

PUBLIC IMPROVEMENT AGREEMENT
FOR RODEO MARINA SEWER EXPANSION
(Rodeo Sanitary District)

This Public Improvement Agreement for Rodeo Marina Sewer Expansion (the "Agreement") is entered as of December 14, 2010 (the "Effective Date") by and between the Contra Costa County Redevelopment Agency, a public body, corporate and politic (the "Agency") and the Rodeo Sanitary District (the "District")(individually a "Party" and collectively the "Parties"), based on the following facts, understandings, and intentions of the parties:

RECITALS

A. Pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.; the "Redevelopment Law"), Contra Costa County (the "County") adopted and the Agency is responsible for implementing, among other redevelopment plans, the Redevelopment Plan (the "Redevelopment Plan") for the Rodeo Redevelopment Project Area (the "Rodeo Project Area"), by Ordinance No. 90-50 adopted on July 10, 1990, and amended by Ordinance No. 94-66, adopted on December 6, 1994; Ordinance No. 99-08, adopted on February 23, 1999; and Ordinance No. 2002-16, adopted on May 21, 2002.

B. The Redevelopment Plan found that blighting conditions in the Rodeo Project Area include lack of curbs, gutters, and sidewalks, inadequate drainage facilities, poor traffic and circulation patterns, inadequate infrastructure and public improvements, and an overall atmosphere and appearance of neglect. The Redevelopment Plan includes the express goals: (i) to provide public and community facilities where lacking, or upgrading where inadequate; and (ii) to provide other infrastructure improvements, including drainage improvements and utility upgrading.

C. To assist in implementing the Redevelopment Plan and the County's other redevelopment plans, the Agency adopted a five-year implementation plan (the "Implementation Plan") pursuant to Section 33490 of the Redevelopment Law. The Implementation Plan includes the goals of improving community amenities and the initiation of development planning processes for specific reuse sites in the Rodeo Project Area. The Implementation Plan sets forth the following program activities to achieve the goals of the Redevelopment Plan: "complete a marina revitalization study," and "continue to pursue waterfront improvements agreements with local agencies."

D. The approximately 12.8 acre Rodeo Marina site, formerly known as Bennett's Marina, is owned by Rodeo LLC, a California limited liability company ("Rodeo LLC"), and is an integral part of the Rodeo Project Area's waterfront. Rodeo LLC, intends to renovate and expand the existing Rodeo Marina facilities to accommodate multiple uses, which could include: a restaurant, marine repair facility, boat docks, boat storage, boat launch, a new harbor master building, lodging, mixed use commercial, and public access. The restoration of the Rodeo Marina would stimulate redevelopment activities in the waterfront area by expanding the existing uses at the site, thus eliminating blighting conditions in the Rodeo Project Area.

E. The Rodeo Marina is in need of capital improvements in order create a redevelopment catalyst site within the Rodeo Project Area. Without such rehabilitation and upgrading, the task of redevelopment of the Rodeo Project Area will be impeded and remain infeasible. The District lacks the capital resources to fund the design and construction of the Sewer Improvements (defined in Section I.1(a) below) required to redevelop the Rodeo Marina.

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F. Pursuant to Section 33445 of the Redevelopment Law, the Agency is authorized to pay all or a part of the cost of the installation and construction of any building, facility, structure, or other improvement that is publicly owned and is located inside or contiguous to the Rodeo Project Area. The Parties entered into that certain Public Facilities Design Funding Agreement, dated as of December 15, 2009 (the "Grant Agreement") under which the Agency provided a public facility design grant to the District in an amount not to exceed Fifty Thousand Dollars (\$50,000) (the "Public Facility Design Grant") to pay for the costs associated with the initial studies for the design of necessary public improvements pursuant to the Study Program, Exhibit A of the Grant Agreement. The District successfully completed the tasks under the Study Program as evidenced by the completion of the Rodeo Sanitary District Technical Memorandum Marina Development Analysis (the "Technical Memorandum").

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G. The Parties subsequently entered into that certain First Amendment to Public Facilities Design Funding Agreement, dated as of September 24, 2010, the purpose of which was to allow the District to utilize up to Ten Thousand Dollars (\$10,000) of unexpended Public Facility Design Grant funds to expand the Study Program and pay the costs associated with the necessary steps to annex the Rodeo Marina into the District's sphere of influence pursuant to the requirements of the Contra Costa Local Agency Formation Commission ("LAFCO Process"). At the time of this Agreement, the District has begun the LAFCO Process and anticipates that the LAFCO Process will be completed no later than September 24, 2012.

+ <950K
H. To implement the Redevelopment Plan in a manner consistent with the Implementation Plan, and to further the parties' mutual objectives for the rehabilitation and upgrading of public improvements in Downtown Rodeo and the Rodeo Marina and in furtherance of the elimination of blight in the Rodeo Project Area, the Agency now desires to make an additional grant to the District in an amount not to exceed Nine Hundred Fifty Thousand Dollars (\$950,000) (the "Infrastructure Grant") to pay for the costs of designing and constructing the Sewer Improvements and to complete the Infrastructure Program (defined in Section I.1(d) below).

I. On August 12, 1997 by Board of Supervisors Resolution No. 97/417, the County adopted Specific Plan SP#95-002, along with that approval the County certified the Environmental Impact Report #1995033059 (the "EIR"). The County adopted Mitigation Monitoring Program Rodeo Downtown/Waterfront Specific Plan, which identified mitigation measures to be implemented under the EIR including Impact 3.2-2 that encouraged the District and the Agency to work out an agreement regarding financing improvements of the sewer collection system, similar to those proposed under this Agreement. The County recently conducted an Initial Study to determine the environmental impacts of the Sewer Improvements and has determined that no additional environmental review is necessary because no new effects will occur and no new mitigation measures would be required and pursuant to 14 California Code of Regulations Section 15162: (i) there are no substantial changes in the proposed project

which will require major revisions of the EIR, (ii) there are no new significant environmental effects or substantial changes in the severity of previously identified significant effects; and (iii) there is no new information of substantial importance, which was not known and could have been known with the exercise of reasonable diligence at the time the EIR was certified. The EIR has served as the environmental documentation pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) ("CEQA") for the activities proposed to be undertaken under this Agreement.

NOW, THEREFORE, the District and the Agency agree as follows:

ARTICLE 1 FUNDING AND IMPLEMENTATION OF THE PUBLIC IMPROVEMENTS

Section 1.1 Sewer Improvement and Infrastructure Program.

(a) Technical Memorandum. The Technical Memorandum evaluated the feasibility of various alternate sewer designs to connect the Rodeo Marina to the District's sanitary sewer collection system. The Parties agree that the Sewer Improvements to be designed and constructed under the terms of this Agreement will be chosen from one of the two alternatives listed in this Section 1.1. The feasibility of the design alternatives depends on the location and depth of existing utilities along the proposed alignment. At such time as the District is able to verify the location and depth of the existing utilities along the proposed alignment, the District shall notify the Agency in writing specifying the location of the existing utilities and recommending the District's preferred design alternative. Not later than seven (7) working days from the date of receipt of the notice from the District, the Agency and the District will meet and confer to discuss and analyze which of the design alternatives will be implemented. The Parties agree and acknowledge that the Agency's Redevelopment Director is authorized to evaluate the data provided to the Agency by the District and has the sole discretion in choosing which of the two design alternatives will be constructed. The design alternative chosen by the Agency's Redevelopment Director in consultation with the District's Engineer-Manager, will constitute the "Sewer Improvements."

(b) Alternative 1. Alternative 1 consists of using a trenchless method (horizontal directional drilling, jack and bore, microtunneling) to construct an 8-inch gravity line that flows from the Marina, under the Southern Pacific Railroad tracks, turns east on San Pablo Avenue, and connects to the District's collection system at MH28. The existing 6-inch sewer between MH28 and MH317 will be increased to 8-inches, or a new 8-inch gravity sewer will be installed to conform to District standards. A new 8-inch sewer will continue from MH317 to the District's main pump station (MH5000). Alternative 1 is further described in the Technical Memorandum.

(c) Alternative 2. Alternative 2 consists of constructing a new pump station at the Marina. A new 6-inch force main will carry the flow under the Southern Pacific Railroad Tracks and discharge to the District's collection system at MH498 on San Pablo Avenue. The existing 6-inch sewer between MH498 and MH317 will be increased to 8-inches utilizing the

approach described for Alternative 1. Also, like Alternative 1, construction methods for the railroad crossing will consist of a trenchless method.

(d) Infrastructure Program. In addition to the work to be performed under Section 1.1(a) above, the attached Exhibit A sets forth the specific "Scope of Work" that constitutes the work to be performed under this Agreement and is incorporated in this Agreement by this reference. The Sewer Improvement and the Scope of Work are hereinafter referred to as the "Infrastructure Program".

Section 1.2 Agency Grant.

(a) Amount of Grant. Subject to the terms and conditions of this Agreement, the Agency hereby grants to the District, and the District hereby accepts from the Agency, the Infrastructure Grant in an amount not to exceed Nine Hundred Fifty Thousand Dollars (\$950,000) for use by the District to pay the costs of designing and constructing the Sewer Improvements and implementing the Infrastructure Program.

The Agency anticipates and the District acknowledges that some or all of the Grant Monies will be obtained through the issuance of tax allocation bonds, the interest on which will be exempt from income taxation under federal and/or state law (the "Bonds"). The District hereby subordinates its right to payment of the Grant Monies to any obligation the Agency may incur to make payments with respect to the Bonds so long as sufficient proceeds of the Bonds are made available as Grant Monies or the Agency makes other arrangements reasonably satisfactory to the District to make available the Grant Monies. The District shall execute any instrument reasonably required by the Agency to evidence the foregoing subordination.

(b) Payments For Design and Construction of the Sewer Improvements. Following execution of this Agreement, the District may submit monthly requests for payment of Infrastructure Grant funds for work performed to design and construct the Sewer Improvements and implement the Infrastructure Program. Each request will set forth the amount of Infrastructure Grant funds requested and will be accompanied by documentation reasonably acceptable to the Agency evidencing that the District has expended funds or incurred costs for design and construction of the Sewer Improvements and implementation of the Infrastructure Program upon which the amount of the request is based. The Agency shall pay the requested amount of Infrastructure Grant funds within thirty (30) days of receipt of the applicable request provided that the request and accompanying documentation reasonably evidence that the District has expended funds or incurred costs for design and construction of the Sewer Improvements or to implement the Infrastructure Program upon which the request is based and that the Agency has not previously made a payment to the District with respect to such expended funds or incurred costs.

Section 1.3 Use of the Infrastructure Grant Monies.

The District shall use the Infrastructure Grant exclusively for the design and construction of the Sewer Improvements and to implement the Infrastructure Program in accordance with the terms and conditions of this Agreement. To the extent the Infrastructure Grant funds are derived from proceeds of the Bonds, it will be the responsibility of the District to assure that such Infrastructure Grant funds are used as authorized by the terms of the Bond issue and applicable

law. For such purpose, the District shall promptly provide the Agency documentation reasonably required to demonstrate to the Agency that the Infrastructure Grant funds will be and/or have been so used, and that such use will not result in loss of the federal or state income tax exemption for the interest on the Bonds. Additionally, this Agreement will be interpreted and will be deemed amended so as to be in all respects in compliance with the terms of the Bond issue and all applicable law as such law may change from time to time.

Section 1.4 Approved Budget.

(a) The District and the Agency have reviewed the Infrastructure Program, as set forth in Section 1.1 and in Exhibit A, and have agreed that the "Approved Budget" for the Infrastructure Program will be:

(1) If, pursuant to the terms set forth in Section 1.1, Alternative 1 is selected, then the Approved Budget will equal approximately Six Hundred Sixty-Four Thousand Dollars (\$664,000); or

(2) If, pursuant to the terms set forth in Section 1.1, Alternative 2 is selected, then the Approved Budget will equal approximately Nine Hundred Fifty Thousand Dollars (\$950,000).

(b) The District shall contract for the Infrastructure Program to be completed in conformance with the Approved Budget. The District shall notify the Agency in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the Infrastructure Program. A written change order authorized by the Agency must be obtained before any of changes, additions, or deletions in the Infrastructure Program may be performed. Agency shall utilize best efforts to within five (5) working days approve or disapprove any additions, changes, or deletions to the work under the Infrastructure Program and under the Approved Budget. To the extent the additions, changes, or deletions to the Infrastructure Program and Approved Budget exceeds the aggregate amount of the Infrastructure Grant, then the Agency shall not be required to provide its approval until the requirements of Section 1.5 have been satisfied.

Section 1.5 Additional Funds To Complete; Modification of Infrastructure Program.

If the cost of the Infrastructure Program, as set forth in Section 1.1 and Exhibit A, exceeds the aggregate amount of the Infrastructure Grant, the Agency and the District shall meet and confer in good faith for a period not to exceed thirty (30) days to determine if a feasible and mutually acceptable alternate arrangement can be made to continue with the Infrastructure Program.

Section 1.6 Completion.

The District shall diligently and continuously prosecute to completion the Infrastructure Program in accordance with the Project Schedule attached hereto as Exhibit B, incorporated herein by this reference, but in no event later than March 31, 2012.

Section 1.7 Reports.

The District shall promptly provide such progress and status reports as the Agency may reasonably request from time to time concerning the design and construction of the Sewer Improvements and implementation of the Infrastructure Program.

ARTICLE 2
GENERAL PROVISIONS

Section 2.1 Notices. Any notice or communication required to be given under this Agreement by a party will be in writing, and may be given either personally, by facsimile transmission, by reputable overnight courier or by registered or certified mail, return receipt requested. If delivered by registered or certified mail, a notice will be deemed to have been given and received on the first to occur of: (a) actual receipt by an addressee designated below as a party to whom notices are to be sent; or (b) five (5) days after the registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If delivered personally, by facsimile transmission or by overnight courier, a notice will be deemed to have been given when delivered to the party to whom it is addressed. A party may at any time, by giving ten (10) days written notice to the other party pursuant to this Section 2.1, designate any other address in substitution of the address to which such notice or communication will be given.

Notices will be given to the parties at their address set forth below:

Agency:	Redevelopment Agency of Contra Costa County 2530 Arnold Drive, Suite 190 Martinez, California 94553 Attention: James Kennedy (Redevelopment Director)
District:	Rodeo Sanitary District 800 San Pablo Avenue Rodeo, CA 94572 Attention: Steven S. Beall, P.E. (Engineer-Manager)

Section 2.2 Non-Liability of Officials. No member, official, employee or agent of the Agency shall be personally liable to the District, or any successor in interest, in the event of any default or breach by the Agency for any amount which may become due to the District or successor or on any obligation under the terms of this Agreement. No member, official, employee or agent of the District shall be personally liable to Agency, or any successor in interest, in the event of any default or breach by the District for any amount which may become due to the Agency or successor or on any obligation under the terms of this Agreement .

Section 2.3 Actions of the Parties. Except as otherwise provided in this Agreement , whenever this Agreement calls for or permits a party's approval, consent, or waiver, the written approval, consent, or waiver of the Agency's Redevelopment Director or the District's Engineer-Manger (or their respective designees) shall constitute the approval, consent, or waiver of the Agency and the District, respectively, without further authorization required from the governing

board of the party; provided, however, that the person vested with such authority may seek such further advice or authorization from the applicable governing board when she/he deems it appropriate.

Section 2.4 Indemnification. The District shall indemnify, defend (with counsel reasonably chosen by the Agency, at the Agency's option), and hold the Agency and its employees, officers, agents and boardmembers harmless against all claims which arise out of or in connection with the District's performance of its obligations under this Agreement. This indemnity will not extend to any claim arising solely from the Agency's failure to perform its obligations under this Agreement. The provisions of this Section 2.4 will survive any termination of this Agreement.

Section 2.5 Nondiscrimination In Performance of Agreement.

In satisfaction of Health and Safety Code Sections 33435 and 33436, the District shall prohibit, during the construction of the Sewer Improvements, all discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the hiring, firing, promoting or demoting of any person engaged in the construction work, nor will the District or any person claiming under or through the District establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Property.

Section 2.6 No Third Party Beneficiaries. No person or entity other than the Agency, and the District and their permitted successors and assigns, shall have any right of action under this Agreement.

Section 2.7 State Law. This Agreement, and the rights and obligations of the parties hereto, will be construed and enforced in accordance with the laws of the State of California.

Section 2.8 Compliance With Legal Requirements.

(a) District shall cause all work performed in connection with the Infrastructure Program to be performed in compliance with: (1) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, including (without limitation and where applicable) the prevailing wage and other requirements of Sections 1770 et seq., of the California Labor Code and implementing rules and regulations, (2) the provisions of Agency Resolution 88-9 setting forth the Agency's local policy regarding the payment of prevailing wages, (3) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction, (4) all applicable competitive bidding laws, and (5) federal and state laws and regulations required to be observed to maintain the tax-exempt status of the Bonds (to the extent Infrastructure Grant funds are derived from the proceeds of the Bonds). The work will proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the District shall be responsible to the Agency for the procurement and

maintenance thereof, as may be required of the District and all entities engaged in work on the Sewer Improvements.

(b) The District shall ensure that the contractor and any subcontractors will pay prevailing wages for construction of the Sewer Improvements as those wages are determined by Labor Code Sections 1720 et seq., to employ apprentices as required by Labor Code Sections 1777.5 et seq., and to comply with implementing regulations of the Department of Industrial Relations ("DIR"), and the construction will otherwise comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR. The District shall also ensure that all contractors and subcontractors constructing the Sewer Improvements will keep and retain records as are necessary to determine if prevailing wages have been paid and apprentices employed as required. Copies of the currently applicable current per diem prevailing wages are available from the DIR. During construction of the Sewer Improvements, the Contractor shall post at the Property the applicable prevailing rates of per diem wages for construction of the Sewer Improvements.

(c) The District shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Agency) the Agency against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the District, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the construction of the Sewer Improvements or any other work undertaken or in connection with the Property. The requirements in this subsection will survive Termination of this Agreement.

Section 2.9 Records.

The District shall maintain complete and accurate financial accounts, documents and records with respect to the performance of its obligations under this Agreement, and will make same available to the Agency's authorized agents in electronic form and/or for copying and auditing upon reasonable prior notice. Such accounts, documents and records will be retained by the District for at least three (3) years following completion of the Study Program. The Agency may (but need not) proscribe reasonable forms or formats for the keeping of such records.

Section 2.10 Inspection of Documents.

During the regular office hours and upon reasonable prior notice, the Agency may, by its duly authorized representative, have the right to inspect and make copies of any books, records or reports of the District pertaining to this Agreement.

Section 2.11 Additional Acts.

The parties each agree to take such other and additional action and execute and deliver such other and additional documents as may be reasonably requested by the other party for purposes of consummating the transactions contemplated in this Agreement.

Section 2.12 Litigation Regarding Agreement Validity.

In the event litigation is initiated attacking the validity of this Agreement, each party will in good faith defend and seek to uphold the Agreement.

Section 2.13 Litigation Between Parties.

Should a party institute legal proceedings for the interpretation or enforcement of this Agreement, the party prevailing therein will be entitled to recover its reasonable attorneys' fees and costs from the losing party. It is not necessary for recovery that the prevailing party prevail in each and every of its claims; rather the court will, in its discretion, apportion attorneys' fees based on the extent to which the prevailing party prevailed and the losing party lost.

Section 2.14 Entire Agreement; Modification.

This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior or contemporaneous agreements, representations and understandings of the Parties. This Agreement cannot be amended or modified except by written agreement of the Parties.

Section 2.15 Separate Rights and Obligations.

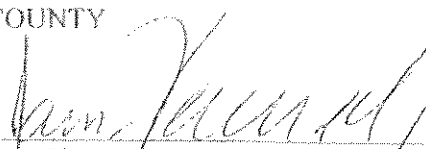
Nothing in this Agreement will affect in any way the separate rights and obligations of the District and Rodeo LLC under any separate agreements or arrangements between the District and Rodeo LLC with respect to the use, operation, management and maintenance of the Rodeo Marina.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth in the opening paragraph of this Agreement .

REDEVELOPMENT AGENCY OF CONTRA
COSTA COUNTY

By:


James Kennedy
Redevelopment Director

Attest:

RODEO/SANITARY DISTRICT

By:


Steven S. Beall, P.E.
Engineer-Manager



EXHIBIT A

INFRASTRUCTURE PROGRAM

Together with the Sewer Improvements referenced in Section 1.1, the "Infrastructure Program" will consist of the following items, which the District, or its agents, must complete within the term set forth in Section 1.5 of the Agreement:

Task 1 – Project Management and Administration

The District, or the District's agent, shall provide project management and administration necessary to maintain the project schedule and budget. Activities will include the following:

Task 1.1 – Project Management.

- Management and coordination of design team activities and subconsultants; and
- Prepare and monitor progress schedule for all phases of the work with significant milestones for design and bidding.

Task 1.2 – Meetings.

- Organize and coordinate a kickoff meeting and two (2) design review meetings.

Including the following deliverables:

- Agenda, meeting handouts, and minutes for kickoff and two (2) design review meetings; and
- Monthly schedule updates.

Task 2 – Information Collection

Task 2.1 – Utility Investigation.

The location of existing utilities will be investigated as described below:

- Contacting existing utilities to request available record drawings;
- Non-invasive subsurface investigation for key areas of the alignment near the railroad. Ground penetrating radar or electronic detection methods will be used; and
- Conducting up to ten (10) potholes near the railroad crossing and along the proposed alignment. USA (Utility services alert) for existing utilities will be requested as part of the potholing efforts. The District or the District's agent shall obtain necessary easements or encroachment permits to conduct potholing efforts.

Task 2.2 – Field Survey.

Field surveys will be performed with the goal of providing base maps for the project area at 1" = 20' scale. Legal descriptions of properties in the project area will also be prepared for the

purpose of obtaining easements and necessary permits. The base maps will include the following information:

- Topographic information with one foot contours;
- Horizontal and vertical control points based on an appropriate coordinate system and datum for the project;
- Rim and invert elevation of all sewer and storm drain facilities within the project area;
- Position and depth of all identified existing utilities. Information collected from utility locate activities will be incorporated into the background drawings; and
- Property boundaries and right of ways will be identified and sufficient monumentation to establish the relationship of said boundary and right of way to topographic mapping. Construction and permanent easements will be shown on background drawings.

Task 2.3 – Geotechnical Investigations.

This task includes collecting appropriate subsurface information and developing geotechnical engineering recommendations for the design of the pump station and force main. Key activities include:

- Obtain encroachment permits and drilling permits;
- Drill five (5) borings and conduct laboratory analysis of samples; and
- Prepare geotechnical report including recommendations for pump station foundation, open-cut trenching and excavations, tunneling under the railroad, and pipe bursting along San Pablo Avenue.

Including the following deliverables:

- Legal descriptions of properties in project area;
- 1" – 20' scale base maps showing topographic survey data, control points with permanent and construction easements, and all information collected from utility locate efforts; and
- Draft and final geotechnical report.

Task 3 – Preliminary Design

Contract for the preparation of a preliminary engineering report that includes the final horizontal alignment, material selection, and evaluation of construction methodologies and trenchless technologies to be used. The District shall submit a draft report for review by the Agency. A final report will be provided incorporating comments received by the Agency. The preliminary design will include the following elements:

- Verify proposed alignment with detailed study including topographic surveys, geotechnical investigations, utility research, and constructability;
- With assistance from subconsultant, the District or the District's agent shall prepare a geotechnical investigation report including a benchtop analysis of geological and geotechnical issues. The feasibility of various trenchless technologies to be considered for crossing the railroad will be considered. In addition, pipe bursting existing sewer pipe

will also be discussed. Necessary encroachment permits will be obtained by the District or the District's agent for subsurface investigations:

- Prepare preliminary plan and profile drawings for the pipeline. Adjacent utilities will be shown on the plan. Existing crossing utilities will not be shown on the profile view until the proposed alignment is finalized; and
- Prepare preliminary construction cost estimate.

Including the following deliverables:

- Draft and final report including preliminary plan and profile sheets; and
- Preliminary construction cost estimate.

Task 4 – Final Design

Prepare 90% and final construction bid documents for the proposed project. Key elements of the 90% submittal will include:

- Construction documents including plans and profile drawings, construction details, and specifications;
- The plans will include property lines, existing utilities, and general project features;
- Construction cost estimate;
- Construction schedule; and
- Construction staging requirements and plans, which address the handling of traffic during construction.

The 90% documents will be revised and updated to incorporate applicable comments received by the Agency.

Including the following deliverables:

- 90% plans, specifications, and cost estimate. Five (5) copies of drawings will be delivered half-size (i.e. 11" x 17");
- Stamped, signed, and dated final plans (half-size) and specifications (three (3) copies);
- Final construction cost estimate and detailed construction schedule; and
- Electronic files of final plans, specifications, cost estimate, and project schedule in pdf. format.

Task 5 – Construction of Improvements

The District shall construct or cause the construction of the Sewer Improvements pursuant to Section 1.1 of the Agreement.

Task 6 – Right of Way and Easement Permitting (Optional)

It is anticipated that easements and multiple right of way permits will be needed as the proposed alignment will pass through property owned by the Southern Pacific Railroad, East Bay Regional Parks District, Contra Costa County, and Caltrans. This task includes preparing permit applications and supporting documents for obtaining easements from these four agencies. Specific activities include:

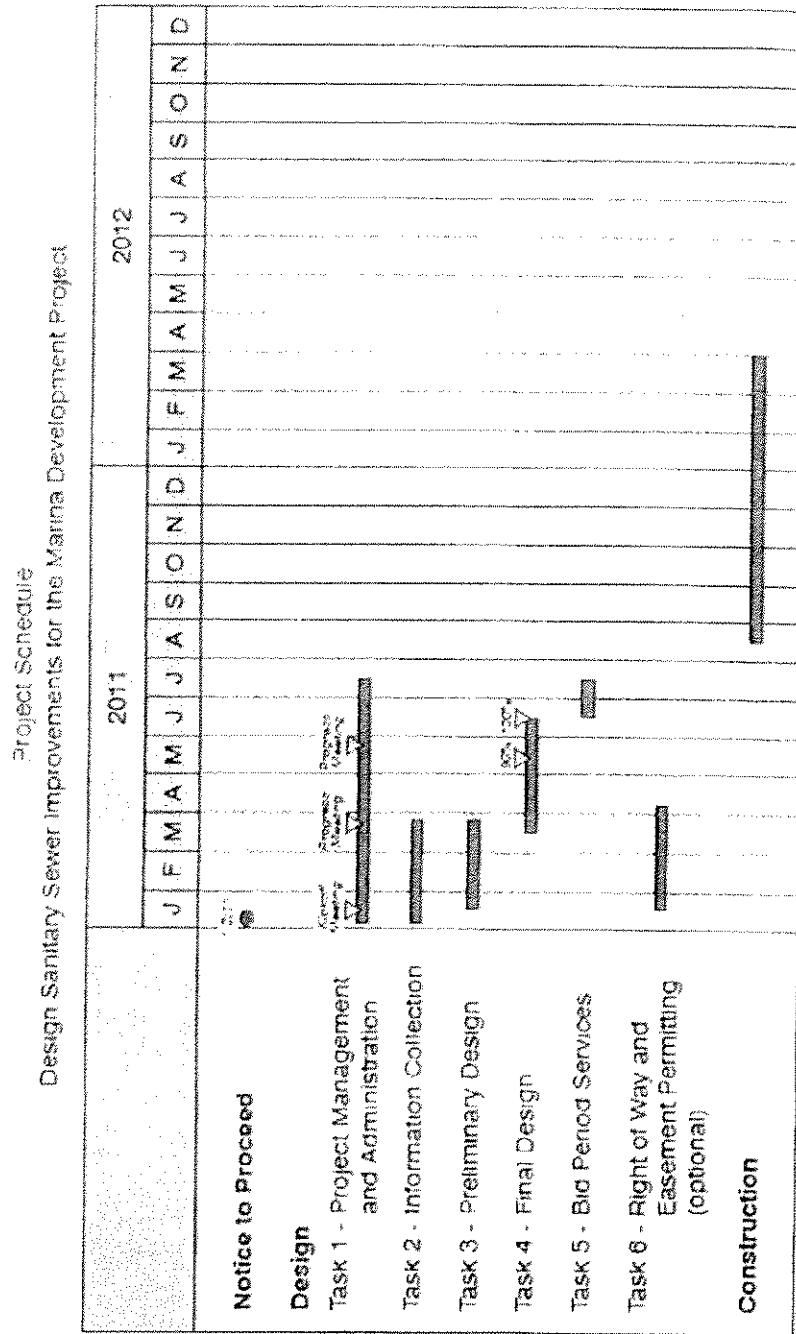
- Being responsible for submitting permit application;
- Provide necessary project description including legal description, plans, and other supporting documentations;
- Respond in writing to all questions and comments raised by the permitting agencies;
- Provide copies of questions and draft responses to County for approval prior to submittal to the agencies; and
- Incorporate final permit requirements in bid documents.

Including the following deliverables:

- Permit applications with all necessary supporting documents for Southern Pacific Railroad, East Bay Regional Parks District, Contra Costa County, and Caltrans; and
- Final permits.

EXHIBIT B

PROJECT SCHEDULE



Rodeo Sanitary District

Resolution NO. 2010-05

Whereas, the Rodeo Sanitary District Board of Directors finds that it is in the best interest of the citizens of Rodeo that the District cooperate with the Contra Costa County Redevelopment Agency (Agency) by entering into a Public Improvement Agreement For Rodeo Marina Sewer Expansion necessary for the implementation of the Agency's redevelopment plans for the Rodeo Redevelopment Project Area as adopted by Ordinance No. 90-50 on July 10, 1990, adopted on February 13, 1999; and Ordinance No. 2002-16 on May 21, 2002.

Whereas, the Rodeo Sanitary District does not have the means to finance the Infrastructure Program or have the necessary funds in the District's general fund to complete the Infrastructure Program;

Now therefore it is resolved that:

The District's Engineer-Manager shall be and is authorized to enter into the Public Improvement Agreement For Rodeo Marina Sewer Expansion provided a cap on spending no more than \$950,000.00 is established in the agreement and that the Rodeo Sanitary District not be liable for any costs.

Dated: December 14, 2010

AYES: 4
NOES: 0
ABSENT: 1
ABSTENTION: 0


Barbara Russey, President


Michael Carlson, Secretary of the Board