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Next EDC Resolution Number SPEDC2026-010



SAN PABLO EDC
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SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD MEETING AGENDA

Board of Directors

Genoveva Garcia Calloway, Chair (excused absence)

Saman Farid, Vice Chair

Kanwar Singh, Treasurer (excused absence)

Stephen Baiter, Director

Arturo Cruz, Director

**WEDNESDAY, May 20, 2026
6:00 PM**

Copies of this agenda and non-exempt public records relating to an open session item on this agenda will be available upon request to saeidb@sanpabloedc.org. The agenda may also be viewed at www.SanPabloEDC.org.

CALL TO ORDER OF ANNUAL MEETING/ PLEDGE OF ALLEGIANCE/ ROLL CALL

PUBLIC COMMENTS: The public is encouraged to address the San Pablo EDC Board on any matter listed on the agenda or any other matter within its jurisdiction subject to the rules of decorum to be described and acted on by the Board. If you wish to address the Board, please email saeidb@sanpabloedc.org with "Speaker Form" in the subject line. The Board will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote.

EXECUTIVE DIRECTOR REMARKS

CONSENT AGENDA

All matters listed in the Consent Agenda section will be considered routine by the Board and will be enacted by one motion. The disposition of the item is indicated. There will be no separate discussion of these items. If discussion is requested, that item will be removed from the section entitled Consent Agenda and will be considered separately.

CONSENT AGENDA (3 items)

1. Minutes of the April 22, 2026 regular meeting (pages 3-5)
Recommendation: Approve
2. San Pablo EDC FY25-26 Financial Statements ending March 31, 2026 (pages 6-13)
Recommendation: Receive and file
3. Resolution authorizing changing the regular June 17 board meeting to June 18, 2026 at 6:00 PM (pages 14-15)
Recommendation: Approve

*** * * END OF CONSENT AGENDA * * ***

REGULAR AGENDA – ITEMS FOR DISCUSSION

1. Resolution authorizing memorandum of understanding between San Pablo EDC and the Contra Costa Community College District for the collaborative Bay REPAIR opportunity grant application (pages 16-29)

Recommendation: Approve

2. *Placeholder for anticipated last-minute agenda correspondence to the Board on May 18*
Resolution authorizing contract for HVAC roof and electrical repair at Mission Plaza and authorizing fund balance transfer of \$60,000 to 65060 “Asset Management Costs” operations class (pages)

Recommendation: Approve

ADJOURNMENT

Adjourn to next regular meeting scheduled for **Thursday, June 18, 2026**, at 6:00 PM. Reception to follow adjournment.

**MINUTES OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF
DIRECTORS REGULAR MEETING**

WEDNESDAY, APRIL 22, 2026

ROLL CALL

The Board of Directors (Board) meeting was called to order at 6:00 PM in the San Pablo Economic Development Corporation (San Pablo EDC) Offices at 1000 Gateway Avenue, First Floor, San Pablo, California. Present were Chair Genoveva Calloway, Vice Chair Saman Farid, Treasurer Kanwar Singh, and Director Arturo Cruz. Director Stephen Baiter arrived at 6:02 PM. Also present were Executive Director Leslay Choy and Board Secretary Saeid Babay Hosseini. Director Farid left at 6:33 PM.

PUBLIC COMMENTS

There were no public comments.

EXECUTIVE DIRECTOR REMARKS

Executive Director Choy updated the board on the CALED Conference, including discussions on New Market Tax Credits and recognition of EDC. She shared updates on Oakland Roots supporting tickets for San Pablo Scholars, Mission Plaza and the EMBRAC approval, and noted that the San Pablo Scholars program has reached its milestones. She also highlighted the success of the Careers and Women in the Trades event with over 100 participants and strong media attention.

CONSENT AGENDA

1. Minutes of the March 18, 2026 regular meeting
Recommendation: Approve
2. San Pablo EDC FY25-26 Financial Statements ending February 28, 2026
Recommendation: Receive and file

It was moved by Director Farid, seconded by Director Cruz, and passed by a vote of those present to adopt the items on the Consent Agenda. The motion passed as follows:

AYES: Baiter, Calloway, Cruz, Farid, Singh
NOES: None
ABSTAIN: None
ABSENT: None

PRESENTATIONS

Presentation of Wildcat Promenade Vision Plan by the Urban Land Institute Developers of Color Cohort Project Team

The Urban Land Institute Developers of Color Cohort Project Team presented the Wildcat Promenade Vision Plan. The Board engaged in active questions and discussion and the team for their presentation.

It was moved by Director Cruz and seconded by Treasurer Singh to receive and file the presentation.

REGULAR AGENDA

Resolution authorizing an Opportunity Grant application to Bay REPAIR Local Community Benefits Fund and ratifying grant writing expense up to \$10,000

Executive Director Choy introduced the item and explained the proposed Bay REPAIR Opportunity Grant application to support workforce development in the refinery and renewable energy industries through regional partnership. Following board discussion, it was moved by Chair Calloway, seconded by Director Cruz, and passed by a vote of those present to adopt **RESOLUTION SPEDC2026-008**, a resolution to authorize an Opportunity Grant application to Bay REPAIR Local Community Benefits Fund and ratify grant writing expense up to \$10,000.

AYES: Baiter, Calloway, Cruz, Singh
NOES: None
ABSTAIN: None
ABSENT: Farid

It was moved by Treasurer Singh and seconded by Director Cruz to adjourn closed session at 6:57 PM. The Board took a brief break and opened the closed session at 7:11 PM.

REGULAR AGENDA – Closed Session

Resolution selecting the 2026 San Pablo Small Business of the Year and 2026 Sustainable Business of the Year

Executive Director Choy introduced the item and reviewed the data with the Board, clarifying process and answering questions. Following board discussion, it was moved by Director Baiter, seconded by Treasurer Singh, and passed by a vote of those present to adopt **RESOLUTION SPEDC2026-009**, a resolution to select Delicias Express as the 2026 San Pablo Small Business of the Year and Five-Star Cleaners as the 2026 San Pablo Sustainable Business of the Year for their positive impacts on the community and local economy.

AYES: Baiter, Calloway, Cruz, Farid, Singh
NOES: None
ABSTAIN: None
ABSENT: None

ADJOURNMENT

It was moved by Treasurer Singh and seconded by Director Baiter to adjourn the meeting at 7:36 PM to the next regular meeting scheduled for **Wednesday, May 20, 2026** at 6:00 PM.

Respectfully submitted,

Saeid Babay Hosseini, Board Secretary

Genoveva Calloway, Chair

SAN PABLO EDC BOARD REPORT



DATE: May 20, 2026

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TO: San Pablo EDC Board

FROM: Leslay Choy, Executive Director
Bradley Ward, Controller

SUBJECT: SAN PABLO ECONOMIC DEVELOPMENT CORPORATION FISCAL YEAR 2026-26 FINANCIAL STATEMENTS THROUGH MARCH 2026

RECOMMENDED ACTION

The Executive Director recommends the Board of Directors:

1. Receive and file report.

BACKGROUND

As part of its ongoing fiduciary oversight, the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) reviews the organization’s financial reports. These reports are received and reviewed in advance by Board Treasurer and Finance Committee Chair, Kanwar Singh. Financials compare year-to-date expenses to annual budget in a format recommended by Treasurer Singh, which the Board is asked to review.

ANALYSIS OF FINANCIAL REPORTS

Attached is a set of financial reports through March 2026. The lead item is the balance sheet, which shows the organization’s financial position as of March 31, 2026. The March balance sheet reflects assets of \$4,854,269, liabilities of \$1,590,429 and equity of \$3,263,840. For any professional agreement where San Pablo EDC receives the lump sum up front, Account 25800 is used for the unearned portion of the agreement, and changes the month-over-month liabilities, reducing as the year advances.

The second section of the report is the year-to-date profit and loss (P&L) statement through March 31, 2026 with comparison to budget. The P&L statements are presented as a summary of the Total Budget for Operations, Measure S and Total Grants. The first column represents year-to-date (YTD) revenue and expenses by budget item; second column represents total budget; third column represents year-to-date variance to budget. EDC recognizes income on an accrual basis.

The first part of the Total P&L statement is revenue (income). Total income through March is \$1,308,525, representing 76% of budgeted income with 75% of the fiscal year complete. **Important update regarding Suite B revenue at Mission Plaza:** on April 6, 2026, City Council approved the conditional use permit for the tenant. The lease went into effect May 1, 2026 at which time six months of abated rent commenced. Rent will begin in December 2026.

The second part of the P&L, which includes other expenses less depreciation, represents expenses, the bulk of which are 62100 Contract Services, 65000 Operations and 66000 Payroll. YTD expenses were \$1,180,000 or 66% of the annual budget. Note that benefits and software subscription costs continue to increase, and while San Pablo EDC changed brokers and healthcare coverage to realize savings over the proposed increase, it meant 14% increase instead of 21%, which is significantly more than anticipated.

Monthly non-cash depreciation of \$3,739 (year-to-date \$33,654) for the EDC’s commercial building asset, Mission Plaza, is accounted for as “other expense” in account 70100, as it does not affect operations. By classifying it this way, the EDC separates operations and cash usage from non-cash activity. This is referred to as EBITDA or earnings before interest, taxes, depreciation and amortization.

Attachments

- San Pablo EDC FY25-26 Financial Statements through March 2026

San Pablo Economic Development
Balance Sheet
As of Mar 31, 2026

| | Total |
|---|-----------------------|
| Assets | |
| Current Assets | |
| Bank Accounts | |
| 10000 SPEDC Checking Acct. | 498,674.02 |
| 10005 Money Market ...1115 | 2,234,431.16 |
| 10015 TCU Checking /Savings Account | 248.45 |
| 10100 Petty Cash | 100.00 |
| Total for Bank Accounts | \$2,733,453.63 |
| Accounts Receivable | |
| 11000 Accounts Receivable | 933,839.22 |
| Total for Accounts Receivable | \$933,839.22 |
| Other Current Assets | |
| 12000 Undeposited Funds {73} | 1,000.00 |
| 13000 Prepaid Expenses | 972.65 |
| Total for Other Current Assets | \$1,972.65 |
| Total for Current Assets | \$3,669,265.50 |
| Fixed Assets | |
| 14100 Buildings - Operating | 1,540,000.00 |
| 14200 Accumulated Depreciation | (355,236.43) |
| Total for Fixed Assets | \$1,184,763.57 |
| Other Assets | |
| 18600 Other Assets | 240.00 |
| Total for Other Assets | \$240.00 |
| Total for Assets | \$4,854,269.07 |
| Liabilities and Equity | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 20000 Accounts Payable | 41,074.59 |
| Total for Accounts Payable | \$41,074.59 |
| Credit Cards | |
| 20500 SPEDC Credit Card | (1,358.06) |
| Total for Credit Cards | \$(1,358.06) |
| Other Current Liabilities | |
| 24000 Payroll Liabilities {72} | |
| 24250 California SUI / ETT | (0.03) |
| 24300 Health Insurance | 2,987.38 |
| Total for 24000 Payroll Liabilities {72} | \$2,987.35 |

| | |
|--|-----------------------|
| 25800 Unearned or Deferred Revenue | 228,124.97 |
| 25820 Security Deposit | 19,600.00 |
| Total for Other Current Liabilities | \$250,712.32 |
| Total for Current Liabilities | \$290,428.85 |
| Long-term Liabilities | |
| 27100 Notes, Mortgages, and Leases | 1,300,000.00 |
| Total for Long-term Liabilities | \$1,300,000.00 |
| Total for Liabilities | \$1,590,428.85 |
| Equity | |
| 32100 Operations Net Assets | 2,728,984.91 |
| 32500 Meas S Net assets | 38,798.08 |
| Retained Earnings | 401,186.13 |
| Net Income | 94,871.10 |
| Total for Equity | \$3,263,840.22 |
| Total for Liabilities and Equity | \$4,854,269.07 |

Accrual Basis Thursday, May 14, 2026 08:33 PM GMTZ

San Pablo Economic Development Corporation Inc
Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L Classes
 July 2025 - March 2026

| | Total Grants | | | |
|-----------------------------------|----------------------|----------------------|------------------------|---------------|
| | Actual | Budget | over Budget | % of Budget |
| Income | | | | |
| 43400 Direct Public Support | 95,852.58 | 122,481.00 | (26,628.42) | 78.26% |
| 44400 Government Contracts | 335,739.65 | 371,063.00 | (35,323.35) | 90.48% |
| 44500 Government Grants | 0.00 | 0.00 | 0.00 | |
| 45000 Investments | 0.00 | 0.00 | 0.00 | |
| 46400 Other Types of Income | 0.00 | 0.00 | 0.00 | |
| 47200 Program Income | 0.00 | 0.00 | 0.00 | |
| Total Income | \$ 431,592.23 | \$ 493,544.00 | \$ (61,951.77) | 87.45% |
| Gross Profit | \$ 431,592.23 | \$ 493,544.00 | \$ (61,951.77) | 87.45% |
| Expenses | | | | |
| 60300 Awards and Grants | 0.00 | 0.00 | 0.00 | |
| 60900 Business Expenses | 9,602.33 | 12,266.00 | (2,663.67) | 78.28% |
| 62100 Contract Services | 71,300.00 | 235,499.00 | (164,199.00) | 30.28% |
| 62800 Facilities and Equipment | 0.00 | 0.00 | 0.00 | |
| 65000 Operations | 12,930.79 | 19,239.00 | (6,308.21) | 67.21% |
| 65100 Other Types of Insurance | 0.00 | 0.00 | 0.00 | |
| 66000 Payroll Expenses {71} | 144,222.37 | 184,704.00 | (40,481.63) | 78.08% |
| 66500 Benefits | 38,079.37 | 41,836.00 | (3,756.63) | 91.02% |
| 68300 Travel and Meetings | 0.00 | 0.00 | 0.00 | |
| 69000 Operational Contingency | 0.00 | 0.00 | 0.00 | |
| 69010 Bank Service Charges | 0.00 | 0.00 | 0.00 | |
| Total Expenses | \$ 276,134.86 | \$ 493,544.00 | \$ (217,409.14) | 55.95% |
| Net Operating Income | \$ 155,457.37 | \$ - | \$ 155,457.37 | |
| Other Expenses | | | | |
| 70100 Depreciation & Amortization | 0.00 | 0.00 | 0.00 | |
| Total Other Expenses | \$ - | \$ - | \$ - | |
| Net Other Income | \$ - | \$ - | \$ - | |
| Net Income | \$ 155,457.37 | \$ - | \$ 155,457.37 | |

San Pablo Economic Development Corporation Inc
Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L Classes
 July 2025 - March 2026

| Measure S | | | | |
|-----------------------------------|----------------------|-----------------------|------------------------|---------------|
| | Actual | Budget | over Budget | % of Budget |
| Income | | | | |
| 43400 Direct Public Support | | | 0.00 | |
| 44400 Government Contracts | | | 0.00 | |
| 44500 Government Grants | 262,500.03 | 350,000.00 | (87,499.97) | 75.00% |
| 45000 Investments | | | 0.00 | |
| 46400 Other Types of Income | | | 0.00 | |
| 47200 Program Income | | | 0.00 | |
| Total Income | \$ 262,500.03 | \$ 350,000.00 | \$ (87,499.97) | 75.00% |
| Gross Profit | \$ 262,500.03 | \$ 350,000.00 | \$ (87,499.97) | 75.00% |
| Expenses | | | | |
| 60300 Awards and Grants | 5,000.00 | 7,500.00 | (2,500.00) | 66.67% |
| 60900 Business Expenses | 1,723.35 | 2,950.00 | (1,226.65) | 58.42% |
| 62100 Contract Services | 58,505.24 | 142,075.00 | (83,569.76) | 41.18% |
| 62800 Facilities and Equipment | | | 0.00 | |
| 65000 Operations | 25,965.43 | 28,100.00 | (2,134.57) | 92.40% |
| 65100 Other Types of Insurance | | | 0.00 | |
| 66000 Payroll Expenses {71} | 117,878.89 | 152,275.00 | (34,396.11) | 77.41% |
| 66500 Benefits | 49,952.08 | 68,550.00 | (18,597.92) | 72.87% |
| 68300 Travel and Meetings | | | 0.00 | |
| 69000 Operational Contingency | | | 0.00 | |
| 69010 Bank Service Charges | | | 0.00 | |
| Total Expenses | \$ 259,024.99 | \$ 401,450.00 | \$ (142,425.01) | 64.52% |
| Net Operating Income | \$ 3,475.04 | \$ (51,450.00) | \$ 54,925.04 | -6.75% |
| Other Expenses | | | | |
| 70100 Depreciation & Amortization | | | 0.00 | |
| Total Other Expenses | \$ - | \$ - | \$ - | |
| Net Other Income | \$ - | \$ - | \$ - | |
| Net Income | \$ 3,475.04 | \$ (51,450.00) | \$ 54,925.04 | -6.75% |

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San Pablo Economic Development Corporation Inc

Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L Classes

July 2025 - March 2026

| Operations | | | | |
|-----------------------------------|-----------------------|-----------------------|------------------------|----------------|
| | Actual | Budget | over Budget | % of Budget |
| Income | | | | |
| 43400 Direct Public Support | 15,000.00 | 18,000.00 | (3,000.00) | 83.33% |
| 44400 Government Contracts | 421,875.00 | 562,500.00 | (140,625.00) | 75.00% |
| 44500 Government Grants | 0.00 | 0.00 | 0.00 | |
| 45000 Investments | 54,527.47 | 84,150.00 | (29,622.53) | 64.80% |
| 46400 Other Types of Income | 20,335.00 | 27,000.00 | (6,665.00) | 75.31% |
| 47200 Program Income | 102,695.33 | 194,000.00 | (91,304.67) | 52.94% |
| Total Income | \$ 614,432.80 | \$ 885,650.00 | \$ (271,217.20) | 69.38% |
| Gross Profit | \$ 614,432.80 | \$ 885,650.00 | \$ (271,217.20) | 69.38% |
| Expenses | | | | |
| 60300 Awards and Grants | 0.00 | 0.00 | 0.00 | |
| 60900 Business Expenses | 5,308.11 | 6,250.00 | (941.89) | 84.93% |
| 62100 Contract Services | 26,200.50 | 53,675.00 | (27,474.50) | 48.81% |
| 62800 Facilities and Equipment | 731.08 | 4,000.00 | (3,268.92) | 18.28% |
| 65000 Operations | 121,801.88 | 169,300.00 | (47,498.12) | 71.94% |
| 65100 Other Types of Insurance | 25,717.80 | 42,995.00 | (17,277.20) | 59.82% |
| 66000 Payroll Expenses {71} | 381,454.86 | 528,841.00 | (147,386.14) | 72.13% |
| 66500 Benefits | 77,217.21 | 81,350.03 | (4,132.82) | 94.92% |
| 68300 Travel and Meetings | 4,589.73 | 8,901.00 | (4,311.27) | 51.56% |
| 69000 Operational Contingency | 1,379.02 | 5,000.00 | (3,620.98) | 27.58% |
| 69010 Bank Service Charges | 439.95 | 0.00 | 439.95 | |
| Total Expenses | \$ 644,840.14 | \$ 900,312.03 | \$ (255,471.89) | 71.62% |
| | \$ (30,407.34) | \$ (14,662.03) | \$ (15,745.31) | 207.39% |
| Other Expenses | | | | |
| 70100 Depreciation & Amortization | 33,653.97 | 0.00 | 33,653.97 | |
| Total Other Expenses | \$ 33,653.97 | \$ - | \$ 33,653.97 | |
| Net Other Income | \$ (33,653.97) | \$ - | \$ (33,653.97) | |
| Net Income | \$ (64,061.31) | \$ (14,662.03) | \$ (49,399.28) | 436.92% |

San Pablo Economic Development Corporation Inc

Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L Classes

July 2025 - March 2026


| | Total | | | |
|-----------------------------------|------------------------|------------------------|------------------------|-----------------------|
| | Actual | Budget | over Budget | % of Budget |
| Income | | | | |
| 43400 Direct Public Support | 110,852.58 | 140,481.00 | (29,628.42) | 78.91% |
| 44400 Government Contracts | 757,614.65 | 933,563.00 | (175,948.35) | 81.15% |
| 44500 Government Grants | 262,500.03 | 350,000.00 | (87,499.97) | 75.00% |
| 45000 Investments | 54,527.47 | 84,150.00 | (29,622.53) | 64.80% |
| 46400 Other Types of Income | 20,335.00 | 27,000.00 | (6,665.00) | 75.31% |
| 47200 Program Income | 102,695.33 | 194,000.00 | (91,304.67) | 52.94% |
| Total Income | \$ 1,308,525.06 | \$ 1,729,194.00 | \$ (420,668.94) | 75.67% |
| Gross Profit | \$ 1,308,525.06 | \$ 1,729,194.00 | \$ (420,668.94) | 75.67% |
| Expenses | | | | |
| 60300 Awards and Grants | 5,000.00 | 7,500.00 | (2,500.00) | 66.67% |
| 60900 Business Expenses | 16,633.79 | 21,466.00 | (4,832.21) | 77.49% |
| 62100 Contract Services | 156,005.74 | 431,249.00 | (275,243.26) | 36.18% |
| 62800 Facilities and Equipment | 731.08 | 4,000.00 | (3,268.92) | 18.28% |
| 65000 Operations | 160,698.10 | 216,639.00 | (55,940.90) | 74.18% |
| 65100 Other Types of Insurance | 25,717.80 | 42,995.00 | (17,277.20) | 59.82% |
| 66000 Payroll Expenses {71} | 643,556.12 | 865,820.00 | (222,263.88) | 74.33% |
| 66500 Benefits | 165,248.66 | 191,736.03 | (26,487.37) | 86.19% |
| 68300 Travel and Meetings | 4,589.73 | 8,901.00 | (4,311.27) | 51.56% |
| 69000 Operational Contingency | 1,379.02 | 5,000.00 | (3,620.98) | 27.58% |
| 69010 Bank Service Charges | 439.95 | 0.00 | 439.95 | |
| Total Expenses | \$ 1,179,999.99 | \$ 1,795,306.03 | \$ (615,306.04) | 65.73% |
| | \$ 128,525.07 | \$ (66,112.03) | \$ 194,637.10 | \$ (66,112.03) |
| Other Expenses | | | | |
| 70100 Depreciation & Amortization | 33,653.97 | 0.00 | 0.00 | 0.00 |
| Total Other Expenses | \$ 33,653.97 | \$ - | \$ 33,653.97 | \$ - |
| Net Other Income | \$ (33,653.97) | \$ - | \$ (33,653.97) | \$ - |
| Net Income | \$ 94,871.10 | \$ (66,112.03) | \$ 160,983.13 | -143.50% |

SAN PABLO EDC BOARD REPORT



DATE: May 20, 2026

TO: San Pablo EDC Board

FROM: Leslay Choy, Executive Director 

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SUBJECT: RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING CHANGING THE REGULAR JUNE 17 BOARD MEETING TO JUNE 18 AT 6:00 PM

RECOMMENDED ACTION

The Executive Director recommends the Board of Directors:

1. Approve resolution

BACKGROUND

From time to time, the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) adjusts its schedule based on quorum or the timing of discussion items.

In June, to accommodate quorum issues, staff recommend the Board reschedule its regular meeting to Thursday, June 18 at 6:00 PM.

The Board is asked to authorize changing the regular June 17 board meeting to June 18 at 6:00 PM.

FISCAL IMPACT

There is no fiscal impact.

Attachments

None.

RESOLUTION SPEDC2026-0

RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING CHANGING THE REGULAR JUNE 17 BOARD MEETING TO JUNE 18 AT 6:00 PM

WHEREAS, from time to time, the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) adjusts its schedule based on quorum or the timing of discussion items; and

WHEREAS, in June, to accommodate quorum issues, staff recommend the Board reschedule its regular meeting to Thursday, June 18 at 6:00 PM; and

WHEREAS, there is no fiscal impact.

NOW, THEREFORE, BE IT RESOLVED by the San Pablo Economic Development Corporation Board of Directors, as follows:

- 1) Authorize changing the regular June 17 board meeting to June 18 at 6:00 PM.

ADOPTED this 20th day of May, 2026, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:


APPROVED:

Saeid Babay Hosseini, Board Secretary

Genoveva Calloway, Board Chair

SAN PABLO EDC BOARD REPORT



DATE: May 20, 2026
TO: San Pablo EDC Board
FROM: Leslay Choy, Executive Director 

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SUBJECT: RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING EXECUTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN SAN PABLO EDC AND THE CONTRA COSTA COMMUNITY COLLEGE DISTRICT FOR THE COLLABORATIVE BAY REPAIR OPPORTUNITY GRANT APPLICATION

RECOMMENDED ACTION

The Executive Director recommends the Board of Directors:

1. Approve resolution

BACKGROUND

On April 22, 2026, the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) approved Resolution SPEDC 2026 – 008, authorizing San Pablo EDC to submit a Bay REPAIR Local Community Benefits Fund Opportunity Grant Application and ratifying budget expense for grant writing support. Each application must have a lead applicant and a co-applicant (San Pablo EDC and Contra Costa Community College District (4CD), respectively). In preparing the application, one of the requirements is a partnership co-management structure agreement that delineates roles, responsibilities, how decisions will be made and overall governance of the project.

Based on existing memorandums of understanding between San Pablo EDC and 4CD and those 4CD has used for similar grants of this size and complexity, the attached MOU has been drafted. 4CD has approved execution of the MOU by its Executive Vice Chancellor, Education and Technology. Executive Director Choy is satisfied with the MOU, as it meets the organization’s needs as lead applicant and clearly defines accountabilities.

The Board is asked to authorize execution of the partnership co-management structure memorandum of understanding between San Pablo EDC and the Contra Costa Community College District for the collaborative Bay REPAIR opportunity grant application.

FISCAL IMPACT

There is no fiscal impact.

Attachments

1. Bay REPAIR MOU - 4CD SPEDC

RESOLUTION SPEDC2026-0

RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING EXECUTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN SAN PABLO EDC AND THE CONTRA COSTA COMMUNITY COLLEGE DISTRICT FOR THE COLLABORATIVE BAY REPAIR OPPORTUNITY GRANT APPLICATION

WHEREAS, on April 22, 2026, the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) approved Resolution SPEDC 2026 – 008, authorizing San Pablo EDC to submit a Bay REPAIR Local Community Benefits Fund Opportunity Grant Application and ratifying budget expense for grant writing support; and

WHEREAS, one of the grant application requirements is a partnership co-management structure agreement that delineates roles, responsibilities, how decisions will be made and overall governance of the project; and

WHEREAS, the attached MOU has been drafted to suit the roles, structure, size and complexity of the grant, and has received 4CD approval to execute; and

WHEREAS, Executive Director Choy is satisfied with the MOU, as it meets the organization’s needs as lead applicant and clearly defines accountabilities; and

WHEREAS, there is no fiscal impact.

NOW, THEREFORE, BE IT RESOLVED by the San Pablo Economic Development Corporation Board of Directors, as follows:

- 1) Authorize execution of the partnership co-management structure memorandum of understanding between San Pablo EDC and the Contra Costa Community College District for the collaborative Bay REPAIR opportunity grant application.

ADOPTED this 20th day of May, 2026, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

Saeid Babay Hosseini, Board Secretary

Genoveva Calloway, Board Chair

MEMORANDUM OF UNDERSTANDING
between
CONTRA COSTA COMMUNITY COLLEGE DISTRICT and the SAN
PABLO ECONOMIC DEVELOPMENT CORPORATION

1. Introduction

This Memorandum of Understanding (MOU) is entered into between the San Pablo Economic Development Corporation (“SPEDC”) and the Contra Costa Community College District (“4CD”), collectively referred to as the “PARTNERS.” For purposes of this MOU, the term “BAAQMD” refers to the Bay Area Air Quality Management District, the regional public agency responsible for administering the Bay REPAIR (Reinvesting Penalties for Air Improvement and Resilience) Local Community Benefits Fund. The terms “Program” or “CAPE” refers to Clean Air Pathways to Employment, the collaborative workforce development-employer program governed by this MOU.

WHEREAS, SPEDC and 4CD have a long-standing history of collaboration in serving the educational, workforce, and economic development needs of residents across Contra Costa County, including the service areas of Contra Costa College in West County, Diablo Valley College in Central County, and Los Medanos College in East County; and

WHEREAS, the PARTNERS have jointly supported job seekers, learners, students, and employers for decades through aligned programming, shared initiatives, and coordinated community engagement efforts that advance equitable access to high-quality education, training, and employment; and

WHEREAS, the Bay REPAIR Local Community Benefits Fund provides an opportunity to reinvest penalty and mitigation funds into communities disproportionately impacted by air pollution, including the eligible communities of Richmond, San Pablo, North Richmond, and unincorporated West Contra Costa County, as well as the broader Green Empowerment Zone (GEZ) spanning multiple areas of Contra Costa County; and

WHEREAS, the PARTNERS further recognize the significant environmental burdens present throughout the county, including the Northern Waterfront industrial corridor from Martinez to Antioch and adjacent neighborhoods historically affected by refinery operations, heavy industry, brownfields, hazardous waste sites, and cumulative air quality impacts; and

WHEREAS, the goals of the Bay REPAIR program—to reduce air pollution, improve public health outcomes, and build economic resilience for a just transition—are aligned with the needs and priorities of disproportionately impacted and underrepresented communities that the PARTNERS have historically served, and the PARTNERS intend that the service area for this project encompass the entirety of Contra Costa County; and

WHEREAS, SPEDC intends to serve as the Lead Applicant for a Bay REPAIR Opportunity Grant, and 4CD intends to serve as a Co-Applicant, contributing instructional capacity, workforce pathways, and community engagement aligned with clean-economy and just-transition goals, and the PARTNERS seek to formalize a collaborative structure that reflects Bay REPAIR requirements for multistakeholder collaboration, community-driven design, measurable outcomes, readiness, and equitable implementation;

NOW, THEREFORE, the PARTNERS agree to the following terms.

2. Background

The Bay REPAIR program reinvests penalty and mitigation funds into communities disproportionately impacted by air pollution. The Local Community Benefits Fund supports projects that reduce air pollution or mitigate its impacts, improve public health outcomes, and build economic resilience for a just transition away from fossil fuel-based economies. SPEDC and 4CD share a commitment to advancing these goals through integrated workforce development, community engagement, employer services, and clean-economy programming that benefits residents of the eligible community. These shared priorities position the PARTNERS to implement integrated, community-driven projects consistent with the Bay REPAIR Local Community Benefits Fund.

3. Partnership Principles

The PARTNERS agree that their collaboration under this MOU will be guided by principles that reflect the intent and values of the Bay REPAIR program. The PARTNERS commit to a shared approach rooted in community-driven design, transparency, and equitable access to project benefits. This includes honoring the lived experience and leadership of residents in disproportionately impacted communities and ensuring that community-based organizations have meaningful opportunities to shape, inform, and participate in project activities and that meaningful community leadership is embedded throughout implementation.

The PARTNERS further commit to collaborative decision-making processes that are open, inclusive, and grounded in mutual accountability. This includes maintaining clear communication, sharing information in a timely manner, and engaging in joint planning that reflects the priorities of the communities served. The PARTNERS will work together to ensure that project activities advance clean-economy pathways, public health improvements, and just-transition strategies that benefit residents across Contra Costa County. These principles will guide the PARTNERS' approach to governance, implementation, evaluation, and continuous improvement throughout the duration of the Bay REPAIR project.

4. Roles and Responsibilities

4.1 Shared Responsibilities

The PARTNERS will collaborate on co-management of project activities consistent with Bay REPAIR requirements. SPEDC and 4CD will jointly design project activities informed by community-identified needs and will participate in ongoing community engagement processes.

The PARTNERS will collaborate on developing the Measurable Outcomes Plan, contribute to data collection and reporting, participate in governance meetings, and ensure compliance with all Bay REPAIR requirements. Both organizations will coordinate communications to ensure consistent messaging and alignment with project goals.

4.2 Responsibilities of SPEDC (Lead Applicant)

SPEDC shall provide overall project leadership, including administrative and fiscal management, coordination of the governance structure, and oversight of all reporting obligations to BAAQMD. SPEDC will lead community engagement activities, document historical engagement, ensure alignment with eligible community boundaries, and prepare and submit the Bay REPAIR Opportunity Grant application. SPEDC will administer sub-awards to Co-Applicants, manage evaluation activities, and submit the required Partnership Agreement following the award.

SPEDC agrees to implement project activities in alignment with established workforce development best practices, including those reflected in the Workforce Innovation and Opportunity Act (WIOA), the Strong Workforce Program (SWP), the California Workforce Master Plan, and Perkins V frameworks. The PARTNERS acknowledge that aligning these systems and resources will strengthen service delivery, expand access to high-quality pathways, and increase the overall impact of the Bay REPAIR project (e.g., Exhibit A – Workforce Outcomes Alignment).

In support of these commitments, SPEDC will engage a regional bilingual communications firm to engage with the CAPE partners, notably the employers, to lead strategic engagement of Contra Costa County residents and generate dialogue to advance connection. It will also engage a facilitator to ensure agendas are inclusive and keep cleaner air and access to quality, green-collar jobs at its center. The facilitator will be central to establishing a fertile environment for this ecosystem to grow and become sustainable, linking workforce, training providers and employers. SPEDC will lead outreach, marketing, engagement and the continuous growth of the partners and evolution of training curriculum.

In further support of these commitments, SPEDC will provide WIOA-funded services to eligible Adults and Dislocated Workers, including individuals from communities disproportionately impacted by air pollution and those affected by transitions in petrochemical, refinery, and other heavy-industry sectors with emphasis on equitable engagement of higher-barrier, underestimated populations, namely veterans and English language learners. These services will include outreach, eligibility determination, orientations and workshops, employment readiness, individualized career and job placement services, mentoring, labor-market guidance, referrals to aligned training opportunities at 4CD institutions and access to WIOA and other grant funding to help pay training costs as needed/available, referrals to career-aligned work-based learning when possible, and follow-up services for individuals placed in employment/work-based learning (WBL). SPEDC perform quality assurance and will maintain required documentation, case notes, and data entry in CalJOBS and Salesforce in accordance with applicable confidentiality and data-security standards.

SPEDC will ensure alignment with Workforce Development Board of Contra Costa County (WDBCCC) priority populations and initiatives and continue its coordination of aligned work with the Contra Costa Workforce Collaborative (CCWC). Further, it will lead coordination of any successful Bay REPAIR grants with whom mutual letters of support were signed, as well as with the Dislocated Oil & Gas Worker Funds (DOGWF). SPEDC will coordinate the co-enrollment of participants and leveraging of other funding sources.

4.3 Responsibilities of 4CD (Co-Applicant)

4CD shall deliver instructional programming, training, and workforce pathways aligned with the goals of the Bay REPAIR project, including faculty engagement, curriculum alignment, and program readiness across Contra Costa College, Diablo Valley College, and Los Medanos College. 4CD will support community engagement activities, contribute to measurable outcomes such as training completions and job placements, and provide aggregate data required for indicators and evaluation. 4CD will participate in governance and decision-making processes and ensure capacity for curriculum updates, equipment procurement, and staffing necessary for project implementation.

4CD, its colleges, deans, faculty, and staff will engage in a process of innovating, reinvigorating, and, where appropriate, customizing programs to reflect community-identified needs, incorporate resident and stakeholder feedback, and respond to regional labor-market information. This may include the development or enhancement of programs in photovoltaic (PV) systems, electric vehicle (EV) charging and maintenance, electrical technology, mechatronics, robotics, next-generation battery technology, industrial automation, and other emerging clean-economy fields. These pathways will emphasize high-growth, high-wage, and high-equity opportunities that address environmental justice, public health, and just-transition challenges.

The PARTNERS recognize that 4CD is a strategic fit for Bay REPAIR because its colleges offer programs aligned with emerging clean-energy and decarbonization sectors, including manufacturing, skilled trades, industrial technology, and related fields. Faculty and staff have demonstrated interest and readiness to engage with emerging technologies and to adapt curriculum to meet evolving community and industry needs. The Bay REPAIR budget may support staffing, curriculum updates, faculty engagement, equipment, and other instructional needs necessary to implement these pathways.

4CD contributes instructional delivery, curriculum alignment with industry, integration with Adult Education, and alignment with the local Workforce Development Board's priority sectors and pathways (e.g., Workforce Development Board of Contra Costa County and the City of Richmond Workforce Development Board). The colleges also demonstrate strong Bay REPAIR alignment through K–16 pathways that connect high school, Adult Education, and community members to CTE and transfer opportunities, supporting transitions into employment, apprenticeships, and clean-energy roles.

5. Community-Driven Design

The PARTNERS agree that all project activities will be grounded in community-identified needs, priorities, and solutions, as required by the Bay REPAIR Guidelines. The PARTNERS will document historical engagement with residents and community-based organizations and will maintain ongoing, two-way communication throughout the project lifecycle. Community feedback will be incorporated into project planning, implementation, and continuous improvement. Engagement efforts will prioritize residents and workers most impacted by air pollution, environmental burdens, and economic transition. The PARTNERS further agree to conduct structured engagement activities following the award, consistent with BAAQMD expectations for ongoing community leadership, and to document these activities in alignment with project reporting requirements.

6. Strategy Alignment

The PARTNERS agree that the proposed project will advance “Strategy 6.2: Build Economic Resilience for a Just Transition,” including workforce development, clean-economy pathways, and support for displaced or at-risk workers. Where applicable, project components may also support “Strategy 6.1: Reduce Air Pollution and Improve Health Outcomes” through co-benefits that enhance community health and environmental quality. These strategies reflect the core priorities of the Local Community Benefits Fund as described in Sections 6.1 and 6.2 of the Bay REPAIR Guidelines.

7. Measurable Outcomes Plan

The PARTNERS agree to jointly develop a comprehensive Measurable Outcomes Plan that satisfies the requirements of the Bay REPAIR Local Community Benefits Fund and aligns with the State of California’s workforce accountability frameworks. The Measurable Outcomes Plan will identify the specific outcomes the project will achieve over the three-year grant term and include both quantitative and qualitative indicators to demonstrate progress toward them. These outcomes will reflect an emphasis on community-identified needs, environmental justice, public health improvement, and economic resilience in support of a just transition.

The PARTNERS will collaborate to establish measurable outcomes that may include but are not limited to increased access to clean-economy career pathways; completion of training, certificates, or industry-recognized credentials; placement into high-road employment or state-registered apprenticeships; advancement into career-ladder opportunities; and improvements in community health or environmental conditions resulting from project co-benefits. The PARTNERS further agree to identify indicators that track progress toward these outcomes, such as enrollment numbers, training completions, job placements, wage gains, apprenticeship participation, and other relevant metrics.

The Measurable Outcomes Plan will also incorporate milestones tied to project activities, timelines, and budget allocations, ensuring that progress can be monitored throughout the grant term. The PARTNERS will participate in all evaluation activities required by BAAQMD, including data collection, indicator tracking, reporting, and technical assistance to strengthen data quality and accountability.

In addition, the Measurable Outcomes Plan will align with the State of California Community College Chancellor's Office (CCCCO) Strong Workforce Program (SWP) recommendations and the State of California Workforce Master Plan and will integrate the Workforce Innovation and Opportunity Act (WIOA) performance indicators where appropriate. This alignment ensures that project outcomes support statewide workforce priorities, reinforce high-quality labor market outcomes, and maintain consistency with established performance frameworks. The PARTNERS agree that Exhibits A-C shall serve as the foundational framework for the Measurable Outcomes Plan and may be expanded or adapted to reflect Bay REPAIR's specific requirements, including environmental and public health co-benefits. The governance body will ensure that the scopes of work remain clearly defined and aligned with project responsibilities.

8. Budget and Resource Commitments

The PARTNERS agree to allocate resources consistent with the FOA. All expenditures will comply with allowable cost guidelines, indirect cost limits, and procurement requirements. The PARTNERS will identify staffing, equipment, curriculum, and engagement resources necessary for implementation and will coordinate procurement and contracting processes as appropriate.

9. Readiness Requirements

The PARTNERS affirm that they possess the management and financial capacity to implement the proposed project, meet reporting and compliance requirements, and begin implementation upon award. Both organizations will secure internal approvals, including District and Cabinet approvals, and will maintain readiness to fulfill all obligations under the Bay REPAIR program.

10. Data Sharing, Confidentiality, and Reporting

The PARTNERS will share data solely for grant reporting, evaluation, and compliance purposes and will protect confidentiality consistent with FERPA and applicable laws. The PARTNERS will maintain secure data retention and destruction practices and will participate in evaluation activities led by the BAAQMD or its designees.

11. Governance Structure

The PARTNERS will establish a governance structure that includes a Steering Committee or Partnership Governance Group responsible for oversight of project implementation. This governance body will maintain clearly defined roles and responsibilities, meet regularly, and ensure transparent decision-making consistent with Bay REPAIR requirements for meaningful co-management. The governance body will document progress, monitor implementation, and address issues that arise during the project lifecycle. A conflict-resolution process will be established to support effective collaboration and ensure continuity of project activities.

12. Insurance

Both SPEDC and 4CD shall secure and maintain commercial general liability insurance in full force and effect during the term of this Agreement, written by carriers acceptable to each party. Each party shall name the other as an additional insured under its policy or policies, covering liability and contractual obligations arising from activities under this MOU.

13. TERM, AMENDMENTS, AND TERMINATION

This MOU becomes effective upon signature and remains in effect through the duration of the Bay REPAIR grant term unless amended or terminated by mutual agreement. Either party may terminate this MOU with thirty (30) days' written notice. Amendments must be in writing and signed by both parties.

14. SIGNATURES

**Kelly Schelin, Executive Vice Chancellor
Education and Technology
Contra Costa Community College District**

Date

**Leslay Choy, Executive Director
San Pablo Economic Development Corporation**

Date

EXHIBIT A – WORKFORCE OUTCOMES ALIGNMENT

The PARTNERS agree that the workforce and economic resilience components of the Measurable Outcomes Plan will align with the State of California Community College Chancellor’s Office (CCCCO) Strong Workforce Program (SWP) recommendations, the California Workforce Master Plan, the Workforce Innovation and Opportunity Act (WIOA), and Perkins V accountability frameworks. These metrics represent validated, state-approved indicators of high-quality labor market outcomes and will serve as the workforce performance foundation for the Bay REPAIR project.

In alignment with Bay REPAIR’s focus on environmental justice and disproportionately impacted communities, the PARTNERS will prioritize outcomes for residents who are economically disadvantaged, underserved, or most affected by air pollution and environmental burdens. The PARTNERS further agree to target WIOA enrollment and service delivery for priority populations, including individuals with barriers to employment, displaced or at-risk workers, and residents of communities experiencing the harmful effects of industrial emissions. This includes dislocated workers in heavy industry, particularly those transitioning from the petrochemical and refinery sectors that are in decline across the San Francisco Bay Area and the nation.

The following aligned workforce indicators will be supplemented by Bay REPAIR-specific outcomes related to clean-economy pathways, highroad employment, and just-transition support:

| SWP Metrics | WIOA Performance Measures |
|---|---|
| <i>Course Enrollments</i> | |
| Employment in 2 nd Quarter after Exit | Employment in 2 nd Quarter after Exit |
| Employment in 4 th Quarter after Exit | Employment in 4 th Quarter after Exit |
| <i>Employed in Related to Field of Study</i> | |
| Median Earnings in 2 nd Quarter after Exit | Median Earnings in 2 nd Quarter after Exit |
| <i>Increased Earnings</i> | |
| <i>Attained Regional Living Wage</i> | |
| Completion | Credential Attainment |
| <i>Transfer</i> | |
| Progress | Measurable Skills Gains |
| | Effectiveness in Serving Employers |

Employment and wage verification will be performed using WIOA-approved methods, including, but not limited to, employer verification, program completer pay stubs, the EDD Quarterly Wage Record Match (QWRM)/California Unemployment Insurance Base Wage file, The Work Number, or other state-approved employment verification methodologies:

- **Employed in the second fiscal quarter after exit** – Employment rate for exiting students in the second fiscal quarter after leaving the California Community College system, verified using WIOA-approved employment verification methodologies.

- **Employed in the fourth fiscal quarter after exit** – Employment rate for exiting students in the fourth fiscal quarter after leaving the California Community College system, verified using the California Unemployment Insurance Base Wage file, The Work Number, employer verification, or other state-approved methodologies.
- **Job closely related to field of study** – The proportion of students who report that their current job is close or very close to their field of study, based on responses in the CTE Outcomes Survey (CTEOS) or comparable college-approved reporting systems.
- **Median earnings in the second fiscal quarter after exit** – Median earnings for exiting students in the second fiscal quarter after leaving the California Community College system, verified using WIOA-approved wage verification methodologies.
- **Median change in earnings** – Percentage change in earnings for exiting students, comparing earnings one year before and one year after exiting the California Community College system, verified using WIOA-approved wage verification methodologies.
- **Attained a living wage** – Proportion of exiting, completing, and skills-builder students who attained the living wage for a single adult in Contra Costa County, based on wage verification through the California Unemployment Insurance Base Wage file and the MIT Living Wage Calculator.

EXHIBIT B – ENVIRONMENTAL & HEALTH OUTCOMES

The PARTNERS agree that the environmental and public health components of the Measurable Outcomes Plan will align with the Bay REPAIR Local Community Benefits Fund's goals to reduce air pollution, mitigate exposure to harmful emissions, and improve health outcomes for communities disproportionately impacted by industrial activity and environmental burdens. These outcomes will reflect community-identified needs, environmental justice priorities, and the specific air quality challenges affecting the Richmond/San Pablo eligible community and the Green Empowerment Zone (GEZ).

The PARTNERS will jointly identify measurable environmental and health outcomes that can be achieved within the three-year grant term. These outcomes may include reductions in exposure to harmful air pollutants, improvements in indoor or ambient air quality, increased access to clean and healthy community spaces, and enhanced community capacity to understand, monitor, and respond to air quality conditions. The PARTNERS will also identify qualitative and quantitative indicators that demonstrate progress toward these outcomes, including indicators related to exposure reduction, environmental conditions, and community health improvements.

Environmental and health outcomes will be grounded in Strategy 6.1 and will reflect the BAAQMD's emphasis on mitigating past harms, addressing present health impacts, and preventing future exposure. The PARTNERS will prioritize outcomes for residents who live in proximity to industrial facilities, transportation corridors, and other sources of cumulative pollution burden, including those in North Richmond, San Pablo, unincorporated West Contra Costa County, and adjacent neighborhoods within the GEZ.

The PARTNERS will participate in all evaluation activities required by BAAQMD, including data collection, indicator tracking, and technical assistance to strengthen environmental and health metrics. The PARTNERS will also collaborate with community-based organizations, residents, and subject matter experts to ensure that environmental and health outcomes reflect community priorities and are communicated transparently throughout the project lifecycle.

The following environmental and health outcomes may be included in the Measurable Outcomes Plan and will be refined in collaboration with community partners and technical experts:

- **Reductions in exposure to harmful air pollutants**, including particulate matter (PM2.5), toxic air contaminants, and other emissions associated with industrial activity and transportation sources.
- **Improvements in indoor air quality** in community facilities, educational spaces, or residential settings through filtration, ventilation, or other exposure reduction measures.
- **Increased access to green, healthy, or climate-resilient community spaces**, including tree canopy, shade structures, or other environmental improvements that reduce heat and pollution exposure.
- **Enhanced community capacity to monitor and understand air quality conditions**, including participation in community-based air monitoring, data literacy, and environmental health education.

- **Increased access to health-related services**, such as respiratory health screenings, asthma management resources, or public health programming for residents impacted by air pollution.
- **Demonstrated improvements in community health indicators**, such as reduced asthma triggers, improved respiratory health, or increased utilization of health supportive services.

These environmental and health outcomes will be integrated with the workforce and community engagement outcomes described in Exhibits A and C to form a comprehensive, aligned Measurable Outcomes Plan.

EXHIBIT C: COMMUNITY ENGAGEMENT OUTCOMES


The PARTNERS will implement a community-driven engagement approach consistent with the Bay REPAIR Guidelines, ensuring that project activities are grounded in community-identified needs, priorities, and solutions. Engagement will prioritize residents and workers most impacted by air pollution, environmental burdens, and economic transition, and will incorporate two-way communication throughout the project lifecycle. The PARTNERS will document historical engagement, maintain ongoing communication, and integrate community feedback into project planning, implementation, and continuous improvement.

Measurable Community Engagement Outcomes

- **Community Engagement Sessions Conducted** – Number of structured engagement activities conducted during the grant term, including listening sessions, workshops, focus groups, or community meetings designed to gather input and share implementation progress.
- **Residents and Stakeholders Engaged** – Number of residents, community-based organizations, workers, and other stakeholders participating in engagement activities, with emphasis on disproportionately impacted communities.
- **Community Feedback Incorporated** – Number of project decisions, program adjustments, or implementation changes informed by community feedback, documented through meeting summaries, feedback logs, or governance records.
- **Communication and Transparency Activities** – Number of communications delivered to community members regarding project progress, benefits, opportunities, and indicator tracking, including newsletters, updates, public presentations, or digital communications.
- **Community Leadership Participation** – Number of community-based organizations, resident leaders, or advisory participants engaged in governance, codesign, or implementation activities.
- **Participant Satisfaction and Trust Indicators** – Percentage of participants reporting satisfaction with engagement processes, clarity of communication, and trust in project implementation, measured through surveys or feedback tools.
- **Accessibility and Inclusion Measures** – Number of engagement activities that include translation, interpretation, childcare, stipends, transportation support, or other accessibility measures to ensure equitable participation.

SAN PABLO EDC BOARD REPORT



DATE: May 20, 2026
TO: San Pablo EDC Board
FROM: Leslay Choy, Executive Director 
SUBJECT: RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING EXECUTION OF A CONTRACT WITH ALBERT NAHMAN PLUMBING, HEATING, AND COOLING FOR HVAC AND ELECTRICAL REPAIR AT MISSION PLAZA AND USE OF OPERATIONAL FUND BALANCE UP TO \$60,000 CODED TO 65060 “ASSET MANAGEMENT COSTS” OPERATIONS CLASS

RECOMMENDED ACTION

The Executive Director recommends the Board of Directors:

1. Approve resolution

BACKGROUND

As the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) is aware, San Pablo EDC purchased 14501 San Pablo Avenue, also known as Mission Plaza, from the Local Successor Agency, in 2018. The property had no improvements made to it for several decades and San Pablo EDC has been working diligently to make onsite improvements. In late 2025, roof façade and minor repairs were made ahead of the painting of the buildings, improving the location tremendously.

An urgent issue recently emerged that must be immediately addressed. Embarc, the newest tenant, is in its tenant improvement process and their contractor found the roof HVAC was no longer in working order and electricity was no longer reaching it. The unit is quite old and must be replaced with a unit that meets California compliance standards. As this is a landlord responsibility, San Pablo EDC followed its RFP protocol and received four bids from qualified contractors.

Following are the three lowest cost qualified bids.

| Contractor | Bid Amount | Scope Summary | Notes |
|-----------------|------------|---|--|
| Cal Air Systems | \$35,500 | <ul style="list-style-type: none">• Replace two HVAC units with 5-ton rooftop units• Includes economizers, adapter curbs, ductwork, grilles, thermostat, removal/disposal, and startup• Warranty: 1 year on labor | <ul style="list-style-type: none">• Placerville Contractor referred by tenant; did original inspection<ul style="list-style-type: none">○ Excluded are: permits, electrical work, piping |
| Pro Active HVAC | \$47,966 | <ul style="list-style-type: none">• Replace two HVAC units with Trane 5-ton heat pump rooftop units, all electric• Includes materials, disposal, labor, electric work, clean up, startup/testing• Warranty: 3 years on parts, 1 year on labor | <ul style="list-style-type: none">• San Pablo contractor• Detailed equipment package provided• Electric heat pump instead of gas/electric• Requires large deposit• Equipment lead: 6–8 weeks |

| | | | |
|--|----------|--|--|
| | | | <ul style="list-style-type: none"> • Permits not included |
| Albert Nahman Plumbing, Heating, and Cooling | \$48,950 | <ul style="list-style-type: none"> • Replace two HVAC rooftop units with 5-ton rooftop units • Includes disposal, permits startup/testing, cleanup, and electrical work • Warranty: 10 years on parts, 4 years on labor | <ul style="list-style-type: none"> • Berkeley Contractor • Gas/electric system of units matches existing setup • No deposit required • Equipment: in stock |

The most detailed scope of work meeting California regulations and San Pablo EDC needs was from Albert Nahman Plumbing, Heating, and Cooling. Albert Nahman provided California Contractor License No. 1083634 and is based in Hayward/Berkeley. Staff recommend their proposal because it provides the most complete solution with compatible equipment, is available immediately, and has the best warranty. Further, his bid includes the approximately costs for permits.

The attached contract details the scope of work in Exhibit A. The proposed contract is \$48,950, which includes approximately \$1,200 permit fees. Based on experience, staff recommend the Board approve the contract, a 20 percent (20%) contingency, not to exceed \$60,000.

The Board is asked to authorize execution of a contract with Albert Nahman Plumbing, Heating, and Cooling for HVAC and electrical repair at Mission Plaza and use of operational fund balance up to \$60,000 coded to 65060 "Asset Management Costs" operations class.

FISCAL IMPACT

Fiscal impact would be up to \$60,000, composed of \$48,950 contract bid and \$9,790 contingency to expense account 65060 "Asset Management Costs" operations class. There are sufficient funds in operational fund balance to cover this expenditure.

Attachments

1. HVAC Repair Estimate – Cal Air Systems
2. HVAC Repair Estimate – Pro Active HVAC
3. HVAC Repair Estimate – Albert Nahman Plumbing, Heating, and Cooling
4. Albert Nahman Plumbing, Heating, and Cooling Contract EDCMP26-001 Mission Plaza Plumbing, Heating, and Cooling

RESOLUTION SPEDC2026-0

RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING EXECUTION OF A CONTRACT WITH ALBERT NAHMAN PLUMBING, HEATING, AND COOLING FOR HVAC AND ELECTRICAL REPAIR AT MISSION PLAZA AND USE OF OPERATIONAL FUND BALANCE UP TO \$60,000 CODED TO 65060 "ASSET MANAGEMENT COSTS" OPERATIONS CLASS

WHEREAS, the San Pablo Economic Development Corporation ("San Pablo EDC") owns and manages Mission Plaza, located at 14501 San Pablo Avenue, San Pablo, California; and

WHEREAS, San Pablo EDC has been investing in improvements to Mission Plaza; and

WHEREAS, an urgent HVAC issue was identified during the tenant improvement process for Suite B, and the existing rooftop HVAC system must be replaced; and

WHEREAS, San Pablo EDC followed its RFP protocol and received proposals from qualified contractors for HVAC and electrical work at Mission Plaza and present the three lowest qualified bids to the Board for its consideration; and

WHEREAS, the most complete scope of work meeting San Pablo EDC's needs was received from Albert Nahman Plumbing, Heating, and Cooling, a licensed contractor with California Contractor License No. 1083634; and

WHEREAS, the proposed contract from Albert Nahman Plumbing, Heating, and Cooling is \$48,950 and includes replacement of two 5-ton gas/electric rooftop HVAC units, disposal, permits, startup/testing, cleanup, electrical work, and desired warranty coverage on the units and work; and

WHEREAS, fiscal impact would be up to \$60,000, composed of \$48,950 in contract award, which includes approximately \$1,200 permit fees, and \$9,790 contingency (20%), allocated from operational fund balance to expense account 65060 "Asset Management Costs" operations class.

NOW, THEREFORE, BE IT RESOLVED by the San Pablo Economic Development Corporation Board of Directors, as follows:

- 1) Authorize execution of a contract with Albert Nahman Plumbing, Heating, and Cooling for HVAC and electrical repair at Mission Plaza and use of operational fund balance up to \$60,000 coded to 65060 "Asset Management Costs" operations class.

ADOPTED this 20th day of May, 2026, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

Saeid Babay Hosseini, Board Secretary

Genoveva Calloway, Board Chair

ESTIMATE

Pro-Active HVAC, INC.
2332 21st St
San Pablo, CA 94806-3500

proactivehvaccom@gmail.com
+1 (510) 693-6943
http://www.proactivehvac.net



Bill to
Mr. Saeid Babay
San Pablo EDC

Ship to
Mr. Saeid Babay
San Pablo EDC

Estimate details

Estimate no.: 1539
Estimate date: 05/13/2026

| # | Date | Product or service | Description | Qty | Rate | Amount |
|----|------|---|--|-----|-------------|-------------|
| 1. | | HVAC Roof Top Unit | Maker: Trane. Model: - WSK060A3S00**ROD00001. Description: 5 Ton Heat Pump. Lead time is 5-6 weeks. | 2 | \$16,350.00 | \$32,700.00 |
| 2. | | Thermostat | Thermostat - T 6 Pro Smart. Mfg. #: TH6220WF2006. 7 day Programmable. | 2 | \$179.00 | \$358.00 |
| 3. | | Disconnect switch | 3P 60Amp 240V 3 Wire Fusible Heavy Duty Safety Switch | 2 | \$83.00 | \$166.00 |
| 4. | | Smoke Dectector | Description: 4-Wire Photoelectric Duct Smoke Detector | 2 | \$296.10 | \$592.20 |
| 5. | | Building Materials | For condensate drain line, thermostat wires, hardware | 1 | \$200.00 | \$200.00 |
| 6. | | Crane lift | | 1 | \$750.00 | \$750.00 |
| 7. | | Labor to install equipment | Include replacing the HVAC Units, thermostats, cleaning the two air outlets and return registers, and start up) | 2 | \$6,500.00 | \$13,000.00 |
| 8. | | Applying for City/County/State Building Permit | This is our fee for filling out the application and providing proper documentation for the permit. THIS IS NOT THE PERMIT FEE FROM THE GOVERNMENT AGENCY. Once the fee is issued, we will pass it on to the San Pablo EDC to pay it. | 1 | \$200.00 | \$200.00 |
| 9. | | Engineer Fee | This estimate does not include a Structural engineer fee, if required by the City's Building Permit Department. | 1 | \$0.00 | \$0.00 |

We have a structural engineer nearby that can be used, if needed. We will give you his fee, if it becomes necessary.

| | | | | | |
|-----|--------------------------------|--|---|--------------|--------------------|
| 10. | Manufacturer's Warranty | 3 years on parts, coils & controls, 5-years on compressors and 10–15-years on heat exchangers. | 1 | \$0.00 | \$0.00 |
| 11. | Labor warranty | 1 year | 1 | \$0.00 | \$0.00 |
| | | | | Total | \$47,966.20 |
| | | | | Deposit due | \$34,966.20 |

Accepted date

Accepted by



CAL AIR SYSTEMS

DESIGN BUILD ~ MECHANICAL CONTRACTORS
CA Lic.# 1080885 – C20

May 11, 2026

CCS
Colin Knight

Subject: EMBARC – San Pablo, CA

Cal Air Systems provided a site survey for the EMBARC San Pablo site. We found the units to be in very poor condition. We recommend replacing the existing units. Below are the inclusions and pricing for this work.

HVAC Systems Inclusions:

1 – New nest thermostat
5 - New supply air grilles
1 – New return air grille
1 – Service the existing unit
New ROUND ductwork
2 – New 5 ton rooftop units
2 - New economizers
2 – Remove and dispose of the existing units
2 – New adapta roof curbs
Start up by CAS
One year warranty for work provided by CAS

Clarifications:

- HERS testing is by others.
- All electrical is by others
- We have not included waiver of subrogation or insurances over one million dollars.
- We have not included 3rd party seismic or structural engineering.

Pricing:

HVAC systems price: ----- \$35,500.00

Exclusions:

- All plan check, permits and permit fees



CAL AIR SYSTEMS

DESIGN BUILD ~ MECHANICAL CONTRACTORS
CA Lic.# 1080885 – C20

- Warranties of any equipment provided by others
- Hers Testing
- All Electrical, interlock wiring and conduit
- All conduit for low voltage wiring, if required
- Structural calculations or supports
- Fire override control, smoke detector monitoring or fire life safety controls
- Cutting, Framing, patching, coring or painting
- Plumbing, Make up water, drain, flues, Gas and Condensate piping
- Water Heater flue
- Roof curb leveling, framing, hole cutting, safe off, covers or build-up
- Interlock wiring
- Blocking for wire attachment
- Demolition, repair or cleaning of existing

Price includes material, tax and labor on regular time. Price is good for 30 days and is contingent on a mutually agreeable contract and project schedule.

If you have any questions please don't hesitate to call us.

Sincerely,

Trevor Haun
916-439-0735



Albert Nahman
PLUMBING, HEATING,
AND COOLING

Albert Nahman Plumbing, Heating, and Cooling
 2616 Barrington Court
 Hayward, California 94545
 Phone: 510-843-6904
 TEXT 510-655-6719
 Email: info@albertnahmanplumbing.com
 LIC# 1083634

Estimate 287066367
 Estimate Date 5/13/2026

Billing Address

Mission Plaza
 13830 San Pablo Avenue
 San Pablo, CA 94806 USA

Job Address

Mission Plaza
 14501 San Pablo Avenue
 San Pablo, CA 94806 USA

Description of work

2 5 Ton gas/electric package rooftop units

Lock out and tag out power and gas to the existing unit.

- Disconnect electrical, controls, piping, and ductwork.
- Recover the refrigerant and dispose of it in accordance with EPA guidelines.
- Remove and haul away the existing unit to an authorized EPA site.
- Set new RTU and all appropriate accessories
- Reconnect to existing electrical, controls, piping, and ductwork.
- Provide factory level start-up and testing of new equipment.
- Includes permits and crane
- Install new thermostats.
- Clean up all work-related debris.

Electrical work: Upgrade breaker panel; add switch.

Warranty: 10 years on parts, 4 years on labor.
 Net 30

| Service # | Description | Quantity | Your Price | Total |
|--|---|----------|----------------------------|-------------|
| CPR-1.00.0000 | Includes, Labor,Trip, Mateilas, Crane and permits | 1.00 | \$48,950.00 | \$48,950.00 |
| Potential Savings \$4,895.00 - \$4,895.00 | | | Sub-Total | \$48,950.00 |
| | | | Tax | \$0.00 |
| | | | Total Due | \$48,950.00 |
| | | | Deposit/Downpayment | \$0.00 |

For ON-LINE PAYMENT please go to <https://www.albertnahmanplumbing.com/financing/> and click on the Payment Options. Unpaid balances will be subject to monthly interest, late fee and collection agency. Please pay from this invoice. Thank you!
 Terms: DUE UPON COMPLETION

Albert Nahman Plumbing, Heating, And Cooling
 Home Improvement Contract Terms:

I Mission Plaza agree to have a technician from Albert Nahman Plumbing, Heating, And Cooling perform diagnosis, repair, maintenance, upgrades or service to my existing equipment and /or system with the full knowledge that unknown problems may not be revealed until the diagnosis, repair, maintenance, upgrade or service has occurred. I assume the risk involved in attempting to diagnose, repair, service, maintain or upgrade an older piece of equipment or systems and I agree to pay \$48,950.00 for the diagnosis, repair, maintenance, upgrade or service in full regardless of the potential risk.

THIS AGREEMENT made the date printed at the top of this Contract between Albert Nahman Plumbing, Heating, And Cooling, whose address is 2616 Barrington Court, Hayward, California 94545, Contractors State License No. 1083634 (hereinafter referred to as "CONTRACTOR"), and the above named OWNER at the address printed at the top of this agreement (hereinafter referred to as "HOMEOWNER", "OWNER" or "BUYER").

You Mission Plaza are entitled to a completely filled in copy of this Home Improvement Contract ("Agreement"), signed by both you and the Contractor before any work may be started. A timely Notice of Cancellation may be sent to the Contractor at the Contractor's address set forth above.

Terms and Conditions

ARTICLE 1. SCOPE OF WORK

1.1 Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed.

See Exhibit "A" attached to this Agreement and incorporated herein by reference.

ARTICLE 2. PAYMENT

Contract Price. The price of the work to be performed by contractor is \$48,950.00

Down Payment. The down payment will be the lesser of \$1,000 or 10 percent of \$48,950.00

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

Schedule of Progress Payments.

When

Description of Payment Amount

1. Upon execution of this Agreement, a Down Payment equal to the Lessor of \$1,000 or 10 Percent of total
2. If the project extends beyond one day, a mobilization fee is due on the first day of work.
50% of the sum of the job minus the down payment.
3. If permitted, Upon completion of 100% of the work except \$150 payable upon passing the final inspection.
\$48,950.00 \$150, less payments made to date.
4. Upon final inspection
\$150

Alternate 3. For non-permitted jobs, the balance of the contract price is due upon completion.

\$48,950.00- minus payments made to date.

TOTAL CONTRACT PRICE

\$48,950.00

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

ARTICLE 3. APPROXIMATE START COMPLETION DATE.

The approximate date on which the Work will commence {ApproxStartDate}. The inspection of and confirmation of the site conditions by the Contractor constitutes substantial commencement of the Work. In the event of a delay due to approval of the Owner's credit. The Owner is responsible for obtaining all permits necessary to complete the Work prior to the approximate start date.

ARTICLE 4. APPROXIMATE COMPLETION DATE.

Contractor reasonably estimates that all work will be completed by the contracted end date {ApproxEndDate}, subject to extensions for changes or other causes beyond Contractor's control.

Albert Nahman Plumbing, Heating, And Cooling Home Improvement Contract Terms

I agree to have a technician from **Albert Nahman Plumbing, Heating, And Cooling** perform diagnosis, repair, maintenance, upgrades or service to my existing equipment and /or system with the full knowledge that unknown problems may not be revealed until the diagnosis, repair, maintenance, upgrade or service has occurred. I assume the risk involved in attempting to diagnose, repair, service, maintain or upgrade an older piece of equipment or systems and I agree to pay for the diagnosis, repair, maintenance, upgrade or service in full regardless of the potential risk.

THIS AGREEMENT made the date printed at the top of this Contract between **Albert Nahman Plumbing, Heating, And Cooling**, whose address is 2144 Edison Ave. San Leandro, CA 94577, Contractors State License No. 1083634 (hereinafter referred to as "CONTRACTOR"), and the above named OWNER at the address printed at the top of this agreement (hereinafter referred to as "HOMEOWNER", "OWNER" or "BUYER").

1. DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED

1.1 Description of the Project and Description of the Significant Materials to be Used and Equipment to be installed.: The Scope of Work is itemized on the Proposal/Work Order/Quote attached herein, including any allowance and excluded items, and excluding the items described in Paragraph 1.2 herein below.

CONTRACTOR agrees to provide all labor, materials, tools and instrumentalities to and in accordance with the plans and specifications for the project, except as limited by Proposal/Work Order/Quote, with said work to be performed by CONTRACTOR in a workmanlike and timely manner.

Items and Materials Not Included. The following items, services and materials are specifically excluded from this Agreement:

a. Additional Electrical Work: Unless otherwise specifically included, electrical work contemplates no change to the existing service panel other than addition of circuit breakers to distribute electric current to the new equipment. Existing electrical wiring systems are assumed to be, and are represented to the CONTRACTOR as being adequate to carry the load imposed by existing work. Costs incurred in changing point of service, main switch, or meter that may be required by inspector or serving utility shall be paid to CONTRACTOR by BUYER the same as any other extra. Changes to existing wiring in areas undisturbed by alterations are not included. New heating and/or air conditioning equipment may cause blinking of lights when in operation. CONTRACTOR shall not be responsible for the same.

b. Ducts, Flues or Drains: The Contract Price does not include rerouting, relocation, or replacements of ducts, flues, drains or conduits not visible or that may be encountered in areas of alteration or excavation.

c. Painting and Patching: CONTRACTOR shall not be responsible for any painting and patching unless otherwise specified. If painting or patching is included, Contractor calls attention to Owner the limitations of patching plaster and stucco, matching paint, matching texture and/or matching any finished product. Contractor will make every effort to match all existing conditions, i.e., textures and colors, however exact duplication is not promised or guaranteed.

d. Asbestos Abatement: This Contract is entered into by CONTRACTOR on the basis that no asbestos exists in the heating, ventilating or air conditioning system at the site or in any area in which CONTRACTOR will be required to perform work. CONTRACTOR is not authorized or qualified to handle asbestos and will immediately stop work if asbestos is encountered and such asbestos will in any way be disturbed as a result of the work CONTRACTOR is required to perform or do repairs. BUYER shall be responsible for all asbestos abatement and removal. CONTRACTOR shall be entitled to reasonable compensation for all work performed together with a reasonable charge for overhead and profit in the event it ceases to work because asbestos is encountered.

1.2 CONTRACTOR Not Responsible for Property Damage. OWNER agrees to take reasonable caution to remove or protect property, inside and out, which may be affected by the work in progress, including but not limited to carpet, rugs, drapes, furniture, and personal property from becoming dirty, damaged or destroyed and CONTRACTOR shall not be liable or responsible for damage to any such property. CONTRACTOR will use its best efforts not to damage shrubs, plants, or concrete which may be affected by the Work, but unless restoring landscaping or other affected work is included in the Scope of Work, CONTRACTOR shall not be responsible for damaged or destroyed property or the cost of cleaning any property that becomes dirty.

2. RELEASE OF LIENS.

Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the person contracting for the home improvement or swimming pool work a full and unconditional release from any claim of mechanic's lien for any person entitled to make such a claim of lien pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

2.1 Contractor shall use its best reasonable commercial efforts to commence construction of the work no later than the contracted end date. Contractor shall use its best reasonable commercial efforts to complete the Project within agreed upon days following receipt of any required building permits or approvals subject to extensions for changes or any other causes beyond the contractor's control.

2.2 Substantial commencement of the work is considered to have begun when materials for your Contract have been ordered. These dates are approximate only, since external factors such as weather, or the availability of supplies might cause delays. Normal working hours will be Monday through Friday, 7:00 a.m. to 3:30 p.m. Contractor shall be excused for any delay in completion of the contract caused by acts of God; stormy or inclement weather; strikes, lockouts, boycotts or other labor union activities; acts of Owner, of Owner's agents, or of

Owner's employees or independent contractors; disbursement of funds into funding control or escrow; acts of public utilities or public bodies; acts of public enemy, riots or civil commotion; inability to secure material through regular recognized channels; imposition of Government priority or allocation of materials; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; delays caused by pandemics, changes requested by Owner; Owner's failure to make progress payments promptly; failure of the issuance of all necessary building permits within a reasonable length of time; or other contingencies unforeseen by Contractor and beyond its reasonable control.

2.3 If work has not commenced within 60 days of the date of this contract for any reason not the fault of CONTRACTOR, CONTRACTOR, at its option, may cancel this Contract by giving BUYER notice of such cancellation and returning to BUYER any deposits received by CONTRACTOR.

2.4 If work in progress is delayed for more than 30 days for any reason not the fault of CONTRACTOR, CONTRACTOR, at its option, may cancel this Contract by giving BUYER notice of such cancellation. BUYER shall pay CONTRACTOR for all costs incurred plus 50% for CONTRACTOR'S profit and overhead on such amounts.

3. APPROXIMATE START COMPLETION DATE.

The approximate date on which the Work will commence, see first or second page. The inspection of and confirmation of the site conditions by the Contractor constitutes substantial commencement of the Work. In the event of a delay due to approval of the Owner's credit, the start date will be eight (8) weeks after the Contractor receives written approval from the financial institution. The Owner is responsible for obtaining all permits necessary to complete the Work prior to the approximate start date.

4. APPROXIMATE COMPLETION DATE.

Contractor reasonably estimates that all work will be completed by the contracted end date, subject to extensions for changes or other causes beyond Contractor's control.

5. WHAT CONSTITUTES SUBSTANTIAL COMPLETION OF THE WORK Substantial completion of the work shall be the stage in progress of work and services when work and services are sufficiently complete to allow the owner to utilize the work for its intended use or purpose and/or the building department determines work is substantially complete.

6. LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT. This Contract consists of the terms herein, any change orders, and the following documents:

(1) Proposal/Work Order or Quote, which may reference and incorporate plans, engineering and other schematics, if required for the Work.; In the case of inconsistency among any of the documents listed above and the terms of this Contract, the terms of this Contract will control. These documents constitute the entire understanding between the parties, and there are no verbal or written understandings changing or modifying any of the terms of these documents.

7. EXTRA WORK AND STATUTORY NOTICE

7.1 Should Owner direct or request additional work not described in Section 1 and Exhibit A, the cost of the additional work shall be added to the contract price, and paid on the completion of the additional work. The cost and scope of the additional work shall be set forth in a written change order, signed by both Owner and Contractor.

7.2 Note About Extra Work and Change Orders. Extra Work and Change Orders become part of the Contract once the Order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new Change Order. The Change Order must describe the scope of the extra work or change, the cost to be added or subtracted from the Contract, and the effect the Order will have on the schedule of progress payments. While Contractor believes that it can complete the Project without any increases in costs, material costs have been fluctuating greatly following the pandemic and the actual cost of equipment and materials will not be known until actually ordered. Thus, to the extent that material costs increase by more than 10% from the costs of said materials on the date this Agreement was signed, Contractor shall be entitled to an increase in the contract price equal to the increased costs above the 10% increase in material cost. To the extent material costs increase due to delay caused by Owner, Owner's agents or separate contractors, Contractor shall be entitled to all cost increases incurred as a result, in addition to any extended field and home office expenses. There shall be no additional markup for overhead or profit on the increased cost, except as otherwise indicated.

7.3 For both the protection of the Owner and the Contractor, the Owner may not require the Contractor to perform extra or Change Work Order without providing written authorization prior to the commencement of any work covered by the new Change Order.

STATUTORY NOTICE:

Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

You, the buyer, may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order.

Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order:

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make on the progress payments or the completion date.

The contractor's failure to comply with the requirements of this paragraph does not

preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

MECHANICS LIEN WARNING:

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

8. CONTRACTOR'S RESPONSIBILITIES.:

8.1 FEES, TAXES AND ASSESSMENTS; COMPLIANCE WITH LAWS: Unless specifically included in Exhibit A, Taxes, Permits, Fees, and assessments of all descriptions will be paid for by Owner. Contractor will obtain all required building permits, at the sole expense of Owner. Upon demand by Contractor, Owner shall provide ample funds to acquire any and all necessary permits on a timely basis. Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook-up charges and the like. Contractor shall comply with all federal, state, county and local laws, ordinances and regulations.

8.2 CLEAN-UP: Contractor will remove from Owner's property debris and surplus material created by its operation and leave it in a neat and broom clean condition.

8.3 SUBCONTRACTS: Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

8.4 LIMITED WARRANTY: Contractor warrants that all work performed by Contractor and its subcontractors shall be done in a good and workmanlike manner in accordance with accepted trade practices. Said warranty shall extend for one year from the date of substantial completion

8.5 of Contractor's work. The warranties for assemblies, appliances and the like, shall be those warranties provided by the manufacturer or supplier of that item rather than based on Contractor's warranty herein. Contractor shall assemble and provide to Customer all such manufacturer's warranties. THIS IS THE ONLY WARRANTY PROVIDED BY CONTRACTOR TO CUSTOMER. Customer shall notify CONTRACTOR within twenty-four (24) hours of discovery of any warranty claim. CONTRACTOR SHALL RESPOND TO WARRANTY CALLS WITH REASONABLE PROMPTNESS, BUT ONLY BETWEEN THE HOURS OF 8:30 A.M. TO 4:30 P.M. MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS, UNLESS OTHERWISE AGREED TO IN WRITING. FAILURE OF CUSTOMER TO NOTIFY CONTRACTOR AS SET FORTH HEREIN SHALL VOID ANY WARRANTIES AFFORDED HEREIN. CONTRACTOR SHALL NOT BE LIABLE FOR WATER OR OTHER DAMAGES RELATING FROM ANY DEFECT OR DELAY IN RESPONDING TO SAID WARRANTY. CONTRACTOR SHALL NOT BE LIABLE FOR ANY LOST PROFITS, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY WORK PERFORMED, OR ANY PROBLEM, WHETHER OR NOT COVERED BY THIS LIMITED WARRANTY. NO WARRANTIES SHALL APPLY IF CONTRACTOR WAS NOT PAID IN FULL FOR ALL OF THE WORK IT PERFORMED.

9. OWNER'S RESPONSIBILITIES.:

9.1 OWNER is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. OWNER agrees to allow and

provide Contractor and Contractor's equipment access to the property. OWNER is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified.

9.2 OWNER shall obtain and pay for insurance against injury to OWNER'S own employees and persons under OWNER'S direction and persons on the job site at OWNER'S invitation.

10. GENERAL MATTERS.

10.1 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This Agreement may be amended only by written consent of each of the parties hereto.

10.2 Should any provision or portion of this Agreement be held or otherwise become unenforceable or invalid for any reason, the remaining provisions and portions of this Agreement shall be unaffected by such unenforceability or invalidity.

10.3 Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to this Agreement, nor shall any

10.4 provision gives any third person any right of subrogation or action over or against any party to this Agreement.

10.5 The covenants and understandings contained in this Agreement are personal in nature. Therefore, this Agreement may not be assigned by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. To the extent that this Agreement may be assigned hereunder, this Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns.

10.6 Except for claims on warranties that run longer than two years, no action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.

10.7 Any dispute or claim in law or equity arising out of this agreement or any resulting transaction, including disputes or claims involving the parties to this agreement, their officers, agents, or employees, shall be submitted to neutral, non-binding private mediation prior to the commencement of litigation. The parties to the dispute or claim agree to act in good faith to

participate in mediation, and to identify a mutually acceptable mediator. All parties to the mediation shall share equally in its cost. The parties may proceed to litigation should the dispute or claim not resolve with mediation.

10.8 The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph.

10.9 This Agreement shall be in accordance with, and governed by, the laws of the State of California.

10.10 In the event that Owner alleges any of the work is not or has not been done correctly or timely, Owner shall give Contractor a notice that Contractor shall commence to cure the condition that Owner has alleged is insufficient within ten days.

10.11 In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

The following paragraphs are recommended by the California Contractor State License Board. This will be displayed at the beginning of the Customer Authorization form.

ANY CHANGES IN THE SCOPE OF WORK OR EXTRA WORK MUST BE CONFIRMED IN WRITING BY BOTH THE CONTRACTOR AND HOMEOWNER IN ADVANCE OF THE WORK COMMENCING. EXTRA WORK OR A CHANGE ORDER IS NOT ENFORCEABLE AGAINST YOU UNLESS THE CHANGE ORDER ALSO IDENTIFIES ALL OF THE FOLLOWING IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORK COVERED BY THE NEW CHANGE ORDER: THE SCOPE OF WORK ENCOMPASSED BY THE ORDER; (II) THE AMOUNT TO BE ADDED OR SUBTRACTED FROM THE CONTRACT; AND (III) THE EFFECT THE ORDER WILL MAKE IN THE PROGRESS PAYMENTS OR THE COMPLETION DATE. HOWEVER, FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH DOES NOT PRECLUDE THE RECOVERY OF COMPENSATION FOR WORK PERFORMED BASED UPON LEGAL OR EQUITABLE REMEDIES DESIGNED TO PREVENT UNJUST ENRICHMENT.

DOWNPAYMENT

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

THE SCHEDULE OF PROGRESS PAYMENTS MUST SPECIFICALLY DESCRIBE EACH PHASE OF WORK, INCLUDING THE TYPE AND AMOUNT OF WORK OR SERVICES SCHEDULED TO BE SUPPLIED IN EACH PHASE, ALONG WITH THE AMOUNT OF EACH PROPOSED PROGRESS PAYMENT. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

YOU, THE HOMEOWNER (BUYER) OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO FURNISH YOU WITH A PERFORMANCE AND PAYMENT BOND, HOWEVER THE CONTRACTOR CAN REQUIRE YOU TO PAY FOR THAT BOND.

INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

VISIT CSLB's website at www.cslb.ca.gov

CALL CSLB at 1-800-321-CSLB (2752)

WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

CONTRACT

Mission Plaza HVAC and Electrical Improvement Project

Contract No. EDCMP26-001

Contractor License No. 1083634

I. PARTIES

This Contract is made and entered into on the last date signed below by and between the San Pablo Economic Development Corporation (San Pablo EDC), 1000 Gateway Avenue, San Pablo, California, telephone (510) 215-3200, and Albert Nahman Plumbing, Heating, and Cooling (“Contractor”), 2616 Barrington Court, Hayward, CA 94545, telephone (510) 843-6904.

II. RESPONSIBILITIES

Contractor shall supply all staffing, equipment, tools, permits, crane, and materials necessary to accomplish the work listed below. Contractor agrees to perform all work in the manner set forth in its proposal, dated May 13, 2026 (“Proposal”), which is incorporated herein by reference, as described below and attached as **Exhibit A – Scope of Work**.

Scope of Work

1. Replace two rooftop HVAC units with two 5-ton gas/electric package rooftop units and appropriate accessories.
2. Lock out and tag out power and gas to the existing units.
3. Disconnect electrical, controls, piping, and ductwork.
4. Recover refrigerant and dispose of it in accordance with EPA guidelines.
5. Remove and haul away the existing units to an authorized EPA site.
6. Set new rooftop units and reconnect to existing electrical, controls, piping, and ductwork.
7. Install new thermostats
8. Provide factory-level start-up and testing of new equipment.
9. Complete electrical work, including breaker panel upgrade and adding switch, as described in the Proposal.
10. Include required permits and crane as part of the contract price.
11. Clean up all work-related debris.

All work shall be completed in accordance with the standards, specifications, and requirements of San Pablo EDC.

Complete work required as part of the **Mission Plaza HVAC and Electrical Improvement Project** ("Project") in accordance with the contract documents set forth below, all of which are incorporated by reference into this Contract as though fully set forth herein, entitled **Mission Plaza HVAC and Electrical Improvement Project** Contract No. EDCMP26-001 dated May 19, 2026. The Contract entered into consists of the following Contract Documents, all of which are component parts of the Contract as if herein set forth in full or attached hereto:

1. Proposal
2. Contract
3. Guaranty
4. License

The order of precedence for interpretation of the contract documents is set forth in the special provisions. Subject to that order of precedence, all documents forming the complete contract are intended to integrate so that any condition or work called for in one document and not mentioned in another shall be executed as if mentioned in all documents and set forth in the drawings. In the event of any discrepancy between any of the terms of this Contract, and any of the terms of the Proposal, the terms most favorable to San Pablo EDC shall prevail. In the event of any discrepancy or inconsistency between this Contract and the contract documents, or within the contract documents, the terms most favorable to San Pablo EDC shall prevail.

Contractor shall be liable to San Pablo EDC for any damages arising from, or as a result of, a failure to fully comply with the Contract Documents. Contractor shall not be excused with respect to any failure to so comply by any act or omission of San Pablo EDC, its officers, employees or agents, unless such act or omission actually prevents Contractor from fully complying with the requirements of the Contract Documents.

San Pablo EDC shall make such inspections or tests as it deems necessary to ensure that the work is accomplished in accordance with the requirements of the Contract Documents and in an acceptable manner. In the event that any inspection reveals that the work is not acceptable, then Contractor shall bear the cost of any remedial efforts, as well as the cost of any subsequent re-inspection and retesting. If any work that is to be inspected, tested or approved is covered without the San Pablo EDC's approval, then Contractor shall uncover it at its cost so that the inspection or testing can occur.

Contractor shall comply with all laws, ordinances and regulations in undertaking the Work and shall obtain and pay for all necessary permits. Contractor is fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor must comply with all applicable safety laws, rules and regulations and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite, materials and equipment stored on or off site, and property at or adjacent to the Worksite.

III. **COMPENSATION**

San Pablo EDC agrees to pay CONTRACTOR for the performance of the services listed in Section II in accordance with the contract price as specified in the Proposal. The nominal contract value is \$48,950 Dollars, which shall constitute full consideration for the work performed, and which may increase or decrease dependent upon changes in course and scope

of the work as ordered by the San Pablo EDC. Retainage is 10 percent. No progress payments shall be made. In no case shall the value of this contract exceed 20 percent of the above nominal contract value, unless an amendment to this contract is authorized by the San Pablo EDC Board of Directors.

IV. **LABOR & LOCAL POLICY COMPLIANCE**

A. Workers' Compensation. Under Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

B. Local Economic Opportunity Policy. This Contract is subject to all applicable requirements the City of San Pablo's Local Economic Opportunity Policy. The Contractor shall contact San Pablo EDC first for any sub-contractor and labor needs, so that local recommendations may be made.

V. **TERM**

Time being of the essence, Contractor shall commence and diligently pursue the Project to full and final completion within the number of working days stated in the Contract Documents, except as such time may be extended in writing by San Pablo EDC in accordance with the provisions of the General Conditions.

A. Time for Completion. Contractor will fully complete the Work for the Project within 21 calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

B. Liquidated Damages. If Contractor fails to complete the Work within the Contract Time, San Pablo EDC may assess liquidated damages in the amount of FIVE HUNDRED Dollars (\$500.00) for each day of unexcused delay in completion, and the Contract Price shall be reduced accordingly.

VI. **INSURANCE**

On or before beginning any of the services or work called for by any term of this Contract, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the Contract, and provide proof thereof that is acceptable to the San Pablo EDC the insurance specified in subsections A. through B. below with insurers and under forms of insurance satisfactory in all respects to the San Pablo EDC. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor.

A. Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONTRACTOR shall be provided with limits not less than one million dollars, or as required by state law. In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements so long as the program of

self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the San Pablo EDC for loss arising from work performed under this Contract.

- B. Commercial General and Automobile Liability Insurance. CONTRACTOR, at CONTRACTOR's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Contract.
1. Minimum limits of insurance, combined single limit coverage for risks associated with the work contemplated by this Contract:
 - a. General Liability (including operations, products and completed operations): one million dollars per occurrence for bodily injury, personal injury and property damage.
 - b. Automobile Liability: one million dollars per occurrence for bodily injury and property damage.
 2. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned automobiles.
 3. Coverage shall be at least as broad as:
 - a. Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) *or* Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor)
 - b. Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).
 - c. No endorsement shall be attached limiting the coverage.
 4. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
 - a. San Pablo EDC, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 2010 version 11/85, or forms CG2010 version 10/01 and GC 2037 versions 10/01, or equivalent) to the Consultant's insurance policy, or as

- a separate owner's policy. The coverage shall contain no special limitations on the scope of protection afforded to San Pablo EDC, its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
 - c. An endorsement must state that coverage is primary insurance and that no other insurance affected by the San Pablo EDC will be called upon to contribute to a loss under the coverage.
 - d. Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to San Pablo EDC and its officers, employees, agents, and volunteers.
 - e. Insurance is to be placed with California- admitted insurers with a Best's rating of no less than A:VII.
 - f. Notice of cancellation or non-renewal must be received by San Pablo EDC at least thirty days prior to such change.

VII. **HOLD HARMLESS AND INDEMNITY**

To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the San Pablo EDC of San Pablo and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the work performed under the Contract, or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision.

This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision.

Notwithstanding the foregoing, nothing herein shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b).

This indemnity is effective without reference to the existence or applicability of any insurance coverage required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as the Contractor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

The promise and agreement in this section is not conditioned or dependent on whether or not any Indemnitee has prepared, supplied, or approved a plan, drawing, specification or special provision in connection with this work, and insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any Indemnitee.

If, through acts of neglect on the part of the Contractor, any other contractor or any other subcontractor shall suffer loss of damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration. If such other contractor or subcontractor asserts a claim against the San Pablo EDC on account of any damage alleged to have been so sustained, the San Pablo EDC shall notify the Contractor who shall defend, indemnify and hold harmless the San Pablo EDC against such claims.

San Pablo EDC shall not be required to exonerate any surety, release any security relating to satisfactory completion of the improvements until acceptance of proposed public improvements by the San Pablo EDC or, in the case of improvements which will not be dedicated to and accepted by San Pablo EDC, until the improvements have passed final inspection by San Pablo EDC. In addition, release of security or exoneration of sureties will be predicated upon the receipt of required maintenance and/or warranty Contracts and security therefor.

VIII. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent CONTRACTOR and not an employee or agent of San Pablo EDC and has no authority to contract or enter into another Contract in the name of the San Pablo EDC. CONTRACTOR has, and hereby retains, full control over the employment, direction, compensation, and discharge of all persons employed by CONTRACTOR who are assisting in the performance of services under this Contract. CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this Contract. CONTRACTOR shall

exercise control over the work and the manner of its performance, and is free to provide this or other services to others during the term of this Contract.

IX. **SUBCONTRACTORS**

CONTRACTOR may not subcontract any portion of the work to be performed under this Contract without the written authorization of San Pablo EDC. If San Pablo EDC consents to such subcontract, CONTRACTOR shall be fully responsible to San Pablo EDC for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between San Pablo EDC and subcontractor nor shall it create any obligation on the part of the San Pablo EDC to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. San Pablo EDC will consent to subcontracts listed in the Proposal.

X. **ASSIGNMENT**

This Contract is binding on the heirs, successors, and assigns of the parties hereto. This Contract may not be assigned by CONTRACTOR without prior, written consent of San Pablo EDC.

XI. **INTEGRATION**

The Contract Documents integrate all terms and conditions in connection with the Work called for herein and supersede all negotiations and prior oral or written understandings, either oral or in writing, in respect to the subject matter hereof. Each and every provision of law and clause required to be inserted into the Contract Documents shall be deemed to be inserted therein, and if through mistake or otherwise any such provision is not inserted, or is not inserted correctly, then upon application of either party, the Contract Documents shall forthwith be amended in writing to make such insertion or correction. The Contract Documents shall not be amended except by a writing duly executed by the parties.

This Contract shall become effective and commence as of the date set forth below on which the last of the parties, whether San Pablo EDC or Contractor, executes said Contract.

XII. TERMINATION

A. If Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete the Work within such time, or if Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of his insolvency, or if Contractor or any subcontractor shall violate any of the provisions of this Contract, or should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or instructions of San Pablo EDC or Project Coordinator, or otherwise breach this Contract, San Pablo EDC shall serve written notice on Contractor and Contractor's sureties of the intention that this Contract be terminated together with the reasons therefor. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of said five (5) working days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

B. In event of any such termination, San Pablo EDC shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this Contract; provided, however, that if surety within five (5) working days after service upon it of the notice of termination does not give San Pablo EDC written notice of its intention to take over and perform this Contract or does not commence performance thereof within ten (10) working days from the date of serving such notice, San Pablo EDC may take over the Project and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and Contractor and its surety shall be jointly and severally liable to San Pablo EDC for any excess cost or other damages occasioned San Pablo EDC thereby. If San Pablo EDC takes over the Project as herein above provided, San Pablo EDC may, without liability for so doing, take possession of, and utilize in completing the Project, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Project and necessary therefor.

In the event of any such termination, Contractor will be paid the actual amount due based on unit prices or lump sums bid, and the quantity of the Work completed at the time of cancellation, less damages caused to San Pablo EDC by the acts of Contractor causing the termination.

C. San Pablo EDC may terminate the Contract at its own discretion for any reason, including but not limited to its own convenience, lack of funding, or when conditions encountered during the Project make it impossible or impracticable to proceed, or when San Pablo EDC is prevented from proceeding with the Contract by Act of God, by law, or

by official action of a public authority and/or funding agency. Upon such termination, San Pablo EDC will pay Contractor fair and reasonable compensation as agreed upon between Contractor and the Project Coordinator, based on the Bid Proposal. In the event that no agreement is reached between Contractor and the Project Coordinator as to fair and reasonable compensation, San Pablo EDC will be liable to Contractor only for the reasonable value of the Work performed and other actual costs sustained by Contractor.

Contractor, in having tendered a bid, shall be deemed to have waived any and all claims for damages because of termination of the Contract for any reason.

Contractor shall not be entitled to any lost profit in the event of termination.

XIII. WAIVER

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

XIV. NOTICE

The San Pablo EDC's Contract Administrator for day-to-day communications is Saeid Babay Hosseini, Property Manager. All notice permitted or required hereunder shall be addressed as follows and shall be deemed delivered upon posting the notice first class, U.S. mail, postage prepaid:

If to the San Pablo EDC: Leslay Choy
 San Pablo EDC
 1000 Gateway Avenue
 San Pablo, CA 94806
 510-215-3200
 LeslayC@sanpabloedc.org

If to the Contractor: Kriti Pratap
 Albert Nahman Plumbing, Heating & Cooling
 2616 Barrington Court
 Hayward, CA 94545
 510 674 3540
 kriti.pratap@albertnahmanplumbing.com

Unless and until different addresses may be furnished in writing by either party to the other.

XV. DISPUTE RESOLUTION

(A) **Definition.** "Claim" means a separate demand by Contractor, submitted in writing, for change in the Contract Time or Contract Price that has previously been submitted to San

Pablo EDC in accordance with the requirements of the Contract Documents, and which has been rejected by San Pablo EDC, in whole or in part.

(B) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and San Pablo EDC. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to San Pablo EDC in full compliance with these Contract Documents, and subsequently rejected in whole or in part by San Pablo EDC.

(C) **Scope.** This Section is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code Sections 20104, et seq.

(D) **Claims Submission.** The following requirements apply to any Claim subject to this Section:

(1) **Substantiation.** The Claim must be submitted to San Pablo EDC in writing and must include all of the documents necessary to substantiate the Claim including the change order request that was rejected in whole or in part, and San Pablo EDC's rejection. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, tags, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts. Any claim for lost productivity or efficiency must be supported with a detailed analysis based on Measured Mile Method, using verifiable data and current industry standard forensic practices.

(2) **Submission Deadlines.**

(a) A Claim must be submitted within 15 days following the date that San Pablo EDC notified Contractor in writing that a request for a change in the Contract Time or Contract Price has been rejected in whole or in part.

(b) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment, or will be deemed waived.

(c) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment.

(d) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.

(E) Claims under \$50,000. For any Claim of less than \$50,000.00, San Pablo EDC will respond in writing within 45 days of receipt of the Claim, or may first request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that San Pablo EDC may have against Contractor. If Contractor fails to submit the additional documentation to San Pablo EDC within 15 days of receipt of San Pablo EDC's request, the claim will be deemed waived.

(F) Meet and Confer. For Claims less than or equal to \$375,000.00, if Contractor disputes the San Pablo EDC's written response, or San Pablo EDC fails to respond within the specified time, Contractor must notify San Pablo EDC in writing, either within 15 days of receipt of San Pablo EDC's response, or within 15 days of San Pablo EDC's failure to respond within the specified time, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to dispute San Pablo EDC's response, in writing, within the specified times, Contractor's Claim will be deemed waived. If the Claim or any portion remains in dispute following the meet and confer conference, the parties may agree to mediation, as set forth below, or if unable to agree, Contractor may file a claim as provided in Government Code Section 900 et seq. (a "Government Code Claim").

(G) Mediation.

(1) **Mediation.** Mediation under this Section will be scheduled within 60 days following conclusion of the meet and confer process, with a mediator that the parties mutually agreed upon. The mediation itself may take place more than 60 days following conclusion of the meet and confer process to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. The parties must share the costs of mediation equally, except costs incurred by each party for representation by legal counsel or any other consultant.

(I) Arbitration. It is expressly agreed, under California Code of Civil Procedure Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

(J) Damages. Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to recovery of any alleged home office overhead. The Eichleay Formula may not be used for any recovery under the Contract. Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract.

(K) Other Disputes. The procedures in this Section will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived

by San Pablo EDC. Nothing in this Section is intended to delay suspension or termination under the Agreement.

XVI. MISCELLANEOUS PROVISIONS

Should a change be contemplated in the name or nature of Contractor's legal entity, Contractor shall first notify San Pablo EDC in order that proper steps may be taken to have the change reflected in the Contract Documents.

The Contract shall be effective from and after the date that this Contract is signed by the representatives of San Pablo EDC.

This Contract may be made in counterparts.

The captions of the articles, sections, subsections, paragraphs and subparagraphs of the Contract Documents are for reference only and are not to be construed in any way as a part of the Contract. The rights and remedies contained in this Contract are cumulative, and in addition to and not in limitation of, any right or remedy at law or in equity to which San Pablo EDC may be entitled.

There are no intended third-party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.

This Contract will be governed by California law and venue will be in the Superior Court of Contra Costa County, and no other place.

No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code Section 313.

Both parties, having understood and agreed to the terms and conditions above, do execute this Contract.

By _____
CONTRACTOR's Authorized Representative
Print Name: _____
Title: _____
Date: _____

By _____
San Pablo EDC
Leslay C Choy
Executive Director
Date: _____

Contract No: EDCMP26-001

GUARANTY

To San Pablo EDC:

The undersigned guarantees the construction and installation of the work included in this project.

If any of the work is defective due to faulty workmanship, materials furnished, or methods of installation, or if the work or any part of it fails to operate properly as originally intended and in accordance with the plans and specifications, the undersigned agrees to correct the issue in accordance with the warranty terms stated in **Exhibit A, including 10 years on parts and 4 years on labor.**

The undersigned agrees, upon demand by San Pablo EDC, to repair or replace any defective work, equipment, or materials without cost to San Pablo EDC so that the work will function successfully as originally contemplated. This includes the cost of any equipment or materials replaced and the cost of removing and replacing any other work necessary to complete such repair or replacement.

San Pablo EDC shall have the unqualified option to make any needed replacements or repairs done by the undersigned. If San Pablo EDC elects to have the repairs performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from San Pablo EDC. If the undersigned fails or refuses to comply with his obligations under this guaranty, San Pablo EDC shall be entitled to all costs and expenses, including attorney's fees.

Signature of Contractor

Date

Exhibit A – Scope of Work
Contractor’s Proposal