



City of
Pittsburg
California

REQUEST FOR PROPOSAL
DESIGN CONSULTANT SERVICES
FOR
LOVERIDGE ROAD STORM WATER TRASH CAPTURE DEVICE
PROJECT

City of Pittsburg
FCO Partnership with Caltrans EA 04-4W150

City of Pittsburg
Engineering Division
65 Civic Avenue
Pittsburg, CA 94565

RFP Issue Date:
February 4, 2025

Electronic Proposal Submittal Due Date:
February 24, 2025

Submit to:
Jolan Longway, Development Services Supervisor JLongway@pittsburgca.gov
April Chamberlain, Administrative Analyst II AChamberlain@Pittsburgca.gov

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CITY OF PITTSBURG

REQUEST FOR PROPOSALS (RFP) TO PROVIDE DESIGN SERVICES

Dated: February 4, 2025

The City of Pittsburg is soliciting qualified proposals for a civil engineering design consulting contract in accordance with this Request for Proposals (RFP)

Firms that are currently on the City's On-Call Civil Engineering list that are interested in participating in the selection process for design services must respond per this RFP as requirements differ from those of the On-Call list.

I. BACKGROUND

The City of Pittsburg, as a permittee to the California Regional Water Quality Control Board, San Francisco Bay Municipal Regional Stormwater Permit (MRP) Order No. R2-2022-0018, Permit No. CAS6120908. To date the City has installed a network of full trash capture devices such as inlet screens as well as high flow capacity full trash capture systems. The City of Pittsburg is partnering with Caltrans' FCO Partnership Project (Project EA 04-4W150) for the installation of a large full trash capture device to be located at California Avenue and Loveridge Road. The City seeks the services of qualified professionals to provide engineering design and construction management services for the installation of a large full trash capture device. Therefore, the City's Engineering Department is issuing a Request for Proposals for qualified consultants or consultant design teams to provide the City with engineering design services.

II. PROJECT DESCRIPTION

The proposal covers the design and preparation of construction bid documents for the installation of a large full trash capture device located at Loveridge Road and California Avenue, as shown in Figure 1. The approximate drainage area tributary to the full trash capture device is shown in Figure 2. The trash capture device is anticipated to be a hydrodynamic separator with underground concrete vault structure.

Attachment A provides information on Certified Full Capture System List of trash Treatment Control Devices. The estimated cost for consultant services is \$70,000.

III. SCOPE OF SERVICES

The scope of services in this section should be used only as a guide, and the Proposer is encouraged to modify the approach or add to the work elements described as deemed necessary to accomplish the goal of providing bid documents for installation of the full trash capture device and appurtenant improvements.

Preliminary Design:

- Complete onsite field assessment and review existing stormwater drainage and utility conditions at project location
- Review available construction drawings and other available information
- Investigate existing site conditions
- Confirm regulatory and jurisdictional permit requirements
- Recommend full trash capture device brand and model
- Confirm that selected full trash capture device will be appropriately sized to treat not less than the peak flow rate flowrate resulting from a one-year one-hour storm event (design storm under maximum operational loading conditions; and
- Confirm that the selected device will trap all particles that are 5 millimeter or greater up to the design flow or at least the same peak flows from the corresponding storm drain; and do not have a diversion structure present upstream such that a portion of the peak flow is not treated to trap all particles 5-millimeter or greater
- Prepare conceptual cost estimate
- Confirm and adjust project scope of work based on observed field deficiencies and feedback from City staff.

Construction Bid Documents:

- Prepare construction bid documents for trash capture device and concrete enclosure. Retain the services of sub-consultants such as topographic survey, utility locating, mechanical, electrical, landscaping, and other design professionals as necessary.
- Submittal of 30% / 70% / 100% PSE (Plans, specifications, and estimate)
- incorporate recommendations and comments from City review
- Revise scope of work at each phase where feasible to meet project budget

Assumptions:

- Consultant to allow for a minimum of six (6) on-site progress and coordination meetings with City Staff.
- Consultant shall prepare required agency encroachment permit and approvals, as needed.
- Construction drawings are to be furnished in pdf. using City format.
- Technical specifications are to be prepared in MS Word, in accordance with Construction Specifications Institute (CSI) format.

- City to prepare front end special provisions

IV. PROJECT DELIVERABLES

Consultant shall provide the following deliverables:

- Meeting minutes, permit applications
- Conceptual plan and budgetary cost estimate (30% design)
- Plans, specifications, and cost estimate (PSE) (70% design)
- PS&E (100% design)
- Final bid documents
- Bid support, including responding to bid questions and preparation of Addenda as needed.

Time is of the essence on this project. Assume notice to proceed on March 3, 2025 and completion of all progress submittals and construction documents ready for bidding by April 2026. The anticipated schedule for the above deliverables is provided below. Dates shown are approximate and may vary depending on actual award date of contract.

Contract Award	February 28, 2025
Site assessment, concept cost estimate, and device recommendation	4 weeks after receipt of Notice to Proceed
Preliminary Design and construction cost estimate	8 weeks after receipt of Notice to Proceed
70% Plans, Specifications and Estimate	8 weeks after receipt of City's comments on preliminary design
100% Plans, Specifications, and Estimate	4 weeks from receipt of City's comments on 100 PS&E
Final Plans, Specifications and Estimate for bidding. (including all plan check comments)	2 weeks from receipt of City's comments on 100% PS&E
Completion of Bid Documents in September 2025	

V. PROPOSAL REQUIREMENTS

The response to this Request for Proposal shall include, but need not be limited to, the following information:

1. Number, function, and availability of personnel assigned to perform the work specified. A project organization chart, including names of individuals and any sub-consultants, should be included. Provide an hourly fee schedule for each classification and sub-consultant.

2. Qualifications, including education, experience, certifications, etc., of key personnel who will be assigned to the project from start to finish, including the subconsultants. Expertise applicable to the work specified should be emphasized.
3. The Proposer's anticipated approach to the work including:
 - A summary of the methodology to be used for the work
 - A discussion of the methods of management, quality control, and coordination that will be used to accomplish the project's schedule
 - An estimate of the level of effort (man hours) required
4. A statement of past work performed on projects of a similar nature that would indicate qualifications of the proposer. Supply names of clients, client's contact person and telephone number, type of projects, and description of proposer's activities. The City reserves the right to contact the proposer's previous clients at any time.
5. Names of entities associated with the propose who may have a conflict of interest with any activities of this project. Provide details and reasons. Proposers are subject to disqualification on the basis of conflict of interest as determined by the City.

Proposal shall be limited to fifteen (15) pages, exclusive of prepared company documents, pre-printed resumes, and similar material that the proposer believes will aid in determining their qualifications for the project.

City Business License Statement

If awarded this contract, the Consultant , and each subcontractor employes in connection with this contract, either has, or will obtain a City of Pittsburg Business License prior to commencing any work under this contract.

State Prevailing Wage

This contract is subject to the State prevailing wage requirements of the California Labor Code including, but not limited to, Sections 1770, 1771.5, 1773, 1776 and 1777.5. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Future effective general prevailing wage rates which have been predetermined and are on file with the California

Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. A copy of the prevailing rate of per diem wages shall be posted at the job site. This contract is subject to SB 854 and SB-96. Contractor shall comply with California prevailing wage laws including, to the extent applicable, Labor Code Section 1720.9.

Labor Compliance

This contract is subject to SB 854 and SB-96. Contractor shall comply with California prevailing wage laws including, to the extent applicable, Labor Code Section 1720.9. The Consultant is responsible for obtaining a current edition of all California statutes and regulations and adhering to the latest editions of such.

Rejection

The City reserves the right to reject any or all proposals and to waive any informality in any proposal. The City may reject the proposal of any proposer who has previously failed to perform properly, or complete contracts of a similar nature on time, or reject the proposal of a proposer who is not in a position to fulfil such a contract satisfactorily. The City may reject the proposal of any proposer who is in default of the payment of taxes, licenses or other monies due to the City of Pittsburg.

Subconsultants

For all projects, the proposer must list any subconsultants that will be used, the work to be performed by them, and total number of hours or percentage of time they will spend on the project.

VI. SUBMITTAL REQUIREMENTS

Consultants shall submit all information as stated in Section V – PROPOSAL REQUIREMENTS. Consultant is required to indicate the Designated Contact in the proposal package. Include the designated contact individual's name, address, phone number(s) and email address.

Questions regarding the RFP may be submitted by email to: JLongway@pittsburgca.gov and AChamberlain@pittsburgca.gov Firms must request to be added to the RFP recipient list in order to receive addenda to this RFP. Requests to be on the list must include company name, address, phone number, and contact person. The last day for questions will be February 18, 2025 at 2:00PM.

Proposals are to be submitted electronically as PDF files to Jolan Longway, Development Services Supervisor, at JLongway@pittsburgca.gov and April Chamberlain, Administrative Analyst II at AChamberlain@pittsburgca.gov . The proposal shall be signed by an individual authorized to execute legal documents on behalf of the Consultant. **The subject line of the email is to clearly state, "RFP**

Loveridge Rd. Storm Water Trash Capture Device Design” proposals shall be received by the City of Pittsburg Office no later than 5:00p.m. on MONDAY FEBRUARY 24, 2025.

The email date/time stamp will be proof of receipt. Late Proposals will not be considered under any circumstance.

Failure to provide all required submittals in completed form and/or a clearly marked original with original signatures may result in a proposal being found non-responsive and given no consideration.

SECTION VII. ESTIMATED PROPOSAL REVIEW AND AWARD SCHEDULE

RFP Issue date	February 4, 2025
Deadline to submit questions	February 18, 2025 at 2:00pm.
Proposal Submittal Due Date	February 24, 2025
Selection and Notification	February 28, 2025
Purchase Order and Contract	March 4, 2025
Notice to Proceed	March 6, 2025

VIII. EVALUATION OF PROPOSALS

Proposals must fully address the evaluation factors, contain complete technical submittals, references and data to verify qualifications and experience and include a statement that the City contract can be executed, listing any exceptions. Proposals without sufficient submittal data to provide a complete evaluation will be considered non-responsive. As part of the technical proposal, Consultants must evaluate the City's proposal terms and conditions. Any exceptions taken to the proposal specifications and/or the City's Consulting Services Agreement must be listed as a separate item as Exceptions to Specifications. All proposals will be reviewed for compliance with specifications including documented capability to perform the prescribed work in a satisfactory manner. Proposals, which appear to be compliant, will be evaluated on a point system (0-100 points, with 100 being the best possible score) in accordance with the following criteria:

- **Qualifications and Experience – 30 Points Max.** Consultant's and its agents, employees, and sub-consultants in completing projects of similar type, size, and complexity. The City may consider Proposer's timely and accurate completion of similar projects within budget.
- **Approach to Work – 25 Points Max.** Present a well-developed approach to the Scope of Work, including procedures, methodologies, measures of effectiveness, organization, and scheduling of tasks to be performed as well as a statement outlining the anticipated involvement of City staff. Describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services. Additionally, identify approaches to resolve these critical issues and other elements of concern.
- **Capability to Meet Schedule – 40 Points Max.** Demonstrate adherence to time schedule, including a description of the ability of the proposer to perform services within the proposed time frame while providing a quality product. Proposers shall include as part of their proposal package a detailed project schedule listing the

consultant services identified in the detailed scope of services and the time required to complete each of the specified tasks. Provide a detailed Gantt chart schedule showing tasks, subtasks, and milestones.

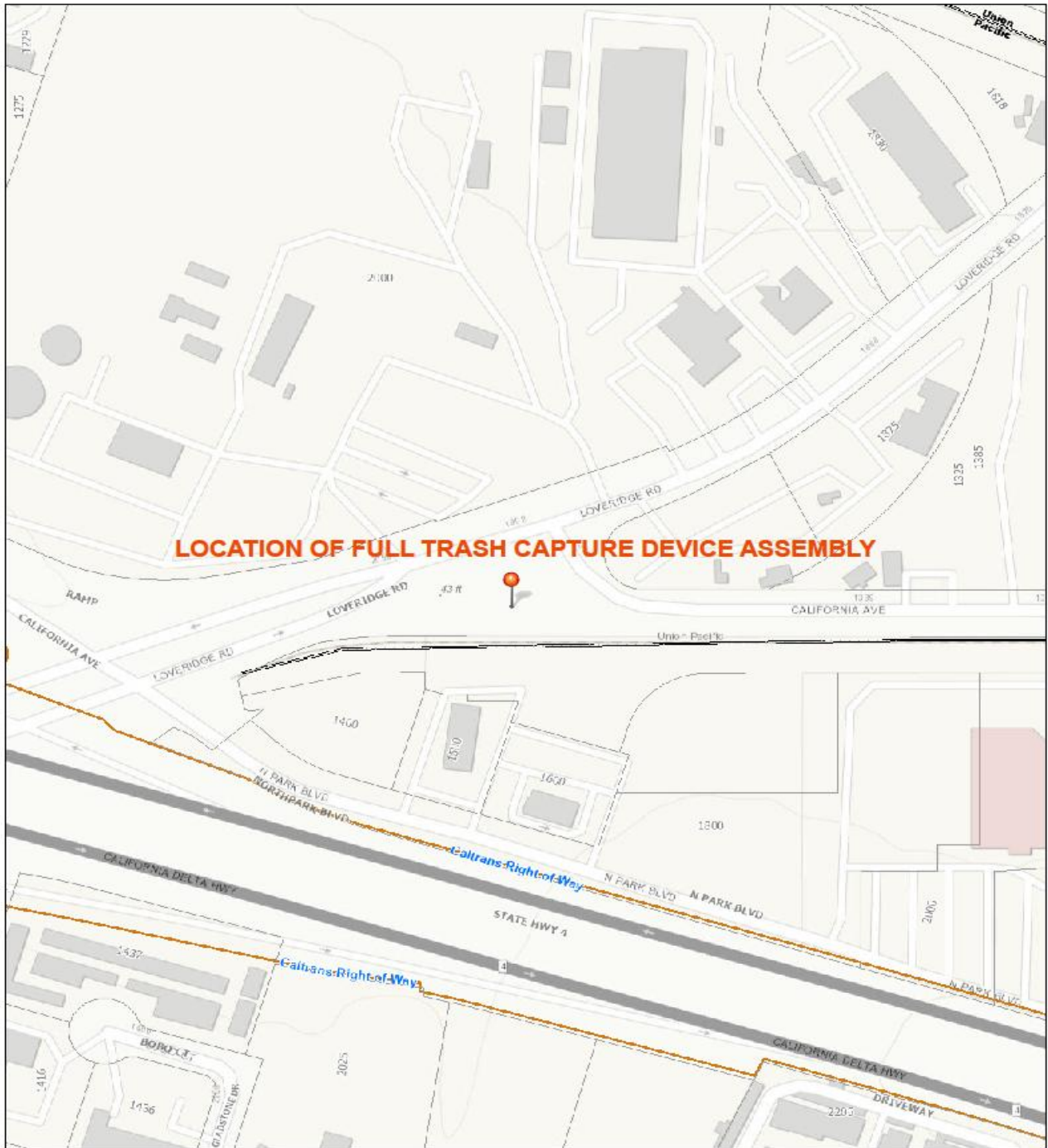
- References – 5 points Max. The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. Additionally, the City may seek clarification or additional information from Consultants. All Consultants shall verify if any addendum for this project has been issued by the City and shall respond to the final written RFP and any exhibits, attachments and amendments.

This RFP does not commit the City of Pittsburg to sign an agreement, award a contract, or to pay any costs incurred in the preparation of a response to this RFP. All documents, conversations, correspondence, etc. with the City are subject to the laws and regulations that govern the City. All Proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public review. The City reserves the right to reject any or all proposals and the right to waive minor irregularities in any proposals. Waiver of one irregularity does not constitute waiver of any other irregularities. Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals.

The consultant must be willing to execute the City's Standard Professional Consultant Agreement without any revision. The City will not accept any changes to the indemnity and insurance provisions. See Attachment B for the City's standard Professional Consultant Agreement.

FIGURE 1 PROJECT LOCATION

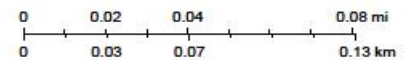
City of Pittsburg - Web Map Print



1/29/2025, 3:08:04 PM

- Railroads
- Caltrans ROW
- - - City Limits
- Parcel

1:2,257



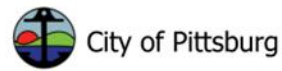
City of Pittsburg, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Disclaimer: All reasonable effort has been made to assure the accuracy of the maps for its intended purpose.

**FIGURE 2 Approximate Drainage Area
Tributary to Full Trash Capture Device**



0 500 1,000 2,000 Feet
Scale: 1:8,750



ATTACHMENT A
**CERTIFIED FULL TRASH CAPTURE SYSTEM LIST OF TRASH TREATMENT
CONTROL DEVICES**

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State Water Resources Control Board

Certified Trash Full Capture Systems Available to the Public (Updated November 2024)

Trash Provisions

Any trash treatment system installed after December 2, 2015 must be certified prior to installation by the State Water Resources Control Board (State Water Board) Executive Director, or designee, that it meets the full capture system definition in order to qualify as a trash full capture system (System) and satisfy the requirements of the Trash Provisions,¹. The Trash Provisions define a full capture system as a treatment control, or series of treatment controls, including but not limited to, a multi-benefit project or a low impact development control that traps all particles that are 5-millimeter or greater, and has a design treatment capacity that is either:

1. Of not less than the peak flow rate resulting from a one-year, one-hour storm event (design storm) in the subdrainage area, or
2. Appropriately sized and designed to carry at least the same flows as the corresponding storm drain.

Consistent with these requirements, the Systems shall not bypass trash below the design storm under maximum operational loading conditions and shall not have a diversion structure present upstream such that a portion of the peak flow is not treated to trap all particles 5-millimeter or greater.

¹ Amendment to the Water Quality Control Plan for Ocean Waters of California to Control Trash and Part 1 Trash Provisions of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California adopted by the State Water Board located on the Statewide Water Quality Control Plans for Trash webpage at:
https://www.waterboards.ca.gov/water_issues/programs/trash_control/documentation.html

E. JOAQUIN ESQUIVEL, CHAIR | ERIC OPPENHEIMER, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

Certified Trash Full Capture Systems Available to the Public

Vector Control Accessibility

According to the California Health and Safety Code,² California landowners are legally responsible to abate (eliminate the source of) a public nuisance arising from their property, including mosquitoes. Mosquito vector control districts have substantial authority to access public and private property, inspect known or suspected sources of mosquitoes, abate mosquito sources, and charge the landowner for work performed and/or charge fees if a landowner is unwilling or unable to address a mosquito source arising from their property.

If not designed properly, a System may impede the mosquito vector control district's ability to (1) visually inspect the System and/or storm vault for mosquito breeding, and (2) apply the appropriate chemical treatment. Moreover, some Systems may create a habitat for mosquitoes.

All the Systems in the tables below were reviewed and approved by the Mosquito Vector Control Association of California for vector control accessibility. However, prior to installation of any Systems, contact the local mosquito vector control district to ensure the installation conforms to the local district's visual inspection, treatment, and vector breeding minimizing guidelines. The Mosquito Vector Control Association of California may also be contacted via email at Trashtreatment@mvcac.org.

Certified Trash Full Capture System Tables

The Systems included in the tables below are: 1) new Systems certified by the State Water Board Executive Director after adoption of the Trash Provisions, and 2) legacy Systems that were certified pursuant to the Trash Provisions, including those full capture systems that were listed in Appendix I of the Bay Area-wide Trash Capture Demonstration Project, Final Project Report (May 8, 2014). All Systems remain certified unless and until they are decertified by the State Water Board's Executive Director or designee. Legacy Systems' descriptions are included in "fact sheets" that have been updated to address the application requirements for new Systems.

Categorically Certified Multi-Benefit Trash Treatment Systems, a subset of full capture systems, are listed separately on the State Water Board's [Trash Implementation Program](#) webpage

(https://www.waterboards.ca.gov/water_issues/programs/stormwater/trash_implementation.html). Additionally, the tables do not include the Department of Transportation's Systems as its Systems are not available to the public.

Systems are either identified by their application number or, for legacy Systems, by a fact sheet alpha numeric designation.

² Health & Safety Code sections 2001-2002, 2060-2067, 100170, and 131075.

Certified Trash Full Capture Systems Available to the Public

Please note: Only Systems originally manufactured or distributed by the listed applicants are certified full capture systems.

The alphabetical tables of System applicants are divided into two categories:

- *Catch Basin Inserts and Other Insert Systems.* These Systems typically are inserted into existing stormwater infrastructure; and
- *High Flow Capacity Trash Full Capture Systems.* These Systems are generally self-contained units that typically are not inserted into existing stormwater infrastructure and that are designed to treat trash from large drainage areas.

How to Access Certified System Applications and Legacy System Fact Sheets

Other than those applications pertaining to the Department of Transportation's certified Systems, certified System applications and legacy System fact sheets are available at the California Stormwater Quality Association's trash webpage:

<https://www.casqa.org/resources/trash/certified-full-capture-system-trash-treatment-control-devices>. To obtain the Department of Transportation's certified applications, please contact Leo Cosentini (contact information below).

All questions concerning the Trash Provisions and the tables below should be directed to Leo Cosentini by email at Leo.Cosentini@waterboards.ca.gov or by phone at (916) 341-5524.

Certified Trash Full Capture Systems Available to the Public

TABLE 1. Catch Basin Inserts and Other Insert Systems

Applicant/Owner	Full Capture System Name	Date of Application Certification and Update (if applicable), or Fact Sheet Update	Date of Vector Control Accessibility Approval
AbTech Industries, Inc.	Ultra Urban Filter Curb Opening and Drop-In	Application 25 06/30/20	04/8/20
Advanced Drainage Systems, Inc.	FLEXSTORM Full Trash Capture Inserts	Application 3 03/15/18 Updated 04/21/21	03/30/21
Advanced Drainage Systems, Inc.	FLEXSTORM Connector Pipe Screen	Fact Sheet ADS-1 Updated 06/08/21 Updated 05/20/24 Updated 11/01/24	Updated 10/10/24
Bio Clean® Environmental Services, Inc.	Curb Inlet and Grate Inlet Filters	Application 4 03/15/18 Updated 10/21/21 Updated 4/29/2024	Updated 04/25/24
Hydra TMDL Systems (Previously certified as Bio Clean® Environmental Services, Inc.)	Connector Pipe Screen	Fact Sheet BC-3 Updated 04/30/20 Updated 05/01/24	Updated 05/01/24
BrightWater™	Connector Pipe Screen	Application 29 03/15/18 Updated 12/29/20	11/19/20

Certified Trash Full Capture Systems Available to the Public

Applicant/Owner	Full Capture System Name	Date of Application Certification and Update (if applicable), or Fact Sheet Update	Date of Vector Control Accessibility Approval
BrightWater™	Curb Inlet Filter	Application 26 06/30/20	04/17/20
Ecology Control Industries	Debris Dam - Catch Basin Insert for Curb Inlet Design	Fact Sheet ECI-1 12/02/15 Updated 06/17/20	04/29/20
Enviropod® International: A Stormwater 360 Group Company	Enviropod® LittaTrap™ Full Capture	Application 27 10/14/20	07/20/20
Fabco Industries, Inc.	Fabco Connector Pipe Screen	Application 36 Updated 2/07/2024 Updated 04/25/24 Updated 08/19/24	Updated 08/07/24
Fabco Industries, Inc.	Fabco Expanding StormRing CPS	Application 42 09/25/2023	08/28/2023
Fabco Industries, Inc.	Fabco Ready-Fit StormSack	Application 41 06/16/2023	6/12/2023
Fabco Industries, Inc.	Fabco ScreenBox	Application 37 10/13/22	10/05/22

Certified Trash Full Capture Systems Available to the Public

Applicant/Owner	Full Capture System Name	Date of Application Certification and Update (if applicable), or Fact Sheet Update	Date of Vector Control Accessibility Approval
Fabco Industries, Inc.	Fabco StormBasin	Application 38 10/13/22	10/05/22
Fabco Industries, Inc.	Fabco StormSack	Application 39 10/13/22	10/05/22
Fabco Industries, Inc.	Fabco StormTrough	Application 43 updated 08/19/24	11/1/23 Updated 09/27/24
Filtrex® Sustainable Technologies	StormExx® Clean	Application 16 08/10/18 Updated 11/25/19	12/06/19
Frog Creek Partners, LLC	Gutter Bin® Channel Filtration System and Mundus Bag® Water Filter	Application 22 06/26/19	04/19/19
Frog Creek Partners, LLC	Gutter Bin® Eco Curb Inlet Filter and Mundus Bag® Water Filter	Application 23 02/18/19	10/14/19
Frog Creek Partners, LLC	Gutter Bin® Eco Drop Inlet Filter and Mundus Bag® Water Filter	Application 24 02/18/20	12/06/19
G2 Construction, Inc.	G2 CPS-Mod™ and Removable CPS-Mod™ Screen	Application 18 06/26/19	03/15/19

Certified Trash Full Capture Systems Available to the Public

Applicant/Owner	Full Capture System Name	Date of Application Certification and Update (if applicable), or Fact Sheet Update	Date of Vector Control Accessibility Approval
G2 Construction, Inc.	G2 Grated Inlet Trash Screen	Application 19 06/26/19	04/10/19
Hydroworks, LLC	HydroDome TR	Application 44 04/30/24	04/18/24
Inventive Resources, Inc.	Water Decontaminator	Application 2 03/15/18 Updated 02/05/21	04/20/20
Kai Pono Solutions	Standard Basic System	Application 45 06/14/24	06/10/24
Oldcastle Infrastructure	FloGard® + Plus® Catchbasin Trash Screen Insert, Combination Inlet Style Drop in Basket	Fact Sheet OI-1 12/02/15 Updated 06/09/21	06/09/21
Oldcastle Infrastructure	FloGard® Catchbasin Trash Screen Insert, Flat Grated Inlet Style Drop in Basket	Fact Sheet OI-2 12/02/15 Updated 06/09/21	06/09/21
Oldcastle Infrastructure	FloGard® Catchbasin Outlet Trash Screen Insert Connector Pipe Screen	Fact Sheet OI-3 Updated 01/29/19	12/06/19

Certified Trash Full Capture Systems Available to the Public

Applicant/Owner	Full Capture System Name	Date of Application Certification and Update (if applicable), or Fact Sheet Update	Date of Vector Control Accessibility Approval
Revel Environmental Manufacturing, Inc.	Triton™ Bioflex Inlet Trash Guard Catchbasin Polyester Fiber Mesh Trash Filter Insert	Fact Sheet REM-1 12/02/15 Updated 09/10/21	09/07/21
Revel Environmental Manufacturing, Inc.	Triton™ Crescent Pipe Screen	Application 12 07/10/18 Updated 08/12/24	08/14/24
Revel Environmental Manufacturing, Inc.	Triton™ Perf-Full Trash Capture Insert	Application 13 07/10/18 Updated 12/21/21	12/20/21
Safe Drain Stormwater Holdings, Inc.	Storm Vector Guard	Application 30 02/11/21	12/17/20
Stormtek	Stormtek ST3 & ST3G Catchbasin Connector Pipe	Fact Sheet AS-1, A1S-2 12/02/15 Updated 08/12/21	08/04/21
United Stormwater, Inc.	Connector Pipe Trash Screen	Fact Sheet USW-1 12/02/15 Updated 01/29/22	01/26/22

Certified Trash Full Capture Systems Available to the Public

TABLE 2. High Flow Capacity Trash Full Capture Systems

Applicant/Owner	Full Capture System Name	Date of Application Certification and Update (if applicable), or Fact Sheet Update	Date of Vector Control Accessibility Approval
Advanced Drainage Systems, Inc.	Barracuda Hydrodynamic Separator	Application 21 06/26/19 Updated 05/21/21	03/15/19 Updated 05/21/21
AquaShield, Inc.	Aqua-Swirl® Stormwater Treatment System	Application 1 08/04/17 Updated 01/06/23	12/03/20 Updated 01/06/23
Bio Clean® Environmental Services, Inc.	Debris Separating Baffle Box	Application 6 03/15/18	07/28/20
Bio Clean® Environmental Services, Inc.	Bio Clean® Deflective Screening Device	Application 20 06/26/19	07/28/20
Bio Clean® Environmental Services, Inc.	Modular Wetland System®	Application 15 07/10/18	03/15/19
Coanda Inc.	Coanda Trash Screen and Debris Fence	Fact Sheet COA-1 12/02/15 Updated 09/10/21	09/07/21

Certified Trash Full Capture Systems Available to the Public

Applicant/Owner	Full Capture System Name	Date of Application Certification and Update (if applicable), or Fact Sheet Update	Date of Vector Control Accessibility Approval
Contech Engineered Solutions	Continuous Deflective Separator Hydrodynamic Separator	Fact Sheet CCP-1HF 12/02/15 Updated 05/27/21	04/29/21
Jensen® Stormwater Systems	Jensen® Deflective Separators	Application 5 03/15/18	12/06/19
Hydro International®	Downstream Defender® (In-Line and Off-Line Configurations)	Application 14 07/10/18	03/16/20
Hydro International®	First Defense® High-Capacity Full Trash Capture Device	Application 28 10/30/20	08/20/20
Hydro International®	Hydro Up-Flo Filter®	Application 11 07/18/18	03/16/20
Hydro International®	Hydro DryScreen®	Application 10 07/10/18 Updated 05/05/21	04/29/21

Certified Trash Full Capture Systems Available to the Public

Applicant/Owner	Full Capture System Name	Date of Application Certification and Update (if applicable), or Fact Sheet Update	Date of Vector Control Accessibility Approval
Hydroworks, LLC	HydroDome® TS	Application 46 9/26/24	08/14/24
Oldcastle Infrastructure	FloGard® NetTech	Fact Sheet OI-11HF 12/02/15 Updated 02/08/20	12/03/20
Oldcastle Infrastructure	Nutrient Separating Baffle Box®	Application 17 10/12/18 Updated 07/21/20	07/20/20
Roscoe Moss Company	Storm Flo® Trash Screen – Linear Radial Gross Solids Removal Device	Fact Sheet RMC-1HF 12/02/15 Updated 03/30/21	03/11/21
StormTrap®, LLC	SiteSaver®	Application 9 03/15/18 Updated 02/23/21	03/18/21
StormTrap®, LLC	TrashTrap® Net and Fixed Basket In-Line Stormwater Treatment System	Application 34 06/21/22	05/03/22

Certified Trash Full Capture Systems Available to the Public

Applicant/Owner	Full Capture System Name	Date of Application Certification and Update (if applicable), or Fact Sheet Update	Date of Vector Control Accessibility Approval
StormTrap®, LLC	TrashTrap® Net and Fixed Basket End-of-Pipe Stormwater Treatment System	Application 35 07/06/22	06/01/22

ATTACHMENT B

SAMPLE CONSULTANT AGREEMENT

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND **NAME OF CONSULTANT**

THIS Agreement (“Agreement”) for consulting services is made by and between the City of Pittsburg, a municipal corporation (“City”) and _____, a California [corporation] [limited liability company] (“Consultant”) (together referred to as the “Parties”) as of _____, 20__ (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on _____ or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City’s request, reassign such persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed _____ (\$ _____), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

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

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

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

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from receipt of the invoice.

2.3 Final Payment. Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all people employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned

autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain endorsements that may be necessary to affect this waiver

of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under their policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Indemnification. Consistent with California Civil Code Section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties, or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by City, Consultant shall defend any such suits at its sole cost and expense. If City elects to provide its own defense, Consultant shall reimburse City for any expenditures, including reasonable attorneys' fees and costs. Consultants' obligations under this section exist regardless of concurrent negligence or willful misconduct on

the part of City or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, City for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This Section 5.1 shall survive any expiration or termination of this Agreement.

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

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required

to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

- 7.4 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.
- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.5.1** Immediately terminate the Agreement;
 - 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.5.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.5.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.
 - 8.5.5** The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other

documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written requests of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless

of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

- 10.7 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested, Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
ATTN: [Redacted]

City:

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

- 10.9 Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility.”
- 10.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant’s proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant’s Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG

CONSULTANT

Garrett Evans, City Manager

Name, Title

Approved as to Form:

Donna Mooney, City Attorney