



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 13, 2017

- A. ROLL CALL
- B. MINUTES
 - B.1 Approval of Minutes of the regular City Council meeting of Thursday, March 23, 2017. (MOTION)
- C. PRESENTATIONS AND PROCLAMATIONS
 - C.1 Presentation by the Farmers and Farmerettes Square Dance Club. (PRESENTATION)
- D. WRITTEN COMMUNICATIONS
- E. PUBLIC HEARINGS
- F. CITY MANAGER REPORT

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

 - F.1 Acceptance of contract with Mike Davis Landscape Services for Park and Landscape Maintenance Services Project 1123A – from Maintenance Supervisor Hornbeck. (RESOLUTION)
 - F.2 Approval of specifications, acceptance of bid proposal and award of contract to New Image Landscape Company for Park and Landscape Maintenance Services, Project 1186A, and authorization for the Public Works Director to execute future renewal contracts – from Maintenance Superintendent Costa. (MOTION)(RESOLUTION)

- F.3 Approval of fiscal year 2016-2017 and 2017-2018 planned expenditures for the Used Oil Payment Program and an amendment to the 2016-2018 Biennial Budget – from Administrative Analyst Khuu-Seeman. (RESOLUTION)**
- F.4 Authorization for the purchase of two (2) 2017 Ford F-350 Front Cab/Chassis as replacement dump trucks for the Maintenance Division of the Public Works Department through Downtown Ford Sales and outfitting by Western Truck Fabrication, Inc. – from Maintenance Supervisor Connolly. (RESOLUTION)**
- F.5 Authorization for the purchase of four (4) 2017 Ford SUV Utility Interceptors as replacement patrol vehicles for the Police Department from Folsom Lake Ford and outfitting by Classic Graphics, Alameda County Radio, and Lehr – from Maintenance Supervisor Connolly. (RESOLUTION)**
- F.6 Authorization for the Public Works Director to exercise contract renewal options with SWA Services Group, Inc., for Janitorial Services to City Buildings – from Maintenance Superintendent Connolly. (RESOLUTION)**
- F.7 Approval of plans and specifications, acceptance of bid, award of contract for the Base Bid to G. Bortolotto & Company, Inc. for Park Pathways Resurfacing For ADA Access, Projects 1109 and 1175, and amendment of the 2016-2018 Biennial Budget for Fiscal Year 2016-2017– from Associate Civil Engineer Cangco. (MOTION)(RESOLUTION)**
- F.8 Authorization for the Mayor to sign a contractual services agreement with Aquatic Design Group for Silliman Aquatic Center Consulting Services and amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan – from Public Works Director Fajeau. (RESOLUTION)**

NONCONSENT

- F.9 Confirming compliance with the Surplus Land Act, Assembly Bill 2135 and authorizing the filing of an Application for Funding Assigned to the Metropolitan Transportation Commission for the Thornton Avenue Overlay, Project 1189, Committing any Necessary Matching Funds and Stating Assurance to Complete the Project – from Assistant City Engineer Imai. (RESOLUTIONS -2)**

F.10 Resolution authorizing the Annual Program Submittal for Measures B and BB funding of paratransit services – from Recreation and Community Services Director Zehnder. (RESOLUTION)

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of April 13, 2017. (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

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 13, 2017

CITY COUNCIL:

Alan L. Nagy, Mayor
Mike Bucci, Vice Mayor
Luis L. Freitas
Sucy Collazo
Michael K. Hannon

CITY STAFF:

John Becker
City Manager

Terrence Grindall
Assistant City Manager

Susie Woodstock
Administrative Services Director

Sandy Abe
Human Resources Director

Soren Fajeau
Public Works Director

Jim Leal
Police Chief

David Zehnder
Recreation and Community Services Director

David J. Benoun
City Attorney

Sheila Harrington
City Clerk

Welcome to the Newark City Council meeting. The following information will help you understand the City Council Agenda and what occurs during a City Council meeting. Your participation in your City government is encouraged, and we hope this information will enable you to become more involved. The Order of Business for Council meetings is as follows:

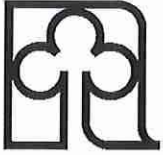
- | | |
|-------------------------------------|----------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | K. TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS | L. ORAL COMMUNICATIONS |
| E. PUBLIC HEARINGS | M. APPROPRIATIONS |
| F. CITY MANAGER REPORTS | N. CLOSED SESSION |
| G. CITY ATTORNEY REPORTS | O. ADJOURNMENT |
| H. ECONOMIC DEVELOPMENT CORPORATION | |

Items listed on the agenda may be approved, disapproved, or continued to a future meeting. Many items require an action by motion or the adoption of a resolution or an ordinance. When this is required, the words **MOTION**, **RESOLUTION**, or **ORDINANCE** appear in parenthesis at the end of the item. If one of these words does not appear, the item is an informational item.

The attached *Agenda* gives the *Background/Discussion* of agenda items. Following this section is the word *Attachment*. Unless "none" follows *Attachment*, there is more documentation which is available for public review at the Newark Library, the City Clerk's office or at www.newark.org. Those items on the Agenda which are coming from the Planning Commission will also include a section entitled *Update*, which will state what the Planning Commission's action was on that particular item. *Action* indicates what staff's recommendation is and what action(s) the Council may take.

Addressing the City Council: You may speak once and submit written materials on any listed item at the appropriate time. You may speak once and submit written materials on any item **not** on the agenda during **Oral Communications**. To address the Council, please seek the recognition of the Mayor by raising your hand. Once recognized, come forward to the lectern and you may, but you are not required to, state your name and address for the record. Public comments are limited to five (5) minutes per speaker, subject to adjustment by the Mayor. Matters brought before the Council which require an action may be either referred to staff or placed on a future Council agenda.

No question shall be asked of a council member, city staff, or an audience member except through the presiding officer. No person shall use vulgar, profane, loud or boisterous language that interrupts a meeting. Any person who refuses to carry out instructions given by the presiding officer for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.



CITY OF NEWARK CITY COUNCIL

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

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

MINUTES

Thursday, March 23, 2017

A. ROLL CALL

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

B. MINUTES

B.1 Approval of Minutes of the regular City Council meeting of Thursday, March 9, 2017. **MOTION APPROVED**

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

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Introduction of employees.

Mayor Nagy introduced newly hired Police Officers Joyce Wang and Frank Herbert.

C.2 Proclaiming March as American Red Cross Month in Newark.

PROCLAMATION

Mayor Nagy presented the proclamation to Helen Knudson.

C.3 Commending Nianju Gu, Rotary Club Speech Contest winner, and presentation of her speech. **COMMENDATION**

Mayor Nagy presented the commendation to Nianju Gu. Ms. Gu presented her speech "Legos Are For Everyone" at the City Council meeting.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORT

Vice Mayor Bucci moved, Council Member Collazo seconded, to approve Consent Calendar Items F.1 through F.2, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

- F.1 Authorization for the purchase of a new 2017 John Deere 1550 Terrain Cut Commercial Front Mower from Turf and Industrial Equipment Company. RESOLUTION NO. 10600**
- F.2 Initiation of the 2017 Weed Abatement Program and setting April 27, 2017 for a public hearing. RESOLUTION NO. 10601**

NONCONSENT**F.3 Discussion of options regarding Accessory Dwelling Units regulations.**

Assistant City Manager Grindall stated that staff was seeking guidance from the City Council on issues that were raised at the January 12, 2017 meeting: requiring owner occupancy in Standard Accessory Dwelling Units and limiting Accessory Dwelling Units (ADUs) to one bedroom.

The City Council discussed the State Building Code Occupancy restrictions, the City of San Jose's restrictions on the number of guests that may rent one property, the various types of property ownership, parking, and code enforcement.

Vice Mayor Bucci stated that he did not support the owner occupancy requirement.

Liz Brazil, stated that she would like to rent her property in the future without the owner occupancy requirement. She provide copies of codes from the cities of Fremont and Union City for the City Council to consider.

Mr. Mahider stated that he had previously considered building an accessory dwelling unit, but did not due to the size restriction. He requested that the City Council consider a larger limit, if the property size and setback restrictions could accommodate the ADU.

Vice Mayor Bucci requested that staff explore the San Jose guest limit policies, mentioned by Council Hannon, and include those in the next report.

Assistant City Manager Grindall stated that based on the discussion, the City Council seemed to favor a limit on how many people could live in a unit. Staff would also review the codes that were provided by Ms. Brazil.

Council Member Hannon requested that the next report include the setback requirements and open space on the property. He also suggested keeping the size limit and considering a permit process for larger ADUs, if the property size could accommodate the increase.

Liz Brazil stated that allowing ADUs with larger square footage would result in additional property tax for the City.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

I.1 Reappointing Senior Citizen Standing Advisory Committee members; declaring a vacancy on the Committee and authorizing the City Clerk to post a notice of vacancy. RESOLUTION NO. 10602 MOTION APPROVED

Mayor Nagy recommended the reappointment of Kathleen Lemos and Glen Wickizer to the Senior Citizen Standing Advisory Committee. He further recommended authorizing the City Clerk to advertise the vacancy.

Council Member Hannon moved, Council Member Freitas seconded to: 1) by resolution, reappoint Kathleen Lemos and Glen Wickizer to the Senior Citizen Standing Advisory Committee; and 2) by motion, declare a vacancy on the Senior Citizen Standing Advisory Committee, and direct the City Clerk to post the notice of vacancy. The motion passed, 5 AYES.

Mayor Nagy stated that the Alameda County Grand Jury was seeking volunteers to serve on the Grand Jury. More details were available at acgov.org.

Vice Mayor Bucci stated that Relay for Life, the fundraising arm of the American Cancer Society would begin hosting fundraising events. He suggested checking Facebook or their website for details.

Council Member Collazo stated that Family Day at the Park would be held on the morning of April 8, 2017 at Community Park. She noted the death of Chuck Berry this week. She encouraged the public to shop Newark.

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of March 23, 2017. MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 110407 to 110533.

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

M. CLOSED SESSION

N. ADJOURNMENT

At 8:51 p.m. Mayor Nagy adjourned the City Council meeting.

C.1 Presentation by the Farmers and Farmerettes Square Dance Club.
(PRESENTATION)

Background/Discussion – The Farmers and Farmerettes Square Dance Club is a Newark-based group that does exhibition and entertainment square dancing and is also involved with local charities. Don Baker and representatives from the Farmers and Farmerettes will be at the City Council meeting to present a contribution to the Newark Betterment Corporation.

F.1 Acceptance of contract with Mike Davis Landscape Services for Park and Landscape Maintenance Services Project 1123A – from Maintenance Supervisor Hornbeck. (RESOLUTION)

Background/Discussion – On December 10, 2015 the City Council awarded a contract to Mike Davis Landscape Services, for park and landscape maintenance services for the 2016 calendar year.

Two additional years of work were included in the specifications and could be implemented upon mutual consent by the City and the contractor. On January 10, 2017 Mike Davis Landscape Services notified the City that they would no longer be servicing the Park and Landscape Maintenance Services Project 1123A.

Attachment

Action - It is recommended that the City Council, by resolution, accept the contract with Mike Davis Landscape Services for Park and Landscape Maintenance Services Project 1123A.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ACCEPTING THE 2016 CONTRACT WITH MIKE
DAVIS LANDSCAPE SERVICES FOR PARK AND
LANDSCAPE MAINTENANCE SERVICES PROJECT 1123A

WHEREAS, the City of Newark entered into a 2016 contract with Mike Davis Landscape Services, pursuant to Resolution No. 10,430, in accordance with plans and specifications for the contract; and

WHEREAS, said work has been completed in conformance with the plans and specifications of the 2016 contract herein above referred to and the conditions there of;

NOW, THEREFORE, BE IT RESOLVED that said 2016 contract is hereby accepted and the City Council does hereby authorize the release of bonds guaranteeing completion of work, the filing of a Notice of Completion, and payment to the contractor pursuant to the contract.

F.2 Approval of specifications, acceptance of bid proposal and award of contract to New Image Landscape Company for Park and Landscape Maintenance Services, Project 1186A, and authorization for the Public Works Director to execute future renewal contracts – from Maintenance Superintendent Costa.

(MOTION)(RESOLUTION)

Background/Discussion – On March 14, 2017, two bid proposals were received from landscape contractors to provide services for City landscaped areas, including the Landscaping and Lighting Districts. The scope of work provides similar services to that of the most recent landscape contract. Bidders were informed that this contract, if awarded, would be awarded to the prospective contractor who provides the best overall value to the City in terms of cost of services, proposed methodology, experience of staff and management team, financial stability of firm, and quality of referenced work.

Base bids for this project are as follows:

Bidder	Amount
New Image Landscape Company	\$167,676
Rubicon Enterprises, Inc.	\$213,840
Engineer’s Estimate	\$173,000

Based on a review of the submitted bid proposals, New Image Landscape Company is the bidder that will provide the best overall value to the City when considering the cost of services and other factors cited above.

Funds for the Landscaping and Lighting Districts for the maintenance of the specified areas are appropriated from the various district’s budgets. For areas not in the Landscaping and Lighting Districts, funds were included in the 2016-2018 Biennial Budget.

The total contract recommended to be awarded to New Image Landscape Company for the Base Bid is \$167,676.00.

The contract shall commence on or about April 17, 2017 with the option to annually renew the contract through December 31, 2019. The contract may be renewed for no more than two consecutive one-year periods upon mutual consent of both parties. It is recommended authorization be given to the Public Works Director to execute potential future renewal contracts in accordance with the specifications.

Attachment

Action - It is recommended that the City Council, by motion, approve the specifications, and by resolution, accept the bid proposal and award the contract to New Image Landscape Company for Park and Landscape Maintenance Services, Project 1186A, and authorize the Public Works Director to execute future renewal contracts.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING THE BID PROPOSAL AND AWARDING THE CONTRACT TO NEW IMAGE LANDSCAPE COMPANY FOR PARK AND LANDSCAPE MAINTENANCE SERVICES, PROJECT 1186A, AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE FUTURE RENEWAL CONTRACTS

BE IT RESOLVED that the City Council of the City of Newark does hereby find that New Image Landscape Company was the most qualified bidder for Park and Landscape Maintenance Services, Project 1186A, in the City of Newark; and

BE IT FURTHER RESOLVED that the City Council does hereby accept said bid proposal of said company and does hereby authorize and direct the Mayor of the City of Newark to sign an agreement with said company for Park and Landscape Maintenance Services, Project 1186A, according to the plans, specifications, and terms of said bid proposal; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Public Works Director to execute future renewal contract with said company for Park and Landscape Maintenance Services for up to two (2) additional annual contract periods through December 31, 2019.

F.3 Approval of fiscal year 2016-2017 and 2017-2018 planned expenditures for the Used Oil Payment Program and an amendment to the 2016-2018 Biennial Budget – from Administrative Analyst Khuu-Seeman. (RESOLUTION)

Background/Discussion – The Department of Resources and Recycling and Recovery (CalRecycle) administers the Used Oil Payment Program (OPP) which provides opportunities for local governments/jurisdictions to receive funding for local used oil and used oil filter collection/recycling programs.

Used oil collection programs funded by the OPP must provide at least one of the following: ensuring there is at least one Certified Used Oil Collection Center for every 100,000 residents not served by curbside collection, and, providing used oil curbside collection at least once a month. Additionally, recipients of OPP funding must have a public education component that informs the public of locally available used oil recycling opportunities.

The City of Newark has received OPP funding since 1995, and currently has seven Certified Used Oil Collection Centers throughout the City. Additionally, Republic Services provides used oil curbside collection—Republic drivers deliver new motor oil and filter recovery kits upon request, and residents are able to recycle used motor oil by placing the oil next to his/her recycling cart on collection day.

As part of the public education component of the grant, City of Newark staff work at community events during the year (such as Newark Days and Family Day at the Park), staffing a booth to promote awareness of the program, and encouraging residents to recycle used oil by providing free used oil recycling kits.

The City of Newark received \$12,286 in OPP funding from CalRecycle for the fiscal year 2015-2016 funding cycle and was awarded \$12,334 in OPP funding for the 2016-2017 fiscal year funding cycle. The 2016-2017 funds are anticipated to be received this month.

All expenditures using OPP funding must be for the purposes of establishing and maintaining a used oil program. Anticipated expenditures for fiscal year 2016-2017 and 2017-2018 will continue to be similar to expenditures from past fiscal years, and may include, but are not limited to, expenses for: used oil kit components (drain pans, funnels, rags, and a map of Newark's Certified Collection Centers), oil filters for filter exchange events, advertising to promote awareness of the program, translations for flyers, training, and staff time. All anticipated expenditures are eligible costs under the program guidelines.

Attachment

Action - It is recommended that the City Council, by resolution, approve the fiscal year 2016-2017 and 2017-2018 planned expenditures for the City of Newark's Used Oil Collection Program, and an amendment to the 2016-2018 Biennial Budget.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK TO APPROVE THE FISCAL YEAR 2016-2017 AND
2017-2018 PLANNED EXPENDITURES FOR THE CITY OF
NEWARK'S USED OIL COLLECTION PROGRAM, AND AN
AMENDMENT TO THE 2016-2018 BIENNIAL BUDGET

WHEREAS, the City of Newark has been a Used Oil Payment Program (OPP) funding recipient since 1995; and

WHEREAS, all expenditures using OPP funding must be for the purposes of establishing and maintaining a used oil program and must follow program guidelines for eligible costs; and

WHEREAS, funds for each OPP cycle must be expended or returned to CalRecycle at the end of each cycle; and

WHEREAS, funding in the amount of \$12,286 (twelve thousand, two hundred, and eighty-six dollars) was awarded to the City of Newark as part of funding cycle OPP6, which runs through June 30, 2017 and \$12,334 (twelve thousand, three hundred, and thirty-four dollars) was awarded to the City of Newark as part of funding cycle OPP7, which runs through June 30, 2018; and

WHEREAS, anticipated expenditures for fiscal years 2016-2017 and 2017-2018 may include, but are not limited to, expenses for: used oil kit components, oil filters for filter exchange events, advertising, translations, training, and staff time; and

WHEREAS, all anticipated fiscal year 2016-2017 and 2017-2018 expenditures are eligible costs under the program guidelines;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the planned fiscal year 2016-2017 and 2017-2018 Used Oil Collection Program expenditures; and

BE IT FURTHER RESOLVED that the 2016-2018 Biennial Budget is amended as follows:

For Fiscal Year 2016-2017:

From Account:	109-0000-3490-F06 (OPP Funding)	\$12,286
To Account:	109-1041-5280-F06 (OPP Expenditures)	\$12,286

For Fiscal Year 2017-2018:

From Account:	109-0000-3490-F06 (OPP Funding)	\$12,334
To Account:	109-1041-5280-F06 (OPP Expenditures)	\$12,334

F.4 Authorization for the purchase of two (2) 2017 Ford F-350 Front Cab/Chassis as replacement dump trucks for the Maintenance Division of the Public Works Department through Downtown Ford Sales and outfitting by Western Truck Fabrication, Inc. – from Maintenance Supervisor Connolly. (RESOLUTION)

Background/Discussion- The 2016-2018 Biennial Budget for Fiscal Year 2016-2017 includes funding for the replacement of the City of Newark’s existing dump trucks in the Maintenance Division of the Public Works Department through the City’s Equipment Replacement Program. The dump trucks are used to transport landscape debris and trash throughout the City. The existing dump trucks have reached the end of their useful life. Authorization is requested to participate in an intergovernmental procurement process for the purchase of two (2) 2017 Ford F-350 Front Cab/Chassis as replacement vehicles.

The City previously released a bid document for the purchase and outfitting of these replacement vehicles but received no bids. An intergovernmental procurement process (also known as a “piggyback”) is an alternative option to Newark’s formal bidding process. By piggybacking onto another agency’s contract, the City would save the cost and time associated with an additional formal bid process but be able to be assured of competitive set prices established by another agency’s formal bidding process.

Upon completion of a formal bidding process, the State of California entered into a master contract and a procurement contract with Downtown Ford Sales for the purchase of new vehicles. This contract is in effect through February 21, 2018, and includes a provision to allow other agencies to participate.

The competitive process used by the State of California has been reviewed by the Public Works Department and satisfies the City’s requirements for the proposed vehicle purchases.

Based upon the State of California contract with Downtown Ford Sales, the combined purchase cost for both vehicles would be \$65,000. The vehicle cost does not include outfitting of the vehicles by Western Truck Fabrication, Inc. which is estimated not to exceed \$48,000 for both vehicles. The outfitting cost is based on specialized vendor quotes for the building and installation of the dump beds.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the purchase of two (2) 2017 Ford F-350 Chassis as replacement dump trucks for the Maintenance Division of the Public Works Department through Downtown Ford Sales and outfitting by Western Truck Fabrication, Inc.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE PURCHASE OF TWO (2) 2017 FORD F-350 FRONT CAB/CHASSIS AS REPLACEMENT DUMP TRUCKS FOR THE MAINTENANCE DIVISION OF THE PUBLIC WORKS DEPARTMENT THROUGH DOWNTOWN FORD SALES AND OUTFITTING BY WESTERN TRUCK FABRICATION, INC.

WHEREAS, the 2016–2018 Biennial Budget and Capital Improvement Plan includes funding for replacement of two (2) existing dump trucks in the Maintenance Division of the Public Works Department that have reached the end of their useful life; and

WHEREAS, the City of Newark will be participating in an intergovernmental procurement process (also known as “piggybacking”) with Downtown Ford Sales as the holder of the State of California procurement contract to purchase two (2) new 2017 Ford F-350 Front Cab/Chassis at a total combined cost of \$65,000; and

WHEREAS, the two proposed replacement vehicles will require equipment outfitting based on quotes from Western Truck Fabrication, Inc., not to exceed a combined total cost of \$48,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the purchase of two (2) 2017 Ford F-350 Front Cab/Chassis as replacement dump trucks for the Maintenance Division of the Public Works Department through Downtown Ford Sales and outfitting by Western Truck Fabrication, Inc.

F.5 Authorization for the purchase of four (4) 2017 Ford SUV Utility Interceptors as replacement patrol vehicles for the Police Department from Folsom Lake Ford and outfitting by Classic Graphics, Alameda County Radio, and Lehr – from Maintenance Supervisor Connolly. (RESOLUTION)

Background/Discussion – The Newark Police Department is in need of four (4) replacement patrol vehicles that have reached the end of their useful lives. The 2016-2018 Biennial Budget and Capital Improvement Plan includes funding for vehicle replacements in the amount of \$242,000 as part of the Equipment Replacement Budget. Authorization is requested to participate in an intergovernmental procurement process for the purchase of four (4) 2017 Ford SUV Utility Interceptors.

An intergovernmental procurement process (also known as a “piggybacking”) is an alternative option to Newark’s formal bidding process. By piggybacking onto another agency’s contract, the City would save the cost and time associated with the formal bid process but be able to be assured of competitive set prices established by another agency’s formal bidding process.

Upon completion of a formal bidding process, the State of California entered into a master contract and a procurement contract with Folsom Lake Ford for the purchase of new vehicles. This contract is in effect through June 29, 2017, and includes a provision to allow other agencies to participate.

The competitive process used by the State of California has been reviewed by the Public Works Department and satisfies the City’s requirements for the proposed vehicle purchases.

Based upon the State of California contract with Folsom Lake Ford, the combined purchase cost for all four (4) vehicles will be \$164,000. The vehicle cost does not include outfitting of the patrol vehicles which is estimated not to exceed \$78,000 combined for all four (4) vehicles. The outfitting is based on specialized vendor quotes for the installation of lights, sirens, speakers, antennas, rear transport cage, rear cargo box, dual weapon mounts, power supplies, and specialized wiring: .

Action - It is recommended that the City Council, by resolution, authorize the purchase of four (4) 2017 Ford SUV Utility Interceptors as replacement patrol vehicles for the Police Department from Folsom Lake Ford and outfitting by Classic Graphics, Alameda County Radio, and Lehr.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE PURCHASE OF FOUR (4) 2017 FORD SUV UTILITY INTERCEPTORS AS REPLACEMENT PATROL VEHICLES FOR THE POLICE DEPARTMENT FROM FOLSOM LAKE FORD AND OUTFITTING BY CLASSIC GRAPHICS, ALAMEDA COUNTY RADIO, AND LEHR

WHEREAS, the 2016–2018 Biennial Budget and Capital Improvement Plan includes funding for replacement of police vehicles that have reached the end of their useful lives; and

WHEREAS, the City of Newark will be participating in an intergovernmental procurement process (also known as “piggybacking”) with Folsom Lake Ford as the holder of the State of California procurement contract to purchase four (4) new 2017 Ford SUV Utility Interceptors at a total combined cost of \$164,000; and

WHEREAS, the four (4) proposed replacement vehicles will require equipment outfitting based on quotes not to exceed a combined total cost of \$78,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the purchase of four (4) 2017 Ford SUV Utility Interceptors as replacement patrol vehicles for the Police Department from Folsom Lake Ford and outfitting by Classic Graphics, Alameda County Radio, and Lehr.

F.6 Authorization for the Public Works Director to exercise contract renewal options with SWA Services Group, Inc., for Janitorial Services to City Buildings – from Maintenance Superintendent Connolly. (RESOLUTION)

Background/Discussion – On April 14, 2016, the City Council approved specifications, accepted a proposal and awarded a contract to SWA Services Group, Inc. for Janitorial Services to City Buildings. The approved specifications provide for optional contract renewals for up to two additional one-year periods. SWA Services Group, Inc. is agreeable to a one-year contract extension at current contract prices.

Staff recommends a contract renewal with SWA Services Group, Inc. for the period of May 1, 2017 to April 30, 2018. Staff further recommends that the Public Works Director be authorized to exercise this renewal option as well as a potential future renewal option next year, subject to the terms of the approved specifications. The 2016-2018 Biennial Budget provides sufficient funding for this scope of services.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the Public Works Director to exercise contract renewal options with SWA Service Group, Inc. for Janitorial Services to City Buildings.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE PUBLIC WORKS DIRECTOR
TO EXERCISE CONTRACT RENEWAL OPTIONS WITH SWA
SERVICES GROUP, INC. FOR JANITORIAL SERVICES TO
CITY BUILDINGS

WHEREAS, on April 14, 2016, pursuant to City Council Resolution No. 10,481, the City Council accepted a proposal and awarded a contract to SWA Service Group, Inc., for Janitorial Services to City Buildings according to the specifications and terms of said proposal; and

WHEREAS, the approved specifications provide for contract renewal for up to two additional one-year periods through April 30, 2019 if both the City and SWA Services Group, Inc. are agreeable, and further provide that the Public Works Director be authorized to execute contract renewals on behalf of the City; and

WHEREAS, SWA Services Group, Inc. is agreeable to a contract renewal for the period of May 1, 2017 to April 30, 2018 with no changes to current contract prices.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the Public Works Director to exercise contract renewal options with SWA Services Group, Inc. for Janitorial Services to City Buildings.

**F.7 Approval of plans and specifications, acceptance of bid, award of contract for the Base Bid to G. Bortolotto & Company, Inc. for Park Pathways Resurfacing For ADA Access, Projects 1109 and 1175, and amendment of the 2016-2018 Biennial Budget for Fiscal Year 2016-2017– from Associate Civil Engineer Cangco.
(MOTION)(RESOLUTION)**

Background/Discussion – The Park Pathways Resurfacing Project will rehabilitate various park pathways at the Community Center Park and Birch Grove Park. Pathway resurfacing at Sportsfield Park was included as an additive alternate bid item. The project will remove tripping hazards and make the pathways more ADA accessible.

The project bid opening occurred on March 28, 2017. The project’s base bid is for work at Community Center and Birch Grove parks. Sportsfield Park was added as Additive Alternate Bid No. 1. The results from the bidders with their respective bid amounts are as follows:

Bidder	Base Bid	Alt Bid No. 1
G. Bortolotto & Company, Inc.	\$ 299,299.39	\$ 111,111.11
American Asphalt Repair and Resurfacing Company, Inc.	\$ 310,920.10	\$ 125,742.50
O’Grady Paving, Inc.	\$ 405,433.00	\$ 154,196.00
Engineer’s Estimate	\$ 261,964.00	\$ 101,308.00

As stated in the project Specifications, determination of the low monetary bidder was based on the Base Bid without considering the alternate bid totals. The low monetary bidder, G. Bortolotto & Company, Inc., is experienced in this type of project, is a responsible contractor, and submitted a responsive bid.

After review of the bid received from G. Bortolotto & Company, Inc. for Additive Alternate Bid Item No. 1 – Sportsfield Park, staff does not recommend adding this item to the contract. Staff recommends that the City Council accept the bid and award the contract to G. Bortolotto & Company, Inc. for the Base Bid only in the amount of \$299,299.39.

The Capital Improvement Plan includes \$186,100 in funding for park pathway projects. Additionally, there is \$118,908 in available Community Development Block Grant Program (CDBG) funds for fiscal year 2016-2017 for the project. A budget amendment is necessary to appropriate these CDBG funds and provide a total project funding amount of \$305,008 for scope of work identified in the Base Bid.

Attachment

Action - It is recommended that the City Council, by motion, approve the plans and specifications and, by resolution, accept the bid and award the contract for the Base Bid to G. Bortolotto & Company, Inc. for the Park Pathways Resurfacing for ADA Access, Projects 1109 and 1175, and amend the 2016-2018 Biennial Budget for Fiscal Year 2016-2017.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING THE BID AND AWARDING THE CONTRACT FOR THE BASE BID TO G. BORTOLOTTO & COMPANY, INC. FOR PARK PATHWAYS RESURFACING FOR ADA ACCESS, PROJECTS 1109 AND 1175, AND AMENDING THE 2016-2018 BIENNIAL BUDGET FOR FISCAL YEAR 2016-2017

BE IT RESOLVED that the City Council of the City of Newark does hereby find that G. Bortolotto & Company, Inc. was the lowest responsible bidder for the Park Pathways Resurfacing for ADA Access, Projects 1109 and 1175, in the City of Newark.

BE IT FURTHER RESOLVED that the City Council does hereby accept said bid of said company and does hereby authorize the Mayor of the City of Newark to sign an agreement with said company for the construction of Park Pathways Resurfacing for ADA Access, Projects 1109 and 1175, according to the plans, specifications, and terms of said bid for the Base Bid.

BE IT FURTHER RESOLVED that the City Council does hereby amend the 2016-2018 Biennial Budget and Capital Improvement Plan for fiscal year 2016-2017 to utilize Community Development Block Grant funds by appropriating \$118,908 to project account 402-5201-5280-1109 and by creating a revenue account, 402-0000-3550, in the amount of \$118,908.

F.8 Authorization for the Mayor to sign a contractual services agreement with Aquatic Design Group for Silliman Aquatic Center Consulting Services and amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan – from Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – The 2016-2018 Biennial Budget and Capital Improvement Plan includes several projects at the Silliman Aquatic Center, including re-plastering of each of the three large pools. These projects will require a shut-down of the facilities for approximately a three-month period starting in December 2017. It is also desirable to replace the existing Activity Pool Play Structure at this time. Projects of this nature require a level of expertise only available from specialized consulting firms for the preparation of appropriate construction documents and the selection and ordering of the replacement play structure.

A request for proposals (RFP) was issued for a scope of services that includes assessment of the existing facilities, design for the replacement of the Activity Pool Play Structure, all necessary architectural and engineering design services for the preparation of construction documents for the pool re-plastering and play structure replacement, and construction administration during the construction period. The RFP also included an additive alternate for mechanical engineering analysis of the heating, ventilating, and air-conditioning system in the natatorium.

Two proposals were submitted in response to the RFP. The proposals were evaluated based on the criteria listed in the RFP including overall experience, knowledge and qualifications in terms of the ability to perform the required services, level of responsiveness to the RFP, familiarity with required permitting, and other factors. Aquatic Design Group was selected because they submitted a proposal that demonstrated their qualifications, they are highly recommended, and their proposal most aligned with the expectations associated with the project.

The total cost for services, including the additive alternate and contingency is \$104,075. An amendment to the 2016-2018 Biennial Budget and Capital Improvement Plan to fund this design work will be necessary.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign a contractual services agreement with Aquatic Design Group for Silliman Aquatic Center Consulting Services and amend the 2016-2018 Biennial Budget and Capital Improvement Plan.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE MAYOR TO SIGN A CONTRACTUAL SERVICES AGREEMENT WITH AQUATIC DESIGN GROUP FOR SILLIMAN AQUATIC CENTER CONSULTING SERVICES AND AMENDMENT OF THE 2016-2018 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

BE IT RESOLVED by the City Council of the City of Newark that the Mayor is hereby authorized to sign the contractual services agreement with Aquatic Design Group to provide design consulting services associated with improvements at the Silliman Aquatic Center.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby amends the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2016-2017 as follows:

	<u>Account</u>	<u>Description</u>	<u>Amount</u>
From:	401-0000-2991	Capital Improvement Fund Reserves	\$104,075
To:	401-5600-5280-1114	Silliman Aquatic Center – Activity Pool Replacement	\$104,075

**CONTRACTUAL SERVICES AGREEMENT
DESIGN PROFESSIONALS**

This Service Agreement (hereinafter "Agreement") is made and entered into this _____ day of _____, 2017 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and Aquatic Design Group, a California corporation ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform the services generally including: all necessary architectural and engineering design services for pool re-plastering and play structure replacement at the Silliman Aquatic Center, including but not necessarily limited to assessment of existing facilities, design for the procurement of a replacement play structure, preparation of all construction documents, construction administration during the construction period, and mechanical analysis of the heating, ventilating and air-conditioning system.

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

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

3. COMPENSATION.

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One-Hundred Four Thousand Seventy-Five and No/100 Dollars (\$104,075.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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
Finance 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 the Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to City, Consultant shall reimburse City for the damages incurred (which may be charged as an offset to Consultant's payment).

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

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

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

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

Consultant agrees to include with all subconsultants in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of this Agreement's Indemnity and Insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all Sub-subconsultants to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any work and will provide proof of compliance to the City.

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

A. Verification of Coverage.

Consultant shall furnish City with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences.

Proof of Insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City Risk Manager:

CITY OF NEWARK
Risk Manager
37101 Newark Blvd.
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. 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 Form Number CG 00_01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and
2. Insurance Services Office Form Number CA 00_01 covering any auto (Code 1), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos; and
3. Workers' Compensation insurance as required by the State of California with Statutory Limits, and Employer's Liability Insurance; and
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.

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.

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: **\$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 the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers; or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

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 the City Risk Manager. 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.

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 ("Additional Insureds") are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Insurance. For any claims related to these Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, subconsultants, agents, 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. Consultant's policy will not seek contribution from the City's insurance or self insurance.

3. Notice of Cancellation. Each insurance policy required by this clause shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.

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

5. Self-Insured Retentions (SIR). All self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

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

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

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

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

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 17, hereinbelow) a written report (in a form acceptable to the City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage and whether any City property was involved.

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

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

Consultant/Subconsultant's responsibility for such indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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 upon completion of performance of Services hereunder by Consultant.

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

17. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by Soren Fajeau, Public Works Director of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator on 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:

AQUATIC DESIGN GROUP

CITY OF NEWARK

DENNIS BERKSHIRE

SOREN FAJEAU

Consultant

Administrator

Address: Aquatic Design Group
Attn: Dennis Berkshire, President
2226 Faraday Avenue
Carlsbad, CA 92008

City of Newark
Attn: Public Works Director
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 described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

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

AQUATIC DESIGN GROUP,
a California corporation

By _____
Alan L. Nagy, Mayor

By _____
Consultant

Date _____

Date _____

Printed Name

Attest:

Sheila Harrington, City Clerk

Date _____

Approved as to form:

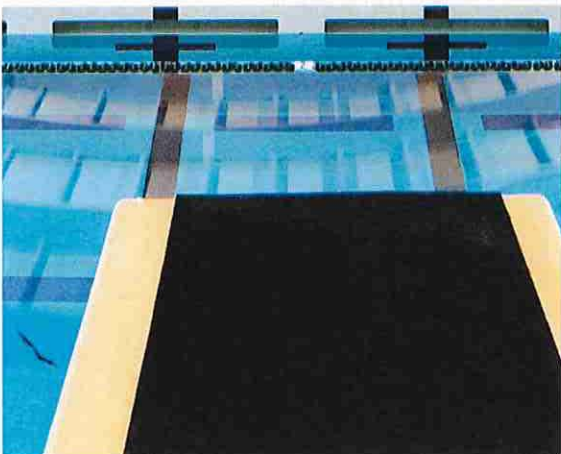
David J. Benoun, City Attorney

Date _____

EXHIBIT A
SCOPE OF SERVICES

See the following attached documents, three (3) total pages for the Scope of Services.

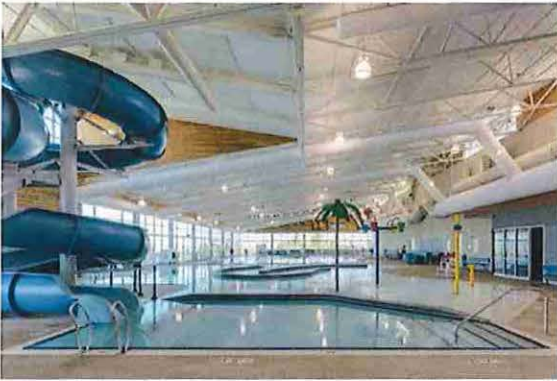
4. SCOPE OF SERVICES



Below is an outline of our proposed scope of work and deliverables for this project:

- **Assessment of Existing Facilities:** Aquatic Design Group shall visit the project site to document existing conditions and review as-built / record drawings. Following the site visit, we will provide an overall review and assessment of the existing pool infrastructure and develop recommendations for any necessary alterations, upgrades, or replacement of existing equipment to make sure ongoing use of the facility at the current level of programming, as well as compliance with all applicable laws and regulations.
- **Activity Play Structure Replacement Design:** Aquatic Design Group shall provide a complete package as necessary for the City to order a replacement Activity Play Structure and make sure delivery of the structure to the Silliman Aquatic Center in advance of the projected construction start date of December 11, 2017. We will work with the City to make sure the replacement structure be made of materials that can withstand the existing indoor pool environment and provide an expected industry-standard life cycle for similar equipment.
- **Preparation of Construction Documents:** Aquatic Design Group shall prepare a demolition plan, drawings and technical specifications as required to document the required scope of the resurfacing contractor's work. We shall assist the City in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract and the Form of Agreement between the City and Contractor, as this information relates to the pool resurfacing project. Aquatic Design Group shall also provide a preliminary construction cost estimate for proposed improvements and provide a list of qualified contractors that the City may contact to solicit bids for construction, and review bids upon receipt by the City.
- **Construction Administration:** Aquatic Design Group shall be a representative of and shall advise and consult with the City: 1) during construction until final payment to the Contractor is due; and 2) as an Additional Service at City's direction from time to time during the correction period described in the Contract for Construction. We shall provide the following construction support services:
 - .1 Provide clarification, as required, of construction documents and respond to contractor requests for information.
 - .2 Review and approval of swimming pool-related sample and material submittals specified in Contract Documents.

4. SCOPE OF SERVICES



- .3 Assistance with the issuance and negotiation of change orders.
- .4 Review of contractor-submitted Record Drawings for contract conformance and completeness based upon field observations.
- .5 Provide site inspection at intervals appropriate to the stage of construction or otherwise agreed by City and Aquatic Design Group in writing to become generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the Contract Documents. However, Aquatic Design Group shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of on-site observations, we shall keep the City informed of the progress and quality of the work, and shall endeavor to guard the City against defects and deficiencies in the work.

- **Mechanical Engineering Analysis (Additive Alternative):** Aquatic Design Group has teamed with Guttman & Blaevoet to provide recommendations and cost estimates for alterations and/or additions to the existing mechanical systems. This includes evaluation of the existing building mechanical system and providing recommendations to modify the existing aquatic center heating, ventilation and air conditioning systems to improve air circulation, limit chloramine levels at the water surface, and comply with current regulations.

5. PROJECT SCHEDULE



TIMELINE

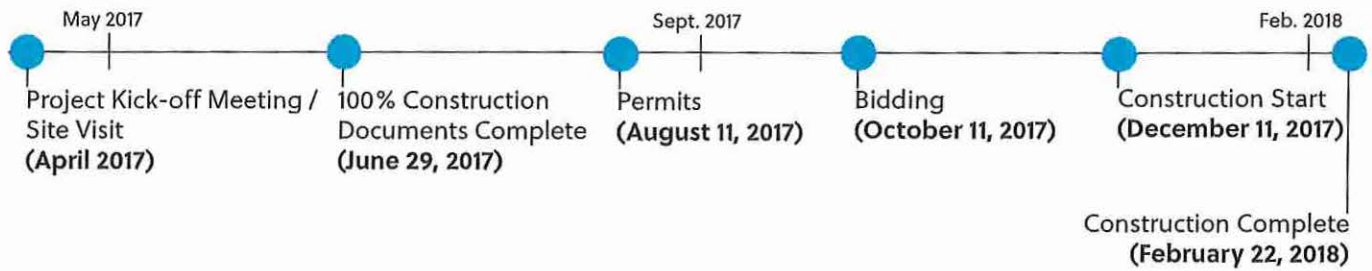


EXHIBIT B

PAYMENT

The total not-to-exceed cost for services is \$104,075. The consultant's hourly rates are provided on the following page.

6. FEE PROPOSAL

Silliman Aquatic Center Fee Table Aquatic Design Group							
Task	Principal	Project Manager	Designer / Engineer	Mechanical	Clerical	Total Hours	Total Labor Costs
	\$195	\$175	\$110	\$250	\$60		
1 Assessment of Existing Facilities	30		15			45	
2 Activity Play Structure Replacement Design	24		48		4	76	
3 Construction Documents	48		244		4	296	
4 Construction Administration	24	60			3	87	
5 Mechanical Engineering Analysis (Add. Alt.)				60		60	
Proposal Subtotal Hours	126	60	307	60	11	519	
1 Assessment of Existing Facilities	\$5,850	\$0	\$1,650	\$0	\$0		\$7,500
2 Activity Play Structure Replacement Design	\$4,680	\$0	\$5,280	\$0	\$240		\$10,200
3 Construction Documents	\$9,360	\$0	\$26,840	\$0	\$240		\$36,440
4 Construction Administration	\$4,680	\$10,500	\$0	\$0	\$180		\$15,360
Proposal Subtotal Labor Costs							\$69,500
5 Mechanical Engineering Analysis (Add. Alt.)	\$0	\$0	\$0	\$15,000	\$0		\$15,000
Proposal Labor Costs (with Add. Alt.)	\$24,570	\$10,500	\$33,770	\$15,000	\$660		\$84,500
Reimbursable Expenses							\$6,000
TOTAL FEES							\$90,500

The Mechanical Engineering Analysis (Add. Alt.) services include a system evaluation and testing. If a scaled-down version of these services are desired to only include the system evaluation services, the add alt would decrease to \$10,000, thus reducing the proposed labor costs with add alt to \$79,500.

EXHIBIT C
QUALIFICATIONS

See the attached documents, eight (8) pages total, for the consultant's qualifications.

1. QUALIFICATIONS



WHO WE ARE

Since 1984, **Aquatic Design Group** has worked with clients from around the globe to help bring their dreams to reality. This experience results in quality, efficient design solutions that lead to projects delivered on time and on budget. We have worked on projects of all shapes and sizes in 38 states and 25 countries around the world.

For more than 30 years, Aquatic Design Group has set the standard for quality design and consulting services within the aquatics industry. Our goal is to provide this service with dedication and commitment to the highest possible level of customer satisfaction, delivered in a professional manner by a team of talented individuals who love what they do.

Aquatic Design Group is focused on swimming pool and water feature architectural, structural, mechanical and electrical design services within the following market segments: parks and recreation, higher education, hospitality, high schools, health care, and anything else that might call for an aquatics specialist. We specialize in all types of water including: competition, recreation, leisure, therapy, and ornamental and natural water features.

We have completed hundreds of projects throughout the Bay Area that have included replaster of existing pools, bid specifications for play structures and other related services and improvements for aquatic facilities.



PASSION

Plain and simple: we love what we do and we do it well. Our staff of 16 includes: a third generation pool designer; a former distributor of pool equipment and chemicals; an All-American swimmer; a pool contractor with more than 25 years' experience building pools; and others that love playing in the water with or without their families. We know what it takes to bring an aquatic facility to reality. Aquatic Design Group is a highly trained group of talented designers, project managers, technicians and administrative staff, all guided by a passion for aquatic facilities and those who experience them.

1. QUALIFICATIONS



SELECT RECREATION EXPERIENCE

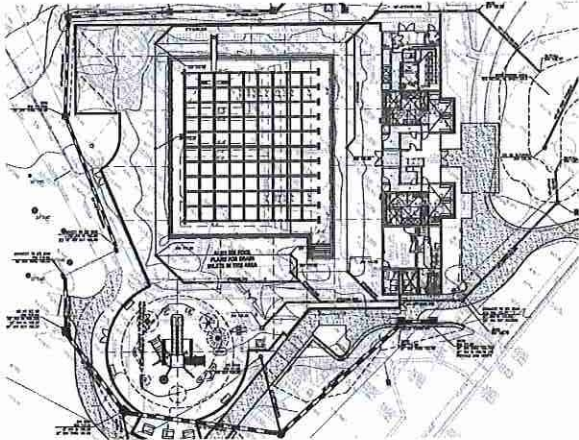
Alga Norte Community Park, Carlsbad, CA
Antelope Aquatics Complex, Antelope, CA
Balboa Park Pool Renovation, San Francisco, CA
Bay Meadows, San Mateo, CA
California Sports Center Swim Complex, Sunnyvale, CA
Calistoga Community Pool, Calistoga, CA
Carmel Valley Community Park, San Diego, CA
Charlie Sava Pool, San Francisco, CA
City Heights Urban District, San Diego, CA
Civita Central Park, San Diego, CA
Club One Multi-sport, San Jose, CA
Davis Community Pool Feasibility Study, Davis, CA
Dolores Bengston Aquatic Center, Pleasanton, CA
Don Fisher Clubhouse (Boys and Girls Clubs of San Francisco), San Francisco, CA
East Oakland Sports Center, Oakland, CA
Emerald Glen Recreation & Aquatics Complex, Dublin, CA
Garvey Park Splash Zone Replacement, Rosemead, CA
Hamilton Pool Feasibility Study and Design, Novato, CA
International Swim Center, Santa Clara, CA
Jurupa Valley Aquatic Center "The Cove", Riverside, CA
Larkey Park Pool, Walnut Creek, CA
Las Positas Community College Aquatics Center, Livermore, CA
Lompoc Aquatic Center, Lompoc, CA
Martin Luther King Jr. Swimming Pool, San Francisco, CA
Mayfair Park Aquatic Center, San Jose, CA
Mill Valley Community Center, Mill Valley, CA
Milpitas Sports Center, Milpitas, CA
Mission Swimming Pool Renovation, San Francisco, CA
Pawley Pool, Indio, CA
Pechanga Sports Center, Temecula, CA
Perris Valley Aquatic Center "DropZone", Perris, CA
Pinney Memorial Pool Feasibility Study, Ridgecrest, CA
Richmond Swim Center, Richmond, CA
Samuel C. Pannell Community Center, Sacramento, CA
Santee Aquatics Center, Santee, CA
Seaside Lagoon Aquatic Center Feasibility Study and Master Plan, Redondo Beach, CA
Splash Swim School, San Ramon, CA
Sweetwater Betterment Park, San Diego, CA
The Wave Waterpark, Vista, CA
Tierrasanta Community Swimming Pool, San Diego, CA
Union City Sports Center, Union City, CA
Walnut Creek Aquatic Needs Assessment, Walnut Creek, CA
West Sacramento Recreation Center, West Sacramento, CA
William Woollett Jr. Aquatic Center, Irvine, CA

REPRESENTATIVE RECREATION PROJECTS

Aquatic Design Group has completed hundreds of recreation projects throughout the United States during the last 10 years. Below and the follow pages highlight some of these projects.



1. QUALIFICATIONS

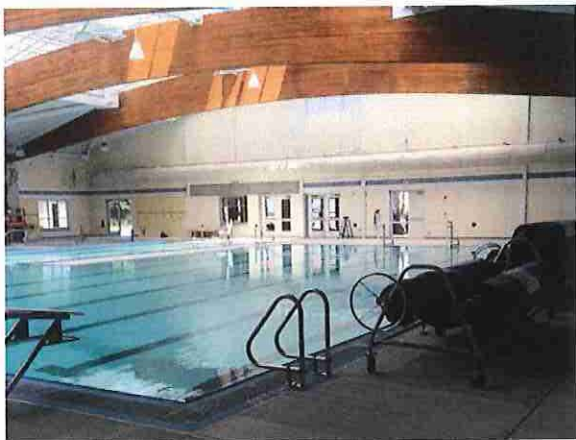


LARKEY POOL MODERNIZATION, WALNUT CREEK, CA

Aquatic Design Group is currently providing programming, planning, construction documents and construction observation services as required for a new interactive sprayground along with the renovation and enlargement of the existing "L" shaped swimming pool, including the removal and replacement of pool concrete decking, and the removal and disposal of existing wading pool and pool equipment.

Project Reference

Mr. Steve Waymire
City of Walnut Creek
(925) 256-3507
waymire@walnut-creek.org



RICHMOND SWIM CENTER, RICHMOND, CA

Aquatic Design Group provided feasibility study, performance specifications, and construction document services for the renovation of an historic landmark natatorium and swimming pool in Richmond California. The new aquatics complex includes an indoor 6,454 SF activity pool complete with 8 swim lanes, shallow area with interactive spray features and separate teaching area, and an outdoor 6,474 SF recreation pool with zero-depth entry with climb-on structure, family slide, and large waterslide with run-out flume.

Project Reference

Mr. Yader Bermudez
City of Richmond
(510) 620-5478
Yader_Bermudez@ci.richmond.ca.us



DOLORES BENGTON AQUATIC CENTER, PLEASANTON, CA

Aquatic Design Group provided programming, planning, construction documents and construction observation services as required for the removal of existing 40' x 60' diving pool and mechanical equipment; including a new 27' x 34' diving area; renovation of existing 60' x 82' racing pool and mechanical equipment; renovation of existing 60' x 75' shallow pool and mechanical equipment; removal and replacement of existing pool mechanical building to support above referenced items and removal and replace of pool deck and deck drainage and appurtenances for the City of Pleasanton.

Project Reference

Mr. Chris Rizzoli
City of Pleasanton
(925) 931-5584
crizzoli@ci.pleasanton.ca.us

2. STAFFING



**It's about the people.
People don't hire firms.
People hire people.**

PROJECT TEAM

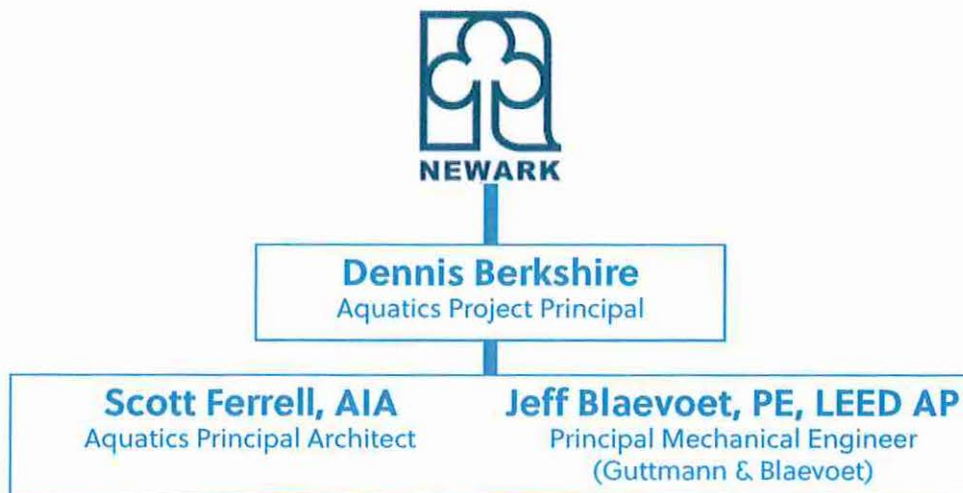
Utilizing a combination of in-house personnel and exclusive independent consultants, Aquatic Design Group can assemble a Project Team to meet the needs of almost any project. Project Team resources include the following:

<u>Category</u>	<u>Quantity</u>
Administrative	4
Architects	2
Civil Engineers	4
Mechanical Engineers	1
Electrical Engineers	1
Draftspersons	4
Total	16

In addition, we have included Jeff Blaevoet with Guttman & Blaevoet to provide recommendations and cost estimates for alterations and/or additions to the existing natatorium mechanical systems (HVAC). Aquatic Design Group and Guttman & Blaevoet have collaborated on numerous natatorium projects in the past and will bring this teaming experience to the Silliman Aquatic Center project. Please refer to the following pages for Aquatic Design Group key personnel resumes.



ORGANIZATION CHART





DENNIS BERKSHIRE

AQUATICS PROJECT PRINCIPAL

EDUCATION

San Jose State University -
San Jose, California, 1981-1984,
Business Administration

Delta State University- Cleveland,
Mississippi, 1980-1981, General
Studies

PROFESSIONAL LICENSES

Certified Instructor (CPO) - National
Swimming Pool Foundation

Certified Instructor (AFO) - National
Recreation and Park Association

PROFESSIONAL AFFILIATIONS

American Water Works Association

California Parks & Recreation Society

International Association of
Amusement Parks & Attractions

National Parks & Recreation
Association

World Waterpark Association

Dennis has over 30 years of experience in the aquatics industry, with national field experience in swimming pool design, construction and operation, and training. He personally has worked on more than 300 aquatic facilities in northern California. Dennis chaired the Operator Training Module for the Model Aquatic Health Code and is working with National Sanitation Foundation as a member of the Joint Committee on Recreational Water Facilities.

As an instructor for the Certified Pool Operator course and the Aquatic Facility Operator course, he has trained over 1,000 swimming pool and aquatic facility operators. In addition, Dennis was named as one of "Power 25" by Aquatics International Magazine for his efforts in shaping the Model Aquatic Health Code.

PROJECT EXPERIENCE

Antelope Aquatics Complex, Antelope, CA

Balboa Park Pool Renovation, San Francisco, CA

Bay Meadows, San Mateo, CA

California Sports Center Swim Complex, Sunnyvale, CA

Calistoga Community Pool, Calistoga, CA

Charlie Sava Pool, San Francisco, CA

Clarke Memorial Swim Center / Heather Farm and Larkey Parks
Needs Assessment Study, Walnut Creek, CA

Club One Multi-sport, San Jose, CA

Dolores Bengston Aquatic Center, Pleasanton, CA

Don Fisher Clubhouse (Boys and Girls Clubs of San Francisco),
San Francisco, CA

East Oakland Sports Center, Oakland, CA

Emerald Glen Recreation & Aquatics Complex, Dublin, CA

Garvey Park Splash Zone Replacement, Rosemead, CA

Hamilton Pool Renovation, Novato, CA

International Swim Center, Santa Clara, CA

Larkey Park Pool, Walnut Creek, CA

Las Positas Community College Aquatics Center, Livermore, CA

Martin Luther King Jr. Swimming Pool, San Francisco, CA

Mayfair Park Aquatic Center, San Jose, CA

Mill Valley Community Center, Mill Valley, CA

Mission Swimming Pool Renovation, San Francisco, CA

Richmond Swim Center, Richmond, CA

Samuel C. Pannell Community Center, Sacramento, CA

Splash Swim School, San Ramon, CA

West Sacramento Recreation Center, West Sacramento, CA



SCOTT FERRELL, AIA

AQUATICS PRINCIPAL ARCHITECT

PROFESSIONAL LICENSE

Registered Architect -
State of California #26222

AWARD WINNING PROJECTS

2016 Architecture Citation Award and
Social Responsibility Commendation
Design Award, AIA San Francisco,
Don Fisher Clubhouse, San Francisco,
California

2015 American Public Works
Association Project of the Year, the
San Diego & Imperial Counties
Chapter, Dolores Magdeleno
Memorial Pool, San Diego, California

2012 Athletic Business Facility of Merit,
Cal State Northridge Student Union

2011 Editor's Choice Winner,
Recreation Management Innovative
Architecture & Design Awards,
Deanwood Community Center &
Library, Washington, D.C.

2010 Merit Award, Athletic Business,
UCLA Spieker Aquatics Center,
Los Angeles, California

PROFESSIONAL AFFILIATIONS

American Institute of Architects

California Parks & Recreation Society

International Association of
Amusement Parks & Attractions

National Parks & Recreation
Association

World Waterpark Association



Scott is a registered architect with over 34 years of experience in the industry. His field experience consists of survey and layout, engineering site work, general and swimming pool construction, and his extensive design experience includes competitive, recreation and leisure aquatic facilities. He has been responsible for the design of over 2,200 public and private sector projects. As Principal-in-Charge of design, Scott is responsible for production and execution of the overall design process, from concept to completion.

PROJECT EXPERIENCE

Antelope Aquatics Complex, Antelope, CA
Balboa Park Pool Renovation, San Francisco, CA
Bay Meadows, San Mateo, CA
California Sports Center Swim Complex, Sunnyvale, CA
Calistoga Community Pool, Calistoga, CA
Charlie Sava Pool, San Francisco, CA
Clarke Memorial Swim Center / Heather Farm and Larkey Parks
Needs Assessment Study, Walnut Creek, CA
Club One Multi-sport, San Jose, CA
Dolores Bengston Aquatic Center, Pleasanton, CA
Don Fisher Clubhouse (Boys and Girls Clubs of San Francisco),
San Francisco, CA
East Oakland Sports Center, Oakland, CA
Emerald Glen Recreation & Aquatics Complex, Dublin, CA
Garvey Park Splash Zone Replacement, Rosemead, CA
Hamilton Pool Renovation, Novato, CA
International Swim Center, Santa Clara, CA
Larkey Park Pool, Walnut Creek, CA
Las Positas Community College Aquatics Center, Livermore, CA
Lompoc Aquatic Center, Lompoc, CA
Martin Luther King Jr. Swimming Pool, San Francisco, CA
Mayfair Park Aquatic Center, San Jose, CA
Mill Valley Community Center, Mill Valley, CA
Mission Swimming Pool Renovation, San Francisco, CA
Richmond Swim Center, Richmond, CA
Samuel C. Pannell Community Center, Sacramento, CA
Splash Swim School, San Ramon, CA
West Sacramento Recreation Center, West Sacramento, CA



3. METHOD AND APPROACH



Our approach to any project is one built on relationships and the shared creation of the best outcome for the project. Our collaborative approach has a proven track record for identifying each and every project's needs, establishing a project program and scope, and creating expectations for all stakeholders.

We will work closely with the City of Newark (City) to come up with a design solution that will serve the project for years to come. Our collective background in aquatics architecture and engineering makes us uniquely qualified to address all aspects of swimming pool projects to make sure City is aware of not only construction or capital costs but on-going operating expenses and labor ramifications as well.

DESIGN TEAM METHODOLOGY

Our firm consistently utilizes a team approach for project delivery and control during all phases of design. The Project Principal, Project Architect and Project Engineer remain with the project from concept to completion. As a result, continuity of the project participants provides efficiency in coordination with City. This means the Aquatic Design Group design team members produce all necessary reports, drawings, and cost estimates, and perform all necessary administrative, management, and coordination services throughout the entire course of the project.

We believe that a group of talented design professionals working together can provide a more objective analysis of potential design schemes, as well as a higher level of creativity and idea exchanging. In our experience, the success of a project depends upon involving all team members early on and throughout the planning and design process.

PRODUCT AND MATERIAL SPECIFICATIONS

Since the Principals of the firm have extensive backgrounds in pool construction, our design approach tends to place emphasis on practical, cost-effective construction methods. Through experience on over 2,500 projects, we know what works and can specify those materials, processes and equipment which give the Client the best value and ease of maintenance. We are fully versed in the latest technology within the industry and are able to offer our Clients a full range of operational control systems. Maintenance and operations staff are interviewed to determine equipment preferences, as well as operational staff strengths and weaknesses. All product recommendations are made with the Client's best interest as the primary consideration.



3. METHOD AND APPROACH



PROJECT COST CONTROL

Accuracy in estimating is a prerequisite to the successful implementation of any project. Consequently, our firm has developed cost estimating and project cost control systems which ensure that construction cost limitations are achieved during both design and construction. Our cost estimating system utilizes recently completed projects as the primary source of cost data with secondary levels of data derived from leading cost estimating resource publications. Our entire system is computerized and is comparative for a variety of water feature and swimming pool types and sizes. For your project, we will provide cost estimates at the completion of the basis of design and basis of engineering.



CLIENT COMMUNICATIONS

The success of your project depends upon efficient and clear communications between the City's Project Manager and the design team. We propose to provide a close working relationship in order to make sure that needs and objectives are defined in an objective and professional manner. Therefore, the preparation and execution of the program and subsequent planning and design phases must be clearly defined, well documented, and supported by detailed backup wherever possible. The design process must make sure that both present and future program needs can be implemented and supported by accurate space allocations and efficient planning. Department concerns, budgetary constraints and patron expectations will focus close scrutiny upon the entire design process.

CONSTRUCTION ADMINISTRATION / COMMISSIONING & PROJECT CLOSE-OUT

Aquatic Design Group has dedicated, in-house construction administration staff that were former pool contractors and equipment designers who have more than 50 years of industry experience, making us uniquely qualified to deliver a successful project exceeding expectations, on-time and on-budget. But our involvement doesn't stop when the construction stops. Our trained staff provides support and expertise for your staff in the operation and maintenance of your facility from project commissioning to AFO training.



F.9 Confirming compliance with the Surplus Land Act, Assembly Bill 2135 and authorizing the filing of an Application for Funding Assigned to the Metropolitan Transportation Commission for the Thornton Avenue Overlay, Project 1189, Committing any Necessary Matching Funds and Stating Assurance to Complete the Project – from Assistant City Engineer Imai. (RESOLUTIONS -2)

Background/Discussion – The City is in position to receive \$591,700 from the second round of the One Bay Area Grant (OBAG2) Local Streets & Roads program to be used toward a pavement rehabilitation project on Thornton Avenue between Interstate 880 and Olive Street. In order to be eligible to receive the OBAG2 funding, General Law cities are required to adopt a resolution affirming their compliance with the Surplus Land Act. The Alameda County Transportation Commission (ACTC) has asked applicable jurisdictions to adopt such a resolution by April 30, 2017.

In addition, the City Council must adopt a second resolution authorizing the filing of an application for the OBAG2 funds, committing the necessary local match funds, and providing the City’s assurance to complete the project. ACTC has asked applicable jurisdictions to adopt this resolution of local support by May 31, 2017.

Surplus Land Act – Assembly Bill 2135

The Surplus Land Act (California Government Code Sections 54220, et seq.) requires local agencies to prioritize affordable housing, parks and open space when disposing of surplus land. Specifically, the Surplus Land Act prescribes a process for disposing of surplus land to certain entities for preferred purposes prior to offering the land on the open market. When local agencies dispose of surplus land, they are required to first give notice to specified entities, such as housing authorities, affordable housing developers, parks and recreation agencies, or school districts. If a preferred entity expresses interest, the parties must enter into good faith negotiations to determine a mutually satisfactory sales price or lease terms.

Assembly Bill 2135, which was signed into law in late 2014 and became effective on January 1, 2015, revised certain requirements of the Surplus Land Act that local agencies must follow when disposing of surplus land.

Assembly Bill 2135:

- a. Increases the minimum time that an agency disposing of surplus land is required to conduct negotiations with preferred purchasing entities desiring to purchase or lease the surplus land from 60 to 90 days
- b. Specifies that if a local agency receives a response from more than one interested entity that plans to use the property for affordable housing purposes, the disposing agency must give priority to the entity that proposes to provide the greatest number of affordable units at the deepest level of affordability

- c. Requires preferred purchasing entities proposing to use the surplus land for developing affordable housing to agree to make available not less than 25% of the total number of units developed on the parcels at affordable housing cost
- d. Requires entities that purchase the surplus land on the open market and use the property for the development of ten or more residential units to make available not less than 15% of the total number of units developed at affordable housing cost
- e. Permits the payment period for surplus land sold for low- and moderate-income housing purposes to exceed 20 years
- f. Deleted the provision that explicitly specifies that the disposal procedures do not empower a local agency to sell or lease surplus land at less than fair market value, and instead specifies that any sale or lease at or less than fair market value shall not be construed as inconsistent with an agency's purpose.

Although there are currently no plans to dispose of City-owned surplus land, the Metropolitan Transportation Commission (MTC) requires that the City of Newark adopt a resolution affirming that the City has and will continue to comply with the Surplus Land Act.

Thornton Avenue Overlay, Project 1189

The \$591,700 of OBAG2 funds would be used to partially fund a pavement rehabilitation project on Thornton Avenue between Interstate 880 and Olive Street, City Project 1189. The pavement on Thornton Avenue is in need of repair, with an average Pavement Condition Index (PCI) of 60 on a scale of 1 – 100. The Thornton Avenue Overlay project would include grinding and repaving of the existing roadway surface, localized patch paving, upgrading or installation of new curb ramps, curb and gutter repair and installation of new bike lanes.

In order to receive the OBAG2 funds, the City is required to provide a local match equal to 11.47%, or \$76,661. The City of Newark's local match would be funded through a combination of Gas Tax funds, Alameda County Measure B/Measure BB Sales Tax funds, and Vehicle Registration Fee funds. The 2016-2018 Biennial Budget includes sufficient funds in these respective fund balances for Fiscal Year 2017-2018.

Attachment

Action – It is recommended that the City Council, by resolutions: 1) confirm compliance with the Surplus Land Act, Assembly Bill 2135; and 2) authorize the filing of an application for funding assigned to the Metropolitan Transportation Commission for the Thornton Avenue Overlay, Project 1189, commit any necessary matching funds and state assurance to complete the project.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF NEWARK CONFIRMING COMPLIANCE WITH
THE SURPLUS LAND ACT, ASSEMBLY BILL 2135

WHEREAS, there are limited funding sources available to secure land for the construction of low- and moderate-income housing; and

WHEREAS, the Bay Area produced less than 30% of the need for low- and moderate-income housing units from 2007-2014; and

WHEREAS, public lands can play a critical role in increasing the supply of land for affordable housing; and

WHEREAS, the Metropolitan Transportation Commission adopted Resolution No. 4202, outlining the programming policy and project selection criteria for the One Bay Area Grant Program (OBAG 2), including certain requirements to access these funds; and

WHEREAS, one of these requirements is for grant applicants to adopt a resolution demonstrating compliance with the Surplus Land Act (AB 2135); and

WHEREAS, the City is applying for an OBAG2 grant and wishes to certify that the City has and will continue to comply with the Surplus Land Act;

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City Council does hereby agree to comply with the terms of Surplus Land Act - Assembly Bill 2135 (California Government Code § 54220, et seq.), as exists now or may be amended in the future.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDING ASSIGNED TO THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE THORNTON AVENUE OVERLAY, PROJECT 1189, COMMITTING ANY NECESSARY MATCHING FUNDS AND STATING ASSURANCE TO COMPLETE THE PROJECT

WHEREAS, the City of Newark is submitting an application to the Metropolitan Transportation Commission (MTC) for \$591,700 in funding assigned to MTC for programming discretion, which includes federal funding administered by the Federal Highway Administration (FHWA) and federal or state funding administered by the California Transportation Commission (CTC) such as Surface Transportation Block Grant Program (STP) funding, Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding, Transportation Alternatives (TA) set-aside/Active Transportation Program (ATP) funding, and Regional Transportation Improvement Program (RTIP) funding (herein collectively referred to as Regional Discretionary Funding) for the Thornton Avenue Overlay, Project 1189 (herein referred to as Project) for the second round of the One Bay Area Grant (OBAG2) program (herein referred to as Program); and

WHEREAS, the United States Congress from time to time enacts and amends legislation to provide funding for various transportation needs and programs, (collectively, the Federal Transportation Act) including, but not limited to the Surface Transportation Block Grant Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149) and the Transportation Alternatives (TA) set-aside (23 U.S.C. § 133); and

WHEREAS, state statutes, including California Streets and Highways Code §182.6, §182.7, and §2381(a)(1), and California Government Code §14527, provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

WHEREAS, pursuant to the Federal Transportation Act, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal or state funds for a regionally-significant project shall submit an application first with the appropriate MPO, or RTPA, as applicable, for review and inclusion in the federal Transportation Improvement Program (TIP); and

WHEREAS, MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and

WHEREAS, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of Regional Discretionary Funding; and

WHEREAS, the City of Newark is an eligible sponsor for Regional Discretionary

Funding; and

WHEREAS, as part of the application for Regional Discretionary Funding, MTC requires a resolution adopted by the responsible implementing agency stating the following:

1. the commitment of any required matching funds; and
2. that the sponsor understands that the Regional Discretionary Funding is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional Regional Discretionary Funding; and
3. that the Project will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
4. the assurance of the sponsor to complete the Project as described in the application, subject to environmental clearance, and if approved, as included in MTC's federal Transportation Improvement Program (TIP); and
5. that the Project will have adequate staffing resources to deliver and complete the Project within the schedule submitted with the project application; and
6. that the Project will comply with all project-specific requirements as set forth in the Program; and
7. that the City of Newark has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by the City of Newark; and

WHEREAS, the City of Newark is authorized to submit an application for Regional Discretionary Funding for the Project; and

WHEREAS, there is no legal impediment to the City of Newark making applications for the funds; and

WHEREAS, there is no pending or threatened litigation that might in any way adversely affect the proposed Project, or the ability of the City of Newark to deliver such Project; and

WHEREAS, the City Council of the City of Newark authorizes its City Manager, or designee to execute and file an application with MTC for Regional Discretionary Funding for the Project as referenced in this resolution; and

WHEREAS, MTC requires that a copy of this resolution be transmitted to the MTC in conjunction with the filing of the application.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City of Newark is authorized to execute and file an application for funding for the Project for Regional Discretionary Funding under the Federal Transportation Act or continued funding.

BE IT FURTHER RESOLVED that the City of Newark will provide any required

matching funds.

BE IT FURTHER RESOLVED that the City of Newark understands that the Regional Discretionary Funding for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the City of Newark from other funds, and that City of Newark does not expect any cost increases to be funded with additional Regional Discretionary Funding.

BE IT FURTHER RESOLVED that the City of Newark understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and City of Newark has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation and transit projects, and has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation projects implemented by the City of Newark.

BE IT FURTHER RESOLVED that the Project will be implemented as described in the complete application and in this resolution, subject to environmental clearance, and, if approved, for the amount approved by MTC and programmed in the federal TIP.

BE IT FURTHER RESOLVED that the City of Newark has reviewed the Project and has adequate staffing resources to deliver and complete the Project within the schedule submitted with the project application.

BE IT FURTHER RESOLVED that the Project will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the Program.

BE IT FURTHER RESOLVED that the City of Newark is an eligible sponsor of Regional Discretionary Funding funded projects.

BE IT FURTHER RESOLVED that City of Newark is authorized to submit an application for Regional Discretionary Funding for the Project.

BE IT FURTHER RESOLVED that there is no legal impediment to the City of Newark making applications for the funds.

BE IT FURTHER RESOLVED that there is no pending or threatened litigation that might in any way adversely affect the proposed Project, or the ability of the City of Newark to deliver such Project.

BE IT FURTHER RESOLVED that the City of Newark authorizes its City Manager, or designee to execute and file an application with MTC for Regional Discretionary Funding for the Project as referenced in this resolution.

BE IT FURTHER RESOLVED that a copy of this resolution will be transmitted to the

MTC in conjunction with the filing of the application.

BE IT FURTHER RESOLVED that the MTC is requested to support the application for the Project described in the resolution, and if approved, to include the Project in MTC's federal TIP upon submittal by the project sponsor for TIP programming.

F.10 Resolution authorizing the Annual Program Submittal for Measures B and BB funding of paratransit services – from Recreation and Community Services Director Zehnder. (RESOLUTION)

Background/Discussion – The Alameda County Transportation Commission (ACTC) administers the distribution of Measure B and Measure BB, a combined one cent transportation sales tax which provides funding to the City of Newark to provide paratransit services for the elderly and disabled. The City is required to annually submit an application for funding and a budget to ACTC outlining the paratransit services to be offered in the upcoming fiscal year.

ACTC forecasts that the City of Newark will receive approximately \$196,000 in Measure B sales tax revenue and \$120,000 in Measure BB sales tax revenue for Fiscal Year 2017-2018.

In 2013, the City of Newark amended the Joint Powers Agreement with the City of Fremont enabling Fremont to provide paratransit services to eligible Newark residents. Fremont Paratransit provides door-to-door wheelchair accessible service for Newark seniors ages 70 and older and for people with disabilities, ages 18 and older. Fremont's robust, reliable, and efficient paratransit service provides Newark riders with the following services:

- Service hours – Monday through Friday, 8:00 am – 6:00 pm, Saturday and Sunday, 9:00 am – 3:00 pm
- Service area – service is provided to all parts of the cities of Fremont, Union City and Newark
- Reservation and dispatch system – Monday through Friday, 8:00 am – 5:00 pm, Saturday and Sunday, 9:00 am – 3:00 pm

In addition to these paratransit services, Newark riders also receive access to supplemental transportation services offered through the Fremont Human Services Department:

- Tri-City Taxi Voucher Program
- Tri-City Travel Training Program
- Senior Clipper Card Distribution Program
- Tri-City Mobility Management Program

For these services, the City of Newark will reimburse the City of Fremont at a cost not to exceed \$230,200. This includes a cost per trip billing for all one-way trips as well as monthly administrative fees. The remainder of the funds will be transferred to operational reserves. Should rider demand be greater than projected, the City of Newark has sufficient Measure B and Measure BB Operational Reserves which can be used to offset additional service costs.

The City will also utilize Measure B and Measure BB funding to subsidize the Life Eldercare, Inc., Meals on Wheels service, which provides over 13,000 home-delivered meals annually to

Newark residents. Staff is proposing that the level of funding for Fiscal Year 2017-2018 remain at \$7,000.

Attachment

Action – It is recommended that the City Council, by resolution, approve the annual program submittal for Measure B and Measure BB funding for paratransit services for Fiscal Year 2017-2018.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE ANNUAL PROGRAM
SUBMITTAL FOR MEASURE B AND MEASURE BB FUNDING
FOR PARATRANSIT SERVICES FOR FISCAL YEAR 2017-2018

BE IT RESOLVED by the City Council of the City of Newark that it hereby approves the annual program submittal for Measure B and Measure BB funding for Paratransit Services.



FY 2017-18 Annual Paratransit Program Plan Application for Measure B and BB Funding

1111 Broadway, Suite 800, Oakland, CA 94607

• 510.208.7400

• www.AlamedaCTC.org

The Alameda County Transportation Commission (Alameda CTC) requires recipients of paratransit funding to participate in an Annual Program Plan Review process. Recipients are required to complete and submit a program plan application to Alameda CTC that outlines their prior expenditures and anticipated revenues and expenditures related to delivering paratransit services to seniors and people with disabilities in Alameda County.

Requirements and Instructions

The Annual Paratransit Program Plan Application includes the following documents:

1. Paratransit Program Plan Application (this MS Word document)
2. Paratransit Program Plan Attachments A-D (Tables A, B, C and D of the provided MS Excel workbook) *NOTE: The FY 2017-18 Program Plan Excel workbook contains a tab to report on FY 2015-16 performance and budget (Attachment A Table). The FY 2015-16 program information entered into Table A will be used to monitor program performance and, where applicable, should align with program information included in the FY 2015-16 compliance report.*
3. References:
 - a. FY 2017-18 MB & MBB Paratransit DLD Revenue Projections, (distributed to ParaTAC, January 2017)
 - b. Alameda CTC Special Transportation for Seniors and People with Disabilities (Paratransit) Implementation Guidelines and Performance Measures, revised January 2017
 - c. Alameda CTC Timely Use of Funds Policy, adopted 12/3/15

Submit the Word and Excel files listed above electronically via email by March 31, 2017 to Krystle Pasco at kpasco@alamedactc.org.

Be sure to include your agency name and FY 17-18 in the file name of both the Word document and the Excel workbook (e.g., Albany_FY1718_Paratransit_Program_Application.doc).

If you have questions, please contact Krystle Pasco via email or phone at (510) 208-7467.

FY 2017-18 Annual Paratransit Program Plan Application Due by March 31, 2017

CONTACT INFORMATION	
Agency:	City of Newark
Contact Name:	David Zehnder
Title:	Recreation and Community Services Director
Phone Number:	(510) 578-4405
E-mail Address:	david.zehnder@newark.org

Date Submitted: March 30, 2017

TYPES OF SERVICES PROVIDED

1. **What type of paratransit projects and programs will be funded, fully or partially, with Measures B and BB Direct Local Distribution (DLD, pass-through) and paratransit discretionary grant funds?** To answer this question, complete Attachment B (Table B tab of the Microsoft Excel workbook).

Below is a list of the types of services/programs that are eligible for Alameda CTC funding. For detailed information about these eligible services, including minimum service requirements and performance measures, refer to the Alameda CTC's Special Transportation for Seniors and People with Disabilities (Paratransit) Implementation Guidelines, revised January 2017 (provided with the application materials).

- **Management/Overhead:** Program oversight, planning, budgeting, participation in regional/countywide meetings. Include admin/labor even if it is paid by the City/transit agency for accurate reporting of full program expenses.
- **Customer Service/Outreach:** Activities associated with educating consumers about services that are available to them, answering questions from consumers and taking, tracking and responding to complaints and commendations. Include costs even if paid by the City/transit agency for accurate reporting of full program expenses.
- **ADA-mandated Paratransit:** Paratransit services provided by fixed-route transit operators to fulfill requirements under the American's with Disabilities Act (ADA).
- **City-based Door-to-Door:** Pre-scheduled, accessible, door-to-door service provided by city. Provides a similar level of service to ADA-mandated services; designed to fill gaps not met by ADA-mandated providers and/or relieve ADA-mandated providers of some trips.

- **Taxi Program:** Provides a same day, curb-to-curb service intended for situations when consumers cannot make their trip on a pre-scheduled basis; allows eligible consumers to use taxis or Transportation Network Companies (TNCs) (at program discretion) at a reduced fare.
- **City-based Specialized Accessible Van Service:** Specialized van service provides accessible, door-to-door trips on a pre-scheduled or same-day basis. These services are generally implemented as a supplement to a taxi program that does not meet critical needs for particular trips in accessible vehicles in certain communities.
- **Accessible Fixed-Route Shuttle:** Generally accessible vehicles that operate on a fixed route and schedule to serve common trip origins and destinations, e.g. senior centers, medical facilities, grocery stores, BART stations, other transit stations, community centers, commercial districts, and post offices.
- **Group Trips Program:** Round-trip accessible van rides for pre-planned outings or to attend specific events or go to specific destinations for fixed amounts of time, e.g. shopping trips or religious services. Trips usually originate from a senior center or housing facility.
- **Volunteer Driver Program:** Pre-scheduled, door-through-door services that are generally not accessible; rely on volunteers to drive eligible consumers for critical trip needs, such as medical trips. May also have an escort component.
- **Mobility Management/Travel Training:** Covers a wide range of activities, such as travel training, trip planning, and brokerage. Does not include provision of trips. (This is considered "non-trip provision").
- **Scholarship/Subsidized Fare Program:** Program to subsidize any service for customers who are low-income and can demonstrate financial need.
- **Meal Delivery:** Program to fund meal delivery to the homes of individuals who are transportation disadvantaged. Currently, only existing operating programs can continue to use Measure B funds for these service costs. No new meal delivery services can be established.
- **Capital Expenditure:** Capital purchase or other capital expenditure.
- **Note on volunteer driver programs and mobility management/training:** If your program is using DLD funds, but not discretionary grant funds, you will be required to submit further information.

A. Provide a short narrative description of your agency's FY 2017-18 program.

The City of Newark offers prescheduled, accessible door-to-destination paratransit services through a JPA agreement with the City of Fremont. The City of Fremont contracts with a local service provider (currently MV Transportation) to offer rides for our most vulnerable population; seniors ages 70 and older and persons 18 and over with disabilities. The City of Newark also contributes a portion of Measure B and Measure BB funds to Life Eldercare for the delivery of Meals on Wheels to seniors.

Same-day Taxi Service is also provided to Newark residents who are registered Paratransit riders under a JPA agreement with the City of Fremont. These services are partially funded with Newark's DLD funding.

The Meals on Wheels Program provides nutritionally balanced meals for homebound seniors and persons with disabilities residing in Newark. The various mobility and cognitive impairments of Meals on Wheels clients make it difficult to travel to congregate meal sites or to grocery shop and prepare meals. The program provides a critical life need by coordinating cost effective and efficient meal delivery services.

B. Explain how the suite of services offered is targeted towards the seniors and people with disabilities in your community. Why have these services been selected to meet the trip needs of your consumers over other eligible service types? How do these services enhance their quality of life and help them meet basic life needs?

Without a door-to-door transportation service, some of our community members would not have access to travel to medical appointments, food shopping, social and recreational activities, places of worship and other important locations. In addition to these services, we also contribute Measure B and Measure BB funds towards the Life Elder Care Meals on Wheels (MOW) program. MOW provides daily hot and nutritional meals to homebound seniors. These are seniors that are typically frail and unable to prepare their own meals. This service also provides a well-check whereby Life Elder Care driver volunteers can provide referrals for those seniors in need.

C. List the most common trip destinations for seniors and people with disabilities in your community that your services are designed to serve, e.g. dialysis centers, hospitals, major shopping complexes, senior centers.

Recurring primary destinations within the Newark Paratransit service areas include:

- Dialysis appointments
- Medical and dental appointments
- Newark Senior Center
- Silliman Activity and Family Aquatic Center
- Grocery stores
- NewPark Mall
- Places of worship
- Medical centers such as Washington Hospital and Kaiser

2. Will your agency's program for FY 2017-18 conform to the Paratransit Program Implementation Guidelines, as required? (FY 2017-18 Programs are *required* to conform to the Implementation Guidelines, revised January 2017)

Yes

No

A. If "No", explain below and contact Alameda CTC staff to discuss (prior to March 31, 2017)

3. If proposing any service or program changes in FY 2017-18 from the current year, FY 2016-17, describe the changes and explain why they are proposed. Describe how these changes will impact the ability of seniors and people with disabilities in your community to meet their basic life needs.

To attract more ridership, we plan to allow for "unlimited" purchases of one-way vouchers for lift-assist riders (current maximum number of vouchers is 208 one-way trips per year)

To promote the convenience of same-day and 24 hour service, we will allow riders to purchase "unlimited" taxi vouchers (current max. is 20 taxi vouchers per month)

It is hoped that both of these adjustments to the voucher purchasing program will provide enhanced services and convenience for seniors and people with disabilities.

Given the success of the Tri-City Taxi Voucher Program, as part of our JPA agreement with the City of Fremont, we will be incorporating the taxi service into our base program in FY 2017-18. The taxi program was a pilot same-day transportation service that was funded with an Alameda CTC discretionary grant for the past several years. The program provides a convenient, affordable same-day transportation option for seniors and people with disabilities.

4. **Looking ahead, beyond FY 2017-18, do you anticipate major service changes? Please briefly describe.** Describe major changes such as beginning or ending a type of service anticipated within the next five years.

We do not anticipate any major service changes within the next five years.

PROGRAM ELEMENTS REQUIRING ALAMEDA CTC STAFF REVIEW

5. The 2017 Paratransit Program Implementation Guidelines require Alameda CTC staff review of several program elements prior to implementation. The program elements requiring staff review are listed as items 4A – 4F below and for each item, further explanation is requested. **If your FY 2017-18 program plan includes any of the elements listed, in the box provided below, list the elements and the requested explanation for each.** Applicants must address any applicable paratransit projects and programs listed in Attachment B.
- A. **Planned capital expenditure** (describe planned capital expenditures, such as purchase of vehicles or durable equipment)
 - B. **City-based Door-to-Door Service that includes trip limitations based on trip purpose** (describe the proposed trip limitations that are proposed)
 - C. **Taxi Subsidy Program that includes use of Transportation Network Companies (TNCs)** (describe the proposed service including screening and how subsidies will be provided)
 - D. **Taxi Subsidy Program that includes incentives to drivers and/or transportation providers** (describe the proposed incentives)
 - E. **Accessible Shuttle Service** (describe service plan and how city is coordinating with the local fixed route transit provider)
 - F. **New mobility management and/or travel training programs** (describe the well-defined set of activities)
 - G. **Low-income requirements for any scholarship and fare subsidy programs** (describe the proposed subsidy and the means that will be used to determine and verify eligibility)

DEVELOPMENT OF PROGRAM PLAN

- 6. How was consumer input sought in development of the program and selection of the services offered?** Describe all general outreach activities undertaken in connection with this plan, including consumer or public meetings; meetings with other agencies; presentations to boards, commissions, or committees. If possible provide dates for these activities. Note below if this plan was reviewed by a local paratransit advisory committee, including the name of the committee, and the date of the meeting.

Program updates and consumer input were solicited and received during meetings with the Newark, Fremont and Union City Paratransit Advisory Committee members on August 10, 2016, October 26, 2016 and January 25, 2017. This committee provided valuable input related to service quality and operational issues. Program updates, ridership statistics and daily operational issues were presented during monthly Newark Senior Advisory Committee meetings.

- 7. Describe any outreach, surveys and/or analysis conducted to develop this plan and to determine the types of services the program offers.**

In developing our on-going program plan, City of Newark and City of Fremont staff met on several occasions and analyzed program statistics, rider comments and transportation service provider issues.

8. Describe how results from the community outreach, surveys and/or analysis described in Questions 5 and 6 were used to guide the development of the program plan.

The Paratransit Advisory Committee meetings guided the development of our program plan through increased awareness of rider issues, concerns and recommendations for improvement of services.

9. Describe any innovative, emerging technology or non-traditional elements integrated into the program plan.

None at this time.

10. Was this program plan approved by a governing body (or is it scheduled for action)? *This is not required by the Alameda CTC. Jurisdictions should follow their established internal process.*

- Yes
- No

A. If "Yes", provide the name of the governing body and planned or actual approval date.

City of Newark City Council. Approval scheduled for April or May, 2017

OUTREACH

11. How do community members and potential users learn about the Alameda CTC-funded services provided in your community? Specify for each of the paratransit projects and programs listed in Attachment B.

A description of the Newark Paratransit program is included in our department's Activity Guide which is distributed three times per year and is directly mailed to all Newark residences and businesses. Newark Paratransit is also promoted at our Senior Center, Silliman Activity and Family Aquatic Center, Newark Library, Newark City Hall and various local business and service organizations. Partner agency City of Fremont also provides information through their Human Services Department and the Fremont Resource Center.

ELIGIBILITY AND ENROLLMENT

12. What are your requirements for eligibility? (e.g., age, residency, income, ADA-certification status, or other verification of disability).

Eligible Newark Paratransit riders must be at least 70 years of age or older or disabled and 18 years of age or older. Riders must have limitations that will not allow them to use fixed route services such as AC Transit.

13. How do consumers enroll in your program? Include how long the enrollment process takes, and how soon newly enrolled applicants can use the services offered.

Consumers enroll in the program by completing an application with the City of Fremont Human Services Department. Once the City of Fremont screens and approves the application, consumers are notified and allowed to purchase rider tickets and start using the service.

CUSTOMER SATISFACTION

14. Describe your complaint and commendation process. Describe your process from beginning to end, including instructions you provide to customers for filing program suggestions, complaints or commendations, your documentation procedures and your follow up.

Passengers may file a complaint any time that the service is not satisfactory, safe or secure. Complaints should be directed to the Fremont Paratransit Program Office. Complaints may be filed in writing or by telephone. When filing a complaint, customers need to provide the following information:

- Rider's name, address and phone number
- Date and time of incident
- Details of the incident

Staff from the City of Fremont Human Services Department will investigate each complaint and make every effort to resolve complaints in a timely manner.

A. Describe any common or recurring service complaints, commendations and/or suggestions your program has received. Specify for each of the paratransit projects and programs listed in Attachment B. *(Complaints are defined as phone calls, letters, or emails received for the specific purpose of making a complaint.)*

We only receive a small amount of complaints throughout the year. The most common complaint is a rider unable to schedule a ride during a popular time of day because the vehicles are already booked. Staff is usually able to find an alternate appointment time for these riders.

B. Describe any changes you have made to your program as a result of these customer complaints, commendations and suggestions.

None

EXPECTED DEMAND/USE OF SERVICES

15. How many people are/have been/will be registered in the program during the following time periods? Fill in the boxes below.

Registrants at beginning of FY 2015-16	314
Registrants at end of FY 2015-16	336
Current Registrants for FY 2016-17	384
Projected Registrants for FY 2017-18	420

A. Based on the registration projection provided, explain why you expect your program registration to increase, decrease or stay the same compared to the current year.

We expect our program registration to slightly increase due to additional housing units being built within the City of Newark and a subsequent increase in population.

16. Do you expect the total number of one-way trips provided by your program to increase, decrease or stay the same compared to the current year, FY 2016-17? Why?

We expect our total number of one-way trips to slightly increase due to new residents moving into the community.

17. Do the ridership numbers reported in Attachments A and B include companions and/or attendants?

Yes

No

A. If "Yes", and if known, what percent of total ridership are companions/attendants? *(If providing an estimate, please clearly indicate it as such.)*

14%

18. Please provide data on lift/ramp trips provided, if available. If lift/ramp trips were provided in more than one service, please specify for each.

Lift/ramp trips provided in FY 2015-16	660
Lift/ramp trips to be provided in FY 2016-17	550
Lift/ramp trips projected to be provided in FY 2017-18	550

VEHICLE FLEET

19. Provide details regarding your vehicle fleet. To answer this question, complete Attachment D (Table D tab of the Excel workbook).

SAFETY INCIDENTS

20. Describe any safety incidents recorded by your program in FY 2015-16, or to date in FY 2016-17. Specify for each of the paratransit projects and programs listed in Attachment B. *(Report incidents resulting in any of the following: a fatality other than a suicide; injuries requiring immediate medical attention away from the scene for two or more persons; property damage equal to or exceeding \$7,500; an evacuation due to life safety reasons; or a collision at a grade crossing.)*

None

FINANCES: PROGRAM REVENUE AND COST

21. Detail your FY 2017-18 program’s total estimated revenue (all fund sources) and total cost by completing Attachment C (Table C tab of the Excel workbook). For program components funded all or in part with a Measure B/BB discretionary grant, segregate the grant funding by entering it in the “Other Measure B/BB” column.

22. Describe below the “Management/Overhead” and “Customer Service and Outreach” costs included in Attachment C and how these cost allocations were determined? (These two categories are defined under Question 1). *The amount spent on Customer Service/Outreach and Management/Overhead is to be included as part of the total program cost, even if it is not funded with Alameda CTC funding. This includes city/agency staff time paid for by a city’s general fund.*

A. Management/Overhead Costs

The City of Newark does not allocate any funds from the General Fund for management costs associated with the Paratransit program.

B. Customer Service and Outreach Costs

The City of Newark does not allocate any funds from the General Fund for customer service or outreach efforts associated with the Paratransit program.

PROGRAM FUNDING RESERVES

23. If your paratransit program is anticipated to have a remaining balance of Measure B/BB DLD funding at the end of FY 2017-18, as shown in Attachment C, please explain. How do you plan to expend these funds and when?

The City's Measure B/BB Direct Local Distribution fund balance will be maintained as an operations reserve for subsequent fiscal years.

MISCELLANEOUS

24. Use this space to provide any additional notes or clarifications about your program plan.

Alameda CTC FY 2017-18 Annual Paratransit Program Plan Application (July 1, 2017 - June 30, 2018)

Attachment A: Summary of Past Program Service, Performance and Costs (FY 2015-16)

Service/Program Type and Name		Performance FY 2015-16		Total FY 2015-16 Program Costs Expended by Fund Source (Measure B, Measure BB and all other funds expended during FY 2015-16)										Notes
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	Column L	Column M	Column N	Column O
Eligible Service/Program Type <i>Drop-down Menu</i>	Service/Program/Project Name	Quantity Provided FY 2015-16 Provide total number of one-way trips or units	On-Time Performance FY 2015-16 Percent of passenger trips arrived within designated window (indicate if data is unavailable or non-applicable)	Amount of RESERVE Measure B Paratransit DLD funds	Amount of FY 2015-16 Measure B Paratransit DLD funds	Amount of FY 2015-16 Measure BB Paratransit DLD funds	Amount of OTHER Measure B/BB funds	What was the source of these OTHER Measure B/BB funds? (e.g. MB Gap Grant, MB LSR, etc.)	Fare Revenue received from service	Fare Revenue expended on service	Amount of all non-Alameda CTC funds (not including fares)	What was the source of these non-Alameda CTC funds? (e.g. City general fund, federal, state, etc.)	Total Funds expended (all sources) <i>Automatically calculated</i>	Miscellaneous Notes (if necessary, provide any notes/clarification about trip/program)
Door-to-Door	Fremont/Newark Paratransit	3,997	94%		\$ 142,668								\$ 142,668	
Meal Delivery (existing program)	Life Elder Care Meals on Wheels	12,903			\$ 7,000								\$ 7,000	
													\$ -	
													\$ -	
													\$ -	
													\$ -	
													\$ -	
													\$ -	
													\$ -	
													\$ -	
													\$ -	
													\$ -	
					\$ -	\$ 149,668	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 149,668	

Alameda CTC FY 2017-18 Annual Paratransit Program Plan Application (July 1, 2017 - June 30, 2018)
Attachment C: Program Revenue, Cost and Fund Sources

Total FY 2017-18 Program Revenue (Measure B, Measure BB and all other funds available for FY 2017-18)	
Estimated Measure B Paratransit DLD ending balance at the end of THIS fiscal year, FY 2016-17 (June 30, 2017)	\$13,550
Projected FY 2017-18 Measure B DLD Paratransit revenue (Use projections distributed by the Alameda CTC)	\$196,011
Estimated Measure BB Paratransit DLD ending balance at the end of THIS fiscal year, FY 2016-17 (as of June 30, 2017)	\$112,133
Projected FY 2017-18 Measure BB DLD Paratransit revenue (Use projections distributed by the Alameda CTC)	\$119,871
Total FY 2017-18 Measure B and BB Paratransit DLD Revenue (Automatically calculated)	\$441,565
Total FY 2017-18 Other Revenue (All other revenue sources, non-DLD, including Gap grant)	
Total FY 2017-18 Program Revenue (Measure B, Measure BB and all other sources available for FY 2017-18) (Automatically calculated)	\$441,565

Service/Program Name	Total FY 2017-18 Program Costs by Fund Source (Measure B, Measure BB and all other funds planned to be expended during FY 2017-18)											Total Cost
	Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	
Service/Program/Project Name <i>Automatically populated from prior sheet (column B)</i>	Quantity Planned for FY 2017-18 <i>Automatically populated from prior sheet (column Q)</i>	Amount of RESERVE Measure B Paratransit DLD funds	Amount of FY 2017-18 Measure B Paratransit DLD funds	Amount of RESERVE Measure BB Paratransit DLD funds	Amount of FY 2017-18 Measure BB Paratransit DLD funds	Amount of OTHER Measure B/BB funds	What is the source of these OTHER Measure B/BB funds? (e.g. MB Gap Grant, LSR, MB LSR, etc.)	Fare Revenue expected from service	Fare Revenue to be expended on service	Amount of all Non-Alameda CTC funds (not including fares)	What is the source of these non-Alameda CTC funds? (e.g. city funds, federal, state, etc.)	Total Cost (all sources) <i>Automatically calculated</i>
Fremont/Newark Paratransit	3,895		\$ 90,100		\$ 90,100							\$ 180,200
Life Elder Care Meals on Wheels	15,000		\$ 3,500		\$ 3,500							\$ 7,000
Tri-City Taxi Voucher Program	2,632		\$ 25,000		\$ 25,000							\$ 50,000
0	0											\$ -
0	0											\$ -
0	0											\$ -
0	0											\$ -
0	0											\$ -
0	0											\$ -
0	0											\$ -
0	0											\$ -
0	0											\$ -
0	0											\$ -
Totals	21,527	\$ -	\$ 118,600	\$ -	\$ 118,600	\$ -		\$ -	\$ -	\$ -		\$ 237,200

Budget check (total revenue less total cost): \$204,365

PARATRANSIT DLD RESERVE BALANCES	Measure B	Measure BB
Estimated Reserve Balance, June 30, 2018:	\$90,961	\$113,404
Reserve balance as percent of FY 2017-18 Revenue	46%	95%



City of Newark

MEMO

DATE: March 31, 2017
TO: City Council
FROM: Sheila Harrington, City Clerk *A.H.*
SUBJECT: Approval of Audited Demands for the City Council Meeting of April 13, 2017.

REGISTER OF AUDITED DEMANDS

Bank of America General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
April 17, 2017	Page 1-2	110534 to 110606	Inclusive
April 23, 2017	Page 1-2	110607 to 110675	Inclusive
April 31, 2017	Page 1-2	110676 to 110741	Inclusive



City of Newark

MEMO

DATE: March 31, 2017

TO: Sheila Harrington, City Clerk

FROM: Susie Woodstock, Administrative Services Director *esw*

SUBJECT: Approval of Audited Demands for the City Council Meeting of April 13, 2017.

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

ial Disbursement List. Check Date 03/17/17, Due Date 03/27/17, Discount Date 03/27/17. Computer Checks.
 ck 1001 US BANK

MICR check#	Vendor Number	Payee	Check Date	Check Amount	Description
0534	7922	AARP ATTN ANNETTE PAREDES	03/17/17	170.00	AARP SMART DRIVER SAFETY PROGRAM
0535	332	ADAMSON POLICE PRODUCTS	03/17/17	216.99	POLICE SUPPLIES
0536	886	ALAMEDA COUNTY MAYORS CONFERENCE CITY OF	03/17/17	3,405.00	MEMBERSHIP DUES
0537	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	03/17/17	646.75	CRIME LAB FEES
0538	7743	ALL AMERICAN RENTALS INC	03/17/17	72.65	PROPANE
0539	5821	ALL CITY MANAGEMENT SERVICES, INC	03/17/17	2,872.80	CROSSING GUARD SVCS 02/12-02/25/17
0540	12	ALLIED AUTO STORES INC	03/17/17	941.08	AUTO PARTS
0541	11362	ANNETTE PAREDES	03/17/17	38.79	EXPENSE REIMBURSEMENT
0542	11408	APPLIED AIR FILTERS	03/17/17	1,314.12	AIR FILTERS
0543	11491	JASON AVERY	03/17/17	199.98	EXPENSE REIMBURSEMENT
0544	10990	BADAWI & ASSOCIATES	03/17/17	5,845.30	AUDITING SERVICES FY15/16
0545	9680	BAY CENTRAL PRINTING	03/17/17	261.70	BUSINESS CARDS
0546	23	FRANK BONETTI PLUMBING INC	03/17/17	312.50	PLUMBING SERVICE
0547	9888	BUREAU VERITAS NORTH AMERICA INC.	03/17/17	380.00	BLDG PLAN REVIEW SERVICES
0548	1513	BURTON'S FIRE INC	03/17/17	61.94	FIRE ENGINE SERVICE/REPAIR
0549	11413	PRO FORENSIC SUPPLIES	03/17/17	746.72	CERT SUPPLIES
0550	3751	BRYAN COBB	03/17/17	264.63	EXPENSE REIMBURSEMENT
0551	5382	COST RECOVERY SYSTEMS INC	03/17/17	7,500.00	STATE MANDATE CLAIM PREP SVCS
0552	1109	CAPITAL ONE COMMERCIAL	03/17/17	890.33	SUPPLIES
0553	11032	CUBE SOLUTIONS	03/17/17	1,627.89	CIP #1108: WORKSTATION REPLACEMENT-OFFIC
0554	10650	RYAN CHRISTOPHER SANTOS	03/17/17	200.00	ADMIN CITE #P8065 REFUND
0555	10650	SERGIO CALLEJAS	03/17/17	500.00	ADMIN CITE #P8066 REFUND
0556	10793	ESSENCE HICKMAN	03/17/17	100.00	RENTAL DEPOSIT REFUND
0557	10793	CRISTINA PIERINELLI	03/17/17	300.00	RENTAL DEPOSIT REFUND
0558	10793	JASON PITA	03/17/17	300.00	RENTAL DEPOSIT REFUND
0559	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	03/17/17	335.00	BID ADVERTISING
0560	6365	MARK DELAPPE	03/17/17	96.70	EXPENSE REIMBURSEMENT
0561	11404	ALHAMBRA	03/17/17	718.66	WATER SERVICE
0562	1591	PHILIP H HOLLAND	03/17/17	200.00	RESERVE UNIF ALLOWANCE
0563	11490	LORENZO HOULE	03/17/17	58.82	EXPENSE REIMBURSEMENT
0564	7593	BRUCE HOWCROFT	03/17/17	200.00	RESERVE UNIF ALLOWANCE
0565	11123	I PIZZA	03/17/17	1,155.00	PIZZAS FOR CAFE AND PARTIES
0566	187	INDUSTRIAL SAFETY SUPPLY	03/17/17	16.30	SAFETY SUPPLIES
0567	11377	KELLCO SERVICES INC	03/17/17	4,975.00	AIR TEST AT COMMUNITY CENTER
0568	6786	STACEY KENISON	03/17/17	147.20	EXPENSE REIMBURSEMENT
0569	11335	LEGACY ROOFING & WATERPROOFING	03/17/17	1,735.00	CIP PROJECT #983 ROOFING REPAIR
0570	7697	THE LIFE GUARD STORE INC	03/17/17	120.00	POOL EQUIPMENT AND UNIFORM SHORTS
0571	11246	LOOMIS ARMORED	03/17/17	257.45	ARMORED CAR SERVICE
0572	11467	SOFIA MANGALAM	03/17/17	16.41	EXPENSE REIMBURSEMENT
0573	11482	MARCI MARINO	03/17/17	305.00	PAYROLL DEDUCTION - SS PAYMENTS PR031517
0574	10907	MICHAEL YORKS INVESTIGATIONS	03/17/17	6,000.00	BACKGROUND INVESTIGATIONS
0575	11360	MIKE DAVIS LANDSCAPE SERVICES	03/17/17	7,773.83	PARK & LANDSCAPE SERVICE
0576	11489	RYAN MILLER	03/17/17	59.01	EXPENSE REIMBURSEMENT
0577	6	KAREN MORALDA	03/17/17	30.58	EXPENSE REIMBURSEMENT
0578	9604	JAMES MURRAY	03/17/17	93.28	EXPENSE REIMBURSEMENT
0579	324	NEWARK CHAMBER OF COMMERCE	03/17/17	4,294.82	CHAMBER LUNCH RESERVATIONS 2/23/17
0580	10918	ANKAR CYCLES, INC dba OAKLAND HARLEY-DAV	03/17/17	3,326.98	FLEET SERVICE
0581	349	PACIFIC GAS & ELECTRIC	03/17/17	108.69	STREETLIGHTS AND TRAFFIC SIGNALS
0582	11479	DAWN PAIGE	03/17/17	890.40	COMMUNICATIONS TRAINING OFFICE COURSE
0583	11019	DAVID G PARKS	03/17/17	734.79	EXPENSE REIMBURSEMENT
0584	11062	PCD	03/17/17	762.50	SOUND SYSTEM REPAIR

ial Disbursement List. Check Date 03/17/17, Due Date 03/27/17, Discount Date 03/27/17. Computer Checks.
 ik 1001 US BANK

Check#	Vendor Number	Payee	Check Date	Check Amount	Description
0585	9948	R M PALMER COMPANY	03/17/17	1,278.72	FAMILY DAY AT THE PARK CANDY
0586	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	03/17/17	142.00	PEST CONTROL
0587	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	03/17/17	24.44	PRINTING OF BID PACKETS
0588	11412	PROSHRED SFBA	03/17/17	140.00	SHREDDING SVCS - 03/17
0589	11485	QUICK PRINTING CENTER	03/17/17	33.00	EMPLOYEE AWARDS
0590	11234	RAY MORGAN COMPANY	03/17/17	2,909.52	COPIER LEASE AGREEMENT
0591	1215	ALAMEDA COUNTY REGISTRAR OF VOTERS	03/17/17	57,441.83	ELECTION COSTS
0592	1282	EDDA RIVERA	03/17/17	38.76	EXPENSE REIMBURSEMENT
0593	4610	RIVERSIDE COUNTY SHERIFF/BEN CLARK TRAIN	03/17/17	164.00	RECORDS POST TRAINING
0594	11480	SAFE RESTRAINTS, INC.	03/17/17	3,644.12	2016 JAG GRANT WRAP RESTRAINT SYSTEM
0595	112	WILLE ELECTRICAL SUPPLY CO INC	03/17/17	69.56	LIGHT BULBS
0596	4418	SMITH & SONS ELECTRICAL CONTRACTORS INC	03/17/17	7,047.00	PROJECT 1100
0597	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	03/17/17	440.00	PAYROLL DEDUCTION - GARNISHMENT
0598	11396	SWA SERVICES GROUP INC	03/17/17	24,510.40	JANITORIAL SERVICES
0599	5463	MARY TEIXEIRA	03/17/17	9.10	EXPENSE REIMBURSEMENT
10600	6797	US BANK CORPORATE PAYMENT	03/17/17	19,123.67	US BANK CC PAYMENT 02/22/17
10601	7517	U S FOODS INC SAN FRANCISCO	03/17/17	439.24	CAFE PURCHASES
10602	363	UNITED STATES POSTMASTER	03/17/17	2,520.00	POSTAGE FOR CITY NEWSLETTER
10603	363	UNITED STATES POSTMASTER	03/17/17	3,160.00	POSTAGE FOR SUMMER REC GUIDE
10604	5623	VERIZON WIRELESS	03/17/17	1,600.39	CELLULAR SERVICE & EQUIPMENT MAR'17
10605	5050	WEST COAST ARBORISTS INC	03/17/17	4,441.25	2017 STREET TREE MAINTENANCE
10606	11417	WHOLESALE DISTRIBUTION ALLIANCE	03/17/17	684.00	RETAIL MERCHANDISE
Total				193,441.59	

ial Disbursement List. Check Date 03/23/17, Due Date 04/03/17, Discount Date 04/03/17. Computer Checks.
 ck 1001 US BANK

Check#	Vendor Number	Payee	Check Date	Check Amount	Description
0607	9867	3-D GOURMET CATERING	03/23/17	627.10	CATERING FOR ARBOR DAY
0608	10658	4LEAF INC	03/23/17	1,173.45	BLDG INSPECTION SERVICES
0609	3979	BRYAN B SMITH DBA ACCURACY INTERNATION	03/23/17	133.20	SPANISH TRANSLATION, EDITING, FORMATTING
0610	10223	LEXISNEXIS RISK SOLUTIONS ACCT# 1415640	03/23/17	428.40	BACKGROUND CHECKS
0611	11094	ACME AUTO LEASING, LLC	03/23/17	1,909.44	ARMORED RESCUE VEH LEASE 03/17
0612	1774	AIRGAS USA, LLC	03/23/17	53.88	WELDING SUPPLIES
0613	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	03/23/17	962.73	ENGINE REPAIRS/SERVICE
0614	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	03/23/17	1,771.50	CITATION PROCESSING FEES - FEB'17
0615	411	AIG BENEFIT SOLUTIONS	03/23/17	1,380.00	EMPLOYEE LIFE INSURANCE
0616	1078	AMERICAN STAGE TOURS ATTN CHARTER SALES	03/23/17	2,162.00	THE CROCKETT CRAWL - 03/15/17
0617	8414	ANDRE'S MECHANICAL & GENERAL ENGINEERING	03/23/17	8,123.35	SEWER PUMP# 2
0618	1963	BAILEY FENCE COMPANY INC	03/23/17	2,047.00	INSTALLATION OF HAND RAIL
0619	9680	BAY CENTRAL PRINTING	03/23/17	303.40	BUSINESS CARDS
0620	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	03/23/17	510.00	SPORTS OFFICIATING
0621	7275	PETER BEIREIS	03/23/17	37.56	EXPENSE REIMBURSEMENT
0622	3665	BRUCE'S TIRE	03/23/17	654.95	TIRES FOR FLEET
0623	9888	BUREAU VERITAS NORTH AMERICA INC.	03/23/17	498.75	BLDG PLAN REVIEW SERVICES
0624	10762	CALIFORNIA BUILDING STANDARDS COMMISSION	03/23/17	9,470.70	BUILDING STANDARDS FEES 2016
0625	744	CALIFORNIA DEPARTMENT OF CONSERVATION DI	03/23/17	36,877.93	STRONG MOTION/SEISMIC MAPPING FEES 2016
0626	11483	CAMPWAY'S TRUCK ACCESSORY WORLD	03/23/17	1,552.04	COMM ENG PROGRAM
0627	214	CENTRAL VETERINARY HOSPITAL	03/23/17	1,168.23	VET SVCS
0628	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	03/23/17	409.21	FUEL CHARGES
0629	7633	CONTRA COSTA COUNTY SHERIFF'S OFFICE LAW	03/23/17	994.00	PATROL POST TRAINING RES# 20195
0630	11076	CRIME SCENE CLEANERS INC	03/23/17	100.00	OFFICER UNIFORM DAMAGE
0631	10793	KAVITA NARAYAN	03/23/17	300.00	RENTAL DEPOSIT REFUND
0632	10793	ROSA JAUREGUI	03/23/17	44.75	OVERPAYMENT REFUND
0633	11461	EMC PLANNING GROUP INC.	03/23/17	58,507.86	CONTRACTUAL SERVICES GREATER NEWPARK SPE
0634	10478	EUGENE'S HOME APPLIANCE SERVICE	03/23/17	592.95	APPLIANCE REPAIR
0635	11431	EXTENDED STAY AMERICA	03/23/17	2,254.20	PATROL POST TRAINING
0636	10642	FASTENAL COMPANY	03/23/17	29.32	HARDWARE & FASTENERS
0637	522	FEDEX	03/23/17	26.94	DELIVERY SRVCS.
0638	1120	FORENSIC ANALYTICAL SCIENCES, INC	03/23/17	54.00	LAB TESTS
0639	11112	FREMONT DEL GRANDE INC	03/23/17	23,578.00	DEALERSHIP INCENTIVES 10/01-12/31/16
0640	11112	FREMONT CHRYSLER DODGE JEEP RAM	03/23/17	2,390.99	MISC PARTS FOR FLEET
0641	167	HARRIS COMPUTER SYSTEMS	03/23/17	3,232.28	SELECT FINANCIALS ERP MAINTENANCE
0642	1457	HOME DEPOT CREDIT SERVICES DEPT 32-25409	03/23/17	1,672.00	MISC PARTS BUILDINGS
0643	11365	IRONHORSE VET CARE	03/23/17	533.70	CANINE PROGRAM
0644	10334	TIM JONES	03/23/17	159.24	EXPENSE REIMBURSEMENT
0645	11377	KELLCO SERVICES INC	03/23/17	2,050.00	AIR TEST AT COMMUNITY CENTER
0646	6690	KELLY MOORE PAINTS	03/23/17	94.95	PAINT
0647	11492	KIER & WRIGHT CIVIL ENGINEERS AND SURVEY	03/23/17	31,532.48	ON CALL CIVIL ENGINEERING AND SURVEYING
0648	277	LAKESHORE LEARNING MATERIALS	03/23/17	498.05	REST MATS FOR LICENSED CHILD CARE
0649	293	LANGUAGE LINE SERVICES INC	03/23/17	201.39	INTERPRETATION SVCS
0650	3644	RELX INC. DBA LEXISNEXIS	03/23/17	176.00	ONLINE LEGAL RESOURCE SUBSCRIPTION
0651	7189	LINCOLN EQUIPMENT INC	03/23/17	560.27	CHEMICAL AND POOL EQUIPMENT
0652	11357	MISSION UNIFORM SERVICE	03/23/17	1,870.83	UNIFORMS, MATS, & TOWELS
0653	5046	MOTOROLA SOLUTIONS INC	03/23/17	2,071.72	PORTABLE RADIO BATTERIES
0654	10961	BRETT OEVERNDIEK	03/23/17	25.33	EXPENSE REIMBURSEMENT
0655	2027	PACHECO BROTHERS GARDENING, INC.	03/23/17	3,485.00	BACKFLOW INSTALL AT SPORTSFIELD PARK
0656	349	PACIFIC GAS & ELECTRIC	03/23/17	49,314.66	GAS & ELECTRIC CHARGES
0657	10683	PITNEY BOWES GLOBAL FINANCIAL SRVCS	03/23/17	1,685.18	MAILING MACHINE LEASE AGREEMENT / POSTAG

ial Disbursement List. Check Date 03/23/17, Due Date 04/03/17, Discount Date 04/03/17. Computer Checks.
 ck 1001 US BANK

Check#	Vendor Number	Payee	Check Date	Check Amount	Description
0658	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	03/23/17	36.65	PRINTING OF BID PACKETS
0659	11376	QUINCY ENGINEERING INC	03/23/17	44,234.90	PROFESSIONAL ENGINEERING SERVICES FOR CE
0660	9811	REDFLEX TRAFFIC SYSTEMS	03/23/17	18,800.00	REDLIGHT CAMERA MONITORING
0661	7885	RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR	03/23/17	777.14	LEGAL ADVICE FEES
0662	377	SIMON & COMPANY INC	03/23/17	1,736.44	LEGISLATIVE SERVICES
0663	220	SONITROL	03/23/17	1,059.00	ALARM MONITORING
0664	40	STAPLES ADVANTAGE DEPT LA	03/23/17	1,305.89	OFFICE SUPPLIES
0665	5904	STUART PARKS FORENSIC ASSOCIATES	03/23/17	158.00	POLICE SUPPLIES
0666	11175	SUPPORT WAREHOUSE LTD	03/23/17	531.00	MAINTENANCE RENEWAL NPD SERVER
0667	679	TARGET SPECIALTY PRODUCTS	03/23/17	253.86	SPRAYER PARTS
0668	1765	TEMPERATURE TECHNOLOGY INC	03/23/17	3,005.00	HVAC CONTRACTOR
0669	146	THYSSENKRUPP ELEVATOR CORPORATION	03/23/17	3,642.00	ELEVATOR REPAIR & SERVICE
0670	11410	TRIP STOP SIDEWALK REPAIR	03/23/17	1,715.63	PROJECT 1143 - FY 2016-17 CONCRETE CUTTI
0671	7517	U S FOODS INC SAN FRANCISCO	03/23/17	699.49	CAFE PURCHASES
0672	10968	UTILITY TELEPHONE	03/23/17	15,951.44	MONTHLY TELECOM MAR'17
0673	11437	JOYCE WANG	03/23/17	377.29	EXPENSE REIMBURSEMENT
0674	5050	WEST COAST ARBORISTS INC	03/23/17	4,393.75	PARK TREE MAINTENANCE
0675	340	WITMER-TYSON IMPORTS	03/23/17	820.55	K9 TRAINING/SUPPLIES
Total				359,788.94	

1

al Disbursement List. Check Date 03/31/17, Due Date 04/10/17, Discount Date 04/10/17. Computer Checks.
k 1001 US BANK

ICR ck#	Vendor Number	Payee	Check Date	Check Amount	Description
0676	9723	A-1 SEPTIC TANK SERVICE INC	03/31/17	1,490.00	SERVICE ON SUMP PIT
0677	332	ADAMSON POLICE PRODUCTS	03/31/17	46,813.63	AMMUNITION
0678	1129	ALAMEDA COUNTY CLERK RECORDER'S OFFICE	03/31/17	50.00	NOTICE OF EXEMPTION HANDLING FEE PROJECT
0679	344	ALAMEDA COUNTY WATER DISTRICT	03/31/17	22,436.73	WATER USAGE
0680	284	INFORMATION TECHNOLOGY DEPARTMENT ATTN:	03/31/17	2,859.71	AWS ACCESS FEES
0681	5821	ALL CITY MANAGEMENT SERVICES, INC	03/31/17	3,591.00	CROSSING GUARD SVCS 02/26-03/11/17
0682	14	ALPINE AWARDS	03/31/17	2,251.45	T-SHIRT/AWARDS
0683	348	AT&T	03/31/17	290.70	MONTHLY TELECOM MAR'17
0684	1085	AT&T	03/31/17	39.34	MONTHLY LONG DISTANCE MAR'17
0685	3676	BOLLINGER ASA INSURANCE PLANS P O BOX 39	03/31/17	500.00	2017 FIELD OWNER LIABILITY
0686	4388	CAPTURE TECHNOLOGIES INC ATTN: ACCOUNTS	03/31/17	2,699.99	SECURITY SYSTEM MAINTENANCE
0687	33	CENTRAL TOWING & TRANSPORT LLC	03/31/17	135.00	TOWING SERVICES
0688	11498	CINDY CHIEN	03/31/17	139.34	EXPENSE REIMBURSEMENT
0689	10060	COMCAST	03/31/17	114.01	CABLE TV
0690	7633	CONTRA COSTA CO SHERIFF	03/31/17	235.00	PATROL POST TRAINING
0691	11076	CRIME SCENE CLEANERS INC	03/31/17	70.00	CAR# 1103 CLEANING
0692	10793	IZAACK VANKEMPEN	03/31/17	100.00	RENTAL DEPOSIT REFUND
0693	10793	ASHLEY PIRINE	03/31/17	100.00	RENTAL DEPOSIT REFUND
0694	10793	MONICA PIMENTEL	03/31/17	89.00	CLASS REFUND DUE TO CANCELLATION
0695	10793	PETER LEE	03/31/17	300.00	RENTAL DEPOSIT REFUND
0696	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	03/31/17	61.25	LEGAL ADS
0697	10794	DUKE DE LEON	03/31/17	180.00	VIDEO RECORDING SERVICES
0698	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	03/31/17	1,076.00	FINGERPRINTING FEES
0699	11015	EAST BAY LAWN MOWER	03/31/17	1,584.13	SMALL ENGINES AND TOOLS
0700	904	EMPLOYMENT DEVELOPMENT DEPARTMENT ATTN:	03/31/17	1,449.00	UNEMPLOYMENT INSURANCE
0701	11496	JOSE ROJAS	03/31/17	575.00	MECHANICAL BULL RENTAL
0702	522	FEDEX	03/31/17	9.91	PACKAGE DELIVERY
0703	234	FREMONT ALARM C/O JOE TRIMBLE	03/31/17	493.17	MOTION DETECTOR VIOLA BLYTHE
0704	5106	CITY OF FREMONT REVENUE DIVISION	03/31/17	6,672.43	SHELTER OPERATING EXPS
0705	11112	FREMONT CHRYSLER DODGE JEEP RAM	03/31/17	238.83	MISC PARTS FOR FLEET
0706	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	03/31/17	680.27	FORD PARTS & SERVICE
0707	550	FREMONT RUBBER STAMP CO INC	03/31/17	106.41	OFFICE SUPPLIES (RUBBER STAMP)
0708	313	FREMONT URGENT CARE CENTER	03/31/17	1,300.00	PRE-EMPLOYMENT/DOT PHYSICALS
0709	2215	FREMONT WHEEL & BRAKE	03/31/17	80.00	ALIGNMENTS
0710	10221	YAMA HOMAYOUN	03/31/17	1,135.55	ICI COURSE 04/10-04/14/17
0711	1457	HOME DEPOT CREDIT SERVICES DEPT 32-25409	03/31/17	1,148.86	MISC PARTS
0712	11123	I PIZZA	03/31/17	979.50	PIZZAS FOR CAFE AND PARTIES
0713	11389	ISH AMITTOJ KAUR	03/31/17	2,593.80	RECREATION CONTRACT
0714	524	JOHNSON ROBERTS & ASSOCIATES	03/31/17	45.00	BACKGROUND INVESTIGATIONS
0715	11377	KELLCO SERVICES INC	03/31/17	1,075.00	MOLD ANALYSIS
0716	5069	KIDZ LOVE SOCCER, INC.	03/31/17	3,888.00	RECREATION CONTRACT
0717	10943	KRONOS INC	03/31/17	1,946.00	TELESTAFF ADDITIONAL LICENSES
0718	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	03/31/17	384.40	EMPLOYEE ASSISTANCE PROGRAM
0719	11309	MANUEL FERNANDEZ CONSTRUCTION	03/31/17	1,155.18	FENCE REPAIR - PROJECT 1074
0720	11482	MARCI MARINO	03/31/17	305.00	PAYROLL DEDUCTION - SS PAMENTS FOR PR033
0721	9029	MEYERS NAVE RIBACK SILVER & WILSON	03/31/17	2,598.50	LITIGATION & CONSULTING SRVC
0722	10907	MICHAEL YORKS INVESTIGATIONS	03/31/17	6,300.00	BACKGROUND INVESTIGATIONS
0723	10639	NEWARK TRAVEL SERVICES	03/31/17	765.80	AIRFARE
0724	327	OCCU-MED, LTD. FEDERAL TAX ID# 52-233351	03/31/17	120.00	PRE-EMPLOYMENT PHYSICALS
0725	349	PACIFIC GAS & ELECTRIC	03/31/17	19,903.32	STREETLIGHTS AND TRAFFIC SIGNALS
0726	11479	DAWN PAIGE	03/31/17	260.00	EXPENSE REIMBURSEMENT

al Disbursement List. Check Date 03/31/17, Due Date 04/10/17, Discount Date 04/10/17. Computer Checks.
 k 1001 US BANK

ICR ck#	Vendor Number	Payee	Check Date	Check Amount	Description
727	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	03/31/17	394.00	PEST CONTROL
728	8813	PROFORCE LAW ENFORCEMENT	03/31/17	2,768.34	TASER SUPPLIES
729	9547	ROSAS BROTHERS CONSTRUCTION	03/31/17	260,820.65	CURB, GUTTER, AND SIDEWALK REPLACEMENT
730	11373	RRM DESIGN GROUP	03/31/17	330.00	NEWARK ZONING CODE UPDATE
731	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	03/31/17	3,035.70	RENT / WATER
732	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	03/31/17	170.00	WEB HOSTING, EMAIL FILTERING, & NETWORK
733	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	03/31/17	440.00	PAYROLL DEDUCTION - GARNISHMENT
734	146	THYSSENKRUPP ELEVATOR CORPORATION	03/31/17	2,084.00	ELEVATOR REPAIR
735	11410	TRIP STOP SIDEWALK REPAIR	03/31/17	3,353.81	PROJECT 1143 - FY 2016-17 CONCRETE CUTTI
736	135	TURF & INDUSTRIAL EQUIPMENT CO	03/31/17	608.92	EQUIPMENT PARTS
737	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	03/31/17	261.24	PAYROLL PREMIUM - E0246926
738	10998	GARY M SHELDON VBS SERVICES	03/31/17	150.00	BLOOD WITHDRAWAL SVC
739	5623	VERIZON WIRELESS	03/31/17	418.11	SERVICE FOR IPADS
740	10822	WEE HOOP INC C/O DINAH SHAH	03/31/17	807.00	RECREATION CONTRACT
741	8714	WESTERN PACIFIC SIGNAL LLC	03/31/17	3,911.15	CIP #1061 TRAFFIC SIGNAL REPLACEMENT PAR
Total				422,968.13	