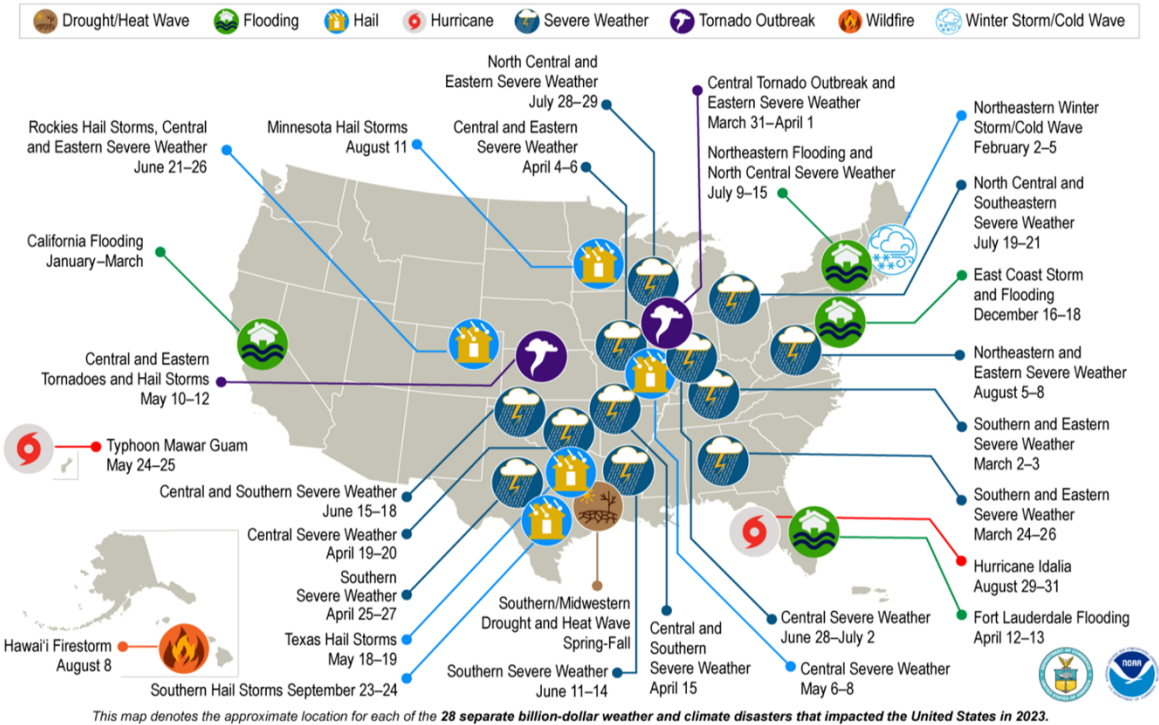
Identifying mitigation strategies for each hazards identified.



Asking the public for feedback on the plan. Now that we have a draft, we want to hear your comments!



## U.S. 2023 Billion-Dollar Weather and Climate Disasters





# County-Wide Hazards



## Natural Hazards (Required)

- Climate Change
- Dam and Levee Failure
- Drought
- Earthquake
- Flood
- Landslide
- Sea Level Rise (new)
- Severe Weather
- Tsunami
- Wildfire

## Human-Caused / Technological Hazards

- Cybersecurity Threats
- Hazardous Materials Incidents
- Utility Interruptions
- Active Shooter Incidents
- Terrorism



# How to Prepare for Disasters

Preparing before a disaster can help you and your loved ones recover more quickly from a disaster.



### Learn your hazards

Visit [myhazards.caloes.ca.gov](http://myhazards.caloes.ca.gov)



### Make a kit

Each pet and member of your household should have a kit.



### Practice your plan

Practice your plan and check your emergency kit at least twice a year.





# Get Involved in the Planning Process



Read the plan!



Comment!



Share what you learned!



Check the County Website at <https://www.contracosta.ca.gov/6415/Local-Hazard-Mitigation-Plan> for more information.



# Thank you!

For questions or comments,  
contact  
Community Development  
Department of the City of Clayton  
Phone: (925) 673-7300  
Email: [danaa@claytonca.gov](mailto:danaa@claytonca.gov)

or

Contra Costa County Office of  
Emergency Services  
Email: [oes-staff@so.cccounty.us](mailto:oes-staff@so.cccounty.us)





City Council Agenda Item 8a

## STAFF REPORT

**TO:** Honorable Mayor and Councilmembers

**FROM:** Adam Politzer, Interim City Manager

**DATE:** May 7, 2024

**SUBJECT:** Authorize the City Manager to Execute an Amendment for a One-Year Extension of City Engineering Services from Theis Engineering & Associates

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### **RECOMMENDATION**

Authorize the City Manager to execute Amendment No. 1 to the City of Clayton's Professional Services Agreement with Theis Engineering & Associates for City Engineering Services which will extend the term of the agreement by one year from June 30, 2024 to June 30, 2025.

### **BACKGROUND**

At its January 17, 2023, meeting, the City Council approved a Professional Services Agreement with Theis Engineering & Associates for city engineering services including serving as the City Engineer for the period of January 20, 2023 through January 30, 2024, with up to four one-year renewals authorized by mutual agreement of both parties.

### **DISCUSSION**

The term of the agreement is concluding in approximately two months, and it is the appropriate time period to decide to execute the first of four potential extensions/renewals. If the City Council elects to not amend the contract to extend the term for another year, then there is reasonable time for the City to solicit for statement of qualifications from the municipal engineering community to secure a consultant firm to begin services on or about July 1, 2024.

## **FISCAL IMPACT**

The agreement includes rates for various services and already includes an annual rate adjustment each July 1<sup>st</sup> within the duration of the agreement. The rates and monthly fee shall be adjusted by the CPI-U San Francisco-Oakland-Hayward, April to April index. In no case shall the adjustment be less than 3% or more than 5% annually.

The monthly retainer for general city engineering services is \$12,500 plus the upcoming CPI adjustment (approximately \$155,000 annually) which is budgeted within the City's general fund. The remainder of the engineering services are on an as-needed basis with specific budgets for capital improvement projects, clean water programs, development review services, or special districts which are funded from outside sources or special restricted funds.

## **CEQA IMPACT**

None

## **ATTACHMENTS**

1. Amendment No. 1 (City Engineering) – extension 6-30-2025
2. Executed City Engineering Professional Services Agreement

**CITY OF CLAYTON  
AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT**

This Engineering and Associates, Inc. (“Consultant”) and the City of Clayton (“City”), a municipal corporation, previously entered into an agreement with an effective date of January 18, 2023 relating to a professional services agreement for municipal engineering. Section 24 of that agreement provides that “This Agreement may not be modified or altered except in writing signed by both Parties hereto.”

City and Consultant mutually agree to amend the agreement as follows:

1. Replace Section 5. “Time of Performance” as follows:

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). The term of this Agreement is January 18, 2023 to June 30, 2025. The Agreement may be extended by written amendment and mutual agreement of the parties for up to three additional one-year terms.

In all other respects, the agreement shall remain unchanged and in full force and effect.

**City of Clayton**

**Theis Engineering and Associates, Inc.**

\_\_\_\_\_  
City Manager                      Date

\_\_\_\_\_  
Date

*Attest*

Lawrence Theis

Printed Name

\_\_\_\_\_  
City Clerk

President

Printed Title

*Approved as to form.*

\_\_\_\_\_  
City Attorney

**CITY OF CLAYTON  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of January 18, 2023 by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and Theis Engineering & Associates, a California S-Corporation with its principal place of business at 4309 Rose Lane Concord CA 94518 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services related to City engineering and assessment district services (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B", Consultant's Proposal.

b. The Schedule of Charges may be adjusted by mutual agreement of the City and the Consultant once annually beginning July 1, 2023 and each July 1<sup>st</sup> thereafter (effective July 1<sup>st</sup> through the following June 30<sup>th</sup>). The rates and monthly fee shall be adjusted by the CPI-U San Francisco-Oakland-Hayward, April to April. In no case shall the adjustment be less than 3% annually or more than 5% annually.

c. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed including work completed and hours of services rendered by Consultant. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The initial term of this Agreement is January 18, 2023 through June 30, 2024. The Agreement may be extended by written amendment and mutual agreement of the parties for up to four additional one-year terms.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract



- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period

required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include limited contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, and employees free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final

adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Contra Costa, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Larry Theis, PE as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Clayton	Theis Engineering & Associates
6000 Heritage Trail	4309 Rose Lane
Clayton, CA 94517	Concord, CA 94518
Attn: City Manager	Attn: Larry Theis, PE

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However,

Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Disputes

In the event of any dispute between the Parties related to this Agreement, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, and upon mutual agreement of the parties, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs.

**[SIGNATURES ON FOLLOWING PAGE]**

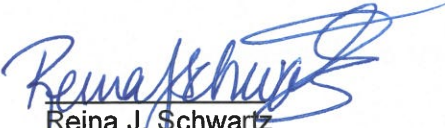


**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CLAYTON  
AND THEIS ENGINEERING & ASSOCIATES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

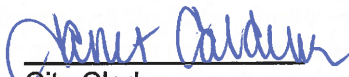
CITY OF CLAYTON

Theis Engineering & Associates

By:   
Reina J. Schwartz  
City Manager

By:   
Its: Lawrence Theis, President

ATTEST:

By:   
City Clerk

## EXHIBIT A

### 1. City Engineering Services

The role of the City Engineering includes the administration of engineering related processes and procedures. These duties include:

- Assist in CIP scoping, prioritization, and budgeting
- Representation as City Engineer at internal and agency meetings
- Approval of permits and waivers
- Availability to the public and private developers to handle matters dealing with the engineering functions of City government
- Coordination with other agencies for the review of plans, projects and studies
- Assistance in the solicitation of proposals for CIP design work
- Assistance in the procurement of contractors and vendors for public works construction.

The City Engineer will also address failed infrastructure for immediate safety concerns and coordinate preliminary opinion on repair approach as well as coordinate with Maintenance staff on the maintenance, operations, and repair of public facilities.

City Engineer should be familiar with:

- Various regional, state and federal transportation funding entities and the application process, fund/project management and reporting requirements for those entities.
- The San Francisco Regional Water Quality Control Board Municipal Regional permit (MRP) 2.0 and the upcoming MRP 3.0, including annual report preparation and submittal.
- Contra Costa Clean Water Program and applicable C-3 Guidebook.

### 2. General Engineering Services (Non-General Fund Capital Projects)

The firm is to provide access to specialized technical staff ready to perform studies, designs, project and construction management on any tasks or projects the City identifies. These efforts include the preparation of site evaluations, planning and preliminary engineering reports, plans and specifications for CIP construction projects, along with detailed schedules and cost estimates. This work would also include any necessary field work, drafting, design, surveying, environmental documents, bid assistance, construction management & inspection, and project management – as well as the preparation of specialized engineering studies on a variety of subjects including, but not limited to drainage studies, traffic studies, and pavement evaluations.

### **3. Land Development Review and Permitting Services**

The firm is to provide staffing to represent the City and interact with the public in processing the City's public permit applications. This work includes plan check for civil engineering design plans which includes, but is not limited to street, sewer, water, stormwater, recycled water, green infrastructure, storm drain, fiber optic, grading, erosion control, signing & striping, street lighting, traffic signal and all related engineering studies, including hydrology and hydraulics, soils, water and sewer studies and structural analyses. It should be noted that water service for the City of Clayton is provided by Contra Costa Water District. Sewer service is provided by the City of Concord including maintenance, plan review and sewer capital projects.

### **4. Annual Administration/Assessments Levy Services**

- i. The City currently has eight (8) districts (listed below) that require the services listed below for annual administration and assessment levies. It should be noted that some of the districts have restrictions on the amount of funding that can be spent on administration of the district.

<b>District Name</b>	<b>Type of District</b>
Oakhurst Geological Hazard Abatement District (1,484 parcels)	Geological Hazard Abatement District, Public Resources Code, Sec 26500 et seq
Streetlight Assessment District (3,482)	1919 Act Streetlight District
High Street Bridge Assessment District (5)	Permanent Road Division
Lydia Lane Sewer Assessment District (16)	1913 Act
Oak Street Bridge Assessment District (9)	Permanent Road Division
Oak Street Sewer Assessment District (10)	1913 Act District
Diablo Estates Benefit Assessment District (24)	1972 Act, 1982 Act District
Community Facilities District No. 2022-01 (18) Public Services	Mello-Roos Community Facilities Act of 1982

- A. **Research** - Obtain all available information from the City regarding the districts, including the current assessment data files, electronic map files, listing of projected expenditures and revenues and any additional information that is available. Update the current assessment data files with the latest Assessor's parcel number and land use code information if needed.

- B. **Meetings and Coordination** - Meet with City staff to review the districts, receive budgets and confirm schedule, conduct one status meeting in conjunction with the draft Engineer's Reports and one for the final Engineer's Report, if required, attend the City Council meetings considering the Resolutions of Intention and the public hearings, and provide technical support and answer questions. At the public hearing provide a presentation to present at the public hearing. Total of up to 8 (eight) meetings.
  - C. **Estimated Budgets** - Review budgets for the upcoming fiscal year by establishing projected costs based on prior year estimates and actual/projected changes in costs and improvements. Review debt service schedule for the assessment districts and ensure the current year levy follows the debt service schedule for each assessment district.
  - D. **Engineer's Reports** - Prepare the Engineer's Reports setting the annual assessment rates for the next fiscal year based on budget estimates from City, and including reduced copies of the updated Assessment Diagrams, if revised. The Engineer's Reports will also incorporate any new annexations into the districts during the previous year. Provide copies of the draft Reports for review and comment. Provide a PDF copy and up to 4 (4) bound copies of the finalized Reports and up to (2) bound copies of the Preliminary Assessment Rolls for processing and filing.
  - E. **Diablo Estates BAD Noticing and Mailing** - Provide to the City packets including a notice of the public hearing with a copy of the draft Engineer's Report, to be mailed to the owner of record for each property within the Diablo Estates Benefit Assessment District. This packet shall be in a mailing envelop with the appropriate mailing label with a Assessor parcel number, owner name and mailing address, ready to have postage applied and mailed by the City.
- ii. **Submittal to Contra Costa County** - After confirmation of assessments, prepare an Assessment Roll in electronic format, as required by the County Auditor-Controller for inclusion of assessments on the property tax bills. Submit the roll for each district to Contra Costa County and, after receipt of the County's exception report, make any required corrections. Deliver a copy of the electronic files for each district to City staff.
- iii. **Formation/Annexation Services**  
The City may require the following services for any additional development that may occur within the City limits. The following tasks would be required for any Formation or Annexation. The City will require a detailed proposal for each formation or annexation taking into account the tasks listed below:

- A. **Kick-off Meeting** - Meeting with City staff and property owner representative (if appropriate) to discuss the scope of the work, the proposed project schedule, the mechanisms and/or liaisons for obtaining the necessary information for the analysis (such as improvement plans, proposed land use designations, Parcel/Tentative Tract Map information, etc.) any properties that may have special needs, considerations or exemptions, and other information regarding the proposed improvements and properties.
- B. **Research** - Gather support data, proposed development plans, proposed zoning information, preliminary improvement plans, cost estimates for all construction and maintenance components, locations of the proposed public improvements to be maintained, and any other pertinent information relating to the proposed improvements. A database will need to be compiled based on the Assessor's Roll and Parcel/Tentative Tract Map information for the properties within the Development Area, including property size, land use data and property ownership.
- C. **Coordination** - Coordinate with City staff, property owners, legal counsel, and other project consultants via conference call, email, or in person. Participate in meetings with City staff, and the project team as requested.
- D. **CFD: Rate & Method of Apportionment** - Review construction cost estimates including direct and indirect costs. Develop a special tax revenue model based on the proposed development product mix. Prepare preliminary special tax rate calculations based on the above analysis. Determine the special tax allocation methodology and formula to be applied in accordance with the Act. Apportion the costs of facilities in the form of special taxes to be levied upon the parcels of land within the CFD using the special tax methodologies determined above. Prepare the Rate and Method of Apportionment for attachment to the Resolution of Intention. Review comments with City staff, the project team and property owners and finalize based on comments received
- E. **LLMD: Engineer's Report** - Prepare a preliminary & final Engineer's Report which contains all items as required by the Code, including the 1972 Act, Proposition 218, and relevant case law, including a description of the proposed improvements/ services, an engineer's estimate of the construction costs/ service costs and incidental expenses, a description of the assessment methodology, boundary map/assessment diagram and the assessment roll.
- F. **CFD: Proposed Boundary Map** - Prepare the proposed Boundary Map for recordation pursuant to the Mello-Roos Act and the County Recorder's Office. The ability to provide a reduced copy of the Boundary Map for inclusion in reports.
- G. **CFD: Community Facilities District Report** - Prepare a draft CFD Report to reflect final estimated cost of facilities. In summary the report should include:

- Description of the CFD (including the Proposed Boundary Map)
  - Description of Facilities and Services
  - Cost Estimates
  - Rate and Method of Apportionment
  - A list of Property Owners
- H. Review comments with City staff and financing team and finalize based on comments received. Provide a final PDF copy of the CFD Report
- I. **City Council Meetings** - Attend City Council meeting for Resolution of Intention & Public Hearing and election.
- J. **CFD: Notice of Special Tax Lien** - Prepare the required the Notice of Special Tax Liens and record after district formation
- K. **Bond Issuance** - As needed, provide Special Tax Tables including the overlapping debt tables and up to five (5) special tax tables for the preliminary official statement, as required by the Bond Counsel and/or Disclosure Counsel. Certificate of the Special Tax Consultant - Review and execute the certificate of the special tax consultant, as provided by the Bond Counsel.
- L. **Annexations** - All applicable services listed above or as amended as needed.

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**



## **City of Clayton**

**Scope of Service Proposal for:**

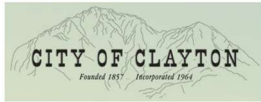
**City/Municipal Engineering, Assessment District Services, and Geologic  
Hazard Abatement District (GHAD) Management**

**Theis Engineering and Associates, Inc.**



January 12, 2023





January 12, 2023

Attn: Reina Schwartz, City Manager  
City of Clayton  
6000 Heritage Trail  
Clayton, CA 94517

RE: City of Clayton – City/Municipal Engineering and Assessment District Services Proposal

Dear City Manager Schwartz,

Theis Engineering & Associates, Inc. (Theis Engineering) is pleased to propose our City/Municipal Engineering and Assessment District Services to the City of Clayton (City). Theis Engineering is led by me, Larry Theis, P.E. I have been serving as Clayton's City Engineer since March of 2022 and am proposing to continue to provide the same services to the City. I spent almost the entirety of my 22 years career as a public agency staff member. My most recent public agency experience was with the City of Orinda (Orinda), where I was the City of Orinda (Orinda) Director of Public Works and Engineering Services as well as their Assistant City Manager. I still approach issues more like a public agency civil servant than a consultant. I think that is the biggest differentiation between my approach compared to other consultants. I understand the expectations of the public agency staff.

I will continue to lead our team of subconsultants: CSG Consultants, Inc. (CSG) for land development, City Surveyor, civil design work, and environmental support; Advance Mobility Group (AMG) for traffic/transportation, BSK Associates (BSK) for geotechnical and material testing, and Francisco & Associates (F&A) for assessment district administration. Our team of subconsultants are the same subconsultants that have been providing the same services to the City since March of 2022. After having a year of experience, our team has gained valuable experience and knowledge of the City's needs. Our team has improved some of the existing operations and looks forward to continuing to build on the progress we have already made.

Please contact me at (925) 890-9732 if you have any questions. We look forward to continuing to provide quality services to the City and its residents.

Sincerely,

Larry Theis, P.E.  
President



### **Firm Information:**

Theis Engineering & Associates was founded in 2023 and led by Larry Theis, P.E. Having spent more than 20 years in the public sector, Larry is very familiar with the challenges that public agency staff face every day. He would like to bring his own expertise and his connections to other talented firms to build the best team for his clients. Most technical consultants do not provide these niche services. It is with this understanding, Larry decided to form his own firm to provide services that are geared toward assisting public agencies by performing the work typical of in-house staff. His initial goal with founding his firm is to bring hands-on client service to a select number of clients.

### **Names and Roles of Personnel:**

Clayton's scope of work is broken down in four categories:

#### 1. City Engineering Services:

Larry will perform the typical City Engineer duties and provide oversight to consultants. Larry will provide the majority of the day-to-day city engineering needs of the City and the subconsultants will provide additional technical expertise when needed. Larry will attend city council and committee meetings when needed and be a representative on behalf of the City when working with other agencies, utility companies, or countywide entities.

- Larry Theis (Theis Engineering): City Engineer
- Cristiano Melo: Geotechnical
- Hal Williams (CSG): Civil engineering design and evaluation
- Joy Bhattacharya (AMG): Traffic/Transportation

#### 2. General Engineering Services (Non-General Fund Capital Projects)

As indicated in the above category, Larry will provide oversight of the work and represent the interests of the City under this category.

- Larry Theis (Theis Engineering): City Engineer
- Cristiano Melo: Geotechnical engineering and material testing
- Hal Williams (CSG): Civil Engineering design and evaluation
- Joy Bhattacharya (AMG): Traffic/Transportation design and evaluation

#### 3. Land Development Review and Permitting Services

As indicated in category 1 above, Larry will provide general oversight of the work under this category.

- Larry Theis (Theis Engineering): City Engineer including encroachment permit and construction activity permit review and issuance
- Cristiano Melo: Geotechnical engineering
- Joy Bhattacharya (AMG): Traffic/Transportation design and evaluation
- Mario Camorongan (CSG): Development review
- David Rubcic (CSG): Final and Parcel Map review

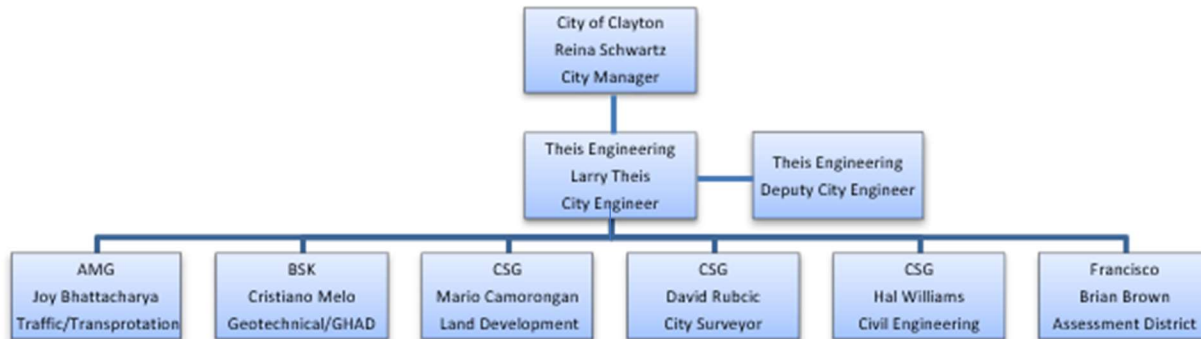
#### 4. Annual Administration/Assessment Levy Services/GHAD Management

Similar to the other categories above, Larry will provide the general oversight of the work under this category. Larry will also be the GHAD Manager.

- Larry Theis (Theis Engineering): GHAD Manager
- Brian Brown (Francisco & Associates): Assessment District Administration
- Cristiano Melo: Geotechnical engineering and field monitoring services



## Organization Chart:



## Resume: Larry Theis, President/Principal Engineer

Licensed State of California Professional Engineer License #C67662 exp. 6/30/23  
 State of California Notary Public – Contra Costa County #2282509 exp. 3/23/23  
 Graduated University of California – Berkeley – B.S. Civil & Environmental Engineering

### 22 Years of Municipal Engineering Experience

Consists of: **1 year** as President/Principal Engineer – ANCHOR, public agency engineering firm including City Engineer of Clayton since March 2022

**5 years** as Director of Public Works and Engineering Services – ORINDA; including 2 years as Assistant City Manager

**3 years** as City Engineer – ORINDA

**11 years** as Associate Engineer/Project Manager – CONTRA COSTA COUNTY; including 8 years in Capital Project Design and Delivery and 3 years in Development Review

**2 years** as Transportation Engineer – CALTRANS District 4

### Honors & Awards

- California City Management Foundation (CCMF) member and 2019 New and Future City Manager Seminar Participant
- APWA NorCal 2018 Project of Year – Miner Road Sinkhole Repair (Emergency, Small Cities)
- Managed/Oversee Orinda Paving Program; improved the City Average Network Pavement Condition Index from 48 in 2014 to 85 in 2019; 2017 ASCE Outstanding Sustainable Engineering Project
- APWA NorCal 2017 Project of Year – Lamorinda Paving Partnership (Small/Rural Cities)
- Contra Costa Local Government Leadership Academy – 2015 graduate
- CCCPWD J. Michael Walford Award – 2012 Employee of the Year
- APWA NorCal 2007 Project of the Year (over \$2 million – Emergency Repair) Lower Walnut Creek Interim Protection Measures Project
- County Engineers Association of California (CEAC) – 2007 Regional Employee of the Year



## Scope of Services and Planned Approach

Larry has over 20 years of experience working for public agencies, with almost all his experience being for public agencies within Contra Costa County. Larry's last position at a public agency was at Orinda, where he was their Director of Public Works and Engineering Services as well as their Assistant City Manager. In many ways, the Clayton and Orinda are similar. Larry will be able to draw on those experiences and bring them to the City. In addition, Larry has built many professional relationships with staff at other public agencies that the City regularly coordinates with, such as Caltrans, Contra Costa Transportation Authority (CCTA), Contra Costa County, etc.

Since being appointed to the Clayton's City Engineer position in March of 2022, Larry has been performing the functions of the City Engineer successfully. Larry assisted and completed some backlogged tasks as well as embarked on new process improvements. There are multi-year tasks that Larry has been working on and he looks forward to assisting the City to complete them.

### 1. City Engineering Services:

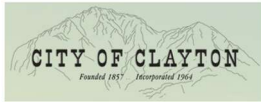
Larry will provide the City Engineering services and provide oversight of all work performed by the subconsultants. Larry is familiar with the needs of the City as he has been performing in this role since March of 2022.

Larry has participated in the City Council meetings as well as other City and regional committee meetings. Larry looks forward to continuing to present updates and provide recommendations to the City Manager and the City Council.

Larry understands it is important to work along with City staff from other departments and not be in a silo. Larry participates in the City's executive meetings regularly and built professional relationships with the City department heads. Larry has been working closely with the Maintenance Supervisor on a variety of public works maintenance needs and assisted in completing a number of maintenance projects. Larry has been working closely with the Community Development Director on issues such as Contra Costa County Transportation Partnership and Cooperation (TRANSPAC) on an action plan update as well as development reviews. Larry also worked closely with the Finance Director in switching the Capital Improvement Plan into a new format for fiscal year 2022/2023. When there were staff departures, such as the resignation of the Assistant to the City Manager as well the departure of the Finance Director, Larry has pitched in to assist where he can. Larry looks forward to continuing to participate with the City's leadership team as if he is a City staff member. Larry prides himself on being able to approach issues as if he is a public agency staff and believes his role is to advocate for the best interests of the City.

As for the interfacing with the general public, Larry has been meeting with residents as well as developers on engineering issues. With Larry located nearby, when needed, Larry has been able to meet onsite. Larry plans to continue to be available to help respond to engineering inquiries.

Outside of the City, Larry has represented the City in meetings with other public agencies that the City regularly collaborates with. Larry's past experience collaborating with staff at these agencies has been helpful as professional working relationships have been already established. Larry plans to continue to bring that benefit to the City as your representative.



During the past year, Larry has led his team to complete the requested tasks. With his wealth of public agency experiences, Larry takes a comprehensive approach to the City's engineering needs. If technical expertise is needed beyond the day-to-day engineering, CSG will provide civil engineering design support and development review, AMG will provide traffic/transportation analyses, and BSK will provide geotechnical services.

## **2. General Engineering Services (Non-General Fund Capital Projects):**

Larry will provide general oversight of the work under this category; similar to how an in-house project manager would oversee a consultant. CSG will perform the civil engineering design work. AMG will perform traffic/transportation work. BSK will perform geotechnical work as well as material testing. If needed, Larry has professional relationships that he has built over the years that he can outreach for additional technical subconsultants. Larry and CSG have been working together to complete the design of two current of capital improvement projects. Beside technical detail design, there has been extensive coordination with the funding agencies, such as Caltrans and CCTA, which has Larry led. Larry and the CSG design team are looking forward to completing the design of these projects that which will lead to valuable improvements for the City.

## **3. Land Development Review and Permitting Services:**

Larry will provide general oversight of the work under this category. CSG will provide the land development review. If technical review is required, AMG will perform traffic/transportation review and BSK will perform geotechnical review. During the past year, Larry and CSG have performed development reviews and collaborated with the Planning Department through the development process.

As for permitting, Larry has established a new encroachment permit tracking system for the utilities to better understand their activities within the City. After introducing the new system to the utilities, the utilities have been responding well with the new tracking system. The new system not only helps track their activities, it also assists in the proper invoicing of the services. Larry looks forward to continuing to look for ways that will improve other City's operations.

## **4. Annual Administration/Assessment Levy Services/GHAD Management:**

Larry will provide the general oversight of the work under this category. Larry will also be the GHAD Manager.

Francisco & Associates (F&A) will perform the annual administration/assessment levy services. Larry and F&A have been successful in performing the annual administration/assessment levy services for fiscal year 2022/2023. In addition, Larry and F&A have assisted the City in creating the new Community Facilities District No. 2022-01 (Public Services) (CFD No. 2022-01). Although the need for an assessment district stems from one of the conditions of approval for a development, Larry and F&A recommended and assisted the City in creating this CFD No. 2022-01 that would not only satisfy that condition for that one development but will allow future development and annexation into this CFD No 2022-01 efficiently. This is an example of Larry and his subconsultants taking a comprehensive approach as they perform their work.

F&A will continue to review Engineer's Report to provide recommendations to strengthen them and inform the City of potential issues related to compliance with state laws.



BSK will provide geotechnical support to Larry. In the past year, Larry and BSK have embarked on evaluating the GHAD. Their efforts included the reconstruction of the Ahwanee sidewalk, and a comprehensive site assessment of the district. Larry and the BSK team look forward to continuing their review of the GHAD and its potential liabilities and providing recommendations.

## Cost of Services

### 1. General City Engineering Services

The City's past contract service model has been to propose a monthly fee (with a breakdown by hours per position) for general city engineering services which include meetings, responding to public inquiries and emails, general research, city council presentations, field visits, including coordination with city staff and other agencies or utilities. Theis Engineering is proposing a monthly fee of **\$12,000** which will be subject to annual increase per Section 2 of the agreement. This monthly fee roughly breaks down to a combination of 28 hours (~7 hours per week) of City Engineer at \$239 per hour and 24 hours (~6 hours per week) of Deputy City Engineer at \$217 per hour.

If the actual hours exceed the typical hours listed above by more than 20% on a consistent basis (3 consecutive months or more), then Theis Engineering reserves the right to notify the City that additional hours are needed and an increase to the monthly fee would be open for negotiation.

If additional technical services and studies are required for the subconsultants, additional costs will be above the monthly fees mentioned above. The additional costs will be based on the subconsultant fees plus 10%.

Special Tasks as requested by City (not included in monthly fee)

- a. Clayton Representative to Contra Costa Clean Water Program
  - Attend two monthly meetings (two committees) and participate at conferences as needed – average 5 hours per month
  - Perform stormwater related inspections and monitoring tasks – average 2 hours per month
  - Prepare and submit annual report – estimate 20 hours yearly (typically Aug-Sept)
    - *Total Hrs per year = 104 at \$239/hr = \$24,856 estimated per year (not to exceed)*
- b. Diablo Estates Benefit Assessment District – Facilities Management
  - Provide resident customer service similar to an HOA management company – average 1 hour per month
  - Hire/manage ornamental landscape maintenance company – average 1 hour per month
  - Coordinate with City maintenance staff on Streetlighting and Open Space maintenance activities - average 1 hour per month
  - Perform annual stormwater facilities inspection and prepare checklist for Clean Water Report – average 8 hours annually
    - *Total Hrs per year = 44 at \$239/hr = \$10,516 estimated per year (not to exceed)*



If the actual hours exceed the typical hours listed above for the special tasks by more than 20% on a consistent basis (3 consecutive months or more), then Theis Engineering reserves the right to notify the City that additional hours are needed and an increase to the monthly fee would be open for negotiation.

**2. General Engineering Services (non-General Fund Capital Projects)**

Since it is not feasible to estimate the costs of the non-general fund capital projects at the time for this proposal, each project will be evaluated separately and reviewed by the City Manager for an authorization to proceed. A separate proposal will be prepared for each capital project based on the hourly rates for Theis Engineering and the subconsultant listed below. If it involves subconsultant(s), the additional costs will be based on subconsultant fees plus 10%. Grant requirements may require the City to perform separate solicitations. In those cases, the cost proposals will be based on the requirements at the time of those solicitations and not subject to the hourly rates listed in this proposal.

**3. Land Development Review and Permitting Services**

These services are based on actual review/processing time which are paid by the applicant from their deposit. The cost will be billed based on the hourly fee listed below. If it involves subconsultant(s), the additional costs will be based on subconsultant fees plus 10%.

**4. Annual Administration/Assessment Levy Services/GHAD Management**

The cost for Larry to provide general oversight of the assessment districts, except for GHAD Manager duties, will be included in the monthly fee for City Engineering Services. For GHAD Manager duties, Theis Engineering’s fee will be \$4,780 based on the assumption of 20 hours per year. If actual hours exceed that amount by more than 40 hours per year, Theis Engineering reserves the right to notify the City that additional hours are needed and an increase to the fee would be open to negotiation.

F&A proposes the following lump sum fees for the assessment districts:

**ASSESSMENT DISTRICTS**

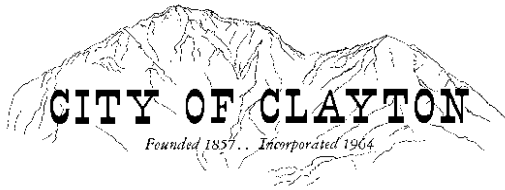
Oakhurst Geological Hazard Abatement District Annual Administration Fee	\$2,500 per year
Street Light Assessment District Annual Administration Fee	\$3,500 per year
High Street Bridge Assessment District Annual Administration Fee	\$500 per year
Lydia Lane Sewer Assessment District Annual Administration Fee	\$500 per year
Oak Street Bridge Assessment District Annual Administration Fee	\$500 per year
Oak Street Sewer Assessment District Annual Administration Fee	\$500 per year
Diablo Estates Benefit Assessment District Annual Administration Fee	\$3,500 per year

**COMMUNITIES FACILITIES DISTRICT**

Community Facilities District No. 2022-01 Annual Administration Fee	\$1,500 per year
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**REIMBURSABLES**

Reimbursable expenses such as overnight mailings, recordation fees, mileage, County maps and data are in addition to the lump sum fees above and will be billed at cost plus 10%, but reimbursables will not exceed \$500. Mileage will be billed at the annual Federal mileage rate.



City Council Agenda Item 8b

## STAFF REPORT

**TO:** Honorable Mayor and Councilmembers

**FROM:** Larry Theis, City Engineer

**DATE:** May 7, 2024

**SUBJECT:** Consider Restriping Mountaire Parkway between Marsh Creek Road and Mountaire Circle (south) from Four Lanes to Two Lanes

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### **RECOMMENDATION**

Provide staff with direction on restriping Mountaire Parkway between Marsh Creek Road and Mountaire Circle (south, swim pool) from four to two traffic lanes.

### **BACKGROUND**

This segment of Mountaire Parkway is part of the 2024 Citywide Paving project which also includes Mitchell Canyon Road (between Clayton Road and Herriman Road), Regency Drive (between Regency Drive and El Molino Drive), Caulfield Court, Fleming Drive, Mt. Vernon Drive (northern portion), Mt. Dell Drive, Pinot Court, and Capistrano Court. The project specifies a Type II Microsurfacing treatment (coating) over Mountaire Parkway which will seal the existing pavement surface and cover all existing striping. The plans call for replacing all traffic striping back to its existing configuration. The roadway pavement width from curb to curb is 64 feet, consisting of two 14-foot-wide lanes and two outside 18-foot-wide lanes/parking shoulders.

The engineering plans and bid documents are complete, already approved by Caltrans/FHWA and CCTA per their funding requirements, and the project is ready to be advertised for bids. The current engineer's estimate for the construction contract is \$850,000. The construction contract cost is primarily funded by a \$308,000 federal OBAG2 (One Bay Area Grant Cycle 2) grant, \$397,179 of CCTA Measure J Major Streets grant, with the remaining funds from the City's gas tax funds.





In May 2022, the City Engineer received a request from a Dana Hills property owner to consider reducing the four-lane section of Mountaire Parkway to two lanes for traffic calming purposes. Staff informed the property owner that the City could consider this request since this segment of roadway was scheduled for resurfacing in 2023 but we requested the Dana Hills homeowner's association submit an official request on behalf of the neighborhood to ensure there was some consensus among the affected homeowners.

Later in 2022, Staff informed the Dana Hills property owner that the resurfacing project was rescheduled to the summer of 2024 since it required additional time to obtain federal and CCTA funding authorizations. In March 2023, the Dana Hills HOA reinitiated the matter and emailed a survey request to its 503 households. The survey results included 129 responses with 86 generally in favor of the lane reduction and 43 generally opposed. Most of the written feedback was from those opposed but there appeared to be a strong majority of those that responded to be in favor. The HOA Board were supportive at that time.

Recently at its January 11, 2024, HOA Board meeting, the majority of the current Board decided they were not in favor of a lane reduction due to comments from members attending the meeting and the lack of feedback from the entire neighborhood with only 20% of the HOA members responding to the survey back in April 2023.

In April 2024, City Staff received a request from other Dana Hills property owners to implement the lane reduction and they were informed of the HOA's prior decision to not pursue the

matter. They were directed to contact the HOA to advocate for the HOA's official request to the City for the lane reduction on Mountaire Parkway.

This matter was initiated by Councilmember Wan at its last meeting on April 16, 2024, for an update, discussion, and decision to potentially amend the resurfacing project to modify the striping on Mountaire Parkway from four lanes to two lanes.

## **DISCUSSION**

The current status of the overall 2024 Paving Project, which includes this segment of Mountaire Parkway, is it has already received authorizations from its two outside grant funding sources: Caltrans Local Assistance (federal funds) and CCTA (county funds) back in February and April 2024, respectively. The paving project was ready to advertise for construction bids and planned for the contract to be awarded in June 2024, with construction to commence in late June/early July. The project has temporarily been delayed to further discuss and receive Council direction on the Mountaire Parkway striping.

City staff is presenting the following options for the Council to select in order to provide direction on next steps for the 2024 Paving Project.

**OPTION 1:** Proceed with the paving project as is and complete the project as authorized by Caltrans Local Assistance and CCTA with the segment of Mountaire Parkway restriped after the surface treatment to its existing configuration of four lanes. The project will be advertised for bids in May 2023, contract awarded in mid-July 2023, and construction begins in August 2023.

**OPTION 2:** Elect to modify this segment of Mountaire Parkway from four lanes to two lanes. Suspend the paving project, inform the Dana Hills neighborhood of the Council's decision, and seek neighborhood feedback on the desired reconfiguration of the traffic lanes, adding bike lanes and painted center turn median, and on-street parking shoulders. This will require a couple of months of coordination to reach a consensus on the new alignment and to prepare a striping plan. The project estimate and specifications will need to be updated for this new striping plan. City staff will need to obtain revalidation of the project CEQA/NEPA approval and reauthorization of the grant funds. There is a potential for a loss of some or all of the grant funds since the OBAG2 federal funds obligation deadline has already passed back at the end of February 2024. This revalidation/reauthorization work will take several months and likely push the paving project into 2025 construction season to avoid paving in winter weather months.

**OPTION 3:** Proceed with the paving project as is and complete the project as authorized by Caltrans Local Assistance and CCTA with the segment of Mountaire Parkway restriped using paint (instead of typical thermoplastic) after the surface treatment to its existing configuration of four lanes. This will complete the current project in accordance with authorizations already received and not require any major modifications. Then proceed the following year with a City only funded thin resurfacing over the painted stripes and apply the permanent reconfigured striping with two traffic lanes. This will allow adequate time in

between the projects to complete the neighborhood coordination and design the new traffic striping plan.

### **FISCAL IMPACT**

If traffic striping is replaced in kind (as is), then no additional fiscal impacts from those already planned within the approved capital improvement plan.

If the lane reduction option is selected, it is estimated that \$10,000-\$20,000 will be needed for City Engineering services to coordinate changes with Caltrans Local Assistance and CCTA including revalidation of CEQA/NEPA and confirm authorization of grant funds is still secure or seek reauthorization. The engineering design work including coordination with the neighborhood on a new traffic alignment is estimated between \$20,000-\$30,000. It is anticipated that outreach and feedback would be considered for various elements such as a painted center turning lane median, green bike lanes, and on-street parking. The additional construction cost is estimated to be \$40,000-\$70,000 more than restriping the as is condition since it will double the number of lane lines (yellow and white) including making most of them solid line versus broken-dashed lines and adding expensive green thermoplastic paint for bike lanes and additional pavement markings. The new lane alignment and striping is still to be determined, but the range of the expected increase is preliminarily estimated between \$70,000 to \$120,000. The additional cost would be recommended to be funded by additional gas tax funds.

### **CEQA IMPACT**

If striping is replaced in kind (as is), then no further CEQA or NEPA impacts.

If lane reduction option is selected, the City will need to reevaluate its CEQA and NEPA determination for potential traffic impacts to the community.

### **ATTACHMENTS**

None