

CITY OF NEWARK CITY COUNCIL

371 Newark Boulevard, Newark, CA 94 60-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

City Administration Building
7:30 p.m.
City Council Chambers

AGENDA

Thursday, December 10, 2015

A. ROLL CALL

B. MINUTES

- B.1 Approval of Minutes of the regular City Council meeting of Thursday, November 12, 2015. (MOTION)

C. PRESENTATIONS AND PROCLAMATIONS

- C.1 Commending retired Fire Department employees. (COMMENDATION)

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

- E.1 Hearing to consider the Sanctuary Project, 386 single family units at the northwest corner of Cherry Street and Stevenson Boulevard by: (1) an ordinance rezoning approximately 68.55 acre portion of Vesting Tentative Tract Map 8270 from R-6000 (Low Density Residential) to LDR-FBC (Low Density Residential – Form Based Codes) and approximately 3 acres from R-6000 (Low Density Residential) to POS-FBC (Parks and Open Space – Form Based Codes); (2) approving a resolution for Vesting Tentative Tract Map 8270; and (3) by motion, approving an Architectural and Site Plan Review. – From Assistant City Manager Grindall. (ORDINANCE)(RESOLUTION)(MOTION)

F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.8 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

CONSENT

- F.1 Authorization for the City of Newark to accept a California Department of Alcoholic Beverage Control (ABC) grant and authorizing the Police Chief to sign the standard agreement – from Police Chief Leal. (RESOLUTION)**
- F.2 Approval of the 2016 Local Appointments List – from City Clerk Harrington. (MOTIONS-3)**
- F.3 Acceptance of the Annual Report on Newark Development Impact Fees for Fiscal Year 2014-2015 in accordance with Government Code Section 66006(b) – from Assistant Planner Jimenez and Assistant City Manager Grindall. (MOTION)**
- F.4 Approval of specifications, acceptance of bid, and award of contract to Mike Davis Landscape Services for Park and Landscape Maintenance Services, Project 1123A – from Maintenance Supervisor Hornbeck. (MOTION)(RESOLUTION)**
- F.5 Approval of the final map for Tract 8212, a 77-lot single-family residential subdivision (Classic 36120 Ruschin, L.P.) at 36120 Ruschin Drive – from Assistant City Engineer Fajeau. (RESOLUTION)**
- F.6 Approval of Amendment No. 1 to the Project Specific Funding Agreement with Alameda County Transportation Commission for the Preliminary Engineering/Environmental (PE/Env), and the Final Design (PS&E) Phases of the Central Avenue Overpass, Project 1014 – from Public Works Director Claassen. (RESOLUTION)**
- F.7 Adoption of a resolution making the five-year findings for the Community Development Maintenance Impact Fee as required by Government Code Section 66001(d) – from Assistant Planner Jimenez and Assistant City Manager Grindall.**
- F.8 Approval to reorganize the management structure in Administrative Services by establishing a Division Chief for Finance by amending Resolution No. 2505, the Employee Classification Plan, to add the classification of Accounting Manager; amending Resolution No. 10401, the Compensation and Benefit Plan for City Officials, and the Management, Supervisory and Professional Group, to add the classification of Accounting Manager; and amending Resolution No. 10235, the 2014-2016 Biennial Budget, to add a position and the funding for the position of Accounting Manager and to delete the position of Accountant – from Human Resources Director Abe. (RESOLUTIONS-3)**

NONCONSENT

F.9 Approval of Contractual Services Agreement with Quincy Engineering, Inc. to provide professional engineering services for the Central Avenue Overpass, Project 1014, Alameda CTC Project No. 1211.001 – from Public Works Director Claassen.

F.10 Approval of solid waste collection and recycling services maximum rates for 2016 with an increase of 3.4% over 2015 maximum rates – from Administrative Services Director Woodstock. (RESOLUTION)

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

I.1 Appointment of Mayor Pro Tempore and authorization for the Mayor Pro Tempore to sign and endorse checks, warrants, and other instruments – from Mayor Nagy. (MOTION)(RESOLUTION)

I.2 Appointments of City Council Members to agencies, boards, commissions, and committees – from Mayor Nagy. (RESOLUTION)

I.3 Reappointment of Planning Commissioners Fitts and Otterstetter – from Mayor Nagy. (RESOLUTION)

J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

K. ORAL COMMUNICATIONS

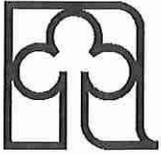
L. APPROPRIATIONS

M. CLOSED SESSION

N. ADJOURNMENT

Pursuant to Government Code 54957.5: Supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and at the City Clerk's Office located at 37101 Newark Boulevard, 5th Floor, during normal business hours. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection.

For those persons requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.



CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

City Administration Building
7:30 p.m.
City Council Chambers

Draft

Thursday, November 12, 2015

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:32 p.m. Present were Council Members Hannon, Freitas, Bucci, and Vice Mayor Collazo.

B. MINUTES

B.1 Approval of Minutes of the regular City Council meeting of Thursday, October 22, 2015.

Council Member Freitas moved, Council Member Bucci seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 5 AYES.

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Introduction of employees.

Mayor Nagy introduced newly hired Public Works General Laborer Francisco Aguirre and recently promoted Senior Building Mechanic Jim Murray.

C.2 Commending Newark Days Committee members.

Mayor Nagy presented the commendation to members of the Newark Days Committee.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

Council Member Hannon requested the removal of F.1.

John Henneberry requested the removal of F. 3.

Vice Mayor Collazo moved, Council Member Bucci seconded, to approve Consent Calendar Items F.2 and F.4, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

CONSENT

- F.2 Adopting a Compensation Plan for Certain Positions in the Exempt Service Employee Group to amend the Hourly Wage Rate Schedule for Part-Time, Seasonal, and Temporary (PST) Classifications; and Revoking Resolution No. 10,293. RESOLUTION NO. 10425**

- F.4 Approval of the final map for Tract 8208, a 281-unit residential subdivision entitled Continental Residential, Inc. (formally known as Prima Residential) at Cedar Boulevard and Cedar Court.**

RESOLUTION NO. 10426

NONCONSENT

- F.1 Authorization for the City to accept the Office of Traffic Safety (OTS) “Avoid the 21” DUI enforcement campaign grant award, authorize the Police Chief to sign the Memorandum of Understanding, and amend the 2014-2016 Biennial Budget. RESOLUTION NO. 10427**

Council Member Hannon commended staff for participating in this program.

Mayor Nagy also commended staff for the recent Pedestrian Safety Operation program.

Council Member Hannon moved, Vice Mayor Collazo seconded to, accept the Office of Traffic Safety (OTS) “Avoid the 21” DUI enforcement campaign grant award, authorize the Police Chief to sign the memorandum of Understanding, and amend the 2014-2016 Biennial Budget. The motion passed, 5 AYES.

F.3 Authorization for the purchase of three (3) new, replacement vehicles for the Police Department from Folsom Lake Ford and outfitting by Classic Graphics and Lehr. RESOLUTION NO. 10428

John Henneberry stated that the City Council should not approve this purchase. He stated that Newark was a safe city and that the Police Department was overfunded. He requested that the City fund the library to add 26 operating hours per week. He stated that the Utility User Tax should end as soon as possible.

Mayor Nagy stated that he is proud that this is a safe city, thanks to the Police Department.

Council Member Hannon stated that public safety is the number one priority of government. The expectation of the public is a quick response.

Council Member Hannon moved, Council Member Freitas seconded to authorize the purchase of three new 2016 Ford SUV Utility Interceptors from Folsom Lake ford for \$121,272.33 through the intergovernmental procurement process and outfitting by Classic Graphics and Lehr not to exceed \$58,500. The motion passed, 5 AYES.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Mayor Nagy announced that he would adjourn the City Council meeting in memory of RAVEN volunteer Gene Stuhr. He wished the public a Happy Thanksgiving.

Council Member Hannon noted Veterans Day was the day before and thanked those who have served in the military.

Council Member Freitas stated that two homes on Mulberry that were abandoned are now for sale. He commended City Attorney Benoun for his leadership in this receivership program.

Council Member Bucci expressed his condolences to the Stuhr family.

J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

K. ORAL COMMUNICATIONS

Gregory Lemos stated that trees were being trimmed and sidewalks repaired around the City. He stated that the Alameda County Water District would be considering a 20 percent rate increase. He requested that residents write to the water board regarding this increase.

Tim Jones thanked the City Council for honoring Gene Stuhr.

John Henneberry stated that Newark employees were overpaid and the department heads were figure heads. He requested that the Assistant City Manager position be eliminated. He questioned the City's funding of some of the Chamber of Commerce services. He requested that Officer Neithercutt be fired and the Utility User Tax eliminated.

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of November 12, 2015. MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 106038 to 106249.

Council Member Freitas moved, Council Member Bucci seconded, to approve the Register of Audited Demands. The motion passed, 5 AYES.

M. CLOSED SESSION

N. ADJOURNMENT

At 8:06 p.m. Mayor Nagy adjourned the City Council meeting in memory of RAVEN volunteer and Newark resident Gene Stuhr.

C.1 Commending retired Fire Department employees.

(COMMENDATION)

Background/Discussion – In 2010, the Newark Fire Department consolidated with the Alameda County Fire Department. Retiring Fire Department employees: Brian Caminada, Tony Connell, Ernie Morua, and Steve Perry faithfully served the City of Newark Fire Department for many years and continued to serve the City when they transitioned to the Alameda County Fire Department. They will be at the City Council meeting to accept retirement commendations.

- E.1 Hearing to consider the Sanctuary Project, 386 single family units at the northwest corner of Cherry Street and Stevenson Boulevard by: (1) an ordinance rezoning approximately 68.55 acre portion of Vesting Tentative Tract Map 8270 from R-6000 (Low Density Residential) to LDR-FBC (Low Density Residential – Form Based Codes) and approximately 3 acres from R-6000 (Low Density Residential) to POS-FBC (Parks and Open Space – Form Based Codes); (2) approving a resolution for Vesting Tentative Tract Map 8270; and (3) by motion, approving an Architectural and Site Plan Review. – From Assistant City Manager Grindall.**
(ORDINANCE)(RESOLUTION)(MOTION)

Background/Discussion - The Sobrato Development Company has submitted an application for a 386 lot single family dwelling subdivision at the northwest corner of Cherry Street and Stevenson Boulevard. This area was previously referred to as “Area 3” in the General Plan and is now known as “Sanctuary”.

Development Agreement & Specific Plan

The implementation of this development project is governed by a Development Agreement (“DA”) between the City of Newark and the applicant. After significant community review and discussion, in 2010 the City Council adopted a Specific Plan and Development Agreement to guide development in this area. A legal challenge ensued and after the litigation was resolved the City Council again approved the Specific Plan and DA. Those approvals occurred in March and April 2015.

The Specific Plan calls for low density housing, an elementary school, and a neighborhood park. This application furthers the Specific Plan by proposing 386 single family detached homes, a 6 acre elementary school site, and a 3 acre park site to be shared with the school.

The Development Agreement, as approved by the Council, provides the City with a number of benefits. Specifically, it contractually obligates the developer to do the following:

- (1) Upon issuance of the 1st residential building permit, the developer will dedicate to the City a sixty-six (66) acre parcel along Mowry Avenue in Area 4 for recreational use;
- (2) Upon issuance of the 1st residential building permit, the developer will dedicate to the City a six (6) acre parcel to be used for construction of an elementary school; and
- (3) Upon issuance of the 250th building permit, the developer will build a three (3) acre park to be shared by the neighborhood and the school.

Elementary School Site

As required under the Development Agreement, the elementary school site must be located in the area in cooperation with the Newark Unified School District, the City, and the Developer. City staff has conferred with School District representatives and they have agreed on a location. That location is shown in the attachments. The offer of land dedication has to be made at the first building permit and may not be rescinded for a period of seven years or at the 200th building permit, whichever is later. During this period the City may elect to receive a monetary payment from the developer in lieu of the school site based on the appraised value of the site (approximately \$3.4 million). The developer has no obligation to construct a school, but it does have a contractual obligation to either dedicate the 6 acre land or make the cash payment. Also, if construction of the elementary school does not commence within this period, then the developer will not make the dedication and instead will make the cash payment.

Park

The developer is obligated to both dedicate land and construct a three acre park, per the terms of the DA. This park will be shared between the school and the neighborhood. The design of the park will be completed at a later date. Design elements could include multi-turf areas for recreational purposes, playground areas for multiple school-age groups, and other passive features such as benches and picnic tables. The design will also take into consideration the shared-use needs of the adjacent school.

Tentative Map

In furtherance of this project, the applicant has submitted a Vesting Tentative Tract Map encompassing approximately 77.55 acres of developable land. The map is divided into four villages that will be comprised of six different building types. The elevations for each village are conceptual in nature and will give guidance to each individual builder as to what is acceptable for design. The individual elevations proposed by the builders will require the review and approval of the Community Development Director before any permit is issued.

Rezoning

The current General Plan designation for the majority of the property is Low-Medium Density Residential. The remainder of the property has a Public-Institutional as well as a Parks and Recreational Facilities designation. This was in anticipation of both a school and a park locating in this area. The current zoning for the entire parcel, however, is R-6000 (Low Density Residential).

As the General Plan designation and zoning need to be consistent, approximately 68.55 acres of the site is proposed to be rezoned to LDR-FBC (Low Density Residential – Form Based Codes) which is a low density (zero to 14 dwelling units per gross developable acre) to accommodate the residential development. The LDR designation under the Form Based Codes allows for greater flexibility with setbacks and lot size, which is what the applicant is proposing. Approximately 3 acres is proposed to be rezoned to POS-FBC (Parks and Open Space – Form Based Codes) to accommodate the park. The remainder of the site (6 acres) where the school is proposed will remain R-6000. Any future school will require approval of a conditional use permit.

Architectural Review

The architectural character of the proposed homes at Sanctuary draws upon the surrounding community to provide a diverse range of complementary home styles throughout the villages. Home styles reference Mission, Craftsman, Country, Ranch and Farmhouse elements—elements reflective of Newark’s railroad and agricultural history and built neighborhoods in the city. Several home styles are provided throughout each village to offer a variation in streetscape and ensure that no village is monotonous. The combination of diverse, yet complementary, home styles on a range of lot sizes will create a visually engaging environment for residents and guests alike.

The styles shown are not meant to limit creativity by the design team, but set priorities to achieve the following:

- Diverse and interesting massing/roof lines amongst the plans.
- Utilization of high quality materials, including stucco, cementitious siding and concrete tile/composition roofing/or standing seam metal roofing.
- Each neighborhood shall incorporate three styles minimum. It is allowable for a theme to be established, that still allows for unique detailing and individuality.
- Corner lots shall be treated with dual frontage or as an enhanced side with similar materials and details wrapping both exposed elevations.

Affordable Housing

As required by the Development Agreement approved by the Council earlier this year, the developer is obligated to provide 15% of the housing units as “Moderate Income Household units” (as defined by the California Department of Housing and Community Development). The developer may opt out of this obligation by paying an affordable housing in-lieu fee. The initial lump sum payment of \$1.5 million would be paid within ten days of issuance of the 50th building permit in Sanctuary, followed by a per lot payment of \$1,500 for the remainder of the units in Sanctuary and in Area 4. The in-lieu fee is capped at \$3,000,000.

Environmental

The Environmental Impact Report (EIR) that was prepared for Area 3 & 4 analyzed the impacts of the proposed uses and therefore no further environmental review is required. The project is, however, subject to the mitigation measures described in the EIR.

Attachments

Update – At its November 10, 2015 meeting, the Planning Commission approved: 1) Resolution No. 1916, recommending approval of RZ-15-28, a rezoning for an approximately 68.55 acre portion of Vesting Tentative Tract Map 8270 from R-6000 (Low Density Residential) to LDR-FBC (Low Density Residential – Form Based Codes) and approximately 3 acres from R-6000

(Low Density Residential) to POS-FBC (Parks and Open Space – Form Based Codes); 2) Resolution No. 1917, recommending approval of TM-15-27, Vesting Tentative Tract Map 8270 for 386 single family units; and 3) by motion, ASR-15-29, an Architectural and Site Plan Review, with Exhibit A, pages 1 through 15.

Action - It is recommended that the City Council, 1) introduce an ordinance amending Title 17 (Zoning) of the Newark Municipal Code being the City of Newark Zoning Ordinance by changing the zoning of a specified area in the City of Newark; 2) approve Vesting Tentative Map 8270 for 386 single family units at the northwest corner of Cherry Street and Stevenson Boulevard; and 3) by motion, approve ASR-15-29, an Architectural and Site Plan Review, with Exhibit A, pages 1 through 15.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
NEWARK AMENDING TITLE 17 (ZONING) OF THE
NEWARK MUNICIPAL CODE BEING THE CITY OF
NEWARK ZONING ORDINANCE BY CHANGING THE
ZONING OF A SPECIFIED AREA IN THE CITY OF NEWARK

The City Council of the City of Newark does ordain as follows:

Section 1: Pursuant to Section 17.80.070 of Title 17 (Zoning) of the City of Newark Municipal Code, the City Council of the City of Newark does hereby find that the zoning change embodied in this ordinance is necessary and desirable to achieve the purposes of Title 17 (Zoning) of the Newark Municipal Code; is consistent with the policies, goals, and objectives of the General Plan; and promotes the public health, safety, morals, comfort, convenience, and general welfare of the residents of the City of Newark.

Section 2: Title 17 (Zoning) and Section 17.44.010 “Zoning Map” thereof, being the City of Newark Zoning Regulations, are hereby amended by rezoning and redistricting the territory in the City of Newark, County of Alameda, State of California, from R-6000 (Single Family Residential) to LDR-FBC (Low Density Residential – Form Based Codes) and POS-FBC (Parks and Open Space – Form Based Codes), hereinafter described as follows:

All that real property designated as Vesting Tentative Map 8270 in the City of Newark, County of Alameda, State of California as shown on Exhibit A attached hereto and incorporated herein by reference

Section 3: Severability and Validity. If any section, subsection, sentence, clause, or phrase or word of this ordinance is for any reason held to be unconstitutional, unlawful, or otherwise invalid by a court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Newark hereby declares that it would have passed and adopted this ordinance and each and all provisions thereof irrespective of the fact that any one or more of said provisions be declared unconstitutional, unlawful or otherwise invalid.

Section 4: Effective Date. This ordinance shall take effect thirty (30) days from the date of its passage. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in The What’s Happening Tri City Voice, a newspaper of general circulation published and printed in the City of Fremont, County of Alameda and circulated in the City of Newark.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING VESTING TENTATIVE MAP 8270
FOR 386 SINGLE FAMILY UNITS AT THE NORTHWEST
CORNER OF CHERRY STREET AND STEVENSON
BOULEVARD

WHEREAS, Sobrato Development Company has submitted VTM-15-27, Vesting Tentative Map 8270, to the City Council of the City of Newark for a 386-unit residential project at the northwest corner of Cherry Street and Stevenson Boulevard (APNS: 901-185-18 through 24);

PURSUANT to Municipal Code Section 17.72.060, a public hearing notice was published in The Tri City Voice on November 24, 2015, and mailed as required, and the City Council held a public hearing on said application at 7:30 p.m. on December 10, 2015 at the City Administration Building, 37101 Newark Boulevard, Newark, California.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve VTM-15-27, Vesting Tentative Map 8270 as shown on Exhibit A, pages 1 through 15 and made a part hereof by reference, subject to the following conditions:

Planning Division

- a. Approval of VTM-15-27, Vesting Tentative Map 8270, shall be effective at such time RZ-15-28, the Rezoning of the property within the boundary of Vesting Tentative Map 8270, takes effect.
- b. The project shall be subject to the mitigation measures as described in the Newark Areas 3 and 4 Specific Plan Project Environmental Impact Report (SCH No. 2007052065).
- c. There shall be no roof-mounted equipment other than satellite dishes, other similar television or radio antennas, and solar equipment. AC Units shall not be mounted on the roof.
- d. All lighting shall be directed on-site so as not to create glare off-site, as required by the Community Development Director.
- e. Construction site trailers and buildings located on-site shall be used for office and storage purposes only, and shall not be used for living or sleeping quarters. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- f. Measures to respond to and track complaints pertaining to construction noise shall include: (1) a procedure and phone numbers for notifying the City of Newark Building Inspection Division and Newark Police Department (during regular construction hours and off-hours); and (2) a sign posted on-site pertaining to the permitted construction days and hours and complaint procedures and who to notify in the event of a problem. The

sign shall also include a listing of both the City and construction contractor's telephone numbers (during regular construction hours and off-hours).

- g. The covenants, conditions and restrictions (CC&Rs) filed for this development shall include a provision requiring that that garages shall only be used for automobile parking.
- h. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site cleanup shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- i. All exterior utility pipes and meters shall be painted to match and/or complement the color of the adjoining building surface, as approved by the Community Development Director.
- j. Prior to the issuance of a building permit, the conceptual elevations as submitted by the developer as part of this application shall be reviewed and approved by the Planning Commission and City Council. The building elevations shall reflect architectural projections such as roof eaves, bay windows, greenhouse windows, chimneys and porches. Said elevations shall specify exterior materials. Final elevations shall be submitted for the review and approval of the Community Development Director.
- k. Prior to the issuance of a building permit, floor plans consistent with those reviewed and approved by the Planning Commission and City Council, shall be submitted for the approval of the Community Development Director.
- l. Prior to the issuance of a building permit, the roof material shall be reviewed and approved by the Community Development Director. All roof material shall consist of fire retardant shake roof, concrete tile, or a roof of similar noncombustible material. Mansard roofs with the above material may be used to screen tar and gravel roofs. All roofs shall be of Class C fire resistant construction or better. Composition shingles shall be Presidential-style or of comparable quality, subject to the review and approval of the Community Development Director.
- m. Prior to the issuance of a building permit, the location and screening design for garbage, refuse and recycling collection areas for the project shall be submitted for the review and approval of Republic Services and the Community Development Director, in that order. The approved garbage, refuse and recycling areas shall be provided prior to the issuance of a Certificate of Occupancy, as required by the Community Development Director. No refuse, garbage or recycling shall be stored outdoors except within the approved trash and recycling enclosures.
- n. Prior to issuance of a grading permit, the developer shall hire a qualified biologist to: (1) determine if occupied Burrowing Owl habitat(s) exist on the site, and (2) implement a plan to protect the owls and to excavate the site around any active burrows using hand

tools to assure that the owls are not buried during grading in the event Burrowing Owl habitat(s) is found on the site. The occupied Burrowing Owl habitat(s), if found, shall not be disturbed during the nesting season. The Burrowing Owl study shall be conducted not more than 30 days prior to the time site grading activities will commence.

- o. During project construction, if historic, archeological or Native American materials or artifacts are identified, work within a 50-foot radius of such find shall cease and the City shall retain the services of a qualified archeologist and/or paleontologist to assess the significance of the find. If such find is determined to be significant by the archeologist and/or paleontologist, a resource protection plan conforming to CEQA Section 15064.5 shall be prepared by the archeologist and/or paleontologist and approved by the Community Development Director. The plan may include, but would not be limited to, removal of resources or similar actions. Project work may be resumed in compliance with such plan. If human remains are encountered, the County Coroner shall be contacted immediately and the provisions of State law carried out.
- p. Prior to their installation, mailbox locations and designs shall be approved by the Community Development Director and Newark Postmaster. The mailbox compartments of centralized mailboxes shall identify the individual dwelling units with permanent, easily legible lettering.
- q. Prior to the issuance of a Certificate of Occupancy, roll-up garage doors with automatic garage door openers shall be provided for each unit.
- r. Prior to final inspection and utility release for each unit, the developer shall pre-wire each unit for satellite and cable television connections, as required by the Community Development Director.
- s. Prior to the issuance of a sign permit, all signs, including those referring to construction, sale, or future use of this site, shall be submitted for the review and approval of the Community Development Director.
- t. In accordance with the Development Agreement, the applicant shall pay the following Development Impact Fees. These fees are due prior to the issuance of each permit:
 - Art in Public Places: \$270/unit
 - Public Safety: \$1,989/unit
 - Community Services/Facilities: \$1,942/unit
 - Transportation: \$801/unit
 - Community Development Maintenance Fee: 0.5% of Construction Valuation

Engineering Division

- u. The development will require approval of a final map(s) filed in accordance with the State Subdivision Map Act and the City of Newark Subdivision Ordinance. The final map shall designate and/or dedicate all required easements, including but not necessarily

limited to emergency vehicle access easements, private vehicle access ways, storm water drainage easements, open space/recreational easements and public utility easements over all common areas of the project. The final map must be approved prior to the issuance of any building permits.

- v. The project shall conform to the approved vesting tentative tract map and all conditions of approval set forth therein. Approval of the tentative tract map shall expire according to the provisions of the State Subdivision Map Act and any amendments thereto and applicable provisions of the Newark Municipal Code. The vesting tentative tract map provides a preliminary design for the infrastructure improvements associated with the proposed subdivision. The developer shall be responsible for any required changes to this preliminary design as determined necessary by the City of Newark to satisfy applicable design requirements.

- w. Prior to approval of the final map, the developer shall guarantee all necessary public street improvements within and adjacent to the development as required by the City of Newark Subdivision Ordinance and in accordance with tract improvement plans to be approved by the City Engineer. Off-site improvements include, but are not necessarily limited to all new in-tract public streets complete with all street paving, curb and gutter, and sidewalk facilities, landscaping, storm drainage, utilities, etc., and all other remaining off-site improvements within the adjoining Cherry Street and Stevenson Boulevard rights-of-way and adjoining easement areas, including traffic signal installation at the main Cherry Street entrance and other new street openings. Additional off-site improvements include the modification of the Cherry Street and Mowry Avenue intersection for installation of a second westbound left-turn lane and associated realignment as well as coordination with the City for additional improvements at this intersection by others. On-site common areas in the development, including, but not necessarily limited to all private street areas, underground utilities, storm drain system improvements, common area storm water bio-treatment improvements, in-tract lighting, and landscape areas shall also be included with the tract improvement plans and guaranteed by the developer prior to final map approval to ensure that the improvements are designed and constructed to City standards prior to transfer to the required homeowner's association. All private streets shall be designed based on a traffic index of not less than 6.0. Public streets shall be designed based on specific traffic indexes established by the City Engineer. Street paving shall be completed in not less than two lifts for all public and private streets. The tract improvement plans shall be prepared by a qualified person licensed by the State of California to do such work.

- x. This site is subject to the State of California National Pollutant Discharge Elimination System (NPDES) Program General Permit for Storm Water Discharges Associated with Construction Activity. Prior to issuance of a grading permit or a building permit, the developer needs to provide evidence that the proposed site development work is covered by said General Permit for Construction Activity. This will require confirmation that a Notice of Intent (NOI) and the applicable fee were received by the State Water Resources Control Board and the submittal of the required Storm Water Pollution Prevention Plan (SWPPP) for review and approval by the City Engineer. In addition the grading plans need to state: "All grading work shall be done in accordance with the Storm Water

Pollution Prevention Plan prepared by the developer pursuant to the Notice of Intent on file with the State Water Resources Control Board.”

- y. Prior to the issuance of a grading or any building permits for this project, the developer shall submit a Stormwater Pollution Prevention Plan (SWPPP) for the review and approval of the City Engineer. The site specific plan shall include sufficient details to show how storm water quality will be protected during both: (1) the construction phase of the project and (2) the post-construction, operational phase of the project. The SWPPP shall be prepared by a Qualified SWPPP Developer (QSD) in the State of California. The construction phase plan shall include Best Management Practices from the California Storm Water Quality Best Management Practices Handbook for Construction Activities. The specific storm water pollution prevention measures to be maintained by the contractor shall be printed on the plans. The operational phase plan shall include Best Management Practices appropriate to the uses conducted on the site to effectively prohibit the entry of pollutants into stormwater runoff from the project site including, but not limited to, low impact development stormwater treatment measures, trash and litter control, stockpile protection, liquid storage containment, pavement sweeping, periodic storm water inlet cleaning, landscape controls for fertilizer and pesticide applications, labeling of storm water inlets with a permanent thermoplastic stencil with the wording “No Dumping - Drains to Bay,” and other applicable practices.

- z. The project must be designed to include appropriate source control, site design, and stormwater treatment measures to prevent stormwater runoff pollutant discharges and increases in runoff flows from the site in accordance with Provision C.3 of the Municipal Regional Stormwater NPDES Permit (MRP), Order R2-2009-0074, revised November 28, 2011, issued to the City of Newark by the Regional Water Quality Control Board, San Francisco Bay Region. Examples of source control and site design requirements include but are not limited to: properly designed trash storage areas, sanitary sewer connections for all non-stormwater discharges, minimization of impervious surfaces, and treatment of all runoff with Low Impact Development (LID) treatment measures. A properly engineered and maintained biotreatment system will only be allowed if it is infeasible to implement other LID measures such as harvesting and re-use, infiltration, or evapotranspiration. The stormwater treatment design shall be completed by a licensed civil engineer with sufficient experience in stormwater quality analysis and design. The design is subject to review by the Regional Water Quality Control Board. The developer shall modify the site design to satisfy all elements of Provision C.3 of the MRP. Full trash capture devices meeting Regional Water Quality Control Board design criteria shall be installed by the developer in all storm drain inlets within the Cherry Street and Stevenson Boulevard rights-of-way along the project frontage. Full trash capture devices or LID controls equivalent to full trash capture shall be provided for the entire project. The use of treatment controls for runoff requires the submittal of a Stormwater Treatment Measures Maintenance Agreement prior to the issuance of any Certificates of Occupancy.

- aa. All stormwater treatment measures are subject to review and approval by the Alameda County Mosquito Abatement District. The developer shall modify the grading and drainage and stormwater treatment design as necessary to satisfy any imposed requirements from the District.

- bb. The developer shall submit detailed grading and drainage plans for review and approval by the City Engineer and the Alameda County Flood Control District (District). These plans must be based upon a City benchmark and need to include pad and finish floor elevations of each proposed structure, proposed on-site property grades, proposed elevations at property line, and sufficient elevations on all adjacent properties to show existing drainage patterns. All on-site pavement shall drain at a minimum of one percent. The developer shall ensure that all upstream drainage is not blocked and that no ponding is created by this development. Any construction necessary to ensure this shall be the developer's responsibility.

Hydrology and hydraulic calculations shall be submitted for review and approval by the City Engineer and the District prior to the issuance of a grading and/or building permit. The calculations shall show that the City and County freeboard requirements will be satisfied (0.75 feet to grate or 1.25-feet to the top of curb under a 10-year storm duration).

- cc. The developer shall enter into an agreement with the City of Newark for the permanent discharge of all public storm drain runoff within the development to the common area parcels designated for storm water treatment to be owned and maintained by the required homeowners association. Easements shall be dedicated to the public over these designated parcels with the final map as required by the City of Newark.
- dd. Where a grade differential of more than a 1-foot is created along the boundary lot lines between the proposed development and adjacent property, the developer shall install a masonry or concrete retaining wall unless a slope easement is approved by the City Engineer. Said retaining wall shall be subject to review and approval of the City Engineer. A grading permit is required by the Building Inspection Division prior to starting site grading work.
- ee. The applicant shall submit a detailed soils report prepared by a qualified engineer, registered with the State of California. The report shall address in-situ and import soils in accordance with the City of Newark Grading and Excavation Ordinance, Chapter 15.50. The report shall include recommendations regarding pavement sections for all public and private streets. Grading operations shall be in accordance with recommendations contained in the soils report and shall be completed under the supervision of an engineer registered in the State of California to do such work.
- ff. Prior to approval of the final map, the developer's engineer shall submit a pavement maintenance program for the drive aisles and parking areas for the review and approval of the City Engineer. The developer shall incorporate the program into the required Storm Water Pollution Prevention Plan (or Post Construction Storm Water Control Plan) and Storm Water Treatment Measures Maintenance Agreement.
- gg. Prior to issuance of a Certificate of Occupancy or release of utilities for each dwelling unit, the on-site drive aisles and uncovered parking facilities shall be installed and striped as shown on the approved site plan. All on-site uncovered parking facilities and drive

aisles shall be drained at a minimum slope of 1.0% for asphalt surfaces and 0.3% for Portland cement concrete surfaces.

- hh. The property owner shall be responsible for trash and litter control and sweeping of all private streets within the development. All private storm drain systems and all associated trash capture devices shall be cleaned on a regularly scheduled basis as detailed in the required Stormwater Treatment Measures Maintenance Agreement.
- ii. All new utilities including, but not limited to, electric, telephone and cable television services shall be provided underground for all buildings in the development in accordance with the City of Newark Subdivision Standards. Electrical transformers shall be installed in underground vaults with an appropriate public utility easement or within the public right-of-way.
- jj. The developer shall ensure that a water vehicle for dust control operations is kept readily available at all times during construction at the City Engineer's direction. A pick-up or vacuum type street sweeper shall be available at all times at the direction of the City Engineer to removed tracked dirt and debris from adjacent streets.
- kk. The developer shall implement the following measures for the duration of all construction activity to minimize air quality impacts:
 - 1. Watering should be used to control dust generation during demolition of structures and break-up of pavement.
 - 2. All trucks hauling demolition debris from the site shall be covered.
 - 3. Dust-proof chutes shall be used to load debris into trucks whenever feasible. Watering should be used to control dust generation during transport and handling of recycled materials.
 - 4. All active construction areas shall be watered at least twice daily and more often during windy periods; active areas adjacent to the existing land uses shall be kept damp at all times or shall be treated with non-toxic stabilizers or dust palliatives.
 - 5. All trucks hauling soil, sand, and other loose materials shall be covered or require all trucks to maintain at least 2 feet of freeboard.
 - 6. All unpaved access roads, parking areas, and staging areas at construction sites shall be paved, watered three times daily, or treated with (non-toxic) soil stabilizers.
 - 7. All paved access roads, parking areas, and staging areas at construction sites shall be swept daily with water sweepers; water sweepers shall vacuum up excess water to avoid runoff-related impacts to water quality.
 - 8. Limit traffic speeds on unpaved roads to 15 mph.
 - 9. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
 - 10. Replant vegetation in disturbed areas as quickly as possible.
 - 11. Minimize idling time (5 minutes maximum).
 - 12. Maintain properly tuned equipment.

These measures shall be incorporated into the grading specifications as well as the best management practices of the storm water pollution prevention plan, and shall be implemented to the satisfaction of the City Engineer.

- ii. The developer shall provide all required paper and digital submittals of the vesting tentative map, final map, site civil plans, and as-built plans as required by the City Engineer, including, but not necessarily limited to the following: (1) One full-sized reproducible copy and one reduced reproducible copy of the approved vesting tentative map; (2) Two electronic copies of the approved final map and site civil plans in a format approved by the City Engineer; (3) One full-sized mylar copy and one reduced copy of the recorded parcel map; (4) One reproducible set and four blue-line or photocopied sets of the approved site civil plans; (5) Two electronic copies and one mylar set of the as-built site civil plans. All digital copies of the record parcel map and site civil plans shall be prepared in accordance with Southern Alameda County Geographic Information Systems digital submittal standards. A deposit of \$5,000 shall be provided by the developer to the City to ensure submittal of all required documentation.
- mm. Prior to the approval of any final maps, detailed design review applications must be processed for all proposed building and landscaping improvements within each designated final map boundary. This future design review may result in required modifications to the infrastructure improvements shown on the tentative map, including but not necessarily limited to public street layout, street widths, utility system design, and the total scope of public improvements; private street layout, widths, and scope of improvements; lot sizes, lot patterns, and the total number of lots; park improvements; stormwater drainage design and stormwater treatment improvements; solid waste management facilities; and other public improvements. The developer shall be responsible for any and all required changes to the preliminary infrastructure design.
- nn. All traffic mitigation measures identified under existing plus project conditions in the Areas 3 and 4 Development Specific Plan Recirculated Environmental Impact Report that were not determined to be significant and unavoidable shall be completed or guaranteed prior to the approval of any final maps. The full scope of recommended improvements shall be incorporated into the tract improvement plans.
- oo. An independent Project Geotechnical Engineer shall be retained to review the final grading plans and specifications and provide construction inspection review at the developer's expense. The Project Geotechnical Engineer shall approve the grading plans prior to approval by the City of Newark for issuance of a grading permit.
- pp. The developer shall incorporate a Homeowner's Association consisting of all property owners of lots in the development at the time of incorporation and in the future for the purpose of owning and maintaining the association's property, including but not limited to all private streets and common drive aisles, parking areas, common landscape areas, stormwater treatment areas, storm drain systems, public access areas, and for paying for security lighting, any common garbage collection services, any security patrol services, if provided, and other functions of a Homeowner's Association. All common areas within the development shall be owned and maintained by the Homeowner's Association. Each

property owner shall automatically become a member of the association and shall be subject to a proportionate share of the maintenance expenses. The Homeowner's Association shall be incorporated prior to the sale of any individual lots and/or prior to acceptance of tract improvements, whichever occurs first. The CC&Rs shall prohibit the use of private streets as alternative routes to the in-tract public street system.

- qq. Prior to City Council approval of any final maps, the bylaws governing the property owner's association and any declaration of covenants, conditions and restrictions (CC&Rs) filed for this development shall be subject to review by the City Attorney and the Community Development Director. Said covenants, conditions and restrictions shall be prominently displayed in the project sales office at all times. Approval of the covenants, conditions and restrictions shall not make the City a party to enforcement of same. The CC&Rs shall apply equally to both owners and renters. The CC&Rs shall be written to require renters to comply with the regulations of the CC&Rs, and a copy of the CC&Rs shall be given to each renter. The CC&Rs shall be written to allow less than a majority of owners to have pavement or landscape maintenance done and the cost thereof assessed to all owners in the project. The CC&Rs shall include a pavement maintenance program for all private streets and common drive aisles.
- rr. The Homeowner's Association CC&Rs shall prohibit the on-site parking of non-self-propelled recreational vehicles, including boats, and any self-propelled recreational vehicles not used for transportation unless separate storage facilities are provided. The CC&Rs shall regulate the provision of any on-site parking of self-propelled recreational vehicles used for transportation.
- ss. The CC&Rs for the project shall include a disclosure statement to all property owners indicating that the project site is located within a seismic hazard zone for liquefaction. The disclosure statement shall indicate that the buildings have been designed to current code requirements. The statement shall further indicate that the buildings, site improvements, and utilities are subject to damage during an earthquake and that the buildings may be uninhabitable after an earthquake. This CC&R disclosure statement is subject to review and approval of the City Engineer prior to final map approval.
- tt. The developer shall also assist the Homeowner's Association by having a management consultant firm review the maintenance and operating functions of the association. The management consulting firm shall be responsible to prepare a written report with recommendations to the association for managing the association's obligations and setting initial monthly assessment costs for each lot in the development. Membership and assessment cost shall be mandatory for all property owners of property in the development and shall run with the land. The developer shall pay all costs of incorporation and initial management review and reports.
- uu. The developer shall enter into a Landscape Maintenance Agreement to ensure the perpetual maintenance of all common front yard, side yard, back-up, and frontage area landscaping within the development by the Homeowner's Association. This agreement shall run with the land and be binding upon all future owners or assigns. Any and all necessary easements shall be dedicated over individual lots to allow for the perpetual

access and maintenance of landscaping. The full extent of landscape maintenance shall be determined with the future landscape improvements plans and detailed in said agreement. Landscaping by the City at the expense of the Homeowner's Association in these areas will only occur in the event the City Council deems the Homeowner's Association maintenance to be inadequate. Project perimeter walls and adjoining landscaped areas shall be included in a dedicated landscape easement to guarantee adequate maintenance of the walls.

- vv. All storm drain inlets within the entire development, located in both public and private areas, shall be equipped with full-capture trash devices approved by the Regional Water Quality Control Board that satisfy Provision C.10 requirements under the Municipal Regional Stormwater NPDES Permit. Trash capture device selection is subject to approval by the City Engineer. All trash capture device maintenance within public rights-of-way shall be completed through the Landscaping and Lighting District. All trash capture device maintenance within private areas shall be completed by the Homeowner's Association. The Homeowner's Association shall be responsible for trash and litter control and sweeping of all private streets within the development. All private storm drain systems and all associated trash capture devices shall be cleaned on a regularly scheduled basis as detailed in the required Stormwater Treatment Measures Maintenance Agreement.
- ww. The Homeowner's Association shall be required to contract with a professional management firm to handle all necessary maintenance operations. Documentation of such contract shall be submitted to the City of Newark. All commonly owned facilities shall be properly maintained in a manner consistent with the CC&Rs and project requirements.
- xx. The Homeowner's Association shall periodically provide educational materials on stormwater pollution prevention to all residents.
- yy. Each buyer shall sign an acknowledgment that he/she has read the constitution and bylaws of the Homeowner's Association and the CC&Rs applied to the development.
- zz. The developer shall provide a complete set of construction plans in electronic format and reproducible paper (mylar) format to the Homeowner's Association at the time of its formation.
- aaa. Fire hydrants are to be located along public and private streets as determined by the Alameda County Fire Department.
- bbb. A streetlight plan and joint trench plan shall be submitted by the applicant with the first tract improvement plan check and approved prior to final map approval. LED lighting shall be utilized on all public and private streets and other common areas.
- ccc. A signpost with a sign having an area of at least 15-inches by 21-inches shall be installed at or near each private street entrance. The name of each private street shall be placed on

this sign in clearly legible 4-inch letters. The signs shall have painted, in at least 1-inch letters, "Private Property. Not dedicated for public use."

- ddd. On-site private streets are to be posted for "No Parking," except in those areas designed to accommodate guest parking, as shown on the vesting tentative map.
- eee. The connection between private streets and public streets shall be by a City of Newark standard driveway.
- fff. Garbage, trash, or recycling containers shall be suitably concealed in an area dedicated within the garage of each unit, except such features may be placed at curbside on the designated garbage pick-up day.
- ggg. Public Utility Easements (PUE), Water Line Easements (WLE), Storm Drain Easements (SDE), and Sanitary Sewer Easements (SSE) shall be dedicated over all private streets in the development. The PUE, WLE, SDE and SSE dedication statements on the final map shall state that the PUE, WLE, SDE and SSE are available for, but not limited to, the installation, access and maintenance of water supply sanitary and storm sewers, and gas, electrical, and communication facilities.
- hhh. Emergency Vehicle Access Easements (EVAE) shall be dedicated over the full pavement width on all private streets in the development. The final easement geometry shall be subject to the approval of the City Engineer.
- iii. Easements for public access shall be dedicated over those parcels intended for public uses unless those parcels are otherwise dedicated to the public on a final map.
- jjj. The developer shall request Pacific, Gas & Electric Co. to commence with the design of the underground utility improvements for the proposed development as soon as practical following tentative map approval.
- kkk. Street names and an addressing scheme shall be developed during the final map and improvement plan review process in accordance with the City of Newark's Street Numbering and Naming Ordinance (Chapter 12.12). Available street names will need to be determined. All addressing is based on the Alameda County grid pattern with streets running generally northerly and southerly having 5-digit addresses and streets running generally westerly and easterly having 4-digit addresses.
- lll. The developer shall repair and/or replace any public improvements (pavement, curb, gutter, etc.) damaged as a result of construction activity to the satisfaction of the City Engineer.
- mmm. The developer shall be responsible for implementation or their fair share of all mitigation measures identified in the Recirculated Final Environmental Impact Report for the Newark Areas 3 and 4 Specific Plan.

- nnn. The developer shall provide as-built record drawings in both electronic format and on mylar paper based on full and complete review and inspection by the developer's project civil engineer, landscape architect, and other design professionals of all public improvements and all improvements on private streets and property included in the tract improvement plan set.
- ooo. If any condition of this vesting tentative tract map be declared invalid or unenforceable by a court of competent jurisdiction, this vesting tentative map shall terminate and be of no force and effect, at the election of the City Council on motion.
- ppp. Pursuant to Government Code Section 66474.9, the subdivider, or any agent thereof, or successor thereto, shall defend, indemnify, and hold harmless the City of Newark, its officials, employees or agents (collectively "City") from any claim, action or proceeding against the City to attack, set aside, void, or annul, the City's approval concerning this subdivision map application, which action is brought within the time period provided for in Section 66499.37. The City will promptly notify the subdivider of any such claim, action, or proceeding and cooperate fully in the defense.
- qqq. The Conditions of Project Approval set forth herein include certain fees, dedication requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these conditions constitute written notice of s statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. The developer is hereby further notified that the 90-day approval period in which the developer may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code 66020(a), has begun. If the developer fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the developer will be legally barred from later challenging such exactions.

Landscape-Parks Division

- rrr. Prior to approval of the final map, the developer shall petition the City Council to participate in Landscaping and Lighting District No. 4 and shall pay all associated fees as established by the City's Master Fee Schedule. Areas covered under the terms of this existing district include but are not necessarily limited to the medians on Stevenson Boulevard between Interstate 880 and the westerly project boundary and the street medians on Cherry Street within the district boundary. Individual property owners within the development shall be assessed annually for the cost of existing landscape maintenance based on the current method of assessment distributed equally over each residential lot within the tract boundary. The costs for maintenance of new public areas within the tract boundary to be maintained under the district, including but not necessarily limited to public street tree maintenance, public street lighting, and storm drain trash capture device maintenance shall also be spread evenly over all residential lots within the tract boundary
- sss. All maintenance of common areas and site frontage areas within the development shall be maintained by the required homeowner's association, excluding the park and school sites. The developer shall enter into a Landscape Maintenance Agreement prior to approval of the final map. This agreement shall run with the land and be binding to the homeowners

association as successors. Landscape maintenance of these areas by the City under the terms of the Agreement would occur only in the event that City Council deems the homeowners association's maintenance to be inadequate. Any project perimeter walls and adjoining landscape areas shall be included in a dedicated landscape easement to guarantee adequate maintenance of the walls. Any work other than routine maintenance, including but not necessarily limited to, tree removal, tree pruning, or changes to the approved planting palette shall be approved in advance by the City Engineer. All tree pruning shall be performed by under the direction of a certified arborist.

- ttt. Prior to final map approval, the developer shall provide a detailed park master plan for the 3-acre parcel site for approval by the Community Development Director and the Public Works Director. The plan shall be consistent with prior conceptual plans. Detailed construction plans for the park shall be completed prior to issuance of the first certificate of occupancy for any residential lots, excluding model homes, unless this requirement is waived by the Community Development Director and Public Works Director. The park shall be improved and dedicated in accordance with the terms of the Development Agreement by and between the City of Newark and Newark Partners, LLC.
- uuu. Prior to the submittal of detailed landscape drawings as part of the tract improvement plan set for approval of any final maps, the developer shall provide a complete conceptual landscape plan that includes a full planting layout and complete planting palette. The developer shall obtain approval of this conceptual design prior to proceeding with detailed construction drawings.
- vvv. The developer shall retain a licensed landscape architect to prepare working drawings for all frontage area and common area landscape improvements in accordance with City of Newark requirements, the approved Conceptual Landscape Plan, the Specific Plan, and the State of California Model Water Efficient Landscape Ordinance. The landscape plans shall be included with the tract improvement plan set. The associated Landscape Documentation Package must be approved by the City Engineer prior to the issuance of a building permit.
- www. The developer shall implement Bay Friendly Landscaping Practices in accordance with Newark Municipal Code, Chapter 15.44.080. Prior to approval of the final map, the developer shall provide sufficient information to detail the environmentally-conscious landscape practices to be used on the project.
- xxx. The plant species identified for any proposed biotreatment measures are subject to final approval of the City Engineer.
- yyy. Prior to installation by the developer, plant species, location, container size, quality, and quantity of all landscaping plants and materials shall be reviewed and approved by the City Engineer. All plant replacements shall be to an equal or better standard than originally approved subject to approval by the City Engineer.

- zzz. Prior to the release of utilities or issuance of any Certificate of Occupancy, all landscaping and irrigation systems shall be completed or guaranteed by a cash deposit deposited with the City in an amount to cover the remainder of the work.
- aaaa. Prior to issuance of Certificate of Occupancy or release of utilities, the developer shall guarantee all trees for a period of 1 year and all other plantings and landscape for 60 days after completion thereof. The developer shall insure that the landscape shall be installed properly and maintained to follow standard horticultural practices. All plant replacements shall be to an equal or better standard than originally approved subject to approval of the City Engineer.

Building Division

- bbbb. Construction for this project, including site work and all structures, can occur only between the hours of 8:00 AM and 6:00 PM, Monday through Friday, for all construction activities occurring within 300 feet of the north property line adjacent to Cherry Street. For construction activities occurring further than 300 feet from the north property line along Cherry Street the work hours shall be limited to 7:00 AM to 6:00 PM, Monday through Friday. The applicant may make a written request to the Building Official for extended working hours and/or days. In granting or denying any request the Building Official will take into consideration the nature of the construction activity which would occur during extended hours/days, the time duration of the request, the proximity to residential neighborhoods and input by affected neighbors. All approvals will be done so in writing.

General

- cccc. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The developer shall pay the prevailing fee for each additional separate submittal of development exhibits requiring Planning Commission and/or City Council review and approval.
- dddd. The developer hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.
- eeee. In the event that any person should bring an action to attack, set aside, void or annul the City's approval of VTM-15-27, the developer shall defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action, or proceeding against the City and/or its agents, officers and employees with counsel selected by the

developer (which shall be the same counsel used by developer) and reasonably approved by the City. Developer's obligation to defend, indemnify and hold harmless the City and/or its agents, officers and employees shall be subject to the City's compliance with Government Code Section 66474.9.



LOT DIMENSIONS AND MINIMUM BUILDING SETBACKS

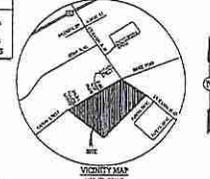
LOT NO.	FOUR-SIDE SETBACKS (MINIMUM)		FRONT SETBACK (MINIMUM)	
	FRONT	REAR	FRONT	REAR
1-10	10	10	10	10
11-20	10	10	10	10
21-30	10	10	10	10
31-40	10	10	10	10
41-50	10	10	10	10
51-60	10	10	10	10
61-70	10	10	10	10
71-80	10	10	10	10
81-90	10	10	10	10
91-100	10	10	10	10

UNIT SUMMARY

UNIT TYPE	NUMBER OF UNITS	TOTAL AREA (SQ. FT.)	AVG. UNIT AREA (SQ. FT.)
Single-Family Detached	100	1,000,000	10,000
Single-Family Attached	0	0	0
Multi-Family (Townhome)	0	0	0
Multi-Family (Apartment)	0	0	0
Other	0	0	0
TOTAL	100	1,000,000	10,000

LAND USE SUMMARY

LAND USE	AREA (SQ. FT.)	PERCENTAGE
Residential Single-Family Detached	1,000,000	100%
Other	0	0%
TOTAL	1,000,000	100%



- GENERAL NOTES:**
1. UNITS: 100 SINGLE-FAMILY DETACHED UNITS.
 2. ZONING: R-100 (SINGLE-FAMILY DETACHED).
 3. TRACT: TRACT 8270, SANCTUARY.
 4. LOT AREA: 10,000 SQ. FT. PER LOT.
 5. SETBACKS: 10 FEET FRONT, 10 FEET REAR, 10 FEET SIDE.
 6. UTILITIES: ALL UTILITIES TO BE LOCATED AS SHOWN ON THIS MAP.
 7. EROSION CONTROL: EROSION CONTROL MEASURES TO BE INSTALLED AS SHOWN ON THIS MAP.
 8. FLOODING: THE TRACT IS NOT IN A FLOOD HAZARD AREA.
 9. AIR QUALITY: AIR QUALITY IMPACTS TO BE MITIGATED AS SHOWN ON THIS MAP.
 10. TRAFFIC: TRAFFIC IMPACTS TO BE MITIGATED AS SHOWN ON THIS MAP.
 11. OPEN SPACE: 10% OF THE TRACT AREA TO BE SET AS OPEN SPACE.
 12. LANDSCAPING: LANDSCAPING TO BE INSTALLED AS SHOWN ON THIS MAP.
 13. SIGNAGE: SIGNAGE TO BE INSTALLED AS SHOWN ON THIS MAP.
 14. PUBLIC UTILITIES: PUBLIC UTILITIES TO BE LOCATED AS SHOWN ON THIS MAP.
 15. FLOODING: FLOODING HAZARD AS SHOWN ON THIS MAP.
 16. AIR QUALITY: AIR QUALITY IMPACTS AS SHOWN ON THIS MAP.
 17. TRAFFIC: TRAFFIC IMPACTS AS SHOWN ON THIS MAP.
 18. OPEN SPACE: OPEN SPACE AS SHOWN ON THIS MAP.
 19. LANDSCAPING: LANDSCAPING AS SHOWN ON THIS MAP.
 20. SIGNAGE: SIGNAGE AS SHOWN ON THIS MAP.

**TRACT 8270
SANCTUARY
TITLE SHEET AND SITE PLAN
VESTING TENTATIVE MAP**

CITY OF NEWARK
ALAMEDA COUNTY CALIFORNIA

DATE: AUGUST 12, 2015
REVISED DATE: N/A

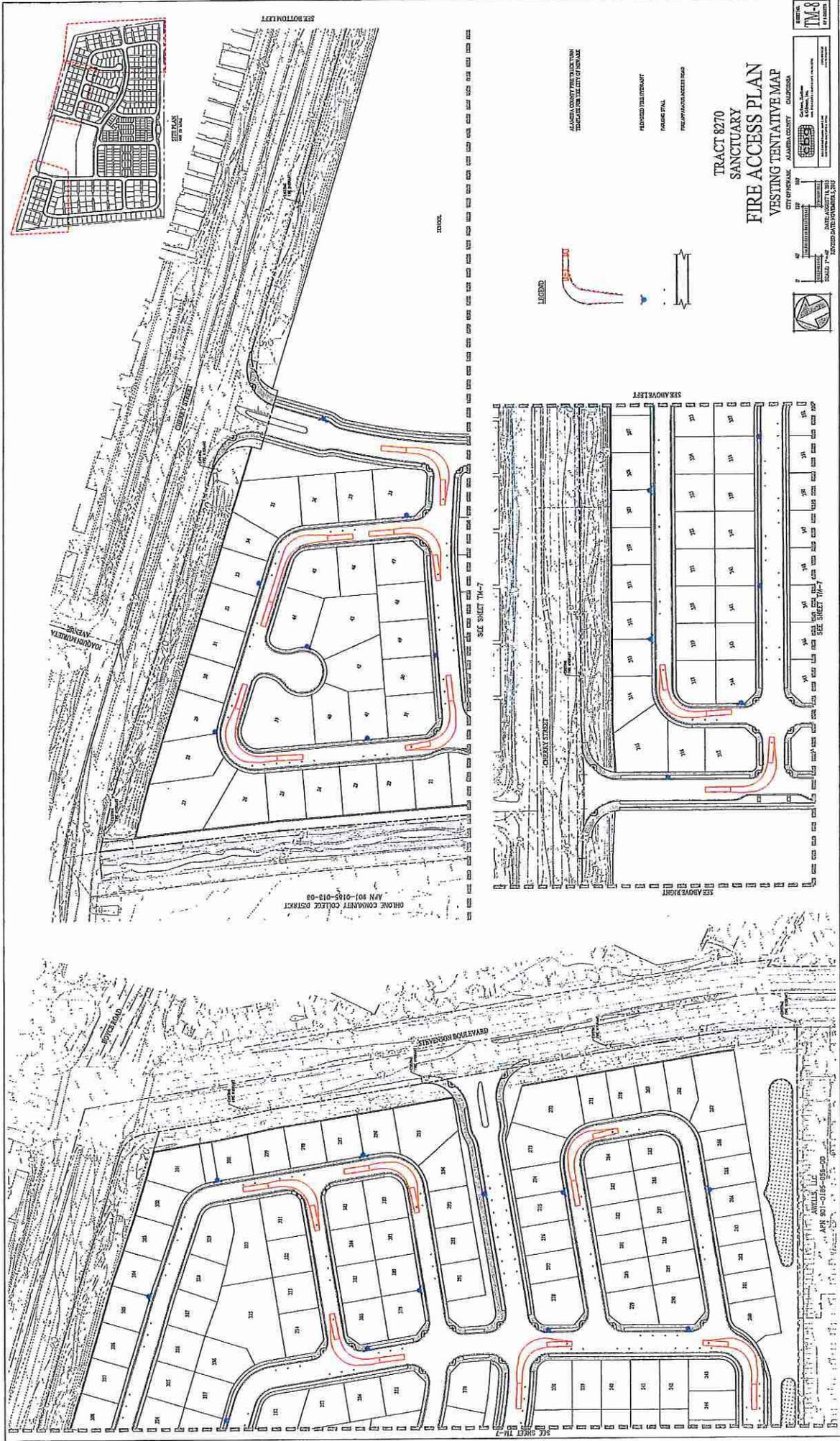
SCALE: 1" = 40'

SHEET INDEX

- TM-1 TITLE SHEET AND SITE PLAN
- TM-2 EXISTING CONDITIONS
- TM-3 PRELIMINARY LOTTING PLAN AND STREET SECTIONS
- TM-4 PRELIMINARY GRADING AND DRAINAGE PLAN
- TM-5 PRELIMINARY UTILITY PLAN
- TM-6 PRELIMINARY STORMWATER CONTROL PLAN
- TM-7 FIRE ACCESS PLAN
- TM-8 FIRE ACCESS PLAN

KNT EVERDA, LLC APN 901-0185-042-00
 HENZBERG, LLC APN 901-0185-041-00
 NEWARK EUREKA INDUSTRIAL CAPITAL, LLC APN 901-0185-040-00
 BRCP STEVENSON POINT, LLC APN 901-0185-054-00
 BRCP STEVENSON POINT, LLC APN 901-0185-055-00
 AVILLIS, LLC APN 901-0185-056-00





TRACT 8270
SANCTUARY
FIRE ACCESS PLAN
VESTING TENTATIVE MAP

ALASKA COUNTY FIRE DEPARTMENT
INDICATE FOR THE CITY OF ANCHORAGE

PROPOSED FIRE HYDRANT

HOUSE FLAG

FIRE APPARATUS ACCESS ROAD



APR 80 01-08-88-00

SCALE 1" = 20'

ALASKA COUNTY FIRE DEPARTMENT
INDICATE FOR THE CITY OF ANCHORAGE

CITY OF ANCHORAGE, ALASKA COUNTY, CALIFORNIA

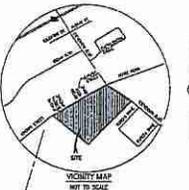
TR-8

EXHIBIT A-0



LANDSCAPE NOTES:

1. Water-conserving plants and other climate appropriate varieties of trees, shrubs and ground covers have been selected to complement the character of the project.
2. Trees, shrubs, vines and groundcovers should be utilized and lawn surfaces must be minimized.
3. Sizing of new plant material should be as follows: 24" box trees size 175gal min, 5gal min shrubs and vines.
4. The design intent of the planting plan is to establish an immediate and attractive mature landscape appearance. Future plant growth will necessitate trimming, shaping and, in some cases, removal of trees and shrubs as an ongoing maintenance procedure.
5. All planting beds, except for lawns, are to receive ground cover plant installation in addition to the shrubs and trees shown on the plan.
6. In addition, 3" thick layer of approved mulch material should be installed at all planting areas, except for lawns.
7. The project has been designed to make efficient use of water through the use of drought-tolerant plant materials. Deep rooting shall be encouraged by deep watering plant material as a part of normal landscape maintenance. The irrigation for all planting shall be limited to the amount required to maintain adequate plant health and growth. Water usage should be decreased as plants mature and become established. The irrigation controllers shall be adjusted as necessary to reflect changes in weather and plant requirements.
8. All planted areas are to be watered with an approved automatic underground irrigation system. The system shall be designed to make efficient use of water through conservation techniques, and be in compliance with the State and Water District's water conservation ordinance.
9. All landscaping shall be consistent with Newark Municipal Code, Bay Friendly Landscaping Practices, State of California Model Water Efficient Landscape Ordinance and Landscaping and Lighting District rules.
10. All lawn shall be removed from Cherry St and Stevenson Blvd frontage and replaced with drought-tolerant ground covers and shrubs arrangements. All irrigation to be updated to comply with local requirements and new hydrozones groups their planting types.
11. At mid-block bump-outs dense landscaping and raised landscape features (decorative fences or small walls) to be placed, typically,



STREET TREE LEGEND:

	Acer Rubrum Red Maple 'Red Sunset'	Pink Muhly Muhlenbergia 'Regal Mist'
	Quercus ilex Holly Oak (specimen size)	Tall Fescue Festuca rubra (seed)
	Celtis occidentalis Common Hackberry	Fennelgrass 'Little Bunny' Fountain Grass
	Pyracantha chinensis Chinese Firethorn	Coprosma kirkii Creeping Coprosma
	Platanus acerifolia 'Varwood' Varwood Plane Tree	Pennisetum 'Little Bunny' Fountain Grass
	Tillandsia usneifolia Bristle Tree	Lomandra longifolia 'Brezer' Dwarf Mat Rush
	Populus tremuloides Fremont Poplar Tree	with stormwater treatment appropriate ground cover planting

Note: All Street Trees to be a minimum of 24" box size.

FENCE TYPE LEGEND:

	PERIMETER FENCE Prestat Sound Wall @ Cherry St and Stevenson Blvd
	NEIGHBOR FENCE Good Neighbor Fence
	ACCENT PUBLIC FENCE Wood Rail Fence @ Public "C" Avenues
	POST AND RAIL FENCE Prestat Concrete Fence

THE GUZZARDO PARTNERSHIP INC.
Landscape Architects - Land Planners
181 Greenwich Street
San Francisco, CA 94111
T 415 433 4672
F 415 433 5003

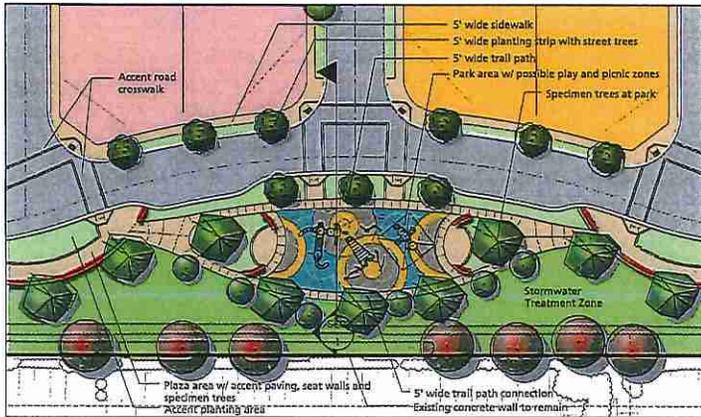
**TRACT 8270
LANDSCAPE PLAN**

SANCTUARY

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA
SCALE: 1" = 40'
DATE: November 3, 2015

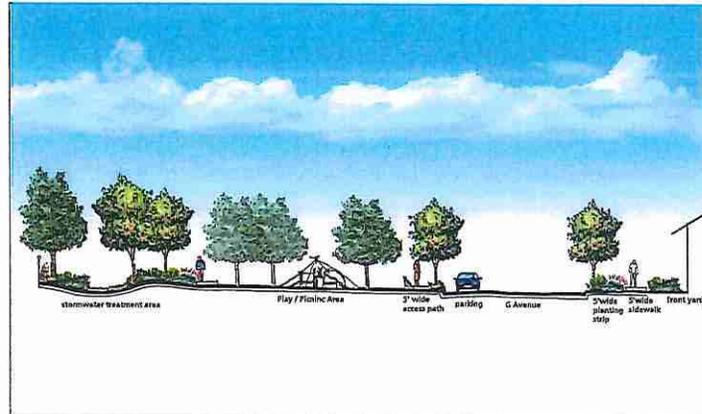
EXHIBIT A-09

PROPOSED NEIGHBORHOOD PARK AREA ENLARGEMENT



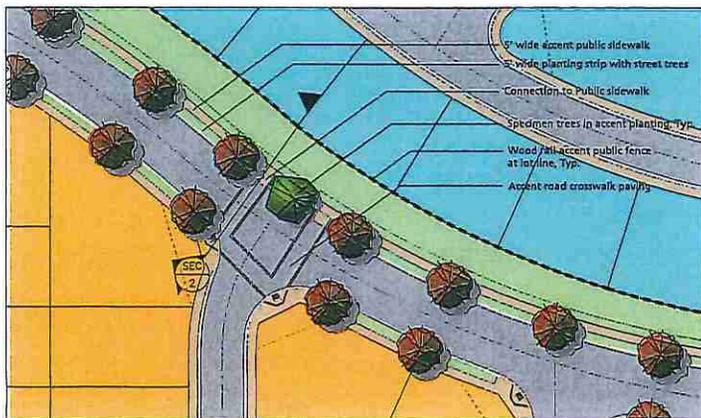
scale: 1" = 20'-0"

SECTION 1: PROPOSED NEIGHBORHOOD PARK AREA / BIOSWALE TRAIL



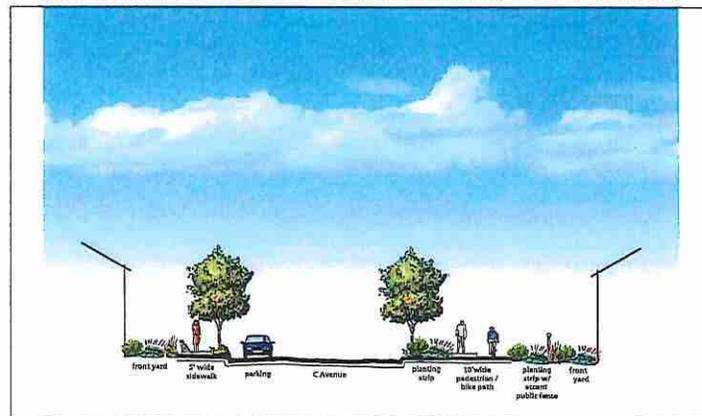
scale: not to scale

PROPOSED ROAD CROSSING AT PUBLIC "C" AVENUE ENLARGEMENT



scale: 1" = 20'-0"

SECTION 2: PROPOSED ROAD CROSSING SECTION (Public "C" Avenue)



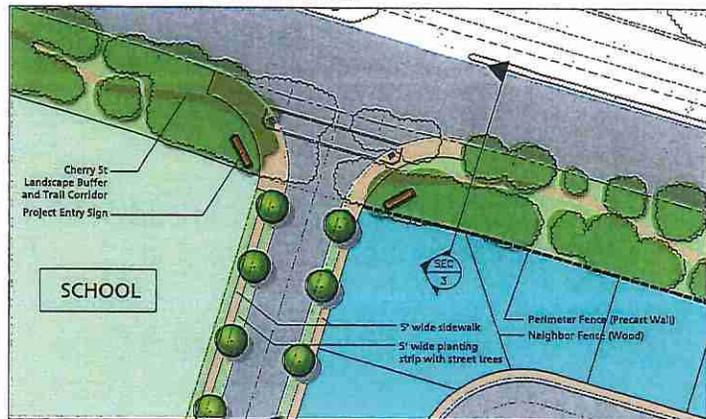
scale: not to scale

THE
GUZZARDO
PARTNERSHIP INC.
Landscape Architects - Land Planners
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San Francisco, CA 94111
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TRACT 8270
LANDSCAPE PLAN

SANCTUARY
CITY OF SF/RAKS ALAMOSA COUNTY GARIBOLDA
DATE: November 2, 2015
SCALE: 1"=10'
DATE: November 2, 2015
L-1.2

EXHIBIT A.010

CHERRY ST ENTRY W/ PROJECT SIGN



scale: 1" = 20'-0"

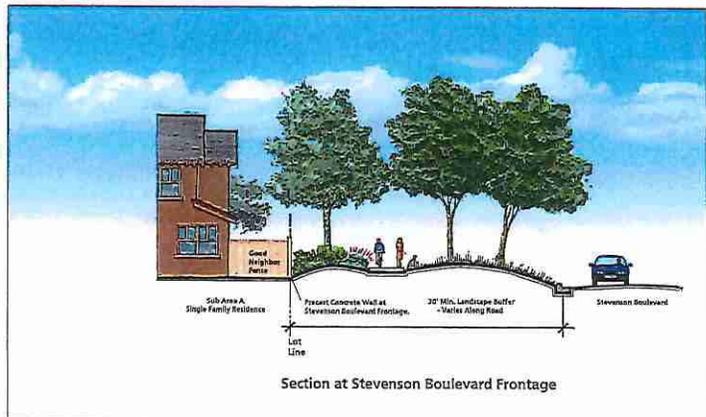
SECTION 3: CHERRY ST ENTRY



Section at Cherry Street Frontage with Entry Sign

scale: not to scale

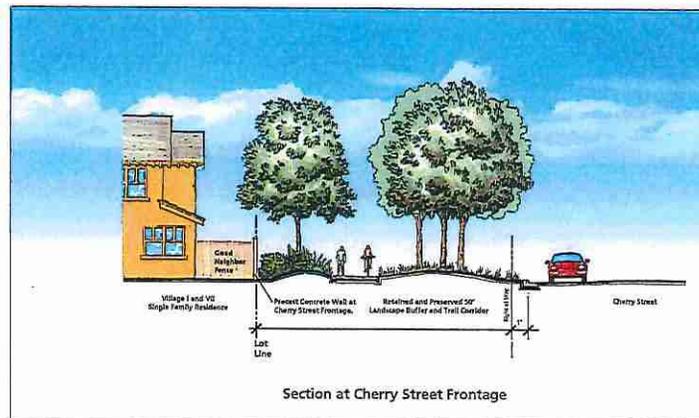
SECTION 4: STEVENSON BLVD



Section at Stevenson Boulevard Frontage

scale: not to scale

SECTION 5: CHERRY ST



Section at Cherry Street Frontage

scale: not to scale

THE GUZZARDO PARTNERSHIP INC.
Landscape Architects • Land Planners

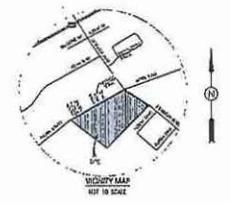
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San Francisco, CA 94111
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TRACT 8270
LANDSCAPE PLAN

SANCTUARY

CITY OF MENLO PARK ALABAMA COUNTY CALIFORNIA

EXHIBIT A



TREE DISPOSITION LEGEND:

-  Existing Trees to remain
-  Existing Trees to be removed. Species as noted.

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**TRACT 8270
 TREE DISPOSITION PLAN**

SANCTUARY
 CITY OF SAN FRANCISCO JANUARY COUNTY CALIFORNIA
 SCALE 1"=40' DATE: November 1, 2013
 SHEET L-2 OF 4273

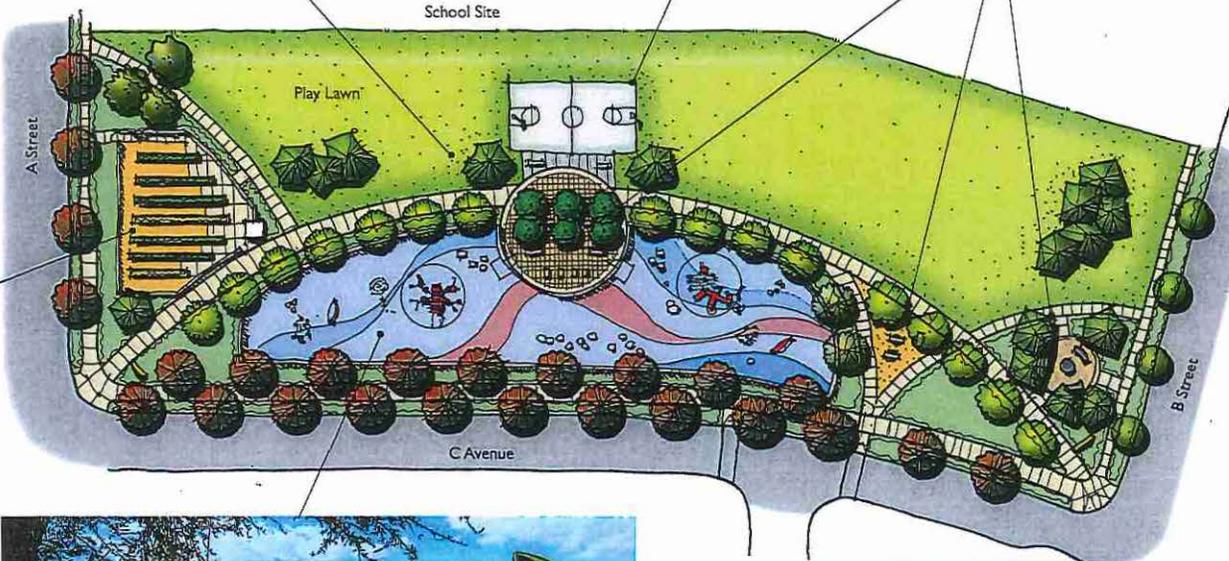
EXHIBIT *Ap12*



Community Gardens



Community Gardens



Basketball Court

Picnic and Seating Areas

Shade Sails at Seating Areas

School Site

Play Lawn



Varied Play Experiences



Varied Play Structures for Different Age Groups-Photos are representational of possible Elements

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 dscape Architects • Land Planners
 181 Greenwich Street
 San Francisco, CA 94111
 T 415 433 4672
 F 415 433 5003

TRACT 8270

CONCEPTUAL PARK DESIGN

SANCTUARY

CITY OF SAN JOSE, ALAMEDA COUNTY, CALIFORNIA





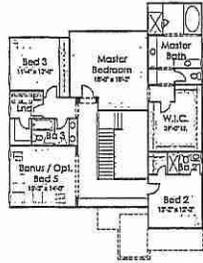

EXHIBIT A013



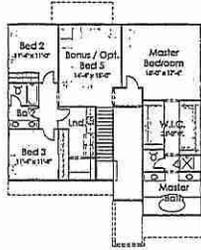
VILLAGE II - STREET SCENE



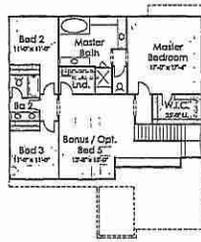
VILLAGE I - STREET SCENE



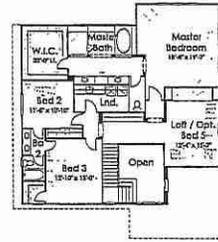
Plan 3 - Second Floor
1763 s.f.



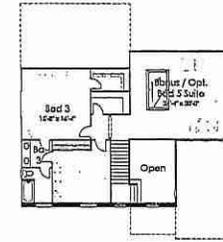
Plan 2 - Second Floor
1546 s.f.



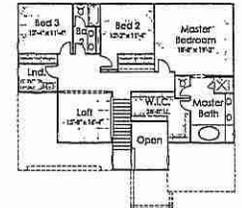
Plan 1 - Second Floor
1544 s.f.



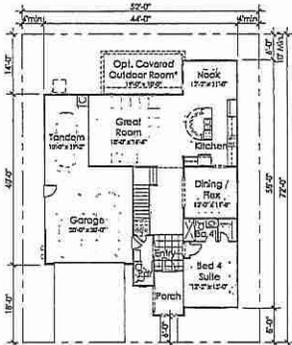
Plan 3 - Second Floor
1718 s.f.



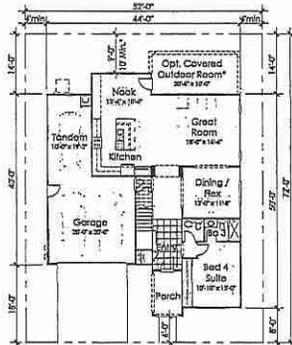
Plan 2 - Second Floor
1256 s.f.



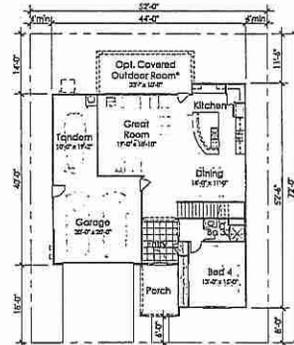
Plan 1 - Second Floor
1443 s.f.



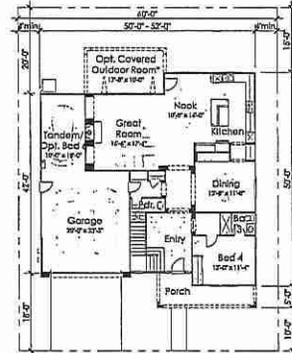
Plan 3 - First Floor
1363 s.f.
4-5 Bedrooms
4.5 Baths
3126 s.f. approx.



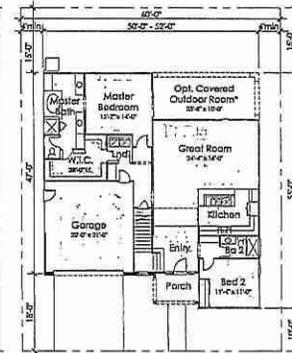
Plan 2 - First Floor
1348 s.f.
4-5 Bedrooms
3 Baths
2894 s.f. approx.



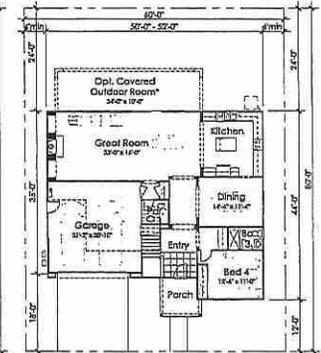
Plan 1 - First Floor
1317 s.f.
4-5 Bedrooms
3 Baths
2861 s.f. approx.



Plan 3 - First Floor
1576 s.f.
5-6 Bedrooms
3 Baths
3294 s.f. approx.



Plan 2 - First Floor
1760 s.f.
4-5 Bedrooms
3 Baths
3016 s.f. approx.



Plan 1 - First Floor
1517 s.f.
4 Bedrooms
3.5 Baths
2962 s.f. approx.

* Opt. covered outdoor room is not to be calculated in coverage.
* Rear Yard may be reduced to 5' for up to 50% of the lot width. (covered outdoor room excluded)

VILLAGE II - FLOOR PLANS
52X72 LOTS
(2960 S.F. AVERAGE)

VILLAGE I - FLOOR PLANS
60X80 LOTS
(3090 S.F. AVERAGE)

TRACT 8270
VILLAGES I & II
FLOOR PLANS & ELEVATIONS
SANCTUARY
CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

KTGY Group, Inc.
Architecture+Planning
599 Second St., Suite 200
Oakland, CA 94607
510.272.2910
ktgy.com

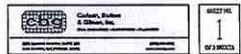
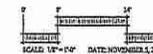


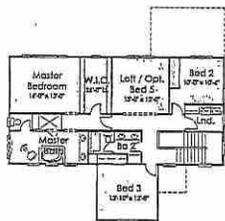
EXHIBIT A014



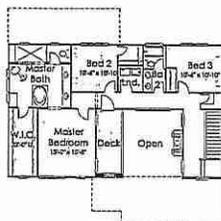
VILLAGE IV - STREET SCENE



VILLAGE III - STREET SCENE



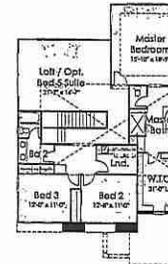
Plan 3 - Second Floor
1374 s.f.



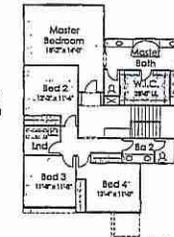
Plan 2 - Second Floor
1182 s.f.



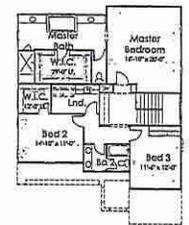
Plan 1 - Second Floor
631 s.f.



Plan 3 - Second Floor
1682 s.f.

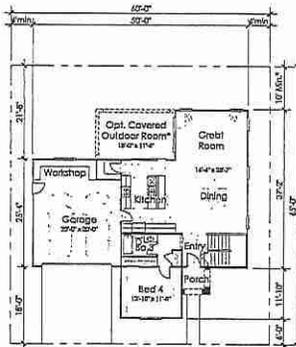


Plan 2 - Second Floor
1479 s.f.

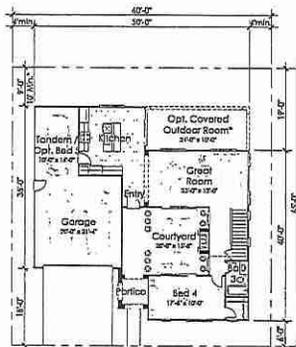


Plan 1 - Second Floor
1390 s.f.

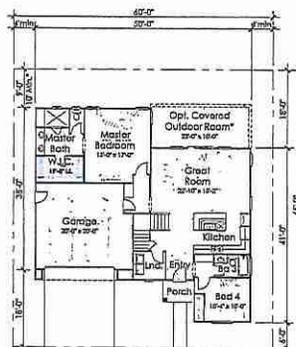
Opt. third floors may occur - including bonus space and/or bedroom suite.



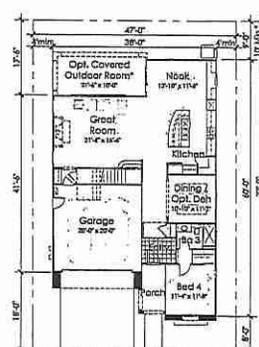
Plan 3 - First Floor
1154 s.f.
5 Bedrooms
3 Baths
2528 s.f. approx.



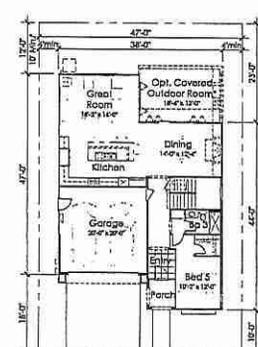
Plan 2 - First Floor
1018 s.f.
4-5 Bedrooms
3 Baths
2200 s.f. approx.



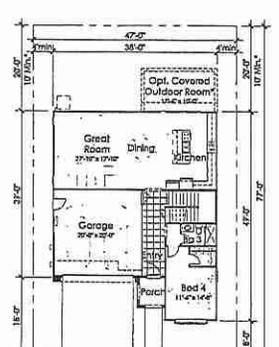
Plan 1 - First Floor
1442 s.f.
4 Bedrooms
3 Baths
2073 s.f. approx.



Plan 3 - First Floor
1404 s.f.
5 Bedrooms
3 Baths
3086 s.f. approx.



Plan 2 - First Floor
1249 s.f.
5 Bedrooms
3 Baths
2728 s.f. approx.



Plan 1 - First Floor
1183 s.f.
4 Bedrooms
3 Baths
2573 s.f. approx.

* Opt. covered outdoor room is not to be calculated in coverage.
* Rear Yard may be reduced to 5' for up to 50% of the lot width. (covered outdoor room excluded)

VILLAGE IV - FLOOR PLANS
60X65 LOTS
(2267 S.F. AVERAGE)

VILLAGE III - FLOOR PLANS
47X77 LOTS
(2795 S.F. AVERAGE)

TRACT 8270
VILLAGES III & IV
FLOOR PLANS & ELEVATIONS
SANCTUARY
CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

KTGY Group, Inc.
Architecture+Planning
580 Second St., Suite 200
Oakland, CA 94607
510.272.2910
ktgy.com



SCALE: 1/8" = 1'-0" DATE: NOVEMBER 5, 2015

PROJECT NO.	DATE	DESCRIPTION
2		

EXHIBIT A p15

Planning Commission Actions

RESOLUTION NO. 1916

RESOLUTION RECOMMENDING THE AMENDMENT OF
TITLE 17 OF THE NEWARK MUNICIPAL CODE BEING THE
CITY OF NEWARK ZONING ORDINANCE BY CHANGING
THE ZONING OF A SPECIFIED AREA IN THE CITY OF
NEWARK

WHEREAS, Sobrato Development Company has made an application to the Planning Commission of the City of Newark to consider the amendment (RZ-15-28) to Title 17 (Zoning) of the Newark Municipal Code and the Official Zoning Map, by rezoning property described as follows:

All that portion of real property shown on Vesting Tentative Map 8270 in the City of Newark, County of Alameda, State of California as shown on Exhibit A, attached hereto and incorporated herein by reference.

PURSUANT to Municipal Code Section 17.80.050, a public hearing notice was published in the Tri-City Voice on October 27, 2015, and mailed as required, and the Planning Commission held a public hearing on said application at 7:30 p.m. on November 10, 2015 at the City Administration Building, 37101 Newark Boulevard, Newark, California.

NOW, THEREFORE, the Planning Commission, based on the evidence and oral and written testimony presented at public hearings, and based on all the information contained in the Community Development Department's files on the project, including, but not limited to, the SEIR, the Planning Commission's staff report, does resolve:

- a. That the Planning Commission recommends that the Newark City Council amend Title 17 (Zoning) of the Newark Municipal code and Section 17.44.010 "Zoning Map" thereof, being the City of Newark Zoning Ordinance and Official Zoning Map, by rezoning portions of property shown on Vesting Tentative Tract Map 8270 from R-6000 (Medium Density Residential) to LDR-FBC (Low Density Residential-Form Based Codes) and POS-FBC (Parks and Open Space – Form Based Codes); and
- b. That the Planning Commission has reviewed said zoning and finds it consistent and compatible with the objective, policies, general land uses, and the programs of Newark's General Plan, necessary and desirable to achieve the purposes of the ordinance and proper, fair, and for the best interest of the health, safety, and general welfare of the City of Newark; and
- c. That a copy of the minutes be forwarded to the City Council as a summary of the hearing.

This resolution was introduced at the Planning Commission's November 10, 2015, meeting by Commissioner Bridges, seconded by Commissioner Nillo, and passed as follows:

AYES: Aguilar, Bridges, Fitts and Nillo.

NOES: None.

ABSENT: Otterstetter.

s/Terrence Grindall
TERRENCE GRINDALL, Secretary

s/William Fitts
WILLIAM FITTS, Chairperson

RESOLUTION NO. 1917

RESOLUTION RECOMMENDING CITY COUNCIL
APPROVAL OF VESTING TENTATIVE MAP 8270

WHEREAS, Sobrato Development Company has submitted VTM-15-27, Vesting Tentative Map 8270, to the Planning Commission of the City of Newark for a 442-unit residential project at the northwest corner of Cherry Street and Stevenson Boulevard (APNS: 901-185-18 through 24).

PURSUANT to Municipal Code Section 17.72.060, a public hearing notice was published in The Tri City Voice on October 27, 2015, and mailed as required, and the Planning Commission held a public hearing on said application at 7:30 p.m. on November 10, 2015 at the City Administration Building, 37101 Newark Boulevard, Newark, California.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Newark does hereby recommend the City Council approve VTM-15-27, Vesting Tentative Map 8270 as shown on Exhibit A, pages 1 through 15 and made a part hereof by reference, subject to the following conditions:

Planning Division

- a. Approval of VTM-15-27, Vesting Tentative Map 8270, shall be effective at such time RZ-15-28, the Rezoning of the property within the boundary of Vesting Tentative Map 8270, takes effect.
- b. The project shall be subject to the mitigation measures as described in the Newark Areas 3 and 4 Specific Plan Project Environmental Impact Report (SCH No. 2007052065).
- c. There shall be no roof-mounted equipment other than satellite dishes, other similar television or radio antennas, and solar equipment. AC Units shall not be mounted on the roof.
- d. All lighting shall be directed on-site so as not to create glare off-site, as required by the Community Development Director.
- e. Construction site trailers and buildings located on-site shall be used for office and storage purposes only, and shall not be used for living or sleeping quarters. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- f. Measures to respond to and track complaints pertaining to construction noise shall include: (1) a procedure and phone numbers for notifying the City of Newark Building Inspection Division and Newark Police Department (during regular construction hours and off-hours); and (2) a sign posted on-site pertaining to the permitted construction days and hours and complaint procedures and who to notify in the event of a problem. The sign shall also include a listing of both the City and construction contractor's telephone numbers (during regular construction hours and off-hours).

- g. The covenants, conditions and restrictions (CC&Rs) filed for this development shall include a provision requiring that that garages shall only be used for automobile parking.
- h. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site cleanup shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- i. All exterior utility pipes and meters shall be painted to match and/or complement the color of the adjoining building surface, as approved by the Community Development Director.
- j. Prior to the issuance of a building permit, the conceptual elevations as submitted by the developer as part of this application shall be reviewed and approved by the Planning Commission and City Council. The building elevations shall reflect architectural projections such as roof eaves, bay windows, greenhouse windows, chimneys and porches. Said elevations shall specify exterior materials. Final elevations shall be submitted for the review and approval of the Community Development Director.
- k. Prior to the issuance of a building permit, floor plans consistent with those reviewed and approved by the Planning Commission and City Council, shall be submitted for the approval of the Community Development Director.
- l. Prior to the issuance of a building permit, the roof material shall be reviewed and approved by the Community Development Director. All roof material shall consist of fire retardant shake roof, concrete tile, or a roof of similar noncombustible material. Mansard roofs with the above material may be used to screen tar and gravel roofs. All roofs shall be of Class C fire resistant construction or better. Composition shingles shall be Presidential-style or of comparable quality, subject to the review and approval of the Community Development Director.
- m. Prior to the issuance of a building permit, the location and screening design for garbage, refuse and recycling collection areas for the project shall be submitted for the review and approval of Republic Services and the Community Development Director, in that order. The approved garbage, refuse and recycling areas shall be provided prior to the issuance of a Certificate of Occupancy, as required by the Community Development Director. No refuse, garbage or recycling shall be stored outdoors except within the approved trash and recycling enclosures.
- n. Prior to issuance of a grading permit, the developer shall hire a qualified biologist to: (1) determine if occupied Burrowing Owl habitat(s) exist on the site, and (2) implement a plan to protect the owls and to excavate the site around any active burrows using hand tools to assure that the owls are not buried during grading in the event Burrowing Owl habitat(s) is found on the site. The occupied Burrowing Owl habitat(s), if found, shall not be disturbed during the nesting season. The Burrowing Owl study shall be conducted not more than 30 days prior to the time site grading activities will commence.

- o. During project construction, if historic, archeological or Native American materials or artifacts are identified, work within a 50-foot radius of such find shall cease and the City shall retain the services of a qualified archeologist and/or paleontologist to assess the significance of the find. If such find is determined to be significant by the archeologist and/or paleontologist, a resource protection plan conforming to CEQA Section 15064.5 shall be prepared by the archeologist and/or paleontologist and approved by the Community Development Director. The plan may include, but would not be limited to, removal of resources or similar actions. Project work may be resumed in compliance with such plan. If human remains are encountered, the County Coroner shall be contacted immediately and the provisions of State law carried out.
- p. Prior to their installation, mailbox locations and designs shall be approved by the Community Development Director and Newark Postmaster. The mailbox compartments of centralized mailboxes shall identify the individual dwelling units with permanent, easily legible lettering.
- q. Prior to the issuance of a Certificate of Occupancy, roll-up garage doors with automatic garage door openers shall be provided for each unit.
- r. Prior to final inspection and utility release for each unit, the developer shall pre-wire each unit for satellite and cable television connections, as required by the Community Development Director.
- s. Prior to the issuance of a sign permit, all signs, including those referring to construction, sale, or future use of this site, shall be submitted for the review and approval of the Community Development Director.
- t. In accordance with the Development Agreement, the applicant shall pay the following Development Impact Fees. These fees are due prior to the issuance of each permit:
 - Art in Public Places: \$270/unit
 - Public Safety: \$1,989/unit
 - Community Services/Facilities: \$1,942/unit
 - Transportation: \$801/unit
 - Community Development Maintenance Fee: 0.5% of Construction Valuation

Engineering Division

- u. The development will require approval of a final map(s) filed in accordance with the State Subdivision Map Act and the City of Newark Subdivision Ordinance. The final map shall designate and/or dedicate all required easements, including but not necessarily limited to emergency vehicle access easements, private vehicle access ways, storm water drainage easements, open space/recreational easements and public utility easements over all common areas of the project. The final map must be approved prior to the issuance of any building permits.

- v. The project shall conform to the approved vesting tentative tract map and all conditions of approval set forth therein. Approval of the tentative tract map shall expire according to the provisions of the State Subdivision Map Act and any amendments thereto and applicable provisions of the Newark Municipal Code. The vesting tentative tract map provides a preliminary design for the infrastructure improvements associated with the proposed subdivision. The developer shall be responsible for any required changes to this preliminary design as determined necessary by the City of Newark to satisfy applicable design requirements.

- w. Prior to approval of the final map, the developer shall guarantee all necessary public street improvements within and adjacent to the development as required by the City of Newark Subdivision Ordinance and in accordance with tract improvement plans to be approved by the City Engineer. Off-site improvements include, but are not necessarily limited to all new in-tract public streets complete with all street paving, curb and gutter, and sidewalk facilities, landscaping, storm drainage, utilities, etc., and all other remaining off-site improvements within the adjoining Cherry Street and Stevenson Boulevard rights-of-way and adjoining easement areas, including traffic signal installation at the main Cherry Street entrance and other new street openings. Additional off-site improvements include the modification of the Cherry Street and Mowry Avenue intersection for installation of a second westbound left-turn lane and associated realignment as well as coordination with the City for additional improvements at this intersection by others. On-site common areas in the development, including, but not necessarily limited to all private street areas, underground utilities, storm drain system improvements, common area storm water bio-treatment improvements, in-tract lighting, and landscape areas shall also be included with the tract improvement plans and guaranteed by the developer prior to final map approval to ensure that the improvements are designed and constructed to City standards prior to transfer to the required homeowner's association. All private streets shall be designed based on a traffic index of not less than 6.0. Public streets shall be designed based on specific traffic indexes established by the City Engineer. Street paving shall be completed in not less than two lifts for all public and private streets. The tract improvement plans shall be prepared by a qualified person licensed by the State of California to do such work.

- x. This site is subject to the State of California National Pollutant Discharge Elimination System (NPDES) Program General Permit for Storm Water Discharges Associated with Construction Activity. Prior to issuance of a grading permit or a building permit, the developer needs to provide evidence that the proposed site development work is covered by said General Permit for Construction Activity. This will require confirmation that a Notice of Intent (NOI) and the applicable fee were received by the State Water Resources Control Board and the submittal of the required Storm Water Pollution Prevention Plan (SWPPP) for review and approval by the City Engineer. In addition the grading plans need to state: "All grading work shall be done in accordance with the Storm Water Pollution Prevention Plan prepared by the developer pursuant to the Notice of Intent on file with the State Water Resources Control Board."

- y. Prior to the issuance of a grading or any building permits for this project, the developer shall submit a Stormwater Pollution Prevention Plan (SWPPP) for the review and approval of the City Engineer. The site specific plan shall include sufficient details to

show how storm water quality will be protected during both: (1) the construction phase of the project and (2) the post-construction, operational phase of the project. The SWPPP shall be prepared by a Qualified SWPPP Developer (QSD) in the State of California. The construction phase plan shall include Best Management Practices from the California Storm Water Quality Best Management Practices Handbook for Construction Activities. The specific storm water pollution prevention measures to be maintained by the contractor shall be printed on the plans. The operational phase plan shall include Best Management Practices appropriate to the uses conducted on the site to effectively prohibit the entry of pollutants into stormwater runoff from the project site including, but not limited to, low impact development stormwater treatment measures, trash and litter control, stockpile protection, liquid storage containment, pavement sweeping, periodic storm water inlet cleaning, landscape controls for fertilizer and pesticide applications, labeling of storm water inlets with a permanent thermoplastic stencil with the wording "No Dumping - Drains to Bay," and other applicable practices.

- z. The project must be designed to include appropriate source control, site design, and stormwater treatment measures to prevent stormwater runoff pollutant discharges and increases in runoff flows from the site in accordance with Provision C.3 of the Municipal Regional Stormwater NPDES Permit (MRP), Order R2-2009-0074, revised November 28, 2011, issued to the City of Newark by the Regional Water Quality Control Board, San Francisco Bay Region. Examples of source control and site design requirements include but are not limited to: properly designed trash storage areas, sanitary sewer connections for all non-stormwater discharges, minimization of impervious surfaces, and treatment of all runoff with Low Impact Development (LID) treatment measures. A properly engineered and maintained biotreatment system will only be allowed if it is infeasible to implement other LID measures such as harvesting and re-use, infiltration, or evapotranspiration. The stormwater treatment design shall be completed by a licensed civil engineer with sufficient experience in stormwater quality analysis and design. The design is subject to review by the Regional Water Quality Control Board. The developer shall modify the site design to satisfy all elements of Provision C.3 of the MRP. Full trash capture devices meeting Regional Water Quality Control Board design criteria shall be installed by the developer in all storm drain inlets within the Cherry Street and Stevenson Boulevard rights-of-way along the project frontage. Full trash capture devices or LID controls equivalent to full trash capture shall be provided for the entire project. The use of treatment controls for runoff requires the submittal of a Stormwater Treatment Measures Maintenance Agreement prior to the issuance of any Certificates of Occupancy.
- aa. All stormwater treatment measures are subject to review and approval by the Alameda County Mosquito Abatement District. The developer shall modify the grading and drainage and stormwater treatment design as necessary to satisfy any imposed requirements from the District.
- bb. The developer shall submit detailed grading and drainage plans for review and approval by the City Engineer and the Alameda County Flood Control District (District). These plans must be based upon a City benchmark and need to include pad and finish floor elevations of each proposed structure, proposed on-site property grades, proposed elevations at property line, and sufficient elevations on all adjacent properties to show

- ii. All new utilities including, but not limited to, electric, telephone and cable television services shall be provided underground for all buildings in the development in accordance with the City of Newark Subdivision Standards. Electrical transformers shall be installed in underground vaults with an appropriate public utility easement or within the public right-of-way.

- jj. The developer shall ensure that a water vehicle for dust control operations is kept readily available at all times during construction at the City Engineer's direction. A pick-up or vacuum type street sweeper shall be available at all times at the direction of the City Engineer to removed tracked dirt and debris from adjacent streets.

- kk. The developer shall implement the following measures for the duration of all construction activity to minimize air quality impacts:
 1. Watering should be used to control dust generation during demolition of structures and break-up of pavement.
 2. All trucks hauling demolition debris from the site shall be covered.
 3. Dust-proof chutes shall be used to load debris into trucks whenever feasible. Watering should be used to control dust generation during transport and handling of recycled materials.
 4. All active construction areas shall be watered at least twice daily and more often during windy periods; active areas adjacent to the existing land uses shall be kept damp at all times or shall be treated with non-toxic stabilizers or dust palliatives.
 5. All trucks hauling soil, sand, and other loose materials shall be covered or require all trucks to maintain at least 2 feet of freeboard.
 6. All unpaved access roads, parking areas, and staging areas at construction sites shall be paved, watered three times daily, or treated with (non-toxic) soil stabilizers.
 7. All paved access roads, parking areas, and staging areas at construction sites shall be swept daily with water sweepers; water sweepers shall vacuum up excess water to avoid runoff-related impacts to water quality.
 8. Limit traffic speeds on unpaved roads to 15 mph.
 9. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
 10. Replant vegetation in disturbed areas as quickly as possible.
 11. Minimize idling time (5 minutes maximum).
 12. Maintain properly tuned equipment.

These measures shall be incorporated into the grading specifications as well as the best management practices of the storm water pollution prevention plan, and shall be implemented to the satisfaction of the City Engineer.

- II. The developer shall provide all required paper and digital submittals of the vesting tentative map, final map, site civil plans, and as-built plans as required by the City Engineer, including, but not necessarily limited to the following: (1) One full-sized reproducible copy and one reduced reproducible copy of the approved vesting tentative map; (2) Two electronic copies of the approved final map and site civil plans in a format

approved by the City Engineer; (3) One full-sized mylar copy and one reduced copy of the recorded parcel map; (4) One reproducible set and four blue-line or photocopied sets of the approved site civil plans; (5) Two electronic copies and one mylar set of the as-built site civil plans. All digital copies of the record parcel map and site civil plans shall be prepared in accordance with Southern Alameda County Geographic Information Systems digital submittal standards. A deposit of \$5,000 shall be provided by the developer to the City to ensure submittal of all required documentation.

- mm. Prior to the approval of any final maps, detailed design review applications must be processed for all proposed building and landscaping improvements within each designated final map boundary. This future design review may result in required modifications to the infrastructure improvements shown on the tentative map, including but not necessarily limited to public street layout, street widths, utility system design, and the total scope of public improvements; private street layout, widths, and scope of improvements; lot sizes, lot patterns, and the total number of lots; park improvements; stormwater drainage design and stormwater treatment improvements; solid waste management facilities; and other public improvements. The developer shall be responsible for any and all required changes to the preliminary infrastructure design.
- nn. All traffic mitigation measures identified under existing plus project conditions in the Areas 3 and 4 Development Specific Plan Recirculated Environmental Impact Report that were not determined to be significant and unavoidable shall be completed or guaranteed prior to the approval of any final maps. The full scope of recommended improvements shall be incorporated into the tract improvement plans.
- oo. An independent Project Geotechnical Engineer shall be retained to review the final grading plans and specifications and provide construction inspection review at the developer's expense. The Project Geotechnical Engineer shall approve the grading plans prior to approval by the City of Newark for issuance of a grading permit.
- pp. The developer shall incorporate a Homeowner's Association consisting of all property owners of lots in the development at the time of incorporation and in the future for the purpose of owning and maintaining the association's property, including but not limited to all private streets and common drive aisles, parking areas, common landscape areas, stormwater treatment areas, storm drain systems, public access areas, and for paying for security lighting, any common garbage collection services, any security patrol services, if provided, and other functions of a Homeowner's Association. All common areas within the development shall be owned and maintained by the Homeowner's Association. Each property owner shall automatically become a member of the association and shall be subject to a proportionate share of the maintenance expenses. The Homeowner's Association shall be incorporated prior to the sale of any individual lots and/or prior to acceptance of tract improvements, whichever occurs first. The CC&Rs shall prohibit the use of private streets as alternative routes to the in-tract public street system.
- qq. Prior to City Council approval of any final maps, the bylaws governing the property owner's association and any declaration of covenants, conditions and restrictions (CC&Rs) filed for this development shall be subject to review by the City Attorney and the Community Development Director. Said covenants, conditions and restrictions shall

be prominently displayed in the project sales office at all times. Approval of the covenants, conditions and restrictions shall not make the City a party to enforcement of same. The CC&Rs shall apply equally to both owners and renters. The CC&Rs shall be written to require renters to comply with the regulations of the CC&Rs, and a copy of the CC&Rs shall be given to each renter. The CC&Rs shall be written to allow less than a majority of owners to have pavement or landscape maintenance done and the cost thereof assessed to all owners in the project. The CC&Rs shall include a pavement maintenance program for all private streets and common drive aisles.

- rr. The Homeowner's Association CC&Rs shall prohibit the on-site parking of non-self-propelled recreational vehicles, including boats, and any self-propelled recreational vehicles not used for transportation unless separate storage facilities are provided. The CC&Rs shall regulate the provision of any on-site parking of self-propelled recreational vehicles used for transportation.
- ss. The CC&Rs for the project shall include a disclosure statement to all property owners indicating that the project site is located within a seismic hazard zone for liquefaction. The disclosure statement shall indicate that the buildings have been designed to current code requirements. The statement shall further indicate that the buildings, site improvements, and utilities are subject to damage during an earthquake and that the buildings may be uninhabitable after an earthquake. This CC&R disclosure statement is subject to review and approval of the City Engineer prior to final map approval.
- tt. The developer shall also assist the Homeowner's Association by having a management consultant firm review the maintenance and operating functions of the association. The management consulting firm shall be responsible to prepare a written report with recommendations to the association for managing the association's obligations and setting initial monthly assessment costs for each lot in the development. Membership and assessment cost shall be mandatory for all property owners of property in the development and shall run with the land. The developer shall pay all costs of incorporation and initial management review and reports.
- uu. The developer shall enter into a Landscape Maintenance Agreement to ensure the perpetual maintenance of all common front yard, side yard, back-up, and frontage area landscaping within the development by the Homeowner's Association. This agreement shall run with the land and be binding upon all future owners or assigns. Any and all necessary easements shall be dedicated over individual lots to allow for the perpetual access and maintenance of landscaping. The full extent of landscape maintenance shall be determined with the future landscape improvements plans and detailed in said agreement. Landscaping by the City at the expense of the Homeowner's Association in these areas will only occur in the event the City Council deems the Homeowner's Association maintenance to be inadequate. Project perimeter walls and adjoining landscaped areas shall be included in a dedicated landscape easement to guarantee adequate maintenance of the walls.
- vv. All storm drain inlets within the entire development, located in both public and private areas, shall be equipped with full-capture trash devices approved by the Regional Water Quality Control Board that satisfy Provision C.10 requirements under the Municipal

Regional Stormwater NPDES Permit. Trash capture device selection is subject to approval by the City Engineer. All trash capture device maintenance within public rights-of-way shall be completed through the Landscaping and Lighting District. All trash capture device maintenance within private areas shall be completed by the Homeowner's Association. The Homeowner's Association shall be responsible for trash and litter control and sweeping of all private streets within the development. All private storm drain systems and all associated trash capture devices shall be cleaned on a regularly scheduled basis as detailed in the required Stormwater Treatment Measures Maintenance Agreement.

- ww. The Homeowner's Association shall be required to contract with a professional management firm to handle all necessary maintenance operations. Documentation of such contract shall be submitted to the City of Newark. All commonly owned facilities shall be properly maintained in a manner consistent with the CC&Rs and project requirements.
- xx. The Homeowner's Association shall periodically provide educational materials on stormwater pollution prevention to all residents.
- yy. Each buyer shall sign an acknowledgment that he/she has read the constitution and bylaws of the Homeowner's Association and the CC&Rs applied to the development.
- zz. The developer shall provide a complete set of construction plans in electronic format and reproducible paper (mylar) format to the Homeowner's Association at the time of its formation.
- aaa. Fire hydrants are to be located along public and private streets as determined by the Alameda County Fire Department.
- bbb. A streetlight plan and joint trench plan shall be submitted by the applicant with the first tract improvement plan check and approved prior to final map approval. LED lighting shall be utilized on all public and private streets and other common areas.
- ccc. A signpost with a sign having an area of at least 15-inches by 21-inches shall be installed at or near each private street entrance. The name of each private street shall be placed on this sign in clearly legible 4-inch letters. The signs shall have painted, in at least 1-inch letters, "Private Property. Not dedicated for public use."
- ddd. On-site private streets are to be posted for "No Parking," except in those areas designed to accommodate guest parking, as shown on the vesting tentative map.
- eee. The connection between private streets and public streets shall be by a City of Newark standard driveway.
- fff. Garbage, trash, or recycling containers shall be suitably concealed in an area dedicated within the garage of each unit, except such features may be placed at curbside on the designated garbage pick-up day.

- ggg. Public Utility Easements (PUE), Water Line Easements (WLE), Storm Drain Easements (SDE), and Sanitary Sewer Easements (SSE) shall be dedicated over all private streets in the development. The PUE, WLE, SDE and SSE dedication statements on the final map shall state that the PUE, WLE, SDE and SSE are available for, but not limited to, the installation, access and maintenance of water supply sanitary and storm sewers, and gas, electrical, and communication facilities.
- hhh. Emergency Vehicle Access Easements (EVAE) shall be dedicated over the full pavement width on all private streets in the development. The final easement geometry shall be subject to the approval of the City Engineer.
- iii. Easements for public access shall be dedicated over those parcels intended for public uses unless those parcels are otherwise dedicated to the public on a final map.
- jjj. The developer shall request Pacific, Gas & Electric Co. to commence with the design of the underground utility improvements for the proposed development as soon as practical following tentative map approval.
- kkk. Street names and an addressing scheme shall be developed during the final map and improvement plan review process in accordance with the City of Newark's Street Numbering and Naming Ordinance (Chapter 12.12). Available street names will need to be determined. All addressing is based on the Alameda County grid pattern with streets running generally northerly and southerly having 5-digit addresses and streets running generally westerly and easterly having 4-digit addresses.
- lll. The developer shall repair and/or replace any public improvements (pavement, curb, gutter, etc.) damaged as a result of construction activity to the satisfaction of the City Engineer.
- mmm. The developer shall be responsible for implementation or their fair share of all mitigation measures identified in the Recirculated Final Environmental Impact Report for the Newark Areas 3 and 4 Specific Plan.
- nnn. The developer shall provide as-built record drawings in both electronic format and on mylar paper based on full and complete review and inspection by the developer's project civil engineer, landscape architect, and other design professionals of all public improvements and all improvements on private streets and property included in the tract improvement plan set.
- ooo. If any condition of this vesting tentative tract map be declared invalid or unenforceable by a court of competent jurisdiction, this vesting tentative map shall terminate and be of no force and effect, at the election of the City Council on motion.
- ppp. Pursuant to Government Code Section 66474.9, the subdivider, or any agent thereof, or successor thereto, shall defend, indemnify, and hold harmless the City of Newark, its officials, employees or agents (collectively "City") from any claim, action or proceeding against the City to attack, set aside, void, or annul, the City's approval concerning this subdivision map application, which action is brought within the time period provided for

in Section 66499.37. The City will promptly notify the subdivider of any such claim, action, or proceeding and cooperate fully in the defense.

- qqq. The Conditions of Project Approval set forth herein include certain fees, dedication requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these conditions constitute written notice of s statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. The developer is hereby further notified that the 90-day approval period in which the developer may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code 66020(a), has begun. If the developer fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the developer will be legally barred from later challenging such exactions.

Landscape-Parks Division

- rrr. Prior to approval of the final map, the developer shall petition the City Council to participate in Landscaping and Lighting District No. 4 and shall pay all associated fees as established by the City's Master Fee Schedule. Areas covered under the terms of this existing district include but are not necessarily limited to the medians on Stevenson Boulevard between Interstate 880 and the westerly project boundary and the street medians on Cherry Street within the district boundary. Individual property owners within the development shall be assessed annually for the cost of existing landscape maintenance based on the current method of assessment distributed equally over each residential lot within the tract boundary. The costs for maintenance of new public areas within the tract boundary to be maintained under the district, including but not necessarily limited to public street tree maintenance, public street lighting, and storm drain trash capture device maintenance shall also be spread evenly over all residential lots within the tract boundary
- sss. All maintenance of common areas and site frontage areas within the development shall be maintained by the required homeowner's association, excluding the park and school sites. The developer shall enter into a Landscape Maintenance Agreement prior to approval of the final map. This agreement shall run with the land and be binding to the homeowners association as successors. Landscape maintenance of these areas by the City under the terms of the Agreement would occur only in the event that City Council deems the homeowners association's maintenance to be inadequate. Any project perimeter walls and adjoining landscape areas shall be included in a dedicated landscape easement to guarantee adequate maintenance of the walls. Any work other than routine maintenance, including but not necessarily limited to, tree removal, tree pruning, or changes to the approved planting palette shall be approved in advance by the City Engineer. All tree pruning shall be performed by under the direction of a certified arborist.
- ttt. Prior to final map approval, the developer shall provide a detailed park master plan for the 3-acre parcel site for approval by the Community Development Director and the Public Works Director. The plan shall be consistent with prior conceptual plans. Detailed construction plans for the park shall be completed prior to issuance of the first certificate of occupancy for any residential lots, excluding model homes, unless this requirement is waived by the Community Development Director and Public Works

Director. The park shall be improved and dedicated in accordance with the terms of the Development Agreement by and between the City of Newark and Newark Partners, LLC.

- uuu. Prior to the submittal of detailed landscape drawings as part of the tract improvement plan set for approval of any final maps, the developer shall provide a complete conceptual landscape plan that includes a full planting layout and complete planting palette. The developer shall obtain approval of this conceptual design prior to proceeding with detailed construction drawings.
- vvv. The developer shall retain a licensed landscape architect to prepare working drawings for all frontage area and common area landscape improvements in accordance with City of Newark requirements, the approved Conceptual Landscape Plan, the Specific Plan, and the State of California Model Water Efficient Landscape Ordinance. The landscape plans shall be included with the tract improvement plan set. The associated Landscape Documentation Package must be approved by the City Engineer prior to the issuance of a building permit.
- www. The developer shall implement Bay Friendly Landscaping Practices in accordance with Newark Municipal Code, Chapter 15.44.080. Prior to approval of the final map, the developer shall provide sufficient information to detail the environmentally-conscious landscape practices to be used on the project.
- xxx. The plant species identified for any proposed biotreatment measures are subject to final approval of the City Engineer.
- yyy. Prior to installation by the developer, plant species, location, container size, quality, and quantity of all landscaping plants and materials shall be reviewed and approved by the City Engineer. All plant replacements shall be to an equal or better standard than originally approved subject to approval by the City Engineer.
- zzz. Prior to the release of utilities or issuance of any Certificate of Occupancy, all landscaping and irrigation systems shall be completed or guaranteed by a cash deposit deposited with the City in an amount to cover the remainder of the work.
- aaaa. Prior to issuance of Certificate of Occupancy or release of utilities, the developer shall guarantee all trees for a period of 1 year and all other plantings and landscape for 60 days after completion thereof. The developer shall insure that the landscape shall be installed properly and maintained to follow standard horticultural practices. All plant replacements shall be to an equal or better standard than originally approved subject to approval of the City Engineer.

Building Division

- bbbb. Construction for this project, including site work and all structures, can occur only between the hours of 8:00 AM and 6:00 PM, Monday through Friday, for all construction activities occurring within 300 feet of the north property line adjacent to Cherry Street. For construction activities occurring further than 300 feet from the north property line along Cherry Street the work hours shall be limited to 7:00 AM to 6:00 PM, Monday

through Friday. The applicant may make a written request to the Building Official for extended working hours and/or days. In granting or denying any request the Building Official will take into consideration the nature of the construction activity which would occur during extended hours/days, the time duration of the request, the proximity to residential neighborhoods and input by affected neighbors. All approvals will be done so in writing.

General

- cccc. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The developer shall pay the prevailing fee for each additional separate submittal of development exhibits requiring Planning Commission and/or City Council review and approval.

- dddd. The developer hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.

- eeee. In the event that any person should bring an action to attack, set aside, void or annul the City's approval of VTM-15-27, the developer shall defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action, or proceeding against the City and/or its agents, officers and employees with counsel selected by the developer (which shall be the same counsel used by developer) and reasonably approved by the City. Developer's obligation to defend, indemnify and hold harmless the City and/or its agents, officers and employees shall be subject to the City's compliance with Government Code Section 66474.9.

This resolution was introduced at the Planning Commission's November 10, 2015, meeting by Commissioner Bridges, seconded by Commissioner Nillo, and passed as follows:

AYES: Aguilar, Bridges, Fitts and Nillo.

NOES: None.

ABSENT: Otterstetter.

s/Terrence Grindall
TERRENCE GRINDALL, Secretary

s/William Fitts
WILLIAM FITTS, Chairperson

CITY OF NEWARK
PLANNING COMMISSION

DRAFT

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4330 • FAX 510-578-4265

City Administration Building
7:30 p.m.
City Council Chambers

MINUTES

Tuesday, November 10, 2015

A. ROLL CALL

At 7:30 p.m., Chairperson Fitts called the meeting to order. All Planning Commissioners were present except Commissioner Otterstetter (personal).

B. MINUTES

B.1 Approval of Minutes of the regular Planning Commission meeting of Tuesday, October 27, 2015.

Commissioner Nillo moved, Commissioner Bridges seconded, to approve the Minutes of October 27, 2015. The motion passed 4 AYES.

C. WRITTEN COMMUNICATIONS

None.

D. ORAL COMMUNICATIONS

None.

E. PUBLIC HEARINGS

 **E.1 Hearing to consider (1) Adopting a resolution recommending City Council approval of RZ-15-28, a rezoning for an approximately 68.55 acre portion of Vesting Tentative Tract Map 8270 from R-6000 (Low Density Residential) to LDR-FBC (Low Density Residential – Form Based Codes) and approximately 3 acres from R-6000 (Low Density Residential) to POS-FBC (Parks and Open Space – Form Based Codes); (2) Adopting a resolution recommending the City Council approve TM-15-27, Vesting Tentative Tract Map 8270 for 386 single family units; and (3) by motion, approving ASR-15-29, an Architectural and Site Plan Review, with Exhibit A, pages 1 through 15.**

Assistant City Manager Grindall gave the staff report and informed the Planning Commission that the Architectural Site Plan and Elevation drawings are conceptual and any minor deviations would be subject to his approval, but any major deviations such as changing to 3-story units would require Planning Commission approval.

ACM Grindall emphasized that a site for a school and a park has been dedicated by the Developer. The Newark Unified School District has seven years from the date of issuance of the first building permit to build a school. In the event that a school is not built, the Developer would be able to reclaim the property and build additional housing units.

Answering Vice-Chairperson Aguilar, ACM Grindall explained the dedication process for giving ownership of land to the NUSD and stated although the School District must go through the State for their Architectural approval process, the City will also work closely with the School District on the Architectural design.

Answering Commissioner Bridges, ACM Grindall estimated construction to begin in a year with complete build out to occur within three years.

Answering Commissioner Bridges, ACM Grindall stated the park adjacent to the school site would be City owned and would be available to both the school and to the Community.

Chairperson Fitts opened the Public Hearing.

Mr. Paul Lettieri, Guzzardo Partnership, representing the applicant Sobrato Development Company, gave a Powerpoint presentation and indicated that he has read and is in agreement with the Conditions listed in Resolutions 1916 and 1917.

Answering Chairperson Fitts, Mr. Lettieri stated it may be possible to add a Gateway feature such as a sign element to the landscaped area at the intersection of Stevenson Boulevard and Cherry Street.

Ms. Jan Crocker, 37866 Lobelia Drive, Newark, CA 94560, stated she is the President of the NUSD Board of Education and would like to see cooperation between the City and the State to help the School District financially in getting a school built at this site,

Answering Ms. Crocker, ACM Grindall stated due to the distance of the railroad tracks to the proposed school site, no sound wall or additional noise buffers are needed.

Chairperson Fitts closed the Public Hearing.

ACM Grindall clarified that there are four, not six, different elevations as mentioned in the staff report.

Chairperson Fitts commented that he liked the executive-style two-story house design.

All Planning Commissioners commented favorably on the proposed project.

Motion made by Commissioner Bridges, seconded by Commissioner Nillo, to: (1) Adopt Resolution 1916, recommending City Council approval of RZ-15-28, a rezoning for an approximately 68.55 acre portion of Vesting Tentative Tract Map 8270 from R-6000 (Low Density Residential) to LDR-FBC (Low Density Residential – Form Based Codes) and approximately 3 acres from R-6000 to POS-FBC (Parks and Open Space – Form Based Codes); (2) Adopt Resolution 1917 recommending the City Council approve TM-15-27, Vesting Tentative Tract Map 8270 for 386 single family units; and (3) Approve ASR-15-29, an Architectural and Site Plan Review, with Exhibit A, pages 1 through 15. Motion passed 4 AYES.

This item will be heard at the December 10, 2015 City Council Meeting.

F. STAFF REPORTS

None.

G. COMMISSION MATTERS

G.1 Report on City Council actions.

None.

ACM Grindall informed the Planning Commission that an RFQ has been sent out to update the Zoning Code.

Commissioners' Comments

Chairperson Fitts thanked staff for keeping the Planning Commission informed on upcoming projects.

Commissioner Nillo wished a Happy Birthday to the U.S. Marine Corp., and thanked all Veterans for their services, and wished the public a Happy Thanksgiving.

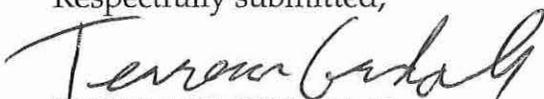
Vice-Chairperson Aguilar echoed Chairperson Fitts' comments in thanking staff.

Chairperson Fitts suggested the public hug a Veteran.

H. ADJOURNMENT

At 8:08 p.m., Chairperson Fitts adjourned the regular Planning Commission meeting of Tuesday, November 10, 2015.

Respectfully submitted,



TERRENCE GRINDALL

Secretary

F.1 Authorization for the City of Newark to accept a California Department of Alcoholic Beverage Control (ABC) grant and authorizing the Police Chief to sign the standard agreement – from Police Chief Leal. (RESOLUTION)

Background/Discussion – The California Department of Alcoholic Beverage Control (ABC) is providing funds to local law enforcement agencies to utilize the Minor Decoy Program, Shoulder Tap Program, and IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies) Inspections. The goal of the Minor Decoy Program is to reduce the number of licensees who sell alcoholic beverages to minors. The Shoulder Tap Program targets adults who furnish alcoholic beverages to minors. IMPACT inspections focus on licensee education. Officers randomly select licensed outlets to conduct business-friendly compliance inspections.

Within the City of Newark, 101 ABC licenses, including 73 on-sale (ie. restaurants and bars) and 28 off-sale (ie. liquor stores), have been granted. The Newark Police Department responds to numerous calls for service at establishments with on-sale licenses. Many of these calls are for disturbing the peace and include incidents involving physical violence and/or the brandishing of weapons. These service calls require significant staff resources not only in terms of frequency, but also in terms of scale. Situations such as bar fights escalating into near riot conditions require all units to respond, which in turn increases our response time to all other calls for service.

Program objectives require an educational component, as well as active enforcement, including:

- Identify and target problematic ABC licensed establishments;
- Develop and implement an ongoing standard operating ABC enforcement procedure and training program;
- Conduct investigative operations at ABC licensed establishments, as well as provide education to owners, patrons, and employees to ensure compliance with the conditions of their licenses;
- Increase communication and involvement with local community groups and businesses; and
- Conduct minor decoy and “shoulder tap” operations, as well as IMPACT inspections.

Funding in the amount of \$18,000 has been awarded and will be utilized for overtime required to conduct operations and provide education; operating expenses for decoy operations, shoulder tap operations, and IMPACT inspections; and travel expenses for the mandatory training session provided by ABC. The project period is October 1, 2015 through September 30, 2016.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the City of Newark to accept a California Department of Alcoholic Beverage Control (ABC) grant and authorize the Police Chief to sign the standard agreement.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY OF NEWARK TO
ACCEPT A CALIFORNIA ALCOHOLIC BEVERAGE
CONTROL (ABC) GRANT AND AUTHORIZE THE POLICE
CHIEF TO SIGN THE STANDARD AGREEMENT

WHEREAS, the California Department of Alcoholic Beverage Control (ABC) is providing funds to law enforcement agencies to utilize the Minor Decoy Program, Shoulder Tap Program, and IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies) Inspections; and

WHEREAS, within the City of Newark, 101 ABC licenses, including 73 on-sale (ie. restaurants and bars) and 28 off-sale (ie. liquor stores), have been granted; and

WHEREAS, the Newark Police Department responds to numerous calls for service at establishments with on-sale licenses and many are for disturbing the peace and include incidents involving physical violence and/or the brandishing of weapons; and

WHEREAS, these service calls require significant staff resources not only in terms of frequency, but also in terms of scale; and

WHEREAS, program objectives require an educational component, as well as active enforcement, including: identify and target problematic ABC licensed establishments; develop and implement an ongoing standard operating ABC enforcement procedure and training program; conduct investigative operations at ABC licensed establishments, as well as provide education to owners, patrons, and employees to ensure compliance with the conditions of their licenses; increase communication and involvement with local community groups and businesses; and conduct minor decoy operations, "shoulder tap" operations, as well as IMPACT inspections; and

WHEREAS, funding in the amount of \$18,000 has been awarded and will be utilized for overtime required to conduct operations and provide education; operating expenses for decoy operations, shoulder tap operations, and IMPACT inspections; and travel expenses for the mandatory training session provided by ABC;

WHEREAS, the project period is October 1, 2015 through September 30, 2016; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the City to accept a California Department of Alcoholic Beverage Control (ABC) grant and authorizes the Police Chief to sign the Standard Agreement with the State of California.

EXHIBIT A SCOPE OF WORK

I. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Newark Police Department
Lt. Chomnan Loth
37101 Newark Blvd.
Newark, CA 94560
(510) 578-4946
Chomnan.loth@newark.org

Department of Alcoholic Beverage Control
Chris Brookman
Supervising Agent, Grant Unit
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2579

Direct all inquiries to:

Same as above

Department of Alcoholic Beverage Control
Diana Fouts-Guter, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 928-9807

II. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC) Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These Programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee, enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
 - The operation period of the grant is October 1, 2015 through September 30, 2016.
 - Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
 - Contractor agrees to conduct Minor Decoy Operations at “On-Sale” and “Off-Sale” licensed locations within the operation period of the grant.
 - Contractor agrees to conduct Shoulder Tap Operations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.

- Contractor agrees to conduct IMPACT Inspections at “On-Sale” and “Off-Sale” licensed locations within the operation period of the grant.
- Contractor agrees to establish and implement a coordinated effort between Contractor and ABC, and acknowledges no operations will be conducted until after the Contractor’s representative has completed training conducted by ABC.
- Contractor agrees to issue press releases as follows: (a) to announce the start of the program; (b) after each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy) and/or after each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy). Contractor will fax (916)419-2599 or email each press release to the Department’s Public Information Officer (John.carr@abc.ca.gov) as soon as it is released.
- Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: “This project is part of the Department of Alcoholic Beverage Control’s Minor Decoy/Shoulder Tap Grant Project, funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration.
- Contractor agrees to host (provide location and distribute letters/flyers with training dates/times to ABC licensed establishments) a minimum of one (1) Licensee Education on Alcohol and Drugs (LEAD) class for licensee’s located within Contractor’s jurisdiction during the term of this contract. The training will be provided by ABC’s Training/LEAD unit.
- Contractor agrees to coordinate LEAD training dates/times with ABC to ensure the LEAD Trainer is available to conduct the class.
- Contractor agrees to complete and submit bi-monthly reports, on a format designed by the Department of Alcoholic Beverage Control due:
 - On or before **December 15, 2015** (with results of operations October and November 2015)
 - On or before **February 15, 2016** (with results of operations December 2015 and January 2016)
 - On or before **April 15, 2016** (with results of operations February and March 2016)
 - On or before **June 15, 2016** (with results of operations April and May 2016)
 - On or before **August 15, 2016** (with results of operations June and July 2016)
 - The final report due on or before **October 30, 2016** (with results of operations August and September 2016)
- Contractor agrees to submit an Executive Summary as part of the final report due on or before **October 30, 2016**. The summary shall contain the following: (1) an evaluation statement concerning the end product and cost benefits; and (2) a listing of recommended and/or adopted policy or procedure changes, if any, occurring as a result of the project.

Disclaimer – The final report shall include the following:

“The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the State of California, Business, Consumer Services and Housing Agency, or the Department of Alcoholic Beverage Control.”

Project Personnel – Identify the key personnel who worked on the project, together with their job classification, and a brief description of their contribution.

Problems – Describe any operational or cost problems that were encountered in project implementation. If known, state alternative methods that would have avoided the problem and increased the effectiveness of the project.

Results – Describe in detail the results of the project in terms of meeting the original objectives as stated in the project agreement. Also, describe the results in terms of how they will be specifically applied for future improvement of the agency’s continuing activities relating to alcohol problem prevention and enforcement. Where possible, describe estimated savings resulting from implementing project results.

Documentation – Attach any input and output documents developed. Examples are: new or revised forms, diagrams, management reports, photos, coding manuals, instructional manuals, etc. Other agencies may be able to adapt this material for their benefit.

III. AMENDMENT PROCESS

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State’s official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

IV. CANCELLATION/TERMINATION

This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a bi-monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs associated with the initial training.
- Invoices shall clearly reference this contract number (**15-OTS15**) and must not exceed the contract total authorized amount of **\$18,000.00**. Invoices are to be submitted on a bi-monthly basis, on the prescribed form designed by the Department of Alcoholic Beverage Control. First report will be due on or before December 15, 2015 (for operations conducted in October and November 2015). Second report due on or before February 15, 2016 (for operations conducted December 2015 and January 2016). Third report due on or before April 15, 2016 (for operations conducted February and March 2016). Fourth report due on or before June 15, 2016 (for operations conducted June and July 2016). Six/final report due on or before October 30, 2016 (for operations conducted August and September 2016).

Submit to: Department of Alcoholic Beverage Control
 Attn: Kristine Okino, Grants Fiscal Analyst
 3927 Lennane Drive, Suite 100
 Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project and on or before the project termination date.
- Contractor understands any other costs incurred by Contractor, other than attendance at initial training and/or personnel overtime and benefits as authorized above, in the performance of this agreement are the sole responsibility of Contractor.

II. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

III. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**F.2 Approval of the 2016 Local Appointments List – from City Clerk Harrington.
(MOTIONS-3)**

Background/Discussion – Section 54970 et. seq. of the Government Code is commonly known as the Maddy Act or Local Appointments List. Section 54972 requires that on or before December 31 of each year, each legislative body in the state shall cause to be prepared and posted a Local Appointments List of all regular and ongoing boards, commissions, and committees, which are appointed by the legislative body of the local agency. The Local Appointments List is to be made available to the public and must contain the following information:

- A list of all appointive terms, which will expire during the calendar year, with the names of the incumbent appointee, the date of the appointment, and the date the term expires.
- A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body and the necessary qualifications for each position.

Legislation also requires that the City Council designate the public library with the largest service population within its jurisdiction to receive a copy of the list.

Members of the City’s Planning Commission and the Senior Citizen Standing Advisory Committee are appointed by the City Council and should be listed on the Local Appointments List. Those terms that expire in 2016 are:

Planning Commission

Karen Bridges, term expires December 2016

Senior Citizen Standing Advisory Committee

Rick Arellano, term expires April 2016

Faye Hall, term expires April 2016

Elwood Ballard, term expires April 2016

Sandra Arellano, term expires April 2016

Dolores Powell, term expires April 2016

Attachment

Action - It is recommended that the City Council, by motions: (1) approve the 2016 Local Appointments List, (2) designate the Newark Public Library as the library to receive a copy of the list, and (3) direct staff to post the Local Appointments List.



CITY OF NEWARK, CALIFORNIA

37101 Newark Boulevard • Newark, California 94560-3796 • (510) 578-4000 • FAX (510) 578-4306

CITY OF NEWARK 2016 LOCAL APPOINTMENT LIST*

Appointive Terms Expiring in 2016

Planning Commission

Karen Bridges, term expires December 2016, appointed December 2012

Senior Citizen Standing Advisory Committee

Rick Arellano, term expires April 2016, appointed March 2014

Faye Hall, term expires April 2016, appointed March 2014

Elwood Ballard, term expires April 2016, appointed March 2014

Sandra Arellano, term expires April 2016, appointed April 2014

Dolores Powell, term expires April 2016, appointed July 2014

Qualifications for appointment to City commissions, committees, and boards: Appointees to the Planning Commission, Senior Citizen Standing Advisory Committee, and the Community Development Advisory Committee must be registered voters of the City of Newark. In addition appointees to the Senior Citizen Standing Advisory Committee must be at least 55 years of age at the time of appointment.

**Approved by the Newark City Council 12/10/2015 pursuant to Section 54972 of the California Government Code, the Maddy Act. DO NOT REMOVE UNTIL 2017.*

F.3 Acceptance of the Annual Report on Newark Development Impact Fees for Fiscal Year 2014-2015 in accordance with Government Code Section 66006(b) – from Assistant Planner Jimenez and Assistant City Manager Grindall. (MOTION)

Background/Discussion – The City Council of the City of Newark adopted three development impact fees on July 27, 2000, pursuant to Government Code Section 66001, and updated those fees on January 25, 2007. The City Council adopted a Non-Residential Housing Impact fee on June 10, 2004 and a Community Development Maintenance Fee on May 27, 2010. The City Council also adopted a Park Impact fee on September 26, 2013 and an Affordable Housing Impact fee on April 10, 2014. Government Code Section 66006(b) requires that any city that has adopted impact fees shall provide an annual report on fees collected, interest earned, and the status of planned public improvements to be funded with the fees.

Staff has completed an Annual Report on Newark Impact Fees for Fiscal Year 2014-2015. The report contains all information required by Government Code Section 66006(b) and has been noticed and distributed accordingly.

Attachment

Action - It is recommended that the City Council, by motion, accept the Annual Report on Newark Development Impact Fees for Fiscal Year 2014-2015 in accordance with Government Code Section 66006(b).

Annual Report on Newark Impact Fees

July 2014 – June 2015

The Newark City Council adopted three development impact fees on July 27, 2000, and updated those fees on January 25, 2007. A fourth impact fee was adopted on June 10, 2004, and a fifth fee was adopted on May 27, 2010. A sixth fee was added on September 26, 2013, and a seventh fee was added on April 10, 2014. State law requires that the city annually publish summary information regarding each fee account established. This annual report was prepared in accordance with these state requirements, as set forth in Government Code Section 66006(b)(1), et seq.

TYPE OF FEE (SEC. 66006(B)(1)(A))

The City of Newark had seven development impact accounts during the 2014-2015 fiscal year, as described below:

1. **Public Safety Facilities Fee:** This fee provides funding for additional or improved police and fire services for which the need is generated by new development within the city.
2. **Community Service Facilities Fee:** This fee provides funding for additional or improved governmental, social, and cultural facilities for which the need is generated by new development within the city.
3. **Transportation Facilities Fee:** This fee provides funding for additional or improved traffic signal, operational, and infrastructure improvements for which the need is generated by new development within the city.
4. **Park Impact Fee:** This fee provides funding for park improvements.
5. **Non-Residential Development Housing Impact Fee:** This fee provides funding to increase and improve the supply of housing affordable to households of very low, low, and moderate incomes for which the need is generated by new commercial and industrial development within the city.
6. **Residential Housing Impact Fee:** This fee provides funding to increase and improve the supply of housing affordable to households of very low, low, and moderate incomes for which the need is generated by new residential development within the city.
7. **Community Development Maintenance Fee:** This fee provides funding to update and implement the Newark General Plan and Zoning Ordinance, which is needed by all new development within the city.

AMOUNT OF FEE (SEC. 66006(B)(1)(B))

The amounts of the first three fees were originally established in Resolution No. 8051 and amended in Resolution 9253. The Park Impact Fee was established by Ordinance No. 470.

The current amounts are shown in the table below.

<i>Land Use Category</i>	<i>Amount of Fee</i>				
	Public Safety Facilities	Community Service Facilities	Transportation Facilities	Park Impact	Total
Single-family Residential (per unit)	\$1,989.00	\$1,942.00	\$801.00	\$7,460.00	\$12,192.00
Multi-family Residential (per unit)	\$2,079.00	\$1,596.00	\$460.00	\$7,460.00	\$11,595.00
Commercial (per sq. ft.)	\$1.73	\$0.36	\$1.38	n/a	\$3.47
Industrial (per sq. ft.)	\$0.17	\$0.31	\$0.68	n/a	\$1.16

The amounts of the Nonresidential Development Housing Impact fee were established in Resolution No. 8802 and are adjusted each year by the percentage change in the Engineering News-Record's Building Cost Index, or a similar index designated by the City Manager. The fee amounts for FY14-15 are shown in the table below.

<i>Land Use Category</i>	<i>Amount of Non-Residential Development Housing Impact Fee</i>
Commercial (per sq. ft.)	3.56
Industrial (per sq. ft.)	0.66

The Residential Housing Impact Fee was established by Ordinance No. 473 and is set at \$20/square foot for the first 1,000 square feet of floor area per dwelling unit and \$8/square foot for all square footage over 1,000 square feet per dwelling unit.

The amount of the Community Development Maintenance Fee was established by Ordinance No. 441 and is set at 0.5% of the construction valuation as determined for a building permit.

BEGINNING AND ENDING BALANCES OF FUNDS (SEC. 66006(B)(1)(C))

The beginning and ending balances of each of the fee accounts are shown in the table below. The ending balance was arrived at by adding the fees collected and interest earned to each account, and then subtracting the expenditures. Information on fees collected, interest earned and expenditures for each account is presented in later sections of this report.

Balances	Public Safety Facilities	Community Service Facilities	Transport. Facilities	Park Impact	Non-Res. Housing	Res. Housing Impact	Comm'ty Dev't Maint.
Beg. Bal. (7/1/14)	\$-1,325,387.03	\$396,346.43	\$1,492,236.31	\$0	\$349,205.64	\$0	\$303,563.15
End. Bal. (6/30/15)	\$-1,106,964.03	\$641,223.85	\$1,746,185.46	\$634,132.00	\$534,046.02	\$700,443.71	\$575,814.07

The Public Safety Facilities Fund shows a negative balance because more money has been spent on projects partially funded by this fund, particularly Fire Station #1, than money has been collected from fees. General Fund money was used to pay the difference, and as public safety impact fees are collected, they are being used to reimburse the General Fund.

FEES COLLECTED AND INTEREST EARNED (SEC. 66006(B)(1)(D))

The table below shows the amount of fees collected and interest earned. No interest was earned in the Public Safety Facilities fund because that fund currently has a negative balance.

Balances	Public Safety Facilities	Community Service Facilities	Transp. Facilities	Park Impact	Non-Res Housing	Res. Housing Impact	Comm'ty Dev't Maint.
Fees Collected	\$218,423.00	\$243,854.00	\$250,096.00	\$634,132.00	\$183,939.00	\$700,000.00	\$381,874.08
Interest Earned	\$0	\$1,023.06	\$3,851.81	\$0	\$767.94	\$901.38	\$1,103.14

EXPENDITURES (SEC. 66006(B)(1)(E))

For this section, state law requires an identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees. This information is provided in the table below.

Improvement	Fee Used	Amount of Fees Expended	Percent of Cost Funded by Fees to Date
Homeless Mgmt. Information System	Housing	\$2,284.00	100%
Civic Center Feasibility Study	CD Maint.	\$10,726.30	7%

CONSTRUCTION COMMENCEMENT DATE (SEC. 66006(B)(1)(F))

For this section, state law requires an identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Sufficient funds have been collected to commence certain projects. The following projects have commenced or are expected to commence during the current fiscal year:

Public Safety Facilities

- Given the deficit in this fund, no projects are planned

Community Service Facilities

- None anticipated this year. Fund money being saved for Civic Center Replacement project anticipated to begin in 2017

Transportation Facilities

- Design for Central Avenue Overpass project anticipated to begin January 2016

Park Impact Fee

- None anticipated this year. Fund money being saved for future park(s) planned for 2017

Housing (Residential & Non-Residential)

- Acquisition of housing sites
- Mortgage Credit Certificate Program fee
- Homeless Management Information System support fee
- In accordance with Ordinance No. 404, the Community Development Advisory Committee reviews potential projects and determines priorities for this fund. The CDAC approved the use of this fund for ongoing housing expenditures as necessary.

Community Development Maintenance

- Zoning Ordinance Update anticipated this year
- Civic Center Replacement Feasibility Study

INTERFUND TRANSFERS AND LOANS (SEC. 66006(B)(1)(G))

An interfund loan and repayment of \$100,000 was made between Capital Fund No. 401 and the Community Development Maintenance Fee Fund 025 to cover the costs of the General Plan Update. The entire loan has now been repaid as of this fiscal year.

AMOUNT OF REFUNDS (SEC. 66006(B)(1)(H))

No refunds of any of these fees were made during fiscal year 2014-2015.

F.4 Approval of specifications, acceptance of bid, and award of contract to Mike Davis Landscape Services for Park and Landscape Maintenance Services, Project 1123A – from Maintenance Supervisor Hornbeck. (MOTION)(RESOLUTION)

Background/Discussion – The City’s current landscape maintenance contract expires on December 31, 2015.

On November 17, 2015, five bids were received from landscape contractors to provide services for City landscaped areas, including the Landscaping and Lighting Districts. The scope of work provides similar service as to that of the most recent landscape contract. In addition, the bid documents include Additive Alternates of City landscaped areas that possibly could be awarded if bids are sufficiently low and funding is available. Bidders were informed that this contract, if awarded, would be awarded to the lowest responsible bidder on the basis of the lowest Base Bid.

Base Bids for this project are as follows:

Bidder	Amount
Mike Davis Landscape Services	\$58,281.48
New Image Landscape Company	\$65,748.00
Bayscape Landscape Management	\$121,800.00
Rubicon Enterprises, Inc.	*\$160,800.00
Valley Crest Landscape Maintenance	\$169,836.00
 Engineers Estimate	 \$173,400.00

*Mathematical Correction

Mike Davis Landscape Services is the lowest responsible bidder and all bid documents are in order.

The following Additive Alternates submitted by Mike Davis Landscape Services, with their bid, are also recommended for award:

Cedar Boulevard West	\$442.32
6128 Thornton Avenue	\$1,990.44
Thornton Avenue West	\$884.64
Magnolia Plaza	\$605.28
George M Silliman Center	\$44,115.60
Cedar Blvd. - Smith Ave. to Mowry Ave.	\$3,608.40
Cedar Blvd. – Mowry Ave. to Balentine Dr.	\$3,608.40
Cedar Blvd. – Dupont Ave. to Thornton Ave.	\$2,793.60
Cedar Blvd. – Newark Blvd. to Haley St.	\$2,758.68
Lido Blvd. – Cedar Blvd. to Jarvis Ave.	\$2,095.20

Newark Blvd. – Jarvis Ave. to Ruschin Dr.	\$1,047.60
Newark Blvd. – Thornton Ave. to Ruschin Dr.	\$1,164.00
Mowry Ave. –I-880 Freeway to Cherry St. Blvd.	\$3,142.80
Mowry Ave. – Alpenrose Ct. to Cherry St.	\$1,396.80
Cherry St.– Mowry Ave. to Golden State Lumber	\$931.20
Cherry St. – Mowry Ave. to ACFC	\$1,164.00
Jarvis Ave. – Cardiff St. to Lake Blvd.	\$3,142.80
 Total Additive Alternates	 \$74,891.76

Funds for the Landscaping and Lighting Districts for the maintenance of the specified areas are appropriated from the budgets of the various Landscaping and Lighting Districts. For areas not in the Landscaping and Lighting Districts, funds were included in the 2015-2016 Biennial Budget.

The total contract recommended to be awarded to Mike Davis Landscape Services for the Base Bid (\$58,281.48) + Additive Alternates (\$74,891.76) is \$133,173.24. There are sufficient funds available for the work.

The contract shall commence on or about January 1, 2016, and conclude by December 31, 2016. The contract includes an option for renewal for no more than two consecutive one-year periods upon mutual consent of both parties. It is recommended that authorization be given to the Public Works Director to sign the renewal contracts.

Attachment

Action - It is recommended that the City Council, by motion, approve the specifications and, by resolution, accept the proposal and award the contract (Base Bid and Additive Alternates) to Mike Davis Landscape Services for Park and Landscape Maintenance Services, Project 1123A, and authorize the Public Works Director to sign the renewal contracts.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING THE PROPOSAL AND AWARDING THE CONTRACT (BASE BID AND ADDITIVE ALTERNATES) TO MIKE DAVIS LANDSCAPE SERVICES FOR PARK AND LANDSCAPE MAINTENANCE SERVICES, PROJECT 1123A, AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN THE RENEWAL CONTRACTS

BE IT RESOLVED that the City Council of the City of Newark does hereby find that Mike Davis Landscape Services was the lowest responsible bidder for Park and Landscape Maintenance Services, Project 1123A, in the City of Newark; and

BE IT FURTHER RESOLVED that the City Council does hereby accept said bid and Additive Alternate of said company and does hereby authorize and direct the Mayor of the City of Newark to sign an agreement with said company for Park and Landscape Maintenance Services, Project 1123A, according to the plans, specifications, and terms of said bid; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Public Works Director to sign renewal agreements with said company for Park and Landscape Maintenance Services.

F.5 Approval of the final map for Tract 8212, a 77-lot single-family residential subdivision (Classic 36120 Ruschin, L.P.) at 36120 Ruschin Drive – from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion – On February 12, 2015, the City Council approved Vesting Tentative Tract Map 8212 for a 77-lot single family residential subdivision at 36120 Ruschin Drive. Classic 36120 Ruschin, L.P. (formerly Classic Communities) has submitted the required fees, bonds, and other documents for approval of the final map for Tract 8212. Recording of the final map and issuance of subsequent permits and approvals for construction activity will be at the discretion of the City Engineer.

Attachment

Action – It is recommended that the City Council, by resolution, approve the final map for Tract 8212, a 77-lot single-family residential subdivision (Classic 36120 Ruschin, L.P.) at 36120 Ruschin Drive.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE FINAL MAP FOR TRACT 8212,
A 77-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION
(CLASSIC 36120 RUSCHIN, L.P.) AT 36120 RUSCHIN DRIVE

WHEREAS, on February 12, 2015, with Resolution No. 10,317, the City Council of the City of Newark approved Tentative Tract Map 8212 for a 77-lot single-family residential subdivision at 36120 Ruschin Drive.

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City Council does hereby approve the final map and improvement plans for Tract 8212, City of Newark, County of Alameda, State of California, and that the Mayor is authorized and hereby directed to execute an agreement between the City of Newark and Classic 36120 Ruschin, L.P., for the improvements of said tract; and

BE IT FURTHER RESOLVED that the City Council does hereby accept all parcels of land offered for public use in conformity with the terms of offer of dedication as shown on the final map for Tract 8212; and

BE IT FURTHER RESOLVED that the City Council does hereby accept the abandonment of all public easements as shown on the final map for Tract 8212; and

BE IT FURTHER RESOLVED that the City Council does hereby approve the Performance Bond in the amount of \$4,106,000 and the Materials Bond in the amount of \$2,053,000 posted by the developer to secure the installation of improvements in accordance with the plans and specifications and the Subdivision Improvement Agreement; and

BE IT FURTHER RESOLVED that the recording of the final map and final approval for the start of construction activity for Tract 8212, including issuance of all related construction permits, shall be at the discretion of the City Engineer.

**CITY OF NEWARK
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8212**

This Subdivision Improvement Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF NEWARK, a municipal corporation (hereinafter "City"), and CLASSIC 36120 RUSCHIN, L.P., a California limited partnership (hereinafter "Developer"). City and Developer may be collectively referred to herein as the "parties."

RECITALS

- A.** In accordance with the Subdivision Map Act (California Government Code Sections 66410, *et seq.*), and the Subdivision Ordinance (Newark Municipal Code, Title 16, Chapters 16.04, 16.08, 16.12, 16.16, 16.20, and 16.32), and the Street Ordinance (Newark Municipal Code, Title 12, Chapters 12.04 and 12.08), the Developer has submitted to the City a Final Map (hereinafter "Final Map") for the Project known as Tract 8212 at 36120 Ruschin Drive, Newark (hereinafter "Project").
- B.** The Project is geographically located within the boundaries of the Tentative Tract Map known as "Tentative Map 8212". The Tentative Map is on file with the City Engineer, and is incorporated herein by reference.
- C.** The City's approval of the Tentative Map was subject to specified conditions of approval (hereinafter "Conditions"). The Conditions are on file with the City Engineer, and are incorporated herein by reference.
- D.** Improvement Plans and Specifications have been prepared on behalf of the Developer, and approved by the City Engineer, which describe the improvements which are required to be constructed by the Developer. The term "Plans and Specifications" shall include the improvement plans titled "Tract 8212 Improvement Plans," approved by the City Engineer. The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions (hereinafter "Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Developer's sole cost and expense. No change shall be

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8212**

made to the Scope of Work unless authorized in writing by the City Engineer.

2. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
3. **DEVELOPER'S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent (hereinafter "Authorized Representative") on site with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. The Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.
4. **IMPROVEMENT SECURITY.** The Developer shall furnish faithful performance and labor and material security concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work. The Developer shall furnish warranty security prior to the City's acceptance of the Work. The form of the security shall be as authorized by the Subdivision Map Act (including Government Code Sections 66499, *et seq.*) and the Newark Municipal Code, and as set forth below:
 - 4(a). **Faithful Performance.** Security in the amount of \$4,106,000 to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.
 - 4(b). **Labor and Material.** Security in the amount of \$2,053,000 to secure payment by the Developer to laborers and materialmen pursuant to Government Code Sections 66499.2, 66499.3, and 66499.4.
 - 4(c). **Warranty.** Security in the amount of \$411,000 to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.
5. **BUSINESS LICENSE.** The Developer shall apply for and pay the business license fees, in accordance with Newark Municipal Code Title 5, Chapter 5.04.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8212**

6. INSURANCE. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer (including its agents, representatives, contractors, subcontractors, and employees) in connection with the performance of services under this Agreement. This Agreement identifies the minimum insurance levels with which Developer shall comply; however, the minimum insurance levels shall not relieve Developer of any other performance responsibilities under this Agreement (including the indemnity requirements), and Developer may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any services, the Developer shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Developer shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

6(a). Minimum Insurance Levels. Developer shall maintain insurance at the following minimum levels:

6(a)(1). Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$5,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

6(a)(2). Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

6(a)(3). Workers’ Compensation coverage as required by the State of California.

6(b). Minimum Limits of Insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

6(c). Endorsements. The insurance policies shall be endorsed as follows:

6(c)(1). For the commercial general liability insurance, the City (including its elected officials, employees, volunteers, and agents) shall be named as additional insured, and the policy shall be

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8212**

endorsed with a form at least as broad as ISO form CG 20 10 11 85.

6(c)(2). Developer's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Developer's insurance and shall not contribute with it.

6(c)(3). Developer's insurance will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City. During the term of this Agreement, Consultant will not materially alter any of the policies or reduce any of the levels of coverage afforded by its insurance policies.

6(c)(4). Maintenance of proper insurance coverage in conformity with this Section 6 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

6(d). Qualifications of Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M Best's rating of not less than "A:VII."

7. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Developer shall immediately notify the City Engineer's office by telephone at 510-578-4290, and Developer shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property), (b) name and address of witnesses, and (c) name and address of any potential insurance companies.

8. INDEMNIFICATION. To the fullest extent permitted by law, Developer shall indemnify, hold harmless, and defend the City (including its elected officials, officers, volunteers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement (with the exception of the sole negligence or willful misconduct of the City).

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8212**

- 9. TIME OF PERFORMANCE.** Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.
- 9(a). Commencement of Work.** No later than fifteen (15) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Developer shall not commence Work until after the notice required by this section is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.
- 9(b). Schedule of Work.** Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.
- 9(c). Completion of Work.** The Developer shall complete all Work by no later than seven-hundred thirty (730) days after the City's execution of this Agreement.
- 10. INSPECTION BY THE CITY.** In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation. The Developer shall provide third party compaction testing in accordance with City standards for all applicable public and private improvements. Testing results are subject to review and approval by City.
- 11. DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8212**

- 11(a).** The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:
- 11(a)(1).** The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.
 - 11(a)(2).** The Developer abandons the Project site.
 - 11(a)(3).** The Developer fails to perform one or more requirements of this Agreement.
 - 11(a)(4).** The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.
 - 11(a)(5).** The Developer violates any legal requirement related to the Work.
- 11(b).** In the event that the Developer fails to cure the default, the City may, in its sole discretion and through the City Engineer, take any or all of the following actions:
- 11(b)(1).** Cure the default and charge the Developer for the costs therefor, including administrative costs and interest in an amount equal to seven percent (7 %) per annum from the date of default.
 - 11(b)(2).** Demand the Developer to complete performance of the Work.
 - 11(b)(3).** Demand the Developer's surety (if any) to complete performance of the Work.
- 12. ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Engineer, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Engineer has accepted the Work as complete.
- 13. WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.
- 14. RELATIONSHIP BETWEEN THE PARTIES.** Developer is, and at all times shall remain, an independent contractor solely responsible for all

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8212**

acts of its employees, agents, contractors, or subcontractors, including any negligent acts or omissions. Developer is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

- 15. CONFLICTS OF INTEREST PROHIBITED.** Developer (including its employees, agents, contractors, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Developer maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving Developer's conflicting interest may be terminated by the City.
- 16. NONDISCRIMINATION.** Developer shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Developer shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.
- 17. NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

To: City of Newark
Attn:
City Engineer
37101 Newark Boulevard
Newark, CA 94560

To: Classic 36120 Ruschin, L.P.
Attn:
Adam Kates, Vice President
1068 East Meadow Circle
Palo Alto, CA 94303

- 18. HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- 19. SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8212**

jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

20. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with 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 Alameda.
21. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
22. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
23. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
24. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
25. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
26. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8212**

27. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Developer and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and Developer do hereby agree to the full performance of the terms set forth herein.

CLASSIC 36120 RUSCHIN, L.P.,
a California limited partnership

CITY OF NEWARK,
a municipal corporation

By: _____
Adam Kates, Vice President

By: _____
Alan L. Nagy, Mayor

ATTEST:

Sheila Harrington, City Clerk

APPROVED AS TO FORM:

David J. Benoun, City Attorney

TRACT 8212

CONSISTING OF 9 SHEETS

BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN DEED,
RECORDED MAY 15, 2015 AS DOCUMENT NO. 2015130331,
OFFICIAL RECORDS OF ALAMEDA COUNTY

LYING ENTIRELY WITHIN THE
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

DATE: DECEMBER 2015



ENGINEERS-SURVEYORS-PLANNERS
1630 TECHNOLOGY DRIVE, SUITE 650
SAN JOSE, CALIFORNIA 95110

OWNER'S STATEMENT

CLASSIC 36120 RUSCHIN, L.P., A CALIFORNIA LIMITED PARTNERSHIP, HEREINAFTER REFERRED TO AS "OWNER", DOES HEREBY STATE THAT IT IS THE OWNER OF THE LANDS DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES ON THE HERIN EMBODIED MAP ENTITLED "TRACT 8212", CITY OF NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, CONSISTING OF 9 SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT SAID OWNER ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THAT GRANT DEED RECORDED ON 5/15/2015, AS SERIES NO. 2015130331, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LANDS; AND THAT SAID OWNER HAS CAUSED SAID MAP TO BE PREPARED FOR RECORD AND THAT SAID OWNER CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

AND THE UNDERSIGNED DOES HEREBY DEDICATE TO THE PUBLIC FOREVER THAT STRIP OF LAND DESIGNATED AS "RUSCHIN DRIVE" FOR THE PURPOSES OF PUBLIC STREET AND PUBLIC UTILITY EASEMENT, WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE STRUCTURES AND APPURTENANCES UNDER, UPON AND OVER ANY AREA OR STRIP OF LAND DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT), AS DELINEATE WITHIN THE EXTERIOR BOUNDARY OF THIS MAP; AND THAT SAID PUBLIC UTILITY EASEMENT AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS OR STRUCTURES OF ANY KIND, EXCEPT APPLICABLE UTILITY STRUCTURES, IRRIGATION SYSTEMS, APPURTENANCES, AND LAWFUL FENCES.

AND THE UNDERSIGNED DOES HEREBY DEDICATE AN EASEMENT TO THE PUBLIC OVER THE AREAS DESIGNATED AS "W.L.E." (WATER LINE EASEMENT) FOR INGRESS AND EGRESS, CONSTRUCTION, AND MAINTENANCE OF WATER SYSTEM FACILITIES INCLUDING WATER LINES AND APPURTENANCES THERETO.

AND THE UNDERSIGNED DOES HEREBY DEDICATE AN EASEMENT TO THE PUBLIC OVER THE AREAS DESIGNATED AS "S.D.E." (STORM DRAIN EASEMENT) FOR INGRESS AND EGRESS, CONSTRUCTION, AND MAINTENANCE OF STORM DRAINAGE FACILITIES INCLUDING STORM DRAIN LINES AND APPURTENANCES THERETO.

AND THE UNDERSIGNED DOES HEREBY DEDICATE AN EASEMENT TO THE PUBLIC OVER THE AREAS DESIGNATED AS "S.S.E." (SANITARY SEWER EASEMENT) FOR INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION, RESTORATION AND REMOVAL OF SEWER SYSTEMS SERVING THE SUBDIVISION.

AND THE UNDERSIGNED DOES HEREBY DEDICATE AN EASEMENT FOR EMERGENCY VEHICLE ACCESS OVER, UPON, AND ACROSS THOSE AREAS OF LAND DESIGNATED "E.V.A.E." (EMERGENCY VEHICLE ACCESS EASEMENT) ARE NOT OFFERED FOR PUBLIC USE, EXCEPT THAT THE UNDERSIGNED DOES HEREBY DEDICATE TO THE PUBLIC FOREVER THE RIGHT OF WAY AND EASEMENT FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES.

AND THE UNDERSIGNED DOES HEREBY RESERVE AN EASEMENT FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THOSE AREAS OF LAND DESIGNATED "P.I.E.E." (PRIVATE INGRESS AND EGRESS EASEMENT) FOR PRIVATE USE. SAID EASEMENT IS TO BE KEPT OPEN AND FREE OF SURFACE STRUCTURES OF ANY KIND.

AND THE UNDERSIGNED DOES HEREBY RESERVE AN EASEMENT FOR PRIVATE USE, THE AREAS DESIGNATED AS "P.S.D.E." (PRIVATE STORM DRAIN EASEMENT) FOR INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION, RESTORATION AND REMOVAL OF STORM DRAINAGE SYSTEMS SERVING THE SUBDIVISION.

AND THE UNDERSIGNED DOES HEREBY RESERVE EASEMENTS FOR PRIVATE USE, THE AREAS DESIGNATED AS "P.S.L.E." (PRIVATE STREET LIGHT EASEMENT) FOR THE INSTALLATION AND MAINTENANCE OF THE PRIVATE STREET LIGHTS, THE MAINTENANCE, REPAIR AND/OR REPLACEMENT OF SAID STREET LIGHTS SHALL BE THE SOLE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITION AND RESTRICTIONS.

AND THE UNDERSIGNED DOES HEREBY DECLARE THAT THE AREAS DESIGNATED AS "PARCEL A" ON THE HERIN MAP, IS COMMON AREA FOR THE EXCLUSIVE USE OF THE RESIDENTS AND VISITORS OF THIS SUBDIVISION. IT CONTAINS, BUT IS NOT LIMITED TO, PRIVATE INGRESS/EGRESS ACCESS, PRIVATE WALKWAYS, PRIVATE PARKING, PRIVATE UTILITIES, EMERGENCY VEHICLE ACCESS AND PUBLIC UTILITIES. "PARCEL A" WILL BE CONVEYED TO THE HOMEOWNERS' ASSOCIATION.

AND THE UNDERSIGNED DOES HEREBY RESERVE PRIVATE STREETS, DESIGNATED ON THE HERIN MAP AS "FORESTWOOD DRIVE, FIG TREE LANE, MANGROVE LANE & WINDWOOD LANE".

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS STATEMENT AND THESE DEDICATIONS TO BE EXECUTED THIS _____ DAY OF _____ 20____.

AS OWNER:
CLASSIC 36120 RUSCHIN L.P., A CALIFORNIA LIMITED PARTNERSHIP

BY: CLASSIC COMMUNITIES, INC., A CALIFORNIA CORPORATION
ITS: GENERAL PARTNER

BY: _____
ADAM KATES
ITS: VICE PRESIDENT

BKF No. 20146012

OWNER ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____)

ON _____ 20____, BEFORE ME, _____, A NOTARY PUBLIC,
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

NOTARY'S SIGNATURE: _____

NOTARY'S PRINTED NAME: _____

NOTARY'S PRINCIPAL PLACE OF BUSINESS: _____

NOTARY'S COMMISSION No.: _____

NOTARY'S COMMISSION EXPIRATION DATE: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CLASSIC COMMUNITIES, INC, IN APRIL 2015.

I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE JULY 31, 2017, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE _____ DAVIS THRESH
P.L.S. NO. 6868



CITY ENGINEER'S STATEMENT

I, PEGGY A. CLAASSEN, CITY ENGINEER OF THE CITY OF NEWARK, DO HEREBY STATE THAT THE HERIN EMBODIED FINAL MAP, ENTITLED "TRACT 8212", CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, CONSISTING OF NINE (9) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF, HAS BEEN EXAMINED AND THAT THE SUBDIVISION, AS SHOWN UPON SAID MAP, IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP AND ANY APPROVED AMENDMENTS THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND AMENDMENTS THERETO, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2015.

PEGGY A. CLAASSEN, P.E. NO. 34477
CITY ENGINEER, CITY OF NEWARK
ALAMEDA COUNTY, CALIFORNIA

I, MITCHELL L. MOUGHON, SPECIAL ASSISTANT FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT PURSUANT TO SECTION 66450(o)(4) OF THE GOVERNMENT CODE THAT I HAVE EXAMINED THE HERIN EMBODIED MAP ENTITLED "TRACT 8212", CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, CONSISTING OF NINE (9) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2015.

MITCHELL L. MOUGHON, P.E. 29509
SPECIAL ASSISTANT FOR THE CITY OF NEWARK
ALAMEDA COUNTY, CALIFORNIA

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA)

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY CERTIFY, AS CHECKED BELOW THAT:

AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF \$ _____ CONDITIONED FOR PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

ANIKA CAMPBELL-BELTON
CLERK OF THE BOARD OF SUPERVISORS,
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 20____ AT _____ M IN
BOOK _____ OF MAPS, AT PAGES _____, RECORDER'S
SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEES: _____ PAID

PATRICK J. O'CONNELL
COUNTY RECORDER
IN AND FOR THE
COUNTY OF ALAMEDA,
STATE OF CALIFORNIA

BY: _____
DEPUTY

TRACT 8212
SHEET 1 OF 9

TRACT 8212

CONSISTING OF 9 SHEETS

BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN DEED,
RECORDED MAY 15, 2015 AS DOCUMENT NO. 2015130331,
OFFICIAL RECORDS OF ALAMEDA COUNTY
LYING ENTIRELY WITHIN THE
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
DATE: DECEMBER 2015



ENGINEERS-SURVEYORS-PLANNERS
1655 TECHNOLOGY DRIVE, SUITE 850
SAN JOSE, CALIFORNIA 95110

SHEET INDEX

BENEFICIARY'S STATEMENT

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER CONSTRUCTION DEED OF TRUST, RECORDED MAY 15, 2015 AS INSTRUMENT NO. 2015130332, OFFICIAL RECORDS OF ALAMEDA COUNTY, ENCUMBERING THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: _____
NAME: _____
TITLE: _____

BENEFICIARY ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)SS.

ON _____ 20____ BEFORE ME, _____ A NOTARY PUBLIC,

PERSONALLY APPEARED
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

NOTARY'S SIGNATURE: _____
PRINTED NAME: _____
COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____
COMMISSION No.: _____
COMMISSION EXPIRATION DATE: _____

CITY CLERK'S STATEMENT

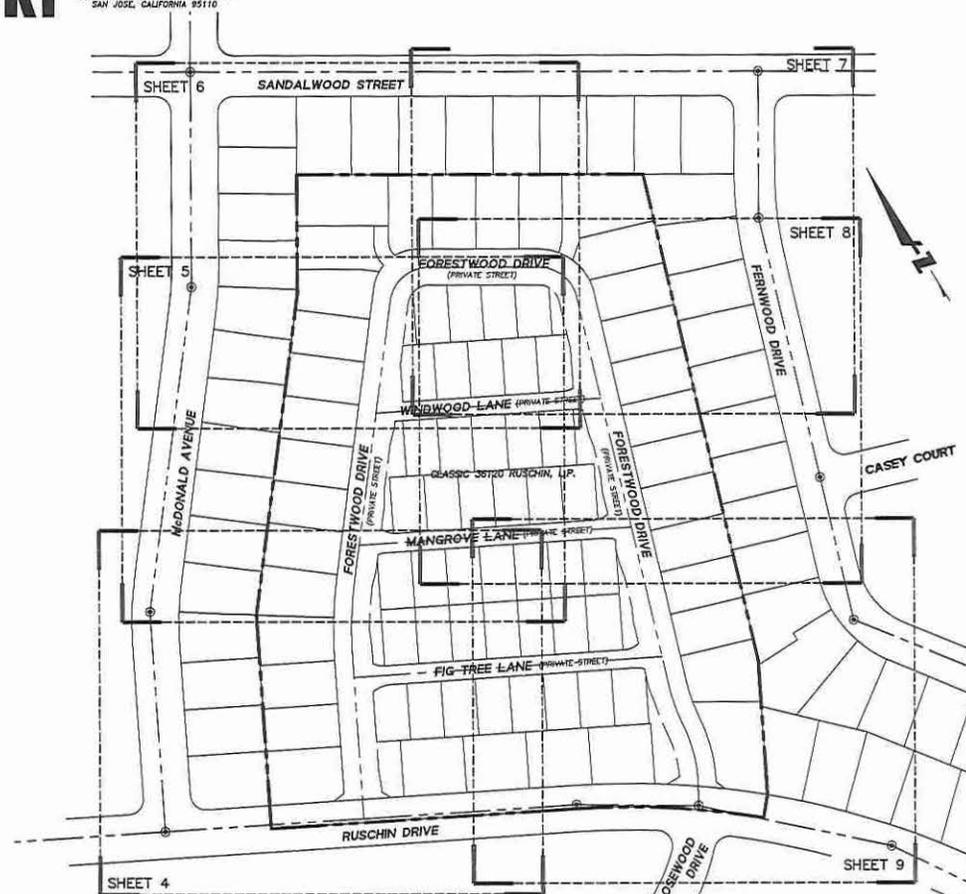
I, SHEILA HARRINGTON, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF NEWARK, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 8212" CONSISTING OF NINE (9) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF, WAS PRESENTED TO SAID COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING HELD ON THE _____ DAY OF _____ 20____, AND THAT SAID COUNCIL DID THEREUPON, BY RESOLUTION NUMBER _____ PASSED AND ADOPTED AT SAID MEETING, APPROVED SAID MAP AND ACCEPTED ON BEHALF OF THE PUBLIC EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE OFFER OF DEDICATION, AND CONSENTED TO THE ABANDONMENT OF VARIOUS EASEMENTS PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____ 20____

SHEILA HARRINGTON
CITY CLERK AND CLERK OF THE COUNCIL
OF THE CITY OF NEWARK, ALAMEDA COUNTY,
STATE OF CALIFORNIA

SOILS REPORT NOTE

A SOILS REPORT HAS BEEN PREPARED BY CORNERSTONE EARTH GROUP, ENTITLED "RUSCHIN DRIVE DEVELOPMENT, NEWARK, CALIFORNIA", PROJECT NO. 160-19-2, DATED FEBRUARY 20, 2015, A COPY OF WHICH HAS BEEN FILED WITH THE CITY OF NEWARK.



TRACT 8212

SHEET 2 OF 9

TRACT 8212

CONSISTING OF 9 SHEETS

BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN DEED,
RECORDED MAY 15, 2015 AS DOCUMENT NO. 2015130331,
OFFICIAL RECORDS OF ALAMEDA COUNTY

LYING ENTIRELY WITHIN THE
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

SCALE: 1" = 80'

DATE: DECEMBER 2015



ENGINEERS-SURVEYORS-PLANNERS
1650 TECHNOLOGY DRIVE, SUITE 600
SAN JOSE, CALIFORNIA 95110

BASIS OF BEARINGS

THE BEARING N50°14'00" OF THE MONUMENT LINE OF RUSCHIN DRIVE,
BETWEEN FOUND MONUMENTS, AS SAID BEARING IS SHOWN ON THAT
CERTAIN MAP OF TRACT 2152, FILED AUGUST 4, 1960 IN BOOK 42 OF
MAPS AT PAGE 35, RECORDS OF ALAMEDA COUNTY, WAS TAKEN AS THE
BASIS OF BEARINGS FOR THIS MAP.

MAP NOTES

1. ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. THE DISTINCTIVE BORDER LINE INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY THIS MAP AND CONTAINS AN AREA OF 10.114 ACRES, MORE OR LESS.
3. ALL PROPOSED EASEMENTS ARE SHOWN ON SHEETS 4 THROUGH 9.
4. ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH AND/OR PERPENDICULAR TO THE LOT LINE OR BOUNDARY LINE.

LEGEND

- FOUND MONUMENT AS NOTED ON MAP
- ⊙ SET 2-1/2" BRASS DISK MONUMENT WITH PUNCH MARK IN CONCRETE BASE, INSIDE MONUMENT WELL STAMPED "LS 6868"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG AND TACK, STAMPED "LS 6868"
- DISTINCTIVE BOUNDARY LINE
- LOT LINE
- MONUMENT LINE
- CENTER LINE
- EASEMENT LINE
- THE LINE
- M-M MONUMENT TO MONUMENT DISTANCE
- (R) RADIAL BEARING
- M/L MONUMENT LINE

REFERENCES

- R1 TRACT 2152, 42 M 35
- R2 TRACT 2257, 44 M 24
- R3 DOC. 2015130331

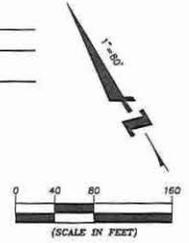
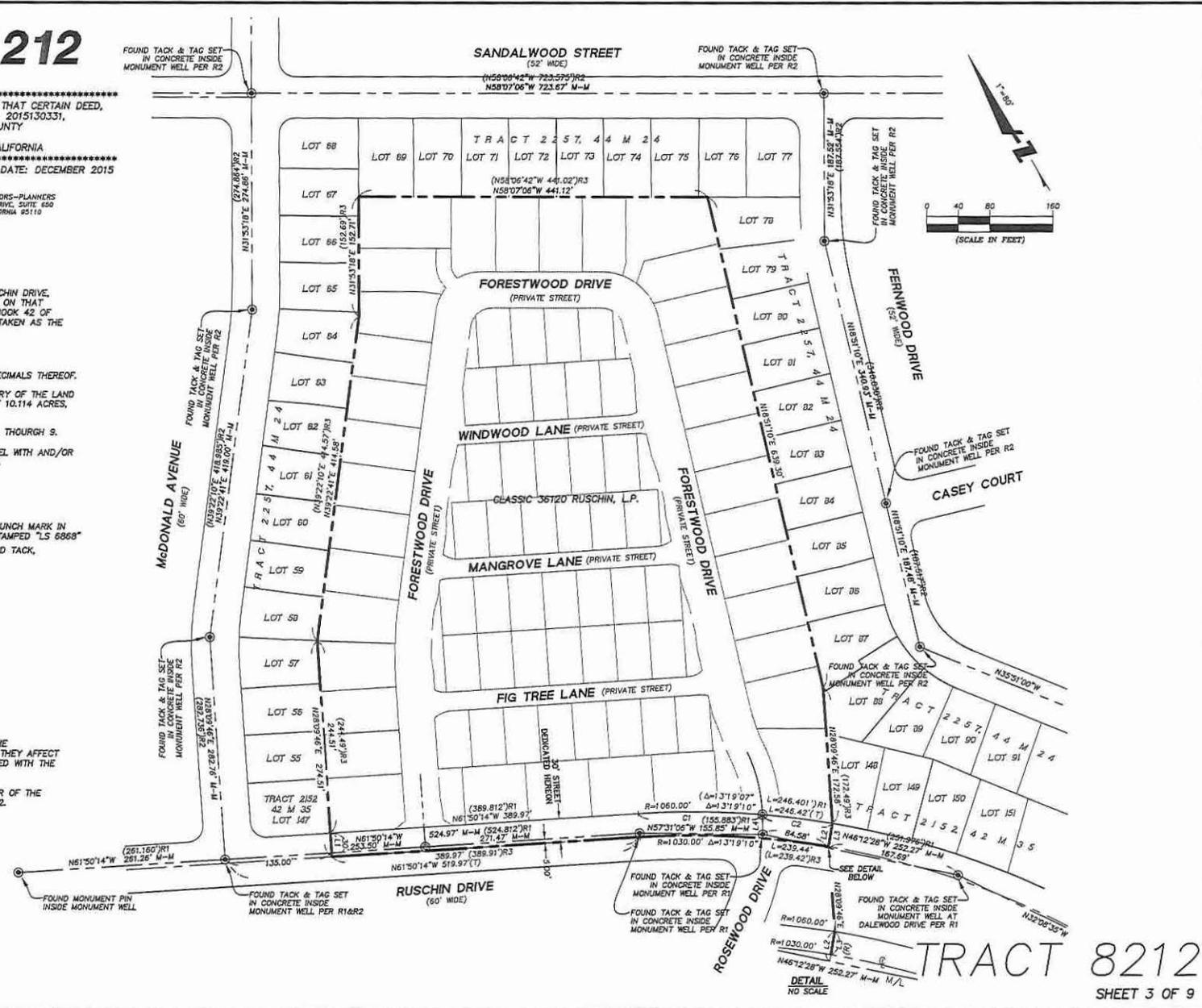
ABANDONMENT NOTE

PURSUANT TO GOVERNMENT CODE SECTION 66434(g) OF THE
SUBDIVISION MAP ACT, THAT EASEMENT LISTED BELOW, AS THEY AFFECT
THE PARCEL BEING SUBDIVIDED HEREON, WILL BE ABANDONED WITH THE
FILING OF THIS MAP:

1. ALL THE EXISTING 10' STORM DRAIN EASEMENT, IN FAVOR OF THE CITY OF NEWARK, AS DESCRIBED IN REEL 284 IMAGE 752.

LINE	BEARING	LENGTH
L1	N33°28'48"E	25.00'
L2	N41°28'56"E	31.87'
L3	N41°28'56"E	30.00'
L4	N30°51'19"E	25.27'

CURVE	RADIUS	DELTA	LENGTH
C1	1060.00'	08°29'58"	157.14'
C2	1060.00'	04°49'32"	89.28'



TRACT 8212
SHEET 3 OF 9

TRACT 8212

CONSISTING OF 9 SHEETS

BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN DEED,
RECORDED MAY 15, 2015 AS DOCUMENT NO. 2015150331,
OFFICIAL RECORDS OF ALAMEDA COUNTY,
LYING ENTIRELY WITHIN THE
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

SCALE: 1" = 30'

DATE: DECEMBER 2015



ENGINEERS-SURVEYORS-PLANNERS
1150 TECHNOLOGY DRIVE, SUITE 250
SAN JOSE, CALIFORNIA 95110

BASIS OF BEARINGS

THE BEARING N61°50'14"E OF THE MONUMENT LINE OF RUSCHIN DRIVE,
BETWEEN FOUND MONUMENTS, AS SAID BEARING IS SHOWN ON THAT
CERTAIN MAP OF TRACT 2152, FILED AUGUST 4, 1960 IN BOOK 42 OF
MAPS AT PAGE 35, RECORDS OF ALAMEDA COUNTY, WAS TAKEN AS THE
BASIS OF BEARINGS FOR THIS MAP.

MAP NOTES

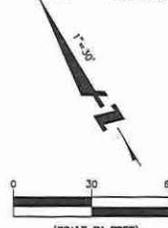
- ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- THE DISTINCTIVE BORDER LINE INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY THIS MAP AND CONTAINS AN AREA OF 10.114 ACRES, MORE OR LESS.
- ALL EXISTING EASEMENTS ARE SHOWN ON SHEETS 3 OF 9.
- ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH AND/OR PERPENDICULAR TO THE LOT LINE OR BOUNDARY LINE.

LEGEND

- FOUND MONUMENT AS NOTED ON MAP
- ⊙ SET 2-1/2" BRASS DISK MONUMENT WITH PUNCH MARK IN CONCRETE BASE, INSIDE MONUMENT WELL STAMPED "LS 6868"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG AND TACK, STAMPED "LS 6869"
- DISTINCTIVE BOUNDARY LINE
- - - LOT LINE
- - - MONUMENT LINE
- - - CENTER LINE
- - - EASEMENT LINE
- - - TIE LINE

LINE BEARING	LENGTH
L1	N84°22'19"E 16.55'
L11	N39°22'41"E 7.90'
L15	N46°19'03"E 20.47'
L16	N39°22'41"E 21.19'
L22	N39°22'41"E 28.48'
L30	N28°09'46"E 21.72'
L31	N23°52'24"E 20.14'
L32	N22°25'25"E 20.00'
L33	N28°09'46"E 8.68'
L34	N28°01'54"W 14.14'
L35	N28°09'46"E 10.05'
L36	N61°50'14"W 7.00'
L38	N39°22'41"E 9.98'
L39	N50°37'19"W 7.00'

- M-M MONUMENT TO MONUMENT DISTANCE
- (R) RADIAL BEARING
- (T) TOTAL DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT
- P.I.E. PRIVATE INGRESS, EGRESS EASEMENT
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- P.S.L.E. PRIVATE STREET LIGHT EASEMENT
- P.S.D.E. PRIVATE STORM DRAIN EASEMENT
- S.S.E. PRIVATE SANITARY SEWER EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- W.L.E. WATER LINE EASEMENT



SEE SHEET 5 OF 9



CURVE	RADIUS	DELTA	LENGTH
C17	30.00'	08°08'18"	4.24'
C19	30.00'	17°41'17"	389.87'
C21	35.00'	38°56'41"	23.79'
C25	30.01'	29°05'25"	15.24'
C27	29.95'	40°01'29"	20.92'
C32	30.03'	14°36'14"	7.65'
C33	30.48'	17°09'29"	9.13'

TRACT 8212
SHEET 4 OF 9

TRACT 8212

CONSISTING OF 9 SHEETS

BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN DEED,
RECORDED MAY 15, 2015 AS DOCUMENT NO. 2015130331,
OFFICIAL RECORDS OF ALAMEDA COUNTY

LYING ENTIRELY WITHIN THE

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

SCALE: 1" = 30'

DATE: DECEMBER 2015



ENGINEERS-SURVEYORS-PLANNERS
1456 TECHNOLOGY DRIVE, SUITE 630
SAN JOSE, CALIFORNIA 95110

BASIS OF BEARINGS

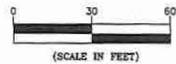
THE BEARING N61°50'14"E OF THE MONUMENT LINE OF RUSCHIN DRIVE,
BETWEEN FOUND MONUMENTS AS SAID BEARING IS SHOWN ON THAT
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MAPS AT PAGE 35, RECORDS OF ALAMEDA COUNTY, WAS TAKEN AS THE
BASIS OF BEARINGS FOR THIS MAP.

MAP NOTES

1. ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. THE DISTINCTIVE BORDER LINE INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY THIS MAP AND CONTAINS AN AREA OF 10.114 ACRES, MORE OR LESS.
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4. ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH AND/OR PERPENDICULAR TO THE LOT LINE OR BOUNDARY LINE.

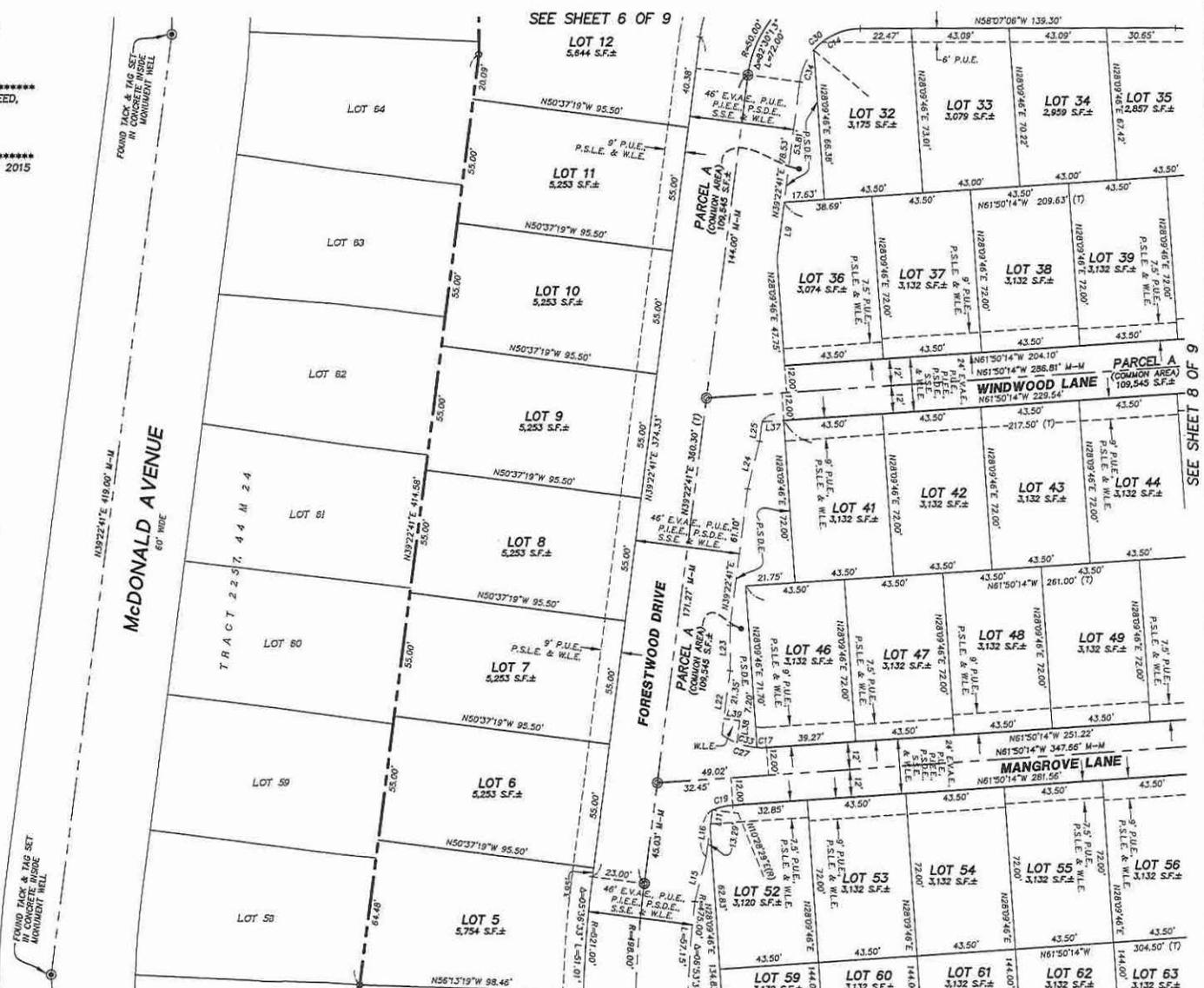
LEGEND

- FOUND MONUMENT AS NOTED ON MAP
- ⊙ SET 2-1/2" BRASS DISK MONUMENT WITH PUNCH MARK IN CONCRETE BASE, INSIDE MONUMENT WELL STAMPED "LS 6868"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG AND TACK, STAMPED "LS 6868"
- DISTINCTIVE BOUNDARY LINE
- - - LOT LINE
- - - MONUMENT LINE
- - - CENTER LINE
- - - EASEMENT LINE
- M-M MONUMENT TO MONUMENT DISTANCE
- (T) TOTAL DISTANCE
- (R) RADIAL BEARING
- P.U.E. PUBLIC UTILITY EASEMENT
- P.I.E. PRIVATE INGRESS, EGRESS EASEMENT
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- P.S.L.E. PRIVATE STREET LIGHT EASEMENT
- P.S.D.E. PRIVATE STORM DRAIN EASEMENT
- S.S.E. PRIVATE SANITARY SEWER EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- W.L.E. WATER LINE EASEMENT



LINE	BEARING	LENGTH
L9	N39°22'41"E	24.72'
L11	N39°22'41"E	7.90'
L15	N46°19'03"E	20.47'
L16	N39°22'41"E	21.19'
L22	N39°22'41"E	38.55'
L23	N32°13'35"E	20.08'
L24	N46°19'03"E	21.58'
L25	N39°22'41"E	8.60'
L37	N61°50'14"W	9.61'
L38	N39°22'41"E	9.95'
L39	N50°37'19"W	7.00'

CURVE	RADIUS	DELTA	LENGTH
C14	27.00'	49°25'02"	23.29'
C17	30.00'	08°06'19"	4.24'
C19	30.00'	17°41'27"	9.26'
C27	30.00'	39°56'30"	20.91'
C30	27.00'	82°30'13"	38.88'
C33	30.00'	17°26'42"	9.13'
C34	27.00'	33°05'11"	15.59'



SEE SHEET 4 OF 9

TRACT 8212
SHEET 5 OF 9

TRACT 8212

CONSISTING OF 9 SHEETS

BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN DEED,
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CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

SCALE: 1" = 30'

DATE: DECEMBER 2015



ENGINEERS-SURVEYORS-PLANNERS
1650 TECHNOLOGY DRIVE, SUITE 450
SAN JOSE, CALIFORNIA 95110

FOUND TACK & TAG SET
IN CONCRETE INSIDE
MONUMENT WELL

N58°07'06"W 723.67' M-M

SANDALWOOD STREET

(52' WIDE)

BASIS OF BEARINGS

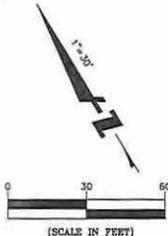
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2. THE DISTINCTIVE BORDER LINE INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY THIS MAP AND CONTAINS AN AREA OF 10.114 ACRES, MORE OR LESS.
3. ALL EXISTING EASEMENTS ARE SHOWN ON SHEETS 3 OF 9.
4. ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH AND/OR PERPENDICULAR TO THE LOT LINE OR BOUNDARY LINE.

LEGEND

- FOUND MONUMENT AS NOTED ON MAP
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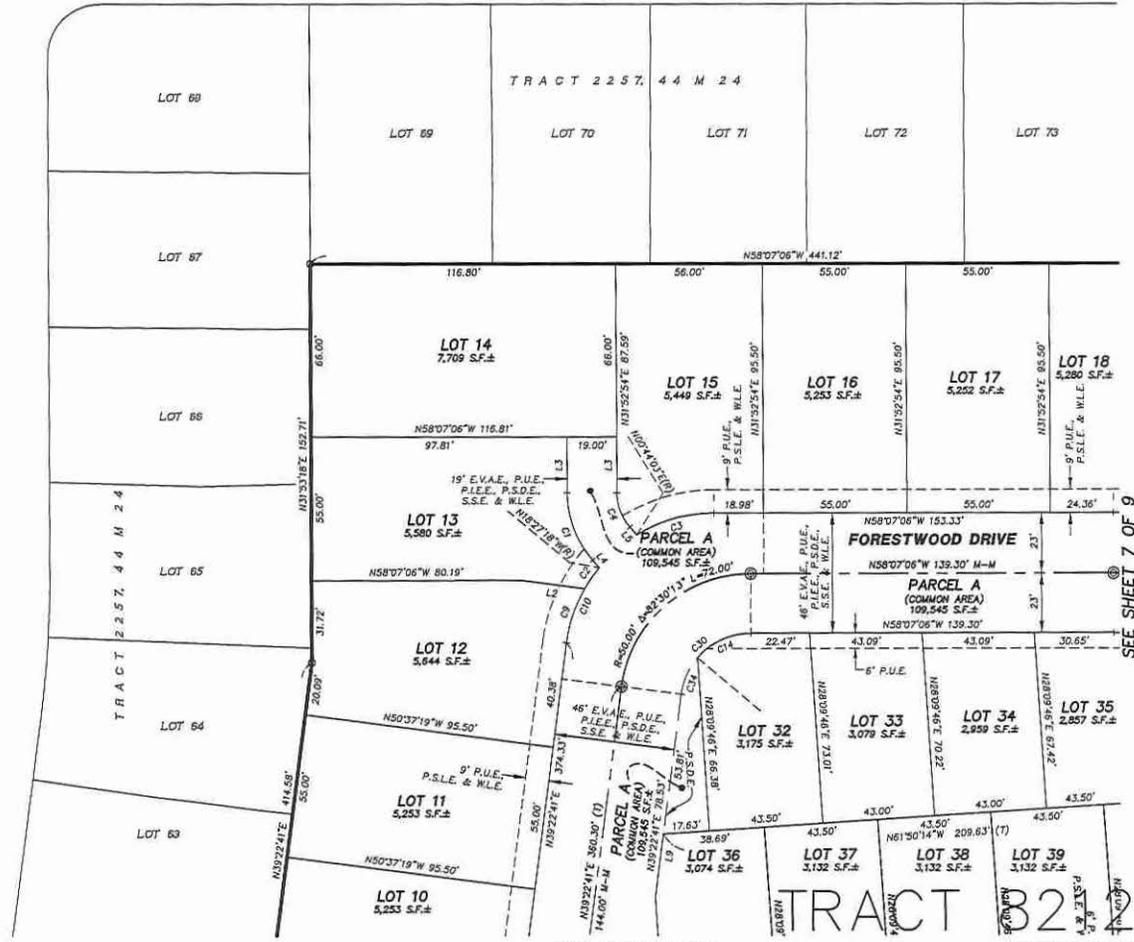


LINE	BEARING	LENGTH
L2	N50°37'19"W	24.36'
L3	N31°52'54"E	21.59'
L4	N59°22'13"W	3.74'
L5	N02°22'13"W	3.90'
L9	N39°22'41"E	24.72'

CURVE	RADIUS	DELTA	LENGTH
C1	39.00'	41°5'07"	28.08'
C2	57.00'	09°52'29"	9.82'
C3	57.00'	31°08'51"	39.89'
C4	20.00'	41°19'07"	14.40'
C9	57.00'	22°7'35"	22.18'
C10	57.00'	32°10'01"	32.00'
C14	27.00'	49°25'02"	23.29'
C30	27.00'	82°30'13"	38.88'
C34	27.00'	33°05'11"	15.59'

MCDONALD AVENUE
(60' WIDE)
N31°53'18"E 274.85' M-M

FOUND TACK & TAG SET
IN CONCRETE INSIDE
MONUMENT WELL
N39°22'41"E 118.00' M-M



SEE SHEET 5 OF 9

TRACT 8212
SHEET 6 OF 9

TRACT 8212

CONSISTING OF 9 SHEETS

BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN DEED,
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SCALE: 1" = 30'

DATE: DECEMBER 2015



ENGINEERS-SURVEYORS-PLANNERS
1680 TECHNOLOGIST DRIVE, SUITE 630
SAN JOSE, CALIFORNIA 95110

BASIS OF BEARINGS

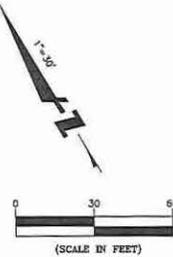
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4. ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH AND/OR PERPENDICULAR TO THE LOT LINE OR BOUNDARY LINE.

LEGEND

- ⊙ FOUND MONUMENT AS NOTED ON MAP
- ⊙ SET 2-1/2" BRASS DISK MONUMENT WITH PUNCH MARK IN CONCRETE BASE, INSIDE MONUMENT WELL STAMPED "LS 6868"
- SET 3/4" IRON PIPE WITH PLASTIC WELG AND TACK, STAMPED "LS 6868"
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- S.S.E. PRIVATE SANITARY SEWER EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- W.L.E. WATER LINE EASEMENT



LINE TABLE		
LINE	BEARING	LENGTH
L6	N45°55'52"E	17.47'
L7	N50°50'29"E	30.15'
L10	N18°51'10"E	18.93'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C5	73.00'	217°2'18"	27.02'
C6	73.00'	154°1'47"	20.00'
C7	73.00'	26°38'57"	33.32'
C8	73.00'	13°55'14"	17.74'
C15	27.00'	297°1'15"	13.75'
C31	27.00'	79°58'16"	36.27'
C35	27.00'	474°7'01"	22.52'
C36	30.00'	273°3'22"	14.43'



SEE SHEET 6 OF 9

SEE SHEET 8 OF 9

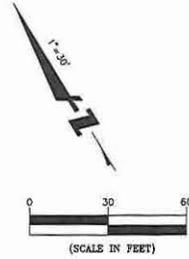
TRACT 8212

SHEET 7 OF 9

TRACT 8212

CONSISTING OF 9 SHEETS

BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN DEED,
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CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
SCALE: 1" = 30' DATE: DECEMBER 2015



BASIS OF BEARINGS

THE BEARING N61°50'14"E OF THE MONUMENT LINE OF RUSCHIN DRIVE, BETWEEN FOUND MONUMENTS, AS SAID BEARING IS SHOWN ON THAT CERTAIN MAP OF TRACT 2152, FILED AUGUST 4, 1960 IN BOOK 42 OF MAPS AT PAGE 35, RECORDS OF ALAMEDA COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

MAP NOTES

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- ALL EXISTING EASEMENTS ARE SHOWN ON SHEETS 3 OF 9.
- ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH AND/OR PERPENDICULAR TO THE LOT LINE OR BOUNDARY LINE.

LEGEND

- FOUND MONUMENT AS NOTED ON MAP
- ⊙ SET 2-1/2" BRASS DISK MONUMENT WITH PUNCH MARK IN CONCRETE BASE, INSIDE MONUMENT WELL STAMPED "LS 6868"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG AND TACK, STAMPED "LS 6868"
- DISTINCTIVE BOUNDARY LINE
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- P.I.E. PRIVATE INGRESS, EGRESS EASEMENT
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- P.S.L.E. PRIVATE STREET LIGHT EASEMENT
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- S.S.E. PRIVATE SANITARY SEWER EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- W.L.E. WATER LINE EASEMENT

LINE	BEARING	LENGTH
L6	N45°55'55"E	17.47'
L7	N50°50'29"E	30.15'
L10	N18°51'10"E	16.93'
L17	N28°09'46"E	12.68'
L18	N18°51'10"E	17.89'
L19	N11°41'32"E	20.06'
L26	N18°51'10"E	29.87'
L27	N11°41'32"E	20.06'
L28	N18°51'10"E	38.10'
L29	N26°00'48"E	20.06'

CURVE	RADIUS	DELTA	LENGTH
C5	73.00'	217°2'18"	27.02'
C6	73.00'	15°41'47"	20.00'
C7	73.00'	26°08'57"	33.35'
C8	73.00'	13°55'14"	17.74'
C15	27.00'	29°11'15"	13.75'
C16	30.00'	26°32'20"	13.90'
C18	30.00'	10°39'24"	4.58'
C20	30.00'	24°10'26"	12.66'
C28	30.00'	19°35'36"	10.26'
C29	30.00'	38°12'48"	20.01'
C31	27.00'	76°58'16"	36.27'
C35	27.00'	47°47'01"	22.52'
C36	30.00'	27°33'22"	14.43'

TRACT 8212

SHEET 8 OF 9



SEE SHEET 7 OF 9

SEE SHEET 5 OF 9

SEE SHEET 9 OF 9

TRACT 8212

CONSISTING OF 9 SHEETS

BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN DEED,
RECORDED MAY 15, 2015 AS DOCUMENT NO. 2015130331,
OFFICIAL RECORDS OF ALAMEDA COUNTY

LYING ENTIRELY WITHIN THE
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

SCALE: 1" = 30'

DATE: DECEMBER 2015



ENGINEERS-SURVEYORS-PLANNERS
1650 TECHNOLOGY DRIVE, SUITE 650
SAN JOSE, CALIFORNIA 95110

BASIS OF BEARINGS
THE BEARING N61°50'14"E OF THE MONUMENT LINE OF RUSCHIN DRIVE,
BETWEEN FOUND MONUMENTS, AS SAID BEARING IS SHOWN ON THAT
CERTAIN MAP OF TRACT 2152, FILED AUGUST 4, 1950 IN BOOK 42 OF
MAPS AT PAGE 35, RECORDS OF ALAMEDA COUNTY, WAS TAKEN AS THE
BASIS OF BEARINGS FOR THIS MAP.

- MAP NOTES**
1. ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. THE DISTINCTIVE BORDER LINE INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY THIS MAP AND CONTAINS AN AREA OF 10.114 ACRES, MORE OR LESS.
 3. ALL EXISTING EASEMENTS ARE SHOWN ON SHEETS 3 OF 9.
 4. ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH AND/OR PERPENDICULAR TO THE LOT LINE OR BOUNDARY LINE.

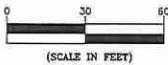
- LEGEND**
- ⊙ FOUND MONUMENT AS NOTED ON MAP
 - ⊙ SET 2-1/2" BRASS DISK MONUMENT WITH PUNCH MARK IN CONCRETE BASE, INSIDE MONUMENT WELL STAMPED "LS 6868"
 - ⊙ SET 3/4" IRON PIPE WITH PLASTIC PLUG AND TACK, STAMPED "LS 6868"
 - DISTINCTIVE BOUNDARY LINE
 - - - LOT LINE
 - - - MONUMENT LINE
 - - - CENTER LINE
 - - - EASEMENT LINE
 - - - TIE LINE
 - M-M MONUMENT TO MONUMENT DISTANCE
 - (T) TOTAL DISTANCE
 - (R) RADIAL BEARING
 - P.U.E. PUBLIC UTILITY EASEMENT
 - P.I.E. PRIVATE INGRESS, EGRESS EASEMENT
 - E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
 - P.S.L.E. PRIVATE STREET LIGHT EASEMENT
 - P.S.D.E. PRIVATE STORM DRAIN EASEMENT
 - S.S.E. PRIVATE SANITARY SEWER EASEMENT
 - S.D.E. STORM DRAIN EASEMENT
 - W.L.E. WATER LINE EASEMENT

LINE TABLE			CURVE TABLE			
LINE	BEARING	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	N18°00'15"W	14.27'	C11	229.50'	07°18'56"	29.35'
L12	N18°51'10"E	6.91'	C12	229.50'	05°29'45"	20.01'
L13	N18°00'58"W	18.98'	C13	229.50'	12°48'41"	51.32'
L14	N18°51'10"E	26.39'	C18	30.00'	10°39'26"	5.58'
L17	N28°09'48"E	12.68'	C20	30.00'	24°10'26"	12.66'
L18	N18°51'10"E	17.89'	C22	30.00'	19°35'25"	10.26'
L19	N11°41'32"E	20.06'	C23	1060.00'	01°09'50"	21.53'
L20	N28°09'48"E	20.06'	C24	275.50'	08°21'25"	40.18'
L21	N18°51'10"E	28.11'	C26	30.00'	38°12'48"	20.01'
L37	N61°50'14"W	9.60'	C29	30.00'	38°12'48"	20.01'
L40	N71°08'50"W	7.00'	C36	30.00'	27°33'22"	14.43'
L41	N18°51'10"E	9.92'	C37	30.00'	23°47'15"	12.46'
L42	N28°09'48"E	30.25'	C38	275.50'	03°00'26"	14.46'
L43	N61°50'14"W	15.01'	C39	165.00'	10°46'17"	31.02'
L44	N09°33'29"E	20.63'	C41	1060.00'	01°09'51"	21.23'
L45	N72°41'13"W	21.45'	C42	1060.00'	02°11'41"	40.60'
L46	N72°41'13"W	60.32'				



TRACT 8212

SHEET 9 OF 9



(SCALE IN FEET)

**F.6 Approval of Amendment No. 1 to the Project Specific Funding Agreement with Alameda County Transportation Commission for the Preliminary Engineering/Environmental (PE/Env), and the Final Design (PS&E) Phases of the Central Avenue Overpass, Project 1014 – from Public Works Director Claassen.
(RESOLUTION)**

Background/Discussion – A Project Specific Funding Agreement with the Alameda County Transportation Commission (CTC) was approved by the City Council on December 12, 2013 for the Central Overpass, Project 1014. This Agreement was required as a part of the Master Agreement for the City to receive Measure B funding for project development (preliminary engineering, environmental and final design) of the Central Overpass project. Amendment No. 1 will extend the expiration date of the Project Specific Funding Agreement to June 30, 2016. A subsequent amendment will be required as the design is refined and costs and schedule projections are better known. Alameda CTC has programmed \$2.765 million for the overpass project development.

Central Avenue provides critical local east-west access through Newark as well as serves as a regional bypass route for State Route 84 and Interstate 880 traffic congestion in the Dumbarton Corridor. At grade railroad tracks (two mainline tracks under the ownership of UPRR plus two spur tracks) currently cross Central Avenue causing frequent delays. The train tracks accommodate both freight and commuter train traffic, and serve a nearby switching yard for UPRR. There are currently up to 39 train conflicts per day at this location based on counts taken in October of 2015. The Central Avenue Overpass Project will construct a grade separation structure (bridge overpass including sidewalks and bicycle lanes) at the railroad crossing on Central Avenue between Sycamore Street and Morton Avenue, resulting in relief of traffic congestion within the Dumbarton Corridor, providing enhanced vehicular, bicycle and pedestrian safety, improved emergency response times, and elimination of conflicts between rail traffic and the general public. The overpass will also enhance circulation, promoting transit usage to, from and around the City of Newark’s planned transit oriented development.

In November 2000, a 20 year extension of the one-half cent sales tax for transportation was approved by voters in Alameda County (Measure B). Alameda County Transportation Improvement Authority (ACTIA) was the agency formed and tasked with overseeing the expenditure of the Measure B funds at that time. The City of Newark entered into a Master Agreement with ACTIA in June 2002 for the Newark Local Streets and Dumbarton Corridor Projects to be funded by Measure B. The Master Agreement covered the general requirements for funding under Measure B. In addition to implementation of a rail project to connect the Peninsula with the East Bay, Measure B for the Dumbarton Corridor improvements included other local projects that would help relieve congestion and promote transit usage as well as provide parallel and alternate routes within the Dumbarton corridor. The Central Avenue Overpass is consistent with the 2000 Measure B Expenditure Plan description.

Attachment

Action - It is recommended that the City Council, by resolution, approve Amendment No. 1 to the Project Specific Funding Agreement with the Alameda County Transportation Commission for the Preliminary Engineering/Environmental (PE/Env) and Final Design (PS&E) phases of the Central Avenue Overpass, Project 1014.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 1 TO THE PROJECT SPECIFIC FUNDING AGREEMENT WITH THE ALAMEDA COUNTY TRANSPORTATION COMMISSION FOR THE PRELIMINARY ENGINEERING/ ENVIRONMENTAL (PE/ENV) AND THE FINAL DESIGN (PS&E) PHASES OF THE CENTRAL AVENUE OVERPASS, PROJECT 1014

WHEREAS, per Resolution 10147 the Newark City Council approved the Project Specific Funding Agreement with Alameda County Transportation Commission (CTC) for the Central Avenue Overpass on December 12, 2013;

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve Amendment No. 1 to the Project Specific Funding Agreement with Alameda CTC for the Central Avenue Overpass and does hereby authorize the Mayor of the City of Newark to sign said Amendment No. 1.

AMENDMENT NO. 1

to

PROJECT SPECIFIC FUNDING AGREEMENT

by and between

ALAMEDA COUNTY TRANSPORTATION COMMISSION

and the

CITY OF NEWARK

for the

PRELIMINARY ENGINEERING/ENVIRONMENTAL STUDIES PHASE

and the

PLANS, SPECIFICATIONS AND ESTIMATES PHASE

of the

**DUMBARTON CORRIDOR IMPROVEMENTS – CENTRAL AVENUE OVERPASS PROJECT
(PROJECT NO. 1211.001)**

This AMENDMENT NO. 1, effective as of the 30th day of June 2015, is entered into by and between by and between the City of Newark, a local public agency, (“SPONSOR”), and the ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers authority (“ALAMEDA CTC”), for the Central Avenue Overpass Project, Project No. 25B (“PROJECT”), a portion of ACTIA Project No. 25 (“DUMBARTON CORRIDOR IMPROVEMENTS PROJECT”).

RECITALS

A. ALAMEDA CTC and SPONSOR are parties to that certain Project Specific Funding Agreement (Alameda CTC No. A12-0024) dated November 1, 2013 (“AGREEMENT”) for the funding of the PROJECT.

B. SPONSOR has requested additional time for PROJECT implementation beyond the current PROJECT completion date of June 30, 2015. Pursuant to the ALAMEDA CTC Contracting and Procurement Policies, no specific Commission approval is required for this one-time extension to the AGREEMENT.

AMENDMENT

1. The expiration date set forth in the AGREEMENT is hereby extended by one (1) year to June 30, 2016.

F.7 Adoption of a resolution making the five-year findings for the Community Development Maintenance Impact Fee as required by Government Code Section 66001(d) – from Assistant Planner Jimenez and Assistant City Manager Grindall. (RESOLUTION)

Background/Discussion – State law requires that the City Council make certain findings for each impact fee for the fifth year after the first deposit into the account. Because it has been five years since the first deposit into the Community Development Maintenance impact fee account, the City Council needs to consider making the required findings for this fee. The fee was first adopted in 2010 in order to fund Community Development activities, such as General Plan and Zoning Ordinance updates and implementation. The fee is imposed on building permits as a one-half percent of construction valuation. The table below summarizes the deposits, interest earned, and expenditures from the fee fund during fiscal year 14/15.

Deposits	\$381,874.08
Interest	\$1,103.14
Expenditures	\$10,726.30
Balance	\$575,814.07

Community Development Maintenance impact fees have been used to fund a variety of projects, including the 2013 General Plan Update and the Civic Center Replacement Feasibility Study. In Fiscal year 2014/15 the \$10,726.30 expenditure was for Civic Center Replacement Feasibility Study. The total contract cost for the Civic Center Replacement Study is \$143,723 in 2016, Community Development Maintenance fee funds will be used to fund the completion of the Civic Center study and may also be used to pay for a Zoning Ordinance Update. The Zoning Ordinance has been amended through the years, but it has not been updated in its entirety since 1965.

The required five-year findings must be made in connection with the annual impact fee report. These findings are set forth in Government Code Section 66001(d) and concern the portion of the funds that are unexpended. The findings are to:

1. Identify the purpose to which the fee is to be put.
2. Demonstrate a reasonable relationship between the fee and purpose for which it is charged.
3. Identify all sources and amounts of funding anticipated to complete financing for incomplete improvements.
4. Designate the approximate dates on which these other sources of funding are expected to become available.

Each of these required findings is discussed below.

Purpose of the Fee

The purpose of the fee is to reimburse the City for expenses associated with providing and implementing adequate land use plans, ordinances and regulations as required by the State of California.

Relationship between the Fee and Its Purpose

Plans, ordinances, and development regulations are prepared largely for the benefit of development, and, therefore, it is appropriate for that development to reimburse the City for the costs incurred in the creation, updating, maintenance and implementation of these documents. The one-half of a percent of construction valuation fee amount that was set in 2010 was based on an estimate of the cost of providing periodic updates of the Newark General Plan, Zoning Ordinance, Housing Element, and the provision of associated studies and documents over 20 years; and an estimate of the annual, aggregate construction valuation of projects requiring a permit in the City. It was estimated that it would cost the City about \$4.5 million to provide the required land use plans and regulations. An average annual construction valuation of \$45 million was then used, as the average Citywide construction valuation was \$45 million for the eight years prior to the fee adoption, yielding \$225,000 per year in revenue. This annual revenue would thus generate the estimated \$4.5 million needed over the course of 20 years to fund the creation, updating and maintenance of the necessary land use plans, ordinances and regulations. The Community Development Maintenance Impact fee amount can be adjusted up or down to match revenue with expenditures.

Other Sources of Funding and Amounts and Estimated Dates for Funding

Sufficient funds have been generated to complete the Civic Center Replacement Feasibility Study and to commence the Zoning Ordinance Update process. A Request for Qualifications for the project was released November 10, 2015. The Zoning code update was budgeted at \$250,000; however, since a consultant has not yet been chosen, the actual cost of the update is unknown at this time. It is estimated that the funds in the Community Development Maintenance Impact Fee account will fully fund the Zoning Ordinance Update and the Civic Center Replacement Feasibility Study as well as maintaining a sufficient balance for future major multi-year community development studies. Therefore, no additional sources of funding, beyond the Community Development Maintenance Fee, are expected to be necessary to complete the anticipated efforts.

Attachment

Action - It is recommended that the City Council adopt the attached resolution making the five-year findings for the Community Development Maintenance Impact Fee as required by Government Code Section 66001(d).

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK MAKING THE FIVE-YEAR FINDINGS FOR THE
COMMUNITY DEVELOPMENT MAINTENANCE IMPACT
FEE FUNDS, AS REQUIRED BY GOVERNMENT CODE
SECTION 66001(d)

WHEREAS, the City Council of the City of Newark is authorized to prescribe and establish fees in regard to services or functions performed by the City for the public in a governmental and proprietary capacity; and

WHEREAS, Ordinance 441 adopted updated a Community Development Maintenance Impact Fee to be imposed on projects requiring a building permit in the City; and

WHEREAS, California Government Code Section 66001(d) requires the City Council to make certain findings for the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, in connection with the annual report; and

WHEREAS, Fiscal Year 2014-2015 is the fifth fiscal year following the 2010 adoption of the Community Development Maintenance Impact Fee; and

WHEREAS, on December 10, 2015, the City Council considered and accepted the annual report on impact fees for Fiscal Year 2014-2015; and

WHEREAS, on December 10, 2015, the City Council reviewed material presented in the staff report and at the meeting concerning the purposes of the fees, the relationships between the fees and their purposes, other funding sources, and expected dates for funding;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark which hereby finds, declares, and resolves that:

1. The purpose of the Community Development Maintenance Impact Fee is to reimburse the City for expenses associated with providing adequate land use plans, ordinances and regulations as required by the State of California.
2. There is a reasonable relationship between the fee and the purpose for which it is charged.

3. No additional sources of funding are expected to be necessary to complete financing of incomplete projects for which the fee is intended.

F.8 Approval to reorganize the management structure in Administrative Services by establishing a Division Chief for Finance by amending Resolution No. 2505, the Employee Classification Plan, to add the classification of Accounting Manager; amending Resolution No. 10401, the Compensation and Benefit Plan for City Officials, and the Management, Supervisory and Professional Group, to add the classification of Accounting Manager; and amending Resolution No. 10235, the 2014-2016 Biennial Budget, to add a position and the funding for the position of Accounting Manager and to delete the position of Accountant – from Human Resources Director Abe. (RESOLUTIONS-3)

Background/Discussion – The Administrative Services Department has proposed a management reorganization in Finance. Current openings provide an appropriate time to analyze staffing needs and strengthen the management structure in Finance to a level consistent with other major divisions such as Information Systems and Planning.

The Finance management structure currently consists of a Senior Accountant and an Accountant. The proposed reorganization establishes a Finance Manager similar in level to the Information Systems Manager and discontinues a vacated Accountant position. The Senior Accountant position will continue supervising staff and preparing financial statements and reports including the CAFR.

As the Division Chief of Finance, the Accounting Manager will plan and direct the activities of the Finance Division, prepare the City's biennial budget, and ensure that all activities are carried out in accordance with Generally Accepted Accounting Principles. The enhanced management structure of an Accounting Manager and Senior Accountant provides essential administrative and supervisory cross coverage and greater flexibility to address increasingly complex workload demands including the implementation of a new Finance System.

The recommended monthly salary for Accounting Manager of \$8,082 to \$11,721 (Range 15, effective January 1, 2016) is based on internal salary relationships and is consistent with the compensation for Information Systems Manager.

Attachments

Action - It is recommended that the City Council approve by resolutions: (1) amending Resolution No. 2505, the Employee Classification Plan, to add the classification of Accounting Manager; (2) amending Resolution No. 10401, the Compensation and Benefit Plan for City Officials, and the Management, Supervisory and Professional Group, to add the classification of Accounting Manager; and (3) amending Resolution No. 10235, the 2014-2016 Biennial Budget, to add a position and the funding for the position of Accounting Manager and to delete the position of Accountant.

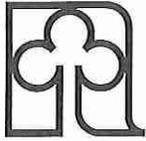
RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING RESOLUTION NO. 2505, EMPLOYEE CLASSIFICATION PLAN, TO ADD THE CLASSIFICATION OF ACCOUNTING MANAGER.

BE IT RESOLVED by the City Council of the City of Newark that Resolution No. 2505, adopting an Employee Classification Plan, be amended as set forth in the following, effective January 1, 2016:

ADD

Classification Title	Classification Code
Accounting Manager	068



Class Code: 068
WP Code: Accounting Manager
Established: Dec.10, 2015
Revised: _____
EEO Code: P

CLASS SPECIFICATION

City of Newark, California

ACCOUNTING MANAGER

DEFINITION – Under administrative direction of the Administrative Services Director, directs activities of the Finance Division; performs advanced professional, analytical and administrative work; advises on financial matters; conducts complex analytical studies and works on special projects; prepares the City's biennial budget; and performs related work as assigned.

This class has division head status and performs a variety of professional, administrative, and managerial duties in managing the Finance Division. The employee has a large role in developing the Five Year Forecast and the Biennial Operating Budget. The employee will manage accounting activities and ensure all activities are carried out in accordance with Generally Accepted Accounting Principles (GAAP).

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Plan, organize, direct, and evaluate the activities of the Finance Division;

Develop and monitor accounting policies, procedures and guidelines to ensure proper control and audit of the City's finances;

Prepare, analyze, and monitor the City's biennial budget;

Prepare quarterly budget status reports;

Assist in development and presentation for the City's Capital Improvement Program;

Prepare a variety of financial reports and cost studies for management personnel, City Manager, and City Council;

Coordinate division activities within the division, other City staff, and outside agencies;

Present oral and written reports to the City Manager, City Council, outside agencies, and community groups on a variety of City administrative matters;

Keep City management up to date on all facets of financial developments.

Perform related duties as assigned.

Accounting Manager

MINIMUM QUALIFICATIONS

Knowledge of:

Theories, principles, practices, problems and techniques of public administration and public financing.

Budgetary principles and practices, including the development and management of capital improvement budgets.

Financial and economic analysis techniques to determine feasibility and cost benefits of projects, labor utilization, and purchases.

Organizational planning techniques and methods including forecasting, goal-setting, staffing, analyses and work planning.

Business applications, functions and programs for personal computers.

Ability to:

Plan, organize and direct a variety of administrative activities including finance, accounting, and treasury.

Select, train, motivate, and evaluate assigned staff.

Establish and maintain effective working relationships with the general public, City departments, City officials and private agencies;

Work cooperatively with State, County and Federal government agencies.

Review, organize, and develop technical documents, proposals and reports.

Prepare clear, concise, and complete statistical and technical reports and written correspondence.

Exercise sound independent judgment within general policy guidelines.

Analyze complex problems, evaluate alternatives, and make creative recommendations.

Make persuasive presentations of ideas, concepts and recommendations.

Develop, implement and interpret goals, objectives, policies, procedures, work standards and internal controls.

Represent the City effectively in meetings with others.

Accounting Manager

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Five years of increasingly responsible professional experience in finance, accounting, budget, management analysis, or a closely related field, including two years of supervisory experience. Experience must demonstrate a working knowledge of finance and accounting functions.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in financial management, accounting, management, business administration, public administration, public policy, or a related field.

Training may be substituted with experience on a year for year basis to a maximum of four years.

License or Certificate

Possession of, or ability to obtain, a Class C California driver license.

Probationary Period: 12 Months

FLSA: Exempt

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING RESOLUTION NO. 10401, THE COMPENSATION AND BENEFIT PLAN FOR CITY OFFICIALS AND THE MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP TO ADD ONE NEW CLASSIFICATION, ENTITLED ACCOUNTING MANAGER

BE IT RESOLVED by the City Council of the City of Newark that Resolution No. 10401, The Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group, be amended to add one new classification as follows, effective January 1, 2016:

ADD

Add Classification Title	Salary Range
Accounting Manager	15

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AMENDING RESOLUTION 10235 THE 2014-2016
BIENNIAL BUDGET TO ADD ONE ACCOUNTING
MANAGER POSITION AND DELETE ONE ACCOUNTANT
POSITION

BE IT RESOLVED by the City Council of the City of Newark that the 2014-2016 Biennial Budget was adopted by Resolution No. 10235 and is hereby amended to add one position of Accounting Manager effective January 1, 2016 and to delete one position of Accountant effective March 1, 2016 as follows:

Delete Classification Title	Delete Allocation (Activity Code/%)	Add New Classification Title	Add New Allocation (Activity Code/%)
(1.0) Accountant	1025 – 100%	(1.0) Accounting Manager	1025 – 100%

BE IT FURTHER RESOLVED that the 2014-2016 Biennial Budget for the Fiscal Year 2015-2016 is hereby amended as follows:

FROM:

010-0000-2991 Unallocated Fund Balance \$20,000

TO:

010-1025-4100 Finance Staff \$20,000

F.9 Approval of Contractual Services Agreement with Quincy Engineering, Inc. to provide professional engineering services for the Central Avenue Overpass, Project 1014, Alameda CTC Project No. 1211.001 – from Public Works Director Claassen. (RESOLUTION)

Background/Discussion: The City's Capital Improvement Plan includes a project to construct an overpass on Central Avenue at the railroad tracks. Total project costs (design, right of way and construction) for an overpass at this location are currently estimated at \$20 million. Professional services are required for the preliminary engineering, environmental studies and final design phases of the Central Avenue Overpass project.

Central Avenue provides critical local east-west access through Newark and serves as a regional bypass route for State Route 84 and Interstate 880 traffic congestion in the Dumbarton Corridor. At grade railroad tracks (two mainline tracks under the ownership of UPRR plus two spur tracks) currently cross Central Avenue causing frequent delays. The train tracks accommodate both freight and commuter train traffic, and serve a nearby switching yard for UPRR. There are currently up to 39 train conflicts per day at this location based on counts taken in October of 2015. The Central Avenue Overpass Project will construct a grade separation structure (bridge overpass including sidewalks and bicycle lanes) at the railroad crossing on Central Avenue between Sycamore Street and Morton Avenue, resulting in relief of traffic congestion within the Dumbarton Corridor, providing enhanced vehicular, bicycle and pedestrian safety, improving emergency response times, and eliminating conflicts between rail traffic and the general public. The overpass will also enhance circulation and promote transit usage to, from and around the City of Newark's planned transit oriented development.

Alameda County Transportation Commission (CTC) programmed \$2.765 million in Measure B funds for preliminary engineering, environmental studies and final design phases of the Central Avenue Overpass project. The selected consultant must comply with the Alameda CTC Local Business Contract Equity (LBCE) Program as a condition of the funding. The LBCE Program encourages businesses to locate and remain in Alameda County, employs residents of Alameda County and spends Measure B funds for goods and services within the County. Small and local businesses provide economic and social vitality to communities as well as help Alameda CTC to accomplish its purchasing objectives. The LBCE Program has categories for Local Business Enterprise (LBE), Small Local Business Enterprise (SLBE) and Very Small Local Business Enterprise (VSLBE). The participation goal for a professional services contract is 70% LBE and 30% SLBE participation. Alameda CTC has a certification process for contractors to be a part of the LBCE Program. All firms considered for selection for this project were certified through the Alameda CTC LBCE Program.

Selection Process: A Request for Qualifications was issued to fourteen engineering firms on the Alameda CTC list of certified LBCE firms as the first step in the selection process. Five of the fourteen consultants submitted Statements of Qualifications for further screening; three of those five were issued Request for Proposals and invited to interview before a selection panel consisting of Newark City staff members (Public Works Director, Assistant City Engineer, and

Associate Civil Engineer) and the Alameda CTC Senior Transportation Engineer for Programming and Projects. The three firms competing in the final selection were:

AECOM

Quincy Engineering, Inc.

Rajappan & Meyer Consulting Engineers, Inc.

All three firms are highly qualified and very competitive. The panel selected Quincy Engineering, Inc. to provide the professional engineering services required for the Central Avenue Overpass. The Quincy Engineering team includes the following SLBE subconsultants: JMA Civil (railroad coordination), Parikh (geotechnical), TJKM (traffic and lighting), WRECO (drainage and hydromorphology), GeoCADD (aerial survey support) and PGA Design (landscape architecture). The LBE subconsultants on the team include Circlepoint (environmental and community outreach), and Ruggeri-Jensen-Azar (surveying, mapping). Quincy Engineering is also a certified LBE. It is anticipated the LBCE goals for the project will be met (70% LBE and 30% SLBE).

Scope of Work: In addition to structural bridge and retaining wall design, the scope of work will include all associated civil engineering field work and design as well as coordination with UPRR, the California Public Utilities Commission and various utility companies with facilities in the project limits that may require relocation or protection during the construction. The bridge and civil design will determine the right of way needs for the project and the consultant will provide necessary documentation for any identified acquisition needs. Geotechnical studies will be conducted to address design issues for the bridge structure and retaining walls. A traffic management plan will be completed to determine and address mitigation for the roadway network during construction. The scope of work also includes a community outreach component that will consist of two public outreach meetings, five stakeholder meetings, media outreach and development of informational materials.

This project is statutorily exempt from CEQA under section 21080.13 of the Public Resources Code. However, environmental studies will be done as part of these consultant services in order to support the project design.

Details of the scope of work are included as Exhibit A, attached to the Contractual Services Agreement.

Compensation: Negotiations have been concluded with Quincy Engineering, Inc. Compensation for the scope of services required for the project will not exceed \$1,894,000. The fees are reasonable for the scope of work proposed.

There is a provision in the Contractual Services Agreement for Additional Services, if required, due to unforeseen circumstances. Per the City's Purchasing Regulations, the City Manager has approval authority not to exceed \$50,000; any changes to the contract in excess of \$50,000 would require City Council approval.

The duration of the contract is estimated at 20 months. The project will be ready to be publicly bid for construction upon conclusion of the Quincy Engineering contract, estimated in fall of 2017.

Other Services: A separate contract will be required for right of way services identified during the design of the project as well as for construction support services. The City will be requesting that Measure B funds not used for the preliminary engineering, environmental studies and final design phases of the contract be reallocated to other contract phases (right of way and/or construction) per the terms of the Master Agreement and the Project Specific Funding Agreement previously executed for the City's use of Measure B funds. Both contracts will be brought before City Council in addition to any required amendments to the Project Specific Funding Agreement to accomplish the reallocation.

Attachment

Action - It is recommended that the City Council, by resolution, approve the Contractual Services Agreement with Quincy Engineering, Inc. to provide Professional Engineering Services for the Central Avenue Overpass, Project 1014, Alameda CTC Project No. 1211.001, in an amount not to exceed \$1,894,000.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE CONTRACTUAL SERVICES AGREEMENT WITH QUINCY ENGINEERING, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE CENTRAL AVENUE OVERPASS, PROJECT 1014, ALAMEDA CTC PROJECT NO. 1211.001.

WHEREAS, City issued a Request for Qualifications and a Request for Proposals to provide Professional Engineering Services for the Central Avenue Overpass, Project 1014, Alameda CTC Project No. 1211.001, and,

WHEREAS, in response to City's request, Consultant submitted a statement of qualifications and a proposal and after interviews was selected as most highly qualified to perform the services, and,

WHEREAS, after negotiations, Consultant agreed to perform the "Services" more particularly described in Exhibit "A", in return for the compensation described in this Agreement and Exhibit "B", and.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the Contractual Services Agreement with Quincy Engineering, Inc. and does hereby authorize the Mayor of the City of Newark to sign said agreement to provide Professional Engineering Services for the Central Avenue Overpass, Project 1014, Alameda CTC Project No. 1211.001.

**CONTRACTUAL SERVICES AGREEMENT
DESIGN PROFESSIONALS**

This Service Agreement (hereinafter "Agreement") is made and entered into this _____ day of _____, 2015 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **QUINCY ENGINEERING**, a California corporation, ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City entered into a Project Specific Funding Agreement with Alameda County Transportation Commission (ACTC) to fund Preliminary Engineering/Environmental (PE/Env) and Final Design (PS&E) phases of the Central Avenue Overpass, City Project 1014, Alameda CTC Project No. 1211.001 (hereinafter "Project").

WHEREAS, City requested proposals to perform professional engineering services for the PE/Env and PS&E phases of said Project.

WHEREAS, in response to City's request, Consultant submitted a proposal and, after negotiations, Consultant agreed to perform the "Services" more particularly described in Exhibit "A", in return for the compensation described in this Agreement and Exhibit "B".

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "C", City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. CONSULTANT'S SERVICES. Consultant shall perform Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

2. TIME FOR PERFORMANCE. Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a

manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

3. COMPENSATION.

A. "Not to Exceed" Compensation. City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant's hourly or other rates set forth in Exhibit "B". The payments specified in Exhibit "B" shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One million eight hundred ninety four thousand and No/100 Dollars (\$1,894,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

B. Method of Billing. To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant's billing rates (set forth on Exhibit "B" hereto).

Consultant shall submit all billings for said Services to City in the manner specified in Exhibit "B"; or, if no manner is specified in Exhibit "B", then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark
Public Works Department
37101 Newark Blvd.
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

C. Payment. City shall make payments to Consultant within 30 days of receipt of an acceptable invoice, or at such other times as may be specified in Exhibit "B", for Services, which are performed in accordance with this Agreement to the satisfaction of City. An acceptable invoice shall include all supporting documentation and use of Alameda CTC Vendor forms if applicable.

The Consultant agrees to pay each Subconsultant under this contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Consultant receives from the City. Any delay or postponement from the above

referenced timeframe may occur only for good cause following written approval of the City. This clause applies to all Subconsultants.

D. Consultant's Failure to Perform. In the event that Consultant performs services that do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from City, re-perform the services (without additional compensation to the Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to City, Consultant shall reimburse City for the damages incurred (which may be charged as an offset to Consultant's payment).

4. ADDITIONAL SERVICES. In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written Task Order approved in advance of the performance thereof. Such Task Order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

5. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

6. PERSONNEL. Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any, identified in Exhibit "C". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in Exhibit "C", without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. LOCAL BUSINESS CONTRACT EQUITY PROGRAM. Consultant shall comply with all applicable provisions of Alameda CTC's Local Business Contract Equity (LCBE) Program, incorporated herein by reference as if attached hereto.

The LCBE Goals for this project are **70% Local Business Equity (LBE)** and **30% Small Local Business Equity (SLBE)**.

The Consultant shall maintain the LBE and SLBE participation levels achieved at the time the Agreement is awarded throughout the term of the Agreement unless otherwise agreed to in writing by the City.

No substitution of a listed LBE, SLBE or VSLBE Subconsultant shall be made without the prior written approval of the City. If a substitution is approved, the Consultant shall make its best efforts to replace the original LBE, SLBE or VSLBE with another LBE, SLBE or VSLBE respectively.

If the Consultant or any Subconsultant is an Alameda CTC certified LBE or a SLBE, the certificates for that entity shall be attached to this Agreement as Exhibit D.

8. FACILITIES AND EQUIPMENT. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

9. INFORMATION AND DOCUMENTATION.

A. Information from City. City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years from the last payment received for contracted work. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

C. Ownership of Work Product. All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product, or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

10. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a

material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

11. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

12. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

13. INSURANCE. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

A. Verification of Coverage.

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

- | | |
|---|---|
| 1. General Liability:
(including products-completed operations, personal and advertising injury) | \$5,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$2,000,000 per accident for bodily injury and property damage. |
| 3. Employer's Liability: | \$2,000,000 per accident for bodily injury or disease. |
| 4. Errors and Omissions Liability: | \$2,000,000 per occurrence or claim. |

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, and volunteers; or (b) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof

of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

No policy required by this paragraph 12 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

I. Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. Alameda CTC, its officers, employees and consultants, City of Newark, its officers, officials, directors, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Insurance. For any claims related to these Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees or volunteers shall be excess of Consultant's insurance and shall not be contribute with it.

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty

(30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

5. Qualifications. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

6. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Consultant for the City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The Risk Manager of City may approve a variation in those insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

14. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 17, hereinbelow) a written report (in a form acceptable to the City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage and whether any City property was involved.

15. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, Consultant shall (1) immediately defend and (2) indemnify Alameda CTC, its officers, employees and consultants, City, its officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's negligence, recklessness, willful misconduct, or wrongful act or omission of Consultant, or its

employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

The review, acceptance or approval of Consultant's work or Work Product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

16. LICENSES, PERMITS, ETC. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

17. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire upon completion of performance of Services hereunder by Consultant.

B. Notwithstanding the provisions of paragraph 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

18. CONTRACT ADMINISTRATION. This Agreement shall be administered by Peggy Claassen, Public Works Director of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

19. NOTICES. Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

QUINCY ENGINEERING, INC.

CITY OF NEWARK

PROJECT MANAGER
Consultant

PUBLIC WORKS DIRECTOR
Administrator

Address: Quincy Engineering, Inc.
Attn: Thomas Wintch
7901 Stoneridge Drive Suite 499
Pleasanton, CA 94588

City of Newark
Attn: Peggy Claassen
37101 Newark Boulevard
Newark, CA 94560

20. PARAGRAPH HEADINGS. Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

21. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

22. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

23. GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with 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 Alameda.

24. ATTORNEY'S FEES. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

25. ASSIGNABILITY. Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

26. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

27. WAIVERS. Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

28. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents

incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

29. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

30. COVENANT AGAINST CONTINGENT FEES. Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

EXHIBITS

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK

Quincy Engineering (Consultant) will provide the following services to the City of Newark (City):

General Description of Work

This Scope of Work shall provide for the preliminary engineering, final design and preparation of construction bid documents; including plans, technical specifications, General Provisions, Special Provisions, and construction cost estimates for the "Central Avenue Overpass Project".

The Project is generally defined as the construction of an overpass structure for Central Avenue over the Union Pacific Railroad (UPRR) right of way, between Sycamore Street and Morton Avenue. Included in the work shall be construction of a grade separation structure for Central Avenue over the UPRR; construction of retaining walls; reconstruction of storm drain systems along Central Avenue and at the project conforms along Sycamore Street and Morton Avenue, including provisions and infrastructure to address stormwater quality; protection or relocation of existing utilities within the project limits; street lighting along Central Avenue; and replacement landscaping and irrigation facilities along Central Avenue.

All work will be administered under a contract with the City of Newark. The plans, specifications, and estimates (PS&E) will be developed and prepared primarily to the standards and requirements of the City. It is assumed that this Project will not utilize Federal funding.

Included in this Scope of Work by the Consultant shall be:

- Coordination with the City, UPRR, utility companies, City's right of way consultant and others as required.
- Establishment of project horizontal and vertical control.
- Preparation of aerial topographic base mapping.
- Field surveys to supplement topographic mapping at project conforms and to prepare design cross-sections for quantity take-offs.
- Geotechnical investigations and geotechnical reports for pavement design and foundation recommendations for overpass structure and retaining wall design.
- Investigations and recommendations for aerially deposited lead and hazardous materials within the project right of way.
- Preparation of a drainage report and storm water data report (SWDR) and design of required drainage systems.
- Preparation of the construction bid documents for the defined facilities and improvements, including bridge and retaining walls.
- Review of the privately owned utility plans/relocations as they relate to this Project
- Drawings and contract documents for signing, striping, detour/stage construction and construction traffic handling
- Replacement planting, landscaping, and irrigation within the City's right-of-way are included and assumed to be part of this construction contract.
- Roadway lighting shall be provided along Central Avenue, within the Project limits.
- Necessary right-of-way maps and documentation per City requirements, to provide for the necessary property acquisitions, transfers, and easements.



Scope-of-Work Assumptions

- No design exceptions are anticipated.
- Anticipated Project duration through Final PS&E is 20 months.
- Right of way appraisals, acquisition, escrow services, and business/residential relocation services are excluded.
- Construction inspection and administration services are excluded.
- Title reports will be provided by City.
- Potholing effort for utilities is assumed to cost \$60,000. Exact effort will be verified during final design.
- Traffic signal design is not required, although an empty traffic signal interconnect conduit will be provide within the project limits.
- The approved environmental document is sufficient. No further environmental studies or revalidation is required.
- Regulatory permits are not required. City will pay any permit application fees should any permits be required.
- A site specific seismic fault study or fault trenching is not required.
- Only minor bridge and retaining wall aesthetic treatment is included.
- Consultant will prepare the "boiler plate" documents, including the notice to bidders, proposal, bond forms, and agreement with necessary input from the City.
- Mailing list will contain no more than 2,000 entries.
- City will assist with securing a public meeting venue.
- Website development assumes no more than 3 pages with monthly updates.
- City will distribute information through their email service and existing social media.
- Right of Way staking has been included as a "Contingency" item.
- The actual costs may differ from task to task from that proposed in the fee, but the overall fee will not be exceeded unless additional work is requested and approved by the CITY, and fee for any such additional work will be negotiated prior to work being performed.

Work Not Included in this Scope-of-Work

- Engineering or design of privately owned utilities.
- Landscaping or irrigation design, other than the required and replacement planting impacted by the project.
- Submittal of PS&E and/or CADD files to ACTC for review.
- A formal Resident Engineer File, including the Survey File and preparation of construction cross sections and staking notes.
- Printing of construction bid sets.
- Preparation or signing of Construction Record Drawings.
- Construction support activities.
- Construction inspection services.
- Construction surveys or staking.



Description of Major Milestones

The following major milestones are anticipated through Final PS&E:

Geometric Approval – 20% Submittal (UPRR Concept Plans)
✓ Roadway horizontal and vertical alignments, cross sections, and traffic handling concept approved by City and UPRR.
General Order 88-B (CPUC Authorization)
✓ Request for grade separation with concurrence by City and each affected rail agency.
Bridge Type Selection
✓ Bridge general plan and bridge type and configuration approved.
ROW Certification
✓ City Council approves acquisition (if needed) including TCE’s and certifies ROW is “clear”.
30% Submittal (UPRR Submittal)
✓ Certain roadway plans, bridge general plan, right of way needs maps, drainage report, specification items list, construction staging and traffic handling plans.
65% Submittal
✓ Most plan sheets are completed, addressing 30% plan comments, developing a specifications items list and estimate.
90% Submittal
✓ Addressing 65% submittal comments and provide all roadway and structure plan sheets, specifications and estimate in draft form, bridge design and check calculations and bridge quantity and check quantity calculations.
100% Submittal – Draft Contract Documents (UPRR Submittal)
✓ Final PS&E addressing draft (90%) PS&E comments from agencies. Construction documents finalized with the inclusion of all final comments received.
Final Submittal – Final Contract Documents
✓ Final PS&E addressing draft (100%) PS&E comments from agencies. Construction documents finalized with the inclusion of all final comments received.
Construction (UPRR Submittal)
✓ Engineering support during construction. City provides Contractor’s shoring, falsework, erosion control, construction staging and traffic handling plans to UPRR.

Specific Description of Work

Task 1: Project Management & Coordination

1.1 Project Management

Project Management responsibilities and activities will include:

- 1.1.1 Team Supervision - Consultant will supervise the Team, coordinate and monitor design for conformance with City standards and policies.
- 1.1.2 Establish PDT - A Project Development Team (PDT) will be formed to act as a steering group during the course of the work. This team shall include representatives from the City and others as needed. Consultant will coordinate and support these efforts. Consultant will also serve as staff for the PDT providing agendas, study information, minutes, etc.



- 1.1.3 Maintain Project Files - Project files will be set up and maintained in a format as agreed with the City.
- 1.1.4 Project Schedules & Progress Reports – Consultant shall create and update project completion schedules and prepare Monthly Progress Reports in a form that is acceptable to the City. The progress summary reports will identify work completed to date, work anticipated for the next month, and action items necessary to keep the project on track and moving forward, in bullet point format. The Monthly Progress Reports will also identify and track the LBE/SLBE contract participation percentages, showing work task redistributions (if necessary) to comply with ACTC’s contract goals. The Consultant will set up a project FTP site to facilitate information exchange, such as the survey information, etc. Updated project information will be posted as needed to allow the City access to up-to-date information.

The Consultant will create and maintain an “action items log” for the project, which will include actions encountered that require a decision, the responsible decision-maker for that issue, and the date the decision was made. This “action items log” will be transmitted to the City on a regular basis.

1.2 Project Quality Control Plan

Consultant will maintain a Quality Control Plan (QCP) relating to the preparation of plans and documents for this project.

In order to achieve the quality goal, all major project deliverables will be checked by project staff, and will receive quality reviews before being released to persons outside the Team. All deliverables will be reviewed for uniformity, compatibility and constructability as well as general conformance to contract requirements and industry standards. Subconsultants are required to perform similar reviews before submittal of documents to Consultant for further processing.

1.3 Meetings

Meetings will include the following:

- Kick-Off Meeting
- Monthly Progress Meetings/Minutes
- Project Conference Calls/Meetings – Technical conference calls/meetings will be held among the Consultant and the City staff as often as necessary to discuss issues and other items needing resolution. Meetings with other agencies, utilities and property owners will also be held as needed. Meeting agenda and minutes will be provided for City review and approval.

1.4 Public Outreach Plan

The Consultant will develop a Public Outreach Plan based on initial discussion with the City. The Plan will:

- Guide outreach efforts
- Identify the audiences and key stakeholders
- Craft appropriate messaging
- Explain the outreach process and opportunities for public participation
- Describe methods for distributing information and gathering input

The plan will allow for refinement and modification as new players enter the discussion, new issues arise, and as the project progresses.

Stakeholder Database – Based on information from the City, as well as stakeholders gathered from additional research, the Consultant will develop a database for use in publicizing the project and sharing information. The database will include elected officials, local residents and businesses, local agencies, and other interested parties. It will be maintained and updated over the course of the project. Additional names will be added to the database once the preferred outreach boundaries are determined.

Public Outreach Meetings – The Consultant will lead two outreach meetings. The first meeting will take place early in the engineering/design phase (30% plans) to describe the project and obtain community feedback on preliminary design alternatives. The second meeting will take place near the end of the engineering/design phase (70 - 80% plans) to obtain additional community feedback on the selected design alternative and discuss any further issues or project impacts to be considered. Each meeting will be designed with a format appropriate to the specific outcomes desired. Consultant staff will attend each meeting and prepare a meeting summary. Meetings will be held in an easily accessible and recognized public venue, such as the public library, community center, or local school.

Planning will include coordination with the City to confirm format, timing, noticing, location and other logistical aspects as noted below:

- Planning and logistics
- Noticing and publicity
- Materials and handouts
- Project staff attendance

Stakeholder Meetings – The Consultant will lead up to five outreach meetings with key stakeholder groups located near the project site; such as local businesses, properties affected by right of way or relinquishment of driveways and/or other groups as needed. It is assumed there will be no cost for location or notification for stakeholder meetings.

Media Outreach – Informing the public about upcoming meetings and providing regular project updates will be a key activity during the project. In addition to project mailing lists and the City website, The Consultant will use local mediums (as directed by the City) to spread the word about upcoming meetings, project milestones and next steps in the process:

Informational Materials – The Consultant will develop a project page to be included in the City's website, fact sheet, and frequently asked questions to communicate project information, announce meetings, and show progress in project development. The fact sheet will be an 8.5 x 11 full color handout optimized for posting to the City website and will be updated twice during the project. The frequently asked questions will be posted on the City website and produced in a similar format to the fact sheet, with quarterly updates made as needed during the project.

Documentation/Summary of Community Outreach – As noted above, for each milestone outreach event, such as public and stakeholder meetings, the Consultant will attend and summarize the process used to gather input and the key issues raised. A final Outreach Summary will be provided upon completion of the project.

Task 1 Deliverables:

- ✓ Invoices with Monthly Progress Summary Reports with Action Items Log
- ✓ Quarterly Updated Project Schedule
- ✓ Meeting Agendas and Minutes

- ✓ Public Outreach Plan
- ✓ Project Web Page, updated monthly (as needed)
- ✓ Project Fact Sheet, updated twice during project
- ✓ Overall Community Outreach Summary Report

Task 2: Engineering Studies and Activities

Task 2 involves engineering studies and plans preparation as necessary to develop and analyze alternatives. Alternatives will involve horizontal alignments, profiles, bridge types and bridge configurations. This Task begins the detailed definition of the project which is based on field topographical surveys, drainage studies, geotechnical investigations, and hazardous materials studies. This Task also involves right of way needs identification and initial utility coordination.

2.1 Collect and Review Existing Data

Available existing data necessary for the design effort will be obtained and reviewed. Items to be reviewed will include, but not limited to:

- Environmental Document, Project Study Report and any additional technical studies.
- Electronic files and hard copy of all existing topographic mapping, aerial photography, survey control data, and available right-of-way information.
- Existing and projected traffic data.
- As-builts of existing roads and existing utility plans.
- Pertinent historical correspondence

2.2 Conduct Field Review

The Consultant will conduct a field review as the first order of work. Items possibly requiring additional study will be noted, along with any physical constraints and adjacent areas of sensitivity. A photographic log will be prepared. Field reviews of the project site will be conducted throughout the life of the project as necessary.

During development of the conceptual plans, a field investigation will be conducted to review existing conditions and identify constraints for the construction of the proposed grade separation. Existing conditions will be documented through site photos and field notes including a visual field assessment of roadway and railroad geometric constraints, railroad horizontal and vertical clearances, evaluation of topographical suitability and other development constraints, roadway impacts and utility constraints.

2.3 Surveys, Mapping, and Right-of-Way

- 2.3.1 **Establish Horizontal and Vertical Control** - The Consultant will make horizontal ties to the California Zone III control on NAD83 datum for the project area. All project control points and existing monumentation will be tied using total station and GPS methods. All reports will be provided to the City. Units will be in the U.S. Customary (English) system and all horizontal units will be on "83" datum and all vertical units will be on NGVD "88."

Fieldwork will include recovering all existing monumentation and making GPS observations. A Construction Survey Control Map (CSCM) shall be prepared and included in the final Bid Documents (PS&E).

- 2.3.2 **Photogrammetric Mapping** – The Consultant will prepare a design-level quality topographic base map covering the project limits. The mapping will be flown at 1"=20' with a 0.5 foot contour interval.
- 2.3.3 **Supplemental Topographic Survey** – The Consultant will conduct a field topographic survey to supplement the existing horizontal and vertical information shown on the topographic mapping. This supplemental survey will verify all affected drainage facilities, utilities, structures, etc; verify final design conforms to existing facilities; and provide cross sections of the roadways. This will include a survey of all track profiles 1,000' on either side of Central Avenue.
- 2.3.4 **Right-of-Way Analysis and Engineering** - The Consultant will coordinate right-of-way requirements for the proposed geometric design and will prepare a land-net base file of the streets/rail rights of way, adjoining property lines and easements referenced in the preliminary title reports. Right-of-way base maps identifying those parcels that will be impacted by the improvements will be prepared. The necessary plats and legal descriptions will be prepared for any right of way and easement (both temporary and permanent) acquisitions.

Task 2.3 Deliverables:

- ✓ Topographic Base Map
- ✓ Color Ortho-photographs
- ✓ Land-Net Base file
- ✓ Legal Descriptions & Plats (max. number of 16, includes construction easements, slope easements and right of way takes)
- ✓ Digital Terrain Model (Civil 3d 2014 format)

2.4 Traffic Management Plan Report

The consultant will prepare a Traffic Management Plan report discussing the potential impacts of the bridge reconstruction on the existing roadway network. Discussions with City staff will determine which intersections should be analyzed and identified for potential detour routes. An initial assessment of intersections to analyze include the following:

- | | |
|---------------------------------|--------------------------------|
| ▪ Thornton Ave. at Cherry | ▪ Central Ave. at Filbert St. |
| ▪ Thornton Ave. at Sycamore St. | ▪ Willow St. at Enterprise Dr. |
| ▪ Thornton Ave. at Willow St. | ▪ Filbert at Enterprise Dr. |
| ▪ Central Ave. at Cherry St. | ▪ Filbert at Sycamore St. |
| ▪ Central Ave. at Sycamore St. | |

24-hour ADT machine counts will be collected at 15 locations. The Consultant will consult with the City staff to finalize the locations based on the detour routes chosen.

A field review of the roadway network within the project area will occur to better understand potential detour routes and to understand the likely traffic impacts. It is anticipated that detoured traffic will primarily use the aforementioned intersections. Prior to traffic analysis, the Consultant will meet with City staff to finalize assumptions on traffic detour routes and traffic re-distribution due to the bridge closure. The Consultant will prepare a graphic illustrating the proposed detour routes.

New weekday a.m., midday, and p.m. peak period traffic counts will be collected at the above study intersections. Synchro traffic models will be developed to simulate existing and detour traffic conditions using the traffic data collected for the three study peak periods.

The Consultant will analyze peak hour level of service, average intersection delay and queue lengths at turn lanes for each of the study intersections using the Highway Capacity Manual 2010 (HCM 2010) methodology for the following scenarios:

- Existing Conditions
- With Bridge Closure Conditions (Central Ave closure between Filbert and Sycamore)

A detailed intersection capacity analysis for the study intersections along the proposed detour routes will be completed to ensure that the detoured traffic can be accommodated at an acceptable LOS. Recommendations will be provided for the detour routes if the study intersections have unacceptable LOS based on City guidelines. The recommendations may also include signal timing changes to improve LOS conditions to meet City standards. Queuing analysis will be included as part of the traffic analysis for all study intersections under road closure conditions.

To facilitate appropriate alternatives analyses, an arterial segment LOS will be conducted to determine the traffic impact during construction for the arterials along the detour routes.

The Consultant will provide a draft traffic management report that will contain appropriate figures, tables, traffic analysis results and mitigation measures, as applicable. The report's appendices will contain detailed LOS calculations, count data and other information used in the traffic analysis. Upon receiving comments from the City a final traffic report will be completed.

For the Central Avenue segment between Filbert and Sycamore, the Consultant will conduct local validation of the ACTC Model for the study area, based on the newly collected counts, and develop projected 2040 volumes. The forecasted volumes will be used to assess whether the four-lane roadway section is appropriate.

Task 2.4 Deliverables:

- ✓ Draft Traffic Management Plan Report
- ✓ Final Traffic Management Plan Report

2.5 Hydraulic Analysis

The Consultant will prepare the Floodplain Evaluation Report Technical Memo and Water Quality Study. In addition, the Consultant will prepare the Drainage Report, Stormwater Management Plan, Conceptual Storm Water Pollution Prevention Plan (SWPPP), and Drainage, Erosion Control, and Water Pollution Control Plans, Specifications, and Estimate (PS&E).

- 2.5.1 **Floodplain Evaluation Report Technical Memo** – No floodplain encroachments or impacts are anticipated as a result of the Project. Therefore, the Consultant will prepare a Floodplain Evaluation Report Technical Memo, including the Location Hydraulic Study form and the Floodplain Evaluation Report Summary form to document the investigation and summarize the results.
- 2.5.2 **Water Quality Study** – The Consultant will: 1) identify and describe the current and upcoming laws that relate to water quality, 2) describe the beneficial uses for all potentially affected waters, 3) discuss water quality objectives for all potentially effected waters, 4) collect and present any monitoring data from other agencies, 5) list potential sources of pollutants, and 6) describe the watershed, existing drainage and hydrologic conditions. The consultant will evaluate the water quality impacts and recommend possible minimization measures to reduce the adverse impacts to water quality. The findings will be documented in a technical report.



2.5.3 **Drainage Report** – The Consultant will review available data, including previous studies, provided by the City and will also conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site. A Drainage Report will be prepared, which will include design calculations to assess the need for any drainage improvements. The results and design recommendations will be summarized in the Drainage Report. The report is expected to include the following:

- Evaluation of the existing conditions
- Unusual and special conditions
- Drainage mapping
- Hydraulic analysis
- Proposed systems

2.5.4 **Stormwater Management Plan** – The Consultant will prepare a Stormwater Management Plan summarizing the Project impacts to water quality, including documenting treatment best management practices (BMPs). The Plan will utilize the Alameda Countywide Clean Water Program Stormwater C.3 Guidebook to address only the impacts from the roadway improvements. The Consultant will perform hydromodification analysis to determine the magnitude of the impacts and the need for mitigation. The Consultant will propose mitigation measures and perform further analysis to prove the adequacy of the proposed mitigation measures. The mitigation measures will meet the criteria set by the Regional Water Quality Control Board and the Alameda Countywide Clean Water Program. The analysis will be documented in a technical report.

Task 2.5 Deliverables:

- ✓ Draft Floodplain Evaluation Report Technical Memo
- ✓ Final Floodplain Evaluation Report Technical Memo
- ✓ Draft Water Quality Study Report
- ✓ Final Water Quality Study Report
- ✓ Draft Drainage Report
- ✓ Final Drainage Report
- ✓ Draft Stormwater Management Plan
- ✓ Final Stormwater Management Plan

2.6 Utility Coordination

The existing utility plans will be requested as an early item of work. This task will also include verification of any future expansion work and/or potential upgrade of the various facilities so as not to preclude planned upgrades.

The Consultant will coordinate with the utility agencies, schedule meetings, and request information through Utility 'A' Letters regarding the locations of existing and proposed utilities.

The existing utility data will be plotted on the Utility Plans. High and low risk utilities within the project limits will be potholed to confirm their horizontal and vertical locations and this information will be plotted on the plans. The Caltrans High and Low Risk Underground Facilities procedures will act as the guidelines for determining which utilities will be potholed and at what frequency. A potholing effort of \$60,000 is assumed for this Scope of Work.

The Consultant will perform utility coordination and prepare necessary Report of Investigations (ROI) involving determination of liability for relocations costs, and Notice to Owners (NTO). If the City is liable for any portion of



the relocations, a Utility Agreement (UA) will be prepared and sent to the owner along with the NTO. This process involves three steps – the ‘A’, ‘B’, and ‘C’ Letters, which is summarized as:

- 1) ‘A’ Letter – Verification Letter to Owner
- 2) ‘B’ Letter – Letter Requesting Positive Location
- 3) ‘C’ Letter – Notice to Owner Regarding Construction

Any utilities requiring relocation will also be identified on the plans. Utility manholes and valve boxes will be adjusted to final grade where roadway grades are altered due to profile changes and overlays.

Task 2.6 Deliverables:

- ✓ Utility Verification Letter to Owner (“A” Letter)
- ✓ Letter Requesting Positive Location (“B” Letter)
- ✓ Notice to Owner Regarding Construction (“C” Letter)

2.7 Geotechnical Studies

The Consultant will prepare a foundation report and log of test borings for the proposed new bridge structure and the approach roadway. The approach embankments are expected to be about 30 feet to 32 feet in height. The footprint of this embankment will be at least to accommodate the 4 lanes, shoulders/bike lanes and sidewalks. Retaining walls will be designed to support these embankments.

2.7.1 Research and Data Collection -- Available geologic maps and previous data will be reviewed. An ACWD permit will be obtained for drilling the borings.

2.7.2 Field Exploration -- The proposed boring program will include borings at the bridge abutments. Due to potential for settlement and to address liquefaction concerns the borings and/or CPT explorations are planned to be 120 feet deep. It is expected that the explorations will be in the outside lane or near the inside median lane. Four borings/CPTs will be drilled to depth of 120 feet. In addition, two more borings to 30 feet depth will be drilled near the touchdown of the embankment to provide additional data for the short walls and fill. Exploration locations will be marked and USA will be called for clearances. The exploration locations will depend upon the permitted access and any permit restrictions. The borings will be performed using a truck mounted mud-rotary drill rig. Traffic control will be provided due to the restricted street and private driveway access.

The consultant will classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling. “Relatively undisturbed” and bulk samples of substrata will be obtained from the test borings. The borings/CPTs will be drilled and capped in accordance with the ACWD permit requirements.

2.7.3 Laboratory Testing – The Consultant will perform laboratory tests on representative soil samples such as moisture density, unconfined compression, consolidation, gradation analyses, corrosion tests and Plasticity Index test, as necessary.

2.7.4 Engineering Analysis/Evaluation – The Consultant will perform engineering analyses and develop design recommendations for the preliminary bridge foundation system. The evaluation will review and discuss foundation issues and considerations due to soft soil conditions or liquefaction concerns. Preliminary analyses will discuss fatal flaws and potential mitigation measures through the preliminary design phase. The analysis/evaluation will discuss seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions.



- 2.7.5 **Prepare Draft Foundation Report** – The Consultant will prepare preliminary recommendations for the proposed bridge foundations and the retaining walls. Alternate foundation systems such as CIDH piles, CISS piles or Caltrans standard piles will be discussed. Due to expected embankment at both ends of the bridge (including development of retaining walls), settlement and construction considerations will be discussed. Settlement and liquefaction mitigation options may consist of use of wick drains, light weight fill, ground modifications etc.
- 2.7.6 **Prepare Final Foundation Report** – Updates to the foundation report will be incorporated into a final report. Foundation systems such as CIDH piles, CISS piles or Caltrans standard piles will be discussed. The final report will include responses to any review comments from the draft report. The format will follow AREMA guidelines for preparing draft bridge foundation reports.

Task 2.7 Deliverables:

- ✓ Draft Foundation Report (includes pavement recommendations)
- ✓ Final Foundation Report

2.8 Hazardous Materials Report

- 2.8.1 **Phase I Environmental Site Assessment** - A Phase I Environmental Site Assessment (ESA) will be performed in general accordance with ASTM International's standard practice E1527-13, including a site reconnaissance and review of topographic maps, Sanborn Fire Insurance Maps (if available), historical aerial photographs, previous environmental investigations, and environmental records derived from regulatory agency databases to identify sources of subsurface contamination in connection with the Project site.
- 2.8.2 **Phase II Workplan and Soil Investigation** - Based on the findings of the Phase I ESA, a Phase II Soil Investigation is anticipated to evaluate contaminants of potential concern in shallow soils on the Project site. Preliminary review of the Project site indicates that industrial activities on adjacent properties and transportation activities along the railroad corridor and Central Avenue could have resulted in the following potential contaminants of concern: Title 22 metals, petroleum hydrocarbons, chlorinated solvents, polynuclear aromatic hydrocarbons, and pesticides. The Phase II Soil Investigation will be conducted to pre-characterize soils for potential disposal and reuse options, and to evaluate the chemical quality of soils for construction worker health and safety issues. Prior to conducting the Phase II Soil Investigation, a workplan will be submitted to the City for review and approval.

Soil analytical results will be screened against the Regional Water Quality Control Board's Environmental Screening Levels to determine appropriate actions to ensure the protection of construction workers and also be screened against hazardous waste thresholds to determine soil management options.

Approximately 10 surface samples of exposed soils will be collected at approximate 300-foot intervals along both sides of Central Avenue and analyzed for the contaminants of concern. Underground Service Alert will be notified to mark subsurface utility locations prior to sampling. Samples will be collected using hand-held equipment and submitted to a California-certified analytical laboratory under proper chain-of-custody protocol. The findings, conclusions, and recommendations for a Phase II Investigation will be documented in a technical report.

Task 2.8 Deliverables:

- ✓ Phase I ESA Report
- ✓ Phase II Workplan and Soil Investigation

2.9 Union Pacific Railroad and California Public Utilities Commission Coordination

UPRR's interest in the Project will include temporary facilities and track protection for safe use of tracks during construction; construction procedures and phasing, and the ultimately built facility.

The Consultant will perform railroad coordination with UPRR consisting of the following:

- Obtain and review of the existing Construction and Maintenance (C&M) Agreement (if one exists).
- Prepare a "Basis of Design" document that will include all rail-related criteria.
- Conduct an early coordination meeting with the railroad to present project concept plans and cost estimates for their review. (The intent of this meeting is to allow the railroad to be a part of the alternatives analysis process and obtain preliminary railroad approval of the chosen alternative.)
- Conduct a meeting at 20% design completion with UPRR representatives to secure "conceptual approval".
- Meet with UPRR as often as necessary to gain design approval, as well as the approval of a Construction and Maintenance Agreement.
- Obtain easement agreements with UPRR.

The Consultant will also obtain information and requirements from UPRR regarding:

- Construction procedures required to maintain safe access during construction for inclusion in the Special Provisions.
- Construction Phasing.
- Utility crossings under or over tracks.
- Coordinating construction operations, construction traffic, and construction materials storage for the grade crossing project.

Task 2.9 Deliverables:

- ✓ Basis of Design Memorandum.

2.10 Roadway Alternatives & Structures Type Analyses (10% Plans)

Upon completion of the topographic mapping, two roadway alternatives (2-lane roadway section vs. 4-lane roadway section) will be prepared with varying bridge type options (single span, multi-span, concrete and steel). The Consultant will prepare up to two preliminary horizontal alignments (existing centerline alignment and alignment shift to right or left of existing centerline). Two profile options will be developed to account for the different bridge types and land use impacts. Up to three Bridge Advance Planning Studies (APS) will be prepared for each of the two profile options.

The appropriate bridge structure option will be dictated by public safety, UPRR input, right-of-way, and economics. Different foundation types will also be evaluated at this time. The purpose of the bridge studies will be to evaluate the feasible structure alternatives and develop a recommendation for the City's review and approval. The roadway and bridge design will be in accordance with CITY, AASHTO, Caltrans, UPRR and AREMA standards as appropriate.

This Task includes the engineering studies needed to determine the overall project impacts and mitigations. A set of skeleton roadway plans showing the horizontal alignments, vertical profiles, typical sections, preliminary stage construction and preliminary detour plans, along with preliminary APS will be prepared and submitted to the City for review.

This task will involve preparation and evaluation of the following:

- Two Project alternatives, a 4-lane and a 2-lane roadway section.
- Two roadway alignments and two profiles.
- Consideration of existing land uses.
- Determining roadway right of way needs including temporary construction easements (TCE), utility easements and possible access easements and relinquishments.
- Preliminary traffic handling and stage construction possibilities.
- Preliminary roadway closure possibilities.
- Concept aesthetic renderings
- Skeleton Roadway Plans (10% Level)
- Feasible alternative bridge types, span arrangements, railroad clearances, and construction methods. If aesthetic treatments are needed, they will be considered at this time.
- Concept drawing defining each bridge type that will include plans, elevations, and section views as required to illustrate each of the proposed bridge types.
- A comparative matrix of the advantages and disadvantages of each roadway alignment and bridge type will be developed so that the City can judge each bridge type on its own merits.
- Preliminary Construction Cost Estimate for each bridge type.
- Preliminary Alternatives Construction Cost Estimate

Under this Task, these alignments and profiles will be presented to the City for selection of one roadway alternative and one bridge type to advance to the design phase.

During this Task, it is anticipated that the CITY, supported by the Consultant, will present the Project to the public and key stakeholders to gather information and input to initiate final design of the Project.

Task 2.10 Deliverables:

- ✓ Typical Sections
- ✓ Horizontal Alignments
- ✓ Vertical Alignments
- ✓ Bridge and Retaining Wall Advanced Planning Studies
- ✓ Preliminary Construction Cost Estimate (with 25% contingency)
- ✓ Three Color Renderings (as necessary)

TASK 3: Draft Design Report

3.1 Geometric Approval Drawings (20% Plans)

UPRR requires the submittal of Concept Plans early in the process. These Concept Plans will be developed as Geometric Approval Drawings (GADs) for City approval.

A Grade Separation Basis of Design Memorandum will be prepared that identifies the Project's impacts on UPRR and the applicable railroad requirements for the overpass design and construction. The Basis of Design Memorandum will also identify the preliminary rail profile through the crossing and the proposed horizontal and vertical clearances.

Impacts to utilities covered under agreement with the Railroad will be coordinated through UPRR's real estate and legal departments. The railroad valuation maps indicate that there is a storm drain and sanitary sewer crossing the right-of-way. However, other utilities are likely to exist.

Following these initial steps, an on-site diagnostic meeting will be organized with the stakeholders, including UPRR, the CPUC field engineer and the City. Comments from the diagnostic meeting and follow up will be incorporated into the Grade Separation Basis of Design Memorandum, and integrated into the 30% level design development.

Task 3.1 Deliverables:

- ✓ UPRR Plan, Elevation and Typical Section of Proposed Grade Separation.
- ✓ UPRR Photo Log with Pictures of the Proposed Project Location.
- ✓ Geometric Approval Drawings (incorporates UPRR's Concept Plans) – Layouts, Typical Sections, and Profiles
- ✓ Preliminary Cost Estimates
- ✓ Grade Separation Basis of Design Memorandum
- ✓ UPRR Concept Plan Submittal

3.2 Draft Design Report

Upon UPRR's review and approval of the Concept Plans, the Consultant will revise the plans if needed and assemble the results of the alternatives analyses into a Draft Design Report that will summarize the studies and will include the alternative recommendations and the basis for the recommendations.

In summary, the report will likely include the following:

- Project Description
- Purpose and Need Statement
- Design Criteria
- Alternative Evaluation Criteria
- Design Hydraulic Study
- Preliminary Geotechnical Report
- Geometric Approval Drawings
- Preliminary right-of-way information
- Utility relocation/protection information
- Preliminary stage construction and detour requirements
- Bridge APS drawings and costs
- Retaining Wall APS drawings and costs
- Identification of long lead items to be procured for the project
- Preliminary Construction Cost Estimates
- Alternative and bridge type selection recommendation
- Schedule to complete final design & construction

Task 3.2 Deliverables:

- ✓ Draft Design Report

TASK 4: Final Design Report

This Final Engineering phase will begin with Preferred Alternative selection and approval of the Final Design Report. This phase will conclude with the preparation of the 30% Plans and Construction Cost Estimate

4.1 30% Plans

Upon CITY determination of a preferred alternative, the Consultant will develop the selected alternative to the 30% design level.

- 4.1.1 **Roadway** - The roadway design will proceed based on the approved preliminary engineering design concepts. The roadway plans will include a Typical Section Sheet and Plan and Profile Sheets developed to a 30% level. The plan view will delineate the general roadway improvements and pavement dimensions. Geometric information, tied to the project control points will be shown to sufficiently describe both the horizontal and vertical alignments. Stage Construction or detour plans will be shown at a conceptual level.
- 4.1.2 **Bridge** – Bridge General Plan sheets will be developed including Plan, Elevation, Profile Grade, and Typical Section views.
- 4.1.3 **Construction Cost Estimate** - The Consultant will provide an updated preliminary construction cost estimate. Unit prices will be applied to each contract item resulting in the Engineer's Construction Cost Estimate. Prices used will be based on the latest available data from the CITY and Caltrans, reflecting the location of the project and the quantity of each item. Twenty percent of the total estimate will be added for contingencies.
- 4.1.4 **Constructability Review** - At the completion of the 30% Submittal, a constructability review will be performed by a construction specialist with expertise in similar projects. Comments from this review will be used to refine the plans for the submittal.
- 4.1.5 **Meet with City to Present 30% Design/Submit to UPRR** - The Consultant will meet with the City to present the 30% design. The submittal will be accompanied by a cover letter outlining the key needs for City responses to proceed to final design.

The approved 30% plans, including preliminary construction phasing exhibits, will be submitted to the UPRR for review and comment. All railroad submittals will comply with the Guidelines for Railroad Grade Separation projects as published by the railroad. If required, the Consultant will prepare revised legal descriptions of the crossing. As a courtesy, the 30% plan set will also be submitted to the CPUC's field engineer to demonstrate adherence to what has been agreed upon.

4.2 Final Design Report

Upon development of the preferred alternative to a 30% level, the Consultant will address comments to the Draft Design Report and prepare the Final Design Report which will document the recommendation for an alternative and the basis for that recommendation.

Task 4 Deliverables:

- ✓ 30% Plans
- ✓ Construction Cost Estimate
- ✓ 30% Submittal Letter

✓ Final Design Report

TASK 5: FINAL DESIGN

This Task involves finalizing engineering studies and preparing contract documents for project approval for construction. Stages of 65%, 90%, 100% and Final Plans, Specifications, and Estimating (PS&E) occur in this Task.

5.1 65% Plans

5.1.1 **Plans** - The 30% plan review comments will be addressed and the PS&E will be advanced to the 65% level. The plan sheets will be prepared in CADD (Microstation format). Plans will be prepared consistent with the City's and Caltrans' Standard Plans.

Roadway - Necessary approach roadway construction details will be initiated at a scale of 1" = 20'. Utility locations, grading limits and geometric details will be shown. Specific improvement details may also be shown on the Construction Details sheets.

Traffic handling and stage construction or detour plans for the bridge construction work will be prepared. The plans will utilize the topographic basemap showing the existing striping and signage and edge of pavement and will be prepared at a 1"=40' scale and shall conform to the latest CAMUTCD and Caltrans Standard Plans (2010 edition) and City requirements. Traffic handling details will be shown on relevant sheets. The plans will show route signage to be used during construction. Advisory and construction area signs will be shown on a Construction Area Signs Sheet.

A signing, striping, and pavement marking plan will conform to the latest CAMUTCD and City standards as applicable. Existing, as well as new sign locations will be shown. Sign panels will be shown for new nonstandard signs. Standard signs will be designated by appropriate standard sign numbers. Temporary signing and striping, portable delineators, temporary crash cushion arrays and temporary railing (Type K) will be shown, as necessary, on this plan. .

Additional roadway plan sheets will be incorporated including:

- Water and sewer utility relocation plans if needed.
- Drainage profiles and details sheets.
- Temporary water quality and erosion impacts of the Project will be identified. At each location of potential water quality or erosion impacts, an appropriate temporary construction site and erosion control BMP measure will be designed. These BMP measures will be identified on the Water Pollution Control Plans.

Street lighting design will include pole type and locations, luminaire type, service enclosures, conduit, pull boxes and conductors. The Consultant will coordinate with PG&E to obtain the electrical service points to incorporate into the plans and will conduct lighting analyses to confirm the lighting levels where new lighting is proposed.

The Consultant will provide replacement landscape and irrigation plans.

Structures - The final bridge and retaining wall designs will be performed in accordance with AASHTO Bridge Design Specifications (with Caltrans modifications), AREMA Specifications (as required), and other Caltrans Design Manuals. Design will be based on the "Load and Resistance Factor Design" method, with HL-93 and permit and alternate live loading. Seismic design will be performed in accordance with the current version of Caltrans Seismic Design Criteria. The general plan for the bridge showing plan, elevation, and typical section will be finalized.



Additional bridge detailing will include deck contours, abutment layouts and details, pier layout and details, pile details, typical section, girder details, bridge railing details, miscellaneous details, and log of test borings.

- 5.1.2 **Technical Specifications** - The plans will be reviewed and a contract items list will be produced. Project Specifications, including Special Provisions based on Caltrans Standard Special Provisions (SSP) for Sections 8, 9 and 10 and AREMA Specifications will be compiled at this time.
- 5.1.3 **Construction Cost Estimate** -The Construction Cost Estimate will be updated using, fifteen percent of the total estimate for contingencies.
- 5.1.4 **Constructability Review** - At the completion of the 65% Plans, a constructability review will be performed by a construction specialist with expertise in similar projects. Comments from this review will be used to refine the plans for the submittal.
- 5.1.5 **QA/QC Review** - The Consultant will perform an independent QA/QC review of the 30% plans and incorporate appropriate revisions prior to submittal to the City.

5.2 Meet With City To Present 65% Design

The Consultant will meet with the City to present the 65% plans. The submittal will be accompanied by a cover letter outlining the key needs for City responses to advance the design toward the 90% PS&E. The Consultant will perform an independent QA/QC review of the 65% plans and incorporate appropriate revisions prior to submittal to the City.

5.3 90% PS&E

- 5.3.1 **Roadway Plans** - The 65% plan review comments will be addressed and additional plan sheets will be incorporated including:
 - Drainage details to complete the drainage plans.
 - Water pollution control and erosion control details.
 - Landscaping (if needed)
 - Lighting
- 5.3.2 **Bridge** - The Consultant will independently check the Unchecked Details prepared (65% submittal) in accordance with the procedures implemented at Caltrans' Division of Structures. A registered civil engineer will develop his own calculations, computer analysis, etc., to check the bridge layout and structural integrity. A plan set will be marked up in two colors, yellow indicating approved items and red indicating questions or deficiencies. The checker and designer will then work jointly to reconcile the comments and the needed plan changes will be made resulting in the Checked Details.
- 5.3.3 **Bidability Review** - A bidability review will be performed that checks plans against the specifications for bid items, specifications against the quantities for measurement and payment, and the estimate against the quantities for appropriate unit cost determinations. The purpose of this task is to review for completeness and consistency.
- 5.3.4 **Specifications** -The plans will be reviewed and an updated contract items list will be produced. The technical special provisions will be updated and then be compiled with City supplied boilerplate specifications, including Section 4, order of work, time of completion, etc.



5.3.5 **Quantities and Construction Cost Estimate** - Two independent sets of road and bridge quantity calculations will be prepared. Standard Caltrans quantity summary sheets will be used for bridge and road quantity calculations. Bridge quantity estimators must agree within tolerances prescribed in Chapter 11 of the Caltrans Bridge Design Aids Manual. Any deviations will be resolved and the Marginal Estimate sheet will be prepared.

The Engineer's Construction Cost Estimate will be updated. At this stage, ten percent of the total estimate will be added for contingencies.

5.3.6 **Storm Water Prevention Pollution Plan (SWPPP)** - The Consultant will prepare a SWPPP for use during construction of the project. This SWPPP will be based on the new Construction General Permit Order No. 2009-0009-DWQ and comply with local MS4 permit guidelines.

5.3.7 **QA/QC Review** - The Consultant will perform an independent QA/QC review of the 90% PS&E and incorporate appropriate revisions prior to submittal to the City.

5.4 Meet with City to Present 90% PS&E

The Consultant will meet with the City to present the 90% PS&E. The submittal will be accompanied by a cover letter outlining the key needs for City responses to advance the design toward the Final PS&E.

5.5 100% PS&E

The 90% submittal review comments will be addressed and the 100% PS&E will be prepared. The City will review this submittal for readiness for advertising

Once the City has approved the Final PS&E, the Consultant will submit the final signed plans.

5.5.1 **Draft Final Construction Documentation (100% PS&E)** - The project plans, specifications and final estimate/bid item list will be assembled as a bid set, ready for advertisement. Any Special Notice to Contractors will be prepared and assembled with the bid set. Contractor Information Handout package will be assembled for interested bidders to obtain which could include:

- Foundation Report
- Phase I ESA Report
- Phase II Workplan and Soil Investigation Report
- Quantities
- CAD files

5.6 UPRR Final Design Coordination

Final Design coordination with the UPRR will focus on:

- Coordination of the construction phasing details
- Site and operations impacts to Cargill Salt and other UPRR-served industries
- Negotiating the length, number and spacing between UPRR-approved work windows over the tracks
- Items relevant to the Construction and Maintenance agreement for the overpass between UPRR and the City.

The Consultant will finalize the protection and/or relocation plans of all affected utilities in the railroad right-of-way and will coordinate with UPRR's Signal Department to address their removal of the at-grade crossing signals

at Central Avenue, including force account items for work performed by their forces. When completed, the 100% design plans will be submitted for final review by UPRR and a letter of concurrence requested from UPRR for the project's GO 88-B authorization request. With UPRR's letter of concurrence, the Consultant will prepare and file the GO 88-B authorization request form.

5.7 Final Contract Documents

Upon submittal of the 100% Draft Final Construction Documents, the City will review and confirm the submittal completeness and ready for advertising. The Microstation file format will be converted to AutoCadd at this time.

5.8 Bidding and Award Services

The Consultant will provide bidding assistance to the City. This will include consultation and interpretation of the contract documents and assisting the City in preparing addenda to the PS&E.

Task 5 Deliverables:

65% Submittal

- ✓ 65% Plans
- ✓ Construction Cost Estimate
- ✓ Technical Specifications

90% Submittal

- ✓ 90% Plans
- ✓ Bridge Independent Design Check Calculations
- ✓ Construction Cost Estimate
- ✓ Specifications
- ✓ SWPPP

100% Submittal

- ✓ 100% Plans
- ✓ 100% Specifications
- ✓ 100% Construction Cost Estimate
- ✓ Information Handout

Final Submittal

- ✓ Final Plans
- ✓ Final Specifications
- ✓ Engineers Construction Cost Estimate

TASK 6: CONSTRUCTION SUPPORT (Not included in Scope of Work at this time)

6.1 Construction Support

The Consultant can provide engineering assistance to the City, on an on-call as-needed basis during construction of the project. Construction engineering support could include:

- Attend pre-construction meeting.



- Review of Contractor submittals and shop drawings.
- Respond to field inquiries.
- Review and respond to change order requests.
- Prepare plan revisions as needed by contract change orders.
- Perform periodic construction progress inspections, if necessary.
- Provide ongoing consultation as needed.
- Prepare as-built record drawings.



Table 1 – Plan Sheet & Services List

Drawing No. / Task No.	Sheet Title / Service	Firm Responsibilities							
		Quincy	Parikh	JMA	WRECO	CP	TJKM	RJA	PGA
PLANS DEVELOPMENT									
T-1	Title	X							
X-1	Typical Sections	X							
H-1	Key Map/Horiz Control	X							
L-1 thru 3	Plan and Profiles	X		X					
C-1 thru 6	Constr. Details	X							
D-1 thru 4	Drainage	X			X				
U-1 thru 3	Utility	X		X					
CS-1	Constr. Area Signs	X							
DE-1, 2	Detour Plan	X							
TH/SC-1 thru 5	Trf. Han/Stg Constr.	X		X					
EC-1 thru 4	Erosion Control/Channel				X				
PD-1 thru 4	Signing and Striping						X		
E-1 thru 6	Lighting						X		
LS-1 thru 8	Landscaping and Irrigation								X
RW- 1 thru 16	Retaining Walls	X	X						
S-1 thru 26	Bridge Plans	X	X						
OTHER SERVICES									
1.4	Public Outreach					X			
1.1	Project Management	X							
2.3	Surveying							X	
2.3	R/W Engineering							X	
2.4	Traffic Analyses						X		
2.5	SWPPP/Hydraulic Studies				X				
2.6	Utility Coordination	X		X					
2.7	Geotechnical/ISA		X						
2.9	UPRR Coordination	X		X					
OPTIONAL SERVICES									

The above list summarizes anticipated plan sheets.



Table 2 –List of Deliverables

Task No.	Description	Delivery Format	Firm Responsible for Deliverable							
			Quincy	Parikh	JMA	WRECO	CP	TJKM	RJA	PGA
VARIOUS SERVICES										
1	Sched, meeting agendas & notes	1 Set 8.5"x11"	X							
1	Outreach Pln, mailers, FAQ, etc	1 Set 8.5"x11"						X		
1	Invoices, Progress Rpt, mtg agendas & notes	1 Set 8.5"x11"	X							
2.3	Basemap	5 Sets 11"x17"							X	
2.3	Plats & Legals	3 Sets 8.5"x11"							X	
2.4	Traffic Manag Pln Rpt	5 Sets 8.5"x11"						X		
2.5	Floodplain Eval Rpt	5 Sets 8.5"x11"				X				
2.5	WQ Study Rprt	5 Sets 8.5"x11"				X				
2.5	Drainage Report	5 Sets 8.5"x11"				X				
2.5	SW Management Pln	5 Sets 8.5"x11"				X				
2.6	Utility A Plan & Letter	1 Set 8.5"x11"	X							
2.7	Foundation Report	5 Sets 8.5"x11"		X						
2.8	Phase 1 & Phase 2	5 Sets 8.5"x11"		X						
3.1	GADs, UPRR Pln & Est	5 Sets 11"x17"	X					X		
2.9	UPRR Basis of Design	5 Sets 8.5"x11"			X					
3.1	UPRR Photo Log	5 Sets 8.5"x11"			X					
3.2	Draft Design Report	10 Sets 8.5"x11"	X			X		X		X
4	30% Plans & Est	5 Sets 11"x17" 5 Sets 8.5"x11"	X			X		X		X
4	Pothole Map	5 Sets 11"x17"	X							
4	Final Design Report	10 Sets 8.5"x11"	X			X		X		X
4	30% UPRR Plans	5 Sets 11"x17"			X					
5.1	65% Plans & Est	5 Sets 11"x17" 5 Sets 8.5"x11"	X			X		X		X
5.1	65% Technical Specs	5 Sets 8.5"x11"	X			X		X		X
2.6	Utility B Plan & Letter	1 Set 8.5"x11"	X							
5.3	90% Plans and Est	5 Sets 11"x17" 5 Sets 8.5"x11"	X	X		X		X		X
5.3	Bridge Ind Chk Calcs	5 Sets 8.5"x11"	X							
5.3	90% Specifications	5 Sets 8.5"x11"	X	X						
2.6	Utility C Plan & Letter	1 Set 8.5"x11"	X			X				
5.3	SWPPP	5 Sets 8.5"x11"								
5.5	100% Plans & Est	5 Sets 11"x17" 5 Sets 8.5"x11"	X			X		X		X
5.5	100% Specifications	5 Sets 8.5"x11"								
5.5	100% UPRR Plans	5 Sets 11"x17"			X					
5.7	Final Plans	5 Sets 11"x17" CAD files	X			X		X		X
5.7	Final Specs	5 Sets 8.5"x11" Word	X			X		X		X
5.7	Final Constr. Est	5 Sets 8.5"x11" Excel 2010	X			X		X		



Table 3 –City Provided Info

Item No.	Description
1	Reports: Geotechnical Reports, Maintenance Reports, Hydraulic Reports, Utility Reports, etc
2	Record drawings for all improvements including, roadways, site development, utilities, etc.
3	Initial Site Assessment for other projects
4	Traffic Studies/Counts
5	Environmental Studies and Documents for other projects
6	Boiler Plate Specifications
7	Title Reports

EXHIBIT B
PAYMENT

Central Avenue Overpass Project - City of Newark Fee Proposal Summary

Date: 11/30/2015

Quincy Engineering, Inc.

Direct Labor:	\$1,065,390.00
Escalation for Multi-Year Project (2.0%):	\$21,307.80
Subtotal	\$1,086,697.80
Overhead (0.000):	\$0.00
A. Labor Subtotal	\$1,086,697.80

Subconsultant Costs:

Parikh	\$147,612.00
TJKM	\$222,700.00
WRECO	\$60,000.00
JMA Civil	\$99,070.00
Circlepoint	\$75,000.00
PGA Design	\$30,200.00
Ruggeri-Jensen-Azar	\$66,900.00
GeoCAD	\$7,200.00

B. Subconsultant Subtotal **\$708,682.00**

Other Direct Costs:

Travel	2400 miles @	\$0.575	\$1,380.00
Delivery	10 @	\$50.00	\$500.00
Vendor Reproduction			
	Vellum @	\$0.00	
	8 1/2 X 11 Reproduction 1000 @	0.15	\$150.00
	11 X 17 Reproduction 500 @	0.5	\$250.00
	Mounting Boards for Presentations 10 @	100	\$1,000.00
	Newsletters (Translation and printing) @	\$0.00	
	<i>Subtotal Vendor Reproduction</i>		<i>\$1,400.00</i>
		@	<i>\$0.00</i>

LIDAR Survey

Traffic Control (Optional)

IS/MND Production

Potholing (assumed) \$60,000.00

Prevailing Wage Differential

C. Other Direct Cost Subtotal: **\$63,280.00**

Labor Subtotal A. =	\$1,086,697.80
Fixed Fee (0.0%):	\$0.00
Subconsultant Subtotal B. =	\$708,682.00
Fixed Fee (5.0%):	\$35,434.10
Other Direct Cost Subtotal: C. =	\$63,280.00
Fixed Fee (0.0%):	\$0.00

TOTAL = **\$1,894,093.90**

**Central Avenue Overpass Project - City of Newark
Fee Proposal Summary**

Project Number:		Project Name: City of Newark - Central Avenue Grade Separation														Quincy Total Hours	Quincy Total Labor Dollars	Quincy Total Labor Dollars	Quincy Labor	Quincy Profit	Quincy NLF Budget	Perish	TJRM	WRECO	JMA Civil	Cidepoint	PGA Design	Ruggell-Jensen-Azar	GeoCAD	Subconsultant Subtotal								
No.	TASKS	Principal Eng.	Senior PM	Principal Eng.	Senior PM	Principal Eng.	Senior Eng.	Senior Eng.	Qualifier	Senior Eng Tech	Senior Eng.	Assoc Eng.	Senior Eng.	Assoc Eng.	Asstt Eng.	Assoc Eng.	Drafter	Admin Asst	Escalation Multiplier	Labor+OH Multiplier	Profit Multiplier	Actual Labor Multiplier																
		JQ	TW	JO	HM	MR	MJ	GY	BM	CP	DM	EK	CD	PC	JG	PK	PJ			2.0%	1.800	0%	1.200															
Initial Hourly Rate		\$230.00	\$150.00	\$270.00	\$200.00	\$230.00	\$195.00	\$185.00	\$135.00	\$135.00	\$160.00	\$125.00	\$200.00	\$110.00	\$120.00	\$80.00	\$100.00																					
Phase 1 Project Management & Coordination																						Phase 1 Quincy Subtotal					\$118,463											\$94,220
1.1	Project Management		48	32	16		60												156	\$33,940	\$34,619	\$34,619	\$0.00	\$34,619							\$0							
1.2	Project Quality Control Plan	2	16			56					40								114	\$25,340	\$25,847	\$25,847	\$0.00	\$25,847							\$0							
1.3	Meetings	48	28	28			40	24										4	172	\$38,400	\$37,128	\$37,128	\$0.00	\$37,128	\$13,500					\$13,500								
1.4	Public Outreach Plan	24	16	16			12			40									108	\$20,460	\$20,869	\$20,869	\$0.00	\$20,869	\$5,720			\$75,000		\$50,720								
Phase 2 Engineering Studies and Activities																						Phase 2 Quincy Subtotal					\$177,286											\$317,000
2.1	Collect and Review Existing Data		2	4	4		8	8											26	\$5,220	\$5,324	\$5,324	\$0.00	\$5,324							\$0							
2.2	Conduct Field Review		8	8	8		8	8											40	\$8,400	\$8,568	\$8,568	\$0.00	\$8,568							\$0							
2.3	Surveys, Mapping, and Right-of-Way		4		8		16						4						32	\$9,160	\$6,283	\$6,283	\$0.00	\$6,283						\$68,900	\$7,200	\$74,100						
2.4	Traffic Management Plan Report		4		8		16						8						36	\$6,600	\$6,732	\$6,732	\$0.00	\$6,732	\$58,200					\$58,200								
2.5	Hydraulic Analysis		1				4						4						9	\$1,470	\$1,499	\$1,499	\$0.00	\$1,499						\$60,000								
2.6	Utility Coordination		4		16		48						24						92	\$16,200	\$16,524	\$16,524	\$0.00	\$16,524						\$0								
2.7	Geotechnical Studies		2	8	2		4	16											32	\$6,400	\$6,528	\$6,528	\$0.00	\$6,528	\$86,110					\$86,110								
2.8	Hazardous Materials Report		2		8		8												18	\$3,660	\$3,733	\$3,733	\$0.00	\$3,733	\$20,000					\$20,000								
2.9	UPRR and CPUC Coordination		16	6	16		12						4		40				94	\$14,500	\$14,790	\$14,790	\$0.00	\$14,790			\$18,590			\$18,590								
2.10	Roadway Alts & Structures Type Analyses (10%)		20	40	40		120	120					120		120				700	\$105,200	\$107,304	\$107,304	\$0.00	\$107,304						\$0								
Phase 3 Draft Design Report																						Phase 3 Quincy Subtotal					\$65,504											\$0
3.1	Geometric Approval Drawings (20% Plans)		12	20	12		40	16				16	22		40	4			182	\$28,580	\$29,162	\$29,162	\$0.00	\$29,162							\$0							
3.2	Draft Design Report	2	16	8	4	16	60	40		8		8	8	16					180	\$35,640	\$36,353	\$36,353	\$0.00	\$36,353							\$0							
Phase 4 Final Design Report																						Phase 4 Quincy Subtotal					\$57,528											\$43,462
4.1	30% Plans	2	12	12	16		60						48					4	154	\$26,680	\$27,214	\$27,214	\$0.00	\$27,214	\$24,762			\$18,700		\$43,462								
4.3	Final Design Report	2	12	8		8	40	40		4		16	8	12					174	\$28,720	\$30,314	\$30,314	\$0.00	\$30,314							\$0							
Phase 5 Final Design																						Phase 5 Quincy Subtotal					\$667,916											\$212,498
5.1	65% Plans	4	48	80	80		160	280	280			360	40	200	200	400	8	2140	\$299,120	\$305,102	\$305,102	\$0.00	\$305,102	\$42,178			\$30,000	\$11,000		\$83,178								
5.2	Meet with City to Present 65% Design		6	4	4		16						8						38	\$7,180	\$7,324	\$7,324	\$0.00	\$7,324							\$0							
5.3	90% PS&E	4	36	40	40	40	120	80	120		480	120	80	160	200	120	8	1648	\$250,120	\$255,122	\$255,122	\$0.00	\$255,122	\$38,140			\$12,000			\$50,140								
5.4	Meet with City to Present 90% PS&E		6	4	4		16						8						38	\$7,180	\$7,324	\$7,324	\$0.00	\$7,324							\$0							
5.5	100% PS&E	2	20	24	24		60	40				24	8	80	24	40	8	354	\$54,920	\$56,018	\$56,018	\$0.00	\$56,018	\$26,740			\$4,000			\$30,740								
5.6	UPRR Final Design Coordination		20	6	4		4												34	\$7,900	\$8,058	\$8,058	\$0.00	\$8,058			\$29,780			\$29,780								
5.7	Final Contract Documents		12	8	6		16					8	4	20					94	\$14,760	\$15,055	\$15,055	\$0.00	\$15,055	\$12,260			\$2,000		\$14,260								
5.8	Bidding and Award Services		8	6	6		16	12		12			16						78	\$13,640	\$13,913	\$13,913	\$0.00	\$13,913	\$1,200		\$2,000	\$1,200		\$4,400								
Phase 6 Construction Support																						Phase 6 Quincy Subtotal					\$0											\$0
6.1	Construction Support																		0	\$0	\$0	\$0	\$0.00	\$0						\$0								
	Subtotal - Hours	18	407	362	372	120	964	684	400	64	480	672	188	754	424	796	48	6753													\$0							
	Other Direct Costs																						\$63,280	\$41,502	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,502						
	Total Cost	\$4,140	\$101,750	\$79,640	\$74,400	\$27,600	\$187,980	\$126,540	\$4,000	\$8,640	\$76,800	\$84,000	\$37,600	\$82,940	\$50,880	\$83,680	\$4,800	\$1,065,390	\$1,065,390	\$1,086,698	\$1,086,698	\$0	\$1,149,978	\$147,612	\$222,700	\$60,000	\$99,070	\$75,000	\$30,200	\$66,900	\$7,200	\$708,682						



Central Avenue Overpass Project - City of Newark
Year 2016 Agreed Hourly Rates

Rates are effective January 1, 2016 through December 31, 2016

Labor by Classification	Hourly Rate
Principal Engineer	\$190-\$255
Associate Principal Engineer	\$160-\$230
Senior Engineer	\$140-\$230
Associate Engineer	\$100-\$185
Assistant Engineer*	\$80-\$135
Senior Engineering Tech*	\$95-\$145
Engineering Tech/Assistant*	\$65-\$165
CAD Manager*	\$90-\$185
CAD Tech*	\$65-\$125
Student Assistant/Intern*	\$40-\$65
Administrative Assistant/Support Staff*	\$35-\$120
Senior Project Manager/Proj Manager	\$160-\$255
Project Engineer	\$140-\$230

Other Direct Costs

Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction	
Black & White in office	Included in Overhead
Color in office	Included in Overhead
Vendor	Cost
Delivery	Cost
Mileage	Current Federal Rate (\$.575/mi.)
Other Travel	Cost
Subconsultants	Cost
Misc.	Cost

Fee

Subconsultants	5%
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Notes:

*Overtime rates apply to these classifications and will be charged at 1.5 times the hourly rate.

Labor Costs to be invoiced based on agreed rate

Subconsultants to be invoiced at actual cost plus fee.

Within the limitations of the "Not to Exceed" Compensation identified in Section 3A

of the Design Professionals Contractual Services Agreement, all hourly rates are subject to an annual escalation of up to 3.5% per year

EXHIBIT C
QUALIFICATIONS

EXHIBIT "C"

CONSULTANT QUALIFICATIONS

Quincy Engineering, Inc.

Role

Project Management; Bridge and Civil Engineering; Utility Design and Coordination

Registrations

ACTC LBE

Founded in 1992, Quincy Engineering, Inc. (Quincy) is a California Corporation, multi-disciplinary consulting firm specializing in bridge, roadway/highway, and water/wastewater engineering; environmental studies and permitting; surveying; and construction management services.

Our firm is comprised of over 80 dedicated, highly proficient staff in the core disciplines of our company, working in our Sacramento (headquarters), Walnut Creek, Pleasanton, and Roseville, California and Salem, Oregon offices. Our Project Management and Design Engineering for this project will be managed and primarily performed from our Alameda County (Pleasanton) office, which has a capacity for a staff of eight.

Bridge: We maintain a full-time design group of over 20 bridge engineers with the expertise in preparing Bridge Studies and Preliminary and Final Design for the analysis and design of bridges, sound walls, retaining walls, utility supports, and other structural facilities for our Public Works clients.

Railroad Bridges: Quincy staff has provided engineering analysis and design for numerous bridges involving railroads (UPRR, BNSF, Amtrak, Capital Corridor, SacRT, etc.). We understand the importance of adhering to AREMA standards and practices in our designs, as well as the Federal Railroad Authority's (FRA) rules for Bridge Safety Standards (49 CFR Parts 213 and 237) that each railroad is governed by.

Our railroad bridge designs are developed in a manner that provides for construction of each bridge under site specific conditions, including restrictions for equipment access, track time impacts, and consideration of the overall project schedule.

Civil: Quincy's civil design engineers and technical support staff offer a full complement of services in roadway and highway design, including: Feasibility Studies (site evaluation, grading, and earthwork); Project Study Reports and Project Reports; Final Design (PS&E); Erosion Control and Site Remediation; Storm Water Management; SWPPP Compliance; Utility Conflict

Analysis; ADA Analysis and Compliance; Value Analysis; and Cost Estimating and Scheduling.

Recent Experience

Quincy has completed or is currently working on three recent projects of direct relevance to this project.

- Niles Boulevard Overhead, Fremont – Replacement of an existing seismically deficient bridge with a new bridge over Union Pacific Railroad and BART tracks.
- Sacramento Railyards Intermodal Facility, Sacramento, CA – Two new bridges over UPRR, Capital Corridor and Sacramento Light Rail in the historic Railyards as part of an urban renewal project. This project included the use of lightweight cellular concrete embankment to minimize settlement and right of way impacts.
- Hoquarton Slough Bridge Replacement, Tillamook, OR – Replacement of a structurally deficient bridge, including the use of lightweight cellular concrete embankment on top of extremely weak soils again to minimize severe settlement issues

These three recent, relevant projects provide us with a strong understanding of your project issues, including gaining UPRR approval, the possible alternatives that should be considered during project development, and the path to identifying and delivering the appropriate project.

Specialty Subconsultants

We have selected our specialty subconsultants with direct experience working on grade separation projects for the ACTC and/or the City of Newark (or within the Bay Area), and whose assigned personnel is committed through the duration of this project. Of equal importance to this project, **we have worked with each and every one of our subconsultants on previous projects.** This collective expertise will enable our team to evaluate the project site conditions and constraints to efficiently identify and develop the appropriate solution for this project.

JMA Civil

Role

Railroad Coordination

Registrations

ACTC LBE, SLBE, VSLBE

JMA Civil, Inc. specializes in Railroad and Site Civil Facility Design and Master Planning. They have worked directly for railroads and for public agencies with projects that interface with railroads. Their experience comprises many aspects of rail planning and conceptual and final

design, including: grade separation studies and design, mainline track alignments, CPUC coordination, railroad operations and alternatives analyses, cost estimating, construction phase services, and rail feasibility studies. Located in Pleasanton, JMA Civil has three California licensed civil engineers.

Circlepoint

Role Environmental Support and Public Outreach

Registrations ACTC LBE

Based in Oakland, **Circlepoint** specializes in strategic communications, environmental planning, and creative services. Founded in 1987, Circlepoint is a California corporation with 48 employees. Their proposed staff has worked directly with ACTC, as well as local municipalities implementing projects and programs that utilize ACTC funding.

TKJM

Role Traffic Studies, Signing and Striping, Lighting

Registrations ACTC LBE, SLBE

Founded in 1974, **TJKM** currently has a staff of 25 employees. Their work for this project will be performed from their Pleasanton office. For over 40 years, TJKM has garnered an impressive portfolio of work. Their staff has been involved in more than 8,000 transportation projects throughout California, including traffic engineering, transportation planning, traffic operations, corridor studies, intelligent transportation systems (ITS), traffic safety, and multimodal studies. TKJM's experience is broadest in the San Francisco Bay Area and San Joaquin Central Valley.

WRECO

Role Drainage and Hydromorphology

Registrations ACTC LBE, SLBE

Founded in 1995, **WRECO** provides specialty services in civil engineering, environmental compliance, geotechnical engineering, and water resources.

Their well-qualified staff of 48 professionals in four offices (Oakland, Walnut Creek, Sacramento, and Roseville) have been involved in more than 1,000 highway/water resources projects and more than 400 hydrologic and hydraulic studies on bridge/culvert crossings in California for various local, state, and federal agencies, including Alameda County, Caltrans District 4, and U.S. Army Corps of Engineers.

Parikh Consultants

Role

Geotechnical Investigations and Foundation Recommendations

Registrations ACTC LBE, SLBE

Parikh Consultants, Inc., (PCI) specializes in geotechnical services for City, County and State transportation and infrastructure projects. Parikh staff has worked on over 850 roadway, bridge, highway, interchange, pipeline, transit center, culvert, creek improvement, retaining wall, and sound wall projects. They have prepared PSR and PA/ED level studies and PS&E phase geotechnical reports and foundation reports. They have also prepared Phase I ISA studies and Geology/Seismicity sections for EIR/EIS documents. **They have worked on over \$3 Billion in completed projects throughout California.** PCI is staffed with 26 engineers, geologists, technicians and administrative personnel, each experienced in all phases of project development from conception through construction.

Ruggeri-Jensen-Azar

Role Survey and Right-of-Way Engineering

Registrations ACTC LBE

Ruggeri-Jensen-Azar (RJA) has been in business since 1995 providing civil engineering, planning and land surveying to public works and private sector clients. RJA will perform the work for this project from its Pleasanton office, which is staffed with 32 professionals, including up to 8 Field Survey Crews.

RJA has worked directly for the City of Newark and also on private sector projects in proximity to the proposed Central Avenue Overpass project. For the City, RJA provided professional consulting services for drainage facilities plan checking and for design of a retaining wall to replace a deteriorated seawall at Lakeshore Park.

PGAdesign

Role Landscape Architecture (If needed)

Registrations ACTC LBE, SLBE, VSLBE

Founded in 1979, **PGAdesign, Inc. (PGA)** is an award-winning landscape architecture studio that works collaboratively with public agencies, government entities and engineering partners.

This firm of 14 professional landscape architects plan and design sustainable outdoor environments for public

facilities and transportation projects, including streetscapes, transit corridors, highway connectors and interchanges, pedestrian bridges, gateways, and transit stations.

GeoCadd

Role Aerial Surveys

Registrations ACTC LBE, SLBE, VSLBE

Founded in 1993 and located in Fremont, **GeoCadd Aerial Surveys**, provides aerial mapping, aerial

photography, digital photogrammetry, and digital orthophoto data for civil engineering projects.

GeoCadd's staff has over 33 years of experience in the digital photogrammetry field producing large scale maps and high resolution digital orthophotos for engineering design and GIS applications. They have provided photogrammetric mapping and digital orthophotos for transportation (Caltrans specifications), land development, flood control, landfills, universities, park districts, environmental consultants, military bases, GIS mapping, and golf courses.

Key Staff

Tom Wintch, PE, TE | Project Manager

Education

B.S./Civil Engineering/ University of CA, Berkeley/1974

Registrations

Professional Civil Engineer, CA #28375; Traffic Engineer, CA #1169



Tom Wintch, PE, TE, has over 40 years of experience managing transportation infrastructure improvements throughout the San Francisco Bay Area. He has managed the successful completion of numerous preliminary engineering studies, environmental documents and construction PS&E for roadway, bridge, railroad grade separation, pedestrian and bicycle projects—many of which were funded with ACTC funds. In addition to his strong project management history, he is experienced in coordinating complex projects with numerous review and permitting agencies, sensitive utility relocations and extensive public outreach efforts including participating in public meetings and public hearings.

I-880 to Route 238 East West Connector, Fremont and Union City, CA. Project Manager for planning studies, preliminary engineering, Environmental Document, and final PS&E. This project includes planning and design for a combination of new roadways and improvements to existing roadways. The project also includes **2 railroad grade separations, one BART underpass, two crossings of Alameda Creek**, and one flood control channel crossing. The project had an extensive environmental and public involvement component. **This project was funded with ACTC funds.**

I-580/680 Direct Connector Project, Dublin and Pleasanton, CA. Project Manager for the conceptual engineering, preliminary engineering and construction PS&E of a 2-lane south-to-east connector from I-580 to I-680 and associated improvements. The project was developed to Caltrans and FHWA standards and was **funded by the Alameda County Transportation Authority (ACTC)** and local matching funds. In addition, the initial reconstruction project included three new

access ramps to I-680 in the City of Dublin and the upgrading of two existing direct connector ramps from one lane to two lanes. Mr. Wintch successfully managed a team of in-house staff and 10 subconsultant firms. The design effort included civil and structural engineering, staging, traffic handling, hydraulics and drainage, utility relocation, and geotechnical and materials investigations. Under Mr. Wintch's direction, the design team was able to save the Authority \$15 million through value engineering.

I-880/5th Street Viaduct, Oakland, CA. Project Manager for the preliminary engineering and environmental document for the reconstruction of the I-880/5th viaduct in the City of Oakland. The viaduct crosses over several UPRR tracks, which required extensive coordination with the railroad. Traffic handling, utility relocations and the presence of hazardous materials within the railroad right of way presented significant design challenges.

Embarcadero Bridge Replacement at Lake Merritt Channel, Oakland, CA. Project Manager of all planning and engineering services for the design and construction. The **project site is bounded by railroad tracks** and major utilities. Design considerations included providing sufficient freeboard for boating activities, improved pedestrian and bike access, and an aesthetically pleasing design consistent with the Oakland Estuary Plan.

I-238 Widening between I-580 and I-880, Alameda County CA. Technical Director responsible for all design elements of this complex widening project. The widening constructed new pavement, retaining walls and soundwalls and bridges along

this “lifeline” route. Coordination with UPRR was required as one bridge spanned their mainline Oakland Subdivision tracks. **This project was funded with ACTC funds.**

State Route 4 Widening – Segment 3A Cavallo Road Undercrossing, Antioch, CA. Project Manager responsible for developing the PS&E package for the State Route 4 widening project. The project included the replacement of two highway undercrossings, constructing two new eBART underpasses in the freeway median; replacement of an existing pedestrian tunnel underneath SR4, and approximately 9,600 feet of retaining walls with soundwall on top.

880 Freeway Improvements, Alameda County, CA - Deputy Project Director responsible for all technical work for this

\$150 million improvement project along an 11-mile corridor of I-880 in southern Alameda County. **The improvements were funded by ACTC Measure B funds.** Task work included a preliminary corridor report, conceptual geometrics, identification of fundable stage improvements, signing, striping, and drainage. The overall project included widening 11 miles of freeway; reconstruction of five interchanges, an overcrossing, **and a railroad underpass**; and construction of approximately 6 miles of soundwalls. Sensitive environmental impacts regarding wetlands mitigation, stream alterations, air quality, noise, and traffic mitigation were addressed in the project design.

Jeff Olson, PE | Lead Bridge Engineer

Education

B.S./Civil Engineering/University of California, Davis/1983

Registrations

Professional Civil Engineer, CA #42728, OR #74544, WA #47494



With 31 years of experience, Jeff Olson has led the bridge design for over \$300 million worth of transportation projects in California, Oregon, and Washington. He has been responsible for preliminary and final designs, plans, and specifications and estimates for design projects involving more than 300 structures. Among his experience, Jeff has completed over a dozen projects over various railroads, including half a dozen over the Union Pacific Railroad (UPRR).

Niles Boulevard Overhead, Fremont, CA. Project Manager and Lead Bridge Engineer responsible for the replacement of a seismically deficient structure over the Bay Area Rapid Transit and UPRR. The new bridge, currently under construction, will be a 515' long, four-span, post-tensioned, CIP concrete box girder bridge constructed adjacent to the existing to allow traffic to continue to traverse the site during construction.

Jack Tone Road Grade Separation Project, San Joaquin County, CA. Project Manager and Lead Bridge Engineer for this project to elevate Jack Tone Road over the Burlington Northern Santa Fe Railway southeast of Stockton. This project included a preliminary phase that evaluated alternative alignments, alternative bridge types, and alternative bridge configurations to span both the railroad and the creek (South Littlejohns Creek). The new structure is a 700-foot-long, six-span, prestressed concrete box girder bridge. The 3,000' long new roadway and bridge were constructed on a parallel alignment to allow the road to remain open during construction.

Mountain View Overhead Widening, Santa Clara County, CA. Lead Bridge Engineer responsible for the PS&E of this

seven-span reinforced concrete box girder and reinforced concrete “T” beam bridge widening that linked two parallel bridges into a single, 112-foot-wide structure over CalTrain. As part of this project, a seismic assessment and retrofit PS&E of the existing bridges was also completed.

Hoquorton Slough Bridge Replacement, Tillamook, OR. Lead Bridge Engineer for the 150' long 82' wide precast concrete girder bridge supported on drilled shaft foundations. The soils beneath the roadway are extremely weak and were the cause of ongoing settlement at the existing bridge for over 50 years, settling several feet over time. The new bridge approach comprises **Mechanically Stabilized Embankment walls with lightweight cellular concrete embankment** material that enabled the new roadway to be raised nearly 10' to improve the clearance over the slough without adding any additional load to the weak subsurface soils. This alternative was determined to be significantly cheaper than wick drains and embankment surcharge loadings to compress the soils that would have taken up two years to consolidate.

Towle Overhead Widening, Placer County, CA. Bridge Engineer for the widening, re-decking, and strengthening of twin parallel, three-span, precast concrete girder bridges over UPRR. The decks of the existing bridges were replaced, the two bridges were linked into one by a median widening and the bents were converted to pier walls to allow permit live loads to be carried by the structure.

Edna Overhead Widening, San Luis Obispo County, CA. Project Manager and Lead Bridge Engineer for the preliminary design of the widening of this three span precast I-girder bridge over UPRR that was part of a project to widen

1.7 miles of Price Canyon Road to provide a Class II bikeway from Pismo Beach to San Luis Obispo.

North Powder Bridge Rehabilitation, Union County, OR.
Project Manager and Lead Bridge Engineer on this project on I-84 to rehabilitate the eastbound structure over UPRR. Rehabilitation of the 186' long three span T-beam bridge included a deck overlay, rail replacement, and girder and substructure strengthening adjacent to UPRR tracks.

Roosevelt Ave Pedestrian Bridge over UPRR, Eugene, OR.
Lead Bridge Engineer for this 256' long three-span pedestrian bridge over UPRR. The bridge spans the railroad right of way completely and is supported on drilled shafts to minimize the

span length and structure depth to keep the pedestrian path profile as low as possible.

Port of Los Angeles (POLA) Pier 400 Access Road, Los Angeles, CA. Bridge Engineering responsible for the design of a two-mile roadway network that provided access from State Route 47 on its north end to a container terminal on the south end. The project included approximately 10,000 linear feet of **Mechanically Stabilized Embankment walls up to 40' tall** that support the roadway, and two 400-foot long POLA railroad tunnels. Also provided independent design check for the 345' long, 80' wide three-span cast-in-place prestressed concrete box girder bridge over POLA tracks.

Howard E. Michael, PE | Lead Roadway Engineer

Education

B.S./Civil Engineering/California State University, Sacramento/1993
A.A./Architecture/Bakersfield College/1984

Registrations

Professional Civil Engineer CA #52588



With over 32 years of experience in the management, engineering and construction of civil transportation facilities. Howard has participated in every aspect of project delivery from the planning stage to the design phase, including management of multi-disciplined subconsultant teams; development of project approval and environmental documents (PA&ED); preparation of conceptual designs and funding studies; preliminary design for environmental clearance and permitting; scope of work and labor estimates; project scheduling; preparation of PS&E and bid packages; and construction engineering. His project experience includes rural and urban highway design/geometrics; bridge design, replacement and/or rehabilitation; tunnel design; civil site and structural design for pump stations, water treatment plants and associated operations buildings; water system improvements; pipeline design; and structural design for a variety of building types.

11th St East Tracy OH Replacement, City of Tracy, CA - Roadway Engineer for the Cost Analysis, Seismic Retrofit Strategy, preliminary environmental assessment, Advanced Planning Studies preparation, and PS&E for the 11th Street East Tracy Overhead Bridge located on East 11th Street at the **Union Pacific Railroad** tracks. Services included securing Proposition 1B funding (\$13,000,000 of additional funding was obtained), and justifying replacement to Caltrans. Howard established a unique approach to the replacement bridge type and staging that resulted in several millions of dollars savings to the project

Woollomes/State Route 99 Interchange Upgrade Project, City of Delano, CA - Project Manager for the widening of one off-ramp and realigning and widening of three on-ramps. New traffic signals will be installed at the ramp termini's and interconnected with the nearby **Union Pacific**

Railroad at grade crossing signals. One local street will be severed with the ramp realignments and become a cul-de-sac.

Atkinson Street Widening, City of Roseville, CA - Project Manager for the Atkinson Street Widening project over Dry Creek. This project includes environmental clearance, public outreach, traffic studies, drainage studies, utility potholing, surveys and right of way engineering and acquisition support as well as roadway engineering for the 1.5-mile long widening of this two lane roadway to five lanes and the addition of a connector ramp from Atkinson St. to Foothills Boulevard with retaining walls.

Caltrans, District 03 On-Call, Northern Region, CA - Task Order Manager for several projects throughout Placer County in the Sierra Nevada region and on Interstate 80 and within the Tahoe Basin on State Routes 89 and 267, totaling eight different projects with a total estimated construction cost of \$400 million. These projects involve roadway improvements such as shoulder widening, curve corrections, roadway realignment, roadway widening for additional lanes, incorporation of drainage systems involving sand vaults and traps.

I-80 at Douglas Boulevard Interchange Upgrade, Roseville, CA - Project Manager for the Project Report and PS&E for the interchange upgrade as well as follow-on construction engineering support. The project was developed to convey heavy traffic movements on and off of Interstate 80 and through the major intersections on each side of the Interstate using a 600-foot connector structure, a 900-foot tunnel on-ramp, and modifications and realignments to six direct and loop on-ramps and off-ramps. This \$35 million project included extensive public

outreach, and included several intersection improvements, impacted parking which required construction of new and reconstruction of existing parking lots to mitigate loss of parking, and property acquisition for such.

Nelson Lane Road Bridge Replacement and Roadway Widening Project (HBP), City of Lincoln CA - Project Manager of this fast track project for 3,400 feet of roadway widening, 2,000 feet of which was approved as participating with HBP funding, and bridge replacement over Markham Ravine. The roadway was widened to accommodate an increase in traffic from 1100 ADT to

14,000 ADT that was experienced when the SR 65 Lincoln Bypass was opened by Caltrans. The existing narrow two lane roadway without shoulders and very narrow bridge are insufficient to accommodate the increase in traffic. The project was expedited due to the immediate change in traffic demand. Coordinated with Caltrans and Placer County for project approvals. Coordination aspects include public outreach, right of way acquisition, hydraulic analysis, traffic study, geotechnical services, environmental documentation and permitting, bridge and roadway design, and electrical design.

EXHIBIT D

***LOCAL BUSINESS CONTRACT EQUITY
PROGRAM CERTIFICATES***



APR 1 2015

1111 Broadway, Suite 800, Oakland, CA 94607 • 510.208.7400 • www.AlamedaCTC.org

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Mayor Carol Dutra-Vernaci

Executive Director
Arthur L. Dao

March 30, 2015

Rae Quigley
Circlepoint
1814 Franklin Street, Suite 1000
Oakland, CA 94612

**RE: CERTIFICATION WITH THE ALAMEDA COUNTY
TRANSPORTATION COMMISSION**

Dear Ms. Quigley:

CONGRATULATIONS! After careful review of your application we have determined that your company meets the criteria for certification as a **Local Business Enterprise**. Your firm is now registered with the Commission and will be eligible to meet participation goals.

Your certification is effective as of **March 30, 2015**, and will expire **March 31, 2017**. You must notify the Alameda CTC if changes occur in the location or ownership of your business within the two year certification period. The Alameda CTC reserves the right to request additional information and to conduct an on-site visit for the purpose of verifying information contained in your application during the certification term.

Please feel free to contact the Certification Coordinator should you have any questions or require additional information. She can be reached at (510) 208-7466, or via email at Certification@AlamedaCTC.org.

Sincerely,

Seung Cho
Contracting, Administration, and Fiscal Resource Manager



Commission Chair
Supervisor Scott Haggerty, District 1

Commission Vice Chair
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City of Oakland

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Mayor Carol Dutra-Vernacl

Executive Director
Arthur L. Dao

October 30, 2014

Sandra Williamson
Geocadd, Inc.
37428 Centralmont Place
Fremont, CA 94536

**RE: CERTIFICATION WITH THE ALAMEDA COUNTY
TRANSPORTATION COMMISSION**

Dear Ms. Williamson:

CONGRATULATIONS! After careful review of your application we have determined that your company meets the criteria for certification as a **Local, Small Local and Very Small Local Business Enterprise**. Your firm is now registered with the Commission and will be eligible to meet participation goals.

Your certification will expire **October 31, 2016**. You must notify the Alameda CTC if changes occur in the location or ownership of your business within the two year certification period. The Alameda CTC reserves the right to request additional information and to conduct an on-site visit for the purpose of verifying information contained in your application during the certification term.

Please feel free to contact the Certification Coordinator should you have any questions or require additional information. She can be reached at (510) 208-7466, or via email at Certification@AlamedaCTC.org.

Sincerely,

Seung Cho
Contracting, Administration, and Fiscal Resource Manager



Commission Chair
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Executive Director
Arthur L. Dao

December 8, 2014

Ethan Hartsell
JMA Civil, Inc.
4725 First Street, Ste. 215
Pleasanton, CA 94566

**RE: CERTIFICATION WITH THE ALAMEDA COUNTY
TRANSPORTATION COMMISSION**

Dear Mr. Hartsell:

CONGRATULATIONS! After careful review of your application we have determined that your company meets the criteria for certification as a **Local, Small Local and Very Small Local Business Enterprise**. Your firm is now registered with the Commission and will be eligible to meet participation goals.

Your certification is effective as of **December 8, 2014**, and will expire **December 31, 2016**. You must notify the Alameda CTC if changes occur in the location or ownership of your business within the two year certification period. The Alameda CTC reserves the right to request additional information and to conduct an on-site visit for the purpose of verifying information contained in your application during the certification term.

Please feel free to contact the Certification Coordinator should you have any questions or require additional information. She can be reached at (510) 208-7466, or via email at Certification@AlamedaCTC.org.

Sincerely,

Seung Cho
Contracting, Administration, and Fiscal Resource Manager



Commission Chair
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Executive Director
Arthur L. Dao

June 4, 2014

Gary Parikh
PARIKH Consultants, Inc.
1330 Broadway, Suite 712
Oakland, CA 94612

**RE: CERTIFICATION WITH THE ALAMEDA COUNTY TRANSPORTATION
COMMISSION**

Dear Mr. Parikh:

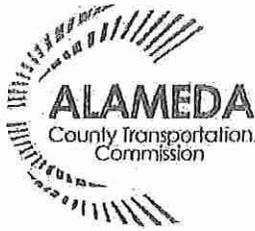
CONGRATULATIONS! After careful review of your application we have determined that your company meets the criteria for certification as a **Local and Small Local Business Enterprise**. Your firm is now registered with the Commission and will be eligible to meet participation goals.

Your certification will expire on **June 30, 2016**. You must notify the Alameda CTC if changes occur in the location or ownership of your business within the two year certification period. The Alameda CTC reserves the right to request additional information and to conduct an on-site visit for the purpose of verifying information contained in your application during the certification term.

Please feel free to contact the Certification Coordinator should you have any questions or require additional information. She can be reached at (510) 208-7466, or via email at Certification@AlamedaCTC.org.

Sincerely,

Seung Cho
Contracting, Administration, and Fiscal Resource Manager



Commission Chair
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Executive Director
Arthur L. Dao

December 15, 2014

Cathy Garrett
PGA Design, Inc.
444 17th Street
Oakland, CA 94612

**RE: CERTIFICATION WITH THE ALAMEDA COUNTY
TRANSPORTATION COMMISSION**

Dear Ms. Garrett:

CONGRATULATIONS! After careful review of your application we have determined that your company meets the criteria for certification as a **Local, Small Local and Very Small Local Business Enterprise**. Your firm is now registered with the Commission and will be eligible to meet participation goals.

Your certification is effective as of **December 15, 2014**, and will expire **December 31, 2016**. You must notify the Alameda CTC if changes occur in the location or ownership of your business within the two year certification period. The Alameda CTC reserves the right to request additional information and to conduct an on-site visit for the purpose of verifying information contained in your application during the certification term.

Please feel free to contact the Certification Coordinator should you have any questions or require additional information. She can be reached at (510) 208-7466, or via email at Certification@AlamedaCTC.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Seung Cho".

Seung Cho
Contracting, Administration, and Fiscal Resource Manager



Commission Chair
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Mayor Carol Dutra-Vernaci

Executive Director
Arthur L. Dao

June 4, 2014

Thomas Wintch
Quincy Engineering
4690 Chabot Dr., #220
Pleasanton, CA 94588

RE: CERTIFICATION WITH THE ALAMEDA COUNTY TRANSPORTATION COMMISSION

Dear Mr. Wintch:

CONGRATULATIONS! After careful review of your application we have determined that your company meets the criteria for certification as a **Local Business Enterprise**. Your firm is now registered with the Commission and will be eligible to meet participation goals.

Your certification will expire **June 30, 2016**. You must notify the Alameda CTC if changes occur in the location or ownership of your business within the two year certification period. The Alameda CTC reserves the right to request additional information and to conduct an on-site visit for the purpose of verifying information contained in your application during the certification term.

Please feel free to contact the Certification Coordinator should you have any questions or require additional information. She can be reached at (510) 208-7466, or via email at Certification@AlamedaCTC.org.

Sincerely,

Seung Cho
Contracting, Administration, and Fiscal Resource Manager



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Executive Director
Arthur L. Dao

March 28, 2014

Joanne Wilson
Ruggieri-Jensen-Azar
4690 Chabot Drive, Suite 200
Pleasanton, CA 94588

RE: CERTIFICATION WITH THE ALAMEDA COUNTY TRANSPORTATION COMMISSION

Dear Ms. Wilson:

CONGRATULATIONS! After careful review of your application we have determined that your company meets the criteria for certification as a **Local Business Enterprise**. Your firm is now registered with the Commission and will be eligible to meet participation goals.

Your certification will expire **March 31, 2016**. You must notify the Alameda CTC if changes occur in the location or ownership of your business within the two year certification period. The Alameda CTC reserves the right to request additional information and to conduct an on-site visit for the purpose of verifying information contained in your application during the certification term.

Please feel free to contact the Certification Coordinator should you have any questions or require additional information. She can be reached at (510) 208-7466, or via email at Certification@AlamedaCTC.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Seung Cho". The signature is fluid and cursive.

Seung Cho
Contracting, Administration, and Fiscal Resource Manager



Commission Chair
Supervisor Scott Haggerty, District 1

Commission Vice Chair
Councilmember Rebecca Kaplan,
City of Oakland

AC Transit
Director Elsa Ortiz

Alameda County
Supervisor Richard Valle, District 2
Supervisor Wilma Chan, District 3
Supervisor Nate Miley, District 4
Supervisor Kelth Carson, District 5

BART
Director Thomas Blalock

City of Alameda
Mayor Trish Spencer

City of Albany
Vice Mayor Peter Maass

City of Berkeley
Councilmember Laurie Capitelli

City of Dublin
Mayor David Haubert

City of Emeryville
Mayor Ruth Atkin

City of Fremont
Mayor Bill Harrison

City of Hayward
Mayor Barbara Halliday

City of Livermore
Mayor John Marchand

City of Newark
Councilmember Luis Freitas

City of Oakland
Councilmember Dan Kalb

City of Piedmont
Mayor Margaret Fujlola

City of Pleasanton
Mayor Jerry Thome

City of San Leandro
Mayor Pauline Cutter

City of Union City
Mayor Carol Dutra-Vernaci

Executive Director
Arthur L. Dao

June 11, 2015

Nayan Amin
TJKM
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

**RE: CERTIFICATION WITH THE ALAMEDA COUNTY
TRANSPORTATION COMMISSION**

Dear Mr. Amin:

CONGRATULATIONS! After careful review of your application we have determined that your company meets the criteria for certification as a **Local and Small Local Business Enterprise**. Your firm is now registered with the Commission and will be eligible to meet participation goals.

Your certification is effective as of **June 11, 2015**, and will expire **June 30, 2017**. You must notify the Alameda CTC if changes occur in the location or ownership of your business within the two year certification period. The Alameda CTC reserves the right to request additional information and to conduct an on-site visit for the purpose of verifying information contained in your application during the certification term.

Please feel free to contact the Certification Coordinator should you have any questions or require additional information. She can be reached at (510) 208-7466, or via email at Certification@AlamedaCTC.org.

Sincerely,

Seung Cho
Contracting, Administration, and Fiscal Resource Manager

TJKM
JUN 18 2015
RECEIVED



Commission Chair
Supervisor Scott Haggerly, District 1

Commission Vice Chair
Councilmember Rebecca Kaplan,
City of Oakland

AC Transit
Director Elsa Ortiz

Alameda County
Supervisor Richard Valle, District 2
Supervisor Wilma Chan, District 3
Supervisor Nate Meyer, District 4
Supervisor Keith Carson, District 5

BART
Director Thomas Blalock

City of Alameda
Mayor Marie Gilmore

City of Albany
Vice Mayor Peter Maass

City of Berkeley
Councilmember Laurie Capitelli

City of Dublin
Mayor Tim Sbrantl

City of Emeryville
Vice Mayor Ruth Atkin

City of Fremont
Mayor Bill Harrison

City of Hayward
Mayor Barbara Halliday

City of Livermore
Mayor John Marchand

City of Newark
Councilmember Luis Freitas

City of Oakland
Vice Mayor Larry Reid

City of Piedmont
Mayor Margaret Fujjoka

City of Pleasanton
Mayor Jerry Thorne

City of San Leandro
Councilmember Michael Gregory

City of Union City
Mayor Carol Dutra-Vernaci

Executive Director
Arthur L. Dao

November 21, 2014

Han-Bin Liang
WRECO
1814 Franklin Street, Suite 608
Oakland, CA 94612

**RE: CERTIFICATION WITH THE ALAMEDA COUNTY
TRANSPORTATION COMMISSION**

Dear Mr. Liang:

CONGRATULATIONS! After careful review of your application we have determined that your company meets the criteria for certification as a **Local and Small Local Business Enterprise**. Your firm is now registered with the Commission and will be eligible to meet participation goals.

Your certification is effective as of **November 21, 2014**, and will expire **November 30, 2016**. You must notify the Alameda CTC if changes occur in the location or ownership of your business within the two year certification period. The Alameda CTC reserves the right to request additional information and to conduct an on-site visit for the purpose of verifying information contained in your application during the certification term.

Please feel free to contact the Certification Coordinator should you have any questions or require additional information. She can be reached at (510) 208-7466, or via email at Certification@AlamedaCTC.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Seung Cho". The signature is fluid and cursive.

Seung Cho
Contracting, Administration, and Fiscal Resource Manager

F.10 Approval of solid waste collection and recycling services maximum rates for 2016 with an increase of 3.4% over 2015 maximum rates – from Administrative Services Director Woodstock. (RESOLUTION)

Background/Discussion – The City’s agreements with Republic Services, Inc., for solid waste collection and recycling and with BLT Enterprises of Fremont for waste transfer services, include provisions for an annual adjustment set by formula based on relevant consumer price indices (CPI). The City sets the maximum limits for the rates with the final rates set by Republic Services.

Each of the relevant indices are applied to different portions of the rate to calculate the annual contractual rate adjustment. These price indices include (1) A CPI for Garbage and Trash Collection which was 1.45% for the period between August 2014 and August 2015; (2) A Compressed Natural Gas Service Index which was 4.60% for the same period; and (3) An increase on the disposal costs at the Fremont Transfer Station (BLT), which will be 0.27% on July 1, 2016. The resulting total rate increase with each index applied to the appropriate part of the rate equates to a rate increase of 1.50% effective January 1, 2016.

In addition to the annual contractual adjustment indicated above, Staff is proposing to smooth in the remaining part of the settlement costs from the agreement reached with BLT in 2014. In 2015, part of the cost of the settlement was smoothed into the rates and the Waste Augmentation Fund was used to offset the other portion of the costs of the settlement. Adding the remaining portion of the settlement into the rates will increase the rates by 1.9% above the annual contractual adjustment shown above. The total proposed rate increase is 3.4%.

The average household that uses a 32-gallon cart will see a \$0.98 per month increase. Approximately 75% of residential households subscribe to the 32-gallon cart size. Commercial customers with the average 3-yard bin with a once-a-week pick-up will see an increase of \$10.54 per month. Approximately 33% of commercial customers use this size bin with varying pick-up frequency.

Attachment

Action - It is recommended that the City Council, by resolution, establish the maximum limit for rates for solid waste collection and recycling services for Calendar Year 2016.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ESTABLISHING MAXIMUM RATES FOR SOLID
WASTE COLLECTION AND RECYCLING SERVICES

WHEREAS, the Agreement between the City of Newark and Allied Waste Services of North America (Republic Services) for the collection of solid waste and recycling services dated January 15, 2013 provides for an annual rate adjustment effective January 1 of each year; and

WHEREAS, the City of Newark entered into an agreement with BLT Enterprises of Fremont, LLC on September 27, 2007, for transfer services, which includes provisions for annual rate adjustments effective July 1 of each year; and

WHEREAS, these rate adjustments include a factor for collection costs and disposal costs; and

WHEREAS, the Newark City Council approved a settlement with BLT Enterprises of Fremont, LLC in 2014.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Newark that in accordance with the Agreement between the City of Newark and Republic Services for solid waste collection and recycling services dated January 2013, and pursuant to Chapters 8.04 and 8.08, Title 8, of the Newark Municipal Code, and, further, in accordance with the First Amendment to the Service Agreement dated June 30, 2014 between the City of Newark and BLT Enterprises of Fremont, LLC., fees and rates for solid waste collection and recycling services shall not exceed that established in Exhibit L attached hereto and incorporated herein by reference, which is made a part hereof as though set forth at length;

BE IT FURTHER RESOLVED that the full cost of the contractual settlement has been incorporated into Exhibit L:

BE IT FURTHER RESOLVED that any portion of Resolution No. 10,294 setting maximum for fees and rates for solid waste collection and recycling services is hereby rescinded and that if any provisions contained herein are found to be in conflict with provisions of Resolution No. 10,294 or any other previous resolution, the provisions herein shall prevail.

NEW EXHIBIT L
Maximum Rates Approved by City for Rate Period Three
(Effective January 1, 2016)

All references to Contractor and the Maximum Rates established herein are as a result of City's contract for collection of garbage, recyclables, and organic materials and shall be deemed Maximum Rates as established by City effective January 1, 2016.

A. SINGLE-FAMILY CART SERVICE

Single-Family Customers include single-family premises and each unit of a duplex, triplex, townhouse or condominium which receives individual Cart collection services.

CURBSIDE SERVICES	CONTAINER SIZE			
	20 GAL	32 GAL	64 GAL	96 GAL
(A) Basic Service	\$26.89	\$29.89	\$52.94	\$75.97
(B) Lifeline/Senior Rate	\$22.86	\$25.41	\$45.00	\$64.57
(C) Extra Solid Waste Cart	n/a	\$17.93	\$31.74	\$45.55
(D) Extra Yardwaste Cart	n/a	n/a	\$7.48	n/a
(E) Extra Recyclables Cart	n/a	n/a	\$4.49	n/a

*BACKYARD SERVICES	CONTAINER SIZE			
	20 GAL	32 GAL	64 GAL	96 GAL
(A) Basic Service	\$40.34	\$44.83	\$79.41	\$113.95
(B) Lifeline/Senior Rate	\$34.29	\$38.11	\$67.50	\$96.85
(C) Extra Solid Waste Cart	n/a	\$26.90	\$47.62	\$68.32
(D) Extra Yardwaste Cart	n/a	n/a	\$26.90	n/a
(E) Extra Recyclables Cart	n/a	n/a	\$26.90	n/a

(A) Basic Service

Weekly curbside collection of refuse, recyclables and yard waste in containers provided by the Contractor. Customers may select their level of refuse service according to the container options available. All customers will be issued a 64-gallon container for yardwaste and food scraps collection and a 64-gallon container for recyclables collection.

(B) Lifeline and Senior Rates

Weekly curbside collection of refuse, recyclables and yard waste in containers provided by the Contractor. Customers may select their level of refuse service according to the container options available. All customers will be issued a 64-gallon container for yardwaste and food scraps collection and a 64-gallon container for recyclables collection. These rates will be available for eligible, low-income customers demonstrating that they receive assistance under PG&E's Low Income Rate Payer Assistance program. These rates will also be available for senior citizens, age 65 and above.

(C,D,E) Additional Containers

Customers may subscribe to additional weekly refuse, yard waste or recycling service by requesting one or more extra Carts in the sizes listed above.

*Backyard services are available for an additional cost. Drivers cannot services containers behind locked gates or structures. Disabled residents may apply for an exemption from the additional fee.

NEW EXHIBIT L

Maximum Rates Approved by City for Rate Period Three

B. MULTI-FAMILY CART SERVICE

Multi-Family Customers include any Residential premises (other than Single-Family Premises), which have centralized collection services. Each unit of a duplex, triplex, townhouse or condominium that receives individual collection services is considered a Single-Family Premises and charged Single-Family Rates.

CART SIZE	MATERIAL	COLLECTIONS PER WEEK					
		1X	2X	3X	4X	5X	6X
32-Gallons	Refuse	\$22.76	\$46.42	\$70.99	\$96.48	\$122.88	\$150.19
64-Gallons	Refuse	\$40.27	\$82.16	\$125.66	\$170.78	\$217.50	\$265.83
96-Gallons	Refuse	\$57.80	\$117.91	\$180.33	\$245.07	\$312.11	\$381.47
32-Gallons	Recyclables	\$11.37	\$23.21	\$35.51	\$48.24	\$61.44	\$75.09
64-Gallons	Recyclables	\$20.13	\$41.08	\$62.84	\$85.39	\$108.76	\$132.92
96-Gallons	Recyclables	\$28.90	\$58.96	\$90.18	\$122.54	\$156.05	\$190.73
32-Gallons	Yardwaste	\$17.07	\$34.81	\$53.24	\$72.37	\$92.16	n/a
64-Gallons	Yardwaste	\$30.20	\$61.63	\$94.25	\$128.08	\$163.12	n/a
96-Gallons	Yardwaste	\$43.36	\$88.44	\$135.25	\$183.80	\$234.09	n/a

C. MULTI-FAMILY FRONT-LOAD BIN AND COMPACTOR SERVICE

Multi-Family Customers include any Residential premises (other than Single-Family Premises), which have centralized collection services. Each unit of a duplex, triplex, townhouse or condominium that receives individual collection services is considered a Single-Family Premises and charged Single-Family Rates.

REFUSE BINS*	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$121.12	\$247.03	\$377.91	\$513.43	\$654.06	\$799.22
2 cubic yard container	\$226.66	\$462.38	\$619.45	\$961.03	\$1,223.96	\$1,495.95
3 cubic yard container	\$320.45	\$597.11	\$873.90	\$1,281.76	\$1,602.19	\$1,922.63
4 cubic yard container	\$419.90	\$788.86	\$1,157.99	\$1,679.59	\$2,099.49	\$2,519.37
6 cubic yard container	\$627.46	\$1,181.06	\$1,734.57	\$2,509.83	\$3,137.29	\$3,764.75
7 cubic yard container	\$719.79	\$1,365.61	\$2,159.35	\$2,879.13	\$3,598.91	\$4,318.69

RECYCLING BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$48.44	\$98.81	\$151.16	\$205.37	\$261.62	\$319.69
2 cubic yard container	\$90.67	\$184.95	\$247.78	\$384.41	\$489.58	\$598.38
3 cubic yard container	\$128.17	\$238.84	\$349.56	\$512.70	\$640.87	\$769.05
4 cubic yard container	\$167.96	\$315.55	\$463.20	\$671.84	\$839.79	\$1,007.75
6 cubic yard container	\$250.98	\$472.42	\$693.82	\$1,003.93	\$1,254.92	\$1,505.90
7 cubic yard container	\$287.92	\$546.24	\$863.74	\$1,151.65	\$1,439.57	\$1,727.48

YARD WASTE BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$90.84	\$185.28	\$283.43	\$385.07	\$490.54	\$0.00
2 cubic yard container	\$170.00	\$346.79	\$464.59	\$720.77	\$917.96	\$0.00
3 cubic yard container	\$240.33	\$447.84	\$655.42	\$961.32	\$1,201.64	\$0.00

*Customer owned front-load refuse compactors will be charged 2 times the refuse bin rates listed in the above table.

**Customer owned front-load recycling compactors will be charged 50% of the refuse bin rates listed the above table.

NEW EXHIBIT L
Maximum Rates Approved by City for Rate Period Three

D. COMMERCIAL CART SERVICE

CART SIZE	MATERIAL	COLLECTIONS PER WEEK					
		1X	2X	3X	4X	5X	6X
32-Gallons	Refuse	\$22.76	\$46.42	\$70.99	\$96.48	\$122.88	\$150.19
64-Gallons	Refuse	\$40.27	\$82.16	\$125.66	\$170.78	\$217.50	\$265.83
96-Gallons	Refuse	\$57.80	\$117.91	\$180.33	\$245.07	\$312.11	\$381.47
32-Gallons	Recyclables	\$11.37	\$23.21	\$35.51	\$48.24	\$61.44	\$75.09
64-Gallons	Recyclables	\$20.13	\$41.08	\$62.84	\$85.39	\$108.76	\$132.92
96-Gallons	Recyclables	\$28.90	\$58.96	\$90.18	\$122.54	\$156.05	\$190.73
32-Gallons	Yardwaste	\$17.07	\$34.81	\$53.24	\$72.37	\$92.16	n/a
64-Gallons	Yardwaste	\$30.20	\$61.63	\$94.25	\$128.08	\$163.12	n/a
96-Gallons	Yardwaste	\$43.36	\$88.44	\$135.25	\$183.80	\$234.09	n/a

E. COMMERCIAL FRONT-LOAD BIN AND COMPACTOR SERVICE

REFUSE BINS*	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$121.12	\$247.03	\$377.91	\$513.43	\$654.06	\$799.22
2 cubic yard container	\$226.66	\$462.38	\$619.45	\$961.03	\$1,223.96	\$1,495.95
3 cubic yard container	\$320.45	\$597.11	\$873.90	\$1,281.76	\$1,602.19	\$1,922.63
4 cubic yard container	\$419.90	\$788.86	\$1,157.99	\$1,679.59	\$2,099.49	\$2,519.37
6 cubic yard container	\$627.46	\$1,181.06	\$1,734.57	\$2,509.83	\$3,137.29	\$3,764.75
7 cubic yard container	\$719.79	\$1,365.61	\$2,159.35	\$2,879.13	\$3,598.91	\$4,318.69

RECYCLING BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$48.44	\$98.81	\$151.16	\$205.37	\$261.62	\$319.69
2 cubic yard container	\$90.67	\$184.95	\$247.78	\$384.41	\$489.58	\$598.38
3 cubic yard container	\$128.17	\$238.84	\$349.56	\$512.70	\$640.87	\$769.05
4 cubic yard container	\$167.96	\$315.55	\$463.20	\$671.84	\$839.79	\$1,007.75
6 cubic yard container	\$250.98	\$472.42	\$693.82	\$1,003.93	\$1,254.92	\$1,505.90
7 cubic yard container	\$287.92	\$546.24	\$863.74	\$1,151.65	\$1,439.57	\$1,727.48

YARD WASTE BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$90.84	\$185.28	\$283.43	\$385.07	\$490.54	\$0.00
2 cubic yard container	\$170.00	\$346.79	\$464.59	\$720.77	\$917.96	\$0.00
3 cubic yard container	\$240.33	\$447.84	\$655.42	\$961.32	\$1,201.64	\$0.00

*Customer owned front-load refuse compactors will be charged 2 times the refuse bin rates listed in the above table.

**Customer owned front-load recycling compactors will be charged 50% of the refuse bin rates listed the above table.

NEW EXHIBIT L
Maximum Rates Approved by City for Rate Period Three

F. DROP BOX CONTAINERS AND COMPACTOR SERVICES

DROP BOX SIZES	Tonnage Limit Per Pick-Up*	REFUSE	RECYCLING	YARDWASTE
6 cubic yard Drop Box	2.0	\$425.93	n/a	n/a
14 cubic yard Drop Box	2.0	\$425.93	\$212.96	\$319.44
20 cubic yard Drop Box	3.0	\$538.37	\$269.18	\$403.78
30 cubic yard Drop Box	5.0	\$763.26	\$381.63	\$572.44
40 cubic yard Drop Box	6.0	\$875.70	\$437.85	\$656.78
Excess Tonnage Rate	n.a.	\$112.45	\$67.41	\$67.41

CUSTOMER-OWNED COMPACTORS	Tonnage Limit Per Pick-Up*	REFUSE	RECYCLING	YARDWASTE
6 cubic yard Compactor	1.2	\$370.82	\$185.42	\$278.11
15 cubic yard Compactor	3.0	\$741.65	\$370.82	\$556.24
20 cubic yard Compactor	4.0	\$988.87	\$494.43	\$741.65
25 cubic yard Compactor	5.0	\$1,236.07	\$618.04	\$927.06
30 cubic yard Compactor	6.0	\$1,483.29	\$741.65	\$1,112.47
40 cubic yard Compactor	8.0	\$1,977.73	\$988.87	\$1,483.29
Excess Tonnage Rate	n.a.	\$112.45	\$67.41	\$67.41

If tonnage collected is greater than the tonnage limit listed in the above table, contractor may charge for tonnage in excess of the tonnage limit at the per-ton rate specified.

G. CONSTRUCTION AND DEMOLITION DEBRIS BOX SERVICE

DROP BOX SIZES	MATERIAL	BASE RATE PER PICK-UP	PER TON RATE*
6 cubic yard Drop Box	Dirt	\$275.18	\$45.74
6 cubic yard Drop Box	Concrete	\$275.18	\$45.74
14 cubic yard Drop Box	Wood	\$275.18	\$65.36
20 cubic yard Drop Box	Wood	\$275.18	\$65.36
30 cubic yard Drop Box	Wood	\$275.18	\$65.36
40 cubic yard Drop Box	Wood	\$275.18	\$65.36
14 cubic yard Drop Box	Recyclable C&D	\$275.18	\$91.47
20 cubic yard Drop Box	Recyclable C&D	\$275.18	\$91.47
30 cubic yard Drop Box	Recyclable C&D	\$275.18	\$91.47
40 cubic yard Drop Box	Recyclable C&D	\$275.18	\$91.47

*Contractor will charge customer for actual tonnage collected at the per-ton rate listed in the above table.

NEW EXHIBIT L
Maximum Rates Approved by City for Rate Period Three

H. ADDITIONAL SERVICES & RATES

ADDITIONAL SERVICES	RATE
Cost of pre-paid solid waste overage bags	\$10.78
Cost of pre-paid yardwaste overage bags	\$10.78
Extra On-Call Bulky Cleanup (more than three per year)	\$80.89
Cart replacement cost (more than once per year)	\$80.89
Cart delivery/pick-up (more than once per year)	\$53.92
Lost lock per container, per occurrence	\$32.35
Steam cleaning Bin/Cart (charge per visit)	\$134.81
Hourly Trip Charge (if driver must return due to Customer/Generator error, such as failure to place Container at point of Collection before Collection time, overfilled Container, incorrect Container placement, contaminated materials)	\$91.67
Push/pull charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	\$21.57
Lock/unlock charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	\$21.57
Extra refuse bin collection (per cubic yard rate per pick-up)	\$26.86
Extra recycling bin collections (per cubic yard rate per pick-up)	\$13.43
Extra yard waste bin collections (per cubic yard rate per pick-up)	\$20.14
Bin Lock Installation (new lock) per container, per occurrence	\$32.35
Overage charges Per-Cubic-Yard Rate, per occurrence	\$10.78
Container relocation charge per container, per occurrence	\$91.67
Push/pull charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	\$21.57
Lock/unlock charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	\$21.57
Daily drop box demurrage charge (rental charge if customer keeps Box longer than 7-days without pick-up or return)	\$25.43
Drop box placement charge	\$70.11
Drop box relocation charge	\$91.67
Drop box cancellation service	\$91.67
Drop box overage charge - Refuse (For Each Ton In Excess of Limits)	\$112.45
Drop box overage charge - Recyclables (For Each Ton In Excess of Limits)	\$67.41
Drop box overage charge - Yardwaste (For Each Ton In Excess of Limits)	\$67.41
Restart charge after 120-days late and service reduction	\$32.35
Late charge after 60-days past due	1.50%
Insufficient funds charge	\$32.35

**I.1 Appointment of Mayor Pro Tempore and authorization for the Mayor Pro Tempore to sign and endorse checks, warrants, and other instruments – from Mayor Nagy.
(MOTION)(RESOLUTION)**

Background/Discussion – During the latter part of the year, the City Council reorganizes by appointing one of its members to serve as Mayor Pro Tempore. After the Mayor Pro Tempore has been selected, a resolution authorizing the Mayor Pro Tempore to sign and endorse checks, warrants, and other instruments will need to be approved by the City Council.

Attachment

Action - It is recommended that the City Council: (1) by motion, appoint one of its members as Mayor Pro Tempore; and (2) by resolution, authorize the new Mayor Pro Tempore to sign and endorse checks, warrants, and other instruments.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING SIGNING AND ENDORSING
CHECKS, WARRANTS, AND OTHER INSTRUMENTS

WHEREAS, the Bank of America, Newark Office, is heretofore selected as a depository of the City's funds;

NOW, THEREFORE, BE IT RESOLVED that checks or warrants withdrawing funds from said depositories must have two signatures and may be signed by Alan L. Nagy, Mayor of the City of Newark; or by _____, Mayor Pro Tempore; or by John Becker, City Manager of the City of Newark; or by Susie Woodstock, Treasurer of the City of Newark; or by David Zehnder, Recreation and Community Services Director of the City of Newark;

BE IT FURTHER RESOLVED that the Bank of America, Newark Office, and Fremont Bank, Fremont Office, are authorized to honor and pay all the checks and warrants to the City of Newark, signed as provided herein, whether or not payable to the person or persons signing them; and that checks, warrants, drafts, bills of exchange and other evidence of indebtedness may be endorsed and deposited to the account of the City of Newark, by and of the foregoing or any other employee or agent of the City of Newark, and may be endorsed in writing or by stamp, with or without the designation of the person so endorsing;

BE IT FURTHER RESOLVED that the Protectograph Certifier signature impression of the Mayor, Alan L. Nagy; the Mayor Pro Tempore, _____, the City Manager, John Becker; the Treasurer, Susie Woodstock; and the Recreation and Community Services Director, David Zehnder shall be deemed their manual signatures for the purposes specified in this resolution;

BE IT FURTHER RESOLVED that all previous resolutions authorizing persons to sign checks on behalf of the City are hereby rescinded and no persons other than those set forth in this resolution are authorized to sign checks or other evidence of indebtedness on behalf of the City of Newark after said date.

I.2 Appointments of City Council Members to agencies, boards, commissions, and committees – from Mayor Nagy. (RESOLUTION)

Background/Discussion – On a yearly basis, the Mayor appoints City Council Members to various agencies, boards, commissions, and committees. The current appointments are listed for reference. The City Council should review the assignments and decide if they would like to make any changes for the upcoming year.

Alameda County Fire Advisory Commission	Council Members Bucci and Collazo – delegate and alternate
Alameda County Library Advisory Commission	Council Members Collazo and Mayor Nagy – delegate and alternate
Alameda-Contra Costa Transit District Policy Advisory Committee	Council Members Bucci and Hannon – delegates
Alameda County Transportation Commission	Council Members Freitas and Collazo – delegate and alternate
Alameda County Waste Management Authority Board/Stopwaste.org	Council Members Freitas and Hannon – delegate and alternate
Association of Bay Area Governments (ABAG)	Council Member Bucci and Mayor Nagy – delegate and alternate
Community Development Advisory Committee	Mayor Nagy and Council Member Freitas – delegates
Dumbarton Rail Policy Advisory Committee	Council Members Nagy and Bucci – delegate and alternate
Newark City Council –Board of Education Liaison Committee	Council Members Hannon and Collazo – delegates
Tri-City Elder Coalition	Mayor Nagy - delegate
Senior Citizen Standing Advisory Committee	Mayor Nagy delegate and chairperson
Southern Alameda County Geographic Information System Authority	Mayor Nagy - delegate Council Member Bucci - alternate

Tri-City Waste Facility Financing

Mayor Nagy and Council Member Hannon –
Authority delegates

Attachment

Action - It is recommended that the City Council, by resolution, approve the appointments to the various agencies, boards, commissions, and committees.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK CONFIRMING THE MAYOR'S APPOINTMENTS
TO VARIOUS AGENCIES, BOARDS, COMMISSIONS, AND
COMMITTEES

WHEREAS, the Mayor of the City of Newark has appointed representatives to the following agencies, boards, commissions, and committees:

Alameda County Fire Advisory Commission	delegate and alternate
Alameda County Library Advisory Commission	delegate and alternate
Alameda-Contra Costa Transit District Policy Advisory Committee	2 delegates
Alameda County Transportation Commission	delegate and alternate
Alameda County Waste Management Authority Board/Stopwaste.org	delegate and alternate
Association of Bay Area Governments (ABAG)	delegate and alternate
Community Development Advisory Committee	2 delegates
Dumbarton Rail Policy Advisory Committee	delegate and alternate
Newark City Council –Board of Education Liaison Committee	2 delegates
Tri-City Elder Coalition	delegate
Senior Citizen Standing Advisory Committee	delegate /chairperson
Southern Alameda County Geographic Information System Authority	delegate and alternate
Tri-City Waste Facility Financing	2 delegates

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves the Mayor's appointments.

I.3 Reappointment of Planning Commissioners Fitts and Otterstetter – from Mayor Nagy. (RESOLUTION)

Background/Discussion – Planning Commissioners William Fitts and Debbie Otterstetter’s terms will expire on December 31, 2015. Both Commissioners have requested a four year reappointment.

Attachment

Action - It is recommended that the City Council, by resolution, approve the reappointment of William Fitts and Debbie Otterstetter to the Newark Planning Commission, for a term to expire on December 31, 2019.

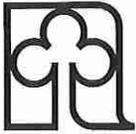
RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE REAPPOINTMENT OF
WILLIAM FITTS AND DEBBIE OTTERSTETTER TO THE
PLANNING COMMISSION

WHEREAS, William Fitts and Debbie Otterstetter, hereto appointed members of the Planning Commission, have terms expiring December 31, 2015; and

WHEREAS, the Mayor of the City of Newark has reappointed William Fitts and Debbie Otterstetter to said positions on the Planning Commission for a term expiring December 31, 2019;

NOW, THEREFORE, BE IT RESOLVED that said appointment is hereby approved by the City Council of the City of Newark.



City of Newark

MEMO

DATE: November 30, 2015
TO: City Council
FROM: Sheila Harrington, City Clerk *SH*
SUBJECT: Approval of Audited Demands for the City Council Meeting of December 10, 2015.

REGISTER OF AUDITED DEMANDS

Bank of America General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
November 4, 2015	Page 1	106250	Inclusive
November 6, 2015	Page 1	106251 to 106285	Inclusive
November 6, 2015	Pages 1-2	106286 to 106337	Inclusive
November 20, 2015	Pages 1-2	106338 to 106418	Inclusive

Final Disbursement List. Check Date 11/20/15, Due Date 11/30/15, Discount Date 11/30/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
106338	7922	AARP ATTN ANNETTE PAREDES	11/20/15	90.00	AARP MATURE DRIVING COURSE
106339	10223	ACCURINT	11/20/15	435.03	BACKGROUND CHECKS
106340	11094	ACME AUTO LEASING, LLC	11/20/15	1,909.44	ARMORED RESCUE VEH LEASE
106341	267	ADIRONDACK DIRECT	11/20/15	213.53	UB REPL CHAIR FOR REPORT WRITING
106342	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	11/20/15	136,529.15	QUINT OUTFITTING COST
106343	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	11/20/15	2,336.50	CITATION PROCESSING FEES
106344	4214	ALAMEDA COUNTY PUBLIC HEALTH LABORATORY	11/20/15	125.00	UB RABIES TESTING
106345	344	ALAMEDA COUNTY WATER DISTRICT	11/20/15	69,207.78	FY15-16 WATER USAGE
106346	411	AIG BENEFIT SOLUTIONS	11/20/15	676.20	ANNUAL PO FOR LIFE INSURANCE PREMIUMS
106347	348	AT&T	11/20/15	643.89	ANNUAL TELECOM FY2015-16
106348	147	AT&T MOBILITY	11/20/15	1,979.31	CELL SVC FOR MDT'S
106349	134	BATTERY SYSTEMS	11/20/15	200.78	FY15-16 BATTERIES
106350	4534	BAY AREA BARRICADE SERVICE INC	11/20/15	2,166.46	FY15-16 STEEL POSTS AND SIGNS
106351	9680	BAY CENTRAL PRINTING	11/20/15	70.23	BUSINESS CARDS
106352	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	11/20/15	1,929.00	SPORTS OFFICIATING
106353	23	FRANK BONETTI PLUMBING INC	11/20/15	187.50	PLUMBING AT LIBRARY
106354	214	CENTRAL VETERINARY HOSPITAL	11/20/15	1,518.48	VET SVCS
106355	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	11/20/15	451.23	FY15-16 FUEL CHARGES
106356	163	CHILDREN'S HOSPITAL - OAKLAND	11/20/15	662.00	VICTIM MEDICAL EXAMS
106357	2384	CLOVERLEAF FAMILY BOWL ATTENTION: MIKE H	11/20/15	396.00	Corp. Games Bowling
106358	10970	COCA COLA REFRESHMENTS UNION CITY SALES	11/20/15	326.70	CAFE PURCHASES
106359	1109	CAPITAL ONE COMMERCIAL	11/20/15	946.60	SUPPLIES
106360	10793	MARIA SILMARO	11/20/15	75.00	PARTIAL COURSE REFUND
106361	10793	CHERYL CHESTNUTT	11/20/15	215.00	RENTAL REFUND DEPOSIT
106362	10793	ARIANA ARANDA	11/20/15	100.00	RENTAL DEPOSIT REFUND
106363	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	11/20/15	43.75	PH NOTICE
106364	4411	AMY DAVIS	11/20/15	204.35	TEEN SUPPLIES
106365	7183	DEMARAY'S GYMNASTICS ACADEMY	11/20/15	318.50	RECREATION CONTRACT
106366	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	11/20/15	354.00	ANNUAL PO FOR FINGERPRINTING FEES
106367	5012	DLT SOLUTIONS, LLC	11/20/15	1,021.34	AUTODESK AUTOCAD RENEWAL FOR 2016
106368	11100	DU-ALL SAFETY	11/20/15	700.00	SAFETY TRAINING
106369	11015	EAST BAY LAWN MOWER	11/20/15	839.60	MISC EQUIP PARTS
106370	485	EDEN I&R INC	11/20/15	15,000.00	2-1-1 PHONE LINE SERVICE
106371	10725	MARICEL AFONSO	11/20/15	604.82	EE COMPUTER LOAN PROGRAM
106372	904	EMPLOYMENT DEVELOPMENT DEPARTMENT ATTN:	11/20/15	87.00	ANNUAL PO FOR UNEMPLOYMENT INSURANCE
106373	310	EQUIFAX INFORMATION SVCS LLC	11/20/15	50.42	ANNUAL PO FOR CREDIT REPORTS
106374	1120	FORENSIC ANALYTICAL SCIENCES, INC	11/20/15	436.00	LAB TESTS
106375	8273	FRANCISCO & ASSOCIATES INC	11/20/15	9,950.00	15/16 CONSULTING SERVICES
106376	313	FREMONT URGENT CARE CENTER	11/20/15	796.00	ANNUAL PO FOR PRE-EMPLOYMENT/DOT PHYSICA
106377	964	GALLS, LLC	11/20/15	123.15	POLOS
106378	7783	GOLDEN WEST TRAVEL INC	11/20/15	650.00	SARATOGA THEATRE
106379	10999	GURUS EDUCATIONAL SERVICES RITA KHURANA	11/20/15	488.00	RECREATION CONTRACT
106380	167	HARRIS COMPUTER SYSTEMS	11/20/15	3,078.36	SELECT FINANCE SYSTEM MAINTENANCE FY2015
106381	781	INSTITUTE OF TRANSPORTATION ENGINEERS	11/20/15	299.28	MEMBERSHIP RENEWAL FOR PEGGY CLAASSEN
106382	320	IPMA-HR INTERNATIONAL PUBLIC MANAGEMENT	11/20/15	802.25	POLICE RCE INCIDENT TEST BOOKLETS
106383	73	THE ED JONES CO INC	11/20/15	408.94	BADGES & INSIGNIA
106384	6009	JT2 INTEGRATED RESOURCES CORPORATE ACCOU	11/20/15	3,435.61	ANNUAL PO FOR WORKER'S COMP ADMINISTRATI
106385	6009	JT2 INTEGRATED RESOURCES ATTN: CLAIMS AC	11/20/15	21,753.62	ANNUAL PO FOR WORKER'S COMP TRUST FUND R
106386	11016	JUST EQUIPMENT CO	11/20/15	290.00	FY15-16 LIFT & JACK REPAIRS
106387	5069	KIDZ LOVE SOCCER	11/20/15	8,008.20	RECREATION CONTRACT
106388	7964	KNORR SYSTEMS INC	11/20/15	456.00	FY15-16 POOL HEATER REPAIRS/SERVICE

Final Disbursement List. Check Date 11/20/15, Due Date 11/30/15, Discount Date 11/30/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MI@R Check#	Vendor Number	Payee	Check Date	Check Amount	Description
106389	10943	KRONOS INCORPORATED	11/20/15	215.00	UB TELESTAFF UPGRADE
106390	293	LANGUAGE LINE SERVICES INC	11/20/15	212.67	INTERPRETATION SVCS
106391	190	LC ACTION POLICE SUPPLY LTD	11/20/15	7,853.51	HANDGUN REPLACEMENT AP#2015-20
106392	6713	DAVID LEE	11/20/15	284.75	NON-POST TRAINING
106393	3644	LEXISNEXIS	11/20/15	160.00	ONLINE LEGAL RESEARCH SUBSCRIPTION
106394	6596	CHOMNAN LOTH	11/20/15	257.22	EXPENSE REIMBURSEMENT
106395	5046	MOTOROLA SOLUTIONS INC	11/20/15	444.96	COMM ENG PROGRAM
106396	7335	MUNICIPAL MAINTENANCE EQUIPMENT INC	11/20/15	322.89	#268 PARTS
106397	4603	OHLONE VETERINARY EMERGENCY CLINIC	11/20/15	103.00	VET SVCS
106398	349	PACIFIC GAS & ELECTRIC	11/20/15	1,889.21	FY15-16 STREET/TRAFFIC LIGHT ENERGY COST
106399	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	11/20/15	142.00	FY15-16 PEST MANAGEMENT
106400	2460	PERS LONG-TERM CARE PROGRAM	11/20/15	67.54	LONG TERM CARE PREMIUM
106401	10729	PETTY CASH CUSTODIAN-RECREATION CHERYL G	11/20/15	610.02	MISC PETTY CASH EXPENSES
106402	329	PHOENIX GROUP INFORMATION SYSTEMS	11/20/15	146.50	PARKING CITATION PROGRAM
106403	4346	QUALITY SIGN & BANNER	11/20/15	348.02	SIGNS
106404	11334	ACCOUNTEMPS	11/20/15	1,123.82	TEMP SERVICES OCT-DEC'15
106405	644	ROSIE'S TOURS ROSIE MONIZ	11/20/15	490.00	SR TRIP TRANSPORTATION
106406	112	WILLE ELECTRICAL SUPPLY CO INC	11/20/15	391.57	FY15-16 ELECTRICAL SUPPLIES
106407	11277	SHRED-IT USA	11/20/15	97.63	SHREDDING SVCS
106408	377	SIMON & COMPANY INC	11/20/15	1,762.43	LEGISLATIVE SERVICES
106409	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	11/20/15	150.00	PAYROLL DEDUCTION - GARNISHMENT
106410	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	11/20/15	440.00	PAYROLL DEDUCTION - GARNISHMENT
106411	11340	STAWICKI DIANE	11/20/15	350.00	SR CTR ENTERTAINMENT
106412	363	UNITED STATES POSTMASTER	11/20/15	2,515.52	POSTAGE FOR DISTRIBUTION FOR NEWARK NEWS
106413	3446	UNIVERSAL SPECIALTIES INC	11/20/15	273.31	PUSH BUTTON VALVE
106414	10968	UTILITY TELEPHONE	11/20/15	18,314.11	ANNUAL TELECOM FY2015-16
106415	5623	VERIZON WIRELESS	11/20/15	1,058.50	FY15-16 SERVICE FOR IPADS
106416	5623	AMERICAN MESSAGING	11/20/15	28.88	PAGER SVC
106417	10484	MATTHEW WARREN	11/20/15	276.48	NON-POST TRAINING
106418	5050	WEST COAST ARBORISTS INC	11/20/15	19,874.00	FY15-16 TREE WORK
Total				353,793.54	

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Final Disbursement List. Check Date 11/06/15, Due Date 11/23/15, Discount Date 11/23/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
106286	332	ADAMSON POLICE PRODUCTS PROFESSIONAL POL	11/06/15	199.13	MISCELLANEOUS PURCHASES
106287	413	AIR EXCHANGE INC	11/06/15	361.69	REPAIRS AT FS #3
106288	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	11/06/15	743,737.50	FIRE SERVICES
106289	284	TREASURER OF ALAMEDA COUNTY INFORMATION	11/06/15	3,598.21	AWS ACCESS FEES
106290	5821	ALL CITY MANAGEMENT SERVICES, INC	11/06/15	6,595.47	CROSSING GUARD SVCS
106291	14	ALPINE AWARDS	11/06/15	227.10	NAME TAGS
106292	11227	GUSTAVO ARROYO	11/06/15	2,655.45	BASIC SWAT SCHOOL
106293	11002	JENNIFER BLOOM	11/06/15	75.19	DIVTR 10/20/15-10/22/15
106294	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	11/06/15	7,082.38	FY15-16 TRAFFIC SIGNAL AND STREETLIGHT M
106295	7898	CALIFORNIA DIESEL & POWER	11/06/15	10,370.18	GENERATOR SERVICE AND REPAIR
106296	11011	CHANDLER GARAGE DOOR	11/06/15	915.00	SERVICE TO SALLY PORT AT YARD
106297	10060	COMCAST	11/06/15	75.94	CABLE SVCS
106298	10793	JEAN CHENG	11/06/15	100.00	REFUNDABLE RENTAL DEPOSIT
106299	10793	ABIGAIL ALBANI	11/06/15	150.00	RENTAL DEPOSIT REFUND
106300	10793	ANGELINA GARCIA	11/06/15	300.00	RENTAL DEPOSIT REFUND
106301	5039	DMV RENEWAL	11/06/15	50.00	RENEWAL FOR #370
106302	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	11/06/15	223.00	RECREATION CONTRACT
106303	4211	EAST BAY EDA ATTN BRUCE KERN/EXECUTIVE D	11/06/15	7,005.74	MEMBERSHIP 2015-2016
106304	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	11/06/15	545.10	VISION PREMIUM
106305	10642	FASTENAL COMPANY	11/06/15	1,017.47	SANDBAGS
106306	10983	G BORTOLOTTO & CO INC	11/06/15	387,181.81	PROJECT 1093, 2015 AC STREET OVERLAY PRO
106307	964	GALLS, LLC	11/06/15	1,955.22	POLOS
106308	11157	JASON GERMANO	11/06/15	200.00	RESERVE UNIF ALLOWANCE
106309	8762	GHA TECHNOLOGIES INC	11/06/15	477.43	TONER
106310	10910	TG MOTOR CO DBA HARLEY-DAVIDSON SJ	11/06/15	337.35	HARLEY REPAIR
106311	1591	PHILIP H HOLLAND	11/06/15	200.00	RESERVE UNIF ALLOWANCE
106312	7593	BRUCE HOWCROFT	11/06/15	200.00	RESERVE UNIF ALLOWANCE
106313	11123	I PIZZA	11/06/15	1,448.00	PIZZAS FOR CAFE & PARTIES
106314	187	INDUSTRIAL SAFETY SUPPLY	11/06/15	540.53	FY15-16 SAFETY GEAR
106315	10192	SITEONE LANDSCAPE SUPPLY	11/06/15	8,183.69	IRRIGATION SUPPLIES
106316	1522	JAMES LEAL	11/06/15	162.42	IACP CONFERENCE 10/24/15-10/27/15
106317	11205	MARINA ZEPEDA TRI COUNTY BLDG MAINT	11/06/15	19,342.80	FY15-16 JANITORIAL SERVICES
106318	5248	MOORE MEDICAL CORP	11/06/15	1,374.23	GLOVES
106319	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	11/06/15	1,201.37	FY15-16 AUTOMOTIVE SUPPLIES
106320	11325	OFFICE RELIEF, INC.	11/06/15	138.39	PROJECT 1054: CITYWIDE WORK STATION
106321	11318	OVERTONS GANDER MOUNTAIN DIRECT	11/06/15	1,529.98	POOL INFLATABLE
106322	349	PACIFIC GAS & ELECTRIC	11/06/15	52,817.12	FY15-16 GAS/ELECTRIC CHARGES
106323	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	11/06/15	252.00	FY15-16 PEST MANAGEMENT
106324	11234	RAY MORGAN COMPANY	11/06/15	4,375.76	COPIER LEASE AGREEMENT
106325	11334	ACCONTEMPS	11/06/15	1,479.20	TEMP SERVICES OCT-DEC'15
106326	112	WILLE ELECTRICAL SUPPLY CO INC	11/06/15	1,548.16	ELECTRICAL SUPPLIES
106327	9557	SIEMENS INDUSTRY INC BUILDING TECHNOLOGI	11/06/15	4,834.00	FY15-16 ANNUAL SERVICE AGREEMENT
106328	11297	SOFT RESOURCES LLC	11/06/15	700.00	FINANCE SOFTWARE EVALUATION
106329	40	STAPLES ADVANTAGE DEPT LA	11/06/15	4,536.02	OFFICE SUPPLIES
106330	10804	STONERIDGE CJD	11/06/15	745.18	VEHICLE REPAIRS/PARTS
106331	11142	SUN RIDGE SYSTEMS INC	11/06/15	54,507.00	CAD MAINT AGREEMENT
106332	1765	TEMPERATURE TECHNOLOGY INC	11/06/15	8,129.47	REPAIRS/MAINTENANCE
106333	11337	THE CONTRUCTION ZONE	11/06/15	2,369.58	BARRICADES AND "FLOODED" SIGNS
106334	9541	UNITED SITE SERVICES	11/06/15	177.60	PORTABLE RESTROOMS
106335	5623	VERIZON WIRELESS	11/06/15	3,535.20	GPS TRACKER/IPHONE SVC
106336	338	VSS INTERNATIONAL, INC	11/06/15	248,930.87	PROJECT 1094, 2015 STREET SLURRY SEAL PR

CCS.AP Accounts Payable Release 8.3.0 R*APZCKREG*FDL

By GORETTI CHUN (GORETTIC)

Final Disbursement List. Check Date 11/06/15, Due Date 11/23/15, Discount Date 11/23/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
106337	10822	WEE HOOP INC C/O DINAH SHAH	11/06/15	270.00	WEE HOOP
Total				1,598,964.93	

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Final Disbursement List. Check Date 11/06/15, Due Date 11/15/15, Discount Date 11/15/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
106251	5336	A R K RAMOS	11/06/15	1,894.74	PLAQUE FOR CLARK W. REDEKER SENIOR CENTE
106252	149	ABAG PLAN CORPORATION	11/06/15	14,547.71	DEDUCTIBLE COSTS (PROPERTY/LIABILITY) FO
106253	413	AIR EXCHANGE INC	11/06/15	1,742.49	REPAIRS AT FS #1
106254	10844	AIR FILTER SUPPLY	11/06/15	1,337.64	FY15-16 AIR FILTERS
106255	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	11/06/15	625,992.00	FIRE SERVICES
106256	3835	TREASURER OF ALAMEDA COUNTY PUBLIC WORKS	11/06/15	3,164.96	PROJECT 1093, 2015 AC STREET OVERLAY PRO
106257	14	ALPINE AWARDS	11/06/15	1,477.69	TSHIRTS
106258	411	AIG BENEFIT SOLUTIONS	11/06/15	667.00	ANNUAL PO FOR LIFE INSURANCE PREMIUMS
106259	7898	CALIFORNIA DIESEL & POWER	11/06/15	1,271.17	GENERATOR SERVICE AND REPAIR
106260	10261	CARBONIC SERVICE	11/06/15	235.05	POOL CHEMICALS
106261	33	CENTRAL TOWING & TRANSPORT LLC	11/06/15	165.00	FY15-16 TOWING
106262	10060	COMCAST	11/06/15	106.31	FY15-16 CABLE AT SERVICE CENTER
106263	10649	CROSS ELECTRICAL INC	11/06/15	193.60	BUILDING PERMIT REFUND
106264	10793	GABRIELA NEVAREZ	11/06/15	218.00	REFUND FOR CANCELLED CLASS
106265	10794	DUKE DE LEON	11/06/15	443.00	VIDEO RECORDING SERVICES
106266	2135	DEPARTMENT OF INDUSTRIAL RELATIONS PAYME	11/06/15	675.00	ELEVATOR INSPECTION
106267	10642	FASTENAL COMPANY	11/06/15	16.23	MISC PARTS
106268	522	FEDEX	11/06/15	82.65	SHIPPING FEE FOR POLICE TEST BOOKLETS
106269	3416	GAMETIME	11/06/15	202.15	PARK FURNITURE REPAIR
106270	10707	GYM DOCTORS	11/06/15	150.00	FITNESS EQUIPMENT MAINT
106271	3476	ISA	11/06/15	170.00	ISA MEMBERSHIP - DAN CIANCIARULO
106272	579	ALICE M KROPA	11/06/15	50.48	WATERING OF EASEMENT
106273	11246	LOOMIS ARMORED	11/06/15	827.50	ARMORED CAR SERVICE
106274	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	11/06/15	442.50	ANNUAL PO FOR CITY EMPLOYEE ASSISTANCE P
106275	10729	PETTY CASH CUSTODIAN-FINANCE GORETTI CHU	11/06/15	149.56	PETTY CASH
106276	4508	PORAC NEWS	11/06/15	1,475.00	PD PORAC AD
106277	2396	THE PUBLIC RETIREMENT JOURNAL	11/06/15	195.00	RENEWAL OF ANNUAL SUBSCRIPTION
106278	4176	MICHAEL QUEBEC	11/06/15	891.00	SENIOR AEROBICS & STRENGTH
106279	7885	RENNE SLOAN HOLTZMAN SAKAI LLP	11/06/15	630.00	ANNUAL PO FOR LEGAL ADVICE
106280	11334	ACCOMTEMP	11/06/15	906.01	TEMP SERVICES OCT-DEC'15
106281	11310	ROGUE FITNESS	11/06/15	2,912.75	2014 JAG GRANT
106282	11098	SILVER & WRIGHT LLP	11/06/15	3,015.08	RECEIVERSHIP AND LITIGATION SERVICES
106283	363	UNITED STATES POSTMASTER	11/06/15	3,200.00	POSTAGE WINTER/SPRING REC GUIDE
106284	853	VALLEY OIL COMPANY DEPT# 35101	11/06/15	16,734.63	FUEL
106285	5050	WEST COAST ARBORISTS INC	11/06/15	3,790.50	FY15-16 TREE WORK
Total				689,972.40	

Final Disbursement List. Check Date 11/04/15, Due Date 11/04/15, Discount Date 11/04/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
106250	11338	INTERNATIONAL INSTITUTE FOR SUSTAINABLE	11/04/15	190.00	PODCAR CITY 9 CONFERENCE
		Total		190.00	