

TRACY HOMELESSNESS ADVISORY COMMITTEE SPECIAL MEETING AGENDA

**Wednesday, May 21, 2025, 5:00 P.M.**

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: [www.cityoftracy.org](http://www.cityoftracy.org)

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

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

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

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

**Remote Public Comment:**

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

- *Comments via:*
  - **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number: 2558 027 0563** and **Event Password: THAC**
  - ***If you would like to participate in the public comment anonymously***, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting [Anonymous@example.com](mailto:Anonymous@example.com) when prompted to provide an email address.
  - ***Join by phone by dialing +1-408-418-9388, enter 25580270563#8422# Press \*3 to raise the hand icon to speak on an item.***
- *Protocols for commenting via WebEx:*
  - *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*
    - *Listen for the Chairperson to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
    - *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*

- *Comments for the “Consent Calendar” “Items from the Agenda/Public Comment” or “Regular Agenda” portions of the agenda will be accepted until the public comment for that item is closed.*

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

Full copies of the agenda are available on the City’s website: [www.cityoftracy.org](http://www.cityoftracy.org)

## CALL TO ORDER

## ROLL CALL

### 1. CONSENT CALENDAR

#### 1.A. Adoption of April 17, 2025, Regular Meeting Minutes

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

### 3. REGULAR AGENDA

- 3.A The Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution (1) making a determination that compliance with standard procurement process is not in the best interest of the City and dispense the bidding requirements for the purchase of premanufactured custom container units for restrooms and showers from Linked Equipment, LLC. an Arizona Limited Liability Corporation, Tracy Municipal Code Section 2.20.180(4); and (2) approving the Purchase Agreement for Goods, Commodities, and Ancillary Services with Linked Equipment, LLC., for four (4) premanufactured customized containers to provide permanent restrooms and showers to be installed as part of the Phase II 2024 Site Improvements at the Temporary Emergency Housing Facility Project, CIP 71112, at 370 W. Arbor Avenue, for a Not-To-Exceed amount of \$448,074.

4. STAFF ITEMS
5. COMMITTEE ITEMS
6. ADJOURNMENT

Posting Date: **May 20, 2025**

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

*TRACY HOMELESSNESS ADVISORY COMMITTEE REGULAR MEETING MINUTES*

**Thursday, April 17, 2025, 7:00 P.M.**

*Tracy City Hall, 333 Civic Center Plaza, Tracy*

*Web Site: [www.cityoftracy.org](http://www.cityoftracy.org)*

CALL TO ORDER-Chairperson Bedolla called the meeting to order at 7:00 PM

ROLL CALL- City Clerk. Roll call found Chairperson Bedolla and Vice Chair Abercrombie present in City Hall, Council Chambers

Chairperson Bedolla addressed the public and made an announcement recognizing the hard work from City staff along with the service providers and the community and his commitment to continue the conversation and to find the appropriate solutions together.

1. CONSENT CALENDAR- Motion was made by Vice Chair Abercrombie and seconded by Chairperson Bedolla to adopt the Consent Calendar. Roll call found all in favor; passed and so ordered.

1.A. Adoption of February 20, 2025, Regular Meeting Minutes- **Minutes were adopted**

2. ITEMS FROM THE AUDIENCE - Jerry, member of the public shared that he and other volunteers are providing meals to those participating in Tracy Community Connection Center (TCCC) laundry services program while they wait for their loads to be completed. He is asking for the community to reach out, connect and donate so they can continue to provide meal services.

Paul Healey asked the committee if they were aware of how the City of San Jose is addressing their homeless community and how churches are adding tiny homes to their property to provide housing support to the unhoused. He also highlighted the innovated ways that the City of San Jose is looking at the problem and looking for solutions.

Tom Heckman with Innovated Dwelling Solutions wanted to follow-up with what was said by the previous speaker and expressed that he is well versed in the programs and models that they are doing in San Jose and SB 4 and would like to have a discussion with someone in the City and potentially facilitate that process.

3. REGULAR AGENDA

- 3.A The Tracy Homelessness Advisory Committee receive an informational update on efforts pertaining to the City of Tracy's Strategic Plan to End and Prevent Homelessness and a project update on the Temporary Emergency Housing Facility, CIP 71112.

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

Victor Lopez, project Manager with Roebbelen provided the project update and responded to questions.

Committee questions.

Brian MacDonald, Director of Parks, Rec and Community Services responded to questions.

Yara Grimaldo, client at the Tracy Shelter shared her story of substance abuse and the challenges she suffered during that time. She was referred to the shelter by Gavin with TCCC in November and suffered a health scare in January. She expressed if not for the support from the shelter she may have not survived living unhoused. She is now an active participant in the programs provided at the shelter like Keeping It Clean and thanked The Salvation Army staff, TCCC, City staff and City Council for continuing to provide her with support.

Torey Davis, client at the Tracy Shelter expressed his gratitude for the shelter and staff and how fortunate he is to have a place where he can focus his time to achieving his goals. Thanked committee, City staff and the residents of Tracy for this opportunity and encouraged those needing help to take advantage of the program.

Community member expressed his gratitude to the City of Tracy, The Salvation Army and Familiar Faces.

Grace Gutierrez, client at the Tracy Shelter, shared that she was uneasy when she arrived at the shelter because she wasn't sure what to expect. She expressed that The Salvation Army provided her with the support she needed and she now volunteers through the Keeping It Clean program, at Tracy Interfaith and was kettle ringer during the holidays. She is also thankful for staff connecting her with a sober living facility where she can get help and reunify with her son who is in foster care. She expressed that The Salvation Army has become her family and appreciates all that they have done for her.

Paul Healey shared that he is the success story of the shelter. He is no longer at the shelter and was able to obtain permanent housing through the help of his case manager at the shelter. He expressed the shelter provides amazing support and stability so you can focus on getting your life together. He thanked

the City of Tracy and Tracy PD who put together familiar faces and both Hector and Ayesha were pivotal in getting him off the street and into the shelter. He expressed he tells people to go to the shelter because you cannot move your life forward living in the streets and that you need a stable environment to move forward.

Committee comments followed.

**ACTION:** No Motion was made, informative update.

- 3.B The Tracy Homelessness Advisory Committee recommend that City Council adopt a resolution: 1) Authorizing the acceptance of a grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation in the amount of \$436,246 to partially fund operations costs of the Tracy Interim Shelter Site (Temporary Emergency Housing Facility, CIP 71112); and 2) Appropriating \$436,246 of the total grant funds to the Parks, Recreation and Community Services Department, Homeless Services Division.

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

Committee comments and questions followed.

No public comment.

**ACTION:** Motion was made by Vice Chairperson Abercrombie and seconded by Chairperson Bedolla to recommend that the City Council adopt a resolution authorizing the acceptance of a grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation in the amount of \$436,246 to partially fund operations costs of the Tracy Interim Shelter Site (Temporary Emergency Housing Facility, CIP 71112); and 2) Appropriating \$436,246 of the total grant funds to the Parks, Recreation and Community Services Department, Homeless Services Division.

4. STAFF ITEMS- Brian MacDonald, Director of Parks, Rec and Community Services shared that a website engagement survey will be going out and encourage the community to participate by completing the survey.
5. COMMITTEE ITEMS- Vice Chairperson Abercrombie asked if staff felt that there was still a need for monthly THAC meetings and if they should return to quarterly.

Brian MacDonald, Director of Parks, Rec and Community Services responded to committee questions.

Chairperson Bedolla expressed he would be following up on the things he heard today from the public and staff. He believes in this team and all that is being done to provide support to the unhoused community and that at this time meetings will continue to be monthly and encourages the community to stay involved and to seek assistance if needed through the community services offered.

6. ADJOURNMENT- Time 8:00 PM

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

The above agenda was posted at the Tracy City Hall on April 14, 2025. The above are action minutes.

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Chairperson

ATTEST:

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Administration Technician

May 21, 2025

### AGENDA ITEM 3.A

#### RECOMMENDATION

**Staff recommends that the Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution (1) making a determination that compliance with standard procurement process is not in the best interest of the City and dispense the bidding requirements for the purchase of premanufactured custom container units for restrooms and showers from Linked Equipment, LLC. an Arizona Limited Liability Corporation, Tracy Municipal Code Section 2.20.180(4); and (2) approving the Purchase Agreement for Goods, Commodities, and Ancillary Services with Linked Equipment, LLC., for four (4) premanufactured customized containers to provide permanent restrooms and showers to be installed as part of the Phase II 2024 Site Improvements at the Temporary Emergency Housing Facility Project, CIP 71112, at 370 W. Arbor Avenue, for a Not-To-Exceed amount of \$448,074.**

#### EXECUTIVE SUMMARY

This agenda item requests that City Council make a determination that compliance with standard procurement process is not in the best interest of the City and dispense with standard procurement process for purchase of four (4) premanufactured custom containers for use as permanent restroom and shower facilities at the Temporary Emergency Housing Facility and approve the Purchase Agreement for Goods, Commodities, and Ancillary Services with Linked Equipment, LLC. (**Vendor**) an Arizona Limited Liability Corporation (**Agreement**), for a Not-To-Exceed amount of \$448,074, for the premanufactured customized containers needed to provide additional restroom and additional shower units, as required by the California Building Code, for the Temporary Emergency Housing Facility.

#### BACKGROUND AND LEGISLATIVE HISTORY

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

During design development for the TEHF Project it was determined that the use of prefabricated structures would best meet the City's goals and occupancy schedule. City staff contacted multiple vendors who could provide modified single trip shipping containers for use as restroom, showers, laundry, and storage units. Linked Equipment, Inc. was the only vendor that was willing to meet the City's custom requirements for the accessible and private interior layouts and utilize the materials the City requested to outfit the interior of the facilities, and also provide the necessary design, review & approval process to satisfy the requirements of the California Department of Housing and Community Development (HCD) review and approval process.

The City and Vendor entered into a Purchase Agreement for Goods, Commodities, and Ancillary Services, approved by the City Council on July 5, 2022, pursuant to Resolution 2022-099. The scope of the Agreement included the design, manufacture, and on-site ancillary services for ten (10) customized containers to provide permanent restrooms, showers, laundry, mechanical room, and storage units for the Temporary Emergency Housing Facility.

On July 5, 2023, the City Council authorized the purchase of eight (8) custom container dormitories from the vendor, pursuant to Resolution 2023-140, to be installed as part of the Phase IV interim facility improvements. Phase IV opened in December of 2023, providing housing for an additional 38 individuals. In addition to the units approved for purchase in 2022, four additional restroom and shower units are required by the building code to serve the increased number of site residents in housing provided by the Phase IV custom containers.

The design of the additional four units has already been reviewed and approved by HCD, therefor no additional engineering services are required. On May 16, 2024, Linked Equipment provided proposals for the four additional units as well as panels to enclose the maintenance area behind the units.

Foundation preparation and utility connections for the additional restrooms and showers is included in the Phase II Site Improvement construction work. All information for the additional units, including notations regarding the City's purchase of said materials, have been coordinated into the plans and specifications for the those bid documents, the award of which was approved on July 2, 2024, pursuant to Resolution 2024-116.

**FISCAL IMPACT**

The Temporary Emergency Homeless Shelter, CIP 71112, is an approved Capital Improvement Project with a total budget of \$22,255,348. There are sufficient funds available in the project for the proposed Amendment with the Vendor, with funding as follows:

<b><u>Funding Source</u></b>	<b><u>Budget</u></b>	<b><u>Expenses</u></b>	<b><u>Balance</u></b>
American Rescue Plan Act - City of Tracy	\$4,500,000	\$4,451,614	\$48,386
Housing Asset Funds	\$690,000	\$448,989	\$241,011
HHAP	\$329,240	\$329,240	\$0
HHAP R2	\$414,042	\$414,042	\$0
CDBG (4 Grants)	\$836,294	\$836,294	\$0
CDBG FY 2022	\$162,094	\$0	\$162,094
CDBG FY 2024	\$349,167	\$349,167	\$0
San Joaquin County (ARPA) R1	\$3,661,113	\$3,661,113	\$0
San Joaquin County (ARPA) R2	\$7,167,798	\$7,167,798	\$0
Federal (Harder) Grant	\$3,000,000	\$3,000,000	\$0
Redevelopment	\$1,145,600	\$1,145,600	\$0
Current Budget	\$22,255,348	\$21,803,857	\$451,491

**CEQA/NEPA DETERMINATION**

Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Facility on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662

for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

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

### STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted 2023-2025 Strategic Priorities: Quality of Life Strategy Plan, Goal No. 5, Continue to implement the Council-Adopted Homelessness Strategic Plan.

### ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution (1) making a determination that compliance with standard procurement process is not in the best interest of the City and dispense the bidding requirements for the purchase of premanufactured custom container units for restrooms and showers from Linked Equipment, LLC. an Arizona Limited Liability Corporation, Tracy Municipal Code Section 2.20.180(4); and (2) approving the Purchase Agreement for Goods, Commodities, and Ancillary Services with Linked Equipment, LLC., for four (4) premanufactured customized containers to provide permanent restrooms and showers to be installed as part of the Phase II 2024 Site Improvements at the Temporary Emergency Housing Facility Project, CIP 71112, at 370 W. Arbor Avenue, for a Not-To-Exceed amount of \$448,074.

Prepared by: Flor Robles, Administrative Technician

Reviewed by: Sara Castro, Director of Finance  
Brian MacDonald, Director of Parks, Recreation and Community Services  
Arturo M. Sanchez, Assistant City Manager  
Matthew Summers, Interim Assistant City Attorney

Approved by: Midori Lichtwardt, City Manager

### Attachments:

Attachment A-Purchase Agreement with Linked Equipment, LLC.  
Attachment B-Resolution 2022-099

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

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

**Recitals**

- A.** City is actively pursuing the construction of the Temporary Emergency Housing Facility (**Project**), which consists of four construction phases, to provide housing on a nightly basis to unhoused residents in the City, along with ancillary services, on a City-owned property of 4.8 acres located at 370 W. Arbor Avenue (**Project Site**).
- B.** The Vendor was determined during the initial project design phase to be the only vendor that both complied with the California Department of Housing and Community Development (HCD) requirements and was willing to meet the City’s specifications for construction of custom premanufactured container units for restroom, shower, laundry, and mechanical structures for Phase II of the Project. -
- C.** Phase IV of the Temporary Emergency Housing Facility Project consists of 38 beds provided through custom containers and was completed in December of 2023. Restrooms and showers for Phase IV are currently being provided by temporary restrooms and showers. Four additional custom premanufactured container units are required to provide permanent restrooms and shower facilities for the Phase IV occupants.
- D.** Installation of the four additional permanent restrooms and showers, to serve the Phase IV occupants, have been included in the Phase II Site Improvement construction contract.

This agreement is executed pursuant to Section 2.20.180 of Municipal Code as compliance with the formal procedures is not in the best interests of the City because Vendor has an agreement with City to procure similar restrooms and shower facilities for Phase 2 and at was the only Vendor at that time who would comply with the California Department of Housing and Community Development procedures and was willing to meet the City’s specifications for construction of these units. **Now, therefore, the Parties mutually agree as follows:**

**1. CITY PURCHASE.**

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

2. **NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE.** There shall be no substitution of Goods without the prior written authorization of the City. All Goods shall be manufactured by or under the direct supervision of, the Vendor's Authorized Representative: Mark Pike, President. Vendor shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement.
  
3. **DELIVERY DATES.** The Goods must be shipped and must arrive at the destination of 370 W Arbor Avenue, Tracy CA, 95304 and Ancillary Services must be provided by the Vendor as outlined in the detailed Delivery Timeline, specified in **Exhibit B.** **Exhibit B** specifies the outside delivery date of all Goods, as required by the City. However, Vendor seek additional time to verify the specific delivery dates of each batch of Goods, and the City agrees that the Vendor can provide that written confirmation prior to payment by the City of any Invoice. Vendor and City shall agree upon such specific delivery dates and documents as **Exhibit B** to this Agreement.
  - 3.1 In the event the City elects not to terminate this Agreement if Seller fails to comply with the Delivery Date, Seller agrees to immediately pay City liquidated damages in accordance with the terms and conditions set forth in in **Exhibit B** hereto, if any ("Delay Costs"). Seller acknowledges the Late Costs are a reasonable and accurate measure of actual damages and costs incurred by the City as a result of Seller's delays in complying with the Delivery Date and agrees to pay the Delay Costs as further consideration for the mutual covenants herein.
  
4. **PURCHASE PRICE.** City shall pay Vendor on a fixed fee basis, at the fee amounts outlined in **Exhibit C**, attached and incorporated by reference.
  - 4.1 **NOT TO EXCEED AMOUNT.** Vendor's total contract amount, for the aggregate of the Goods under this Agreement shall not exceed \$ 448,074.00 No work shall be performed by Vendor in excess of the total contract amount provided in this section without the City's prior written approval.
  - 4.2 **INVOICES.** Vendor shall submit invoices per the outlined schedule in Purchase of Goods in Exhibit C. Vendor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Vendor.
  - 4.3 **PAYMENT.** Within 30 days after the City's receipt of the invoice, City shall make payment to the Vendor based upon the Goods and Ancillary Services described on the invoice and approved by the City.

City shall not have an obligation to remit any payments for damaged Goods, Good that are not accepted in writing or delivery of Goods beyond the deadlines agreed upon by the parties in Exhibit B.
  
5. **CANCELLATION AND TERMINATION.** The City reserves the right to terminate or cancel any portion of this Purchase Agreement at any time prior to the delivery of Goods and Ancillary Services, with or without cause, by giving Vendor written notice, provided that if

the termination is without cause, then Vendor shall be entitled to payment for the value of the percentage of completion as to any units already under production to the extent such amount of the amount in excess of any down payment amounts previously paid by the City. There shall be no period of grace after giving the notice of cancellation or termination. Cancellation or termination shall become effective immediately upon the giving of notice by personal delivery or mail.

6. **BREACH**. In the event of a breach of the Purchase Agreement by Vendor, City may terminate the Purchase Agreement immediately without notice, may reduce payment to the Vendor in the amount necessary to offset City's resulting damages, may procure substitute Goods at Vendor's expense, and/or may pursue any other available recourse against Vendor. Vendor may not terminate this Purchase Agreement except for cause.
7. **DELIVERY RISK OF LOSS**. All orders will be Free on Board (**FOB**) origin if not otherwise specified. Risk of loss or damage to the Goods shall remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods that do not conform to the terms and conditions outlined under **Exhibit A**. Any Goods rejected may be returned to the Vendor at the Vendor's risk and expense.
8. **INDEMNIFICATION**. Vendor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Vendor's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City.
  - 8.1 **DEFINITION**. For the purposes of this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Vendor" means the Vendor, its employees, and agents; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".
  - 8.2 **PROVISION SURVIVAL**. The provisions of this Section 7 survive the completion of the services or the termination of this Agreement and are not limited by the provisions of Section 7 relating to insurance.
9. **INSURANCE**. Vendor shall, throughout the duration of this Agreement, maintain insurance to cover Vendor, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
  - 9.1 **COMMERCIAL GENERAL LIABILITY**. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

- 9.2 AUTOMOBILE LIABILITY.** (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- 9.3 WORKERS’ COMPENSATION.** coverage shall be maintained as required by the State of California.
- 9.4 ENDORSEMENTS.** Vendor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:
- 9.4.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”
- 9.4.2** For any claims related to this Agreement, Vendor’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Vendor’s insurance and shall not contribute with it.
- 9.5 NOTICE OF CANCELLATION.** Vendor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Vendor shall immediately obtain a replacement policy.
- 9.6 INSURANCE CERTIFICATE.** Vendor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.
- 9.7 SUBSTITUTE CERTIFICATES.** Vendor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.
- 9.8 VENDOR’S OBLIGATION.** Maintenance of insurance by the Vendor as specified in this Agreement shall in no way be interpreted as relieving the Vendor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Vendor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.
- 10. PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating, or storage unless otherwise specified. Goods must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City’s order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description, and Purchase Agreement Number must accompany each box or packing shipment. The City’s count or weight will be final and conclusive on shipments not accompanied by packing lists.

Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.

11. **TAXES.** The Vendor must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing of Goods; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in the Purchase Agreement, the Purchase Price will not be considered to include California state and city sales or use tax.
12. **WARRANTY.** The Vendor warrants that all Goods will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured according to detailed design furnished by the City, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the City, and that such Goods if installed by the Vendor shall conform to applicable specifications.
  - 12.1 The Vendor's warranties, together with its service guarantees, must run to the City and its customers or users of the Goods and must not be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.
13. **DUTY TO DEFEND.** Vendor agrees, (1) at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents, and council members (collectively the **Parties to be defended**) from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (i) the Goods provided pursuant this Purchase Agreement; (ii) allegations that the Goods are defective in manufacture or design; (iii) any patent or other intellectual property right related to the Goods and (iv) the work, activities, operations, or duties of Vendor, or of anyone employed by or working under the Vendor, or (2) any breach of this Agreement by Vendor.
  - 13.1 This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to the City.
14. **REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS.** Vendor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work performed, or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
15. **NOTICES.** All notices, demands, or other communications that this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed

to the other party at the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:  
Brian MacDonald  
Director of Parks & Recreation  
City of Tracy,  
333 Civic Center Plaza  
Tracy, CA 95376

To Vendor:  
Mark Pike  
President  
Linked Equipment, LLC.  
3454 East Illini  
Phoenix, AZ 85040

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

## 16. **MISCELLANEOUS**

- 16.1 STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to Vendor's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.
- 16.2 AMENDMENTS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
- 16.3 WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 16.4 ASSIGNMENT AND DELEGATION.** Vendor may not assign, transfer, or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be consent to any subsequent assignment.
- 16.5 JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
- 16.6 COMPLIANCE WITH THE LAW.** Vendor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.
- 16.6.1 HAZARDOUS MATERIAL.** Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.
- 16.6.2 NON-DISCRIMINATION.** Vendor represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any

third-party vendor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Vendor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

- 16.7 **BUSINESS ENTITY STATUS.** Vendor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Vendor. By entering into this Agreement, Vendor represents that it is not a suspended corporation. If Vendor is a suspended corporation at the time, it enters this Agreement, City may take steps to have this Agreement declared voidable.
- 16.8 **BUSINESS LICENSE.** Before the City signs this Agreement, Vendor shall obtain a City of Tracy Business License. Vendor shall maintain an active City of Tracy Business License during the term of this Agreement.
- 16.9 **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 16.10 **CONSTRUCTION OF AGREEMENT.** Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.
- 16.11 **SEVERABILITY.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.
- 16.12 **CONTROLLING PROVISIONS.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Vendor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Vendor's proposal (if any), the Exhibits shall control.
- 16.13 **ENTIRE AGREEMENT.** This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations, or agreements. All exhibits attached hereto are incorporated by reference herein.

- 17. **SIGNATURES.** The individuals executing this Agreement on behalf of Vendor represent and warrant that they have the right, power, legal capacity, and authority to enter and execute this Agreement on behalf of Vendor.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**City of Tracy**

\_\_\_\_\_  
By: Dan Arriola  
Title: Mayor  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
April Quintanilla, City Clerk

Approved as to form:

\_\_\_\_\_  
Matthew Summers  
Interim City Attorney

**Vendor**

Linked Equipment, LLC. (An Arizona LLC)

*Mark Pike*

\_\_\_\_\_  
By: Mark Pike  
Title: CEO / Managing Member  
Date: 05-07-2025

Federal Employer Tax ID No. 45-5270792

Exhibits:

- A Description of Goods
- B Delivery Timeline
- C Purchase Price and Payment Terms

## EXHIBIT A – DESCRIPTION OF GOODS

- A. The Vendor shall fabricate and deliver to the City a total of four (4) new steel shipping containers that meet the following specifications.
- 1) Two restroom containers will be twenty (20) feet long and nine and a half (9.5) feet high;
  - 2) Two shower containers will be forty (40) feet long and nine and a half (9.5) feet high;
  - 3) The shower and restroom containers will be manufactured per the State approved plans used for the restroom and shower structures per the City specifications, attached for reference;
  - 4) All containers shall meet the following additional design specifications of the City;
    - a. Each restroom structure will include one (1) restroom of a size and configuration that complies with the requirements set forth in the Americans with Disabilities Act (ADA) for accessible restroom and two standard restrooms. All restrooms must comply with the California Building Code.
    - b. Each shower structure will include three (3) shower rooms of a size and configuration that complies with the requirements set forth in the Americans with Disabilities Act (ADA) for accessible showers and two standard shower rooms. All restrooms must comply with the California Building Code.
    - c. Each container will include; R-19 closed cell spray foam insulation under the bottom of the unit, minimum R-19 equivalent insulation in all walls and ceiling, provided by R-6 rated wrap and R-13 rated bat insulation, automatic dusk to dusk dome lights mounted over exterior doors, one Daikon minim-spilt condenser unit, and exterior rated 125A electrical panel with main shut off, walls will be framed with 2x4 wood studs and finished with (drywall, plastic wall board) sheet flooring and epoxy paint shall be applied to the exterior of the containers in the two colors designated by the City.

Materials cut sheets are included as **Exhibit A-5**

- 5) All containers shall be constructed following the Linked Equipment Quality Assurance Manual detailing the manufacturing protocols required for approval by the California Department of Housing and Community Development (HCD), stamped approved by Radco, a California Department of Housing and Community Development approved third party design approval agency, attached as **Exhibit A-4**

The Vendor shall manufacture the structures as described in the attached quotes and descriptions, fabricating all required components, and providing all labor and materials, and shipping the completed the pre-manufactured structures to the City's project site to arrive at a time coordinated with the City and the City's general construction contractor. The Vendor shall also fabricate and provide one set of enclosure panels to secure the maintenance area between the various structures.

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

- Exhibit A-1** – Twenty Foot Restroom Structures (2)
- Exhibit A-2** – Forty Foot Shower Structures (2)
- Exhibit A-3** - Enclosure Panels.
- Exhibit A-4** – Quality Assurance and Quality Control Manual
- Exhibit A-5** – Material Cut Sheets

## **EXHIBIT B - Delivery Coordination and Schedule**

The delivery of the four completed restroom and shower units, including all associated enclosure panels, shall be coordinated with the City and the City's general construction contractor following execution of the Agreement and before issuance of the formal Notice to Proceed.

The Notice to Proceed will be issued by the City and transmitted via email to the Vendor once the City, its general construction contractor, and the Vendor have coordinated and mutually agreed upon a delivery schedule, which shall be submitted in writing to the City and approved. Delivery is currently anticipated to occur in September 2025.

The delivery schedule shall reflect the projected timeline for completion of the custom container units and shall identify all key milestones in the manufacturing process. This includes, but is not limited to, the timing of material orders, expected delivery of critical path components, required inspections and approvals, pressure testing of all plumbing systems, and installation of all finish materials and fixtures.

The Vendor shall immediately notify the City of any delays in the shipment of, or receipt of any critical path items that may impact the delivery timeline.

### **Delay Costs for Late Delivery**

If, for some reason, the Vendor fails to meet the agreed-upon delivery date. In that case, the Vendor shall immediately compensate the City in an amount equal to five percent (5%) of the total purchase price for every seven (7) calendar days the goods remain undelivered in full compliance with this Agreement, unless the City elects to terminate the Agreement. These delay costs are in addition to any other remedies available to the City and are intended as a reasonable estimate of the damages the City may incur as a result of such delay.

**EXHIBIT C – PURCHASE PRICE AND PAYMENT SCHEDULE**

Goods as described in Exhibit A: FOB 370 W. Arbor Avenue, Tracy, California

<b>CUSTOM CONTAINER</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL</b>
Premanufactured Restroom Unit	2	\$ 63,750	\$ 149,000.00
2 Premanufactured Shower Unit	2	\$ 110,766	\$ 251,800.00
Enclosure Panels	1	\$ 2,660	\$ 6,540.00
10% Contingency			\$ 40,734.00

**NOT-TO-EXCEED**

**TOTAL \$ 448,074.00**

**PAYMENT TERMS**

After Vendor receipt of executed Agreement and Notice to Proceed, invoices shall be submitted on the following schedule:

**Payment for Goods**

1. 25% deposit for each unit when verification is provided by the Vendor to the City that container orders have been placed and container delivery dates are confirmed per the schedule coordinated with the City and the City’s general construction contractor.
2. 25% progress payment for each unit upon City receipt of inspection report of mechanical and plumbing rough in, and approval by the 3rd party inspector, for the California Department of Housing and Community Development, of all framing, plumbing, mechanical and electrical rough in, prior to installation of finished walls and fixtures.
3. 25% progress payment for each unit upon City receipt of final inspection report and approval by the 3rd party inspector, for the California Department of Housing and Community Development, and shipment of completed custom container units to the City project site per the schedule coordinated with the City and the City’s general construction contractor.
4. 25% final payment for each unit upon City inspection and formal written acceptance of each completed custom container on the City project site, and upon receipt of final As Built drawings for the completed units.