



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

AGENDA

Thursday, April 11, 2019

- A. ROLL CALL
- B. MINUTES
 - B.1 Approval of Minutes of the City Council meeting of March 28, 2019. (MOTION)
- C. PRESENTATIONS AND PROCLAMATIONS
 - C.1 Commending Karen Moraida on her retirement. (COMMENDATION)
 - C.2 Proclaiming April 7 – 13, 2019 as National Crime Victims' Rights Week. (PROCLAMATION)
- D. WRITTEN COMMUNICATIONS
- E. PUBLIC HEARINGS
 - E.1 Public Hearing and tabulation of ballots for formation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4 including an increase of the Maximum Assessment Rate and, if no majority protest exists, approve the Final Engineer's Report, the formation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4, and an increase to the Maximum Assessment Rate – from Assistant City Engineer Imai. (RESOLUTION)
- F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.2 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 Approval of a Contractual Services Agreement with Surf to Snow Environmental Resource Management, Inc. for Municipal Regional Stormwater NPDES Permit inspection services in an amount not to exceed \$50,000 and authorization to amend the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020 to provide additional funding for said services – from Assistant City Engineer Imai. (RESOLUTION)**
- F.2 Approval of a Contractual Services Agreement with West Coast Arborists, Inc. in an amount not to exceed \$955,000 for remaining fiscal year 2018-2019 and fiscal year 2019-2020 Tree Maintenance Services – from Assistant Maintenance Superintendent Hornbeck. (RESOLUTION)**

NONCONSENT

- F.3 Authorization and direction for: (1) the Chief Building Official/City Architect to issue a Notice of Award to Webcor Construction, LP dba Webcor Builders; and (2) the City Manager to negotiate and enter into an agreement, in a form acceptable to the City Attorney, with Webcor Builders to provide Design/Build Construction and Design Services for the New Civic Center, Project 1188 in an amount not to exceed \$72,321,027 – from Chief Building Official/City Architect Collier. (RESOLUTION)**
- F.4 Approval of a resolution recognizing the importance of a complete count of residents in the 2020 U.S. Census – from Assistant City Manager Grindall. (RESOLUTION)**
- G. CITY ATTORNEY REPORTS**
- H. ECONOMIC DEVELOPMENT CORPORATION**
- I. CITY COUNCIL MATTERS**
 - I.1 Reappointing Senior Citizen Standing Advisory Committee members – from Mayor Nagy. (RESOLUTION)**
- J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**
- K. ORAL COMMUNICATIONS**

L. APPROPRIATIONS

Approval of Audited Demands.

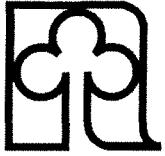
(MOTION)

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

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

Minutes

Thursday, March 28, 2019

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:30 p.m. Present were Council Members Hannon, Collazo, and Freitas. Council Member Bucci was noted absent.

B. MINUTES

B.1 Approval of Minutes of the City Council meeting of March 14, 2019.

MOTION APPROVED

Council Member Hannon moved, Council Member Collazo seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 4 AYES, 1 ABSENT.

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Proclaiming March 28, 2019, as Arbor Day in Newark.

Mayor Nagy presented the Arbor Day proclamation to Assistant Maintenance Superintendent Hornbeck.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

Council Member Hannon requested the removal of item F.1 for separate consideration.

Council Member Collazo moved, Council Member Hannon seconded, to approve Consent Calendar Items F.2 through F.7, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 4 AYES, 1 ABSENT.

CONSENT

- F.2 Acceptance of work with Rosas Brothers Construction for the 2018 Curb, Gutter, and Sidewalk Replacement, Project 1181. RESOLUTION NO. 10906**

- F.3 Acceptance of public subdivision improvements for Tract 8212 – Classics at Ruschin, a 77-lot single-family residential subdivision located at 36120 Ruschin Drive. RESOLUTION NO. 10907**

- F.4 Initiation of the 2019 Weed Abatement Program and setting April 25, 2019 for a public hearing. RESOLUTION NO. 10908**

- F.5 Acceptance of the Comprehensive Annual Financial Report (CAFR) for the period ended June 30, 2018. MOTION APPROVED**

- F.6 Amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2018 - 2019 for General Revisions and Operating changes. RESOLUTION NO. 10909**

- F.7 Acceptance of the Annual Report on Newark Development Impact Fees for Fiscal Year 2017-2018. MOTION APPROVED**

NONCONSENT

- F.1 Resolution authorizing the Annual Program Submittal for Measures B and BB funding of Ride-On Tri-City! transportation services. RESOLUTION NO. 10910**

Council Member Hannon highlighted the benefits of this service to the community.

Council Member Hannon moved, Council Member Collazo seconded by resolution, approve the annual program submittal for Measure B and Measure BB funding for Ride-On Tri-City! Transportation services for Fiscal Year 2019-2020. The motion passed 4 AYES, 1 ABSENT.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Mayor Nagy stated that he would adjourn the meeting in memory of retired Fire Chiefs Joe Perry and Dan Lydon. The City Council extended their condolences.

Council Member Collazo thanked Newark volunteers for their service. Shop Newark.

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

K. ORAL COMMUNICATIONS

Tom Pyke, District Director for Congressman Ro Khanna, stated that they will hold a Town Hall meeting at Newark Memorial High School on April 18 at 7:30 p.m.

L. APPROPRIATIONS

Approval of Audited Demands.

MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 117156 to 117264.

Council Member Freitas moved, Council Member Collazo seconded, to approve the Register of Audited Demands. The motion passed, 4 AYES, 1 ABSENT.

M. CLOSED SESSION

N. ADJOURNMENT

Mayor Nagy adjourned the meeting at 7:46 p.m. in memory of Joe Perry and Dan Lydon.

C.1 Commending Karen Moraida on her retirement.

(COMMENDATION)

Background/Discussion – Senior Recreation Supervisor Karen Moraida is retiring after more than 29 years of stellar services to the Newark community. Mayor Nagy will present a commendation to Mrs. Moraida at the City Council meeting.

**C.2 Proclaiming April 7 – 13, 2019 as National Crime Victims’ Rights Week.
(PROCLAMATION)**

Background/Discussion – April 7 – 13 is National Crime Victims’ Rights Week. A proclamation has been prepared and a representative from the Alameda County District Attorney's Office Victim/Witness Assistance Division will accept it at the meeting.

E.1 Public Hearing and tabulation of ballots for formation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4 including an increase of the Maximum Assessment Rate and, if no majority protest exists, approve the Final Engineer’s Report, the formation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4, and an increase to the Maximum Assessment Rate – from Assistant City Engineer Imai. (RESOLUTION)

Background/Discussion – LS-Newark, LLC (Landsea Homes), master developer of Tract 8270, located on the northwestern corner of the intersection of Stevenson Boulevard and Cherry Street, submitted a petition requesting the formation of Zone 2 – Sanctuary of Landscaping and Lighting (L&L) District No. 4 to include Tract 8270 and the underlying Tracts 8417, 8418, 8419 and 8420, approving the Preliminary Engineer’s Report, and increasing the Maximum Assessment Rate.

The Landscaping and Lighting Act of 1972 instituted procedures for the formation of maintenance districts for the purpose of financing the costs and expenses of landscaping and lighting of public areas. In 1996, California voters approved Proposition 218 which, in part, established new procedural requirements related to the establishment of Landscaping and Lighting Maintenance Districts. These procedural requirements include holding a public hearing, mailing of notices to all affected property owners in advance of the public hearing, the balloting process, and the tabulation of ballots.

At its meeting on February 14, 2019, the City Council approved the preliminary engineers report, adopted a resolution of intention for the formation of Zone 2 – Sanctuary of L&L District No. 4, provided notice of a Public Hearing set for April 11, 2019 and directed ballots be mailed to all affected property owners.

In accordance with the procedural requirements of Proposition 218, notices of the Public Hearing and ballots were sent to all property owners subject to the proposed assessment at least 45 days prior to the date of the Public Hearing for the formation of Zone 2 – Sanctuary of L&L District No. 4. During the Public Hearing, all interested parties will have the opportunity to hear and have heard, all comments regarding the proposed assessment and ballot proceedings. Property owners have until the close of the Public Hearing to submit a completed ballot. At the conclusion of the Public Hearing, ballots will be opened, tabulated and weighted by the proposed assessment amount on each affected property and the results will be announced.

A majority protest exists if the weighted number of ballots received in opposition to the proposed assessment exceed the weighted number of ballots in favor of the assessment. If a majority protest does not exist, City Council may consider adopting a resolution approving the formation of Zone 2 – Sanctuary of L&L District No. 4.

If approved, the maximum assessment for Zone 2 – Sanctuary of L&L District No. 4 would be \$48,486.24, which equates to a maximum assessment of \$194.06 for each single-family residence within Zone 2 - Sanctuary. In all future years, the rate of assessment for improvements associated with Zone 2 – Sanctuary may be increased annually based on the Consumer Price Index or three

percent (3%), whichever is greater. The existing L&L District No. 4 does not allow for an annual inflation rate to be applied to the maximum assessment rate of the existing District. Therefore, the maximum assessment rate for improvements associated with the original L&L District No. 4 will not be adjusted.

Attachment – Resolution; Final Engineer’s Report

Action – It is recommended that the City Council, (1) hold a Public Hearing for the formation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4, (2) after conclusion of the public input portion of the public hearing, close the balloting period and direct the City Clerk to tabulate all ballots received, (3) hear and accept the tabulation results from the City Clerk for the proposed assessment of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4, and (4) if a majority protest does not exist, by resolution, approve the Final Engineer’s Report and approve the formation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4 and approve an increase to the Maximum Assessment Rate.

3211287.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE FINAL ENGINEER'S REPORT,
APPROVING THE FORMATION OF ZONE 2 – SANCTUARY
OF LANDSCAPING AND LIGHTING DISTRICT NO. 4, AND
APPROVING AN INCREASE TO THE MAXIMUM
ASSESSMENT RATE

WHEREAS, pursuant to the Landscaping and Lighting Act of 1972 and Proposition 218, the City Council of the City of Newark, by Resolution No. 10,895 adopted on February 14, 2019, (i) ordered the initiation of proceedings for the formation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4 (“Zone 2 Formation”) for the purpose of financing the maintenance of those public improvements identified in the Preliminary Engineer’s Report prepared by Harris & Associates (the “Engineer’s Report”); (ii) approved the Preliminary Engineer’s Report; and (iii) set the date and time for a public hearing (the “Public Hearing”) on the Zone 2 Formation pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, City Council provided a 45-day written notice of the Public Hearing to each record owner of assessable parcels of real property located within the boundaries of the Zone 2 Formation; and

WHEREAS, the Public Hearing was held at a meeting of the City Council on April 11, 2019 at 7:30 pm at the City of Newark City Hall, located at 37101 Newark Boulevard, Newark, California on the approval of the Zone 2 Formation, approval of the Final Engineer’s Report, and approval of an increase to the Maximum Assessment Rate; and

WHEREAS, every interested person had an opportunity to make a protest to the Final Engineer’s Report either in writing or orally at the Public Hearing, and the City Council has considered each protest, if any; and

WHEREAS, the 45-day written notice also included a Special Election Ballot by which each property owner could express their support or opposition to the proposed assessment; and

WHEREAS, the ballot indicated that it must be returned before the conclusion of the Public Hearing on April 11, 2019 in order to be valid and counted and that all ballots physically received by the City Clerk would be tabulated after the conclusion of the public input portion of the Public Hearing; and

WHEREAS, Special Election Ballots sent to owners of assessable real property within the boundaries of the Zone 2 Formation have been received and tabulated, with ballots weighted according to the proportional financial obligation of each parcel; and

WHEREAS, for fiscal year 2018-19 the calculated annual total district assessment is proposed at Forty-Eight Thousand Four Hundred Eighty-Six Dollars and Twenty-Four Cents (\$48,486.24); and

WHEREAS, in order to keep up with inflation, the maximum annual assessment for improvements associated with Zone 2 – Sanctuary is proposed to be adjusted annually by the Consumer Price Index or three percent (3%), whichever is greater; and

WHEREAS, this resolution is adopted in accordance with the Landscaping and Lighting Act of 1972;

NOW, THEREFORE, BE IT RESOLVED that the canvass and tabulation of ballots submitted by property owners within the boundaries of the Zone 2 Formation prior to the close of the public hearing is complete and certified by the City Clerk, the results of which are as follows:

Total Number of Valid Ballots Processed:	_____
Total Assessment Amount of Valid Ballots:	_____
Total Number of “Yes” Votes Processed:	_____
Total Assessment Amount of “Yes” Votes Processed:	_____
Percentage of “Yes” Votes, Unweighted:	_____
Percentage of “Yes” Ballots, Weighted by Assessment:	_____
Total Number of “No” Votes Processed:	_____
Total Assessment Amount of “No” Votes Processed:	_____
Percentage of “No” Votes, Unweighted:	_____
Percentage of “No” Ballots, Weighted by Assessment:	_____

BE IT FURTHER RESOLVED that, as weighted according to the amount of assessment for each parcel, _____% of the property owners within the Zone 2 Formation boundaries cast ballots in support of the formation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4 and that a majority protest, as defined by Section 53753 of the California Government Code, does not exist.

BE IT FURTHER RESOLVED that the formation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4 is approved.

BE IT FURTHER RESOLVED that the Final Engineer’s Report is hereby approved and the Zone 2 – Sanctuary of Landscaping and Lighting District No. 4 improvements to be financed with assessment proceeds described in the Engineer’s Report are hereby ordered.

BE IT FURTHER RESOLVED that the City Council confirms the assessment diagram and the annual assessments as set forth in the Final Engineer’s Report.

BE IT FURTHER RESOLVED that the allowance for an annual increase to the maximum assessment of improvements associated with Zone 2 – Sanctuary to be levied in future fiscal years based on the greater of the San Francisco/Oakland/San Jose area Consumer Price Index or three percent (3%) is hereby approved.

BE IT FURTHER RESOLVED that the initial assessment for Zone 2 – Sanctuary of Landscaping and Lighting District No. 2 will be for Fiscal Year 2019-20, based on this annual increase.

BE IT FURTHER RESOLVED that this resolution is adopted pursuant to Section 22631 of the Streets and Highways Code.



FINAL ENGINEER'S REPORT

Landscape and Lighting District No. 4 Creation of Zone 2 (Sanctuary Development) and Assessment Rate Increase

Fiscal Year 2019/20

for the

CITY OF NEWARK

Alameda County, California

March 2019

Prepared by:



Harris & Associates

**ENGINEER'S REPORT
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- Appendix A Maintenance Exhibit
- Appendix B Assessment Diagram
- Appendix C Assessment Roll

CERTIFICATIONS

**CITY OF NEWARK
LANDSCAPE AND LIGHTING DISTRICT NO. 4
CREATION OF ZONE 2 (SANCTUARY)
AND ASSESSMENT RATE INCREASE**

The undersigned acting on behalf of Harris & Associates, respectfully submits the enclosed Engineer's Report as directed by City Council pursuant to the provisions of Section 4 of Article XIII D of the California Constitution, and provisions of the Landscaping and Lighting Act of 1972, Section 22500 et seq. of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

DATED: March 25, 2019

BY: 
K. Dennis Klingelhofer
Assessment Engineer
R.C.E. No. 50255



I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was filed with me on the ____ day of _____, 2019.

_____, City Clerk,
City of Newark
Alameda County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, California, on the ____ day of _____, 2019.

_____, City Clerk,
City of Newark
Alameda County, California

By _____

CITY OF NEWARK
FISCAL YEAR 2019/20
FINAL ENGINEER'S REPORT

**PREPARED PURSUANT TO THE PROVISIONS OF THE
LANDSCAPING AND LIGHTING ACT OF 1972
SECTION 22500 THROUGH 22679
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE,
ARTICLE XIIIID OF THE CALIFORNIA CONSTITUTION, AND
THE PROPOSITION 218 OMNIBUS IMPLEMENTATION ACT
(GOVERNMENT CODE SECTION 53750 ET SEQ.)**

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, Article XIIIID of the California Constitution (Proposition 218), and the Proposition 218 Omnibus Implementation Act and in accordance with the Resolution of Initiation, adopted by the City Council of the City of Newark, State of California, in connection with the proceedings for:

THE CITY OF NEWARK
LANDSCAPE AND LIGHTING DISTRICT NO. 4
ZONE 2
TRACT 8270, (UNDERLYING TRACTS 8417, 8418, 8419 AND 8420)

Hereinafter referred to as the "District", I, K. Dennis Klingelhofer, P.E., the authorized representative of Harris & Associates, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

PART A
PLANS AND SPECIFICATIONS

Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Engineer and are incorporated herein by reference.

PART B
ESTIMATE OF COST

An estimate of the costs of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and incorporated herein by reference.

PART C
METHOD OF APPORTIONMENT

The method of apportionment of assessments, indicating the proposed assessment of the net amount of the costs and expenses of the improvements to be assessed upon the several lots and parcels of land within the Zone, in proportion to the estimated benefits to be received by such lots and parcels, and the proportion of those costs that must be borne by the City of Newark's General Fund.

PART D
ASSESSMENT DIAGRAM

The Diagram of the District Boundaries showing the exterior boundaries and the lines and dimensions of each lot or parcel of land within the Zone. The lines and dimensions of each lot or parcel within the Zone are those lines and dimensions shown on the maps of the Assessor of the County of Alameda for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

PART E
ASSESSMENT ROLL

An assessment of the estimated cost of the improvements on each benefitting lot or parcel of land within the Zone.

PART A

Plans and Specifications

Tract 8270, with underlying Tracts 8417, 8418, 8419 and 8420 - Sanctuary (the “Development”) were included in the original formation of Assessment District No. 4 (the “Existing District”) but remained undeveloped until 2018. When development began, it was determined that the parcels within the Development would benefit from additional improvements and services, over and above what other parcels in the Existing District were benefitting from. As a result, the Development will become “Zone 2” of the Existing District. Parcels in Zone 2 will be assessed for improvements and services in the Existing District, as well as improvements and services specific to the Development. This will result in an “increased assessment” for the parcels in Zone 2. An Assessment Ballot procedure will be conducted in conjunction with the formation of Zone 2, to ensure the property owners are aware and approve of both the creation of Zone 2 and the increased assessment.

The plans and specifications for the Improvements, showing the general nature, location and the extent of the Improvements, are on file with the City and are by reference herein made a part of this report.

DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED AND SERVICED

The improvements are generally described as follows:

Zone 2 Improvements

Improvements within the Development include, but are not limited to: public street lighting and trash capture devices only. Other improvements, including landscaping, sidewalk rights-of-way, medians, parkways and other easements dedicated to the City of Newark will be maintained by an HOA and will not be assessed through the Existing District. Specifically, the improvements will be:

- 51 street lights located throughout Tract 8270
- 6 Trash Capture Devices (“TCD”) on Cherry Street
- 2 TCD’s on Stevenson Boulevard
- 3 TCD’s on Tom Cod Street
- Neighborhood Park located north of Dragonfly Street, between Sea Turtle and Brush Rabbit

Street lighting improvements include, but are not limited to: poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting in public street and sidewalk rights-of-way and other easements dedicated to the City of Newark within, and adjacent to, the Development. There are 51 street lights to be maintained by the District as shown above.

Appendix A of this report provides an Exhibit showing the location of the Zone Improvements.

DESCRIPTION OF MAINTENANCE AND SERVICES – EXISTING DISTRICT

Existing District Improvements, as described in the Engineer's Report for Fiscal Year 2018-19, are:

- The maintenance of Stevenson Boulevard median-island landscaping from the Nimitz Freeway to Cherry Street.
- The maintenance of median-island and up to 50 feet of green belt landscaping and street lighting adjacent to Cherry Street and the interior loop street within the boundaries of New Technology Park.
- The maintenance of landscaping across the Newark Unified School District parcel on Cherry Street.

DESCRIPTION OF MAINTENANCE AND SERVICES – ZONE 2

The proposed maintenance and services for Zone 2 include street lighting maintenance and services (the "Street Lighting Maintenance"); Trash Capture Devices (the "Trash Capture Device Maintenance") and neighborhood park maintenance ("Park Maintenance"). The proposed maintenance and services are generally described as follows:

Street Lighting Maintenance

Street Lighting Maintenance may include, but is not limited to, the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the Street Lighting Improvements, and appurtenant facilities, including repair, refurbishment, removal or replacement of all or part of any of the Street Lighting Improvements and appurtenant facilities; the furnishing of electrical current or energy for the maintenance of any Street Lighting Improvements and appurtenant facilities; and the furnishing of electric current or energy, gas or other illuminating agent for the Street Lighting Improvements and appurtenant facilities.

Landscape Maintenance

Maintenance includes only the maintenance and servicing of Trash Capture Devices and the Neighborhood Park. Park Maintenance includes turf, trees and irrigation. All other landscaping, including medians, will be maintained by an HOA as described above.

PART B
Estimate of Cost

The estimated maximum costs for Maintenance Services are the estimated costs of maintenance and services if the Improvements were fully maintained for Fiscal Year 2019-20, as estimated in the table below. Section 22569(a) of Landscape and Lighting Act of 1972 (the "1972 Act") provides that estimate of costs includes the total cost improvements to be made for the year, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses.

The table on the following page shows the estimated annual costs for the Zone:

Cost Estimate – Zone 2

Item	Unit	Quantity	Cost/Unit	Cycle (Years)	Annual Cost
Zone Improvements					
<i>Maintenance Costs</i>					
Tract 8270 Street Lights	EA	51	\$100.85	1	\$5,143.35
Trash Capture Devices	EA	11	\$186.32	1	\$2,049.52
Park Maintenance	SF	132,422	\$0.20	1	<u>\$26,484.48</u>
<i>Subtotal Maintenance Costs</i>					\$33,677.35
<i>Operating Reserves (10% of Maintenance Costs)</i>					\$3,367.74
<i>Capital Replacement Reserves</i>					
Tract 8270 Street Lights					
LED Post Top	EA	51	\$1,834.11	14	\$6,827.71
LED Printed Circuit Boards	EA	51	\$496.85	14	\$1,849.59
Driver	EA	51	\$95.55	14	\$355.70
Button Photocell	EA	51	\$89.58	25	\$182.74
Fusing	EA	51	\$19.90	25	\$40.60
Tapered Round POLE	EA	51	\$1,081.04	75	\$735.11
Pole Bracket/Arm	EA	51	\$859.93	75	\$584.75
Trash Capture Devices	EA	11	\$517.55	30	<u>\$189.77</u>
<i>Subtotal Capital Replacement Reserves</i>					\$10,765.96
Total Annual Cost of Zone Improvements					\$47,811.05
Existing District Improvements					\$26,420.92
Administrative Costs					
City Personnel Costs	10% of Maintenance Costs				\$3,367.74
Contractual Maintenance Costs	10% of Maintenance Costs				\$3,367.74
Inspection	8% of Maintenance Costs				\$2,694.19
Assessment Engineering	\$1,500 Annual Fee				\$1,500.00
Alameda County Collection Charges (1.7%)	1.7% of Assessment Amount				\$1,250.64
Rounding Adjustment					<u>\$3.65</u>
Annual Cost of Administration					\$12,183.95
General/Special Benefit Adjustments					
Special Benefit to Parcels Outside of Sanctuary					-\$9,553.36
General Benefit Adjustment					<u>-\$1,955.39</u>
Total General/Special Benefit Adjustments					-\$11,508.75
Total Balance to Levy					\$74,907.16

Cost Estimate Notes

- The operating reserve collection shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The budget shown above provides for collection of the 50% operating reserve over the first five years that the assessment is levied.
- The Alameda County collection charge is equal to 1.7% of the total assessment placed on the tax roll each year.
- The rounding adjustment is necessary so that the assessment amount for each parcel is rounded to even cents as the assessments are collected in two equal installments.

PART C

Method of Apportionment of Assessment

General

The 1972 Act permits the establishment of assessment Districts by cities for the purpose of providing certain public improvements which include the construction, maintenance and servicing of street lights, traffic signals and landscaping facilities.

Street and Highways Code Section 22573 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

The net amount to be assessed upon lands within an assessment District may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

The 1972 Act permits the designation of areas of benefit within any individual assessment Zone if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

In addition, Proposition 218 (Prop. 218), the "Right to Vote on Taxes Act" which was approved on the November 1996 Statewide ballot and added Article XIID to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Prop. 218 provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. Prop. 218 also requires that publicly owned property which benefit from the improvements be assessed, unless that parcel can show no benefit from the improvements.

Special Benefit

In determining the proportionate special benefit derived by each identified parcel, the proximity of the parcel to the public improvements detailed in Part A, and the capital, maintenance and operating costs of said public improvements, was considered and analyzed. Due to the close proximity of the parcels to the improvements detailed in Part A, it has been demonstrated and determined that the parcels are uniquely benefited by, and receive a direct advantage from, and are conferred a particular and distinct special benefit over and above general benefits by said public improvements in a way that is particular and distinct from its effect on other parcels, and that real property in general and the public at large do not share.

All the parcels were established at the same time once the conditions regarding the improvements and the continued maintenance were guaranteed. As a result, each parcel within the District receives a special and distinct benefit from the improvements. The Sanctuary development, Tract 8270 is comprised of 386 single family homes and private roads.

Special Benefit from Landscape Maintenance

All parcels within the Zone receive special benefit from Landscape Maintenance, specifically the TCD's, which confer a particular and distinct special benefit upon real property within the Zone by reducing or eliminating the trash and other debris needing to be picked up. In addition, the aforementioned contributes to a specific increase in property desirability and a specific enhancement of the property value of each parcel within the District. Please refer to "General Benefit from Landscape Maintenance" below, for additional details.

All parcels within the Zone receive special benefit from Park Maintenance. The overall quality of life and desirability of an area is enhanced, when public parks and recreational facilities are in place, improved, operable, safe, clean and maintained. Conversely, property desirability decreases when park and recreational facilities are unsafe or destroyed by the elements or vandalism.

Property desirability in an area also increases when there is an increase in the number of parks, recreation centers and sports facilities. These park and recreational facilities enable property owners to participate in sporting events, leisure activities, picnics, organized social events, and other miscellaneous activities.

Studies in a number of communities, including counties and cities throughout the United States, have indicated that recreation areas and facilities, if well maintained and wisely administered, have caused a marked increase in the property values of parcels in the community. Consequently, such recreation and park facilities have proved a potent factor in maintaining a sound economic condition and a high standard of livability in the community. These studies confirm the opinion long held by planning authorities as to the economic value of parks and recreational facilities in a community.

The recreation value is realized as a rise in the value of land and other property in or near the recreation area, and is of both private interest to the landowner and others, holding an economic stake in the area, and of public interest to the taxpayers, who have a stake"
(National Recreation and Park Association, June 1985)

Recreation and park amenities are central components in establishing the quality of life in a community. ... [Businesses'] main resource is their employees for whom quality of life is an important issue... The availability and attractiveness of local parks and programs influences some companies' relocation decisions. ... the presence of a park encourages real estate development around it.... "(California Parks & Recreation, Winter 1997)

The benefit of parks and other recreational facilities to residential and commercial/industrial properties has been summarized by a number of studies. The United States Department of the Interior, National Park Service, in a publication of June 1984, concluded that:

- Parks and recreation stimulate business and generate tax revenues
- Parks and recreation help conserve land, energy, and resources

- An investment in parks and recreation helps reduce pollution and noise, makes communities more livable, and increases property values
- Public recreation benefits all employers by providing continuing opportunities to maintain a level of fitness throughout one's working life, and through helping individuals cope with the stress of a fast-paced and demanding life

Proper maintenance and operation of the parks within the City benefits those properties within the service areas of the parks by providing environmental quality and recreational enhancement.

Special Benefit from Street Lighting Maintenance

All parcels within the Zone receive special benefit from Street Lighting Maintenance. The special benefit from street lighting can be measured by increased safety to people and property, as well as the increased availability of lighting. The safety to people results in a special benefit to residential parcels because street lighting improves traffic safety during ingress and egress to the property and creates a deterrent to crime against people on the property. The safety to property results in a special benefit to both residential and vacant non-developable parcels because street lighting operation, maintenance and servicing provides for the protection of buildings and personal property against crimes such as theft and vandalism.

Additionally, all parcels in the Zone receive a special benefit from the installation, operation, maintenance and servicing of the existing District street lighting, primarily because the properties and the persons using the properties, are provided safe street access.

Special Benefit to Parcels Outside of Sanctuary

There are parcels outside of the Zone that receive special benefit from the Park Improvements. The parcels within the Zone may only be assessed for their share of special benefit from the Improvements. The share of special benefit from the Improvements received by parcels outside of the Zone must be funded by a contribution from a source other than Zone assessments.

The National Recreation and Parks Association uses a standard service radius of 0.25 miles for neighborhood parks and many agencies in California have adopted that same standard for their own local parks. This means any parcels located within a 0.25 mile radius of a neighborhood park could potentially receive special benefit from that park because the residents can access the park. We reviewed all parcels within a 0.25 mile radius of the neighborhood park in the Sanctuary development and found 363 residential parcels (condominiums) north of Cherry Street that could receive special benefit from the park. On average, fewer people reside in a condominium than reside in a single family home due to the reduced size of a typical condominium as compared to a typical single family home. As a result, condominiums are deemed to receive a lesser degree of benefit from certain improvements and services, and are therefore assessed at a lower rate than a single family residential unit (0.6 vs. 1.0).

The table below shows a summary of the required contribution for those condominium parcels outside the District:

Required Contribution for Special Benefit to Parcels Outside of Sanctuary

Item	Residential Unit Type	No. of Units	Rate Per Unit	Total Units	% Share	Cost Share
<i>Parcels Outside of Sanctuary</i>	<i>Condominium</i>	363	0.6	217.80	36.1%	\$9,553.36
Sanctuary Parcels	Single Family	386	1.0	386.00	63.9%	\$16,931.12
Totals for Park Maintenance Special Benefit:				603.80	100.0%	\$26,484.48

General Benefit

There is general benefit conferred to parcels from the Improvements, specifically the Trash Capture Devices, shown below. The amount of general benefit is determined by the nature and location of the Improvements.

General Benefit from Landscape Maintenance

There is a general benefit component related to the trash capture devices (“TCD’s”). The TCD’s keep debris and other contaminants from getting into the landscaped areas outside the District by reducing or eliminating the trash and other debris needing to be picked up. While a portion of this can be attributable to special benefit, the benefit to all parcels and the community in general (general benefit) is that the beauty of the area will be enhanced and contaminants in the water table will be reduced.

Based on studies from the Environmental Protection Agency, California Water Board and WaterWorld, it is estimated that 80% of trash that ends up in our waterways or oceans originates on land, therefore 80% of the cost of maintenance and reserves related to the TCDs is determined to provide general benefit as shown in the following table:

Required Contribution for General Benefit to Zone Parcels

Item	Unit	Quantity	Cost/Unit	Cost/Yr
<u>Landscape Maintenance</u>				
Trash Capture Devices	EA	11	\$186.32	<u>\$2,049.52</u>
Total Landscape Maintenance Cost				\$2,049.52
<u>Reserves</u>				
Operating Reserve (10% of Total Maintenance Cost)				\$204.95
Annual Capital Replacement Reserve				<u>\$189.77</u>
Total Reserves				\$394.72
<u>Allocation of Maintenance and Reserve Costs to General Benefit</u>				
Total Maintenance and Reserve Costs				\$2,444.24
80% Allocation to General Benefit				x 80%
Total Allocation of Maintenance and Reserve Costs to General Benefit				\$1,955.39

Apportionment

The method of spreading assessments) uses an equivalent unit methodology to spread the costs.

Since the Development includes only single family parcels, the total costs of the project, including incidental expenses, are spread equally to all 386 single family parcels in the Development.

Assessment

The Assessment Rate for Zone 2 may be adjusted annually, based upon the cost estimate, but may not exceed the established Maximum Assessment Rate for that year.

- The Maximum Assessment Rate allowed each fiscal year (the “Adjusted Maximum Assessment Rate”) shall be based on the initial maximum assessment established in Fiscal Year 2019-20, adjusted annually by the Bureau of Labor Statistics, Consumer Price Index for the month of February, All Urban Consumers, (“CPI”) for the San Francisco/Oakland/San Jose area or three percent (3%), whichever is greater. Should the Bureau of Labor Statistics revise or discontinue the preparation of such index, the City reserves the right to use such revised index or a comparable system to determine fluctuations in the annual cost of living.
- Each fiscal year, the greater of CPI or 3% shall be applied to the Maximum Assessment Rate established the previous fiscal year to calculate the appropriate Adjusted Maximum Assessment Rate for the then current fiscal year.
- If the proposed annual assessment rate for the upcoming fiscal year is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year then the proposed annual assessment is not considered an increased assessment.
- District 4 (Existing District) **does not** have annual inflator built into the assessments. The assessments for Zone 2 will have an annual inflator as described above. A breakdown of the total assessment amount for the Zone 2 parcels is shown on the following page:

Item	Cost/Year
Existing District Maximum Assessment (for Parcels within Zone 2)	\$26,420.92
Total Parcels - Zone 2	<u>386</u>
Existing District Maximum Assessment Per Unit	\$68.45
Maximum Assessment for New Zone 2 Improvements	\$48,486.24
Total Parcels - Zone 2	<u>386</u>
New Zone 2 Improvements Maximum Assessment Per Unit	\$125.61
Total Maximum Assessment Per Unit	\$194.06

As stated above, the "Existing District Maximum Assessment Per Parcel" cannot be increased unless the property owners approve an increase, in accordance with the provisions of Proposition 218. The "New Zone 2 Improvement Maximum Assessment Per Parcel" is subject to annual CPI adjustment.

PART D Assessment Diagram

The boundary diagram for the Zone is included herein as Appendix B, and is part of this report. There is also a diagram showing the exterior boundaries of the Existing District. Zone 2 includes Assessment numbers 10 and 12, and is located on the northwest corner of Stevenson Boulevard and Cherry Street.

The lines and dimensions of each lot or parcel within the Zone are those lines and dimensions shown on the maps of the Assessor of the County of Alameda for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

PART E

Assessment Roll

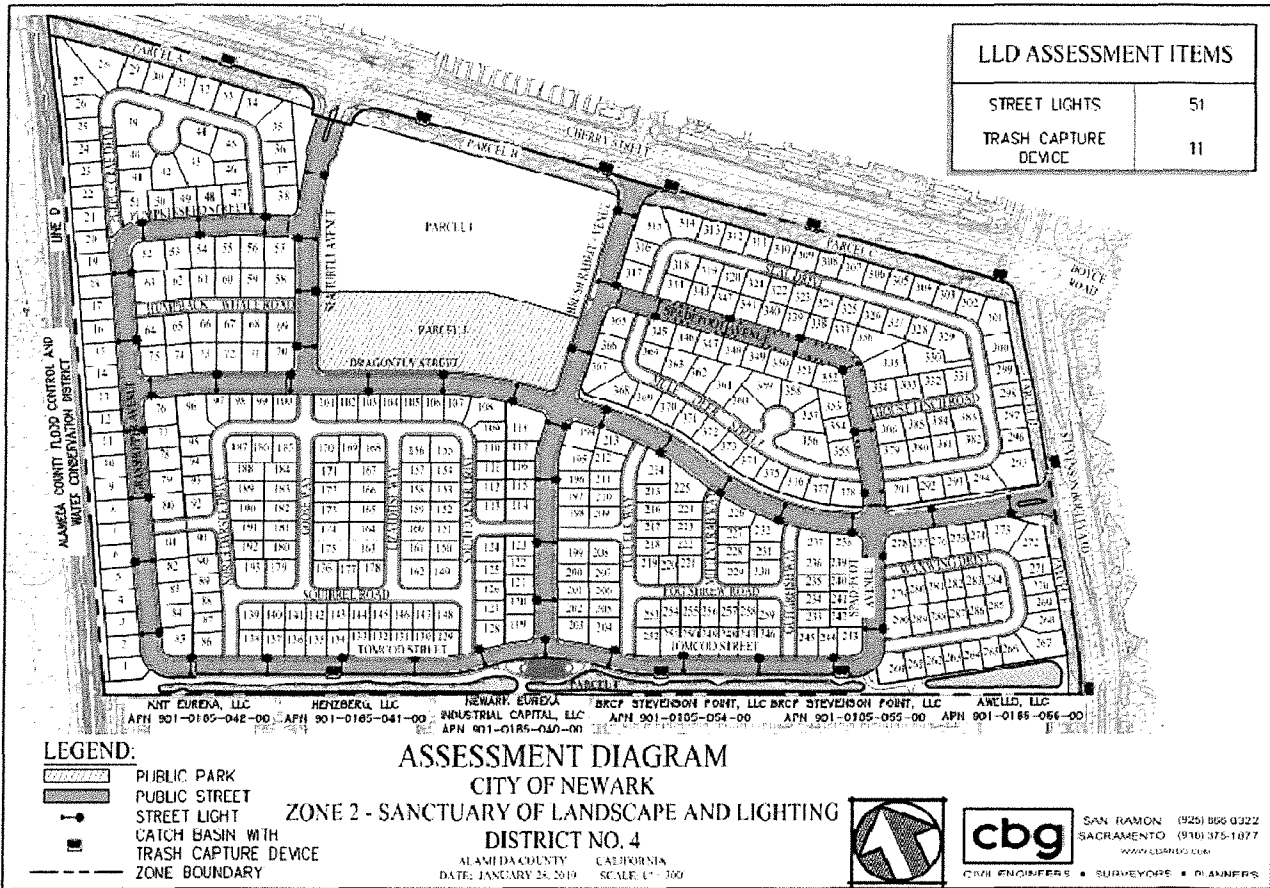
All assessed lots or parcels of real property within the Zone are listed on the Assessment Roll. The Assessment Roll states the maximum amount that may be assessed upon assessable lands within the Zone for Fiscal Year 2019/20 and describes each assessable lot or parcel of land. These lots are more particularly described in the Assessment Roll, which is included in this Report as Appendix C.

The Assessment Roll, Appendix C, shows the current Assessor's Parcel Numbers (APNs), which will be subdivided into individual APNs prior to development. Each individual parcels shall be assessed based on its development status and parcel type.

APPENDIX A
Zone 2 – Sanctuary of Landscape and Lighting District No. 4
Maintenance Exhibit

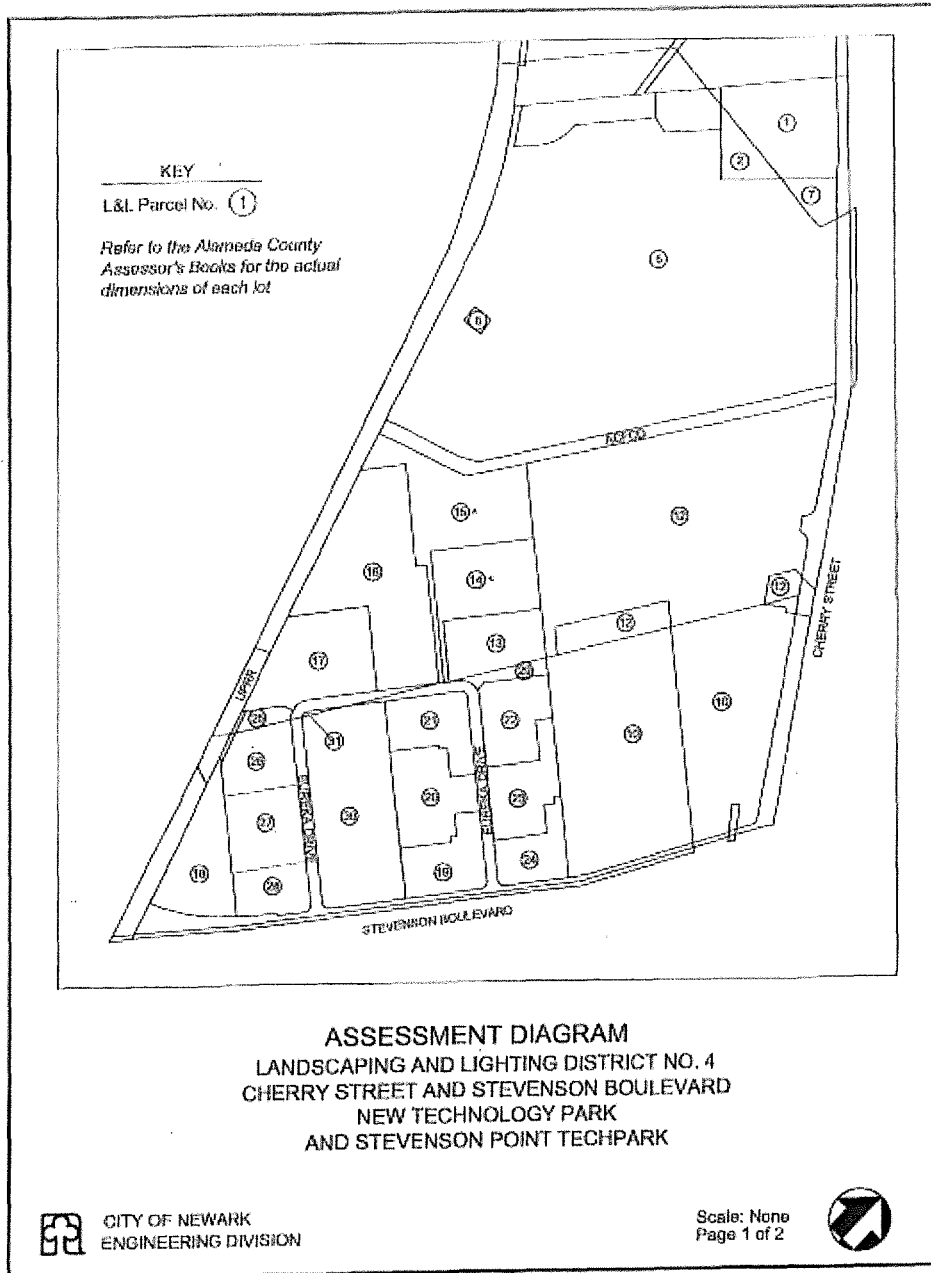


APPENDIX B
Zone 2 – Sanctuary of Landscape and Lighting District No. 4
Assessment Diagram



APPENDIX B

Landscaping and Lighting District No. 4 Assessment Diagram



APPENDIX C
Assessment Roll

The Assessment Roll is hereby incorporated and made a part of this Report, as shown below. Reference is made to the Alameda County Assessment Roll for a description of the lots or parcels in the Zone. The Assessment Roll is shown on the following pages.

City of Newark
 Landscape and Lighting District No. 4
 Zone 2 - Sanctuary
 Fiscal Year 2019/20 Assessment Roll

Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
N/A	N/A	901-0200-016-00	LS NEWARK LLC	EXE	\$0.00	\$0.00	\$0.00
N/A	N/A	901-0200-017-00	LS NEWARK LLC	EXE	\$0.00	\$0.00	\$0.00
N/A	N/A	901-0200-018-00	ARROYO CAP III LLC	EXE	\$0.00	\$0.00	\$0.00
I	1	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	2	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	3	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	4	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	5	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	6	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	7	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	8	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	9	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	10	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	11	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	12	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	13	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	14	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	15	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	16	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	17	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	18	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	19	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	20	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	21	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	22	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	23	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	24	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	25	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	26	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	27	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	28	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	29	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	30	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	31	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	32	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	33	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	34	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	35	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	36	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	37	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	38	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	39	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	40	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	41	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	42	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	43	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	44	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06

Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
I	45	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	46	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	47	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	48	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	49	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	50	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	51	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	52	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	53	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	54	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	55	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	56	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	57	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	58	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	59	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	60	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	61	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	62	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	63	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	64	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	65	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	66	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	67	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	68	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	69	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	70	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	71	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	72	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	73	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	74	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	75	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	76	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	77	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	78	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	79	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	80	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	81	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	82	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	83	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	84	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	85	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	109	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	110	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	111	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	112	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	113	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	114	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	115	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	116	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	117	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	118	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	119	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	120	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	121	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	122	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06

Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
II	123	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	124	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	125	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	126	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	127	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	128	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	86	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	87	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	88	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	89	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	90	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	91	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	92	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	93	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	94	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	95	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	96	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	97	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	98	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	99	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	100	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	101	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	102	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	103	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	104	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	105	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	106	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	107	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	108	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	129	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	130	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	131	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	132	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	133	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	134	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	135	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	136	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	137	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	138	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	139	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	140	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	141	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	142	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	143	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	144	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	145	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	146	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	147	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	148	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	149	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	150	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	151	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	152	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	153	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	154	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06

Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
II	155	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	156	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	157	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	158	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	159	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	160	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	161	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	162	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	163	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	164	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	165	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	166	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	167	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	168	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	169	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	170	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	171	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	172	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	173	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	174	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	175	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	176	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	177	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	178	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	179	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	180	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	181	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	182	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	183	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	184	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	185	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	186	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	187	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	188	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	189	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	190	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	191	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	192	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	193	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
III	194	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	195	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	196	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	197	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	198	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	199	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	200	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	201	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	202	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	203	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	204	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	205	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	206	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	207	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	208	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	209	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06

Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
III	265	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	266	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	267	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	268	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	269	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	270	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	271	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	272	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	273	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	274	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	275	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	276	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	277	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	278	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	279	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	280	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	281	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	282	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	283	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	284	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	285	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	286	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	287	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	288	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	289	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	290	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	291	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	292	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	293	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	294	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	295	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	296	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	355	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	356	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	372	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	373	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	374	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	375	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	376	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	377	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	378	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	379	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	380	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	381	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	382	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	297	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	298	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	299	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	300	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	301	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	302	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	303	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	304	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	305	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	306	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06

Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
IV	364	901 -0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	365	901 -0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	366	901 -0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	367	901 -0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	368	901 -0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	369	901 -0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	370	901 -0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	371	901 -0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	383	901 -0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	384	901 -0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	385	901 -0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	386	901 -0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
TOTALS:					\$73,652.87	\$1,250.64	\$74,907.16

F.1 Approval of a Contractual Services Agreement with Surf to Snow Environmental Resource Management, Inc. for Municipal Regional Stormwater NPDES Permit inspection services in an amount not to exceed \$50,000 and authorization to amend the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020 to provide additional funding for said services – from Assistant City Engineer Imai. (RESOLUTION)

Background/Discussion – The City is obligated to conduct annual inspections of stormwater treatment measures and facilities throughout the City, as detailed in the San Francisco Bay Regional Water Quality Control Board’s (Water Board) Municipal Regional Stormwater NPDES Permit (MRP), under which the City is a permittee. Under MRP Provisions C.3 and C.4, inspections include Operation and Maintenance (O&M) programs, industrial and commercial site measures as well as response and resolution to violations or deficiencies.

In response to current workload demands and lack of dedicated stormwater staff to address State mandated stormwater requirements, the Public Works Department prepared and initiated an open and competitive Request for Proposals (RFP) for stormwater inspection services, in accordance with the City’s Purchasing Rules and Regulations. RFPs were sent to firms that expressed interest, aggregated with outreach lists from neighboring agencies with experience in similar RFPs. The RFP specified that selection would be made based on quality and completeness of submissions as well as a firm’s experience with engagements of similar scope and complexity, satisfaction of previous clients, and proposed rate schedules.

Stormwater inspection services pertain to O&M verification inspections of more than 30 sites with stormwater treatment and hydromodification management measures and inspections of Best Management Practices (BMPs) at more than 60 industrial and commercial facilities. The number of sites requiring inspections is an ever-growing list as the City continues to develop. Contractual services as needed would allow for dedicated inspections and timely enforcement, as City staff advance private development and capital improvement projects that benefit the community. Related duties include, but may not be limited to, enforcement against and resolution of violations and deficiencies, GIS data provision, and public outreach.

Staff received two proposals, which were evaluated on completeness, demonstration of former experience with the required scope of services, satisfaction of previous clients, and proposed rate schedules. Staff is recommending the selection of Surf to Snow Environmental Resource Management, Inc. (S2S) to provide on-call stormwater inspection services.

The contractual services agreement for on-call stormwater inspection services with S2S is in an amount not to exceed \$50,000. The agreement would be for the remainder of the 2018-2019 fiscal year, beginning on April 12, 2019, and expiring on June 30, 2020, renewable for two (2) additional one (1) year terms upon mutual consent of the City and selected consultant, subject to available funding. Under the terms of the agreement, the selected firm will provide the requested services based upon the adopted compensation rates.

Staff requests authorization to amend the 2018-2020 Biennial Budget and Capital Improvement Plan to add \$25,000 to fiscal year 2019-2020 for on-call stormwater inspection services.

Attachments – Resolution; Contractual Services Agreement

Action – It is recommended that the City Council, by resolution, approve the Contractual Services Agreement with Surf to Snow Environmental Resource Management, Inc. for Municipal Regional Stormwater NPDES Permit inspection services in an amount not to exceed \$50,000 and amend the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020 to provide additional funding for said services.

3211574.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A CONTRACTUAL SERVICES AGREEMENT WITH SURF TO SNOW ENVIRONMENTAL RESOURCE MANAGEMENT, INC. FOR MUNICIPAL REGIONAL STORMWATER NPDES PERMIT INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED \$50,000 AND AMENDING THE 2018-2020 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2019-2020 TO PROVIDE ADDITIONAL FUNDING FOR SAID SERVICES

WHEREAS, the City is permitted by, and required to comply with, the San Francisco Bay Regional Water Quality Control Board's Municipal Regional Stormwater NPDES Permit ("Permit"); and

WHEREAS, Permit provision C.3 calls for inspection and verification of Operation and Maintenance programs of stormwater treatment measures; and

WHEREAS, Permit provision C.4 calls for inspections of Industrial and Commercial businesses for compliance; and

WHEREAS, the City issued a Request for Proposals for the aforementioned stormwater inspection services; and

WHEREAS, the City received proposals from two firms and staff evaluated the proposals based on the quality and completeness of submissions, experience with engagements of similar scope and complexity, satisfaction of previous clients, and proposed rate schedules; and

WHEREAS, based on staff's evaluation, Surf to Snow Environmental Resource Management, Inc. was determined to be the most qualified firm to provide the requested services; and

WHEREAS, the City must allocate additional funding from the unallocated fund balance to fund the services to be provided.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve a Contractual Services Agreement with Surf to Snow Environmental Resource Management, Inc. in an amount not to exceed \$50,000.00 for stormwater inspection services.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Mayor of the City of Newark to execute the Contractual Services Agreement with Surf to Snow Environmental Resource Management, Inc. (on file with City Clerk).

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to renew each aforementioned Contractual Services Agreement for up to two (2) additional one (1) year terms upon mutual consent of the City and the selected consultant, subject to prior funding approval by the City Council.

BE IT FURTHER RESOLVED that the City Council hereby approves amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan to add \$25,000 to fiscal year 2019-2020 for the aforementioned Contractual Services Agreements, as follows:

From:

020-0000-2991	Unallocated Fund Balance	\$25,000
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To:

020-2015-5271	Engineering Division Professional and Special Services	\$25,000
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3211576.1

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this 12th day of APRIL, 2019 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **SURF TO SNOW ENVIRONMENTAL RESOURCE MANAGEMENT, INC.**, a California Corporation ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform on-call stormwater inspection services.

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 the proposal, 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 Fifty Thousand Dollars (\$50,000.00) 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 and/or incurring such costs and expenses, 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.** Upon receipt of billing, City shall make payments to Consultant on a monthly basis, 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.

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 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 the proposal. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in the proposal, 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. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. **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. 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.

9. **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.

10. **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.

11. **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.

12. **INSURANCE.** Consultant shall procure and maintain for the duration of this Agreement 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, subconsultants, 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.

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: **\$1,000,000** 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.
(including products-completed operations, personal and advertising injury)
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability: **\$1,000,000** 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. City, its officers, officials, directors, employees and volunteers are to be covered as insureds with respect to 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 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 California 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 City, its officers, officials, directors, employees, agents, and volunteers for losses arising from work performed by Consultant for 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 these 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".

13. 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 18, hereinbelow) a written report (in a form acceptable to 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(s) and whether any City property was involved.

14. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify 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 performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, 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 duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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.

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.

15. 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.

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on June 30, 2020. At the end of the term, the City may renew this Agreement for two (2) one-year terms as authorized by the Public Works Director, City Manager, or City Council.

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.

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by the Public Works Director of the City of Newark (“Administrator”). All correspondence shall be directed to or through the Administrator or his/her designee.

18. 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:

**SURF TO SNOW
ENVIRONMENTAL RESOURCE MGMT, INC.**

BRIAN FRANTZ
Chief Operating Officer

Address: Surf to Snow
2246 Camino Ramon
San Ramon, CA 94583

CITY OF NEWARK

PUBLIC WORKS DIRECTOR
Administrator

City of Newark
Attn: Public Works Director
37101 Newark Boulevard

19. **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.

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

21. **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.

22. **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.

23. **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.

24. **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.

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

26. **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.

27. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. 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.

28. **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.

29. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,
a municipal corporation

SURF TO SNOW
ENVIRONMENTAL RESOURCE
MANAGEMENT, INC.
a California corporation

By _____
Alan L. Nagy, Mayor

By _____


Date _____

Date 3/29/19

Brian Frantz
Printed Name

Attest:

Sheila Harrington, City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A
SCOPE OF SERVICES

Consultant Stormwater Inspection services required pertain to the Municipal Regional Stormwater NPDES Permit Order No. R2-2015-0049 (MRP).

MRP C.3. Inspections

Consultant to provide inspection services and related duties pertaining to MRP C.3. Operation and Maintenance (O&M) Verification Inspections of sites with stormwater treatment and hydromodification management measures. During the first contract year, the City anticipates the Consultant will conduct inspections of approximately 10-15 Regulated Projects. Out of those inspections, approximately 50% will require a second inspection and 10-15% will require a third inspection. As the number of Regulated Projects with installed stormwater management measures increases, the number of required annual inspections will increase as well, with the target number of inspections equal to about one-third of the total number of Regulated Projects. Vault-based stormwater management measures within the City are inspected by third-party inspectors, as allowed under MRP C.3. Review of these third party inspections is included under this scope.

MRP C.4. Inspections

Consultant to provide inspection services and related duties pertaining to MRP C.4., inspections of Best Management Practices at industrial and commercial facilities. The City anticipates that the selected Consultant will be required to conduct an average of 60 first inspections on a yearly basis. Out of these it is expected that approximately 10-15% will require a second inspection and approximately 5% will require a third inspection. The City's engineers will provide the anticipated inspection list to the selected Contractor each year of the contract. However, the inspection list may be modified on occasion in response to business opening/closure or complaints.

Related tasks include, but are not limited to:

- Review of O&M/Inspection records
- Scheduling of inspections and interfacing with business owners/site representatives
- Knowledge of and adherence to City's Enforcement Response Plans for MRP Provisions C.3. and C.4.
- Completion of County-wide standard SSBIR/SSFIR forms
- Collection of geographic information system (GIS) mapping data for each stormwater management measure
- Distribution of appropriate informational literature provided by the City
- Resolution of active or potential violations or deficiencies
- Documentation and reporting as required by City representatives

EXHIBIT B

PAYMENT

Engineering and public works services are billed on a lump-sum basis as detailed below:

Unit	Assumed Hours / unit	Hourly Rate	Unit Rate	Frequency	Total Cost
Initial Set up	30	\$55	\$1,650	One time	\$1,650
Inspections (scheduling, first inspection, photos, QA/QC, and travel)	2.5	\$55 & \$65 (average \$60)	\$150	(varied)	\$11,250
Program Management	2.5	\$90	\$225	1 per month	\$2,700
Monthly Reporting	1	\$65	\$65	1 per month	\$780
Weekly Reporting	1	\$65	\$65	4 times per month	\$3,120
Total of Above Units					\$19,500
Per Inspection Cost if Assume 75 Initial Inspections all inclusive of above units (FIRST INSPECTION STATUS)					\$260
See below for 2 nd Inspection/Warning Letters Required					
Inspections (scheduling, 2 nd or 3 rd inspection, photos, QA/QC, warning letter, and travel) – assume 15% of 150	3	\$55 & \$65 (average \$60)	\$180	Assumes 20 inspections	\$3,600
Overall Total Cost of C.3 and C.4 Inspections (all 1st, 2nd, and 3rd inspections)					\$23,100

Standard Position Title	Hourly Rate	Weekend Rates (1.5 times)
Principal-In-Charge	\$ 90	\$135
Project Manager / Primary Point of Contact	\$ 75	\$112.50
Lead Inspector, QA/QC Coordinator	\$ 65	\$97.50
Field Inspector	\$ 55	\$82.50
GIS Specialist	\$ 55	\$82.50
Backup Inspector (QSP)	\$ 65	\$97.50

As derived from the tables above and with consideration of possible additions to the total number of inspections, the contract amount of this Agreement is Not To Exceed \$50,000.00.

F.2 Approval of a Contractual Services Agreement with West Coast Arborists, Inc. in an amount not to exceed \$955,000 for remaining fiscal year 2018-2019 and fiscal year 2019-2020 Tree Maintenance Services – from Assistant Maintenance Superintendent Hornbeck. (RESOLUTION)

Background/Discussion – The City of Newark regularly utilizes outside consultants to perform ongoing maintenance of City trees located in parks, streets and City-owned properties. The Maintenance Division of the Public Works Department prepared and released an open and competitive Request for Proposals (RFP) for 2019-2020 Tree Maintenance Services in accordance with the City’s Purchasing Rules and Regulations. The RFP specified that selection would be made based on the quality and completeness of proposals, experience of staff and management team, proposed methodology, quality control program, satisfaction of previous clients and quality of referenced work, proficiency with billing practices, financial stability of company, quality of equipment, tools and uniforms, and proposed rate schedules/estimated cost for services.

Staff received a total of five (5) proposals on or before March 26, 2019 from the following proposers:

- Arboricultural Specialists, Inc. dba The Professional Tree Care Company
- Arborists Now, Inc.
- Bay Area Tree Specialists
- New Image Landscape Company
- West Coast Arborists, Inc.

Proposals from each of these entities were subsequently evaluated based on the selection criteria listed above. West Coast Arborists, Inc. provided the most comprehensive proposal that satisfied these selection criteria, including the most competitive rate schedules/estimated cost for services. West Coast Arborists, Inc. has previously provided excellent service of a similar nature to the City and based on staff’s analysis would provide the best overall value to the City for current tree maintenance service needs. Staff is therefore recommending the selection of West Coast Arborists, Inc. to provide tree maintenance services for the remainder of fiscal year 2018-2019 and for fiscal year 2019-2020.

The Contractual Services Agreement would begin on April 15, 2019, and expire on June 30, 2020, with options for renewal of up to four (4) additional one (1) year terms upon mutual consent of the City and selected consultant as authorized by the Public Works Director, subject to available funding levels to be approved by the City Council. Under the terms of the agreement, West Coast Arborists, Inc. would provide the requested services in the amount not to exceed \$955,000 combined for remaining fiscal year 2018-2019 and fiscal year 2019-2020 based upon the adopted compensation rates. Renewal contract prices may be increased annually by the consumer price index identified in the agreement.

The 2018-2020 Biennial Budget and Capital Improvement Plan has sufficient funding for all tree maintenance services under this agreement.

Attachments – Resolution; Contractual Services Agreement

Action – It is recommended that the City Council, by resolution, approve the Contractual Services Agreement with West Coast Arborists, Inc. in an amount not to exceed \$955,000 for remaining fiscal year 2018-2019 and fiscal year 2019-2020 Tree Maintenance Services.

3211692.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING A CONTRACTUAL SERVICES
AGREEMENT WITH WEST COAST ARBORISTS, INC. IN AN
AMOUNT NOT TO EXCEED \$955,000 FOR REMAINING
FISCAL YEAR 2018-2019 AND FISCAL YEAR 2019-2020 FOR
TREE MAINTENANCE SERVICES

WHEREAS, the City prepared and released a Request for Proposals for tree maintenance services in City parks, streets and other City-owned properties; and

WHEREAS, the City received proposals from five firms that were evaluated by staff based on the quality and completeness of proposals, experience of staff and management team, proposed methodology, quality control program, satisfaction of previous clients and quality of referenced work, proficiency with billing practices, financial stability of company, quality of equipment, tools and uniforms, and proposed rate schedules/estimated cost for services; and

WHEREAS, based on the evaluation, staff determined that West Coast Arborists, Inc. is the most qualified firm to provide the requested tree maintenance services at the best value to the City.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve a Contractual Services Agreement with West Coast Arborists, Inc. in an amount not to exceed \$955,000.00 for tree maintenance services in fiscal years 2018-2019 and 2019-2020.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Mayor of the City of Newark to sign the Contractual Services Agreement, attached hereto.

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to renew the aforementioned Contractual Services Agreement for up to four (4) additional one (1) year terms upon mutual consent of the City and West Coast Arborists, Inc. under the terms of the agreement, subject to prior funding approval by the City Council.

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS
TREE MAINTENANCE SERVICES**

This Service Agreement (hereinafter "Agreement") is made and entered into this 12th day of APRIL, 2019 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **WEST COAST ARBORISTS, INC.**, a California Corporation ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform ongoing Tree Maintenance Services in City parks, streets, and other City-owned property.

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 the proposal and 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 Nine Hundred Fifty-Five Thousand and 00/100 Dollars (\$955,000.00) combined for Fiscal Years 2018-2019 and 2019-2020 unless the performance of services and/or reimbursement of costs and expenses in excess of said amount has been approved in advance of performing such services and/or incurring such costs and expenses, 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 identification of personnel who performed Services, hours worked, hourly rates, certified payrolls and any 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.** Upon receipt of billing, City shall make payments to Consultant on a monthly basis, 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.

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 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.

The duration of this contract shall be from April 15, 2019 to June 30, 2020. If both the City and Consultant agree, this contract is renewable by Task Order for up to four (4) additional one (1) year periods, as authorized by the Public Works Director, subject to available funding to be approved in advance by the City Council. Renewal contract prices for each annual renewal may be increased by a percentage equivalent to the San Francisco-Oakland-San Jose All Urban, All Terms Consumer Price Index as listed on the Bureau of labor web page (<http://data.bls.gov/cgi-bin/survey/most>) for the most recent twelve (12) month period available at the time renewal is being contemplated.

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 the proposal. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in the proposal, 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. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, tools and labor which may be required for furnishing Services.

8. 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. 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.

9. **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.

10. **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.

11. **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.

12. **INSURANCE.** Consultant shall procure and maintain for the duration of this Agreement 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, subconsultants, 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.

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: **\$2,000,000** 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.
(including products-completed operations, personal and advertising injury)
2. Automobile Liability: **\$2,000,000** per accident for bodily

injury and property damage.

3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability: **\$1,000,000** 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. City, its officers, officials, directors, employees and volunteers are to be covered as insureds with respect to 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 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 California 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 City, its officers, officials, directors, employees, agents, and volunteers for losses arising from work performed by Consultant for 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 these 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".

13. **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 18, hereinbelow) a written report (in a form acceptable to 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(s) and whether any City property was involved.

14. **INDEMNIFICATION/SAVE HARMLESS**. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify 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 performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, 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 duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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.

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.

15. 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.

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on June 30, 2020. At the end of the term, the City may renew this Agreement for up to four (4) additional one-year terms as authorized by the Public Works Director, subject to prior funding approval by the City Council and pursuant to Section 4 of this Agreement.

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.

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by the Public Works Director of the City of Newark (“Administrator”). All correspondence shall be directed to or through the Administrator or his/her designee.

18. 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:

WEST COAST ARBORISTS, INC.

CITY OF NEWARK

VICTOR GONZALEZ, M.A.
Vice President

PUBLIC WORKS DIRECTOR
Administrator

Address: West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806

City of Newark
Attn: Asst. Maintenance Superintendent
37101 Newark Boulevard
Newark, CA 94560

19. 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.

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

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. 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.

28. **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.

29. **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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,
a municipal corporation

WEST COAST ARBORISTS, INC.
a California corporation

By _____
Alan L. Nagy, Mayor

By _____
Patrick Mahoney, President

Date _____

Date _____

Attest:

Sheila Harrington, City Clerk

Date _____

Approved as to form:

Kristopher J. Kokotaylo, Interim City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

The Tree Maintenance Scope of Services is generally described as follows:

1. Prune miscellaneous street trees of various sizes in specified project areas and throughout the City.
2. Prune miscellaneous trees of various sizes along public right-of-ways and medians throughout the City.
3. Prune miscellaneous park trees and other trees, of various sizes throughout City parks and other properties.
4. Remove miscellaneous trees, including stumps, of various sizes throughout the City.
5. Replace 15-gallon container size trees of various varieties at removal locations.
6. Soil drench treatment for aphids to various trees throughout the City.
7. Provide inspection services as needed

The full Scope of Services and all related requirements are specific in the 2019-2020 Tree Maintenance Services Request for Proposals dated February 28, 2019, incorporated herein by reference.

EXHIBIT B

PAYMENT

Consultant's Tree Maintenance Services are to be billed monthly on an itemized basis with total quantities provided pursuant to the service item prices detailed below:

<u>Service Category</u>	<u>Unit</u>	<u>D.B.H.</u>	<u>Item Price</u>
Median Tree Pruning	Each	7"-12"	\$ 90.00
	Each	13"-18"	\$ 170.00
	Each	19"-24"	\$ 220.00
	Each	25"-30"	\$ 325.00
	Each	30"+	\$ 525.00
Street Tree Pruning	Each	0"-6"	\$ 40.00
	Each	7"-12"	\$ 70.00
	Each	13"-18"	\$ 125.00
	Each	19"-24"	\$ 175.00
	Each	25"-30"	\$ 280.00
	Each	30"+	\$ 390.00
Park Tree Pruning	Each	7"-12"	\$ 90.00
	Each	13"-18"	\$ 170.00
	Each	19"-24"	\$ 220.00
	Each	25"-30"	\$ 325.00
	Each	30"+	\$ 525.00
Tree Removal	Each	7"-12"	\$ 300.00
	Each	13"-18"	\$ 445.00
	Each	19"-24"	\$ 595.00
	Each	25"-30"	\$ 935.00
	Each	30"+	\$1,465.00

(Continued next page)

EXHIBIT B (cont.)

PAYMENT

<u>Service Category</u>	<u>Unit</u>	<u>D.B.H.</u>	<u>Item Price</u>
Stump Removal	Each	0"-6"	\$ 40.00
	Each	7"-12"	\$ 95.00
	Each	13"-18"	\$ 175.00
	Each	19"-24"	\$ 250.00
	Each	25"-30"	\$ 350.00
	Each	30"+	\$ 350.00
Soil Drench	Each	7"-12"	\$ 30.00
	Each	13"-18"	\$ 30.00
	Each	19"-24"	\$ 50.00
	Each	25"-30"	\$ 85.00
Root Barrier	Each	N/A	\$ 130.00
Trees - 15 Gallon	Each	N/A	\$ 130.00
Drain Pipe	Each	N/A	\$ 19.00
Branch Removal	Each	<u>Branch Dia.</u>	
		0"-3"	\$ 39.00
		3"-6"	\$ 80.00
		6"-9"	\$ 105.00
	Each	9"-12"	\$ 170.00
Crew Rental – 1 man	hour	N/A	\$ 73.00
Crew Rental – 3 men	hour	N/A	\$ 219.00
Level One Arborist Inspection	per tree	N/A	\$ 3.00

As derived from the itemized list above and with consideration of the total scope of services contemplated, the total combined contract amount of this Agreement for Fiscal Years 2018-2019 and 2019-2020 is Not To Exceed \$955,000.00 without advanced approval via Task Order pursuant to Section 4 of the Agreement. Potential annual renewals pursuant to this Agreement require advanced funding approval from the City Council of the City of Newark.

Consultant shall pay the applicable general prevailing wage rates on file with the Department of Industrial Relations for all applicable services rendered by its employees under this Agreement and in accordance with the requirements in the Request for Proposals. Certified payrolls shall be provided by Consultant with each payment request.

EXHIBIT C

CONSULTANT'S QUALIFICATIONS

(see attached)

WCA



WCAINC.COM • 800.521.3714 • LIC #366764 • DIR #1000000956

CITY OF NEWARK 2019-2020 TREE MAINTENANCE SERVICES



Setting the gold standard.



Tree Pruning



Tree Removal



Tree Planting



GPS Tree Inventory



Emergency Response



Plant Health Care



ISA Certified



1 STATEMENT OF QUALIFICATIONS

WEST COAST ARBORISTS, INC. (WCA) is a family-owned and operated union company employing over 900 full-time employees providing tree maintenance and management services. We are proudly serving over 275 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona.

COMPANY INFORMATION

President: Patrick Mahoney
Organization Type: Corporation
Established: 1972
Federal Tax ID: 95-3250682
DIR Registration: 1000000956
Members of Laborers' Union: LiUNA!

CORPORATE OFFICE

2200 E. Via Burton St.
Anaheim, CA 92806

REGIONAL OFFICES

Fresno, CA
Phoenix, AZ
Riverside, CA
Sacramento, CA
San Diego, CA
San Jose, CA
San Francisco, CA
Stockton, CA
Ventura, CA

AUTHORIZED CONTACTS

CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President
Corporate Office
Phone (714) 991-1900
Fax (714) 956-3745
Email: vgonzalez@wcainc.com

FIELD MANAGEMENT

Joe Bartolo, Area Manager
390 Martin Ave.,
Santa Clara, CA 95050
Phone (408) 855-8660
Fax (408) 844-8606
Email: jbartolo@wcainc.com

EMERGENCY RESPONSE 24/7

866-LIMB-DOWN

OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

Tree care professionals serving communities who care about trees.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



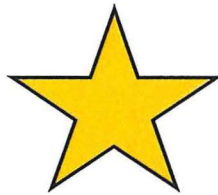
80+ ISA Certified Arborists



40+ Years Experience (Similar Size & Scope)



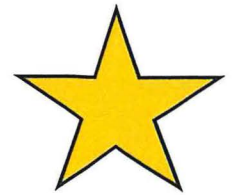
900+ Qualified Employees



Proud Union Company LiUNA!



Local Office San Jose



1,500 Pieces of Equipment (Owned)

CORPORATE CAPABILITIES

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49 & C27
- Over \$8,500,000 line of credit available
- Bonded by CBIC, an A+ rated company
- Over 840 employees
- Over 250 contracts with public agencies
- 80+ Certified Arborists
- 142 Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 500,000 trees **pruned** annually over past 3 years
- Avg. 18,000 trees **removed** annually over past 3 years
- Avg. 14,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$10 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over \$95 million annually
- Fleet of approximately 1,000 pieces of equipment



Active Memberships:

- Tree Care Industry Association (TCIA)
- International Society of Arboriculture (ISA)
- League of California Cities (LCC)
- California Parks & Recreation Society (CPRS)
- Association of California Cities- Orange County (ACCOC)
- Maintenance Superintendents Association (MSA)
- California Landscape Contractors Association (CLCA)
- Street Tree Seminar (STS)
- California Urban Forest Council (CaUFC)
- American Public Works Association (APWA)

dca DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number: **366764**

Business Name: **WEST COAST ARBORISTS INC**

Classification(s): **C61/D49 C27**

Expiration Date: **12/31/2020**

Entity: **CORP**

www.cslb.ca.gov

State of California
Department of Industrial Relations

Public Works Contractor (PWC) Registration Search

Enter at least one search criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year:

PWC Registration Number:

Contractor Legal Name:

License Number: [Contractor License Lookup](#)

County:

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1000000000).

Search Results
One registered contractor found: 1

Details	Legal Name	Registration Number	County	City	License Type/Number
View	WEST COAST ARBORISTS, INC.	1000000956	ORANGE	ANAHEIM	CSLB:366764

dpr CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2018
EXPIRES: December 31, 2019

Pest Control Business - Main LICENSE
LICENSE NO. 39575

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address
WEST COAST ARBORISTS, INC.
2200 E VIA BURTON ST
ANAHEIM, CA 92806

Business Location
WEST COAST ARBORISTS, INC.
2200 E VIA BURTON ST
ANAHEIM, CA 92806

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

DIR # 1000000956



2

STAFF QUALIFICATIONS



Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.

INTRODUCTION

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry.

WORK FORCE

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."

CERTIFICATION

WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

CREW EVALUATION

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.

Patrick Mahoney, President



Rose Epperson, Vice President



Chris Crippen, VP IT



Andy Trotter, VP Field Operations



Jason Pieggar, Regional Manager



Richard Mahoney, Vice President



Debbie DePasquale, VP Contract Services



Victor Gonzalez, VP Marketing



Randy Thompson, VP Operations



UPPER MANAGEMENT TEAM

From marketing, contract administration, field and fleet management, to information technology, our Upper Management Team is involved in the day-to-day operations supporting each Project Team and Customer to ensure the highest quality of tree care is being achieved in the industry.

PROJECT TEAM

JOE BARTOLO, AREA MANAGER

ISA Certified Arborist #WE 2034AU • ISA Tree Risk Assessment #E0509 • TCIA Certified Arborist #303 • TLC Wildlife Aware
Mr. Bartolo has been with WCA since 1994. He has over 20 years experience in the arboriculture field. He is responsible for estimating, scheduling, contract administration, personnel and daily operation. He is responsible for field operations, customers service, and management of crews throughout Santa Clara County. Through his employment he has gained valuable experience in computer estimating, tree inventory systems, and costing programs which are essential in the efficient operation of tree crews.

RAY ONTIVEROS SUPERVISOR

TLC Wildlife Aware • TCIA Certified Treecare Safety Professional #2597
As Site Supervisor, Ray is a full-time employee who speaks fluent English. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisor, he will communicate with contract administrators and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. He will also assist in employee training programs, maintain records, and file daily reports and receipts.

LORENE OKAMOTO, CUSTOMER SERVICE REPRESENTATIVE (CSR)

As the CSR (Customer Service Representative), Lorene is responsible for providing support to the Area Manager, Site Supervisors and crew. She is to act as a liaison between the company and it's clients as well as the general public. Lorene is responsible for responding to customer service inquires and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.

ERNESTO MACIAS, SAFETY MANAGER/ UNION LIAISON

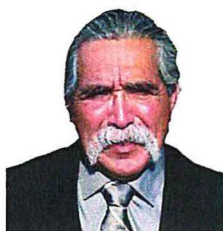
ISA Certified Arborist #WE 7120AUM • TICA Safety Professional #1115
Ensures safety company-wide which includes the development, implementation and review of the company's in-house training programs, crew safety audits, and the company's Injury & Illness Prevention Program.

GLENN REEVE, CONSULTING ARBORIST

ISA Board Certified Master Arborist WE 10177ATM • DPR Qualified Pest Control Applicator # 136261 • TLC Wildlife Aware
WCA's PHC program is managed in-house; there is no subcontracting. Staff is licensed by the CA Dept. of Pesticide Regulation. Our program goes beyond standard chemical applications as we expanded our services to include an Integrated Pest Management program. Inspection, diagnosis, treatments, evaluations and arborist reports are available as needed.



Joe Bartolo, Area Mgr.



Ray Ontiveros, Supervisor



Lorene Okamoto, CSR



Ernesto Macias, Safety Mgr.



Glenn Reeve, Consulting

900+
Employees

LiUNA!

In partnership with the Laborer's International Union of North America
Higher Standards + Exemplary Training = Superior Employees

ISA Certified

81

Arborists

5

Board Certified Master Arborists

142

Tree Workers

WCA staff is trained to design and implement Traffic Control Plans.



1

Certified Urban Forester

74

WCA Certified Utility Line Clearance Workers

18

ISA Certified Utility Specialists

25

TCIA Certified Tree Care Safety Professionals

8

ISA Municipal Specialist

1

Nursery in Placentia & Dedicated Manager

6

Information Technology Specialists

75

Fleet Mechanics

16

NCCCO Certified Crane Operators

Unique Capabilities

PHC

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications.

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

2

Advisors

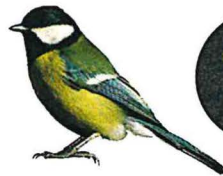
10

Applicators



WILDLIFE PROTECTION

WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for Tree Care for Birds and Other Wildlife.



70

WCA has 70 staff members certified through the Wildlife Aware and Wildlife Training Institute.

Board Certified Master Arborists

Michael Palat WE 6541 BUM
Kelley Gilleran WE 7061 B
Tim Grothers WE 7655 BUM
Cris Falco WE 7490 B
Glenn Reeve WE 10177 B



2 ASCA Consulting Arborists: Michael Mahoney, RCA #353 - Cris Falco, RCA #557

WCA's ISA Certified Arborists

Employee Name	Cert #	Employee Name	Cert #
ADAN BALTAZAR REYNAGA	WE-7786AT	JESUS RAYA	WE-3449A
AL EPPERSON	WE-0719A	JOEL LOPEZ	WE-10871A
ANDREW R. TROTTER	WE-0642A	JOHN LEE PINEDA	WE-10367A
ARLENE BISCAN	WE-9806A	JORGE MAGANA	WE-3460A
BENJAMIN EUGENE BORDSON	WE-10777A	JOSE A. GONZALEZ MENDEZ	WE-6475A
BRIAN C. KIRKEGAARD	WE-10476A	JOSE M. CORTEZ TORRES	WE-8539A
BRIAN M. KOCH	WE-0341A	JOSE M. CHAVARRIA MANZO	WE-11210AT
CALVIN F. HAUPT	WE-7634A	JOSE MANUEL PEREZ	WE-0818A
CARLOS BRACAMONTES	WE-8557A	JOSEPH BARTOLO	WE-20344U
CHARLES PATRICK MADSEN	WE-0462A	JOSEPH NICK ALAGO	WE-4396A
CORINNE GRUNDER BASSETT	WE-11625A	JUAN ORTIZ	WE-8514A
CRISTAN ANGELO FALCO	WE-7490A	JUAN C. IXTA	WE-10144A
CURTIS PATRICK WORTH	WE-10972A	JUSTIN LEE MENZEL	WE-11756A
DANIEL CHAVARRIA	WE-10292A	KELLEY LEWIS GILLERAN	WE-7061A
DANIEL MAHONEY	WE-10434A	KRIS BURBIDGE	WE-9566A
DAVID COOPER	WE-0497A	LEONEL CORTEZ	WE-8625A
DEBORAH DEPASQUALE	WE-3812A	LORENZO PEREZ	WE-7443A
EDUARDO VARGAS	WE-11058AT	MANUEL BRIANO	WE-8791A
ELOY MARQUEZ	WE-11566AT	MARCO A. PADILLA JIMENEZ	WE-8621A
ERICK SERRANO	WE-6750A	MARIA MUNOZ-CAMPOS	WE-8267A
ERNESTO J. F. MACIAS	WE-7120A	MATED ARVIZU	WE-10151A
EUGENE BARRIENTOS	WE-8701A	MICHAEL W. PALAT	WE-6541A
FELIX HERNANDEZ	WE-2037A	NESTOR VALENCIA	WE-11359A
GERARDO PEREZ	WE-9131AT	PATRICK D. MAHONEY	WE-1172A
GERARDO MARTINEZ GARCIA	WE-11358A	RANDY J. THOMPSON	WE-1043A
GLENN D. WHITLOCK REEVE	WE-10177A	REBECCA A. MEJIA	WE-2355A
GONZALO REGALADO	WE-9952A	RENE ROSALES	WE-7941AT
HECTOR MONTES	WE-8079A	RICHARD R. MAHONEY	WE-1171A
HERMINIO PADILLA	WE-7552A	ROBERT D. THOMPSON	WE-0915AU
HUGO ANGEL RINCON	WE-8710A	RODNEY LYNN MORGAN	WE-9546A
IGNACIO LOPEZ	WE-7329A	ROSE M. EPPERSON	WE-1045A
ISIDRO ESTRADA BARBOZA	WE-11685A	SEAN PATRICK SULLIVAN	WE-10050A
J. ALONSO GARCIA-LOPEZ	WE-8499A	SHAWN A. GUZIK	WE-3182A
JAIME ROBELIO HERNANDEZ	WE-5297A	STEFAN B. KALLENBERG	WE-10730A
JAMES CHARLES WORKING	WE-1592A	STEPHEN GLENN DAVIS JR	WE-10894A
JAMES PAUL SPECK II	WE-10858AT	STEVE B. HUNT	WE-1044A
JARED LEE MAYSEY	WE-11510A	TIMOTHY CROTHERS	WE-7655A
JASON PINEGAR	WE-2039AU	VICTOR M. GONZALEZ	WE-7175A
JASON ROSS DAVLIN	WE-7628A	WALLACE BURCH	WE-0713A
JEFFERY B. WILLIAMS	WE-1100A	WILLIAM STEVE PONCE	WE-8461A
JOSE INEZ MANCILLA	WE-10983T	JULIO C. GARCIA VAZQUEZ	WE-11175T
JOSE JUAN PEREZ	WE-11246T	KYLE JAMES VIGNEAU	WE-10962T
JOSE LUIS DELREAL	WE-11231T	LEONARDO RAMOS	WE-11264T
JOSE M. CORTEZ TORRES	WE-8539AUT	LEONEL CORTEZ	WE-8625AT
JOSE M. MUNIZ GARCIA	WE-11686T	LETUSA MUAU JR	WE-11021T
JOSE M. CHAVARRIA MANZO	WE-11210T	LORENZO PEREZ	WE-7443AT
JOSE MANUEL PEREZ	WE-0818AT	LUIS A. MUNOZ RAMIREZ	WE-11023T
JOSE R. GRANADOS	WE-11186T	LUIS P. PEREZ	WE-11245T
JOSEPH ANTHONY NUNN	WE-11034T	MANUEL BARRAGAN	WE-10925T
JUAN BECERRA	WE-10932T	MANUEL BRIANO	WE-8791AT
JUAN MARQUEZ	WE-10987T	MARCO A. PADILLA JIMENEZ	WE-8621AT
JUAN ORTIZ	WE-8514AT	MARCO ANTONIO VERGARA	WE-11065T
JUAN TELLEZ TAPIA	WE-11137T	MARCOS RICHARD-MARTINEZ	WE-10989T
JUAN AMADOR ARCE	WE-11480T	MARCOS GAMINO	WE-11482T
JUAN C. PENNA-ARIAS	WE-11327T	MARTIN BARRERA	WE-10928T
JUAN CARLOS MORA	WE-11019T	MATED ARVIZU	WE-10918T

WCA's ISA Certified Tree Workers

Employee Name	Cert #	Employee Name	Cert #
ADAM RODRIGUEZ	WE-11281T	FELIX HERNANDEZ	WE-2037AT
ADAN BALTAZAR REYNAGA	WE-7786AT	FRANCISCO LOPEZ	WE-10952T
AGUSTIN LOZANO	WE-11306T	FRANCISCO RAMIREZ	WE-11259T
ALEJANDRO VALENZUELA	WE-11674T	FRANCISCO VILLANUEVA	WE-10965T
ALFREDO ANGEL LOPEZ	WE-11334T	FRANCISCO URENA JIMENEZ	WE-11075T
ANDRES ROMAN	WE-11285T	GABRIEL GAMINO	WE-11167T
ANTONIO CASTELLANOS	WE-11203T	GABRIEL MERCADO RUIZ	WE-11568T
ANTONIO GRADILLA	WE-11185T	GERARDO PEREZ	WE-9131AT
ANTONIO GARCIA CONTRERAS	WE-11173T	GERARDO A. DRUNDO	WE-11036T
ARIEL ALONSO	WE-10906T	GERARDO MARTINEZ GARCIA	WE-10997T
ARMANDO SOTO	WE-11131T	GLENN D. WHITLOCK REEVE	WE-10177ATM
ARMANDO O. LOPEZ	WE-10953T	GONZALO REGALADO	WE-9952AT
AUDMARIO CORRAL	WE-11220T	HECTOR MONTES	WE-8079AUT
AURELIO COVARRUBIAS	WE-11629T	HERIBERTO CORDONEL WENCESLAD	WE-11218T
AURELIO PAZ-GUZMAN	WE-11084T	HUGO ANGEL RINCON	WE-8710AT
BRIAN C. KIRKEGAARD	WE-10476AT	HUMBERTO CHAVARRIA	WE-11207T
CARLOS IXTA	WE-11106T	ISAIAS MACIAS	WE-10979T
CARLOS RAMOS	WE-11263T	ISRAEL A. RAMIREZ	WE-11567T
CELEDONIO R. MANZANO OLEA	WE-10984T	J. REFUGIO ESCAMILLA	WE-11153T
CELESTINO PEREZ	WE-11243T	J. SOCORRO GARCIA	WE-11172T
CESAR WENCESLAD	WE-10968T	JAIME ROBELIO HERNANDEZ	WE-5297AT
CESAR G. VALENZUELA REYES	WE-11076T	JAMES CHARLES WORKING	WE-1592AT
CHARLES F.M. INSCO	WE-11368T	JEFFERY B. WILLIAMS	WE-1100AT
CURTIS PATRICK WORTH	WE-10972AT	JESUS RAYA	WE-3449AT
DANIEL CHAVARRIA	WE-10292AT	JESUS A. MONTES	WE-1101AT
DANIEL RIVAS	WE-10850T	JESUS M. SARABIA PENA	WE-11450T
DANIEL GEORGE POTTS	WE-11534T	JOEL LOPEZ	WE-10871AT
DANIEL J. KNUITSEN JR	WE-11715T	JOEL MARTINEZ	WE-10992T
DANNY AVITIA	WE-11638T	JOEL ORTIZ	WE-11039T
DELFINO AGUILAR-MORALES	WE-10900T	JOEL M. RIVERA	WE-11273T
DEMETRIO LIRA	WE-11323T	JOHN LEE PINEDA	WE-10367AT
DEMETRIO OSEGUERA	WE-11043T	JORGE ARREOLA-HERNANDEZ	WE-11321T
EDIBERTO SERNA SALAZAR	WE-11051T	JORGE DUENAS	WE-1144T
EDUARDO AVILA	WE-10812T	JORGE JIMENEZ	WE-1110T
EDUARDO MARTINEZ BECERRA	WE-10991T	JOSAFAT MONTOYA	WE-11015T
EDUARDO VARGAS	WE-11058T	JOSE AGUAYO	WE-10899T
ELIGIO IBARRA CARDOZO	WE-11197T	JOSE JIMENEZ	WE-11108T
ELOY MARQUEZ	WE-11566T	JOSE JIMENEZ HERNANDEZ	WE-1113T
ENRIQUE SANDOVAL	WE-11302T	JOSE VEGA	WE-11062T
ERNESTO GONSALEZ	WE-11461T	JOSE A. ALVAREZ	WE-10908T
EUGENE BARRIENTOS	WE-8701AUT	JOSE A. GONZALEZ MENDEZ	WE-6475AT
FAUSTO GUZMAN	WE-11083T	JOSE ABEL CANCINO	WE-11192T
FELIX GARCIA	WE-11170T	JOSE AGUSTIN CARRILLO	WE-11200T
MELCHOR LEMUS	WE-11237T	JOSE F. DRELLANA	WE-11483T
MICHAEL LOUIS YOUNG	WE-11687T	ROBERT JAY ADDISON JR	WE-10898T
MIGUEL AYALA	WE-10924T	RODNEY LYNN MORGAN	WE-9546AUT
MIGUEL MACIAS	WE-10978T	ROMUALDO BAETA LUNA	WE-11165T
NELSON R. AGUIRRE	WE-10901T	SALDOMON SILVA	WE-11053T
OSCAR IGNACIO RIVERA	WE-11424T	SALUSTIO SANCHEZ	WE-11462T
PEDRO CUEVAS	WE-11765T	SAMUEL JIMENEZ	WE-11109T
PEDRO GARCIA	WE-11168T	SANTOS MACIAS LEMUS	WE-10980T
PEDRO SANDOVAL	WE-11301T	SERGIO LOPEZ-RIVERA	WE-10957T
PEDRO ALTAMIRANO	WE-11095T	STEFAN B. KALLENBERG	WE-10730AT
RAMON ZUNIGA GOMEZ	WE-10977T	STEPHEN GLENN DAVIS	WE-10894AT
RANULFO PERALTA CASTANEDA	WE-11202T	STEVE B. HUNT	WE-1044A
RAUL MANZO HERNANDEZ	WE-10985T	VENTURA GOMEZ	WE-11180T
RAUL TELLEZ TAPIA	WE-11138T	WALLACE BURCH	WE-0713AT
RAYMUNDO GUTIERREZ	WE-11080T		
RENE ROSALES	WE-7941AT		

PRUNE CLASSIFICATIONS

Grid Prune- Grid tree pruning is based on pruning in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 25% of the live foliage removed at a given time.

Full Prune/Crown Reduction- Crown reduction is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be reduced. A full prune is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a full prune shall have more than 25% of the live foliage removed at a given time.

Service Requests

A Service Request Prune includes tree maintenance services on designated tree(s) as ordered by the Agency Arborist or designee. Pruning may include structural pruning, crown raising, crown cleaning or pruning to reduce/restore the crown. Whichever work type is ordered by the Agency, pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. Work assignments from the Agency may require mobilization from one tree site to another within the Agency.

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Small Tree Care

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement

3

METHODOLOGY/ SERVICE APPROACH

Palm Trunk Skinning

Palm tree skinning consists of the removal of dead frond bases (only), at the point they make contact with the trunk without damage to the live trunk tissue.

Root Pruning

We strongly recommend against any root pruning, however, should the Agency elect to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away.

Tree Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification.

Tree Planting

We can replace trees that have been removed and plant new trees in accordance with specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Flag hanging
- Holiday light installation
- Changing ball park lights
- Misc. use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.

Plant Health Care

Tim Crothers, Plant Health Care Manager

- ISA Board Certified Master Arborist WE-7655 BUM
- DPR Qualified Pest Control Applicator #145321
- QAL Category B & D

Our PHC program managed by Tim Crothers goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

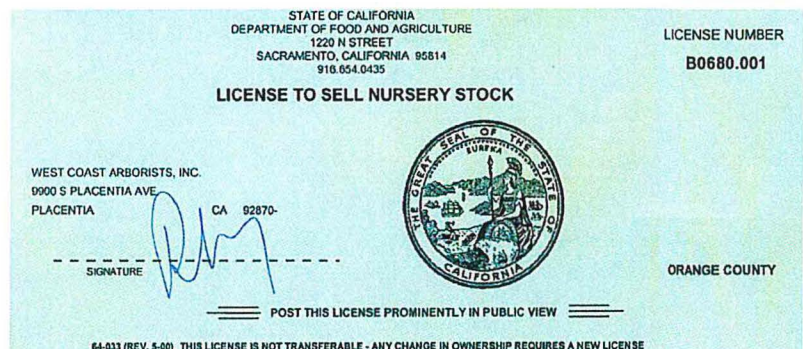


ABILITY TO ACQUIRE, PURCHASE & STAGE TREES

Cities expect the highest quality of new trees, proven varieties and an organization with the knowledge and skills to provide them with the latest and most reliable information available related to tree planting. By meeting these expectations, we're able to contribute to the success of reforestation projects within communities. In order to complete successful tree planting programs, cities can rely on us to locate, acquire and purchase different tree species.

As part of our Corporate Capability, we are financially able to purchase large quantities of trees for planting projects. Being familiar with over 50 nurseries in California, allows us to obtain the best tree available from a broad and plentiful stock. The process by which we obtain trees is quite simple: First, we utilize our database of nurseries, and contact several of them requesting specific trees with their prices.

Upon locating the availability of trees, we then perform a tree pre-inspection at the nursery. When time is of the essence, nurseries will provide us with photos either by mail or by e-mail for our review. Once the trees are purchased, and depending on the size of the project, we have them delivered to our facility or if possible, at a staging area within the Agency. It is through this process that we have planted an average of 14,000 trees for all of our customers each year during the past three years.



GREEN WASTE

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program. With the steadily-increasing concern for the ecological health of our communities, WCA has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. We are committed to taking all recyclable materials removed from the trees trimmed for the duration of this project to a recycling center for processing. Verification of amounts recycled will be obtained and reported by WCA via ArborAccess for the purpose of meeting the goals of the State for reducing landfill usage.



MULCH is made from coarse ground branches and leaves. It should be spread on the ground at a rate of six to twelve inches for best effect. Fresh mulch will deplete nitrogen from the surface of the soil which will reduce unwanted weeds. Once the mulch has decayed, it returns nitrogen which helps build the quality of soil for plants. A large amount of tree debris is processed by WCA and used in large scale mulching projects for establishing native plants in open space areas.

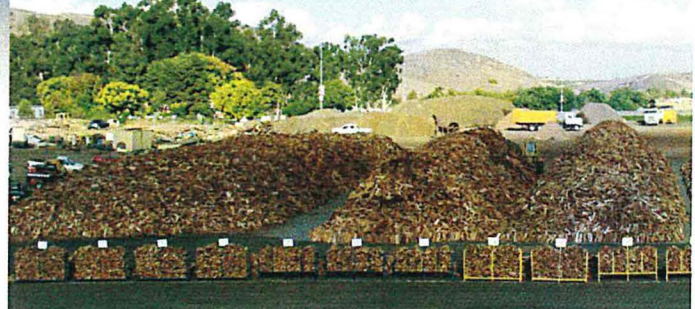
COMPOST is made from fine ground branches, leaves or other organic material. When mixed with oxygen and water, the organic material will decay or "compost." A finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the water holding capacity of soil. You can make compost at home in a pile in your yard or in a bin that you make or purchase. Large scale composting is done at regional recycling facilities.

FIREWOOD is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. WCA takes logs to our yard.

LOGS TO LUMBER is an old idea with a new approach by converting Agency trees into usable lumber. WCA worked on a twelve month trial program with the California Department of Forestry and Fire Protection to create an environmentally sound and socially responsible alternative to importing lumber from other areas, reducing our demand on trees from natural forests.

LOGS TO LUMBER

Recycling the Urban Forest



"Logs to Lumber" evolved from a 12-month trial program where West Coast Arborists, Inc. (WCA) worked with the California Department of Forestry and Fire Protection (CDF).

The Goal
is to create an environmentally sound and socially responsible alternative to importing lumber from other areas and to reduce the demand on trees from natural forests.

Reducing waste from the urban forest.
Converting trees removed into useable lumber.
Assisting with landfill diversion (AB939).
Giving back to the Community!

The program proves to be successful and now WCA transports suitable logs to our wood recycling center, Woodhill Firewood.



IMPLEMENTATION PLAN

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.

Project/Area Manager: JOE BARTOLO

ISA Certified Arborist #WE 2034AU

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manager will provide overall field supervision and crew management.

Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Management

Weekly management will consist of, but is not limited to:

- Weekly inspection of work completed
- Meet with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with Agency specifications
- Maintain open communication with the Agency Inspector and field crew



Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.

Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA will procure a City Business License as necessary and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

Right-of-Way

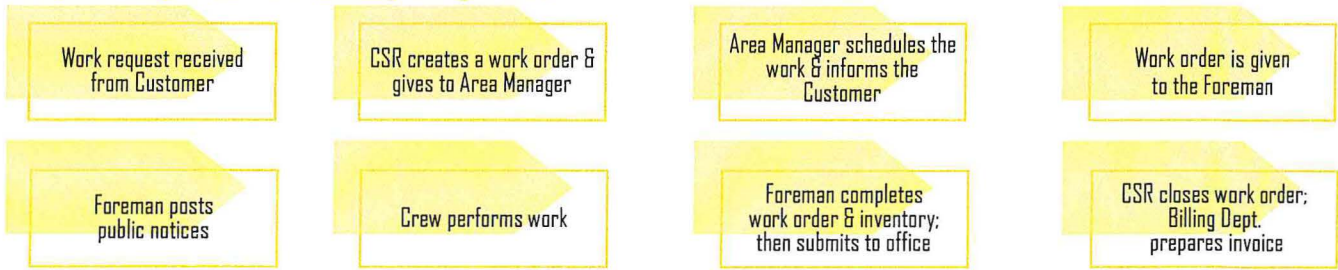
All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

Cooperation and Collateral Work

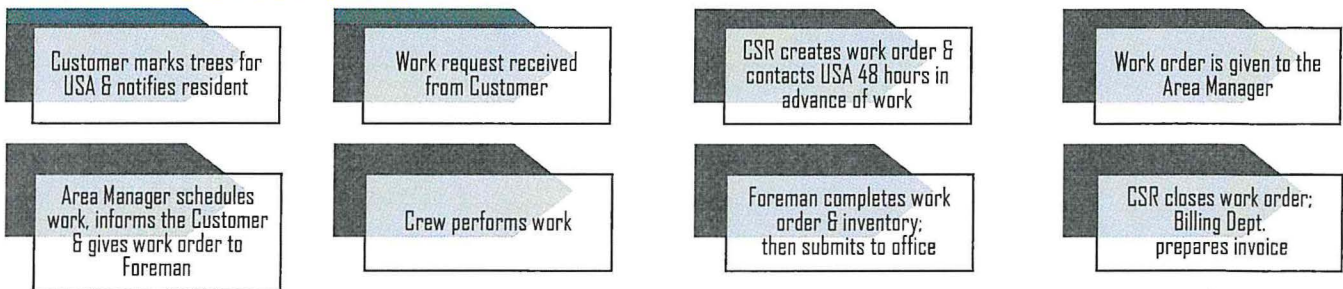
WCA will give right to operate within the project to the Agency workers and/or other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

WORKFLOW TIMELINE

Grid Pruning Flowchart (30 day Completion)



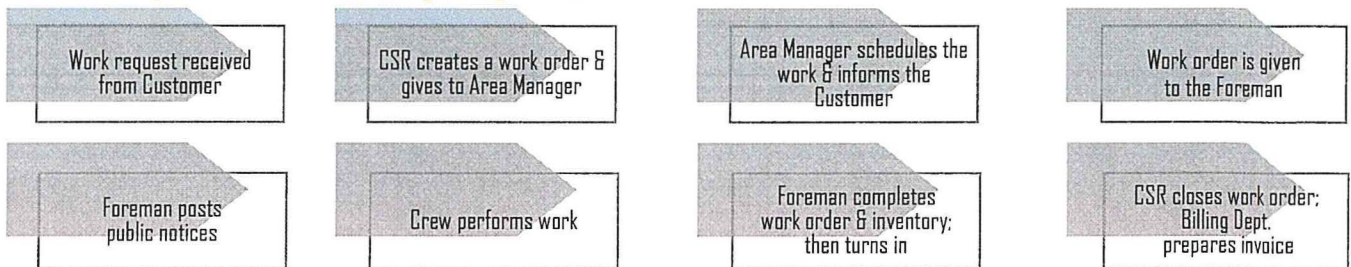
Removal Flowchart (15 day Completion)



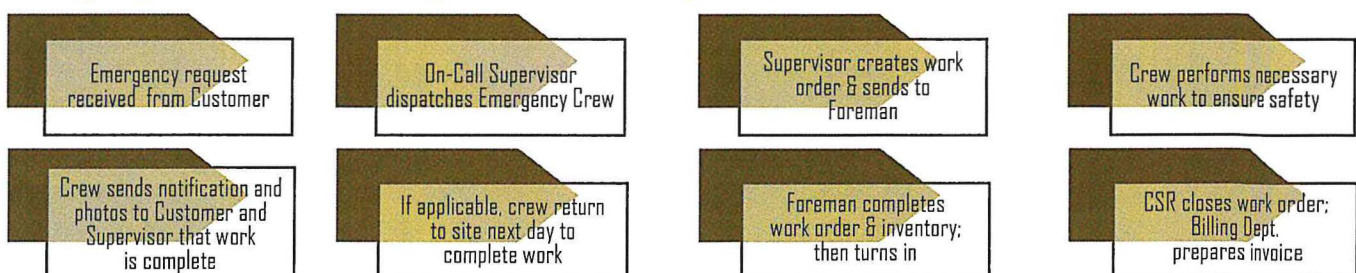
Planting Flowchart (15 day Completion)



Service Request Flowchart (15 day Completion)



Emergency Flowchart (1 Hour Response/ 24 Hour Completion)



EMERGENCY CONTACTS

TOLL FREE
866.546.2369

in case of emergency
after normal business hours

Leave a message, if you do not receive a call back within **10 minutes**, call the following contacts in order:

RAY ONTIVEROS SUPERVISOR
(408) 210-7149

MIGUEL AVALOS FOREMAN
(714) 365-2889

JAIME OSEGURA FOREMAN
(408) 210-6063

DANIEL POTTS FOREMAN
(714) 472-6435

JOE BARTOLO AREA MANAGER
(714) 412-7656

After confirmation from the on-call Manager, you can email multiple locations to:

LIMBDOWN@WCAINC.COM

NORMAL BUSINESS HOURS
(408) 855-8660



SAMPLE PLANTING DOOR HANGER

A photograph of a young tree in a planter. A white door hanger sign is attached to the tree. The sign has the text 'HELP ME GROW!' in large, bold, black letters. Below the text are six circular callouts, each with a different icon and text. The callouts are: 1. A water drop icon with the text 'WATER THE TREE once (1) per week during cool months.' 2. A 'no' symbol (a circle with a diagonal line) with the text 'PLEASE DO NOT change or adjust the stakes.' 3. A water drop icon with the text 'WATER THE TREE twice (2) per week during warm months.' 4. A grass icon with the text 'KEEP THE TREE FREE of weeds and other plants.' 5. An 'X' icon with the text 'PLEASE DO NOT adjust the water basin or mulch placed around the tree.' 6. A 'no' symbol (a circle with a diagonal line) with the text 'PLEASE DO NOT change or adjust the stakes.' The background shows a white picket fence and a building.

HELP ME GROW!

WATER THE TREE
once (1) per week during cool months.

PLEASE DO NOT
change or adjust the stakes.

WATER THE TREE
twice (2) per week during warm months.

KEEP THE TREE FREE
of weeds and other plants.

PLEASE DO NOT
adjust the water basin or mulch placed around the tree.

PLEASE DO NOT
change or adjust the stakes.

WCA

Services Provided By:
West Coast Arborists, Inc., 2200 E. Via Burton St., Anaheim, CA 92806
800.521.3714

TREE CARE PROFESSIONALS
SERVING COMMUNITIES WHO CARE ABOUT TREES

Project Site Maintenance

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air contaminants in quantities that violate the regulations of any legally constituted authority.

Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.

Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the Agency.

*Excluding emergency services.

Traffic Control

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.



Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

Complaints & Damage Resolution

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. We will notify the Agency Representative immediately upon damage of personal property including plans for corrective measures to take place within 48 hours.

All WCA vehicles are equipped with an Accident Kit should anything happen during the work day. Each kit has an Incident Report, an Accident Report, an Injury Report, a camera, First Aid instructions and protocol for contacting the corporate office. A computerized log of all incidents is maintained to include the date, time of occurrence, location, problem and action to be taken pursuant thereto or reasoning for non-action.

Any activities found by the Agency to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair. We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.



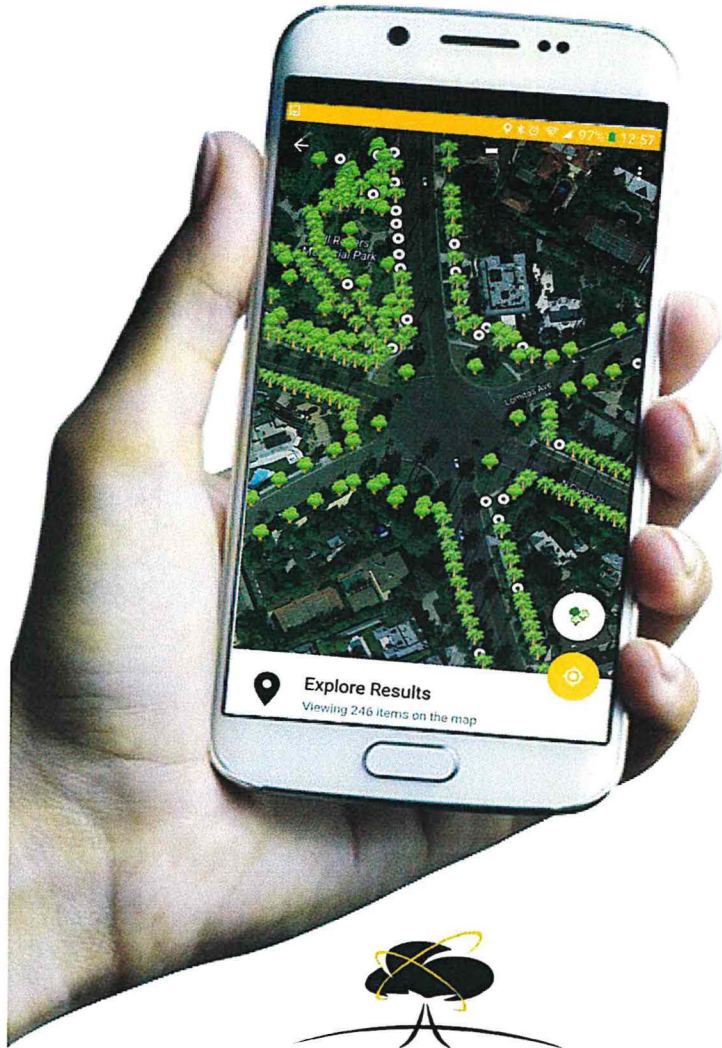
OATH OF COMMITMENT

WCA is committed to working with the City of Newark staff to develop and maintain a work schedule that will provide the citizens with the most effective and efficient means to perform tree care services. We will adhere to the schedule established by the City and ensure residents of our dedication to completing work in a timely manner. We understand that there may be fluctuations in the City's budget and that the City may ask us to reduce service levels in an effort to meet the current economic demands. By being flexible, we can help to ease any financial strain, promote contractor stability and guarantee residents with quality tree care & customer service.

This is our oath of commitment to uphold the prestigious namesake of the City of Newark by providing gold standard tree care services.

Patrick Mahoney, President

3/25/19



ARBORACCESS FEATURES

- Ease of use
- Create work orders
- View tree site details
- View work history
- View invoices
- Mobile app
- Live data
- GIS/GPS mapping

LIST TRACKING SYSTEM

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the Agency. Proper use of this system enables the Agency and WCA to track the completion of work that is ordered.

5

TECHNICAL APPROACH ARBORACCESS

INVENTORY SOFTWARE- ARBORACCESS

Our tree management program sets us apart from other companies. With nearly 2,000 active users, ArborAccess and our mobile app will help you easily manage your urban forest with ease and convenience. Tree site attributes include location (utilizing GPS coordinates), species type, and parkway size. Features allow you to view and edit work history records and create work orders directly from the field, all from our secure cloud.

The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

SOFTWARE TRAINING

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

WCA has completed **300+** GPS tree inventories.

BILLING

WCA, Inc. operates a modern invoicing system that is updated on a daily basis. Progress billings will be submitted to the Customers on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the customer. This information will be supplied in hardcopy and immediately accessible on ArborAccess. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess.

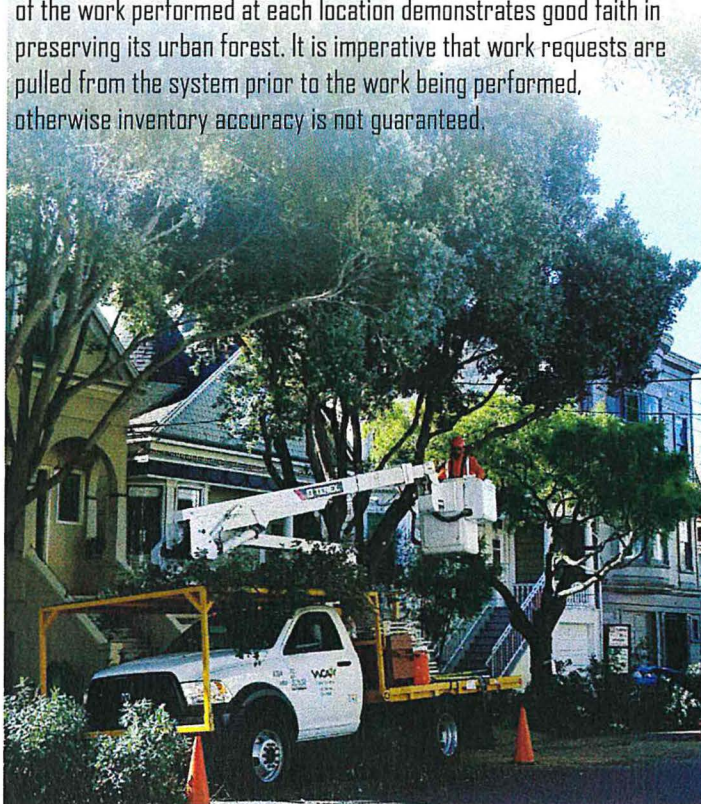
SAMPLE MANAGEMENT TOOLS

DETAILED TREE SITE CHARACTERISTICS

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.

MAINTENANCE RECORDS

Accurate maintenance records for each location oftentimes can assist the Agency with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.



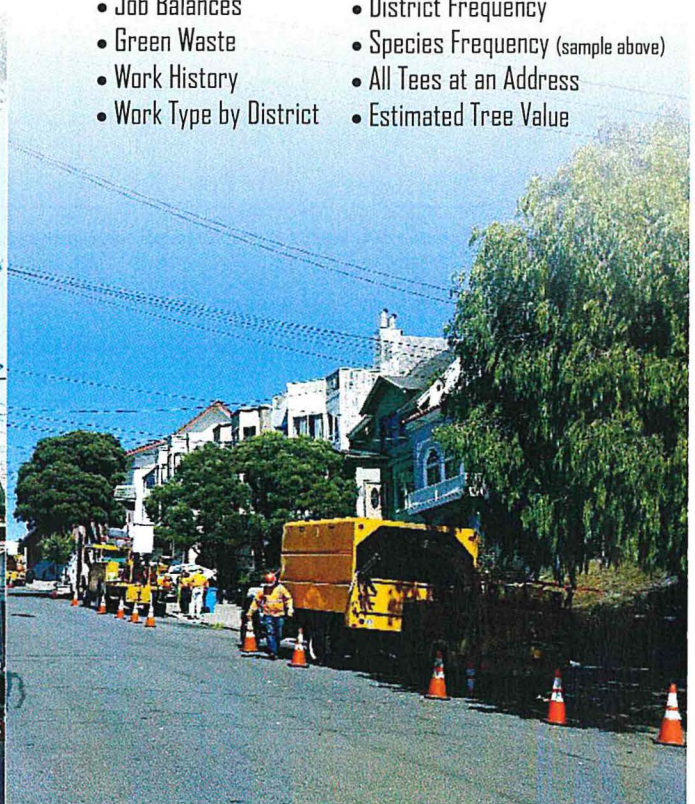
SAMPLE AGENCY SPECIES FREQUENCY REPORT

	Botanical	Common	Total	Pct.
	Liquidambar styraciflua	AMERICAN SWEETGUM	4,781	14.36%
	Lagerstroemia indica	CRAPE MYRTLE	2,008	6.03%
	Ulmus parvifolia	CHINESE ELM	1,963	5.90%
	Fraxinus velutina 'Modesto'	MODESTO ASH	1,820	5.47%
	Cupaniopsis anacardioides	CARROTWOOD	1,568	4.71%
	Fraxinus velutina	ARIZONA ASH	1,259	3.78%
	Pinus canariensis	CANARY ISLAND PINE	1,191	3.58%
	Grevillea robusta	SILK OAK	1,141	3.43%
	Pistacia chinensis	CHINESE PISTACHE	1,127	3.39%
	Liriodendron tulipifera	TULIP TREE	1,076	3.23%
	Other	OTHER	15,355	46.13%
	Total Trees		33,289	100%

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.

DETAILED REPORTING OPTIONS

- Inventory
- View Invoices
- Job Balances
- Green Waste
- Work History
- Work Type by District
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency (sample above)
- All Tees at an Address
- Estimated Tree Value





Modern Fleet consisting of 1000+

6 EQUIPMENT INVENTORY

EQUIPMENT

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications as required.

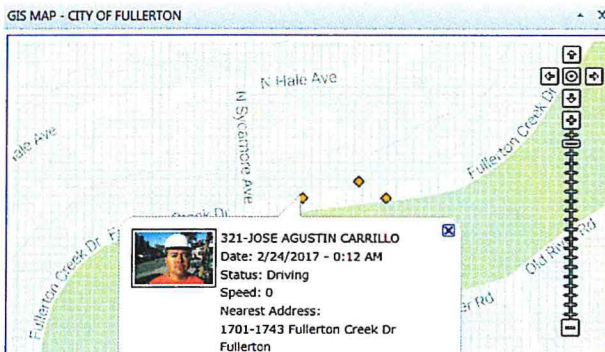
CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

GEO-TAB

WCA has partnered with Geo-Tab to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers



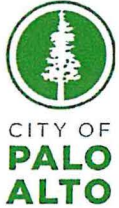
EQUIPMENT LIST SUMMARY:	
Pick Up Trucks	261
Aerial Lift Devices	252
95' Aerial Devices	15
Dump Trucks	147
Flat Beds	39
Forklifts	6
Arrowboards	60
ATVs	4
Stump Grinders	48
Loaders	65
Rubber Track Loader	1
Root Pruners	2
Rolloff Trucks	39
Saw Mill	2
Log Skidder	1
Back Hoes	1
Brush Chippers	152
Cranes	5
Toyota Prius	10
Toyota Yaris	8
Ford CMAX	4

CURRENT CONTRACT WORK EXPERIENCE

WCA, Inc. understands the challenge that many Agencies face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the Agency's entire urban forest.

7 QUALIFICATIONS OF THE FIRM

CITY OF PALO ALTO



Annual Budget: \$ 1,400,000
Contact: Walter Passmore, Public Services Division
Address: 3201 E. Bayshore Road, Palo Alto, CA 94303
Phone: (650) 496-5986
Email: walter.passmore@cityofpaloalto.org

2010-CURRENT

The City of Palo Alto's urban forest consists of over 35,000 trees. WCA provides maintenance services including tree pruning, removals, and planting; additionally, all work history records are maintained in ArborAccess, the inventory management software provided by WCA.

CITY OF NEWARK



Annual Budget: \$ 300,000
Contact: Dan Cianciarulo, Inspector
Address: 37440 Filbert St., Newark, CA 94560
Phone: (510) 578-4821
Email: dan.cianciarulo@newark.org

2000-CURRENT

WCA has assisted the City with program pruning and removing many of their dead and diseased trees. Trees and stumps have been removed throughout the City's parks, medians, parkways, and streets.

CITY OF MONTEREY



Annual Budget: \$ 950,000
Contact: Stephen Morton
Address: 23 Ryan Ranch Road, Monterey, CA 93940
Phone: (831) 646-3863
Email: Morton@monterey.org

2001-CURRENT

The City of Monterey is an active user of the ArborAccess inventory management system and regularly uses the system to forecast budget amounts and to schedule maintenance as needed.

CITY OF OAKLAND



Annual Budget: \$ 250,000
Contact: Brian Carthan, Manager Parks & Tree Svcs.
Address: 7101 Edgewater Dr, Bldg. 4, Oakland, CA 94621
Phone: (510) 615-5510
Email: bcarthan@oaklandnet.com

2011-CURRENT

We currently perform tree pruning, tree removals and tree planting as part of the City's tree maintenance program. This project is an annual contract. Together, we are able to maintain trees more efficiently while guaranteeing the residents and businesses top quality tree care for the City's urban forest.

CITY OF HOLLISTER



Annual Budget: \$ 400,000
Contact: Derrick Speights, Parks & Streets Supv.
Address: 375 Fifth St., Hollister, CA 95023
Phone: (831) 636-4370
Email: derrick.speights@hollister.ca.gov

2017-CURRENT

WCA provides as-needed service request maintenance for the City of Hollister. Service includes grid pruning, service pruning, large tree removals, and emergency response city-wide and at a number of city-owned facilities.

EXPERIENCE- CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA

CITY & COUNTY OF SAN FRANCISCO
 CITY OF AGOURA HILLS
 CITY OF ALAMEDA
 CITY OF ALHAMBRA
 CITY OF ANAHEIM
 CITY OF ARTESIA
 CITY OF AZUSA
 CITY OF BALDWIN PARK
 CITY OF BELL
 CITY OF BELLFLOWER
 CITY OF BEVERLY HILLS
 CITY OF BREA
 CITY OF BRENTWOOD
 CITY OF BUENA PARK
 CITY OF BURBANK
 CITY OF CAMARILLO
 CITY OF CARLSBAD
 CITY OF CARMEL-BY-THE-SEA
 CITY OF CARPINTERIA
 CITY OF CARSON
 CITY OF CERRITOS
 CITY OF CHINO HILLS
 CITY OF CHOWCHILLA
 CITY OF CITRUS HEIGHTS
 CITY OF CLAREM
 CITY OF COACHELLA
 CITY OF CONCORD
 CITY OF CORONA
 CITY OF CORNADO
 CITY OF COSTA MESA
 CITY OF COVINA
 CITY OF CULVER CITY
 CITY OF DANA POINT
 CITY OF DAVIS
 CITY OF DEL MAR
 CITY OF DIAMOND BAR
 CITY OF DUARTE
 CITY OF EL CAJON
 CITY OF EL CERRITO
 CITY OF ENCINITAS
 CITY OF FILLMORE
 CITY OF FONTANA
 CITY OF FRESNO
 CITY OF FULLERTON
 CITY OF GARDEN GROVE
 CITY OF GARDENA
 CITY OF GILROY
 CITY OF GLENDALE
 CITY OF GLENDORA
 CITY OF HUNTINGTON BEACH
 CITY OF IMPERIAL BEACH

CITY OF INDIO
 CITY OF IRVINDALE
 CITY OF LA CANADA FLINTRIDGE
 CITY OF LA HABRA
 CITY OF LA MESA
 CITY OF LA MIRADA
 CITY OF LA PALMA
 CITY OF LA PUENTE
 CITY OF LA VERNE
 CITY OF LAGUNA BEACH
 CITY OF LAGUNA HILLS
 CITY OF LAGUNA NIGUEL
 CITY OF LAKE ELSINORE
 CITY OF LAKEWOOD
 CITY OF LODI
 CITY OF LOMITA
 CITY OF LOMPOC
 CITY OF LONG BEACH
 CITY OF LOS ALAMITOS
 CITY OF LOS ALTOS
 CITY OF LOS ANGELES
 CITY OF MADERA
 CITY OF MANHATTAN BEACH
 CITY OF MAYWOOD
 CITY OF MENLO PARK
 CITY OF MILPITAS
 CITY OF MISSION VIEJO
 CITY OF MONROVIA
 CITY OF MONTCLAIR
 CITY OF MONTEBELLO
 CITY OF MONTEREY
 CITY OF MONTEREY PARK
 CITY OF MOORPARK
 CITY OF MORENO VALLEY
 CITY OF MORGAN HILL
 CITY OF MOUNTAIN VIEW
 CITY OF MURRIETA
 CITY OF NEWARK
 CITY OF NORCO
 CITY OF NORWALK
 CITY OF OAKLAND
 CITY OF OAKLEY
 CITY OF OCEANSIDE
 CITY OF ONTARIO
 CITY OF ORANGE
 CITY OF OXNARD
 CITY OF PALO ALTO
 CITY OF PARAMOUNT
 CITY OF PERRIS
 CITY OF PLACENTIA
 CITY OF PLEASANTON
 CITY OF POMONA
 CITY OF PORTERVILLE
 CITY OF POWAY

CITY OF RANCHO PALOS VERDES
 CITY OF REDLANDS
 CITY OF RIALTO
 CITY OF RIVERSIDE
 CITY OF ROSEMEAD
 CITY OF ROSEVILLE
 CITY OF SACRAMENTO
 CITY OF SAN BERNARDINO
 CITY OF SAN DIEGO
 CITY OF SAN DIMAS
 CITY OF SAN FERNANDO
 CITY OF SAN GABRIEL
 CITY OF SAN JACINTO
 CITY OF SAN JOSE
 CITY OF SAN JUAN CAPISTRANO
 CITY OF SAN MARCOS
 CITY OF SAN RAMON
 CITY OF SANTA ANA
 CITY OF SANTA BARBARA
 CITY OF SANTA CLARA
 CITY OF SANTA FE SPRINGS
 CITY OF SANTA MARIA
 CITY OF SANTA MONICA
 CITY OF SANTA PAULA
 CITY OF SANTEE
 CITY OF SIERRA MADRE
 CITY OF SIGNAL HILL
 CITY OF SOLANA BEACH
 CITY OF SOUTH PASADENA
 CITY OF SOUTH SAN FRANCISCO
 CITY OF STOCKTON
 CITY OF SUNNYVALE
 CITY OF TEMECULA
 CITY OF TEMPLE CITY
 CITY OF THOUSAND OAKS
 CITY OF TORRANCE
 CITY OF TRACY

CITY OF TULARE
 CITY OF TUSTIN
 CITY OF UNION CITY
 CITY OF UPLAND
 CITY OF VENTURA
 CITY OF VICTORVILLE
 CITY OF VISALIA
 CITY OF VISTA
 CITY OF WALNUT
 CITY OF WEST COVINA
 CITY OF WEST HOLLYWOOD
 CITY OF WEST SACRAMENTO
 CITY OF WHITTIER
 CITY OF WOODLAND
 CITY OF YORBA LINDA
 COUNTY OF ALAMEDA
 COUNTY OF COLUSA
 COUNTY OF CONTRA COSTA
 COUNTY OF FRESNO
 COUNTY OF LOS ANGELES
 COUNTY OF MONTEREY
 COUNTY OF ORANGE
 COUNTY OF RIVERSIDE
 COUNTY OF SAN BERNARDINO
 COUNTY OF SAN DIEGO
 COUNTY OF SAN JOAQUIN
 COUNTY OF TULARE
 COUNTY OF YOLO
 TOWN OF ATHERTON
 TOWN OF LOS GATOS



F.3 Authorization and direction for: (1) the Chief Building Official/City Architect to issue a Notice of Award to Webcor Construction, LP dba Webcor Builders; and (2) the City Manager to negotiate and enter into an agreement, in a form acceptable to the City Attorney, with Webcor Builders to provide Design/Build Construction and Design Services for the New Civic Center, Project 1188 in an amount not to exceed \$72,321,027 – from Chief Building Official/City Architect Collier. (RESOLUTION)

Background/Discussion – In November, 2016, Newark voters approved a one-half percent general sales tax to fund general city services including the construction of a new Civic Center comprising of three buildings to house the Library, Police Department, and City Administration.

In 2017, the City elected to use the Design/Build model for the construction of the New Civic Center Project. As discussed in previous City Council meetings the Design/Build model of project delivery is different from the traditional Design/Bid/Build model the City has utilized in all prior construction projects. The Design/Build model allowed the City to select an architect who provided a design along with bridging documents for the New Civic Center and then select a Design/Build Entity to complete the design, prepare construction documents, and construct the New Civic Center. This type of project delivery model allows the City to select a prequalified Design/Build Entity based on the “best value” to the City.

In April, 2017, the City entered into an agreement with Heller Manus Architects to provide design services for the New Civic Center Project. Heller Manus prepared a feasibility study and then worked with different City departments, including the Newark Police Department and library employees, to refine the program previously provided in the feasibility study and to develop the original schematic design concept. The City Council approved the schematic design following a presentation by staff. Heller Manus then proceeded to complete the bridging documents used in the Request for Proposals for the Design/Build services.

Design-Build Selection Process

The City is now ready to select a Design/Build Entity to provide design and construction services for the construction of the New Civic Center. In August, 2018, staff solicited Statements of Qualifications from Design/Build Entities. The following seven entities responded:

- Blach Construction with ELS Architects
- C/S Broward Builders with JKAE/Arrington Architects
- Hensel Phelps Construction with Fentress Architects
- Pankow Construction with Noll & Tam Architects
- Roebbelen Construction with Nichols Architects
- Swinerton Builders with LPA Architects
- Webcor Builders with Perkins+Will Architects

Staff evaluated their qualifications and interviewed the top four scoring teams. After the interview, staff invited the three top ranked firms to submit formal proposals. The top three

firms were Webcor Builders/Perkins+Will Architects, C/S Broward/JKAE/Arrington Architects, and Blach Construction/ELS Architects. Pursuant to the RFP and the Public Contract Code statutes allowing local agencies to undertake design-build projects, staff held up to three confidential meetings with each of the proposers culminating in formal presentations by the finalists. A panel consisting of the City Manager, Chief Building Official/City Architect, Project Assistant, Assistant City Manager, Public Works Director, Police Chief, Newark Librarian, and Library Maintenance Supervisor conducted interviews with, and received presentations from, all three proposers. The proposals were reviewed and scored as required by the RFP. Based on the scores, the proposals, design enhancements, price, qualifications of personnel, design and construction experience and their ability to work collaboratively with City staff the Design/Build Entity of Webcor Builders and Perkins+Will Architects was the design-build team that the panel determined will provide the best value to the City.

Staff anticipated during the design process that repurposing the existing library to house non-essential police activities would result in a cost savings. However, Webcor Builders offered an option of including those non-essential activities in the new Police Building that would result in a cost savings of \$1.6 million over repurposing the old library. Notwithstanding the significant cost savings, the Police Department highly desires combining all police activities and functions into a single new building. This option is recommended by staff and is included in Webcor Builders' proposal.

Cost

Besides ranking the highest in design enhancements, qualifications of personnel, design and construction experience and ability to work collaboratively with City staff, Webcor Builders offered the lowest price of the three proposers. Webcor Builders' price is \$72,321,027. The prices from the three proposers for comparable work are:

Webcor Builders	\$72,321,027
C/S Broward	\$72,561,905
Blach Construction	\$73,039,008

Project Funding

In addition to the Design-Builder's construction cost there are other costs, commonly referred to as "soft costs" of approximately \$9,500,000 for a total anticipated project cost of approximately \$85,500,000 including a \$3,600,000 contingency for construction.

The City has adequate funding to pay for the Civic Center. The project is being funded primarily by the issuance of bonds paid for with the proceeds from the Measure GG sales tax approved by Newark voters in 2016. Additional funding will be provided by City Development Impact Fees, accumulating Measure GG tax revenue received prior to actual bond issuance, Art In Public Places fees, and Measure D funds. Measure D funds are generated through disposal surcharge collected at the Altamont and Vasco Road landfills and distributed by the Alameda County Source Reduction and Recycling Board. A portion of Measure D funds allocated to the City of

Newark will be used for Bay Friendly rated landscaping, LEED Certification, and designated building materials with high recycled content.

Staff is currently working with NHA Advisors – a financial consulting service that the City has used in the past to assist with the funding of the construction of the Silliman Center – to finalize the bond issuance process. Staff anticipates returning to the City Council in July for bonding approval.

The Request for Proposals requires that a Notice of Award be issued by the City to the selected Design/Build Entity. For the reasons identified above, staff recommends that the City Council authorize and direct the Chief Building Official/City Architect to issue the Notice of Award. Following issuance of the Notice of Award, the Design/Build Entity has ten (10) business days to provide the required documents listed in the Request for Proposals to the City. After all required documents have been received by the City, the Agreement can be executed by the City Manager with the consent of the City Attorney.

Attachments – Resolution; Notice of Award; Presentation drawings

Action – It is recommended that the City Council, by resolution: (1) authorize and direct the Chief Building Official/City Architect to issue a Notice of Award to Webcor Construction LP dba Webcor Builders; and (2) authorize and direct the City Manager to negotiate and enter into an agreement, in a form acceptable to the City Attorney, with Webcor Builders to provide Design-Build Construction and Design Services for the New Civic Center, Project 1188 in an amount not to exceed \$72,321,027.

3211610.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING AND DIRECTING THE CHIEF BUILDING OFFICIAL/CITY ARCHITECT TO ISSUE A NOTICE OF AWARD TO WEBCOR CONSTRUCTION, LP, DBA WEBCOR BUILDERS AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, WITH WEBCOR BUILDERS TO PROVIDE DESIGN-BUILD CONSTRUCTION AND DESIGN SERVICES FOR THE NEW CIVIC CENTER, PROJECT 1188 IN AN AMOUNT NOT TO EXCEED \$72,321,027

WHEREAS, the City of Newark (“City”) issued a Request for Qualifications (“RFQ”) and a Request for Proposals (“RFP”) to provide Design/Build services for the construction of the New Civic Center, Project 1188; and

WHEREAS, the City received seven responses to the RFQ; and

WHEREAS, the City reviewed and ranked all responses to the RFQ and interviewed the top four scoring teams; and

WHEREAS, the City issued RFPs to the three top-ranked respondents; and

WHEREAS, a panel consisting of the Chief Building Official/City Architect, Project Assistant, Assistant City Manager, and Public Works Director conducted confidential work sessions with all three proposers pursuant to the RFP and the Public Contract Code statutes authorizing local agencies to undertake design-build projects; and

WHEREAS, a panel consisting of the City Manager, Chief Building Official/City Architect, Project Assistant, Assistant City Manager, Public Works Director, Police Chief, Newark Librarian, and Library Maintenance Supervisor conducted interviews with, and received presentations from, all three proposers; and

WHEREAS, staff reviewed and scored the submitted proposals; and

WHEREAS, the panel concluded that the Design/Build Entity of Webcor Construction, LP dba Webcor Builders and Perkins+Will Architects (“Webcor Builders”) is the most highly qualified to perform the desired services and offers the Best Value to the City based on price, technical design and construction expertise, building life-cycle costs, staffing quantity, staffing quality, excellent project enhancements, and ability to work collaboratively with City staff.

NOW, THEREFORE, BE IT RESOLVED that all of the foregoing recitals are true and correct and are hereby incorporated as though fully set forth herein.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize and direct the Chief Building Official/City Architect to issue a Notice of Award to Webcor Builders.

BE IT FURTHER RESOLVED that the City Council does hereby authorize and direct the City Manager to negotiate and enter into an agreement in a form acceptable to the City Attorney with Webcor Builders to provide Design/Build construction and design services for the Newark Civic Center, Project 1188 in an amount not to exceed \$72,321,027.

3211616.1

DOCUMENT 00 51 00

**NOTICE OF AWARD
CONTRACT FOR DESIGN-BUILD SERVICES FOR THE NEWARK CIVIC CENTER
CITY OF NEWARK, CALIFORNIA
PROJECT 1188**

Dated: April ____, 2019

To: Webcor Builders

Address: 1 Almaden Boulevard, Suite 460
San Jose, CA 95113

CONTRACT FOR: Newark Civic Center Project

You must comply with the following conditions by 5:00 p.m. on the 10th day following the date of this Notice of Award. You must provide three (3) copies of the proposed Contract Documents listed below accompany this Notice of Award.

- A. Deliver to Owner fully executed counterparts of Document 00 52 53 (Agreement Form – Owner-Design/Builder). Each copy of Document 00 52 53 must bear your original signature on the signature page and your initials on each page.
- B. Deliver to Owner original copies of Document 00 65 36 (Guaranty), each executed by you and with your initials on each page.
- C. Deliver to Owner original set of the insurance certificates with endorsements required under Document 00 73 16 (Insurance Requirements).
- D. Deliver to Owner fully executed Document 00 61 13.12 – Construction Performance Bond, in the amount set forth in Document 00 52 53 (Agreement).
- E. Deliver to Owner fully executed Document 00 61 13.16 – Construction Labor and Material Payment Bond, in the amount set forth in Document 00 52 53 (Agreement).

Failure to comply with these conditions within the time specified will entitle Owner to consider your Proposal abandoned, to annul this Notice of Award, and to declare your Proposal security forfeited.

OWNER:

City of Newark

By:

Ray Collier, Chief Building Official/City Architect

ATTEST:

Sheila Harrington, City Clerk

END OF DOCUMENT

NEWARK CIVIC CENTER FINAL
DESIGN/BUILD PROPOSAL FROM
WEBCOR BUILDERS AND
PERKINS & WILL ARCHITECTS

April 11, 2019

PROJECT MILESTONES

START
Feasibility Study
Completed
June 2016



FUNDING
Measure GG
Passes By Voters
November 2016



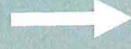
DESIGN
Design Architect
Selected
April 2017



CONTRACTOR
Design-Build Entity
Search
August 2018



**City Staff's
Recommendation of
Design-Build Entity
to City Council
April 11, 2019**



April 11, 2019

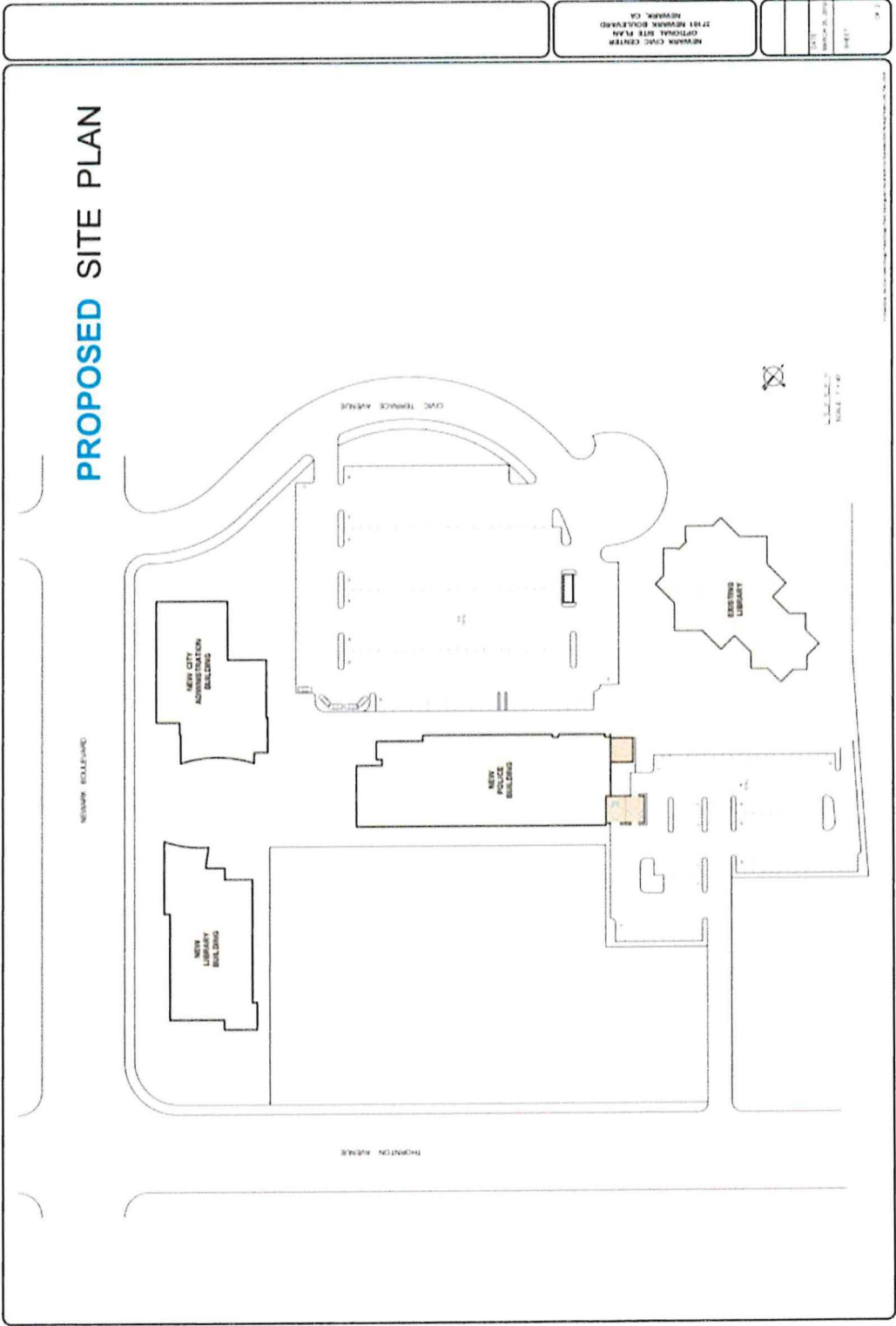
WEBCOR BUILDERS AND PERKINS & WILL ARCHITECTS

Best Value Enhancements

- Combined Police Building
 - Parking Layout
- Design Cohesion Among Buildings
 - Increased Usable Floor Space
- Expanded Roof Area for Future Solar

April 11, 2019

PROPOSED SITE PLAN



NEWARK CIVIC CENTER
OPTIONAL SITE PLAN
2701 NEWARK BOULEVARD
NEWARK, CA

DATE: 04/11/2019
DRAWN BY: [Name]
SHEET: [Number]

PROPOSED: Aerial



March 19th, 2019

NEWARK CIVIC CENTER

WECOR PERKINS + WILL

April 11, 2019

PROPOSED: Main Plaza



March 19th, 2019

NEWARK CIVIC CENTER

WECOR PERKINS+WILL

April 11, 2019

PROPOSED: Administration Building



March 19th, 2019

NEWARK CIVIC CENTER

WECOR PERKINS+WILL

April 11, 2019

PROPOSED: Admin Building from Newark Blvd. Corner



March 19th, 2019

NEWARK CIVIC CENTER

WECOR PERKINS+WILL

April 11, 2019

PROPOSED: Library



March 19th, 2019

NEWARK CIVIC CENTER



PERKINS+WILL

April 11, 2019

PROPOSED: Northwest Corner of Library



March 19th, 2019

NEWARK CIVIC CENTER

WECOR PERKINS+WILL

April 11, 2019

PROPOSED: Police Building



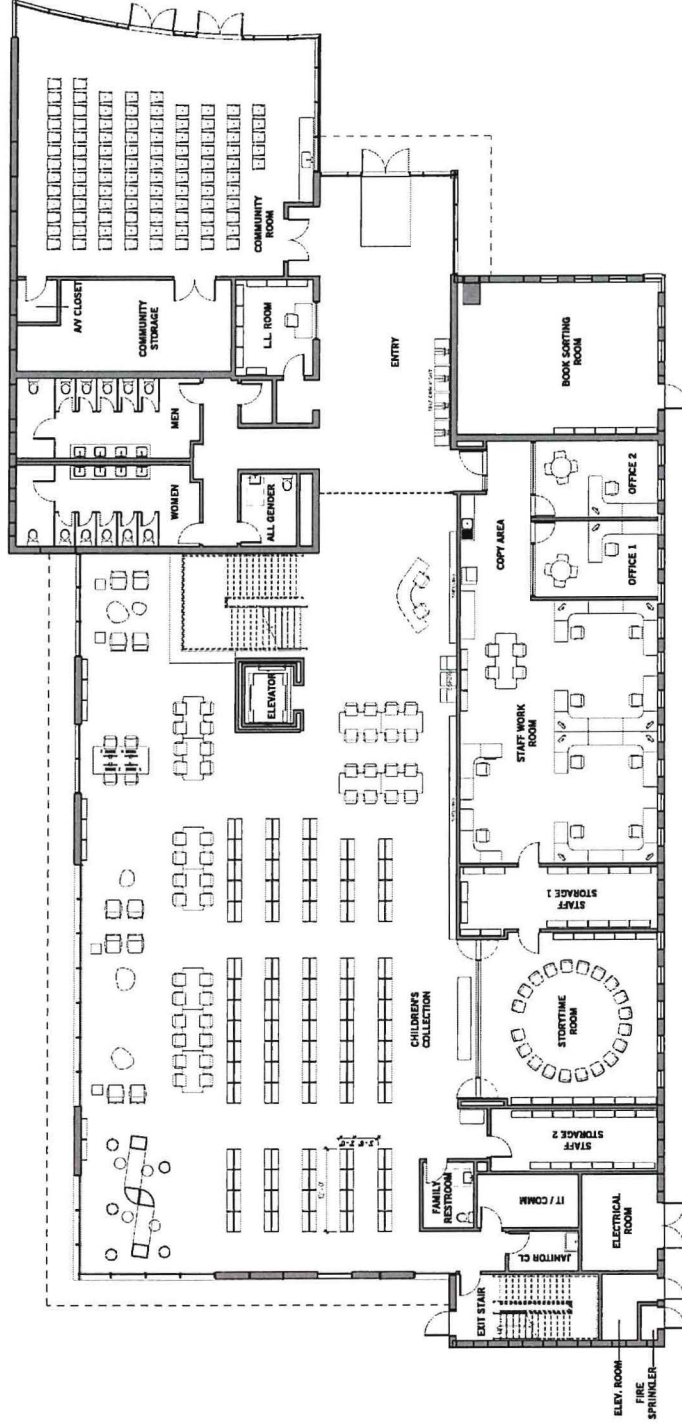
March 19th, 2019

NEWARK CIVIC CENTER

WBCOR PERKINS+WILL

April 11, 2019

PROPOSED: Library Building Plans



Level 01 Plan

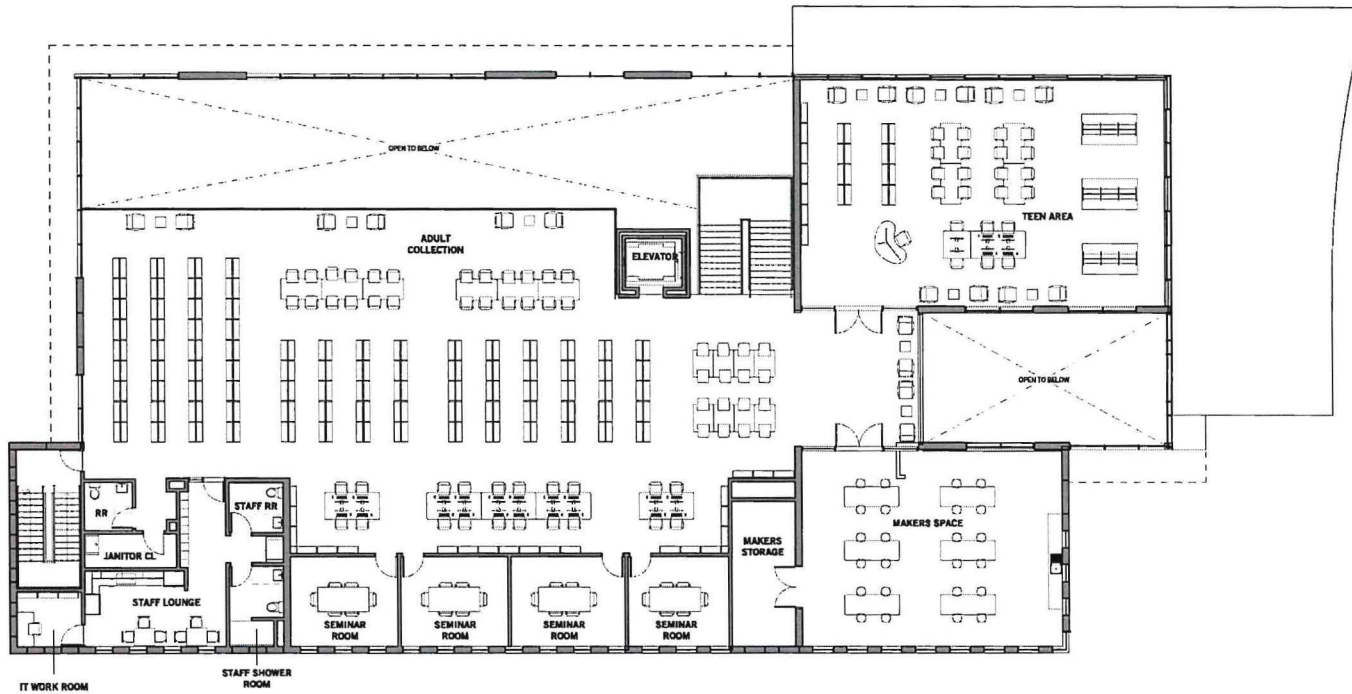
NEWARK CIVIC CENTER

March 25, 2019

WEBCOR PERKINS+WILL

April 11, 2019

PROPOSED: Library Building Plans



Level 02 Plan 

BUDGET

Construction	\$72,300,000
Soft Costs	\$9,500,000
<u>Contingency</u>	<u>\$3,600,000</u>
Grand Total Cost of Project.....	\$85,500,000

April 11, 2019

CONSTRUCTION SCHEDULE



April 11, 2019

**F.4 Approval of a resolution recognizing the importance of a complete count of residents in the 2020 U.S. Census– from Assistant City Manager Grindall.
(RESOLUTION)**

Background/Discussion – Each decade the federal government conducts a Census of the population of the United States of America. This is a Constitutional requirement. The next Census will be conducted in 2020. An accurate count of the population is of critical importance, as it determines political representation on a federal, state and local level. Population counts, as determined by the Census, are also a key factor in calculating the amount of funding that is distributed to communities from federal, state and county governments as well as philanthropic funding for social programs and services.

Newark could potentially risk forgoing significant funding if its residents are not counted because Newark is poised to pass the 50,000 population mark that will enable substantially greater Community Development Block Grant (CDBG) funding and federal transit funding. Newark’s population was estimated to be 47,467 in January of 2018. Since that time, 480 homes have been completed in Newark. An estimated 3.2 people occupy each home. Thus, staff estimates that the City’s population is now approximately 49,000. Based on the homes under construction or in development, staff estimates that Newark will cross the 50,000 population mark before Census day, April 1, 2020, but likely by a small margin. It is imperative that every resident of Newark is counted.

Estimates indicate that the 2010 Census undercounted nearly 100,000 Californians. An accurate and complete count poses challenges due to several factors. The housing affordability crisis has forced more Californians to move into hard-to-count unconventional housing and overcrowded dwellings or into homelessness. Some communities are mistrustful of the government and many lack the internet access required to complete the Census.

For the first time, the Census is a digital census and more than 75 percent of California households will be receiving an invitation to complete their census form online, even though many households lack broadband or digital literacy.

Of particular concern is that the executive branch of the federal government is attempting to include a citizenship question on the Census. The United States Supreme Court will consider this issue and the outcome is uncertain. The Constitution requires that all **residents** are counted regardless of citizenship. Federal law protects the privacy of people who fill out the Census. Despite these facts, the potential inclusion of this question may discourage people from accurately completing the Census. The City, with its partners in the County and State, want to stress that all **residents** should be included in the Census and that all information is strictly **confidential**.

Community Development staff have to be actively engaged with the Census Bureau to ensure that its address lists are accurate and that new development areas are captured in the Census. Staff will continue to work to ensure that all residents reply to the Census. Staff intends to utilize the

digital billboards located in Newark to inform the population and coordinate with the Newark Library to reach hard to count residents and residents without computer access. Staff will continue to work to assure that the 2020 Census accurately counts all of our residents. Staff will brief the City Council in the future regarding this issue.

The League of California Cities is encouraging all California cities to adopt a resolution recognizing the importance of the 2020 U.S. Census. Staff has prepared the attached resolution for consideration by the City Council.

Attachment - Resolution

Action - It is recommended that the City Council approve a resolution recognizing the importance of a complete count of residents in the 2020 U.S. Census.
3211654.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK RECOGNIZING THE IMPORTANCE OF A
COMPLETE COUNT OF RESIDENTS IN THE 2020 U.S.
CENSUS.

WHEREAS, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, the next enumeration will be April 1, 2020 and will be the first to rely heavily on online responses; and

WHEREAS, the primary and perpetual challenge facing the U.S. Census Bureau is the undercount of certain population groups; and

WHEREAS, that challenge is amplified in California, given the size of the state and the diversity of communities; and

WHEREAS, California has a large percentage of individuals that are considered traditionally hard to count; and

WHEREAS, these diverse communities and demographic populations are at risk of being missed in the 2020 Census; and

WHEREAS, California receives nearly \$77 billion in federal funding that relies, in part, on census data; and

WHEREAS, a complete and accurate count of California's population is essential; and

WHEREAS, the data collected by the decennial Census determines the number of seats each state has in the U.S. House of Representatives and is used to distribute billions of dollars in federal funds to state and local governments; and

WHEREAS, the data is also used in the redistricting of state legislatures, county boards of supervisors and city councils; and

WHEREAS, the decennial census is a massive undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count; and

WHEREAS, California's leaders have dedicated a historic amount of funding and resources to ensure every Californian is counted once, only once and in the right place; and

WHEREAS, this includes coordination between tribal, city, county, state governments, community-based organizations, education, and many more; and

WHEREAS, the U.S. Census Bureau is facing several challenges with Census 2020, including constrained fiscal environment, rapidly changing use of technology, declining response rates, increasingly diverse and mobile population, thus support from partners and stakeholders is critical; and

WHEREAS, California is kicking-off its outreach and engagement efforts in April 2019 for the 2020 Census; and

WHEREAS, the City of Newark in partnership with other local governments, the State, businesses, libraries, schools, and community organizations, is committed to robust outreach and communication strategies, focusing on reaching the hardest-to-count individuals.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby recognizes the importance of a complete count of residents in the 2020 U.S. Census and supports helping to ensure a complete, fair, and accurate count of all Californians.

3211658.1

I.1 Reappointing Senior Citizen Standing Advisory Committee members – from Mayor Nagy. (RESOLUTION)

Background/Discussion – Members of the Newark Senior Citizen Standing Advisory Committee (Committee) have terms that expire on April 14, 2019. Kathleen Lemos, Eileen McDonald, and Glen Wickizer have each requested a two year reappointment.

Mayor Nagy has agreed to reappoint Kathleen Lemos, Eileen McDonald, and Glen Wickizer to the Senior Citizen Standing Advisory Committee for terms expiring April 14, 2021. The appointments should be confirmed by the City Council.

Attachment - Resolution

Action - It is recommended that the City Council, by resolution, reappoint Kathleen Lemos Eileen McDonald, and Glen Wickizer to the Senior Citizen Standing Advisory Committee.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE REAPPOINTMENTS OF
KATHLEEN LEMOS, EILEEN MCDONALD AND GLEN
WICKIZER TO THE SENIOR CITIZEN STANDING
ADVISORY COMMITTEE

WHEREAS, the appointments of Kathleen Lemos, Eileen McDonald and Glen Wickizer to the Senior Citizen Standing Advisory Committee will expire on April 14, 2019; and

WHEREAS, the Mayor of the City of Newark has reappointed Kathleen Lemos, Eileen McDonald, and Glen Wickizer to the Senior Citizen Standing Advisory Committee for terms expiring April 14, 2021;

NOW, THEREFORE, BE IT RESOLVED that said appointments are hereby approved by the City Council of the City of Newark.




City of Newark

MEMO

DATE: April 1, 2019

TO: City Council

FROM: Sheila Harrington, City Clerk 

SUBJECT: Approval of Audited Demands for the City Council Meeting of April 11, 2019.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
March 21, 2019	Page 1-2	117265 to 117314	Inclusive
March 15, 2019	Page 1-2	117315 to 117385	Inclusive



City of Newark

MEMO

DATE: April 1, 2019
TO: Sheila Harrington, City Clerk
FROM: Krysten Lee, Finance Manager
SUBJECT: Approval of Audited Demands for the City Council Meeting of April 11, 2019.

The attached list of Audited Demands is accurate and there are sufficient funds for payment.

1

Final Disbursement List. Check Date 03/29/19, Due Date 04/08/19, Discount Date 04/08/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
117315	10736	ABACUS PRODUCTS INC	03/29/19	807.74	CITY LETTERHEAD/ENVELOPES
117316	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	03/29/19	1,432.02	PAYROLL - SHORT TERM DISABILITY PREMIUM
117317	1774	AIRGAS USA, LLC	03/29/19	59.35	RENTAL TANKS AND EQUIPMENT
117318	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	03/29/19	1,120.00	CITATION PROCESSING FEES - FEB'19
117319	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	03/29/19	208.50	CRIME LAB FEES
117320	284	ALAMEDA CO. ITD FINANCE	03/29/19	3,875.94	AWS ACCESS FEE
117321	5821	ALL CITY MANAGEMENT SERVICES, INC.	03/29/19	4,548.60	CROSSING GUARD SVCS
117322	348	AT&T	03/29/19	113.94	ATT TELECOM & T1 TO FS
117323	11433	AUTOWISE	03/29/19	99.95	FLEET SERVICE
117324	11045	BADGE FRAME, INC.	03/29/19	1,365.97	GOLD AND SILVER BADGE GRAPHICS
117325	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	03/29/19	357.61	BATTERIES
117326	9680	BAY CENTRAL PRINTING	03/29/19	127.56	BUSINESS CARD IMPRINTING
117327	11550	CAL ENGINEERING & GEOLOGY, INC.	03/29/19	2,817.50	GEOTECH PEER REVIEW
117328	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	03/29/19	8,513.50	TRAFFIC SIGNAL MAINTENANCE
117329	10825	CHEVROLET OF FREMONT	03/29/19	153.37	FLEET PARTS
117330	1380	CHRISP COMPANY	03/29/19	3,154.00	CIP #1222 THERMOPLASTIC STREET STRIPING
117331	6304	CLASSIC GRAPHICS T & J LEWIS INC	03/29/19	398.78	VEHICLE & EQUIP REPAIR
117332	10650	ELIZABETH PAGENDARM	03/29/19	6.13	UUT REFUND
117333	10649	EVA HEINEY	03/29/19	1,000.00	PERFORMANCE BOND RTN EP# 2018-0029
117334	10649	PRO ROOTER INC.	03/29/19	1,000.00	PERFORMANCE BOND RTN EP# 2018-0013
117335	10649	TRIFECTA CONSTRUCTION INC.	03/29/19	2,000.00	PERFORMANCE BOND RTN EP# 2015-0054
117336	10649	HGA CONSTRUCTION INC.	03/29/19	1,000.00	PERFORMANCE BOND RTN EP# 2017-0222
117337	10793	MICHELLE ARCANGEL	03/29/19	300.00	RENTAL DEPOSIT REFUND
117338	10793	TAMI DAVENPORT	03/29/19	300.00	RENTAL DEPOSIT REFUND
117339	7631	DELTA DENTAL	03/29/19	14,776.23	DENTAL PREMIUM - APR'19
117340	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	03/29/19	445.88	DENTAL PREMIUM - APR'19
117341	2135	DEPARTMENT OF INDUSTRIAL RELATIONS PAYME	03/29/19	1,585.00	SLIDE INSPECTIONS
117342	11603	DOOLEY ENTERPRISES, INC.	03/29/19	32,812.38	AMMUNITION
117343	11404	ALHAMBRA	03/29/19	684.09	WATER SERVICE
117344	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	03/29/19	1,833.54	VISION PREMIUM
117345	10642	FASTENAL COMPANY	03/29/19	587.06	BUILDING SUPPLIES
117346	1733	FIRST BAPTIST CHURCH	03/29/19	80.00	PAYROLL DEDUCTION - DONATION MAR'19
117347	5137	FOUR SEASONS POOL SERVICE	03/29/19	1,031.08	POOL PARTS
117348	11112	FREMONT CHRYSLER DODGE JEEP RAM	03/29/19	73.58	FLEET PARTS
117349	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	03/29/19	1,545.85	FLEET PARTS
117350	11646	GACHINA LANDSCAPE MANAGEMENT, INC.	03/29/19	1,550.00	MISC LANDSCAPE REPAIRS
117351	8762	GHA TECHNOLOGIES INC	03/29/19	102,071.46	NUTANIX VIRTUALIZATION PROJECT FOR BOTH
117352	11508	BRANDON GORDON	03/29/19	250.00	EXPENSE REIMBURSEMENT
117353	3228	GRAINGER	03/29/19	229.63	BUILDING SUPPLIES
117354	10663	HOSE & FITTING ETC	03/29/19	90.61	FLEET SUPPLIES
117355	11546	INDUSTRIAL PLUMBING SUPPLY, LLC.	03/29/19	35.34	PLUMBING SUPPLIES
117356	7964	KNORR SYSTEMS INC	03/29/19	375.64	POOL CHEMICALS
117357	11393	KRYSTEN LEE	03/29/19	1,770.75	EXPENSE REIMBURSEMENT
117358	11335	LEGACY ROOFING & WATERPROOFING	03/29/19	1,075.00	PROJECT 1165 ROOF REPAIRS
117359	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	03/29/19	386.88	EMPLOYEE ASSISTANCE PROGRAM
117360	7618	METLIFE SBC	03/29/19	1,423.04	LONG TERM DISABILITY PREMIUM
117361	11357	MISSION UNIFORM SERVICE	03/29/19	1,715.79	TOWELS MATS & UNIFORMS
117362	10961	BRETT OEVERNDIEK	03/29/19	25.40	EXPENSE REIMBURSEMENT
117363	349	PACIFIC GAS & ELECTRIC	03/29/19	2,206.95	STREETLIGHTS AND TRAFFIC SIGNALS
117364	11509	MARC PALACIO	03/29/19	122.38	EXPENSE REIMBURSEMENT
117365	11322	PAPA JOHNS PIZZA	03/29/19	354.50	BIRTHDAY PARTY FOOD

CCS.AP Accounts Payable Release 8.3.0 R*APZCKREG*FDL

By BRETT OEVERNDIEK (BRETT)

Final Disbursement List. Check Date 03/29/19, Due Date 04/08/19, Discount Date 04/08/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
117366	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	03/29/19	1,218.00	PEST CONTROL SERVICES
117367	1772	POWER MAINTENANCE CORPORATION	03/29/19	1,600.00	1 YEAR MAINTENANCE FOR UPS SYTEMS CITY S
117368	2247	PSDRC C/O ALAMEDA PD	03/29/19	585.00	DISPATCHER BANQUET
117369	11376	QUINCY ENGINEERING INC	03/29/19	36,520.80	PROFESSIONAL ENGINEERING SERVICES FOR CE
117370	9811	REDFLEX TRAFFIC SYSTEMS	03/29/19	18,800.00	REDLIGHT CAMERA
117371	9870	KATHLEEN RUSHING	03/29/19	250.00	CHILD CARE CREATIVE MUSIC PERFORMANCE ON
117372	112	WILLE ELECTRICAL SUPPLY CO INC	03/29/19	649.32	LIGHT BULBS
117373	11296	SIGNATURE CARPET ONE	03/29/19	150.00	PROJECT 1163 CITYWIDE FLOORING
117374	11098	SILVER & WRIGHT LLP	03/29/19	2,961.90	LITIGATION & LEGAL CONSULTING SRVCS
117375	7885	SLOAN SAKAI YEUNG & WONG LLP	03/29/19	399.00	LITIGATION & LEGAL CONSULTING SRVCS
117376	220	SONITROL	03/29/19	1,059.00	BUILDING CONTRACTUAL SVCS
117377	503	STANDARD INSURANCE COMPANY	03/29/19	612.48	EMPLOYEE LIFE INSURANCE AND AD&D COVERAG
117378	40	STAPLES ADVANTAGE DEPT LA	03/29/19	1,716.32	OFFICE SUPPLIES
117379	7054	SWRCB STORM WATER SECTION	03/29/19	694.00	SWPPP APPLICATION FEE
117380	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	03/29/19	261.24	PAYROLL PREMIUM - E0246926
117381	10968	UTILITY TELEPHONE	03/29/19	17,056.54	UTILITY TELEPHONE PHONE AND WAN SERVICE
117382	853	VALLEY OIL COMPANY LOCKBOX# 138719	03/29/19	18,334.98	FUEL
117383	11651	VERDE DESIGN INC	03/29/19	13,073.51	DESIGN SERVICES FOR CIP #1192 SPORTSFIEL
117384	5623	VERIZON WIRELESS	03/29/19	1,453.51	CELL SVC FOR MDT'S
117385	3245	ZUMAR INDUSTRIES INC	03/29/19	42.19	SIGNS AND HARDWARE
Total				321,336.31	

1

Final Disbursement List. Check Date 03/21/19, Due Date 04/01/19, Discount Date 04/01/19. Computer Checks.
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
117265	10736	ABACUS PRODUCTS INC	03/21/19	1,125.01	PRINTING SVCS Reinstated from claim# 134
117266	11539	ACCESS INFORMATION HOLDINGS, LLC.	03/21/19	90.00	SHREDDING SVCS
117267	10223	LEXISNEXIS RISK DATA MANAGEMENT INC BILL	03/21/19	424.20	BACKGROUND CHECKS
117268	11094	ACME AUTO LEASING, LLC	03/21/19	1,909.44	ARMORED VEH LEASE
117269	284	ALAMEDA CO. ITD FINANCE	03/21/19	187.50	RADIO REPAIR/MAINT
117270	5821	ALL CITY MANAGEMENT SERVICES, INC.	03/21/19	4,279.28	CROSSING GUARD SVCS
117271	10004	ALLDATA LLC	03/21/19	1,646.25	SUBSCRIPTION RENEWAL
117272	1347	BAY AREA AIR QUALITY MGMT DIST.	03/21/19	360.00	REGULATORY FEES
117273	4388	CAPTURE TECHNOLOGIES INC ATTN: ACCOUNTS	03/21/19	5,023.98	CAPTURE TECH MAINT AGREEMENT
117274	33	CENTRAL TOWING & TRANSPORT LLC	03/21/19	100.00	FLEET TOWING
117275	11563	CENTRAL VALLEY TOXICOLOGY, INC.	03/21/19	529.00	LAB TESTS
117276	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	03/21/19	285.12	FUEL
117277	10793	PRIYA SINGH	03/21/19	285.00	RENTAL DEPOSIT REFUND
117278	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	03/21/19	356.25	PH NOTICES
117279	3969	DEPARTMENT OF MOTOR VEHICLES MAIL SUPPOR	03/21/19	244.30	BOOKS & BULLETINS
117280	3130	DOWNTOWN FORD SALES	03/21/19	31,141.15	PROJECT 1218 SERVICE CTR VEHICLES
117281	11015	EAST BAY LAWN MOWER	03/21/19	36.33	FLEET PARTS
117282	11321	ET & T DISTRIBUTORS, INC	03/21/19	6,734.10	DECK CHAIR REPLACEMENT #2019-19
117283	10655	GRANITEROCK	03/21/19	1,748.00	ASPHALT PRODUCTS
117284	11700	GRM INFORMATION MANAGEMENT SERVICES OF S	03/21/19	2,871.75	SCANNING SERVICES FOR BUILDING RECORDS
117285	1591	PHILIP H HOLLAND	03/21/19	200.00	RESERVE UNIF ALLOW
117286	7593	BRUCE HOWCROFT	03/21/19	200.00	RESERVE UNIF ALLOW
117287	7841	INTERNATIONAL CODE COUNCIL INC ATTN: MEM	03/21/19	135.00	MEMBERSHIP DUES
117288	73	THE ED JONES CO INC	03/21/19	220.69	BADGES & INSIGNIA
117289	11704	SARA KERNS	03/21/19	8.38	EXPENSE REIMBURSEMENT
117290	7964	KNORR SYSTEMS INC	03/21/19	284.38	POOL CHEMICALS
117291	293	LANGUAGE LINE SERVICES INC	03/21/19	77.31	INTERPRETATION SVCS
117292	7189	LINCOLN AQUATICS	03/21/19	439.51	MURIATIC ACID FOR POOLS
117293	11246	LOOMIS ARMORED	03/21/19	305.75	ARMORED CAR SERVICE
117294	11673	MAILFINANCE DEPT 3682	03/21/19	415.11	MAILING MACHINE LEASE AGREEMENT
117295	10920	MOUNTAIN MIKE'S PIZZA	03/21/19	131.18	SPECIAL EVENT FOOD
117296	11217	ANDREW MUSANTRY	03/21/19	1,855.55	EXPENSE REIMBURSEMENT
117297	11698	KRISTIN TRAN	03/21/19	147.60	RECREATION CONTRACT
117298	10918	ANKAR CYCLES, INC dba OAKLAND HARLEY-DAV	03/21/19	374.01	FLEET REPAIRS
117299	327	OCCU-MED LTD	03/21/19	40.00	PRE-EMPLOYMENT PHYSICALS
117300	349	PACIFIC GAS & ELECTRIC	03/21/19	51,187.30	CITY ELECTRICITY AND GAS
117301	11322	PAPA JOHNS PIZZA	03/21/19	601.00	BIRTHDAY PARTY FOOD
117302	10729	PETTY CASH CUSTODIAN-POLICE BEVERLY RYAN	03/21/19	692.39	PETTY CASH REPLENISHMENT V#3062-3077
117303	8813	PROFORCE LAW ENFORCEMENT	03/21/19	1,955.20	TASER SUPPLIES
117304	11573	REYES COCA-COLA BOTTLING LLC.	03/21/19	279.91	CAFE AND PARTY DRINKS
117305	11635	RHOADES PLANNING GROUP, INC.	03/21/19	5,584.83	OLD TOWN SP
117306	377	SIMON & COMPANY INC	03/21/19	1,721.20	LEGISLATIVE SERVICES
117307	40	STAPLES ADVANTAGE DEPT LA	03/21/19	1,430.66	OFFICE SUPPLIES
117308	10883	THE TACTICAL ADVANTAGE POLICE SUPPLY	03/21/19	1,328.22	VEST REPL #2019-11
117309	10950	THIRD DEGREE COMMUNICATIONS, INC	03/21/19	225.00	INVESTIGATIONS POST TRAINING
117310	11642	TIAA COMMERCIAL FINANCE, INC.	03/21/19	393.13	COPIER LEASE AGREEMENT (KBA)
117311	5623	VERIZON WIRELESS	03/21/19	6,144.61	IPHONE EQUIP REPLACEMENT #2019-20
117312	5623	VERIZON BUSINESS SERVICES	03/21/19	188.44	CELL SVC FOR MDT'S
117313	6977	WEISSMAN DESIGNS FOR DANCE	03/21/19	54.37	COSTUMES FOR ANNUAL DANCE REVUE
117314	11466	YORK	03/21/19	3,104.67	WORKERS COMPENSATION ADMINISTRATION FEES

Final Disbursement List. Check Date 03/21/19, Due Date 04/01/19, Discount Date 04/01/19. Computer Checks.
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
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