

CONTRACT AMENDMENT AGREEMENT
(Purchase of Services – Long Form)

Number: F4613002
Fund/Org: 4500
Account: 2310
Other: 6X5028

1. **Identification of Contract to be Amended.**

Number: F4613002
Effective Date: November 1, 2017
Department: Public Works
Subject: South Pleasant Hill Properties (1700 Oak Park Blvd.)

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Bates Stringer – Oak Park, LLC
Capacity: Limited Liability Company
Address: 875 Orange Blossom Way, Danville, CA

3. **Amendment Date.** The effective date of this Contract Amendment Agreement is January 1, 2018.

4. **Amendment Specifications.** The Contract identified above is hereby amended as set forth in the “Amendment Specifications” attached hereto which are incorporated herein by reference.

5. **Signatures.** These signatures attest the parties’ agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

<p>BOARD OF SUPERVISORS</p> <p>By: _____ Chair/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By: _____ Deputy</p>
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CONTRACTOR

<p>Signature A Name of business entity: BATES STRINGER – OAK PARK, LLC</p> <p>By:  (Signature of individual or officer)</p> <p><u>SCOTT L STRINGER MANAGER</u> (Print name and title A, if applicable)</p>	<p>Signature B Name of business entity: BATES STRINGER – OAK PARK, LLC</p> <p>By: _____ (Signature of individual or officer)</p> <p>_____ (Print name and title B, if applicable)</p>
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Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

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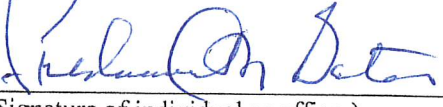
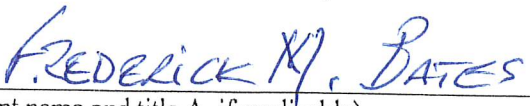
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ACKNOWLEDGMENT


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

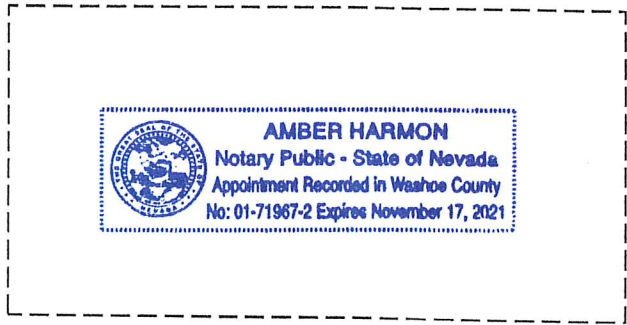
STATE OF ~~CALIFORNIA~~ Nevada
Washoe)
COUNTY OF ~~CONTRA COSTA~~)

On July 17, 2018 (Date), A/H
before me, ~~Frederick M. Bates~~ Amber Harmon, Notary Public (Name and Title of the Officer),
personally appeared, Frederick M. Bates

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- a. \$ monthly, or
- b. \$ per unit, as defined in the Service Plan, or
- c. \$ after completion of all obligations and conditions herein.
- d. Other: As specified in Appendix "A" of the Service Plan.
2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: SLS
Contractor

County Dept.

Amendment Specifications
Bates-Stringer – Oak Park, LLC

(Amendment No. 1)

The contract between Contra Costa County and Bates String – Oak Park, LLC dated November 1, 2107 hereby amended as follows:

1. In consideration for the performance of the additional services described on the attached Service Plan Outline, the contract is amended to increase the payment limit by \$275,000 to a total contract payment limit of \$1,550,000.
2. The original Service Plan Outline, and the Strategic Plan attached to it as Exhibit A, are hereby replaced with the Service Plan Outline attached hereto, which includes the Strategic Plan attached to it as Exhibit A.

SERVICE PLAN OUTLINE
Bates – Stringer – Oak Park, LLC

(Amendment No. 1)

I. Project Description

- A. The County, with the assistance of the Contractor, has prepared a Strategic Plan Amendment dated June 14, 2018, that relates to real property located in Pleasant Hill (the “Strategic Plan”). The Strategic Plan (including Appendix A and Appendix B) is attached as Exhibit A.
- B. The Strategic Plan identifies three potential projects on three adjacent lots. “Site 1” consists of an approximately 5-acre parcel located at 1700 Oak Park Boulevard that is proposed to be conveyed to the Pleasant Hill Recreation and Park District (the “Park District”) for recreational purposes. “Site 2” consists of an approximately 5-acre parcel located at 1700 Oak Park Boulevard that is proposed to be conveyed to the City of Pleasant Hill (the “City”) for use as the site of a City-owned library. “Site 3” consists of an approximately 4.79-acre parcel located at 1750 Oak Park Boulevard that is proposed for residential development.
- C. The work to be performed under this agreement relates only to Site 3, except to the extent Site 1 and Site 2 affect (i) the development of a master CEQA compliance document, and/or (ii) cost sharing agreements between the County, the City, and the Park District, and property conveyances involving the Mt. Diablo Unified School District (the “School District”).
- D. The Contractor is being engaged to assist the County in maximizing the value of Site 3 by assisting the County in obtaining the entitlements and permits necessary to enable a home builder to construct single-family detached homes on the site. In addition, the Contractor will assist the County in offering Site 3 for sale to a home builder. Together, obtaining the entitlements and permits and offering Site 3 for sale to a home builder is the “Project.”

II. Contractor’s Obligations

The Contractor will work with County staff, in particular, the County’s Principal Real Property Agent (the “County Representative”) and the principal of JK2 & Associates to carry out the Project. The Contractor is responsible for the completion of each of the tasks below, but may utilize subcontractors in the performance of the tasks. Contractor shall complete each of the tasks below for an amount not to exceed \$1,550,000.

Task 1: Due Diligence

Contractor shall develop an understanding of the development constraints and opportunities associated with Site 3 by performing a site inspection and by reviewing existing studies and reports, or by causing needed studies and reports to be created. Contractor shall provide a copy of all relevant studies and reports to the County Representative. Relevant studies and reports include the following:

- Market assessment and performance analysis
- Surveys and title reports
- Biologic assessment and tree study
- Hydrology assessment
- Historical archeological resource survey (Public Resource Code 5097.94 et seq.)
- Public service impact analysis
- Phase I and preliminary Phase II environmental review
- Geotechnical study
- Initial traffic study
- Infrastructure capacity assessment and civil engineering studies
- Building permit and impact fee estimates
- Competitive market analysis of new and resale homes
- Horizontal development cost estimates
- Landscape plan
- Vesting Tentative Map package with engineering
- Architectural design and floor plans

Expected time frame to complete: November 1, 2017, through March 30, 2018.

Task 2: Land Use Approvals

Contractor shall work with County staff to obtain all necessary land use approvals from the City. Contractor shall prepare final versions of all applications for the County to submit to the City. Required land use approvals are expected to include:

- A General Plan amendment, if needed to update the housing element of the City's General Plan.
- An update to the City's Planned Unit Development (PUD).
- A vesting tentative subdivision map, including conditions of approval.
- Design Review for the proposed improvements.
- A Final Subdivision Map, if the County determines it will substantially increase the value of Site 3.
- Lot line adjustments, if necessary.

Expected time frame to complete: January 15, 2018, through April 30, 2019.

Task 3: Resource Agency Permits

Contractor shall work with County staff to obtain all necessary permits required of State and Federal agencies. Contractor shall prepare final versions of all applications for the County to submit to the relevant agency. Such agencies are expected to include:

- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Services
- Regional Water Quality Control Board

Expected time frame to complete: June 1, 2019, through October 31, 2019.

Task 4: Cost Sharing Agreements

Contractor shall assist in the negotiation of cost sharing agreements between the County, the City, the Park District and the School District to equitably share the costs associated with (i) CEQA, to the extent the parties work together on a “Master” CEQA document, and (ii) infrastructure.

Expected time frame to complete: January 15, 2018, through February 28, 2018.

Task 5: CEQA

Whether an environmental determination with respect to the Project is to be made as part of a joint project with the City and the Park District, or independent of projects pursued by the City and the Park District, the Contractor will ensure appropriate CEQA documents are prepared for review by the lead agency.

Expected time frame to complete: March 1, 2018, through April 30, 2019.

Task 6: Public Outreach

Contractor will attend neighborhood meetings and open houses and will disseminate public information and solicit requests for comments via social media and community-accessible websites.

Expected time frame to complete: February 1, 2018, through September 30, 2019.

Task 7: Utility Services

Contractor shall ensure that Site 3 has all utility services necessary for the Project, including water, electricity, gas, cable and satellite and/or telecommunication services.

Expected time frame to complete: January 15, 2019, through September 30, 2019.

Task 8: Marketing and Disposition Strategy

After securing all necessary entitlements and permits, the Contractor shall assist in the development of a marketing and disposition strategy that will maximize the value of Site 3. The ultimate buyer will be selected by the County.

Expected time frame to complete: January 15, 2019, through September 30, 2019.

III. Subcontractors

The Contractor has assembled the professionals identified below who will serve as subcontractors to the Contractor and will assist in carrying out the Project. The Consultant may only make changes in authorized subcontractors with the prior written consent of the County Representative. The Contractor shall notify the County Representative in writing at least thirty (30) days in advance of any proposed change. Any person or entity proposed as a replacement shall possess training, experience, and credentials comparable to those of the person or entity being replaced. The Contractor will be reimbursed for the cost of subcontractors in accordance with the payment provisions set forth in Section IV, Payment Provisions, below. Special terms related to hiring legal counsel as a subcontractor are addressed in Section 5 of the Special Conditions.

<u>Subcontractor</u>	<u>Type of Service</u>	<u>Task</u>
Bay Area Property Planning and Management, LLC	Community outreach	6
BKF Engineers	Engineering	1, 2, 3, 5, 7
Buchalter	Legal	1, 2, 3, 5
Engeo	Geotechnical	1, 5
Giacalone Design Services, Inc.	Dry utility identification	1, 7
HORT Science	Arborist	1, 2
Land Advisors Organization	Brokerage Services	1, 2, 3, 5, 8
Little Saputo	Legal (HOA CC&R)	2
Live Oak Associates	Biological Resources	3, 5
vanderToolen Associates	Landscape Architecture	1, 2,
W-Trans	Preliminary traffic studies	5

IV. Payment Provisions

Payment Limit

All payments made under this agreement are subject to the payment limit set forth in Section 4 of this agreement.

Payments to Contractor

The County will pay the Contractor the following amounts monthly in arrears:

<u>Payment Period</u>	<u>Monthly Payment</u>
November 1, 2017 – May 31, 2020	\$20,000
June 1, 2020 – November 30, 2020	\$15,000

Notwithstanding the above, if this agreement is terminated prior to November 30, 2020, as a result of (i) early termination by either party, or (ii) the completion of the Project, the County will no longer be obligated to make monthly payments to the Contractor. The amount due for any fractional month will be prorated and computed on a daily basis, with the amount due for each day equal to one-thirtieth (1/30) of the monthly amount due.

Payments for Subcontractor Services

The Contractor will submit invoices for reimbursement of the cost of subcontractor services on a monthly basis, within 30 days of the previous month, for work performed in connection with the Project. Reimbursement will be based on the subcontractor rates set forth in Appendix A of this agreement. Invoices must detail the work performed and list, for each item of services, how the amount due was determined. (For example, the employee category x number of hours x hourly rate.)

The following direct costs are reimbursable: surface transportation to Site 3, document reproduction, postage and courier services. Mileage will be reimbursed based on the then-current federal mileage reimbursement rate.

Invoices for services provided by subcontractors must be approved by the County Representative. A copy of any invoices for legal services provided by a subcontractor is to be provided to the County Counsel's Office. The County will endeavor to pay invoices within 30 days after receipt of each statement.

The Contractor will furnish progress reports with each billing statement. The progress report will include sufficient detail, and the Contractor shall furnish to County staff whatever additional information is necessary, to enable County staff to determine whether the Contractor is performing all tasks detailed in the Service Plan pursuant to the schedule set forth in the Service Plan.