

TRACY HOMELESSNESS ADVISORY COMMITTEE REGULAR MEETING AGENDA

Date/Time:

Thursday, June 20, 2024, 7:00 P.M.

Location:

**A quorum of the Tracy Homelessness Advisory
Committee will be in attendance at:
Council Chambers, Tracy City Hall,
333 Civic Center Plaza, Tracy CA 95376
And
Council Member Bedolla will be attending remotely at the
following location:
Bellagio Hotel, Hotel Lobby,
3600 S Las Vegas Blvd, Las Vegas, NV 89109**

Web Site: www.cityoftracy.org

**THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND
REMOTE PARTICIPATION PURSUANT TO GOVERNMENT CODE SECTION
54953(e).**

MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY IN THE MEETING VIA THE FOLLOWING METHOD:

As always, the public may view the Tracy Homelessness Advisory Committee meetings live on the City of Tracy's website at CityofTracy.org or on Comcast Channel 26/AT&T U-verse Channel 99. To view from the City's website, open the "Government" menu at the top of the City's homepage and select "Tracy Homelessness Advisory Committee", then select "[View Homelessness Advisory Committee Meetings on YouTube](#)" under the "Boards and Commissions" section.

If you only wish to watch the meeting and do not wish to address the Council, the City requests that you stream the meeting through the City's website or watch on Channel 26.

Remote Public Comment:

During the upcoming Homelessness Advisory Committee meeting public comment will be accepted via the options listed below. If you would like to comment remotely, please follow the protocols below:

- *Comments via:*
 - **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number: 2552 615 7018** and **Event Password: THAC**
 - ***If you would like to participate in the public comment anonymously***, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.

- [Join by phone by dialing +1-408-418-9388, enter 25526157018#8422# Press *3 to raise the hand icon to speak on an item.](#)
- *Protocols for commenting via WebEx:*
 - *If you wish to comment on the “Consent Calendar”, “Items from the Audience/Public Comment” or “Regular Agenda” portions of the agenda:*
 - *Listen for the Chairperson to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*
 - *Comments for the “Consent Calendar” “Items from the Agenda/Public Comment” or “Regular Agenda” portions of the agenda will be accepted until the public comment for that item is closed.*

Government Code Section 54954.3 states that every public meeting shall provide an opportunity for the public to address the Tracy Homelessness Advisory Committee on any item, before or during consideration of the item, however no action shall be taken on any item not on the agenda.

Full copies of the agenda are available on the City's website: www.cityoftracy.org

CALL TO ORDER
ROLL CALL

1. CONSENT CALENDAR

1.A. [Adoption of May 14, 2024 Special Meeting Minutes](#)

2. ITEMS FROM THE AUDIENCE - *In accordance with [Council Meeting Protocols and Rules of Procedure](#), adopted by Resolution 2019-240, a five-minute maximum time limit per speaker will apply to all individuals speaking during “Items from the Audience/Public Comment”. For non-agendized items, Advisory Committee members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to the Tracy Homelessness Advisory Committee.*

3. REGULAR AGENDA

- 3.A The Tracy Homeless Advisory Committee recommends that the City Council adopt a resolution (1) awarding a construction contract to Quiring General, LLC., Pleasanton, California, in the amount of \$9,349,630 for construction of the Phase II Site Improvements of the Temporary Emergency Housing Facility Project, at 370 W. Arbor Avenue, and (2) authorizing the City Manager to approve change orders up to the contingency amount of \$934,963, pursuant to Tracy Municipal Code Section 2.20.090(b).
- 3.B The Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution by a four-fifths vote (1) making a determination that compliance with standard procurement process is not in the best interest of the

City and dispense the bidding requirements for the purchase of a high tension membrane structure from Sprung Instant Structures, Inc., pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a); and (2) rescinding the approval, given pursuant to Resolution 2022-098, of a Purchase Agreement with Sprung Instant Structures, Inc. for a high-tension membrane structure in the amount of \$455,000; and (3) approving, instead, a Purchase Agreement with Sprung Instant Structures, Inc., for such structure at the Not-To-Exceed amount of \$481,275.

- 3.C The Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution approving Amendment No. 1 to the to the Purchase Agreement for Goods, Commodities, and Ancillary Services with Linked Equipment, LLC. an Arizona Limited Liability Corporation, to increase the total compensation by \$12,527, for a Not-To-Exceed amount of \$563,027, for premanufactured customized containers for the Temporary Emergency Housing Facility, Phase II Site Improvements.

4. STAFF ITEMS

5. COMMITTEE ITEMS

6. ADJOURNMENT

Posting Date: June 17, 2024

The City of Tracy is in compliance with the Americans with Disabilities Act and will make all reasonable accommodations for the disabled to participate in employment, programs and facilities. Persons requiring assistance or auxiliary aids in order to participate, should contact the City Manager's Office at (209) 831-6000 at least 24 hours prior to the meeting.

Tuesday, May 14, 2024, 7:00 P.M.

Tracy City Hall, 333 Civic Center Plaza, Tracy

CALL TO ORDER – Chairperson Davis called the meeting to order at 7:00 pm

Vice Chair Bedolla present and asked to participate remotely due to medical reasons and enacted his first AB2449 request for the committee meeting.

ROLL CALL- Deputy City Clerk. Roll call found Chairperson Davis present in City Hall, Council Chambers and Vice Chair Bedolla present and participated remotely due to medical reasons and enacted his first AB2449 request for the committee meeting.

1. CONSENT CALENDAR

- 1.A. Adoption of March 21, 2024 Regular Meeting Minutes – Minutes were adopted

2. ITEMS FROM THE AUDIENCE -Robert Tanner, wanted to address the inquiries he has been getting about The Salvation Army busing unhoused individuals from Stockton to keep the shelter full and how Tracy unhoused residents should be the priority and questions about the point in time count and the number of unhoused individuals in Tracy.

Cynthia Camacho, had a few questions if TCCC is again working as an outreach provider for the shelter and with the City, the busing of unhoused individuals from other cities to the Tracy Shelter and how much is The Salvation Army is getting paid each month and if “Safe Parking” can be an option for the future.

Committee comments followed.

Virginia responded to the questions from the audience.

Corey Christian, shelter client, responded to the rumors of shelter clients only being fed bread and water and shared that they have two good cooks who make sure to feed them three times a day. He shared that before the shelter he was lucky to have two good meals in a week and that being at the shelter has improved his health. He did shared an issue with the showers and water temperature not being consistent.

Alisha Rivera, shelter client, responded to the food rumors and shared that since being at the shelter she has gained weight due to receiving good meals. She also shared that she has been in and out of the hospital and that shelter staff has continuously checked in on her to make sure she is okay and if she needs anything.

Kiara Beltran, shelter client, shared her story that she was one of the residents of El Pescadero park and chose to go to the shelter. Since being at the shelter she was referred to a treatment program in San Francisco and is now back at the shelter getting assistance to gain custody of her children back.

Cynthia Camacho, shared that she has only heard good things about the food at the shelter and how amazing the food is. She also asked how many employees are in the Homeless Services Department and how many employees through The Salvation Army.

Virginia responded to the question.

Captain Juan Oregel, The Salvation Army, shared that the shelter is understaffed, but they are working on getting more staff at the site and trying to provide the best that they can with what they have.

Dan, resident of Tracy, shared his concerns of speeding cars, cars doing donuts and recent DUI crash between the intersection of Balboa and Laguna and what can be done about this.

3. REGULAR AGENDA

3.A The Tracy Homelessness Advisory Committee receive an informational update on efforts pertaining to the Tracy Homelessness Strategic Plan.

Virginia Carney, Homeless Services Manager provided the staff report, presentation and responded to questions.

Committee questions and comments followed.

Robert Tanner, asked about the negative exits from the shelter and if they are given a second chance and why the Tracer bus route numbers are declining.

Kiara Beltran, shelter client, shared that she was a negative exit and was given more than one opportunity to come back to the shelter and expressed that clients are given second chances.

Captain Juan, responded to the public comment and shared the guidelines when it comes to exiting someone from the shelter and what is not allowed. He also spoke about the second chances they give to clients and the changes they have made.

Vicky Jasinsky, shelter client, responded to the public comment about bus transportation and shared that she knows three people that take the bus continuously, but she also gives clients rides if she able too. However, the bus stop does not have a bench or an enclosure so makes it difficult when the weather is bad. Asked if an enclosure or bench can be a future option for the shelter.

Ilene Macintire, Senior Civil Engineer responded to questions and comments.

Vicky Jasinsky, shelter client, asked if someone wanted to donate a bench or enclosure for the bus stop what would they need to do.

Jeffrey Crosswhite, Asst. City Attorney, responded to questions.

Committee questions and comments followed.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to receive an informational update on efforts pertaining to the Tracy Homelessness Strategic Plan and recommend that the report be placed on consent calendar of the next Regular City Council agenda.

3.B The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution approving Amendment No. 1 to the General Services Agreement with United Site Services of California, Inc. at the Temporary Emergency Housing Facility, Capital Improvement Project 71112, at 370 West Arbor Avenue, to increase the original scope of service, increase the total not-to-exceed amount to \$255,563.51, and extend the term from May 31, 2024 to June 30, 2025.

Virginia Carney, Homeless Services Manager provided the staff report and responded to questions.

Committee questions and comments followed.

Vicky Jasinsky, shelter client, expressed what a difference the handwashing stations have made and the convenience they provide at the shelter. She asked if there is anything that can be done or suggestions to provide shade for the pets at the shelter.

Ilene Macintire, Senior Civil Engineer responded to questions.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to accept a resolution approving Amendment No. 1 to the General Services Agreement with United Site Services of California, Inc. at the Temporary Emergency Housing Facility, Capital Improvement Project 71112, at 370 West Arbor Avenue, to increase the original scope of service, increase the total not-to-exceed amount to \$255,563.51, and extend the term from May 31, 2024 to June 30, 2025.

- 3.C The Tracy Homeless Advisory Committee recommend that City Council adopt a Resolution (1) awarding a construction contract to Bockmon & Woody Electric Company, Inc. of Stockton, California for the 370 and 384 W. Arbor Road Power Supply Project at the Temporary Emergency Housing Facility Project, CIP 71112, in the amount of \$614,275 and (2) authorizing the City Manager to approve construction contract change orders up to the contingency amount of \$61,428, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

Ilene Macintire, Senior Civil Engineer provided the staff report and responded to questions.

No public comment.

Committee questions and comments followed.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to accept a resolution (1) awarding a construction contract to Bockmon & Woody Electric Company, Inc. of Stockton, California for the 370 and 384 W. Arbor Road Power Supply Project at the Temporary Emergency Housing Facility Project, CIP 71112, in the amount of \$614,275 and (2) authorizing the City Manager to approve construction contract change orders up to the contingency amount of \$61,428, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

4. STAFF ITEMS – None
5. COMMITTEE ITEMS – None
6. ADJOURNMENT – Time: 8:47 p.m.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to adjourn. Roll call found all in favor; passed and so ordered.

The agenda was posted at City Hall on May 13, 2024. The above are action minutes.

Chairperson

ATTEST:

Administration Technician

Agenda Item 3.A

RECOMMENDATION

Staff recommends that the Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution (1) awarding a construction contract to Quiring General, LLC., Pleasanton, California, in the amount of \$9,349,630 for construction of the Phase II Site Improvements of the Temporary Emergency Housing Facility Project, at 370 W. Arbor Avenue, and (2) authorizing the City Manager to approve change orders up to the contingency amount of \$934,963, pursuant to Tracy Municipal Code Section 2.20.090(b).

EXECUTIVE SUMMARY

This agenda item seeks the award of a construction contract to Quiring General, LLC., of Pleasanton, California, for construction of the Phase II Site Improvements of the Temporary Emergency Housing Facility (TEHF) Project, Capital Improvement Project (CIP) 71112, with a contract price of \$9,349,630 and a contingency amount of \$934,963. This amount was previously appropriated by City Council as part of the CIP 71112 and is fully funded.

BACKGROUND AND LEGISLATIVE HISTORY

On March 10, 2020, the City Council adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2. On September 1, 2020, City Council authorized the creation of a Capital Improvement Project for the Temporary Emergency Housing Facility (TEHF) on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness. For the subsequent two years, the City actively pursued the development and construction of an interim temporary emergency housing shelter on City-owned land located at 370 West Arbor Avenue to serve as an interim full-service temporary housing solution for the City's unsheltered (Project) until the completion of the permanent project improvements.

Phase I of the TEHF Project included demolition of the existing structures, site and preparation, and underground utilities, and began in May of 2022. Phase I was accepted as complete on June 2023 per Resolution 2023-098.

Phase II Site Improvements, including installation of a high-tension membrane structure, referred to as the Sprung Structure, was advertised for bids in June of 2022. However, all bids were rejected under Resolution 2023-150 because the bids exceeded the available funds at that time.

Resolution 2023-150 authorized staff to readvertise the project. Additional funding was obtained from the San Joaquin County Board of Supervisors, in the form of a grant of American Rescue Plan Act funding in the amount of \$7.1 million and a federal Housing and Urban Development Community Project Funding Grant in the amount of \$3 million, that now allows for the construction of Phase II.

Phase III consisted of the leasing and installation of modular units and is referred to as the "Interim Project". This phase was opened in December of 2022, and has housing for up to 48

individuals. The proposed Phase II project construction had plans for permanent power supply, but it was postponed due to the costs related to expediting the completion of the Interim Project preparation. Portable generators were leased to provide power for the site until equipment for a permanent power supply could be installed.

On July 5, 2023, City Council authorized the purchase of eight (8) custom container dormitories under Resolution 2023-140, to be installed as part of Phase IV, to provide additional interim shelter facility capacity. The Phase IV facility opened in December of 2023, providing housing for an additional 38 individuals.

In April 2023, staff issued a Notice Inviting Bidders for two permanent power supply construction contracts, separately from the facility site improvements, to expedite the procurement and installation of the electrical equipment that has a thirty-seven (37) week lead time. In May 2023, two bids were received, and the contract was awarded to the lowest qualified bidder, which was DV Electric, Inc. for both power supply projects by the City Council on July 5, 2023. However, the contract was rescinded due to the contractor's non-responsiveness and failure to submit correctly completed construction contract documents as required. All bids for these power supply projects were rejected on January 16, 2024, and the City Council authorized the readvertisement of the work, pursuant to Resolution 2024-004.

On April 2, 2024, pursuant to Resolution 2024-047, the City Council approved an Agreement with Nelco Electric, Inc. for the direct purchase of the power supply equipment, including switchgear and panel boards, for both permanent power supplies needed for the TEHF.

In March 2024, staff issued a Notice Inviting Bidders for the installation of the power supply equipment and related work. On May 14, 2024, pursuant to Resolution 2024-068, the City Council authorized the award of the contract to Bockmon & Woody, Inc., of Stockton, California. Work is anticipated to begin in July 2024.

Staff prepared the plans, specifications and bid documents for the construction of the Phase II site improvements at the TEHF, and advertised for competitive bids on April 5, 2024 and April 12, 2024.

The Bid was broken into four (4) schedules: Base Bid, ABI-1 Landscaping, ABI-2 Bike & Pet Enclosures and ABI-3 Shade Structures. The Base Bid amount was used to determine the lowest bidder.

Bids were received and publicly opened on May 7, 2024, at 2:00 p.m. with the following results:

<u>Contractor</u>	<u>Base Bid Amount</u>	<u>Federal Forms</u>
Quiring General, LLC.	\$ 8,808,993.43	Y
Diede Construction, Inc.	\$ 9,054,475.00	Y
Bobo Construction, Inc.	\$ 11,817,656.56	Y

The TEHF Project includes federal grant funding requiring bidders to submit five (5) federal forms with the bid document package. The requirement is outlined in detail in the Instructions to bidders and the Community Development Block Grant Handbooks, included in the bid documents. All bidders submitted the required forms.

ANALYSIS

The lowest successful bidder, Quiring General, LLC., of Pleasanton, California, is responsive and responsible as the bidder has the appropriate contractor's license, in active standing, with the State of California and has completed similar projects.

Adequate funding is available for the construction of both the base bid and additive bid item No. 1, for landscaping and irrigation. The total estimated cost of this project, including the contract amount includes a 10% construction contract contingency which staff is recommending the City Manager be authorized to implement as needed. City costs related to staff time, construction inspection, building permits, design support and all soft costs related to the construction contract, if awarded to Quiring General, LLC., include the following:

Construction Base Bid	\$ 8,808,993
Additive Bid Item No. 1 (ABI-1) Landscaping	\$ 540,637
Contingency (10%)	\$ 934,963
Construction Management*	\$ 250,000
Design Support During Construction (5%)	\$ 250,000
Total	\$10,784,593

On October 3, 2023, a professional services agreement was awarded to Roebbelen Construction Management Services in the amount of \$450,185 to manage the construction contract.

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount of \$934,963 for this project, representing 10% of the construction contract cost, which staff is seeking the City Council to authorize.

FISCAL IMPACT

The TEHF is an approved project in the City's Capital Improvement Plan and sufficient funds are available in the project for the contract with Quiring General, LLC. The current project budget is as follows:

<u>Funding Source</u>	<u>Budget</u>	<u>Expenses</u>	<u>Balance</u>
American Rescue Plan Act - City of Tracy	\$ 4,500,000	\$ 4,229,546	\$ 270,454
San Joaquin County (ARPA) R1	\$ 3,661,113	\$ 3,661,113	\$ -
San Joaquin County (ARPA) R2	\$ 7,167,798	\$ -	\$ 7,167,798
HHAP	\$ 329,240	\$ 329,240	\$ -
HHAP R2	\$ 414,042	\$ 414,042	\$ -
Federal Grant	\$ 3,000,000	\$ -	\$ 3,000,000
CDBG (4 Grants)	\$ 1,185,461	\$ 836,294	\$ 349,167
Housing Asset Funds	\$ 690,000	\$ 101,979	\$ 588,021
Current Budget	\$ 20,947,654	\$ 9,572,214	\$ 11,375,440

CEQA DETERMINATION AND NEPA

A Notice of Exemption was issued on October 16, 2020, for the TEHF in accordance with Government Code sections 65660-65662 for low barrier navigation Centers and Section 15269(c) of the CEQA Guidelines. This action is consistent with the project considered in the Notice of Exemption and no further environmental review is necessary.

San Joaquin County, as the responsible entity under the National Environmental Protection Act (NEPA) for the federal grants related to this Project, conducted an Environmental Assessment in 2023 and released a Finding of No Significant Impact on January 18, 2024, in compliance with NEPA and applicable federal regulations.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted 2021-2023 Strategic Priorities, Public Safety Strategy Plan, Goal No. 2, Implementation of the Adopted Homelessness Strategic Plan, Item No. 1, to secure capital funding to construct a Temporary Emergency Housing Facility.

ACTION REQUESTED OF THE COMMITTEE

Staff recommends that the Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution (1) awarding a construction contract to Quiring General, LLC., Pleasanton, California, in the amount of \$9,349,630 for construction of the Phase II Site Improvements of the Temporary Emergency Housing Facility Project, at 370 W. Arbor Avenue, and (2) authorizing the City Manager to approve change orders up to the contingency amount of \$934,963, pursuant to Tracy Municipal Code Section 2.20.090(b).

Prepared by: Ilene Macintire, PE, Senior Civil Engineer

Reviewed by: Kimberly Murdaugh, Interim Assistant City Manager
Sara Cowell, Director of Finance
Bijal M. Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A-Temporary Emergency Housing Facility Phase II Site Improvements Award of Construction Contract PowerPoint Presentation

Temporary Emergency Housing Facility Phase II Site Improvements Award of Construction Contract

Attachment A



Review of project progress

- Improvements Completed
- Work in Progress
- Phase II Construction Improvements

Completed Improvements

Phase I - Demolition, Grading & Underground Utilities

- Removal of 1100 square foot building, 2500 tons, asphalt, recyclable metals, buried concrete, and other materials
- Installation of 1450 feet of 12" water pipe, 1000 feet of sewer pipe, and communications & data conduits



Phase III - Modular Buildings

Interim facility housing for 48 occupants, administration building, utilities, fire systems, temporary access road & parking, & site fencing



Phase IV - Custom Containers

Individual housing for 38 occupants, utilities, fire sprinkler & alarm systems, temporary restrooms & showers, temporary fencing



Improvements in Progress

- Sewer Lift Station - construction scheduled to begin in June and be completed about 10/31/2024
- Power Supply Installation - construction anticipated to begin in July and be complete about 9/30/2024
 - PG&E Activation approximately 2 months after final PG&E inspection
- Acquisition of Electrical Equipment - scheduled to arrive by 7/30/2024



Phase II Site Improvements

The Sprung Structure

3 Dormitories for 68 Occupants

Navigation Center Services

Operations Offices

Day Room Area

2 Accessible Restrooms

Staff break room

Interior Storage



Restroom Complex



Foundations, Utilities and Installation of 10 premanufactured restroom, shower, laundry and mechanical room containers featuring:

- Individual Showers - 12 accessible and 8 standard
- Individual Restrooms - 4 Accessible and 8 standard
- Laundry room with 6 washers and 10 dryers
- Mechanical room with three 125-gallon capacity hot water heaters & maintenance area with mop sink



Site Fencing and Gates

Decorative Entrance Fencing – 144 linear feet

Powered Rolling Entrance Gate and Pedestrian Entrance Gate with automated control systems



Site Perimeter Fencing – 3400 linear feet

8' Black Chain Link Fence

1600 feet of privacy slat fence along the west side of the project & railroad tracks

Sidewalks and Pavement

Accessible Sidewalks

22,000 square feet of accessible sidewalks connecting all areas of the facility (Equivalent to 1.25 miles of sidewalk)

Asphalt Concrete Pavement

64,000 square feet of asphalt pavement including, 2300 linear feet of 20' wide access roads to meet fire codes, 64 Parking stalls (9 ADA), 3 Motorcycle stalls



Decorative Permeable Pavers

530 square feet of decorative permeable pavers for storm water treatment and interest in the north plaza

Additional Phase II work includes:

22 Street Lights

36 Pedestrian Walk Lights

Landscaping & Irrigation

Storm Water Treatment

Hydromodification control structure and drainage system outfall

Covered Trash Enclosure Structure

Data & Communications systems infrastructure

Kitchen Foundation & Grease Trap

40' storage container with 3 roll up doors

20' storage containers adjacent to the Sprung building (3)

Preparation for repurposed administration modular





**Staff is available to
answer questions.**

Staff recommends that the Tracy Homelessness Advisory Committee recommends that the City Council award a construction contract to Quiring General, LLC., of Pleasanton, California, in the amount of \$9,349,630 for construction of the Phase II Site Improvements at the Temporary Emergency Housing Facility (TEHF) Project, CIP 71112, at 370 W. Arbor Avenue, and authorize the City Manager to approve change orders up to the contingency amount of \$934,963, pursuant to Tracy Municipal Code Section 2.20.090(b).



CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

(1) AWARDED A CONSTRUCTION CONTRACT TO QUIRING GENERAL, LLC. OF PLEASANTON, CALIFORNIA, IN THE AMOUNT OF \$9,349,630 FOR THE PHASE II SITE IMPROVEMENT OF THE TEMPORARY EMERGENCY HOUSING FACILITY (TEHF), AND (2) AUTHORIZING THE CITY MANAGER TO APPROVE CONSTRUCTION CONTRACT CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$934,963, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.090(b)

WHEREAS, on March 10, 2020, City Council adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2; and

WHEREAS, on September 1, 2020, City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness; and

WHEREAS, Phase I of the Project, which included demolition of the existing structures, site and preparation, and underground utilities, began in May of 2022 and was substantially complete by December of 2022; and

WHEREAS, the Phase III Interim Project facility was opened in December of 2022, housing up to 48 individuals in leased modular structures; and

WHEREAS, the proposed Phase II project construction had plans for permanent power supply, but it was postponed due to the costs related to expediting the completion of the Interim Project preparation; portable generators were leased to provide power for the site until equipment for a permanent power supply could be installed; and

WHEREAS, on July 5, 2023, City Council authorized the purchase of eight (8) custom container dormitories under Resolution 2023-140, to be installed as part of the Phase IV to provide additional interim shelter facility improvements; and

WHEREAS, The Phase IV - facility was opened in December of 2023, providing housing for an additional 38 individuals; and

WHEREAS, both Phase III and Phase IV interim housing facilities are now being powered by four (4) portable generators, consisting of two (2) primary generators and two (2) backup generators, required by South San Joaquin County Fire to maintain power to the Fire Alarm Monitoring System; Fuel costs have increased due to the higher demand of the additional facilities and residents; and

WHEREAS, in April 2023, staff issued a Notice Inviting Bidders for two permanent power supply construction contracts, separately from the facility site improvements, to expedite the procurement and installation of the electrical equipment that has a thirty-seven (37) week lead time.

WHEREAS, in May 2023, two bids were received, and the contract was awarded to the lowest qualified bidder, which was DV Electric, Inc. for both power supply projects by the City Council on July 5, 2023; and

WHEREAS, the contract was rescinded due to the contractor's non-responsiveness and failure to submit correctly completed construction contract documents as required; all bids for these power supply projects were rejected on January 16, 2024, and the City Council authorized the readvertisement of the work, pursuant to Resolution 2024-004; and

WHEREAS, on April 2, 2024, pursuant to Resolution 2024-047, City Council approved an Agreement with Nelco Electric, Inc. for the direct purchase of the power supply equipment, including switchgear and panel boards, for the permanent power supplies to be installed at the TEHF; and

WHEREAS, on May 21, 2024, pursuant to Resolution 2024-068, City Council awarded a construction contract to Bockmon & Woody Electric Company, Inc. for the installation of the permanent power for the permanent power supplies to be installed at the TEHF; and

WHEREAS, on April 15, 2024, Staff prepared the plans, specifications and bid documents for the Phase II Site Improvements at the Temporary Emergency Housing Facility (TEHF) Project, CIP 71112, for competitive bids; bids were received and publicly opening on May 7, 2024 at 2:00 p.m., and resulted in the following base bids:

- (1) Quiring General, LLC. \$8,808,993.43
- (2) Diede Construction, Inc. \$ 9,054,475.00
- (3) Bobo Construction, Inc. \$ 11,817,656.56 ; and

WHEREAS, the bid documents included four (4) schedules: Base Bid, Additive Bid Item No. 1 (ABI-1) Landscaping, Additive Bid Item No. 2 (ABI-2) Bike & Pet Enclosures and Additive Bid Item No. 3 (ABI-3) Shade Structures; the Base Bid amount was used to determine the lowest bidder and Quiring General, LLC. was determined to be the lowest responsible bidder; and

WHEREAS, adequate funding is available in the project to fund the construction of both the Base Bid and Additive Bid Item No. 1 Landscaping; and

WHEREAS, the estimated total budget for this project is \$10,784,593, including the contract amount of \$9,349,630.43 for Quiring General, LLC., including the Base Bid and ABI-1 schedules, the contingency of \$934,963.04 and an additional estimated City overhead, construction management and design support cost of \$500,000; and

WHEREAS, the total project cost amount has been previously appropriated and fully funded pursuant to City Council's approval of the Temporary Emergency Housing Facility, CIP 71112, which is an approved project in the City's Capital Improvement Plan; sufficient funds are available in the CIP for the current project budget; and

WHEREAS, the Tracy Homelessness Advisory Committee heard this item on June 20, 2024 and recommended that the City Council adopt the proposed Resolution; and

NOW THEREFORE, be it

RESOLVED: That the City Council for the City of Tracy hereby finds the actions approved by this resolution exempt from California Environmental Quality Act (CEQA) pursuant to Government Code section 8698.4 as provided for homeless shelters; and be it further

RESOLVED: That San Joaquin County, as the responsible entity under the National Environmental Protection Act (NEPA) for the federal grants related to this Project, conducted an Environmental Assessment in 2023 and released a Finding of No Significant Impact on January 18, 2024, in compliance with NEPA and applicable federal regulations; and be it further

RESOLVED: That the City Council hereby awards a construction contract to Quiring General, LLC., of Pleasanton, California in the amount of \$9,349,630 for the Phase II Site Improvements at the Temporary Emergency Housing Facility (TEHF) Project, CIP 71112; and be it further

RESOLVED: That the City Council hereby authorizes the City Manager to approve construction contract change orders up to the contingency amount of \$934,963, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

* * * * *

The foregoing Resolution 2024-_____ was adopted by the City Council on July 2, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

AGENDA ITEM 3.B

RECOMMENDATION

Staff recommends that the Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution by a four-fifths vote (1) making a determination that compliance with standard procurement process is not in the best interest of the City and dispense the bidding requirements for the purchase of a high tension membrane structure from Sprung Instant Structures, Inc., pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a); and (2) rescinding the approval, given pursuant to Resolution 2022-098, of a Purchase Agreement with Sprung Instant Structures, Inc. for a high-tension membrane structure in the amount of \$455,000; and (3) approving, instead, a Purchase Agreement with Sprung Instant Structures, Inc., for such structure at the Not-To-Exceed amount of \$481,275.

EXECUTIVE SUMMARY

This agenda item requests that City Council make a determination that compliance with standard procurement process is not in the best interest of the City and dispense with standard procurement process for procurement of the Sprung high tension membrane structure, recommends the rescission of a prior approval to execute a Purchase Agreement with Sprung Instant Structure, which was approved pursuant to Resolution no. 2022-098, and seeks new approval of a Purchase Agreement with Sprung Instant Structures, Inc., (Vendor) for the purchase of a sixty (60) foot wide by one hundred and five (105) foot long high tension membrane structure to be installed as part of the Phase II 2024 Site Improvements at the Temporary Emergency Housing Facility (TEHF) Project, City of Tracy Capital Improvement Project (CIP) 71112, at 370 W. Arbor Avenue, for a Not-To-Exceed amount of \$481,275.

BACKGROUND AND LEGISLATIVE HISTORY

On September 1, 2020, the City Council authorized the creation of a CIP for the Temporary Emergency Housing Facility Project on Arbor Avenue, CIP 71112, to create a safe and dignified facility for residents experiencing homelessness.

During design development for the TEHF Project it was determined that the use of prefabricated structures would best meet the City's goal to expedite the facility occupancy schedule. A steel component building structure was considered, however, lead times for a standard steel building component package was anticipated to take eleven (11) months. The Vendor utilizes aluminum structural ribs and bracing components that are kept in stock and a complete structure package can be delivered in six to eight weeks. The structure has high-tension membrane interior and exterior skins with an insulation layer between, that fully encloses the structure and provides energy efficiency as required by California Building and Energy codes. The structure package will include all components and specialized fittings to meet the City's design layout.

On December 21, 2021, pursuant to Resolution 2021-196, City Council authorized the use United States General Services Administration Cooperative purchase agreement with Sprung Instant Structures, Inc. for the purchase of pre-manufactured sixty (60) foot by one hundred five

(105) foot long high-tension membrane structures. The resolution was amended with Resolution 2022-056 on May 3, 2022 because the United States General Services Agency, Cooperative purchasing MAS purchasing requires the use of federal grant funds and authorization of a federal contracting officer to utilize the program and the Community Development Block Grant (CDBG) Funding through the Department of Housing and Urban Development (HUD), does not support the use of the GSA purchasing program. Pursuant to Resolution 2022-056 the City Council authorized the direct purchase of the pre-manufactured sixty (60) foot by one hundred five (105) foot long high-tension membrane structures

Phase II Site Improvements were advertised for bids in June of 2022, work for this contract included all work required for the installation of the Sprung Structure purchased directly by the City pursuant to Resolution 2022-056. Only a single bid was received, and it exceeded the available project funds. On August 16, 2022, the City Council, pursuant to Resolution 2022-120, rejected the bid received on July 20, 2022 and authorized staff to readvertise the project with modifications.

On July 5, 2022, pursuant to Resolution 2022-098, the City Council approved a Purchase Agreement with the Vendor, in the amount of \$455,000.00. However, the then approved Purchase Agreement was not executed pending the outcome of the upcoming TEHF Site Improvement bid process, but the vendor agreed to hold the price until it's execution.

The modified Phase II Site Improvements were readvertised for bids in September of 2022, and all work required for the installation of the Sprung Structure, purchased directly by the City remained in the project scope. On Wednesday, October 19, 2022, bids for the construction of the TEHF Site Improvements were received. All bids received exceeded the available funding; therefore, the construction contract could not be awarded.

On August 15, 2023, the City Council, pursuant to Resolution 2023-150, rejected all bids received in October of 2022, so that staff could prepare the TEHF Phase II Site Improvements to be readvertised. Because the Phase II Improvements were not able to move forward in 2022, the Purchase Agreement approved pursuant to Resolution 2022-098 was not executed.

Additional funding was obtained from the San Joaquin County Board of Supervisors, in the form of a grant of American Rescue Plan Act funding in the amount of \$7.1 million and a federal Housing and Urban Development Community Project Funding Grant in the amount of \$3 million, that now allows for the construction of Phase II.

On August 31, 2023, Sprung provided an updated cost proposal of for a total of \$481,275. The not-to-exceed total includes:

Sprung Structure	\$ 425,802
Ancillary Services	\$ 11,853
Shipping/Delivery	\$ 6,940
California sales tax (8.25%)	\$ 36,680
Total Agreement Not-to-Exceed	<hr/> \$ 481,275

The 2023 proposal from Sprung, reflects a 6.8% increase in proposed cost from the 2022 proposed cost. Sprung Instant Structures, Inc. has agreed to honor the proposal provided in 2023 for this Agreement.

Foundation preparation, utility connections and interior buildout for the Sprung structure is included in the Phase II Site Improvement construction work. All information for the Sprung structure, including notations regarding the City's purchase of said materials, have been coordinated into the plans and specifications for the those bid documents, the award of which work you are considering by separate agenda item.

As the two components are related, staff recommends that this item be included on the City Council Agenda on the same date that the construction contract award for the Phase II Site Improvements is being considered.

FISCAL IMPACT

The Temporary Emergency Homeless Shelter, CIP 71112, is an approved Capital Improvement Project with a total budget of \$20,947,654. There are sufficient funds available in the project for the purchase of the Sprung structure, with funding as follows:

<u>Funding Source</u>	<u>Budget</u>	<u>Expenses</u>	<u>Balance</u>
American Rescue Plan Act - City of Tracy	\$ 4,500,000	\$ 4,229,546	\$ 270,454
San Joaquin County (ARPA) R1	\$ 3,661,113	\$ 3,661,113	\$ -
San Joaquin County (ARPA) R2	\$ 7,167,798	\$ -	\$ 7,167,798
HHAP	\$ 329,240	\$ 329,240	\$ -
HHAP R2	\$ 414,042	\$ 414,042	\$ -
Federal Grant	\$ 3,000,000	\$ -	\$ 3,000,000
CDBG (4 Grants)	\$ 1,185,461	\$ 836,294	\$ 349,167
Housing Asset Funds	\$ 690,000	\$ 101,979	\$ 588,021
Current Budget	\$ 20,947,654	\$ 9,572,214	\$ 11,375,440

CEQA DETERMINATION AND NEPA

A Notice of Exemption was issued on October 16, 2020, for the TEHF in accordance with Government Code sections 65660-65662 for low barrier navigation Centers and Section 15269(c) of the CEQA Guidelines. This action is consistent with the project considered in the Notice of Exemption and no further environmental review is necessary.

San Joaquin County, as the responsible entity under the National Environmental Protection Act (NEPA) for the federal grants related to this Project, conducted an Environmental Assessment in 2023 and released a Finding of No Significant Impact on January 18, 2024, in compliance with NEPA and applicable federal regulations.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted 2021-2023 Strategic Priorities, Public Safety Strategy Plan, Goal No. 2, Implementation of the Adopted Homelessness Strategic Plan, Item No. 1, to secure capital funding to construct a Temporary Emergency Housing Facility.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution by a four-fifths vote (1) making a determination that compliance with standard procurement process is not in the best interest of the City and dispense the bidding requirements for the purchase of a high tension membrane structure from Sprung Instant Structures, Inc., pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a); and (2) rescinding the approval, given pursuant to Resolution 2022-098, of a Purchase Agreement with Sprung Instant Structures, Inc. for a high-tension membrane structure in the amount of \$455,000; and (3) approving, instead, a Purchase Agreement with Sprung Instant Structures, Inc., for such structure at the Not-To-Exceed amount of \$481,275.

Prepared by: Ilene Macintire, PE, Senior Civil Engineer

Reviewed by: Sara Cowell, Director of Finance
Arturo Sanchez, Assistant City Manager
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A-Resolution 2022-098
Attachment B-Purchase Agreement with Sprung Instant Structures, Inc.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2022-098

APPROVING A PROCUREMENT AGREEMENT WITH SPRUNG INSTANT STRUCTURES, INC. FOR THE PURCHASE OF A SIXTY (60) FOOT WIDE BY ONE HUNDRED FIVE (105) FOOT LONG, HIGH TENSION MEMBRANE STRUCTURE IN THE AMOUNT OF \$451,786, TO BE INSTALLED AS PART OF THE SITE IMPROVEMENTS AT THE TEMPORARY EMERGENCY HOUSING PROJECT, CIP 71112, AT 370 W. ARBOR AVENUE

WHEREAS, The City Engineer's Office has finalized the construction documents for Site Improvements at the Temporary Emergency Housing Project, CIP 71112, at Arbor Avenue, and a significant component of the site improvements is a sixty (60) foot wide by one hundred five foot (105) long high-tension membrane structure; and

WHEREAS, The City Council, on December 21, 2021, via Resolution No. 2021-196, amended on May 3, 2022, via Resolution No. 2022-056, Council authorized the direct purchase of a sixty (60) foot wide by one hundred five foot (105) long high-tension membrane structure; and

WHEREAS, The City Council, on September 1, 2020, authorized the creation of a Capital Improvement Project, the Temporary Emergency Housing Project, CIP 71112, to fund the improvements at 370 W. Arbor Avenue; and

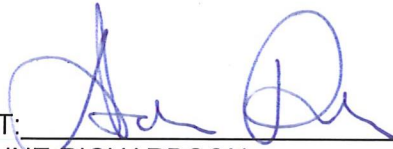
WHEREAS, The vendor, Sprung Instant Structures, Inc., manufactures and stocks the components of the high-tension membrane structure and a complete structure package can be delivered in about six to eight weeks; and

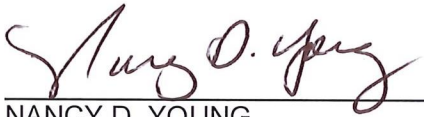
WHEREAS, By purchasing the structures in advance and directly from the manufacturer, staff expects to minimize production time delays to the Project; now, therefore, be it

RESOLVED, That the City Council of the City of Tracy hereby approves, via resolution, the Procurement Agreement with Sprung Instant Structures, Inc. in a not-to-exceed amount of \$451,786 for the purchase of a sixty (60) foot wide by one hundred five foot (105) long high-tension membrane structure for installation as part of the Temporary Emergency Housing Project, CIP 71112, at 370 W. Arbor Avenue.

The foregoing Resolution 2022-098 was passed and adopted by the Tracy City Council on the 5th day of July 2022, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTENTION:	COUNCIL MEMBERS: NONE

ATTEST: 
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the City
of Tracy, California


NANCY D. YOUNG
Mayor of the City of Tracy, California

**CITY OF TRACY
PURCHASE AGREEMENT FOR GOODS, COMMODITIES, AND ANCILLARY SERVICES WITH
SPRUNG INSTANT STRUCTURES, INC.**

This Purchase Agreement for Goods, Commodities, and Ancillary Services (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Sprung Instant Structures, Inc. a Texas Corporation (**Vendor**). City and Vendor are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A.** City is actively pursuing the construction of Temporary Emergency Housing, CIP 71112, pursuant to which will allow the City may provide up to 154 beds on a nightly basis to unhoused residents in the City, along with ancillary services (**Project**), on City-owned land of 4.8 acres located at Arbor Avenue (**Project Site**).
- B.** The Project construction is being funded by grants from the Department of Housing and Urban Development (**HUD**) through Community Development Block Grants (**CDBG**) and Community Project Funding (**CPF**), Urban Development Homeless Housing, Assistance & Prevention Grants (**HHAP**); American Rescue Plan Act (**ARPA**) funds from San Joaquin County and the City of Tracy, and City of Tracy Housing Asset Funds.
- C.** During preliminary design, City staff researched the available options for main shelter structures suitable for timely implementation of the Project and initially concluded that purchasing a sixty (60) foot wide by one hundred five (105) foot long high predesigned and fabricated tension membrane structure (as further described in **Exhibit A** attached hereto, "**Goods**") was the best option for meeting the City's timeframe for implementing the Project.
- D.** Staff determined that Vendor possesses the skills, experience, and certifications required to provide the requisite Goods for the Project and that the Vendor was the only manufacturer able to provide the City with the required Goods within the City's timelines.
- E.** On May 3, 2022, City Council approved Resolution No. 2021-196 to authorize the direct purchase of Goods from the Vendor.
- F.** Under Chapter 14.1.4 Non-competitive Proposals section of the CDBG procurement guidelines, the City can procure an item without competitive bidding when that item is only available from that single source.
- G.** Under Tracy Municipal Code Section 2.20.180(b)(2) purchases of \$50,000.00 or greater are exempt from formal bidding requirements if the City Manager reviews and approves that the purchase may be obtained only from one source. The City Manager for the City of Tracy has so reviewed and approved that the Goods described hereunder are unique and available only from Vendor.
- H.** Consistent with the authority granted in Resolution No. 2021-196, the Parties have reached an agreement for the City's purchase of the agreed-upon Goods and ancillary services by the terms outlined in this Agreement.

NOW THEREFORE, in exchange for the mutual covenants provided herein, which the parties hereto acknowledge as good and valuable consideration, the parties agree as follows:

1. CITY PURCHASE.

1.1. GOODS. The City agrees to purchase, and the Vendor agrees to sell, the Goods as more specifically outlined and described in the attached **Exhibit A**, which is incorporated herein by this reference. The Goods shall comply with all of the standards and specifications outlined in **Exhibit A**.

1.2. SERVICES. The City also agrees to purchase from Vendor the services related to the installation or delivery of such Goods, as more specifically outlined and described in the attached **Exhibit B (Ancillary Services)**, which is incorporated herein by this reference. Ancillary Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions.

1.3. NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE. There shall be no substitution of Goods or Ancillary Services, without the prior written authorization of the City. All Ancillary Services shall be performed by or under the direct supervision of, the Vendor's Authorized Representative: **Bo Comings, Business Development Manager.** Vendor shall not replace its Authorized Representative without City's prior written consent. If Vendor fails to obtain the City's prior written consent for any change or replacement in personnel, Goods, or Ancillary Services, the City may terminate this Agreement. A list of all personnel who will be conducting the Ancillary Services in conjunction with this Agreement will be outlined in **Exhibit B**.

2. DELIVERY DATES. The Vendor shall ship the Goods and the Goods must arrive at the destination of 370 W Arbor Avenue, Tracy CA, 95304 and Ancillary Services must be provided by the Vendor, as outlined in the detailed Delivery Timeline, specified in **Exhibit C**. Vendor shall give the City written notice when the Goods have been shipped or caused to be shipped.

2.1 Time is of the essence for the delivery schedule. Any failure by the Vendor to meet the delivery schedule established pursuant to **Exhibit C** will constitute a material default of this Agreement. If Vendor fails to meet the delivery timeline set out in this Agreement of **Exhibit C**, the City may cancel the order of any Goods and Ancillary Services not delivered by the required time, without liability and/or terminate this Agreement. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Delivery Timeline for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised timeline.

3. PURCHASE PRICE. City shall pay Vendor on a fixed fee basis, at the fee amounts outlined in **Exhibit D**, attached hereto and incorporated herein by this reference. The total purchase price is delineated the products and services provided by Vendor to City: the price of the Goods, the price of the Ancillary Services, taxes, and the cost of delivery of Goods.

3.1 NOT TO EXCEED AMOUNT. Vendor's total compensation for the aggregate of the Goods and the Ancillary Services under this Agreement shall not exceed **\$481,275.00 (Four Hundred Eighty-One Thousand, Two Hundred Seventy-Five Dollars)**. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. Unless specifically stated

otherwise or agreed to in a writing signed by all Parties, the fees proposed by Vendor, as set forth in Exhibit D hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Vendor may not receive compensation up to the "not-to-exceed" amount (or any other amount), and Vendor's total compensation under this Agreement will depend on the scope of the Services requested and approved by the City. Vendor's billing rates shall cover all costs and expenses for Vendor's performance of this Agreement. No work shall be performed by Vendor in excess of the "not-to-exceed" amount provided in this section without the City's prior written approval.

3.2 INVOICES. Vendor shall submit invoice(s) to the City per the outlined schedule in Purchase of Goods and Ancillary Services in **Exhibit D.**

3.2.1 If Vendor is providing Services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Vendor's failure to submit invoice(s) in accordance with this Section may result in the City rejecting said invoice(s) and thereby delaying payment to Vendor.

3.3 PAYMENT. Within 30 days after the City's receipt of the invoice(s), City shall make payment to the Vendor based upon the services described on the invoice(s) and approved by the City.

3.4 Final Payment. The acceptance by Vendor of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to Vendor's services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and subconsultants.

3.5 Books and Accounts. Vendor agrees to maintain books, accounts, payroll records and other information relating to the performance of Vendor's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Vendor in the performance of Vendor's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

3.6 Taxes. The Seller must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing of the Goods provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in this Agreement, the Purchase Price will be considered to include state and city sales or use tax.

4. CANCELLATION AND TERMINATION. The City reserves the right to terminate or cancel any portion of this Agreement at any time prior to the delivery of Goods and Ancillary Services, with or without cause, by giving Vendor written notice as set forth in Section 14 below. There shall be no period of grace after giving the notice of cancellation or termination. Notwithstanding the terms of Section 14 below, cancellation or termination shall become effective immediately upon the date

the written notice is deposited in the mail by the City. Should the city terminate this agreement after manufacturing has begun, the City agrees to pay Vendor \$208,632 for mobilization, restocking and custom parts as shown in Exhibit D-1.

5. **BREACH**. In the event of a breach of the Purchase by Vendor, City may terminate the Agreement immediately without notice, may reduce payment to the Vendor in the amount necessary to offset City's resulting damages, may procure substitute Goods or Ancillary Services at Vendor's expense, and/or may pursue any other available recourse against Vendor. Vendor may only terminate the Agreement if City breaches a material provision of this Agreement and such breach continues for a period of 30 days after written notice describing the breach"
6. **DELIVERY RISK OF LOSS**. All orders will be Free on Board (**FOB**) destination if not otherwise specified. Risk of loss or damage to the Goods shall remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods and Ancillary Services will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and Ancillary Services and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods and Ancillary Services that do not conform to the terms and conditions outlined under **Exhibits A** and **B**. Any Goods and Ancillary Services rejected may be returned to the Vendor at the Vendor's risk and expense.
7. **INDEMNIFICATION**. Vendor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; the Goods and the Ancillary Services; any act, omission, or event relating in any way to Vendor's obligations under this Agreement; and/or Vendor's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Vendor" means the Vendor, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Vendor is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Vendor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

Vendor and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.

Vendor is an independent contractor and is solely responsible for the acts of its employees or agents or anyone acting on Vendor's behalf, including any negligent acts or omissions. Vendor is not City's employee and Vendor shall have no authority, express or implied, to act on behalf of the

City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Vendor, and its agents or employees, are not entitled to City benefits. Vendor shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Vendor's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

The provisions of this section survive the expiration or the termination of this Agreement and are not limited by the provisions of Section 8 relating to insurance.

8. **INSURANCE**. Vendor shall, throughout the duration of this Agreement, maintain insurance to cover Vendor, its agents, representatives, and employees in connection with the performance of the Services under this Agreement at the minimum levels set forth herein.

- 8.1 **COMMERCIAL GENERAL LIABILITY**. (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

AUTOMOBILE LIABILITY. (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

- 8.2 **WORKERS' COMPENSATION**. Coverage shall be maintained as required by the State of California.

- 8.3 **PROFESSIONAL LIABILITY**. "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Vendor in an amount not less than \$1,000,000 per claim.

- 8.4 **ENDORSEMENTS**. Vendor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

8.4.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

8.4.2 For any claims related to this Agreement, Vendor's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

- 8.5 **NOTICE OF CANCELLATION**. Vendor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Vendor shall immediately obtain a replacement policy.

- 8.6 **AUTHORIZED INSURERS**. All insurance companies providing coverage to Vendor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

- 8.7 **INSURANCE CERTIFICATE**. Vendor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and

endorsements, in a form satisfactory to the City, before the City signs this Agreement and in any event, within five (5) days of such request.

8.8 SUBSTITUTE CERTIFICATES. Vendor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

8.9 VENDOR'S OBLIGATION. Maintenance of insurance by the Vendor as specified in this Agreement shall in no way be interpreted as relieving the Vendor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Vendor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

9. PACKING AND SHIPPING. Deliveries must be made as specified in Exhibit C, without charge, for boxing, crating, or storage unless otherwise specified. As set forth in this Agreement and the exhibits hereto, Vendor will provide structure components to be assembled on site by others. Vendor will direct structure components to be delivered to the project General Construction Contractor at the project site. Goods must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description, and Purchase Agreement Number must accompany each box or packing shipment and must be submitted to the City as verification that the installed equipment is per the final design and Agreement..

10. WARRANTY. The Vendor warrants that all Goods will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured according to detailed design furnished by the City, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the City, and that such Goods provided by the Vendor shall conform to applicable specifications.

10.1 The Vendor's warranties, together with its service guarantees, are hereby assigned to the City and shall run to the City and its customers or users of the Goods and Ancillary Services and must not be deemed exclusive to Vendor. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods and Ancillary Services must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.

11. DUTY TO DEFEND. Vendor agrees, (1) at its cost and expense, to promptly defend and hold the City and the City's employees, officers, managers, agents, and council members (collectively the **Parties to be Defended**) harmless from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (i) the Goods and Ancillary Services; (ii) allegations that the Goods are defective in manufacture or design; (iii) any patent or other intellectual property right or infringement related to the Goods and (iv) the work, activities, operations, or duties of Vendor, or of anyone employed by or working under the Vendor, or (2) any breach of this Agreement by Vendor.

11.1 This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be Defended were actively, passively, or concurrently negligent, or

which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to the City.

12. **REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS.** Vendor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
13. **NOTICES.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Ilene Macintire, P.E.
Senior Civil Engineer
City of Tracy, Utilities Division
3900 Holly Drive
Tracy, CA 95376

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

To Vendor:

Bo Comings
Business Development Manager
Sprung Instant Structures Inc.
5711 West Dannon Way
West Jordan, UT 84081

14. **MISCELLANEOUS**

- 14.1 **STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to Vendor's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.
- 14.2 **AMENDMENTS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
- 14.3 **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.
- 14.4 **ASSIGNMENT AND DELEGATION.** Vendor may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment, transfer or delegation shall not be deemed to be a consent to any subsequent assignment, transfer or delegation.

- 14.5 JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
- 14.6 COMPLIANCE WITH THE LAW.** Vendor shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.
- 14.6.1 HAZARDOUS MATERIAL.** Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.
- 14.6.2 PREVAILING WAGE LAWS.** Vendor is aware of the potentially 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"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Vendor shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Notwithstanding or limiting the foregoing, Vendor believes the Prevailing Wage Laws outlined above are not applicable as Vendor is not providing any labor or supervision to the work site. Vendor will include a Technical Consultant (TC) to provide the City's contractor advice on the best methods of assembling and erecting the structure only; the TC is not authorized to perform any work or to directly supervise a crew and as such is considered Vendor management.
- 14.6.3 NON-DISCRIMINATION.** Vendor represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Vendor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).
- 14.7 BUSINESS ENTITY STATUS.** Vendor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Vendor. By entering into this Agreement, Vendor represents that it is authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Vendor (including any licensing agencies). If Vendor is a suspended entity at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

- 14.8 BUSINESS LICENCE.** Before the City signs this Agreement, Vendor shall obtain a City of Tracy Business License. Vendor shall maintain an active City of Tracy Business License during the term of this Agreement.
- 14.9 SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 14.10 CONSTRUCTION OF AGREEMENT.** Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.
- 14.11 SEVERABILITY.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.
- 14.12 CONTROLLING PROVISIONS.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto and Vendor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Vendor's proposal (if any), the Exhibits shall control.
- 14.13 ENTIRE AGREEMENT.** This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.
- 14.14 COUNTERPARTS.** City and Vendor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
- 14.15 EXPENSES FOR ENFORCEMENT.** Vendor and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.
- 14.16 Ownership of Work.** All original documents prepared by Vendor relating to the Goods or Ancillary Services, whether complete or in progress, are the property of the City, and shall be given to the City upon termination of this Agreement or within five (5) days of any demand from the City. No such documents shall be revealed or made available by Vendor to any third party without the City's prior written consent.
- 15. SIGNATURES.** The individuals executing this Agreement on behalf of Vendor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Vendor.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS HEREOF, the Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: Nancy Young
Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal Patel
City Attorney

Vendor

Sprung Instant Structures, Inc.
(A Texas Corporation)

By: Clark Olson
Title: Vice President

Date: 5-1-24

Federal Employer Tax ID No. 742 114 504

By: Tim Sprung
Title: Vice President

Date: 5-1-24

Exhibits:

- A Description of Goods
- B Description of Ancillary Services
- C Delivery Timeline
- D Purchase Price
- D-1 Restocking Fee Calculation

EXHIBIT A- Description of Goods

The Vendor shall furnish a high-tension membrane structure per the following:

Structure Description:

Signature Series 60 feet wide by 105 feet long, measured by maximum width by maximum length including the following accessories:

- 1 - 14'3" Hood with (2) 3'x7' frame only (Door by others)
- 1 - 6'x7' Door Frame in Flat End (Door by others)
- 1 - 4'x7' Door Frame in Flat End (Door by others)
- 1 - City of Tracy Graphic Logo at Entrance
- 1 - Frameless Penetration Kit(s) for insulated structures (Medium) 3" to 6"
- 1 - Frameless Penetration Kit(s) for insulated structures (X Large) 7" to 13"
- 2 - 3'x7' Door Frame in Flat End (Door by others)
- 2 - Bay(s) of Cable Bracing
- 2 - Engineered Flat End(s)
- 2 - Tempered Safety Glass Window(s) 39" X 39" - Insulated R4.0
- 3 - 10' hood with 3'x7' Door Frame (Door by others)
- 3 - Standard Framed Penetration(s) for insulated structure - size 4' wide by 4' high and smaller
- 3 - Tempered Safety Glass Window(s) 85" X 39" - Insulated R4.0
- 8 - Frameless Penetration Kit(s) for insulated structures (Small) 1/4" to 4"
- 8 - LED Hood Light(s) 120-277, 50 or 60 Hz c/w Bracket and Photocell
- 48 - 75 lb. Hanging Brackets - Interior suspension eye-nuts, powder coated or mill finish
 - 8" (R-25) blanket of fiberglass insulation c/w white interior liner
 - Conduit Holes Set as per diagram provided by Sprung
 - Engineered Stamped Drawings
 - Perimeter Flat Bar
 - Tedlar or Kynar opaque membrane with Daylight Panels (Colored Tedlar or Kynar)
 - Color: Hunter Green

Structure Warranty: The Vendor shall Warranty the Sprung Structure with a 50-year pro-rata guarantee on the aluminum substructure and architectural membrane pro-rata guarantee, per the attached Guarantee Certificate. The Architectural Membrane shall be Tedlar® or Kynar coated opaque membrane, with a 25-year warranty per the attached Guarantee Certificate.

Structure Erection: The Vendor is not responsible for erection of the structure. The City's general contractor shall be responsible for erecting the structure connecting any and all electrical for any options requiring power. Electrical specifications are available from the Vendor.



EXHIBIT B – Description of Ancillary Services

Ancillary Services: The Vendor will supply a **Technical Consultant** on site to provide advice on the best methods of structure assembly and erection to a construction supervisor (or equivalent). The Technical Consultant is not authorized to perform any other services or directly supervise workers.

City General Contractor Responsibilities: The City's general contractor shall be responsible for supervision of and safety compliance in structure location, orientation, assembly, and erection. The Technical Consultant is not a project manager, City is solely responsible for project management if this is a requirement.

Required Equipment and Manpower: The required equipment and manpower to erect the structure shall be provided by the City's general contractor and includes:

- a) Manlifts.
- b) Appropriate fall protection (body harness and lifeline).
- c) Electrical power to site.
- d) Estimated 7 workmen for approximately 25, 8 hour working days, approximately half of which should be manlift qualified. Total manhours to complete is estimated at 1,400.
- e) A construction supervisor with construction experience.
- f) A crane with an operator and rigger will be required for approximately 7 hours, to assist in raising the assist in raising the free span aluminum beams during the erection sequence.

Specialized Hand Tools: The Vendor will provide specialized hand tools at no additional charge. The City's General Contractor is responsible for the tools while they are on the project site and until picked up by Sprung following completion of the erection of the structure. Lost, stolen, or damaged tools will be billed at their full replacement cost.

Structural Calculations and Anchorage: Concrete Footing and Base Reactions will be provided by the Vendor when required.

Permits, Licenses, and Taxes: The City will be responsible to obtain all permits, licenses and pay all applicable taxes. This structure is designed to meet the CBC 2019.

Onsite Engineering Inspections: If onsite engineering inspections are required, please advise our sales office to request a quotation. These services will be quoted at our cost. Onsite inspections are not included as a part of Engineered Stamped Drawings.

EXHIBIT C– Delivery Timeline

Delivery will be determined as set forth below. Delivery is typically 6-8 weeks. Once the order is processed, Sprung's Contract Manager will contact the City to coordinated shipping and Technical Consultant arrival dates.

The City and Vendor agree and acknowledge that (i) the scheduled delivery date is dependent on the City's construction contractor's (Contractor) construction schedule (Schedule), including when the foundation for the structure is complete and (ii) the City will not have the Schedule until the City awards and executes a construction contract to Contractor.

Accordingly, within 20 calendar days of Vendor's receipt of this executed Agreement and an email Notice to Proceed from the City, the City, Vendor, the City's construction manager, and the Contractor shall meet at a mutually agreeable date and time for a Project pre-construction meeting. During, or within five (5) calendar days of, the pre-construction meeting, Vendor shall propose to the City a commercially reasonable delivery schedule for all Project components and Ancillary Services in a form acceptable to the City. Once approved by the City, the schedule shall be incorporated and annexed into this Agreement by this reference. All deliveries and Ancillary Services to be made and/or performed under this Agreement shall be made and/or performed pursuant to the approved schedule. The Vendor will provide Ancillary Services on the project site during the timeframe for installation of the structure as established by the Schedule. The Vendor will cooperate in coordinating the delivery schedule with the City and City Contractor.

EXHIBIT D – Purchase Price and Payment Schedule

Purchase Price

Structure and Accessories **\$ 425,802.00**

F.O.B. Salt Lake City, Utah, USA. Sales and/or use taxes extra.

Ancillary Services: Technical Consultant **\$ 11,853.00**

Consultant's travel, accommodation, and meals will be charged at the fixed cost shown.

Shipping and Delivery **\$ 6,940.00**

Vendor will arrange for delivery of the structure package by commercial carrier to the project site in Tracy, California at a fixed cost shown. Structure is sold F.O.B. Utah, 2010 Incoterms. Sprung will maintain responsibility of the shipment and will insure the shipment up until the point of delivery. The City is responsible to receive and unload freight in a timely manner.

Sales & Use Tax **\$ 36,680.00**

Total Cost **\$481,275.00**

Payment Schedule

All payments will be made in accordance with Section 3 of the Agreement and the schedule below.

Structure Payment Schedule

50% to be invoiced upon notice to proceed

25% to be invoiced upon delivery of the structure to the Project Site according to the agreed upon construction and delivery schedule

25% to be invoice upon formal acceptance by the City. Acceptance will require all structure components are received and installed per plan, all punch list items are resolved, and Ancillary Services required under the Agreement have been provided to the Contractor.

Ancillary Services Payment Schedule

75% of Ancillary Services will be invoiced upon completion of the Vendor's technicians and staff providing said service on the Project Site.

25% to be invoiced upon formal acceptance by the City. Acceptance will require all Ancillary Services be completed to the City's satisfaction and a statement from the Contractor stating that no additional Ancillary Service support is required.

RESTOCKING CALCULATION

EXHIBIT D-1

Structure:	City of Tracy	
Currency	USD	
width	50' - 90'	
length	105	
Sq.Ft. (from quote report)	6300	4.29
MEMBRANE	outer skin	27,027.00
(membrane cost listed below):	liner	27,027.00
Membrane Options:		0.00
Kynar/Tedlar/LTA/Greenhouse:	surcharge	31,185.00
	sub total	85,239.00
Total Membrane:		85,239.00
CUSTOM ACCESSORIES:		
		0.00
FE		85,070.00
		0.00
		0.00
		0.00
		0.00
		0.00
	subtotal	85,070.00
Total Custom Accessories:		85,070.00
RESTOCKING		
Total Purchase Price:		425,802.00
Less: Total Membrane		85,239.00
Less: Custom Accessories:		85,070.00
Total Above:		255,493.00
15% of above Total:		38,323.95
Add: Total Membrane:		85,239.00
Add: Custom Accessories:		85,070.00
TOTAL RESTOCK		208,632.95

Structure Size	USS	CONS
30'	6.05	6.88
40'	4.95	6.16
50' - 90'	4.29	5.50
100'	4.07	5.28
110'	4.07	5.28
120'	4.07	5.28
130' - 160'	4.07	5.28
130'L-160' L	4.07	5.28

Sprung Instant Structures

This Guarantee is presented to:

City of Tracy

The architectural membrane and aluminum materials utilized in Sprung Structures have been selected for their proven strength, durability and longevity. To show our sincere confidence in our product, Sprung Instant Structures is pleased to issue the following guarantees.

ARCHITECTURAL MEMBRANE WITH TEDLAR PVF FILM or KYNAR COATING

All membranes used are water and mildew resistant, insect proof and flame retardant. These membranes withstand extreme climatic variations and contain ultra-violet inhibitors to reduce degradation by the sun's rays. Flame retardant status has been warranted by the membrane suppliers.

Sprung Instant Structures guarantees to supply new replacement membrane, on a pro-rata basis at the then current price, for all colors of Tedlar or Kynar coated membranes which deteriorate from any of the aforementioned factors within Tedlar/Kynar TWENTY FIVE (25) YEARS from the date of delivery of the structure(s).

EXTRUDED ALUMINUM SUBSTRUCTURE AND COMPONENTS

Aluminum used is professionally engineered and is of the highest quality and structural capability. Sprung Instant Structures guarantees to replace, on a pro-rata basis at the then current price, any aluminum which deteriorates from normal usage within FIFTY (50) YEARS from the date of delivery of the structure(s).

The guarantee will not be valid if a Sprung technical consultant is not present during all erections and dismantling's of the structure during the guarantee period or if any payments associated with the structure(s) are not made on time.

August 31, 2023



PHIL SPRUNG - PRESIDENT

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

RESCINDING RESOLUTION 2022-098, DATED JULY 5, 2022, APPROVING A PURCHASE AGREEMENT WITH SPRUNG INSTANT STRUCTURES, INC., A UTAH CORPORATION, IN THE AMOUNT OF \$455,000.00 AND (2) APPROVING A PURCHASE AGREEMENT WITH SPRUNG INSTANT STRUCTURES, INC., A UTAH CORPORATION, FOR THE PURCHASE OF A SIXTY (60) FOOT WIDE BY ONE HUNDRED-FIVE (105) FOOT LONG HIGH TENSION MEMBRANE STRUCTURE TO BE INSTALLED AS PART OF THE PHASE II 2024 SITE IMPROVEMENTS AT THE TEMPORARY EMERGENCY HOUSING FACILITY PROJECT, AT 370 W. ARBOR AVENUE, IN THE NOT-TO-EXCEED AMOUNT OF \$481,275.

WHEREAS, on March 10, 2020, City Council adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2; and

WHEREAS, on September 1, 2020, City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness; and

WHEREAS, during design development of the project it was determined that the use of prefabricated structures would best meet the City's goal to expedite the facility occupancy schedule.

WHEREAS, the City Council authorized the use of United States General Services Administration cooperative purchase agreement with Sprung Structures, Inc. for the purchase of pre-fabricated sixty(60) foot wide by one hundred five(105) foot long high tension membrane structures; and

WHEREAS, Phase I of the Project, demolition of the existing structures, site and preparation, and underground utilities began in May of 2022 and was substantially complete by December of 2022; and

WHEREAS, City Council authorized the direct purchase of the Sprung Structure under Resolution 2021-196, amended by Resolution 2022-056; and

WHEREAS, City Council approved a purchase agreement with Sprung Instant Structures, Inc., in the amount of \$455,000.00, on July 5, 2022, under Resolution 2022-098 and the agreement was not executed pending the outcome of the Phase II Site Improvement Bids; and

WHEREAS, The bids received on October 19, 2022 for the Phase II Site Improvement Bids exceeded the available funding, therefor construction was not able to move forward and the purchase agreement was not executed; and

WHEREAS, Bid for the Phase II 2024 Site Improvements including the Sprung Structure construction were received on May 7, 2024, and the notice of award is being approved by City Council on May 21, 2024; and

WHEREAS, The Temporary Emergency Homeless Facility, CIP 71112, is an approved Capital Improvement Project with a total budget of \$20,947,654 and sufficient funds are available in the project for the purchase of the structure; and

WHEREAS, the Tracy Homelessness Advisory Committee heard this item on June 20, 2024 and recommended that the City Council adopt the proposed Resolution; and

NOW THEREFORE, be it

RESOLVED: That the City Council for the City of Tracy hereby finds the actions approved by this resolution exempt from California Environmental Quality Act (CEQA) pursuant to Government Code section 8698.4 as provided for homeless shelters; and be it further

RESOLVED: That the City Council for the City of Tracy hereby determines that strict compliance with the standard procurement process for the Goods Purchase Agreement with Sprung Instant Structures, Inc. is not in the best interest of the City pursuant to California Public Contract Code Section 20301 and Tracy Municipal Code Section 2. 20. 180(b)(4); and be it further

RESOLVED: That the City Council hereby rescinds Resolution 2022-098, approving a purchase agreement with Sprung Instant Structures, Inc., that was not executed-; and be it further

RESOLVED: That the City Council hereby approves a Purchase Agreement with Sprung Instant Structures, Inc. for the purchase of a sixty (60) foot wide by one hundred five (105) foot long high-tension membrane structure to be installed as part of the Phase II 2024 Site Improvements at the Temporary Emergency Housing Facility, CIP 71112, at 370 W. Arbor Avenue, in the not-to-exceed amount of \$481,275.00, attached hereto as Attachment 1; and be it further

RESOLVED: that the Mayor is authorized to execute the Purchase Agreement with Sprung Instant Structures, Inc. for the Temporary Emergency Housing Facility Project, CIP 71112, at 370 W. Arbor Avenue, attached hereto as Attachment 1.

The foregoing Resolution 2024-_____ was adopted by the City Council on July 2, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Attachments:

(1) Purchase Agreement – Sprung Instant Structures, Inc.

AGENDA ITEM 3.C

RECOMMENDATION

Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution approving Amendment No. 1 to the to the Purchase Agreement for Goods, Commodities, and Ancillary Services with Linked Equipment, LLC. an Arizona Limited Liability Corporation, to increase the total compensation by \$12,527, for a Not-To-Exceed amount of \$563,027, for premanufactured customized containers for the Temporary Emergency Housing Facility, Phase II Site Improvements.

EXECUTIVE SUMMARY

This agenda seeks that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution (1) approving Amendment No. 1 (**Amendment**) to the to the Purchase Agreement for Goods, Commodities, and Ancillary Services with Linked Equipment, LLC. (**Vendor**) an Arizona Limited Liability Corporation (**Agreement**), to increase the total compensation by \$12,527, for a Not-To-Exceed amount of \$563,027, for the premanufactured customized containers to provide restrooms, showers, laundry, a mechanical room, and storage units for the Temporary Emergency Housing Facility, Phase II Site Improvements.

BACKGROUND AND LEGISLATIVE HISTORY

The City and Vendor entered into a Purchase Agreement for Goods, Commodities, and Ancillary Services, approved by the City Council on July 5, 2022, pursuant to Resolution 2022-099.

The scope of the Agreement included the design, manufacture, and on-site ancillary services for ten (10) customized containers to provide restrooms, showers, laundry, mechanical room, and storage units for the Temporary Emergency Housing Facility, Phase II Site Improvements.

During the building code review of the Vendor's final designs of the restroom, shower, and laundry units, it was determined that additional fixtures, emergency lighting and building materials were required to meet California Code requirements. The original cost proposals were based on a conceptual plan before code requirements had been fully identified. The proposed Amendment reflects additional costs for labor and materials for emergency exit lighting, additional insulation required by California energy efficiency codes, floor drains, electrical equipment, and additional fixtures to comply with California codes.

On July 5, 2023, the City Council authorized the purchase of eight (8) custom container dormitories from the vendor, pursuant to Resolution 2023-140, to be installed as part of the Phase IV interim facility improvements. Phase IV opened in December of 2023, providing housing for an additional 38 individuals. Four additional restroom and shower units are required to serve the occupants of Phase IV. The four additional units will be under a separate agreement, however size of the mechanical room design included in the current Agreement was according to the anticipated Phase II occupancy of 68 residents. Modifications to the mechanical room design are required to expand the capacity to serve the additional four (4)

restroom and shower containers and to provide permanent restroom and shower facilities for Phase IV.

On-site ancillary services for the installation of enclosure panels between the container units, work planned to be provided by the vendor, have been removed from the Agreement. That work will be complete as part of the Phase II Site Improvements at the Temporary Emergency Housing Facility (TEHF) Project.

Staff recommends the proposed Amendment to the Agreement to include additional design services for modifications to the mechanical unit to meet the increased capacity needs, the additional costs related to code compliance, change in project scope for on-site ancillary services and the increase the total compensation by \$12,527, for a Not-to-Exceed amount of \$563,027.

FISCAL IMPACT

The Temporary Emergency Homeless Shelter, CIP 71112, is an approved Capital Improvement Project with a total budget of \$20,947,654. There are sufficient funds available in the project for the proposed Amendment with the Vendor, with funding as follows:

<u>Funding Source</u>	<u>Budget</u>	<u>Expenses</u>	<u>Balance</u>
American Rescue Plan Act - City of Tracy	\$ 4,500,000	\$ 4,229,546	\$ 270,454
San Joaquin County (ARPA) R1	\$ 3,661,113	\$ 3,661,113	\$ -
San Joaquin County (ARPA) R2	\$ 7,167,798	\$ -	\$ 7,167,798
HHAP	\$ 329,240	\$ 329,240	\$ -
HHAP R2	\$ 414,042	\$ 414,042	\$ -
Federal Grant	\$ 3,000,000	\$ -	\$ 3,000,000
CDBG (4 Grants)	\$ 1,185,461	\$ 836,294	\$ 349,167
Housing Asset Funds	\$ 690,000	\$ 101,979	\$ 588,021
Current Budget	\$ 20,947,654	\$ 9,572,214	\$ 11,375,440

CEQA DETERMINATION

A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines. This action implements the project identified in the Notice of Exemption and no further environmental review is necessary.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted 2021-2023 Strategic Priorities, Public Safety Strategy Plan, Goal No. 2, Implementation of the Adopted Homelessness Strategic Plan, Item No. 1, to secure capital funding to construct a Temporary Emergency Housing Facility.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution approving Amendment No. 1 to the to the Purchase Agreement for Goods, Commodities, and Ancillary Services with Linked Equipment, LLC. an Arizona Limited Liability Corporation, to increase the total compensation by \$12,527, for a Not-To-Exceed amount of \$563,027, for premanufactured customized containers for the Temporary Emergency Housing Facility, Phase II Site Improvements.

Prepared by: Ilene Macintire, PE, Senior Civil Engineer

Reviewed by: Kimberly Murdaugh, Interim Assistant City Manager
Sara Cowell, Director of Finance
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A-Resolution 2022-099
Attachment B-Amendment No. 1-Purchase Agreement with Linked Equipment, LLC.
Attachment C-Executed Purchase Agreement with Linked Equipment, LLC.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2022-099

APPROVING A PROCUREMENT AGREEMENT WITH LINKED EQUIPMENT, LLC, FOR THE PURCHASE OF PRE-MANUFACTURED RESTROOM, SHOWER, LAUNDRY, STORAGE AND MECHANICAL BUILDING STRUCTURES IN THE AMOUNT OF \$550,000 FOR INSTALLATION AS PART OF THE TEMPORARY EMERGENCY HOUSING PROJECT, CIP 71112, AT 370 W. ARBOR AVENUE

WHEREAS, The City Engineer's Office has finalized the construction documents for Site Improvements at the Temporary Emergency Housing Project, CIP 71112, at Arbor Avenue, with a significant part of the project to include the purchase and installation of ten (10) pre-manufactured building structures, including a restroom, shower, laundry, storage, and mechanical building structures; and

WHEREAS, The City Council, on December 21, 2021, via Resolution No. 2021-198, authorized the direct purchase of a total of 10 structures for the Temporary Emergency Housing Facility Project from Linked Equipment, LLC, of Phoenix, Arizona; and

WHEREAS, The City Council, on September 1, 2020, authorized the creation of a Capital Improvement Project, the Temporary Emergency Housing Project, CIP 71112, to fund the improvements at 370 W. Arbor Avenue; and

WHEREAS, The vendor, Linked Equipment, Inc., manufactures restroom, shower, laundry, storage and mechanical building structures that come fully equipped with all required interior furnishings including heating and ventilation equipment, and at this time, they are the only company identified, available and willing to customize the structures to the City's requirements for accessibility and privacy, and are also certified by the California Department of Housing and Community Development (HCD) to produce these types of pre-fabricated structures to meet California building code requirements; and

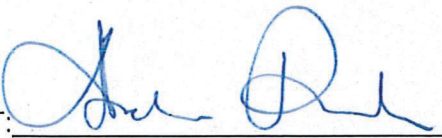
WHEREAS, By purchasing the structures in advance and directly from the manufacturer, staff expects to minimize production time delays to the Project; now, therefore, be it

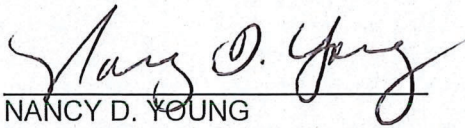
RESOLVED, That the City Council of the City of Tracy hereby approves, via resolution, the Procurement Agreement for the purchase of ten (10) pre-manufactured structures, one (1) equipment enclosure and ancillary services for design and technical support in the amount not-to-exceed \$550,000 for installation as part of the Temporary Emergency Housing Project, CIP 71112, at 370 W. Arbor Avenue.

Description	Qty.	Unit Cost	Total
Three Unit Restroom (1 ADA, 2 STD) – 20' modified container	2	\$50,759.61	\$101,519.22
Five Unit Shower (2 ADA, 3 STD) – 40' modified container	2	\$92,500	\$185,000.00
Laundry – 4 sets of washer/dryers (2 ADA, 2 STD) 20' modified container	1	\$67,081.31	\$67,081.31
Mechanical Room – two 100-gallon water heaters, electrical frames	1	\$32,219.10	\$32,219.10
Operations Storage – 20' modified container with lighting and ventilation	3	\$13,050.50	\$39,151.50
Storage – 40' modified container with three (3) six-foot-wide roll up doors	1	\$16,223.50	\$16,223.50
Complex Enclosure – panels to close spaces between structures	1	\$6,727.00	\$6,727.00
Ancillary Services – Engineering Design	1	\$47,896.00	\$47,896.00
Ancillary Services – Technical Support	1	\$9,067.50	\$9,067.50
		Total	\$550,500

The foregoing Resolution 2022-099 was passed and adopted by the Tracy City Council on the 5th day of July 2022, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG
 NOES: COUNCIL MEMBERS: NONE
 ABSENT: COUNCIL MEMBERS: NONE
 ABSTENTION: COUNCIL MEMBERS: NONE

ATTEST: 
 ADRIANNE RICHARDSON
 City Clerk and Clerk of the Council of the City
 of Tracy, California


 NANCY D. YOUNG
 Mayor of the City of Tracy, California

**CITY OF TRACY
AMENDMENT NO. 1
TO THE PURCHASE AGREEMENT FOR GOODS, COMMODITIES, AND ANCILLARY
SERVICES WITH LINKED EQUIPMENT, LLC., PHOENIX, ARIZONA**

This Amendment No. 1 (**Amendment**) to the Purchase Agreement for Goods, Commodities, and Ancillary Services (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Linked Equipment, LLC. an Arizona Limited Liability Corporation (LLC) (**Vendor**). City and Vendor are sometimes referred to individually as “**Party**” and collectively as “**Parties**.”

Recitals

- A.** The City and -Vendor entered into a Purchase Agreement for Goods, Commodities, and Ancillary Services (Agreement) was approved by the City Council on July 5, 2022, pursuant to Resolution 2022-099.
- B.** The Agreement scope included the design, manufacture, and on-site ancillary services for of ten (10) customized containers to provide restrooms, showers, laundry, a mechanical room, and storage units for the Temporary Emergency Housing Facility, Phase II Site Improvements.
- C.** During the building code review of the Vendor’s final designs of the restroom, shower, and laundry units, it was determined that additional fixtures, emergency lighting and building materials were required to meet California Code requirements. The original cost proposals were based on a conceptual plan before code requirements had been fully identified. Additional costs for labor and materials for emergency exit lighting, additional insulation required by California energy efficiency codes, floor drains, electrical equipment, additional fixtures were required to be included to comply with California codes, are included in this Addendum.
- D.** On July 5, 2023, the City Council authorized the purchase of eight (8) custom container dormitories from the Vendor, pursuant to Resolution 2023-140, to be installed as part of the Phase IV interim facility improvements. Phase IV was opened in December of 2023, providing housing for an additional 38 individuals. The mechanical room design, included in the Agreement, was sized for the Phase II occupancy of 68 residents. Modifications to the mechanical room design are now required to expand the capacity to serve the additional four (4) restroom and shower containers required to provide permanent restroom and shower facilities for Phase IV.
- E.** On-site Ancillary Services for the installation of enclosure panels between the container units, planned to be provided by the Vendor, have been removed from the Agreement, and included in the construction of the Phase II Site Improvements at the Temporary Emergency Housing Facility (TEHF) Project.
- F.** This Amendment is being executed pursuant to Tracy Municipal Code Section 2.20.140 to include additional design services for modifications to the mechanical unit to meet the changed project site occupancy and additional costs related to code compliance, and the increase the total compensation by \$12,527, for a Not-to-Exceed amount of \$563,027.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. . **Incorporation by Reference.** This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. All capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement.

2. . **Terms of Amendment.**

- A. Section 1. of the Agreement is hereby amended by deleting the text of Section 1.1 and Section 1.2 in their entirety and substituting in place thereof the following underlined text:

GOODS. The City agrees to purchase, and the Vendor agrees to sell, the Goods as more specifically outlined and described in the attached Exhibit A, and incorporated by reference. The Goods shall comply with all of the standards and specifications outlined in Exhibit A.

SERVICES. The City also agrees to purchase from Vendor the services related to the installation or delivery of such Goods, as more specifically outlined and described in the attached Exhibit B-1 (Ancillary Services). Ancillary Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions.

- B. Section 3. of the Agreement is hereby amended by deleting the text of Section 3 in its entirety and substituting in place thereof the following underlined text:

PURCHASE PRICE. City shall pay Vendor on a fixed fee basis, at the fee amounts outlined in **Exhibit D-1**, attached and incorporated by reference. The purchase price will be broken down by price of the Goods, and the price of the Ancillary Services, with a total calculation at the end.

3.1 NOT TO EXCEED AMOUNT. Vendor's total contract amount, for the aggregate of the Goods and the Ancillary Services, under this Agreement shall not exceed \$563,345. No work shall be performed by Vendor in excess of the total contract amount provided in the section without the City's prior written approval.

3.2 INVOICES. Vendor shall submit invoices per the outlined schedule in Purchase of Goods and Ancillary Services in Exhibits A and B. Vendor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Vendor.

3.3 PAYMENT. Within 30 days after the City's receipt of the invoice, City shall make payment to the Vendor based upon the Goods and Ancillary Services described on the invoice and approved by the City."

- C. Exhibit A of the Agreement is hereby amended to include Exhibits A-8 and Exhibit A-11.
- D. Exhibit B of the Agreement is deleted and replaced by Exhibit B-1.

E. Exhibit D of the Agreement is deleted and replaced by Exhibit D-1.

3. Effect of Amendment. This Amendment represents the complete and entire agreement and understanding between the parties and supersedes any prior agreement and understanding (written or oral) concerning the subject matter contained herein. Except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect. The parties hereto acknowledge and agree that the recitals set forth are true and correct, and are incorporated into this Amendment. This Amendment will not be binding until fully executed by the parties.

4. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

City of Tracy

Linked Equipment, LLC. (An Arizona LLC)

By: _____
Nancy Young
Title: Mayor

By: Mark Pike
Mark Pike
Title: President

Date: _____

Date: 06/12/2024

Attest:

By: _____
Adrianne Richardson, City Clerk

Approved as to form.

By: _____
Bijal Patel, City Attorney

Exhibits:

- A-8 CO-1 Restroom & Shower Fixtures
- A-9 CO-2 Mechanical Room Modifications
- A-10 CO-3 Credit for Enclosure Doors
- A-11 CO-6 Laundry Room Electrical Panel Size Change
- B-1 Ancillary Services
- D-1 Purchase Price



Printed: Mar 1, 2023
 3454 East Illini Street, Phoenix, AZ 85040
 Phone: 602-314-6020

Job Information

Jessica Tyler
 Tracy, CA

Invoice Title: Change Order #001

Invoice ID: 03012023

Invoice Amount: \$22,878.00
Amount Paid: \$0.00

Pending/Released

Items	Cost Types	Description	Qty/Unit	Unit Cost	Price
Flush Valves Pumps Valves and Tanks	Material	Flush valves for the six lavatories that are replacing tanks	6.00	\$232.50	\$1,395.00
Emergency Pull Cord w/ Strobe Emergency activation switch	Material	Emergency pull cord system w/ strobe alarm this was added by client	16.00	\$255.75	\$4,092.00
Vapor Seal Insulation Vapor Barrier insulation	Material	Vapor seal insulation for each container building in the complex this was added by engineers top meet the California new title 24 code	6.00	\$1,550.00	\$9,300.00
Floor Drains Floor Drain	Material	ZURN Floor Drain: 2 in Pipe Dia., Cast Iron, Polished Nickel Bronze, 6 1/4 in Ht this was added to each restroom it was not on original proposal	6.00	\$155.00	\$930.00
Lavatory Seat Cover Dispensers Dispensers	Material	Seat cover dispensers for the lavatories added by customer	6.00	\$77.50	\$465.00
Robe Hooks Hooks	Material	Coat Hook and Bumper added by customer	10.00	\$12.40	\$124.00
Automatic Soap Dispenser soap dispensers	Material	Touchless soap dispenser for ADA restrooms added by customer	6.00	\$37.20	\$223.20
Occupancy Deadbolt	Material	Double-Sided Deadbolt with Occupancy Indicator - ADA Compliant added by customer	16.00	\$164.30	\$2,628.80

Items	Cost Types	Description	Qty/Unit	Unit Cost	Price
HANDLE					
Emergency Lights emergency light	Material	Bug-Eye Emergency Exit Lights w/ Battery Back-Up added by engineering	16.00	\$232.50	\$3,720.00

Description of Invoice

Deadline Date:
Balance Due: \$22,878.00



Printed: Jun 10, 2024
3454 East Illini Street, Phoenix, AZ 85040
Phone: 602-314-6020

Change Order

Owner Info

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

370 W Arbor Ave
Tracy, CA

Change Order ID

0001

Tracy, CA - 40' Showers

CO ID	Created / Approved Date	Price
0001	Created: Aug 21, 2023 Pending...	\$682.00

Description

Mirrors
City of Tracy wanted mirrors in each shower room

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
full length mirrors Mirrors	Material	shatter proof mirrors for every room in the shower containers	10	\$68.20	\$682.00

Status	Signature	Date
Approved by: _____		___/___/___

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: \$682.00

CHANGE ORDER 1
RESTROOMS \$22,878.00
SHOWERS \$ 682.00
TOTAL CHANGE ORDER NO. 1 \$23,560.00



Printed: May 8, 2024
 3454 East Illini Street, Phoenix, AZ 85040
 Phone: 602-314-6020

Change Order

Owner Info

Jessica Tyler
 370 W Arbor Ave
 Tracy, CA 95304
 Phone: (608) 345-6370
 Cell: +12098316378

Job Info

370 W Arbor Ave
 Tracy, CA

Change Order ID

002

Tracy, CA - 20' Mechanical room

CO ID	Created / Approved Date	Price
001	Created: May 8, 2024	\$9,354.00

Description

Water Heaters Panel box & Rec Pump Upgrades

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Water Heaters Credit for two Hot Water Heater	Material	Credit for two Water Heaters	2	-\$2,650.50	-\$5,301.00
Water heater 120 gal Hot Water Heater	Material	Three 120 gal water heater	3	\$3,410.00	\$10,230.00
Labor: additional labor Labor - General	Labor	additional labor	10	\$93.00	\$930.00
Rec Pump Pump	Material	2400-45S-3P Taco 2400 Series Stainless Steel Circulating Pump according to the email shared dated 4/4/2024	1	\$1,402.50	\$1,402.50
Plumbing materials Plumbing Materials	Material	additional materials to install 3rd water heater and rec pump & upgraded panel box	1	\$1,550.00	\$1,550.00
Credit for 150Amp NEMA 3 Mechanical unit Electric Panel	Material	Credit given for the NEMA 3 electric panel which was supposed to be installed on Mechanical unit (Electrical and Janitor unit)	1	-\$930.00	-\$930.00

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
150Amp NEMA 1 panel for Mechanical Unit Electric Panel	Material	New 150 Amp NEMA 1 Electric panel to be installed inside the Mechanical Unit (Electrical and Janitor unit)	1	\$930.00	\$930.00
Expansion Tank Tanks	Material	Expansion tank needed in the mechanical room Its a rough estimate as the calculations are yet to be completed by DOTEK to give a correct size of expansion tank	1	\$542.50	\$542.50

Status	Signature	Date
Approved by: _____		___/___/___

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:

\$9,354.00



Printed: May 8, 2024

3454 East Illini Street, Phoenix, AZ 85040

Phone: 602-314-6020

Owner Info

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

Tracy, CA

Change Order ID

0003

Tracy, CA - Doors & Panels between containers

CO ID	Created / Approved Date	Price
0001	Created: May 8, 2024	-\$2,520.00

Description

Change Order for Doors and Panels

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Credit for Doors and Frames at the end of the 6 building complex Doors & Frames	Material		2	-\$900.00	-\$1,800.00
Credit for Labor Labor	Labor		12	-\$60.00	-\$720.00

Status**Signature****Date**

Approved by: _____

____/____/____

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:

-\$2,520.00



Change Order

Printed: May 8, 2024

3454 East Illini Street, Phoenix, AZ 85040

Phone: 602-314-6020

Owner Info

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

370 W Arbor Ave
Tracy, CA 95304

Change Order ID

0006

Tracy, CA - 20' Laundry Unit

CO ID	Created / Approved Date	Price
0001	Created: May 8, 2024	\$3,366.60

Description

Change Order Laundry Unit

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Credit for 200Amp Panel for Laundry Unit Electric Panel	Material	Credit for 200Amp panel for Laundry Unit included in the proposal	1	-\$1,550.00	-\$1,550.00
400Amp Electric Panel for Laundry Unit Electric Panel	Material	New 400Amp Panel to replace the old 200Amp panel	1	\$4,916.60	\$4,916.60

Status	Signature	Date
Approved by: _____		___/___/___

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:

\$3,366.60

EXHIBIT B-1 – ANCILLARY SERVICES

Engineering, Design and Third-Party Permitting Services – Page B-2	\$47,896.00
Change Order No. 5 Engineering, Design, and Third-Party Permitting Services for mechanical room capacity change – Page B-X	\$2,260.00
Total Engineering, Design and Third-Party Permitting Services	\$50,156.00
Technical On-Site Support Services – Page B-4	\$9,067.50
Change Order No. 4 – Per Memo Deletes Work for On-Site Services	\$(9,067.50)
Total Technical Support Services	\$ 0.00
Total Ancillary Services	\$50,156.00



3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler, KPA GROUP
(608) 345-6370

Tracy, CA

Print-date:

4-4-2022

The following describes MEP engineering will be accomplished by Arbedili engineering, the structural will be accomplished by Dotec engineering and the third part inspector and submitting plans to the state of California will be Intertek Linked Equipment will coordinate all plans and have our draftsman draw all buildings up.
The following is a list of all services that will be needed to get the project approved.

Attached Files:

Price Breakdown

Code	Description	Qty / Unit
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the two 40' shower units	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the two 40' showers units	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the two 40' shower units	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the two 20' restrooms	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the two 20' restrooms	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the two 20' restroom units	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the one 20' Laundry unit & 20' Mechanical room	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the one 20' Laundry unit & 20' Mechanical room	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the 20' Laundry unit & 20' Mechanical room	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the one 40' storage and three 20' storage units	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the one 40' storage and three 20' storage units	1

Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the one 40' storage and three 20' storage units	1
Draftsman	Draftsman, designing, working with engineers and third party inspector	1

Total Price: \$47,896.00

The total price for these services is \$47,896.00
Once payment is received the following estimated times will happen:
Draftsman will take up to two weeks to get the drawing ready for engineering, once ready we will send a copy to you for final approval prior to sending them to engineering.
Submit drawings and any cut sheets to engineering, MEP will take about two weeks to get back, structural we should have prior to MEP.
Once we have engineering plans back we will submit to the third party inspectors they will take about a week to review and then submit to the state of California.
After the plans have been submitted to the state we can look forward to at least a month for the state to get back to us with red lines, on a job this size will take about a week to turn around the redlines.
Once the state receives the redlines we should get final approval within two weeks.
After the third party has inspected the drawings and has submitted to the state we should be in a good enough position to start the builds
Thank you
Mark Pike
Linked Equipment LLC
480-560-5221





Printed: May 8, 2024

3454 East Illini Street, Phoenix, AZ 85040

Phone: 602-314-6020

Change Order**Owner Info**

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

Tracy, CA

Change Order ID

0005

Tracy, CA - Engineering & Drafting

CO ID	Created / Approved Date	Price
0005	Created: Apr 30, 2024	\$2,260.00

Description
Change Order for Engineering

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Credit for Keith's Work MEP engineering	Subcontractor	Credit for Keith's work offered by DOTec	1	-\$2,700.00	-\$2,700.00
Reworking Recirculation pump MEP engineering	Subcontractor	Reworking the recirculation pump, plumbing for all 6 units, adding expansion tank	1	\$4,960.00	\$4,960.00

Status	Signature	Date
Approved by: _____		___/___/___

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:

\$2,260.00



3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler , KPA GROUP
(608) 345-6370

Tracy, CA

Print-date:

4-4-2022

Here is the proposal to send two technicians up to the site for three days, hotel, car , additional insurance and the City of Tracy business license.

Price Breakdown

Code	Description	Qty / Unit
Flights	air fair to SFO round trip	2
Labor - Off-Site	three days two technicians	48
Perdiem		6
Hotel room	two nights one room	2
Car rental	car rental	1
Insurance	general, auto workmans comp added top policy	1
Registration & Lic	city of Tracy lic	1

Total Price: \$9,067.50



City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

MAIN 209.831.6000
FAX 209.831.6120
www.ci.tracy.ca.us

Memorandum

Date: June 11, 2024
To: Mark Pike
Linked Equipment LLC.

From: Ilene Macintire, Senior Civil Engineer

Subject: Agreement Amendment and Deletion of On-Site Technical Services

Mark,

I am preparing an Amendment to the 2022 Agreement with Linked Equipment to address the changes that have occurred.

The City has included the installation of the enclosure panels and doors in the construction contract for the site improvements, so we will not need Linked Equipment staff to come to the site to do that installation. Therefore work included the Agreement for On-Site Technical Services will be deleted.

The Linked Equipment change orders all showed as No. 0001, so I have edited the numbers per the information below. I do not need Linked to provide corrected change orders.

Here are the items I am listed as changed in the Amendment:

Change Orders - Goods

CO-1	Restroom & Shower Fixtures	\$23,560.00
CO-2	Mechanical Room Capacity	\$9,354.00
CO-3	Credit For Enclosure Doors	-\$2,520.00
CO-6	Laundry Room Electrical Panel Size Change	\$3,644.34

Change Orders - Services

CO-4	Delete On-Site Ancillary Services	-\$9,067.50
CO-5	Engineering & Drafting Mechanical Room Capacity	\$2,260.00

PURCHASE PRICE

STRUCTURES AND ACCESSORIES	
STRUCTURES AND ACCESSORIES AS DESCRIBED IN EXHIBIT A: F.O.B. 370 W. ARBOR AVENUE, TRACY, CA, USA,	\$512,871.00
ANCILLARY SERVICES	
ENGINEERINGS, DESIGN, AND THIRD PARTY INSPECTIONS: As Described in Exhibit B-1	\$50,156.00
TECHNICAL SUPPORT SERVICES: AS Described in Exhibit-B - Deleted from Agreement	\$0.00

TOTAL (NOT TO EXCEED)**\$563,027.00**

**CITY OF TRACY
PURCHASE AGREEMENT FOR GOODS, COMMODITIES,
AND ANCILLARY SERVICES WITH LINKED EQUIPMENT, LLC.
PHOENIX, ARIZONA**

This Purchase Agreement for Goods, Commodities, and Ancillary Services (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Linked Equipment, LLC, an Arizona Limited Liability Corporation (LLC) (**Vendor**). City and Vendor are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. City is actively pursuing the construction of Temporary Emergency Housing, CIP 71112, pursuant to which the City may provide up to 68 beds on a nightly basis to unhoused residents in the City, along with ancillary services (**Project**), on City-owned land of 4.8 acres located at Arbor Avenue (**Project Site**).
- B. The Project is partially being funded by Community Development Block Grant (**CDBG**) funds, through the Department of Housing and Urban Development (**HUD**), and partially with local funds.
- C. During preliminary design, City staff researched the available options for restroom, shower, laundry and storage structures suitable for timely implementation of the Project and initially concluded that purchasing ten prefabricated container units of varying sizes (**Goods**) was the best option for meeting the City's timeframe for implementing the Project.
- D. City staff contacted multiple vendors who could provide modified single trip shipping containers for use as restrooms and locker rooms. Linked Equipment, Inc., was the only vendor that was both licensed by the California Department of Housing and Community Development (HCD) and willing to meet the City's specifications for the accessible interior layouts and the types of materials that would be utilized to outfit the interior of the facilities.
- E. Staff determined that Vendor possesses the skills, experience, and certification required to provide the requisite Goods for the Project and that the Vendor was the only manufacturer able to provide the City with the required Goods within the City's timelines.
- F. Under Chapter 14.1.4 Non-competitive Proposals section of the CDBG procurement guidelines, the City can procure a single-sourced item when that item is only available from that single source.
- G. Consistent with the authority granted in Resolution No. 2021-198, the Parties have reached an agreement for the City's purchase of the agreed-upon Goods and ancillary services by the terms outlined in this Agreement.



Now, therefore, the Parties mutually agree as follows:

1. **CITY PURCHASE.**

1.1. **GOODS.** The City agrees to purchase, and the Vendor agrees to sell, the Goods as more specifically outlined and described in the attached **Exhibit A** and incorporated by reference. The Goods shall comply with all of the standards and specifications outlined in **Exhibit A**.

1.2. **SERVICES.** The City also agrees to purchase from Vendor the services related to the installation or delivery of such Goods, as more specifically outlined and described in the attached **Exhibit B (Ancillary Services)**. Ancillary Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions.

1.3. **NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE.** There shall be no substitution of Goods or Ancillary Services, without the prior written authorization of the City. All Ancillary Services shall be performed by or under the direct supervision of, the Vendor's Authorized Representative: Mark Pike, President. Vendor shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement. A list of all personnel who will be conducting the Ancillary Services in conjunction with this Agreement will be outlined in **Exhibit B**.

2. **DELIVERY DATES.** The Goods must be shipped and must arrive at the destination of 370 W Arbor Avenue, Tracy CA, 95304 and Ancillary Services must be provided by the Vendor as outlined in the detailed Delivery Timeline, specified in **Exhibit C**.

2.1 Any failure by the vendor to meet the Delivery Timeline will constitute a material default of this Purchase Agreement and the City may cancel any Goods and Ancillary Services not delivered in a timely manner without liability. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Delivery Timeline for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised timeline.

3. **PURCHASE PRICE.** City shall pay Vendor on a fixed fee basis, at the fee amounts outlined in **Exhibit D**, attached and incorporated by reference. The purchase price will be broken down by price of the Goods, and the price of the Ancillary Services, with a total calculation at the end.

3.1 **NOT TO EXCEED AMOUNT.** Vendor's total contract amount, for the aggregate of the Goods and the Ancillary Services, under this Agreement shall not exceed \$550,000. No work shall be performed by Vendor in excess of the total

contract amount provided in this section without the City's prior written approval.

- 3.2 INVOICES.** Vendor shall submit invoices per the outlined schedule in Purchase of Goods and Ancillary Services in Exhibits A and B. Vendor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Vendor.
- 3.3 PAYMENT.** Within 30 days after the City's receipt of the invoice, City shall make payment to the Vendor based upon the Goods and Ancillary Services described on the invoice and approved by the City.
- 4. CANCELLATION AND TERMINATION.** The City reserves the right to terminate or cancel any portion of this Purchase Agreement at any time prior to the delivery of Goods and Ancillary Services, with or without cause, by giving Vendor written notice, provided that if the termination is without cause, then Vendor shall be entitled to payment for the value of the percentage of completion as to any units already under production to the extent such amount of the amount in excess of any down payment amounts previously paid by the City. There shall be no period of grace after giving the notice of cancellation or termination. Cancellation or termination shall become effective immediately upon the giving of notice by personal delivery or mail.
- 5. BREACH.** In the event of a breach of the Purchase Agreement by Vendor, City may terminate the Purchase Agreement immediately without notice, may reduce payment to the Vendor in the amount necessary to offset City's resulting damages, may procure substitute Goods or Ancillary Services at Vendor's expense, and/or may pursue any other available recourse against Vendor. Vendor may not terminate this Purchase Agreement except for cause.
- 6. DELIVERY RISK OF LOSS.** All orders will be Free on Board (**FOB**) destination if not otherwise specified. Risk of loss or damage to the Goods must remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods and Ancillary Services will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and Ancillary Services and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods and Ancillary Services that do not conform to the terms and conditions outlined under Exhibits A and B. Any Goods and Ancillary Services rejected may be returned to the Vendor at the Vendor's risk and expense.
- 7. INDEMNIFICATION.** Vendor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Vendor's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.
- 7.1 DEFINITION.** For the purposes of this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Vendor" means the Vendor, its employees, and agents; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any

and all related costs and expenses) and any allegations of these; and “Arising out of” includes “pertaining to” and “relating to”.

7.2 PROVISION SURVIVAL. The provisions of this Section 7 survive the completion of the services or the termination of this Agreement and are not limited by the provisions of Section 7 relating to insurance.

8. INSURANCE. Vendor shall, throughout the duration of this Agreement, maintain insurance to cover Vendor, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

8.1 COMMERCIAL GENERAL LIABILITY. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

8.2 AUTOMOBILE LIABILITY. (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

8.3 WORKERS’ COMPENSATION. coverage shall be maintained as required by the State of California.

8.4 ENDORSEMENTS. Vendor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

8.4.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”

8.4.2 For any claims related to this Agreement, Vendor’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Vendor’s insurance and shall not contribute with it.

8.5 NOTICE OF CANCELLATION. Vendor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Vendor shall immediately obtain a replacement policy.

8.6 INSURANCE CERTIFICATE. Vendor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

- 8.7 **SUBSTITUTE CERTIFICATES.** Vendor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.
- 8.8 **VENDOR'S OBLIGATION.** Maintenance of insurance by the Vendor as specified in this Agreement shall in no way be interpreted as relieving the Vendor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Vendor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.
9. **PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating, or storage unless otherwise specified. Goods must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description, and Purchase Agreement Number must accompany each box or packing shipment. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.
10. **TAXES.** The Vendor must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing of Goods and Ancillary Services; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in the Purchase Agreement, the Purchase Price will be considered to include state and city sales or use tax.
11. **WARRANTY.** The Vendor warrants that all Goods will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured according to detailed design furnished by the City, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the City, and that such Goods if installed by the Vendor shall conform to applicable specifications.
- 11.1 The Vendor's warranties, together with its service guarantees, must run to the City and its customers or users of the Goods and Ancillary Services and must not be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods and Ancillary Services must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.
12. **DUTY TO DEFEND.** Vendor agrees, (1) at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents, and council members (collectively the **Parties to be defended**) from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or

are in any manner connected with: (i) the Goods and Ancillary Services provided pursuant this Purchase Agreement; (ii) allegations that the Goods are defective in manufacture or design; (iii) any patent or other intellectual property right related to the Goods and (iv) the work, activities, operations, or duties of Vendor, or of anyone employed by or working under the Vendor, or (2) any breach of this Agreement by Vendor.

- 12.1 This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to the City.

13. **REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS.** Vendor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work performed, or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

14. **NOTICES.** All notices, demands, or other communications that this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party at the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Ilene Macintire, P.E.
Senior Civil Engineer, Engineering Division
City of Tracy, Development Services
333 Civic Center Plaza
Tracy, CA 95376

To Vendor:

Mark Pike
President
Linked Equipment, LLC.
3454 East Illini Street
Phoenix, AZ 85040

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

15. **MISCELLANEOUS**

- 15.1 **STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to Vendor's services will be the degree of skill and

diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

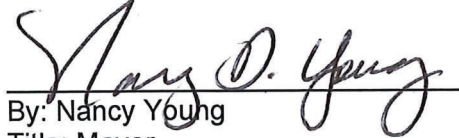
- 15.2 **AMENDMENTS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
- 15.3 **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 15.4 **ASSIGNMENT AND DELEGATION.** Vendor may not assign, transfer, or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be consent to any subsequent assignment.
- 15.5 **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
- 15.6 **COMPLIANCE WITH THE LAW.** Vendor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.
- 15.6.1 **HAZARDOUS MATERIAL.** Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.
- 15.6.2 **NON-DISCRIMINATION.** Vendor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any third-party vendor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Vendor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).
- 15.7 **BUSINESS ENTITY STATUS.** Vendor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Vendor. By entering into this Agreement, Vendor represents that it is not a suspended corporation. If Vendor is a suspended corporation at the time, it enters this Agreement, City may take steps to have this Agreement declared voidable.
- 15.8 **BUSINESS LICENCE.** Before the City signs this Agreement, Vendor shall obtain a City of Tracy Business License. Vendor shall maintain an active City of Tracy Business License during the term of this Agreement.

- 15.9 **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 15.10 **CONSTRUCTION OF AGREEMENT.** Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.
- 15.11 **SEVERABILITY.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.
- 15.12 **CONTROLLING PROVISIONS.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Vendor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Vendor's proposal (if any), the Exhibits shall control.
- 15.13 **ENTIRE AGREEMENT.** This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations, or agreements. All exhibits attached hereto are incorporated by reference herein.
16. **SIGNATURES.** The individuals executing this Agreement on behalf of Vendor represent and warrant that they have the right, power, legal capacity, and authority to enter and execute this Agreement on behalf of Vendor.

[SIGNATURES ON FOLLOWING PAGE]


The Parties agree to the full performance of the terms set forth here.

City of Tracy


By: Nancy Young

Title: Mayor

Date: 9-30-2022

Attest: 

Adrianne Richardson, City Clerk

Approved as to form:

 for

Bijal Patel
City Attorney

Vendor

Linked Equipment, LLC. (An Arizona LLC)



By: Mark Pike

Title: President

Date: 07-7-22

Federal Employer Tax ID No. 45-5270792

Exhibits:

- A Description of Goods
- B Description of Ancillary Services
- C Delivery Timeline
- D Purchase Price

EXHIBIT A – DESCRIPTION OF GOODS

The Vendor shall procure a total of ten (10) single trip steel shipping containers of varying sizes for the pre-manufacture of structures required by the City for use as restrooms, showers, laundry, storage and mechanical structures. The vendor will provide a set of restroom complex enclosure panels to secure the maintenance area between the various structures.

The Vendor shall prepare each shipping container for repurposing, shall design and engineer each container to meet the design specifications of the City and the requirements of the California Building Code, shall submit the stamped engineering design drawings for review and approval by a third party reviewer for compliance with California Department of Housing and Community Development (HCD), the regulatory agency for pre-manufactured structure requirements, and secure the stamped approvals from HCD for submittal to the City for review and approval.

Upon receipt of City approval of the stamped engineering design drawings, the Vendor shall manufacture the structures as described in the attached quotes and descriptions, fabricating all required components and providing all labor and materials, and shipping the completed the pre-manufactured structures to the City's project site to arrive at a time coordinated with the City and the City's general construction contractor.

The descriptions of each pre-manufactured structure can be found on the attached exhibits:

- A-1 – Twenty Foot Restroom Structures (2)
- A-2 – Forty Foot Shower Structures (2)
- A-3 – Twenty Foot Storage Structures (3)
- A-4 – Forty Foot Storage Structure
- A-5 – Twenty Foot Mechanical Structure
- A-6 – Restroom Complex Enclosure Panels
- A-7 – Twenty Foot mechanical Structure



3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
(608) 345-6370

Tracy, CA

Print-date:

2-3-2022

Dear: Jessica

Thank you for contacting us about the possibility of custom designing and building your two 20' restroom units to suit your needs. Our process of custom transforming new one trip shipping containers into useful, efficient and sustainable structures is both environmentally responsible and practical. Shipping containers are extremely strong and durable with an indefinite lifespan. Our structures are designed and engineered to meet city and state building codes as well as conform to California building standards. In addition, the building is equipment with three restrooms. The HVAC system in these buildings is the Daikin mini split system the unit is highly efficient and has an estimated 30-year lifespan. (24000 BTU)

The following is a list of materials and labor utilized for your two 20' restroom units:

Attached Files:



photo courtesy of - Linked



photo courtesy of - Linked



photo courtesy of - Linked



photo courtesy of - Linked



photo courtesy of - Linked

Price Breakdown

Code	Description	Qty / Unit
CONTAINER - 20' - STANDARD - NEW	New one trip container HC	2
#Customer Container Delivery	Phoenix to Tracy CA	2
Transportation	Longbeach to Phoenix	2
Electric Panel	125 amp panel	2
industrial Flooring	industrial rubber floor with five inches up the wall	2
Daikin Mini Split HVAC	24000 BTU split with three blowers 7000 BTU each plus set lines	2
Exhaust fans & Vents	Three exhaust fans	6

LED Ceiling Light	four foot ceiling lights LED	6
EXTERIOR - Doors	Three steel commercial doors	6
DRYWALL	1/2 sheetrock installed	54
Wall Panels (FRP)	FRP walls and ceiling smooth side	54
Wall Panel Moulding (FRP)	molding in between each panel	2
COSP - MATERIALS - Welding	gas, pads, grinders, copper	2
Dome Lights	Three lights out by entrance door with dawn to dusk sensor	6
Flooring - Sub Floor	six inch sub floor	2
labor	general construction, plumbing, electrical, painting, welding	350
Plumbing Materials	plumbing materials, pipe, pex, fitting	2
Light Switches	switch in each room	6
Exterior Paint	Epoxy color of choice	10
METAL - STUDS & TRACKING	Studs and tracking 1 5/8 studs	2
Rolled Insulation	R-19 walls and R-30 on ceiling	2
Sinks	wall mounted and backing in walls to reinforce sinks	6
Floor mounted toilet w/ seal	floor mounted	6
GFI outlets	110 volt GFI by each sink	6
Double roll toilet paper dispenser	double roll	6
ADA Metal Bars	three ADA bars around the toilet in each ADA restroom	6
Mirrors	six mirrors above each sink	6
Paper towel dispenser	Paper towel dispenser	6
Miscellaneous	unforeseen	2
METAL - SQUARE - 2-IN	20' stick of 2" tubing to frame doors	6
COSP - MATERIALS - Welding	Gas, copper, grinding wheels, sanding paper	2

Total Price: \$101,519.22

The price with delivery is: \$101,519.22

We require 50% down payment before construction begins and the remaining balance is due once construction is complete and the building is set on the truck for delivery. Any expense incurred in such to move the building off the delivery trailer shall be incurred by the customer.

We can have the building built within 6 to 8 weeks of deposit depending on the state approval

This proposal's price and estimated delivery dates are only good for 30 days from the date of this proposal.

Please let us know if you have any question or would like to discuss additional building modifications to meet your specific needs.

Thank you

Mark Pike
 Linked Equipment LLC
 3454 East Illini Street
 Phoenix, AZ 85040
 480-560-5221 cell
 602-314-6020 ex 413 office



3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
(608) 345-6370

Tracy, CA

Print-date: 2-3-2022

Dear: Jessica

Thank you for contacting us about the possibility of custom designing and building your two 40' shower units to suit your needs. Our process of custom transforming new one trip shipping containers into useful, efficient and sustainable structures is both environmentally responsible and practical. Shipping containers are extremely strong and durable with an indefinite lifespan. Our structures are designed and engineered to meet city and state building codes as well as conform to California building standards. In addition, the building is equipment with three ADA showers and two 32" x 32" standard showers and ADA shower. The HVAC system in these buildings is the Daikin split system the unit is highly efficient and has an estimated 30-year lifespan. (48,000 BTU with five 9000 BTU blowers)

The following is a list of materials and labor utilized for your 40' shower unit:

Attached Files:



photo courtesy of - Linked



photo courtesy of - Linked



photo courtesy of - Linked



photo courtesy of - Linked



photo courtesy of - Linked

Price Breakdown

Code	Description	Qty / Unit
CONTAINER - 40' - NEW (ONE TRIP)	new one trip 40' HC container	2
Transportation	Longbeach to Phoenix	2
Customer Container Delivery	Phoenix to Tracy CA	2
Electric Panel	150 amp electrical panel with breakers, BX wire, fitting	2
Daikin Mini Split HVAC	48,000 BTU five 9000 BTU blowers	2

Exhaust Fans	small exhaust fans in all five rooms engineering may come back with different fans	10
Doors & Frames	Ten industrial metal doors	10
Dome Lights	Ten lights outside of each door	10
4' LED Light	ceiled 4' LED lights	10
Bench	Salsbury Industries 18 in. H x 36 in. W x 9 1/2 in. D Wood Locker Bench in Light Brown Wood	10
Light Switches	light switch in each room	10
Smoke Detector	smoke detector in each room	10
Plumbing Materials	pipe, pex, fittings	2
Flooring - Sub Floor	six inch sub floor with 3/4 plywood	2
Vinyl flooring	industrial rubber flooring also five inches up the wall as base board to insure a easy cleaning	2
METAL - STUDS & TRACKING	metal stud's and tracking	2
Insulation	R-19 walls and floor and R-30 ceiling with fiber seal to create continues insulation	2
SheetRock	1/2 sheet rock install only no tape and texture	100
Wall Panels (FRP)	White smooth side easy cleaning	100
Wall Panel Moulding (FRP)	molding match the white FRP	2
labor	general construction, electrical, plumbing, painting welding	450
32 x 32 Shower Stalls	two fiberglass shower stalls, with hooks, curtain, drain and valve in each building	4
ADA Shower stall	six handy cap shower stalls with benches inside	6
Floor Drains	Stainless Steel Linear Shower Drain in front of each shower stall	10
Exterior Paint	exterior paint color choice by customer	20
Miscellaneous	unforeseen	2
METAL - SQUARE - 2-IN	twelve sticks of two inch tubing to frame doors and exhaust fans	12
COSP - MATERIALS - Welding	Gas, copper, grinding wheels, sanding paper	2

Total Price: \$185,000.00

The price with delivery for both shower buildings is: \$185,000.00

We require 50% down payment before construction begins and the remaining balance is due once construction is complete and the building is set on the truck for delivery. Any expense incurred in such to move the building off the delivery trailer shall be incurred by the customer.

We can have the building built within 8 to 10 weeks of deposit and depending on the approval of the state of California. This proposal's price and estimated delivery dates are only good for 30 days from the date of this proposal. Please let us know if you have any question or would like to discuss additional building modifications to meet your specific needs.

Thank you

Mark Pike
Linked Equipment LLC
3454 East Illini Street
Phoenix, AZ 85040



3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
(608) 345-6370

Tracy, CA

Print-date:

2-3-2022

Dear: Jessica

Thank you for contacting us about the possibility of custom designing and building your three 20' standard storage units to suit your needs. Our process of custom transforming three used refurbished standard shipping containers into useful, efficient and sustainable structures is both environmentally responsible and practical. Shipping containers are extremely strong and durable with an indefinite lifespan. Our structures are designed and engineered to meet city and state building codes as well as conform to California building standards. In addition, the building is equipment with double man door in the end of the containers, with one whirly bird vents, interior 4' LED lights, one porch light, light switch and 100 amp single phase electrical panels.

The following is a list of materials and labor utilized for your 20' units:

Attached Files:



photo courtesy of - Linked



photo courtesy of - Linked



photo courtesy of - Linked

Price Breakdown

Code	Description	Qty / Unit
20' Refurbished standard container	three used refurbished 20' containers	3
Transportation	Longbeach to Phoenix	3
Customer Container Delivery	delivery on a drop deck	3
Man Door with sweep 6" plate and handle	Double man door	3
Metal	one twenty foot sticks of two inch tubing	3
labor	cutting, welding, painting, installing doors, loading and unloading	90
Overhead - Welding Materials	gas, plasma cutter, copper, grinding wheels, pads	3
Paint	Paint inside and out	30
Vent - Whirleybird	LOMANCO14 in. Mill Finish Aluminum Internally Braced Whirlybird Wind	3

Turbine Model# BIB14		
Electric Panel	four 100 amp single phase electrical panels with breakers	3
Conduit	Conduit to run electrical	3
Light Switches	three light switches	3
Dome Lights	three porch lights outside of entrance door	3
Unistrut	Unistrut weld lights, conduit, switches	3
4' LED Light	Two lights each building	6
Miscellaneous	Unforeseen items	1
COSP - MATERIALS - Welding	Gas, copper, plasma, grinding wheels, sanding pads	3

Total Price: \$39,151.50

The price with delivery is: \$39,151.50

We require 50% down payment before construction begins and the remaining balance is due once construction is complete and the building is set on the truck for delivery. Any expense incurred in such to move the building off the delivery trailer shall be incurred by the customer.

We can have the building built within 10 days of deposit.

This proposal's price and estimated delivery dates are only good for 30 days from the date of this proposal.

Please let us know if you have any questions or would like to discuss additional building modifications to meet your specific needs.

Thank you

Mark Pike
 Linked Equipment LLC
 3454 East Illini Street
 Phoenix, AZ 85040
 480-560-5221 cell
 602-314-6020 ex 413 office





3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
(608) 345-6370

Tracy, CA

Print-date:

2-3-2022

Dear: Jessica

Thank you for contacting us about the possibility of custom designing and building your forty-foot HC storage unit to suit your needs. Our process of custom transforming re-purposed shipping containers into useful, efficient and sustainable structures is both environmentally responsible and practical. Shipping containers are extremely strong and durable with an indefinite lifespan. Our structures are designed and engineered to meet city and state building codes as well as conform to California building standards. In addition, the building is equipped with three six foot wide roll up door, new paint inside and out and two whirly bird vents. The following is a list of materials and labor to complete your two unit

Attached Files:



photo courtesy of - Linked



photo courtesy of - Linked



photo courtesy of - Linked



photo courtesy of - Linked

Price Breakdown

Code	Description	Qty / Unit
CONTAINER - 40' - HIGH-CUBE - USED	refurbished 40' HC container	1
#Customer Container Delivery	Phoenix- Tracey CA	1
EXTERIOR - Doors	six feet wide	3
2 x 2 tubing	two inch tubing framing roll up door and vents	4
PAINT - INTERIOR	epoxy	8
PAINT - EXTERIOR	epoxy choice of color	10
Miscellaneous	unforeseen	1
COSP - MATERIALS - Welding	gas, copper, pads, plasma	1
LABOR HOURS	general labor, cutting, welding, sanding, install doors, painting	25
Transportation	Longbeach Ca to Phoenix	1
Vent - Whirleybird	LOMANCO14 in. Mill Finish Aluminum Internally Braced Whirlybird Wind Turbine Model# BIB14	2

Total Price: \$16,223.50

The price is with delivery is \$16,223.50

Should you have any questions please let me know.

Thank you

Mark Pike

Linked Equipment LLC

3454 East Illini Street

Phoenix, AZ 85040

480-560-5221 cell

602-314-6020 ex 413





3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
(608) 345-6370

Tracy, CA

Print-date:

2-3-2022

Dear: Jessica

Thank you for contacting us about the possibility of custom designing and building your 20' mechanical unit to suit your needs. Our process of custom transforming new one trip shipping containers into useful, efficient and sustainable structures is both environmentally responsible and practical. Shipping containers are extremely strong and durable with an indefinite lifespan. Our structures are designed and engineered to meet city and state building codes as well as conform to California building standards. We have included two 100 gallon commercial grade hot water heaters to service the other buildings dividing wall, mop sink.

The following is a list of materials and labor utilized for your 20' unit:

Attached Files:

Price Breakdown

Code	Description	Qty / Unit
CONTAINER - 20' - STANDARD - NEW	New one trip standard 20' container	1
#Customer Container Delivery	Phoenix to Tracy, CA	1
Transportation	Longbeach to Phoenix	1
Daikin Mini Split HVAC	no HVAC	0
Electric Panel	150 amp electrical panel	1
Industrial metal man door	Two industrial man doors	2
Dome Lights	porch light	1
PAINT - EXTERIOR	five gallon of exterior paint customers choice of color	5
Metal	two sticks of two inch tubing to frame doors	1
Light Switches	two light switches	2
GFI outlets	110 volt and 208 volt receptacles	6
4' LED Light	two four foot LED lights	2
METAL - STUDS &	metal studs and tracking to install walls	1

TRACKING

FiberGlass Insulation	R-19 insulation R30 in ceiling	1
PLYWOOD - 1/2-IN SANDED	1/2 plywood walls and ceiling	23
Molding	Rubber floor molding 4" around the floor	1
PAINT - INTERIOR	Primer and paint plywood	6
labor	construction, plumbing, electrical, cutting, welding, painting	90
COSP - MATERIALS - Welding	Gas, copper, grinding pads, cutting wheels	1
Miscellaneous	unforeseen	1
Water Heater	Westinghouse 100 Gal. Lifetime 4500-Watt Electric Water Heater with Durable 316l Stainless Steel Tank Model# WEC100C2X045 Commercial grade	2
Pass through	six passthroughs	6
mop sink	Glacier Bay All-in-One 24 in. x 24 in. 20 Gal. Freestanding Laundry Tub in White, with Non-Metallic Pull-Out Faucet in Chrome Model# LT2007WWHD	1
Plumbing Materials	pex, pipes	1
Flooring - Sub Floor	six sub floor	1

Total Price: \$32,219.10

The price with delivery is: \$32,219.10

We require 50% down payment before construction begins and the remaining balance is due once construction is complete and the building is set on the truck for delivery. Any expense incurred in such to move the building off the delivery trailer shall be incurred by the customer.

We can have the building built within four weeks of deposit.

This proposal's price and estimated delivery dates are only good for 30 days from the date of this proposal.

Please let us know if you have any question or would like to discuss additional building modifications to meet your specific needs.

Thank you

Mark Pike
 Linked Equipment LLC
 3454 East Illini Street
 Phoenix, AZ 85040
 480-560-5221 cell
 602-314-6020 ex 413 office





3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
(608) 345-6370

Tracy, CA

Print-date: 2-3-2022

Hi Jessica
Here are the panels and the two doors for the homeless shelter complex

Price Breakdown

Code	Description	Qty / Unit
Doors & Frames	doors on the end of the complex	2
Wall Panels	tubing and metal from container to make panels in-between each container	4
labor	assemble and make all panels and door pack up and send with buildings	32
Miscellaneous	unforeseen	1

Total Price: \$6,727.00

The total price is \$6,727.00
We will construct the panels and door and pack them. They would be shipped with the other buildings. The price does not include install on site
Should you have any questions please give me a call
Thank you
Mark Pike
Linked Equipment LLC
480-56-5221

Signature: _____

Print Name: _____

Date: _____



3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
(608) 345-6370

Tracy, CA

Print-date:

3-1-2022

Dear: Jessica

Thank you for contacting us about the possibility of custom designing and building your 20' Laundry unit to suit your needs. Our process of custom transforming new one trip shipping containers into useful, efficient and sustainable structures is both environmentally responsible and practical. Shipping containers are extremely strong and durable with an indefinite lifespan. Our structures are designed and engineered to meet city and state building codes as well as conform to California building standards. In addition, the building is equipment with washers and dryers, laundry sinks. There is no subfloor installed on this building.

The HVAC system in these buildings is the Daikin mini split system the unit is highly efficient and has an estimated 30-year lifespan. (24,000 BTU)

The following is a list of materials and labor utilized for your 20' laundry unit:

Price Breakdown

Code	Description	Qty / Unit
CONTAINER - 20' - STANDARD - NEW	New one trip High Cube 20' container	1
#Customer Container Delivery	Phoenix to Tracy, CA	1
Transportation	Longbeach to Phoenix	1
Daikin Mini Split HVAC	Mini split system 24,000 BTU with one blower	1
Electric Panel	200 amp electrical panel with enough breakers to handle all the washer and dryers	1
Industrial metal man door	One industrial metal door 72" x 80"	1
Dome Lights	porch light	1
PAINT - EXTERIOR	five gallon of exterior paint customers choice of color	5
Metal	three sticks of two inch tubing to frame out door and exhaust fan	2
Light Switches	one light switches	1
GFI outlets	thirteen 110 volt receptacles	13
Exhaust Fans	Hampton Bay50 CFM Wall/Ceiling Mount Roomside Installation Bathroom Exhaust Fan, ENERGY STAR	1
Sink - Wall Mount - w/	BayAll-in-One 24.125 in. x 21.375 in. x 35 in. Stainless Steel Laundry Sink with	2

Faucet & Drain	Faucet and White Storage Cabinet Model# 1521US-24-262	
4' LED Light	two four foot LED lights	2
METAL - STUDS & TRACKING	metal studs and tracking to install walls	1
FiberGlass Insulation	R-19 insulation R 30 in ceiling	1
DRYWALL - 1/2-IN	1/2 sheetrock installed only	1
PLYWOOD - 1/2-IN SANDED	five sheet of plywood to laydown on floor	5
Rolled Flooring	Industrial rubber flooring five inches up the wall	1
labor	construction, plumbing, electrical, cutting, welding, painting	165
COSP - MATERIALS - Welding	Gas, copper, grinding pads, cutting wheels	1
Miscellaneous	unforeseen	1
Wall Panels (FRP)	Flat surface FRP	19
Wall Panel Moulding (FRP)	White to match the FRP	1
CLOTHES DRYER	LSEE5AGS173 Speed Queen Electric Stack Dryer TW01 Manual Control, 240/60/1 white	1
Floor Drain	Linear Floor drain	1
CLOTHES WASHER	LTEE5ASP175 Speed Queen Electric Stack washer and dryer TW01 Manual Control, 120-240/60/1	3
METAL - SQUARE - 2-IN	two 20' sticks of 2" tubing	2
Plumbing Materials	pex, pipe, fittings	1
Hose Rack	stainless steel hoses and dryer kit plus clamps	10
Flooring - Sub Floor	six inch sub floor	1
CLOTHES WASHER	LFNE5BSP115 Speed Queen Front Load washer TW01 Manual Control 120/60/1 white	1
CLOTHES DRYER	LDEE5BGS173 Speed Queen Front Load Electric Dryer	1

Total Price: \$67,081.31

The price with delivery is: \$67,081.31 this price includes the washer and dryer that client has picked out. We require 50% down payment before construction begins and the remaining balance is due once construction is complete and the building is set on the truck for delivery. Any expense incurred in such to move the building off the delivery trailer shall be incurred by the customer.

We can have the building built within four to ten weeks depending on how quickly the state of California take to approve plans.

This proposal's price and estimated delivery dates are only good for 30 days from the date of this proposal.

Please let us know if you have any question or would like to discuss additional building modifications to meet your specific needs.

Thank you

Mark Pike
Linked Equipment LLC
3454 East Illini Street
Phoenix, AZ 85040

EXHIBIT B – ANCILLARY SERVICES

Engineering, Design and Third-Party Permitting Services \$47,896.00

- See attached Page B – 2 for detailed description of Engineering and Design Services

Technical Support Services \$9,067.50

- See attached Page B – 4 for detailed description of Technical Support Services

Total Ancillary Services \$56,963.50



3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler, KPA GROUP
(608) 345-6370

Tracy, CA

Print-date: 4-4-2022

The following describes MEP engineering will be accomplished by Arbedili engineering, the structural will be accomplished by Dotec engineering and the third part inspector and submitting plans to the state of California will be Intertek Linked Equipment will coordinate all plans and have our draftsman draw all buildings up.
The following is a list of all services that will be needed to get the project approved.

Attached Files:

Price Breakdown

Code	Description	Qty / Unit
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the two 40' shower units	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the two 40' showers units	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the two 40' shower units	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the two 20' restrooms	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the two 20' restrooms	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the two 20' restroom units	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the one 20' Laundry unit & 20' Mechanical room	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the one 20' Laundry unit & 20' Mechanical room	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the 20' Laundry unit & 20' Mechanical room	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the one 40' storage and three 20' storage units	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the one 40' storage and three 20' storage units	1

Intertek 3rd party inspector third party inspectors, submitting engineering to the state of California for the one 40' storage and three 20' storage units

Draftsman Draftsman, designing, working with engineers and third party inspector

1

Total Price: \$47,896.00

The total price for these services is \$47,896.00

Once payment is received the following estimated times will happen:

Draftsman will take up to two weeks to get the drawing ready for engineering, once ready we will send a copy to you for final approval prior to sending them to engineering.

Submit drawings and any cut sheets to engineering, MEP will take about two weeks to get back, structural we should have prior to MEP.

Once we have engineering plans back we will submit to the third party inspectors they will take about a week to review and then submit to the state of California.

After the plans have been submitted to the state we can look forward to at least a month for the state to get back to us with red lines, on a job this size will take about a week to turn around the redlines.

Once the state receives the redlines we should get final approval within two weeks.

After the third party has inspected the drawings and has submitted to the state we should be in a good enough position to start the builds

Thank you

Mark Pike

Linked Equipment LLC

480-560-5221



TERMS OF SALE AGREEMENT

This Terms of Sale Agreement (Agreement) is between LINKED EQUIPMENT LLC and its affiliates (Manufacturer) and Purchaser (Customer), who each agree as follows:

1. **TERMS OF ALL SALES:** (a) All sales of Manufacturer's Products to Customer shall be made under and subject to the provisions of the Manufacturer's quotation, order acknowledgement, and this Agreement. (b) Unless otherwise established by Manufacturer, all sales will be due and payable before shipment. Deposits may be required. (c) All shipping expenses, such as freight, delivery charges etc. are the customer's responsibility. (d) Sales and use taxes, or fees of any kind, if any, shall be paid by Customer. (e) For any non-catalog items, Customer will furnish Manufacturer with specifications and Manufacturer will furnish Customer with a price quote. Unless otherwise stated on the quotation, all items quoted will be Manufacturer's standard design and materials and may represent an alternative to the item requested. It is the Customer's responsibility to determine the acceptability/reliability of the specifications delivered to Manufacturer and further, the use of the Product for the purposes of the end-user/customer before placing an order with Manufacturer. (f) All weights, gages, dimensions and tolerances for Manufacturer's Products will be subject to standard permissible variations as determined by the manufacturer. (g) No orders placed with Manufacturer will be delayed except as may be specifically agreed in writing at time of acceptance of order. If an order is delayed before manufacturing is complete it shall be subject to revised current pricing when it is released to proceed. If an order is partially or fully manufactured and delayed from shipping, the Customer agrees to pay storage fees of .2% (2/10ths of a percent) of the order price per day, and third-party storage fees if applicable. If there is shipping delay by the Customer, all invoices for the order must be paid immediately, periodic storage fees will be due on receipt, and any balance due must be paid in full before shipment. (h) Should an order be cancelled, the Customer shall be responsible to pay Manufacturer per its cancellation policy (see paragraph 6). Under no circumstance, shall the customer not pay for Manufacturer's work completed or purchases made for the order.
3. **CLAIMS AGAINST MANUFACTURER:** If the Customer believes it has a claim of any nature whatsoever against the Manufacturer, it shall give the Manufacturer written notice with detailed explanation and pictures, within ten (10) days of the occurrence of the event upon which the claim is based. See paragraph 14 for the required delivery method. In default of such notice and proper delivery, the claim is waived.
5. **PRODUCT LIABILITY:** (a) Manufacturer shall be responsible only for repairing manufacturing defects of the Product. Manufacturer shall not be liable for any damages or expenses caused directly or indirectly by Customer or third parties as a result of scheduling, delivery, construction, handling, installation, assembly,



3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler , KPA GROUP
(608) 345-6370

Tracy, CA

Print-date: 4-4-2022

Here is the proposal to send two technicians up to the site for three days, hotel, car , additional insurance and the City of Tracy business license.

Price Breakdown

Code	Description	Qty / Unit
Flights	air fair to SFO round trip	2
Labor - Off-Site	three days two technicians	48
Perdiem		6
Hotel room	two nights one room	2
Car rental	car rental	1
Insurance	general, auto workmans comp added top policy	1
Registration & Lic	city of Tracy lic	1

Total Price: \$9,067.50

DELIVERY TIMELINE**Exhibit "C" – Delivery Timeline**

Delivery will be determined when all conditions of the Purchase Agreement have been met. Delivery is typically 6-8 weeks, after all State approvals are received. Once the order is processed, Linked Equipment's Contract Manager will contact the City to coordinated shipping and Technical Consultant arrival dates

The Vendor will cooperate in coordinating the delivery schedule with the City and the City's Site Improvement Contractor.

PURCHASE PRICE

STRUCTURES AND ACCESSORIES	
STRUCTURES AND ACCESSORIES AS DESCRIBED IN EXHIBIT A: F.O.B. 370 W. ARBOR AVENUE, TRACY, CA, USA,	\$478,762.57
ANCILLARY SERVICES	
ENGINEERINGS, DESIGN, AND THIRD PARTY INSPECTIONS: As Described in Exhibit B	\$47,896.00
TECHNICAL SUPPORT SERVICES: AS Described in Exhibit B	\$9,067.50
TOTAL (NOT TO EXCEED)	\$550,000.00

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING AMENDMENT NO. 1 TO THE PROCUREMENT AGREEMENT WITH LINKED EQUIPMENT, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, TO INCREASE THE TOTAL COMPENSATION BY \$12,527, FOR A NOT-TO-EXCEED TOTAL OF \$563,027 FOR PREMANUFACTURED CUSTOMIZED CONTAINERS FOR THE TEMPORARY EMERGENCY HOUSING FACILITY, PHASE II SITE IMPROVEMENTS

WHEREAS, On December 21, 2021, pursuant to Resolution 2021-198, the City Council authorized the direct purchase of a total of 10 structures for the Temporary Emergency Housing Facility Project from Linked Equipment, LLC., (Vendor) Phoenix, AZ., and

WHEREAS, The City and vendor entered into an Agreement for Goods, Commodities, and Ancillary Services (Agreement) which was approved by the City Council on July 5, 2022, pursuant to Resolution 2022-099; and

WHEREAS, The proposed amendment to the Agreement reflects additional costs for labor and materials for emergency exit lighting, additional insulation required by California energy efficiency codes, floor drains, electrical equipment, and additional fixtures required to comply with California codes; and

WHEREAS, The mechanical room design, included in the Agreement, was sized for the Phase II occupancy of 68 residents and modifications to the mechanical room design are required to expand the capacity to serve the additional four (4) restroom and shower containers to provide permanent restroom and shower facilities for Phase IV; and

WHEREAS, On-site ancillary services for the installation of enclosure panels between the container units, planned to be provided by the vendor, have been removed from the Agreement, and included in the construction of the Phase II Site Improvements at the Temporary Emergency Housing Facility (TEHF) Project; and

WHEREAS, The Tracy Homelessness Advisory Committee heard this item on June 20, 2024 and recommended that the City Council adopt this proposed Resolution; and

NOW, THEREFORE, be it

RESOLVED: That the City Council for the City of Tracy hereby finds the actions approved by this resolution exempt from California Environmental Quality Act (CEQA) pursuant to Government Code section 8698.4 as provided for homeless shelters; and be it further

RESOLVED: That the City Council hereby authorizes the execution of Amendment No. 1

to the Agreement as reflected in Attachment 1, to include design services for modifications to the mechanical unit to meet increased capacity needs and additional costs related to code compliance, and to increase the total compensation by \$12,527, for a Not-to-Exceed amount of \$563,027.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the City Council on July 2, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Attachments:

- (1) Amendment No. 1 to Purchase Agreement-Linked Equipment, LLC.

**CITY OF TRACY
AMENDMENT NO. 1
TO THE PURCHASE AGREEMENT FOR GOODS, COMMODITIES, AND ANCILLARY
SERVICES WITH LINKED EQUIPMENT, LLC., PHOENIX, ARIZONA**

This Amendment No. 1 (**Amendment**) to the Purchase Agreement for Goods, Commodities, and Ancillary Services (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Linked Equipment, LLC. an Arizona Limited Liability Corporation (LLC) (**Vendor**). City and Vendor are sometimes referred to individually as “**Party**” and collectively as “**Parties**.”

Recitals

- A.** The City and -Vendor entered into a Purchase Agreement for Goods, Commodities, and Ancillary Services (Agreement) was approved by the City Council on July 5, 2022, pursuant to Resolution 2022-099.
- B.** The Agreement scope included the design, manufacture, and on-site ancillary services for of ten (10) customized containers to provide restrooms, showers, laundry, a mechanical room, and storage units for the Temporary Emergency Housing Facility, Phase II Site Improvements.
- C.** During the building code review of the Vendor’s final designs of the restroom, shower, and laundry units, it was determined that additional fixtures, emergency lighting and building materials were required to meet California Code requirements. The original cost proposals were based on a conceptual plan before code requirements had been fully identified. Additional costs for labor and materials for emergency exit lighting, additional insulation required by California energy efficiency codes, floor drains, electrical equipment, additional fixtures were required to be included to comply with California codes, are included in this Addendum.
- D.** On July 5, 2023, the City Council authorized the purchase of eight (8) custom container dormitories from the Vendor, pursuant to Resolution 2023-140, to be installed as part of the Phase IV interim facility improvements. Phase IV was opened in December of 2023, providing housing for an additional 38 individuals. The mechanical room design, included in the Agreement, was sized for the Phase II occupancy of 68 residents. Modifications to the mechanical room design are now required to expand the capacity to serve the additional four (4) restroom and shower containers required to provide permanent restroom and shower facilities for Phase IV.
- E.** On-site Ancillary Services for the installation of enclosure panels between the container units, planned to be provided by the Vendor, have been removed from the Agreement, and included in the construction of the Phase II Site Improvements at the Temporary Emergency Housing Facility (TEHF) Project.
- F.** This Amendment is being executed pursuant to Tracy Municipal Code Section 2.20.140 to include additional design services for modifications to the mechanical unit to meet the changed project site occupancy and additional costs related to code compliance, and the increase the total compensation by \$12,527, for a Not-to-Exceed amount of \$563,027.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. . **Incorporation by Reference.** This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. All capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement.

2. . **Terms of Amendment.**

- A. Section 1. of the Agreement is hereby amended by deleting the text of Section 1.1 and Section 1.2 in their entirety and substituting in place thereof the following underlined text:

GOODS. The City agrees to purchase, and the Vendor agrees to sell, the Goods as more specifically outlined and described in the attached Exhibit A, and incorporated by reference. The Goods shall comply with all of the standards and specifications outlined in Exhibit A.

SERVICES. The City also agrees to purchase from Vendor the services related to the installation or delivery of such Goods, as more specifically outlined and described in the attached Exhibit B-1 (Ancillary Services). Ancillary Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions.

- B. Section 3. of the Agreement is hereby amended by deleting the text of Section 3 in its entirety and substituting in place thereof the following underlined text:

PURCHASE PRICE. City shall pay Vendor on a fixed fee basis, at the fee amounts outlined in **Exhibit D-1**, attached and incorporated by reference. The purchase price will be broken down by price of the Goods, and the price of the Ancillary Services, with a total calculation at the end.

3.1 NOT TO EXCEED AMOUNT. Vendor's total contract amount, for the aggregate of the Goods and the Ancillary Services, under this Agreement shall not exceed \$563,345. No work shall be performed by Vendor in excess of the total contract amount provided in the section without the City's prior written approval.

3.2 INVOICES. Vendor shall submit invoices per the outlined schedule in Purchase of Goods and Ancillary Services in Exhibits A and B. Vendor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Vendor.

3.3 PAYMENT. Within 30 days after the City's receipt of the invoice, City shall make payment to the Vendor based upon the Goods and Ancillary Services described on the invoice and approved by the City."

- C. Exhibit A of the Agreement is hereby amended to include Exhibits A-8 and Exhibit A-11.
 - D. Exhibit B of the Agreement is deleted and replaced by Exhibit B-1.

E. Exhibit D of the Agreement is deleted and replaced by Exhibit D-1.

3. Effect of Amendment. This Amendment represents the complete and entire agreement and understanding between the parties and supersedes any prior agreement and understanding (written or oral) concerning the subject matter contained herein. Except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect. The parties hereto acknowledge and agree that the recitals set forth are true and correct, and are incorporated into this Amendment. This Amendment will not be binding until fully executed by the parties.

4. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

City of Tracy

Linked Equipment, LLC. (An Arizona LLC)

By: _____
Nancy Young
Title: Mayor

By: Mark Pike
Mark Pike
Title: President

Date: _____

Date: 06/12/2024

Attest:

By: _____
Adrianne Richardson, City Clerk

Approved as to form.

By: _____
Bijal Patel, City Attorney

Exhibits:

- A-8 CO-1 Restroom & Shower Fixtures
- A-9 CO-2 Mechanical Room Modifications
- A-10 CO-3 Credit for Enclosure Doors
- A-11 CO-6 Laundry Room Electrical Panel Size Change
- B-1 Ancillary Services
- D-1 Purchase Price



Printed: Mar 1, 2023
 3454 East Illini Street, Phoenix, AZ 85040
 Phone: 602-314-6020

Owner Invoice

Job Information

Jessica Tyler
 Tracy, CA

Invoice Title: Change Order #001

Invoice ID: 03012023

Invoice Amount: \$22,878.00

Pending/Released

Amount Paid: \$0.00

Items	Cost Types	Description	Qty/Unit	Unit Cost	Price
Flush Valves Pumps Valves and Tanks	Material	Flush valves for the six lavatories that are replacing tanks	6.00	\$232.50	\$1,395.00
Emergency Pull Cord w/ Strobe Emergency activation switch	Material	Emergency pull cord system w/ strobe alarm this was added by client	16.00	\$255.75	\$4,092.00
Vapor Seal Insulation Vapor Barrier insulation	Material	Vapor seal insulation for each container building in the complex this was added by engineers top meet the California new title 24 code	6.00	\$1,550.00	\$9,300.00
Floor Drains Floor Drain	Material	ZURN Floor Drain: 2 in Pipe Dia., Cast Iron, Polished Nickel Bronze, 6 1/4 in Ht this was added to each restroom it was not on original proposal	6.00	\$155.00	\$930.00
Lavatory Seat Cover Dispensers Dispensers	Material	Seat cover dispensers for the lavatories added by customer	6.00	\$77.50	\$465.00
Robe Hooks Hooks	Material	Coat Hook and Bumper added by customer	10.00	\$12.40	\$124.00
Automatic Soap Dispenser soap dispensers	Material	Touchless soap dispenser for ADA restrooms added by customer	6.00	\$37.20	\$223.20
Occupancy Deadbolt	Material	Double-Sided Deadbolt with Occupancy Indicator - ADA Compliant added by customer	16.00	\$164.30	\$2,628.80

Items	Cost Types	Description	Qty/Unit	Unit Cost	Price
HANDLE					
Emergency Lights emergency light	Material	Bug-Eye Emergency Exit Lights w/ Battery Back-Up added by engineering	16.00	\$232.50	\$3,720.00

Description of Invoice

Deadline Date:
Balance Due: \$22,878.00



Printed: Jun 10, 2024
3454 East Illini Street, Phoenix, AZ 85040
Phone: 602-314-6020

Change Order

Owner Info

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

370 W Arbor Ave
Tracy, CA

Change Order ID

0001

Tracy, CA - 40' Showers

CO ID	Created / Approved Date	Price
0001	Created: Aug 21, 2023 Pending...	\$682.00

Description

Mirrors
City of Tracy wanted mirrors in each shower room

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
full length mirrors Mirrors	Material	shatter proof mirrors for every room in the shower containers	10	\$68.20	\$682.00

Status	Signature	Date
Approved by: _____		___/___/___

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: \$682.00

CHANGE ORDER 1
RESTROOMS \$22,878.00
SHOWERS \$ 682.00
TOTAL CHANGE ORDER NO. 1 \$23,560.00



Printed: May 8, 2024
 3454 East Illini Street, Phoenix, AZ 85040
 Phone: 602-314-6020

Change Order

Owner Info

Jessica Tyler
 370 W Arbor Ave
 Tracy, CA 95304
 Phone: (608) 345-6370
 Cell: +12098316378

Job Info

370 W Arbor Ave
 Tracy, CA

Change Order ID

002

Tracy, CA - 20' Mechanical room

CO ID	Created / Approved Date	Price
001	Created: May 8, 2024	\$9,354.00

Description

Water Heaters Panel box & Rec Pump Upgrades

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Water Heaters Credit for two Hot Water Heater	Material	Credit for two Water Heaters	2	-\$2,650.50	-\$5,301.00
Water heater 120 gal Hot Water Heater	Material	Three 120 gal water heater	3	\$3,410.00	\$10,230.00
Labor: additional labor Labor - General	Labor	additional labor	10	\$93.00	\$930.00
Rec Pump Pump	Material	2400-45S-3P Taco 2400 Series Stainless Steel Circulating Pump according to the email shared dated 4/4/2024	1	\$1,402.50	\$1,402.50
Plumbing materials Plumbing Materials	Material	additional materials to install 3rd water heater and rec pump & upgraded panel box	1	\$1,550.00	\$1,550.00
Credit for 150Amp NEMA 3 Mechanical unit Electric Panel	Material	Credit given for the NEMA 3 electric panel which was supposed to be installed on Mechanical unit (Electrical and Janitor unit)	1	-\$930.00	-\$930.00

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
150Amp NEMA 1 panel for Mechanical Unit Electric Panel	Material	New 150 Amp NEMA 1 Electric panel to be installed inside the Mechanical Unit (Electrical and Janitor unit)	1	\$930.00	\$930.00
Expansion Tank Tanks	Material	Expansion tank needed in the mechanical room Its a rough estimate as the calculations are yet to be completed by DOTEK to give a correct size of expansion tank	1	\$542.50	\$542.50

Status	Signature	Date
Approved by: _____		___/___/___

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:

\$9,354.00



Printed: May 8, 2024

3454 East Illini Street, Phoenix, AZ 85040

Phone: 602-314-6020

Owner Info

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

Tracy, CA

Change Order ID

0003

Tracy, CA - Doors & Panels between containers

CO ID	Created / Approved Date	Price
0001	Created: May 8, 2024	-\$2,520.00

Description

Change Order for Doors and Panels

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Credit for Doors and Frames at the end of the 6 building complex Doors & Frames	Material		2	-\$900.00	-\$1,800.00
Credit for Labor Labor	Labor		12	-\$60.00	-\$720.00

Status**Signature****Date**

Approved by: _____

____/____/____

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:

-\$2,520.00



Change Order

Printed: May 8, 2024

3454 East Illini Street, Phoenix, AZ 85040

Phone: 602-314-6020

Owner Info

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

370 W Arbor Ave
Tracy, CA 95304

Change Order ID

0006

Tracy, CA - 20' Laundry Unit

CO ID	Created / Approved Date	Price
0001	Created: May 8, 2024	\$3,366.60

Description

Change Order Laundry Unit

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Credit for 200Amp Panel for Laundry Unit Electric Panel	Material	Credit for 200Amp panel for Laundry Unit included in the proposal	1	-\$1,550.00	-\$1,550.00
400Amp Electric Panel for Laundry Unit Electric Panel	Material	New 400Amp Panel to replace the old 200Amp panel	1	\$4,916.60	\$4,916.60

Status	Signature	Date
Approved by: _____		___/___/___

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:

\$3,366.60

EXHIBIT B-1 – ANCILLARY SERVICES

Engineering, Design and Third-Party Permitting Services – Page B-2	\$47,896.00
Change Order No. 5 Engineering, Design, and Third-Party Permitting Services for mechanical room capacity change – Page B-X	\$2,260.00
Total Engineering, Design and Third-Party Permitting Services	\$50,156.00
Technical On-Site Support Services – Page B-4	\$9,067.50
Change Order No. 4 – Per Memo Deletes Work for On-Site Services	\$(9,067.50)
Total Technical Support Services	\$ 0.00
Total Ancillary Services	\$50,156.00



3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler, KPA GROUP
(608) 345-6370

Tracy, CA

Print-date:

4-4-2022

The following describes MEP engineering will be accomplished by Arbedili engineering, the structural will be accomplished by Dotec engineering and the third part inspector and submitting plans to the state of California will be Intertek Linked Equipment will coordinate all plans and have our draftsman draw all buildings up.
The following is a list of all services that will be needed to get the project approved.

Attached Files:

Price Breakdown

Code	Description	Qty / Unit
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the two 40' shower units	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the two 40' showers units	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the two 40' shower units	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the two 20' restrooms	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the two 20' restrooms	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the two 20' restroom units	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the one 20' Laundry unit & 20' Mechanical room	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the one 20' Laundry unit & 20' Mechanical room	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the 20' Laundry unit & 20' Mechanical room	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the one 40' storage and three 20' storage units	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the one 40' storage and three 20' storage units	1

Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the one 40' storage and three 20' storage units	1
Draftsman	Draftsman, designing, working with engineers and third party inspector	1

Total Price: \$47,896.00

The total price for these services is \$47,896.00
Once payment is received the following estimated times will happen:
Draftsman will take up to two weeks to get the drawing ready for engineering, once ready we will send a copy to you for final approval prior to sending them to engineering.
Submit drawings and any cut sheets to engineering, MEP will take about two weeks to get back, structural we should have prior to MEP.
Once we have engineering plans back we will submit to the third party inspectors they will take about a week to review and then submit to the state of California.
After the plans have been submitted to the state we can look forward to at least a month for the state to get back to us with red lines, on a job this size will take about a week to turn around the redlines.
Once the state receives the redlines we should get final approval within two weeks.
After the third party has inspected the drawings and has submitted to the state we should be in a good enough position to start the builds
Thank you
Mark Pike
Linked Equipment LLC
480-560-5221





Printed: May 8, 2024

3454 East Illini Street, Phoenix, AZ 85040

Phone: 602-314-6020

Change Order**Owner Info**

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

Tracy, CA

Change Order ID

0005

Tracy, CA - Engineering & Drafting

CO ID	Created / Approved Date	Price
0005	Created: Apr 30, 2024	\$2,260.00

Description

Change Order for Engineering

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Credit for Keith's Work MEP engineering	Subcontractor	Credit for Keith's work offered by DOTec	1	-\$2,700.00	-\$2,700.00
Reworking Recirculation pump MEP engineering	Subcontractor	Reworking the recirculation pump, plumbing for all 6 units, adding expansion tank	1	\$4,960.00	\$4,960.00

Status

Approved by: _____

Signature**Date**

___/___/___

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:

\$2,260.00



3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler , KPA GROUP
(608) 345-6370

Tracy, CA

Print-date:

4-4-2022

Here is the proposal to send two technicians up to the site for three days, hotel, car , additional insurance and the City of Tracy business license.

Price Breakdown

Code	Description	Qty / Unit
Flights	air fair to SFO round trip	2
Labor - Off-Site	three days two technicians	48
Perdiem		6
Hotel room	two nights one room	2
Car rental	car rental	1
Insurance	general, auto workmans comp added top policy	1
Registration & Lic	city of Tracy lic	1

Total Price: \$9,067.50



City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

MAIN 209.831.6000
FAX 209.831.6120
www.ci.tracy.ca.us

Memorandum

Date: June 11, 2024
To: Mark Pike
Linked Equipment LLC.

From: Ilene Macintire, Senior Civil Engineer

Subject: Agreement Amendment and Deletion of On-Site Technical Services

Mark,

I am preparing an Amendment to the 2022 Agreement with Linked Equipment to address the changes that have occurred.

The City has included the installation of the enclosure panels and doors in the construction contract for the site improvements, so we will not need Linked Equipment staff to come to the site to do that installation. Therefore work included the Agreement for On-Site Technical Services will be deleted.

The Linked Equipment change orders all showed as No. 0001, so I have edited the numbers per the information below. I do not need Linked to provide corrected change orders.

Here are the items I am listed as changed in the Amendment:

Change Orders - Goods

CO-1	Restroom & Shower Fixtures	\$23,560.00
CO-2	Mechanical Room Capacity	\$9,354.00
CO-3	Credit For Enclosure Doors	-\$2,520.00
CO-6	Laundry Room Electrical Panel Size Change	\$3,644.34

Change Orders - Services

CO-4	Delete On-Site Ancillary Services	-\$9,067.50
CO-5	Engineering & Drafting Mechanical Room Capacity	\$2,260.00

PURCHASE PRICE

STRUCTURES AND ACCESSORIES	
STRUCTURES AND ACCESSORIES AS DESCRIBED IN EXHIBIT A: F.O.B. 370 W. ARBOR AVENUE, TRACY, CA, USA,	\$512,871.00
ANCILLARY SERVICES	
ENGINEERINGS, DESIGN, AND THIRD PARTY INSPECTIONS: As Described in Exhibit B-1	\$50,156.00
TECHNICAL SUPPORT SERVICES: AS Described in Exhibit-B - Deleted from Agreement	\$0.00

TOTAL (NOT TO EXCEED)**\$563,027.00**