CITY OF NEWARK
CITY COUNCIL

City Administration Building, City Council Chambers

37101 Newark Boulevard, Newark, CA 94560 | (510) 578-4266 | E-mail: city.clerk@newark.org

AGENDA

Thursday, June 8, 2023
7:00 P.M.

A. ROLL CALL

B. PRESENTATIONS

1. Proclaiming June 8, 2023, as Arbor Day in Newark

C. PUBLIC COMMENT

The public is invited to address the City Council on any item not listed on the agenda. Public Comments are generally limited to 5 minutes per speaker. Please note that State law prohibits the Council from acting on non-agenda items.

D. CONSENT CALENDAR

Consent Calendar items are considered to be routine and may be approved by one motion. There will be no separate discussion on these items unless there is a request by a Council Member, a staff member, or a member of the public to remove an item for separate discussion and action.

1. Approval of Audited Demands

2. Approval of May 25, 2023 minutes

3. Waive full reading, conduct second reading by title only, and adopt an ordinance establishing a Planned Development Overlay District at 38288-38594 Cedar Boulevard

4. Adopt a resolution approving Amendment No. 1 to the Contractual Services Agreement with Pakpour Consulting Group for engineering project management services related to Central Avenue Overpass, Project No. 1014 and approving an amendment to the biennial budget

5. Adopt a resolution authorizing the City Manager to execute Contractual Services Agreements, in a form approved by the City Attorney, with Interactive Resources, Inc., The KPA Group, and Verde Design for on-call architectural services

6. Adopt a resolution approving Amendment No. 2 to the Contractual Services Agreement with Fehr & Peers for additional traffic engineering and transportation planning services and amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan.

E. PUBLIC HEARINGS

1. Motion to continue the public hearing to consider approval of DR2021-006, a resolution approving Design Review and Vesting Tentative Map for an 8-unit for-sale condominium residential development comprised of four (4) two-unit dwellings located at 36952 Mulberry Street (APNs 92-29-21 and 92-29-22) to June 22, 2023

F. OTHER BUSINESS

1. Adopt a resolution approving Amendment No.1 to the Contractual Services Agreement with West Coast Arborists, Inc. for additional tree maintenance services and amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan

2. Introduction of an ordinance adding Chapter 8.44, Sustainable Foodware Ordinance, to the Newark Municipal Code to regulate the use of disposable foodware to improve the health and safety of the Newark community and environment. This item is exempt from CEQA per CEQA Guidelines Sections 15061(b)(3) and 15308.

G. CITY COUNCIL MATTERS

City Council Members report on attendance at intergovernmental agency meetings, conferences, and seminars since the last meeting. City Council Members may also announce upcoming events and coordinate attendance; report on local events attended since the last meeting; and make brief comments on issues of concern.

H. CLOSED SESSION

I. ADJOURNMENT

MEETING INFORMATION

Members of the public may attend the meeting in person, virtually via Zoom, or watch it via YouTube or Cable Channel 26. The ability to participate and observe via Zoom, YouTube or Cable Channel 26 is predicated on those technologies being available and functioning without technical difficulties. Should those platforms not be available, or become non-functioning, or should the City Council otherwise encounter technical difficulties that make those platforms unavailable, the City Council will proceed with business in person unless otherwise prohibited by law.

How to view the meeting remotely:
Livestream online at YouTube: https://www.youtube.com/@cityofnewark3077/streams
Copy/paste the YouTube URL into your browser if the link does not automatically open.

How to participate in the meeting remotely, via Zoom Webinar:
From a PC, Mac, iPad, iPhone or Android device: Zoom Meeting https://us06web.zoom.us/j/82204785984

From a telephone dial 1- 669-900-9128, Webinar ID Number 822 0478 5984

Provide live, remote public comments, when the Mayor calls for comments. Use the raise your hand feature in Zoom to be called upon by the City Clerk.

For frequently asked Zoom questions, please go to Agendas and Minutes and select the Frequently Asked Questions link.

No question shall be asked of a council member, city staff, or an audience member except through the Mayor. No person shall interrupt the meeting. Any person who refuses to carry out instructions given by the Mayor for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.

Council Meeting Access/Materials:
The agenda packet is available for review at Agendas and Minutes. The packet is typically posted to the City website the Friday before the meeting, but no later than 72 hours before the meeting.

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 will be posted at https://www.newark.org/departments/city-manager-s-office/agendas-minutes and will concurrently be made available for public inspection during regular business hours at the David W. Smith City Hall, 37101 Newark Boulevard, Newark, CA. 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 who require special accommodations, please contact the City Clerk at least two days prior to the meeting at City Clerk or 510-578-4266.

STAFF REPORT

Item B. 1.

DATE	06/08/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Proclaiming June 8, 2023, as Arbor Day in Newark

In recognition of our continued dedication and commitment to the management of tree resources, the City of Newark has been named a Tree City U.S.A. for the thirty-sixth consecutive year by the National Arbor Day Foundation. An effective urban tree management program requires an ongoing maintenance program, along with a program of renewal that includes planting new trees. In celebration of Arbor Day, a public tree planting will be held before the City Council meeting, at approximately 6:00 pm, towards the back of Civic Center Park, located at 6300 Civic Terrace Avenue, near the basketball court.

Assistant Maintenance Superintendent Neal Hornbeck will accept the proclamation at the meeting.

Attachments

Proclamation

PROCLAMATION NO. 1896

ARBOR DAY

WHEREAS, the first Arbor Day was celebrated in 1872 to promote the reforestation of the plains of Nebraska, and by the year 1920 more than 45 states and territories observed Arbor Day; and

WHEREAS, Arbor Day will be observed in the City of Newark on June 8, 2023; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, enhance the environment by providing habitat for animals, purify the air, and beautify our community; and

WHEREAS, Arbor Day promotes tree appreciation and conservation, tree planting, and tree care; and

WHEREAS, the City of Newark has recognized the value of the thousands of specimen trees within the City limits, and has consistently supported the planting and maintenance of approximately 13,000 trees on public property;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, do hereby proclaim June 8, 2023, as

ARBOR DAY

in Newark and urge all residents to support efforts to protect our trees and woodlands and to support our City's urban forestry program.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Official Seal of the City of Newark, State of California, to be affixed this Eighth Day of June, Two Thousand Twenty-three.

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item D. 1.

DATE	06/08/2023
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Approval of Audited Demands

Attachments

Audited Demands

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 05/18/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	05/18/2023	8432 Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		42,047.01
	Invoice	Date	Description		Amount
	0224-050323	04/25/2023	ACWD CITYWIDE WATER 02/24-05/03/23		42,047.01
Check	05/18/2023	8433 Accounts Payable	ALPINE AWARDS INC		2,985.25
	Invoice	Date	Description		Amount
	6102637	04/26/2023	NAME TAGS FOR STAFF		990.36
	6102484	04/13/2023	STAFF UNIFORMS		1,994.89
Check	05/18/2023	8434 Accounts Payable	ANKAR CYCLES, INC DBA OAKLAND HARLEY-DAVIDSON		47.55
	Invoice	Date	Description		Amount
	1049339	04/27/2023	MOTORCYCLE PARTS- BLUE MARKER POINT OF SALE 4/27/23		47.55
Check	05/18/2023	8435 Accounts Payable	APPLIED AIR FILTERS		421.62
	Invoice	Date	Description		Amount
	46633.1	04/11/2023	LIBRARY AIR FILTERS-REVISED INVOICE		421.62
Check	05/18/2023	8436 Accounts Payable	BATTERY SYSTEMS		296.22
	Invoice	Date	Description		Amount
	28690424231352	04/26/2023	BATTERIES 65-85		296.22
Check	05/18/2023	8437 Accounts Payable	BAY CENTRAL PRINTING		64.27
	Invoice	Date	Description		Amount
	195322	04/26/2023	BUSINESS CARD IMPRINTING-R.NORVELL		64.27
Check	05/18/2023	8438 Accounts Payable	WORLDWIDE TELEPROMPTING		1,500.00
	Invoice	Date	Description		Amount
	1300	04/28/2023	TELEPROMPT 2023 STATE OF THE CITY ADDRESS		1,500.00
Check	05/18/2023	8439 Accounts Payable	CENTRAL VALLEY TOXICOLOGY, INC.		40.00
	Invoice	Date	Description		Amount
	327344	04/26/2023	LAB TESTS 04/26/2023		40.00
Check	05/18/2023	8440 Accounts Payable	CENTRAL VETERINARY HOSPITAL		969.11
	Invoice	Date	Description		Amount
	490973	01/19/2023	K9 VET SVCS - 01/18/2023		969.11
Check	05/18/2023	8441 Accounts Payable	CHEVROLET OF FREMONT		225.00

	Invoice	Date	Description	Amount
	1118170	02/28/2023	2007 CHEVROLET TAHOE SERVICE 2/28/23	225.00
Check	05/18/2023	8442 Accounts Payable	DAN CIANCIARULO	108.04
	Invoice	Date	Description	Amount
	051423EXP	05/14/2023	BOOT REIMBURSEMENT 5/14/23	108.04
Check	05/18/2023	8443 Accounts Payable	CITY OF FREMONT	10,696.92
	Invoice	Date	Description	Amount
	328818	04/28/2023	SACGISA PROGRAM MAINTENANCE 07/01/22-03/31/23	10,696.92
Check	05/18/2023	8444 Accounts Payable	COMCAST	846.16
	Invoice	Date	Description	Amount
	8821-051623	04/24/2023	TELEVISION & PUBLIC WIFI ACCESS - 04/29/23-05/28/23	846.16
Check	05/18/2023	8445 Accounts Payable	EFFECTV	4,186.25
	Invoice	Date	Description	Amount
	WC943446	05/16/2023	COMMERCIAL FOR RECREATION CAMPAINING MAR-APR 2023	4,186.25
Check	05/18/2023	8446 Accounts Payable	EAST BAY LAWN MOWER	80.83
	Invoice	Date	Description	Amount
	38077	05/10/2023	FLEET SMALL EQUIPMENT SUPPLIES 5/10/23	80.83
Check	05/18/2023	8447 Accounts Payable	EMPLOYMENT DEVELOPMENT DEPT	1,356.00
	Invoice	Date	Description	Amount
	L0469538704	05/01/2023	UNEMPLOYMENT INSURANCE 01/01/23-03/31/23	1,356.00
Check	05/18/2023	8448 Accounts Payable	FEDEX	33.35
	Invoice	Date	Description	Amount
	811492108	04/28/2023	PACKAGE DELIVERY	33.35
Check	05/18/2023	8449 Accounts Payable	FRANK BONETTI PLUMBING INC	680.00
	Invoice	Date	Description	Amount
	45889	04/28/2023	SPORTSFIELD RESTROOM JET CLOGGED DRAIN 4/19/23	680.00
Check	05/18/2023	8450 Accounts Payable	FREMONT FORD	1,078.59
	Invoice	Date	Description	Amount
	214285	05/10/2023	FLEET PARTS-LAMP ASY AND COVER ASY	1,078.59
Check	05/18/2023	8451 Accounts Payable	GRAINGER	2,447.15
	Invoice	Date	Description	Amount
	9673728763	04/13/2023	SILIMAN SUPPLIES-BALBAST AND HAND DRYER	2,290.23
	9671994623	04/12/2023	SILLIMAN OCCUPANCY SENSOR	156.92
Check	05/18/2023	8452 Accounts Payable	PATRICIA HADDOCK	997.50
	Invoice	Date	Description	Amount
	05152023	05/15/2023	BUSINESS WRITING WEBINAR	997.50
Check	05/18/2023	8453 Accounts Payable	JOSEPH HUNTER	163.97
	Invoice	Date	Description	Amount
	0123-012723EXP	05/16/2023	FTO SCHOOL 01/23 - 01/27/23	83.97

	0313-031423EXP		05/16/2023	ICI CORE COURSE - 3/20 - 3/23/23	80.00
Check	05/18/2023	8454 Accounts Payable		ALONZO MADRID	4,080.00
	Invoice		Date	Description	Amount
	2313089-1		09/29/2022	WIRELESS MICROPHONES	4,080.00
Check	05/18/2023	8455 Accounts Payable		KATHLEEN RUSHING	325.00
	Invoice		Date	Description	Amount
	041723		05/16/2023	MUSIC/MOVEMENT SESSION FOR CHILD CARE 4/17/23	325.00
Check	05/18/2023	8456 Accounts Payable		BRIAN LEWIS	54.12
	Invoice		Date	Description	Amount
	051123EXP		05/11/2023	CLASS A RENEWAL 5/11/23	54.12
Check	05/18/2023	8457 Accounts Payable		LINCOLN AQUATICS	50.53
	Invoice		Date	Description	Amount
	D8811988		04/12/2023	POOL INFLATEABLES	50.53
Check	05/18/2023	8458 Accounts Payable		LUCAS COLOR CARD	722.02
	Invoice		Date	Description	Amount
	68598		04/17/2023	SILLIMAN MEMBERSHIP CARDS	722.02
Check	05/18/2023	8459 Accounts Payable		NATIONAL CINEMEDIA LLC	2,973.75
	Invoice		Date	Description	Amount
	INV-218658		04/28/2023	NOW HIRING ADS AT NEWARK/FREMONT THEATERS 4/7-5/4/23	2,973.75
Check	05/18/2023	8460 Accounts Payable		NATIONAL DATA & SURVEYING SERVICES,	3,045.00
	Invoice		Date	Description	Amount
	23-080020		04/27/2023	2023 CITYWIDE TRAFFIC SURVEY	3,045.00
Check	05/18/2023	8461 Accounts Payable		PAKPOUR CONSULTING GROUP, INC.	1,506.76
	Invoice		Date	Description	Amount
	4108		05/03/2023	ON-CALL CIVIL ENGINEERING PLAN REVIEW SERVICES (04/01-04/30/23)	1,506.76
Check	05/18/2023	8462 Accounts Payable		PEAK SOFTWARE SYSTEMS, INC	266.75
	Invoice		Date	Description	Amount
	025819		05/11/2023	COMPUTER SOFTWARE FEES	266.75
Check	05/18/2023	8463 Accounts Payable		PERFORMANCE PEST MANAGEMENT	906.00
	Invoice		Date	Description	Amount
	67779		03/28/2023	PEST SERVICES - SENIOR CENTER #102699 3/28/23	387.00
	67795		03/28/2023	PEST SERVICES - FIRE STATION #2 #102709 03/28/23	252.00
	68139		04/25/2023	PEST SERVICES - CITY HALL #102699 4/25/23	267.00
Check	05/18/2023	8464 Accounts Payable		QUADIENT LEASING USA, INC.	2,673.97
	Invoice		Date	Description	Amount
	N9919628		04/26/2023	POSTAL/FOLDING MACHINE LEASE YEAR 1 OF 5	2,673.97
Check	05/18/2023	8465 Accounts Payable		REYES COCA-COLA BOTTLING LLC.	725.10
	Invoice		Date	Description	Amount
	11581214712		05/12/2023	CAFE AND BIRTHDAY PARTY BEVERAGES	725.10
Check	05/18/2023	8466 Accounts Payable		SALVADOR SANDOVAL	542.46

	Invoice	Date	Description	Amount
	0402-040623EXP	05/16/2023	POST MANAGEMENT COURSE-MONTEREY 4/2 - 4/6/23	283.38
	0501-050423EXP	05/16/2023	POST MANAGEMENT COURSE-MONTEREY 5/1-5/4/23	259.08
Check	05/18/2023	8467 Accounts Payable	BRIAN SIMON	55.04
	Invoice	Date	Description	Amount
	0206-020923EXP	05/16/2023	POST MANAGEMENT COURSE-FOLSOM 2/8-2/9/23	55.04
Check	05/18/2023	8468 Accounts Payable	TEMPERATURE TECHNOLOGY INC.	410.00
	Invoice	Date	Description	Amount
	I2449	04/26/2023	PD HVAC REPAIR 04/26/23	410.00
Check	05/18/2023	8469 Accounts Payable	THE RADAR SHOP INC	744.00
	Invoice	Date	Description	Amount
	RS-12691	04/28/2023	LIDAR DEVICE REPAIR	744.00
Check	05/18/2023	8470 Accounts Payable	SHANNON TODD	1,630.23
	Invoice	Date	Description	Amount
	0411-041223EXP	05/16/2023	CRISIS NEGOTIATIONS TEAM LEADERSHIP-4/11-4/12/23	393.04
	0313-031623EXP	05/16/2023	BACKGROUND INVESTIGATION-GARDEN GROVE 03/13-03/16/23	1,237.19
Check	05/18/2023	8471 Accounts Payable	TOP GOLF USA, INC	1,669.25
	Invoice	Date	Description	Amount
	052623	04/25/2023	RECREATION DEPARTMENT ANNUAL RETREAT 2023	1,669.25
Check	05/18/2023	8472 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY	42,644.00
	Invoice	Date	Description	Amount
	513177	04/26/2023	JANITORIAL SERVICES-LIBRARY APRIL 2023	4,965.00
	2023-0401	04/26/2023	JANITORIAL SERVICES - CITYWIDE APRIL 2023	36,923.00
	514099	04/30/2023	JANITORIAL SERVICES - CITY HALL 4/26/23	756.00
Check	05/18/2023	8473 Accounts Payable	UTILITY TELECOM GROUP, LLC	19,228.28
	Invoice	Date	Description	Amount
	APRIL '23	04/16/2023	TELEPHONE & NETWORK PROVIDER - APRIL 2023	19,228.28
Check	05/18/2023	8474 Accounts Payable	VERIZON WIRELESS	10,469.29
	Invoice	Date	Description	Amount
	9932792916	04/18/2023	WIRELESS SERVICE - MAR 19 - APRIL 18, 2023	10,469.29
Check	05/18/2023	8475 Accounts Payable	WEX BANK	1,382.57
	Invoice	Date	Description	Amount
	89077716	05/06/2023	CHEVRON CC 05/06/23	1,382.57
Check	05/18/2023	8476 Accounts Payable	ORION SECURITY	1,101.05
	Invoice	Date	Description	Amount
	121602	05/13/2023	UNARMED, UNIFORMED SECURITY OFFICER 5/8/23 - 5/11/23	1,101.05

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 45 $168,475.96

Checks: 45 $168,475.96

STAFF REPORT

Item D. 2.

DATE	06/08/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Approval of May 25, 2023 minutes

Attachments

Minutes

Draft

Thursday, May 25, 2023
7:00 P.M.

A. ROLL CALL

Mayor Hannon called the meeting to order at 7:00 p.m. Vice Mayor Collazo, Council Members Bucci, Freitas, and Jorgens were present.

B. PRESENTATIONS

Mayor Hannon introduced Dr. Penelope DeLeon who was recently selected as the Superintendent for the Newark Unified School District.

1. Commendation for Stephanie Schubert Newark Teacher of the Year

Mayor Hannon presented a commendation to Stephanie Schubert for her Teacher of the Year achievement.

C. PUBLIC COMMENT

No one requested to speak.

D. CONSENT CALENDAR

Vice Mayor Collazo moved, Council Member Freitas seconded, to approve Consent Calendar Items D.1 through D6, that the resolutions and ordinances be numbered consecutively, and that reading of the titles suffice for adoption. The motion passed, 5 AYES.

1. Approval of Audited Demands

2. Approval of May 11, 2023 minutes

3. Waive full reading, conduct second reading by title only, and adoption of an ordinance amending Chapter 15.04, General Provisions, and Chapter 15.44, Green Building and Construction and Waste Debris Recycling, of the Newark Municipal Code to align with State requirements
Ordinance No. 540

4. Waive full reading, conduct second reading by title only, and adoption of an ordinance re-adopting Chapter 2.50, “Military Equipment Use Policy”, to the Newark Municipal Code
Ordinance No. 541

5. Adopt a resolution approving amendments to the Contractual Services Agreements with Bear Electrical Solutions, Inc. and Cal West Lighting & Signal Maintenance for additional traffic signal and street light maintenance services and amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan
Resolution No. 11504
Contract No. 20043 Bear
Contract No. 20041 Cal West

6. Adopt a resolution accepting the subdivision improvements for Tract 8462 – Pomegranate, a 21-unit residential subdivision located at 6179 Robertson Avenue
Resolution No. 11505

E. PUBLIC HEARINGS

1. Hearing to consider property owners' objections to the 2023 Weed Abatement Program and instruction to the Superintendent of Streets to abate the public nuisances
Motion approved

City Manager Benoun gave the staff report recommending approval.

Mayor Hannon opened the public hearing at 7:16 p.m.

Rose Kane requested that the weed abatement procedures not harm the wildlife on the lot at Willow Street and Enterprise Drive.

Mayor Hannon requested that staff follow up with Ms. Kane.

Mayor Hannon closed the public hearing at 7: 22 p.m.

Council Member Bucci moved, Vice Mayor Collazo seconded, to act upon any objections by property owners to the 2023 Weed Abatement Program, and instruct the Superintendent of Streets to abate the public nuisances. The motion passed, 5 AYES.

2. Public Hearing to consider adopting an ordinance establishing a Planned Development Overlay District and adopting a resolution approving a Planned Development Plan, Design Review, a Minor Use Permit, and a Vesting Tentative Map, and adoption of a Mitigated Negative Declaration supported by an Initial Study in accordance with the California Environmental Quality Act for a 118-unit residential development located at 38288-38594 Cedar Boulevard (APNs 92A-2375-002-06, 92A-2375-022-01)
Resolution No. 11506
Ordinance Introduced

Senior Planner Lopez gave the staff report recommending approval. Presentation on file with City Clerk.

Dominic Boitano, Robson Homes Project Manager gave a presentation. Presentation on file with City Clerk.

The City Council asked questions about the enhancements to the crosswalk, the sound wall appearance and height, and the bike lane.

Mayor Hannon opened the public hearing at 7:55 p.m.

There was no public testimony.

Mayor Hannon closed the public hearing at 7:56 p.m.

Council Member Bucci suggested that if a project takes more than 2 years to be presented to the City Council after the community meeting, then another community meeting should be held.

Council Member Jorgens moved, Council Member Freitas seconded, to adopt a resolution approving P2021-002, a Planned Development Plan, Design Review, A Minor Use Permit, and a Vesting Tentative Map and adopting a Mitigated Negative Declaration supported by an Initial Study in accordance with the California Environmental Quality Act for a 118-unit residential development located at 38288-38594 Cedar Boulevard (APNs 92A-2375-002-06, 92A-2375-022-01) and to waive the full reading and introduce an ordinance establishing a Planned Development Overlay District At 38288-38594 Cedar Boulevard (APNS 92A-2375-002-06, 92A-2375-022-01). The motion passed, 5 AYES.

F. OTHER BUSINESS

1. Adopt a resolution authorizing the City Manager to execute a Contractual Services Agreement with RHAA Landscape Architecture & Design for the update of the 2017 Citywide Parks Master Plan and approving an amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan for FY 2023
Resolution No. 11507
Contract No. 23029

Administrative Analyst Gonzalez gave the staff report recommending approval. Presentation on file with City Clerk.

Council Member Bucci requested that the Newark Bucks funding exercise be used again for the public meetings.

Council Member Bucci moved, Vice Mayor Collazo seconded, to adopt a resolution authorizing the City Manager to execute a contractual services agreement with RHAA Landscape Architecture & Planning and Authorizing an Amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2023 to provide funding for the citywide parks master plan update. The motion passed, 5 AYES.

2. Adopt a resolution approving an exception to the 180-day wait period for the post-retirement employment of Joella Kapu as an extra-help rehired annuitant Public Safety Dispatcher
Resolution No. 11508

Human Resources Director Solito gave the staff report recommending approval.

Council Member Freitas moved, Council Member Bucci seconded, to adopt a resolution approving an exception to the 180 day wait period for the post-retirement employment of Joella Kapu as an extra-help rehired annuitant dispatcher. The motion passed, 5 AYES.

G. CITY COUNCIL MATTERS

Council Member Jorgens stated that he attended the Newark Memorial High School (NMHS) Senior Awards Night and congratulated the Class of 2023. He announced that his brothers, Tyler and Scott, were each named Coaches of the Year for NMHS.

Council Member Bucci thanked City staff for their help for the Community Swearing-In of Supervisor Elisa Márquez. He congratulated Teacher of the Year Stephanie Schubert.

Vice Mayor Collazo stated it was Memorial Day weekend and honored those who had fallen in service to the country. She stated that Bear Bitez was listed as a top burger restaurant and looked forward to trying it. Shop Newark

Mayor Hannon congratulated Betty Gentry Dance Group for the 60th dance review. He announced that Fitch Ratings has reaffirmed that the city's financial outlook is stable and reissued an AA+ credit rating. He congratulated Finance Director Lee and her staff. In honor of Memorial Day, he read a poem by William T. Elliot on the Vietnam War.

City Manager Benoun stated that the Broadband Master Plan survey would be available online for the public to fill out over the next 6 weeks and community meetings would be held.

H. CLOSED SESSION

1. Closed Session pursuant to Government Code Section 54957, Public Employee Performance Evaluation, Title: City Manager

At 8:24 p.m. the City Council recessed to a closed session.

At 8:42 p.m. the City Council convened in closed session.

At 10:02 p.m. the City Council reconvened in open session with all Council Members present.

I. ADJOURNMENT

Mayor Hannon adjourned the meeting at 10:02 p.m.

Sheila Harrington, City Clerk

STAFF REPORT

Item D. 3.

DATE	06/08/2023
TO	Honorable Mayor and City Council Members
FROM	Carmelisa Lopez, Senior Planner
SUBJECT	Waive full reading, conduct second reading by title only, and adopt an ordinance establishing a Planned Development Overlay District at 38288-38594 Cedar Boulevard

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Robson Homes LLC (the “Applicant”), filed with the City of Newark an application for a Planned Development Overlay District, a Planned Development Plan, Design Review, a Minor Use Permit, and a Vesting Tentative Map to construct a 118-unit residential development comprised of single-family residences and two-unit attached townhouses (duets) on a 7.76-acre site located at 38288-38594 Cedar Boulevard (APNs 92A-2375-002-06, 92A-2375-022-01).

An ordinance establishing a Planned Development Overlay District at 38288 - 38594 Cedar Boulevard was introduced at the May 25, 2023, City Council meeting. A second reading of the ordinance is required prior to adoption.

Attachments

Ordinance

Exhibit A

Exhibit D

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING A PLANNED DEVELOPMENT OVERLAY DISTRICT AT 38288-38594 CEDAR BOULEVARD (APNS 92A-2375-002-06, 92A-2375-022-01)

WHEREAS, Robson Homes LLC (the "Applicant"), has filed with the City of Newark an application for a Planned Development Overlay District, a Planned Development Plan, Design Review, a Minor Use Permit, and a Vesting Tentative Map to construct a 118-unit residential development comprised of single-family residences and two-unit attached townhouses (duets) on a 7.76-acre site located at 38288-38594 Cedar Boulevard (APNs 92A-2375-002-06, 92A-2375-022-01) (the "Property") (the "Project" as illustrated in **Exhibit D**); and

WHEREAS, the Applicant proposes to demolish the existing buildings and site improvements; and

WHEREAS, the Property is a 7.76-acre property consisting of four legal lots that has a General Plan Land Use designation of Medium Density Residential and is currently zoned RM Residential Medium Density ("RM"); and

WHEREAS, the Applicant requests a Planned Development Overlay District and Planned Development Plan because the proposed project deviates from some of the RM zoning district development standards and parking standards in NMC Section 17.07.030 and NMC Chapter 17.23, respectively; and

WHEREAS, pursuant to and in accordance with the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000 et seq) herein referred to as "CEQA"), the State of California Guidelines for the Implementation of the California Environmental Quality Act (commencing with Section 15000 of Title 14 of the California Code of Regulations; herein referred to as the "CEQA Guidelines"), the City is the "lead agency" for the preparation and consideration of environmental documents for the Project; and

WHEREAS, staff retained the services of M-Group to prepare an Initial Study ("IS") for the project in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15063. The IS examined the nature and extent of potentially adverse effects on the environment that could occur if the project is approved and implemented; and

WHEREAS, staff has reviewed the IS for the project and based upon substantial evidence in the record, find that all potentially significant effects of the project, as identified in the IS, can and will be avoided or mitigated to a less than significant level by project revisions or other requirements imposed on the project; and

WHEREAS, based on the review and pursuant to Public Resources Code Section 21080(c)(2) and CEQA Guidelines Section 15070, the City has prepared a Mitigated Negative Declaration ("MND") for the Project. An MND is a statement by the City that the project will not have a significant effect on the environment if the project incorporates revisions (mitigation

measures) identified during the environmental review; and

WHEREAS, when an IS/MND is submitted to the State Clearinghouse for review by state agencies, CEQA requires a minimum review period of 30 days to circulate an MND for public review. The IS/MND was available for public review from December 21, 2022 through January 20, 2023 on the State Clearinghouse's website, the City's website, and City Hall and a Notice of Intent (NOI) to adopt an MND was filed on December 21, 2022 to the Alameda County Clerk. Additionally, per CEQWA Guidelines §15072(b)(3), notices were mailed to property owners within a 500' radius of the project site on April 11, 2023 and the IS/MND was made available for their review through May 1, 2023; and

WHEREAS, the City received comments from the California Department of Transportation ("Caltrans") on the IS/MND during the public review period of the IS/MND. Pursuant to CEQA Guidelines Section 15074, the City reviewed and considered all comments received on the IS/MND; and

WHEREAS, the Planning Commission held a duly noticed public hearing on March 14, 2023, and after fully considering the Project, entitlements, staff report, findings of fact, conditions of approval, public comments, and all other testimony and evidence presented at the public hearing, recommended City Council approval of the Project and adoption of the MND supported by an IS in accordance with CEQA; and

WHEREAS, pursuant to NMC Section 17.31.060, a public hearing notice was published in the Tri City Voice on April 25, 2023 and mailed as required, and the City Council held a duly noticed public hearing at which time all interested parties had an opportunity to be heard on the Project at 7:00 p.m. on May 25, 2023.

NOW, THEREFORE, the City Council of the City of Newark does ordain as follows:

Section 1: That the foregoing recitals are true and correct and hereby made part of this Ordinance.

Section 2: The City Council of the City of Newark does hereby find, based on the IS for the project and substantial evidence in the record, and declare that all potentially significant effects on the environment of the zoning map amendment embodied in this ordinance can and will be avoided or mitigated to a less than significant level by project revisions or other requirements imposed on the Project. Based on the review and pursuant to Public Resources Code Section 21080(c)(2) and CEQA Guidelines Section 15070, the City has prepared an MND for the Project, a statement by the City that the project will not have a significant effect on the environment if the project incorporates revisions (mitigation measures) identified during the environmental review. The IS/MND was available for public review from December 21, 2022 through January 20, 2023 on the State Clearinghouse's website, the City's website, and City Hall, and on December 21, 2022, the City filed a Notice of Intent ("NOI") to adopt an MND to the Alameda County Clerk.

Section 3: Pursuant to NMC Section 17.39.070 and Section 17.39.080, the City Council of the City of Newark does hereby find the following criteria satisfied:

A. The amendment is consistent with the general plan.

The amendment will allow for a 118-unit residential development consisting of single-family residences and two-unit attached townhouses (duets) and associated onsite and offsite improvements. The Project will have a proposed density of 21 units per net acre which is within the 14 to 30 units per net acre density envisioned for the General Plan Medium Density Residential Land Use Designation. The Project is consistent with all applicable General Plan goals, policies, and actions as described in **Exhibit A**.

B. Any change in district boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the general plan, and to increase the inventory of land within a given zoning district.

The proposed project does not propose a change in district boundaries, and therefore, this criterion is not applicable.

C. The amendment will promote the growth of the city in an orderly manner and to promote and protect the public health, safety, peace, comfort, and general welfare.

The zoning for the Project Site and properties north of Cedar Boulevard were rezoned to Residential Medium Density in the mid-2010's to facilitate the conversion of the uses on these properties to residential. Since the zoning amendment was adopted, medium-density residential developments have been approved and constructed northwest of the project site along Cedar Boulevard known as Cedar Townhomes. With the exception of a few properties with existing commercial uses along Cedar Boulevard and a school and church use across from Cedar Boulevard, the project site is generally surrounded by residential uses. The Project will promote the transition from commercial to residential uses envisioned for this area. The Project also demonstrates high-quality design standards that will enhance the site and surrounding area. Therefore, the amendment will promote the growth of the city in an orderly manner and promote and protect the public health, safety, peace, comfort, and general welfare.

Section 4: Pursuant to NMC Chapter 17.12, Section 17.39.070, and Section 17.39.080, the City Council of the City of Newark hereby makes and adopts the findings required by NMC Section 17.12.060 presented in the Resolution of the City Council of the City of Newark for approval of P2021-002, approving a Planned Development Plan, Design Review, a Minor Use Permit, and a Vesting Tentative Map and adoption of a Mitigated Negative Declaration supported by an Initial Study in accordance with the CEQA for a 118-unit residential development comprised of single-family residences and two-unit attached townhouses (duets) on a 7.76-acre site located at 38288-38594 Cedar Boulevard (APNs 92A-2375-002-06, 92A-2375-022-01).

Section 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Newark hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof is declared invalid or unenforceable.

Section 6: This ordinance shall take effect thirty (30) days from the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance shall be published in The Tri-City Voice, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.

The foregoing ordinance was introduced and read before the City Council of the City of Newark by _____ at the regular meeting of the City Council of the City of Newark held on _____.

This ordinance was read at the regular meeting of the City Council held on _____. _____ moved that it be adopted and passed, which motion was duly seconded, and said ordinance was passed and adopted.

Exhibit A

FINDINGS OF FACT

P2021-002
38288-38594 Cedar Boulevard
Alameda County Assessor's Parcel Numbers 92A-2375-002-06 and 92A-2375-022-01

Planned Development Overlay District (Newark Municipal Code [NMC] Chapter 17.12)

The project's zoning deviations from the RM Residential Medium Density zoning district development standards in NMC Table 17.07.030 and parking standards in NMC Chapter 17.23 are as follows:

Table 1. Zoning Deviations		
	Required	***Proposed***
Development Standards for Residential Districts (NMC Table 17.07.030)		
Minimum Lot Size	6,000 sq. ft.	1,391 sq. ft.
Minimum Lot Width	60 ft.	21 ft.
Minimum Lot Depth	100 ft.	45 ft.
Minimum Setbacks		
Front	20 ft.	3 ft.
Interior Side	5 ft.	3 ft.
Street Side	10 ft.	3 ft.
Rear Side	20 ft.	3 ft.
Minimum Distance Between Structures	10 ft.	6 ft.
Maximum Lot Coverage	55 % of lot	70%
Minimum Landscaping	25% of lot	16%
Private Open Space	Uncovered areas only	Covered decks included
Parking Standards (NMC Chapter 17.23)		
Parallel Parking Space Dimensions	9 ft. x 19 ft.	8 ft. x 22 ft.
Minimum Parking Drive Aisle Width for 90° (Head-In) Parking Spaces	25 ft.	20 ft.

A Planned Development (PD) plan and zoning amendment shall only be approved if the findings in NMC §17.12.060 can be made.

A. The proposed development is consistent with the general plan and any applicable specific plan, including the density and intensity limitations that apply.

The proposed development is consistent with the General Plan. The Project will have a proposed density of 21 units per net acre which is within the 14 to 30 units per net acre density envisioned for the General Plan Medium Density Residential Land Use Designation. The

Project is consistent with many of Newark's General Plan goals, policies, and actions including, but not limited to:

Policy LU-1.10 Vacant and Underutilized Sites – Encourage the development of Newark's remaining vacant and underutilized sites for their highest and best use, consistent with the designations shown on the General Plan Diagram. Future growth in the city should generally be directed to the areas identified in this General Plan. The Project proposes the envisioned land use and density for the Medium Density Residential General Plan land use designation, the land use designation for this property.

Policy LU-1.16 Planned Unit Development – Use the planned unit development approach or form based zoning codes to accommodate attractive, creative development on sites where traditional zoning standards do not achieve the best design solution. The deviations to the zoning regulations requested provides greater flexibility in the design of the development and promotes creativity in building design and innovation in development concepts. With the requested -PD overlay district, the development will result in 118 high-quality single-family residences and two-unit attached townhouses (duets).

Policy LU-2.7 Design Guidelines – Maintain design guidelines and a design review process that applies to building and site design throughout the city. The Project requires a Design Review entitlement and conforms with the required findings in NMC §17.34.060.

Policy LU-4.12 Fences and Gates – Ensure that fences, gates, railings, walls, and other site elements intended to provide safety, security, and privacy are designed to be compatible with each other, with adjacent structures, and with the neighborhood context. Fence, wall, or hedge designs which obscure lines of sight for motorists, or create potential conflicts between pedestrians and cars, should be avoided. The proposed fences, walls, and other site elements are designed to complement the building and site design and blend harmoniously with the neighborhood context.

Policy T-2.2 Pedestrian Facilities – Work to close gaps in the pedestrian network and improve sidewalk connectivity between residential and commercial areas. Develop curbs, gutters, sidewalks on all remaining Newark streets not yet fully improved to encourage safe, convenient pedestrian travel. The proposed subdivision will dedicate approximately 5,085 sq. ft. of the site's frontage to the City's public-right-way that will contribute towards public improvements and help close the pedestrian network gap on Cedar Boulevard between Smith Avenue and Moores Avenue. The Project will also include a sidewalk extension across the adjacent public storage property to the northwest of the project site to connect to the sidewalk in front of the adjacent residential development northwest of the public storage property.

Action T-5.A Traffic Study Requirements – Require traffic studies for major new developments to determine projected impacts on the transportation system, and the measures required to maintain adopted levels of service (LOS). The Traffic Impact Assessment prepared for the Project (see the appendices in Exhibit E) concluded that traffic generated by the Project will not cause an increase in vehicle miles traveled that will exceed applicable thresholds. The assessment also recommended coordination with the City to determine if a traffic signal should

be installed at the intersection of Cedar Boulevard and Smith Avenue, a southbound left-turn pocket at the intersection of Cedar Boulevard and Mowry Avenue should be extended, and if a left turn median refuge along Cedar Boulevard in front of the Project site should be installed. The Applicant has discussed these improvements with the City and included them as part of the Project.

Action EH-4.J Phase I Assessments – Require a Phase I Environmental Site Assessment (ESA) when a property is changed from an existing use to a more sensitive use (for example, industrial to residential). If potential hazardous materials issues are identified, ensure they are investigated and that sites are cleaned to regulatory agency standards prior to development. A Phase I ESA was prepared for the Project (see the appendices in Exhibit E) was used to prepare the environmental hazards analysis in the IS/MND for the project. As conditioned, the Project will be cleaned to regulatory agency standards prior to the grading permit stage.

Policy EH-7.4 Residential Noise Standard – Exterior – Plan for and implement strategies to maintain exterior noise levels that are consistent with the noise compatibility guidelines in Table EH-2. For residential areas, this limit is 60 dBA Ldn for outdoor living areas. Where this level is exceeded due to freeways, arterials, and/or railroads, the construction of berms, walls, buffer zones, and other noise-reduction measures to reduce noise to the greatest extent feasible will be required. The proposed 18-foot-tall masonry sound wall along the rear property line that will wrap around the northwestern and southwestern boundaries will reduce exterior noise levels up to 65 dB, which is the extent feasible due to the adjacent freeway.

Action HW-1.F Health Risk Assessments – Require submittal of a Health Risk Assessment (HRA) for applicants proposing major development or redevelopment within 1,000 feet of the I-880 or SR 84 freeways. For projects where the incremental cancer risk exceeds ten in one million, PM2.5 concentrations exceed 0.3 µg/m3, or the appropriate non-cancer hazard index exceeds 1.0, the HRA shall identify mitigation measures capable of reducing potential risks to acceptable levels. A health risk assessment was prepared for the Project (see the appendices in Exhibit E) was used to prepare the applicable analysis in the IS/MND for the project. As conditioned and with the implementation of the mitigation measures in the MMRP (see Exhibit F), the Project will reduce potential risks to acceptable levels for residential use.

2015 Housing Element Update Housing Priority #2 – Assist in the development of housing opportunities and accessibility for all economic levels in the City. The Project will create118 market-rate residential units. The Applicant will also pay the Affordable Housing Impact Fee for the Project at building permit issuance which will go into the Affordable Housing Impact Fee that will be used to fund the City's affordable housing initiatives and programs.

Based on this analysis, this finding can be made in the affirmative.

B. *Adequate transportation facilities and public services exist or will be provided in accord with the conditions of development plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare.*

Adequate transportation facilities and public services will be provided, and the approval of the Project will not result in a reduction of traffic levels of service or public services that will be detrimental to public health, safety, or welfare. Access to the proposed 118 units will be provided via two driveways from Cedar Boulevard and private streets within the project site. The private streets and courts will provide direct access to the two-car garages on the ground level of each unit. The Project will include a total of 294 parking spaces. Each residence will include two garage parking spaces for a total of 236 residential parking spaces. The remaining 58 parking spaces will be for guests. The guest parking spaces will be parallel and head-in parking spaces on the private streets and a parking area at the rear of the project site.

The Project also includes several on- and offsite improvements including a new traffic signal at the Cedar Boulevard and Smith Avenue intersection, a left turn queue lane extension at the corner of Cedar Boulevard and Mowry Avenue, traffic median improvements on Cedar Boulevard, undergrounding of utilities along Cedar Boulevard including tie-ins for storm, sewer, and water, relocation of certain street lights, fire hydrants, and other on-site utilities, and a sidewalk extension across the adjacent public storage property to the northwest. A new bus shelter along the Cedar Boulevard frontage is also proposed to serve bus routes along Cedar Boulevard.

This finding can be made in the affirmative.

C. *The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area.*

The Project will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area. The zoning for this site and properties north of Cedar Boulevard were rezoned to Residential Medium Density in the mid-2010's to facilitate the conversion of the uses on these properties to residential. Since the zoning amendment was adopted, medium-density residential development has been approved and constructed northwest of the project site along Cedar Boulevard known as Cedar Townhomes. An existing single-family residential neighborhood is also located across from Cedar Boulevard and within the greater project vicinity. With the exception of a few properties with existing commercial uses along Cedar Boulevard and a school and church use across from Cedar Boulevard, the project site is generally surrounded by residential uses.

D. *The development generally complies with applicable adopted design guidelines.*

The overall design of the Project including its scale, massing, site plan, exterior design, landscaping, and open space areas enhances the appearance and features of the project site and its immediate surrounding. The Project promotes high-quality design and well-crafted and maintained buildings. The landscaping is compatible with and enhances the architectural character and features of the homes and helps relate the structures to the surrounding landscape. Project details, materials, and landscaping are designed to be internally consistent, fully integrated with one another, and used in a manner that is visually consistent with the

architectural design as well as the intended character of the area. The Project's compliance with the required Design Review findings are further discussed in the next section. This finding can be made in the affirmative.

E. *The proposed development is demonstratively superior to the development that could occur under the standards applicable to the underlying base district, and will achieve superior community design, environmental preservation and/or substantial public benefit.*

The project site is zoned Residential Medium Density. The Project will be classified as attached and detached dwellings uses which are permitted in this zoning district. The proposed density of 21 units per net acre is also within the required density of 14 to 30 units per net acre. The deviations to the zoning regulations requested will allow the development standards to be crafted to respond to site conditions and provide for greater flexibility in the design of the developments than is otherwise possible through the strict application of zoning district regulations. It will also promote creativity in building design and innovation in development concepts. With the requested -PD overlay district, the development will result in 118 high-quality single-family residences and two-unit attached townhouses (duets) which is superior to the development that could otherwise occur under the standards applicable to the underlying zoning district. This finding can be made in the affirmative.

Design Review (NMC §17.34.060)

When conducting design review, the project shall be evaluated to ensure it satisfies the criteria below to the extent applicable.

A. *The overall design of the project including its scale, massing, site plan, exterior design, and landscaping will enhance the appearance and features of the project site and surrounding natural and built environment.*

The overall design will enhance the appearance of the project site and surrounding environment. The proposed architectural design is a contemporary translation of early California architecture, developed as a combination of traditional New England and Spanish styles. The proposed floor plans and elevations will provide a variety of massing, wall breaks, colors, and materials. The proposed buildings will include various materials and colors that will enhance the building facades and highlight various architectural features. Enhanced side elevations are also proposed on various buildings adjacent to entrances to the neighborhood, open space areas, and facing I-880.

The proposed landscaping and common open space areas will also complement the buildings and enhance the project site and surrounding natural and built environment. The common open space areas will include various amenities such as play structures, benches, and pedestrian bridges over bioretention areas. The landscaping for the Project will feature a diverse palette of trees, shrubs, and ground cover. Planting pockets with accent plantings are proposed along the sidewalks and walkways within the site.

This finding can be made in the affirmative.

B. *The project design is appropriate to the function of the project and will provide an attractive and comfortable environment for occupants, visitors, and the general community.*

The proposed homes will be three stories with habitable floor areas ranging from 1,961 to 2,589 square feet (sq. ft.). The project proposes a village concept with homes staggered and set back from each other to provide visual relief and landscape opportunities. The proposed floor plans and elevations will provide a variety of massing, wall breaks, colors, and materials. Pockets of open space areas are proposed throughout the site and will include various amenities such as play structures and benches for the enjoyment of the future residents and guests. The project site will also feature extensive use of internal paseos and walkways to facilitate internal pedestrian circulation and connections to open space areas and streets. Further, the proposed streetscape along Cedar Boulevard will enhance Cedar Boulevard with large landscape areas, street trees, a low wall to maintain a clear distinction between the public and private realm, and a meandering sidewalk to match the meandering sidewalks in front of the residential development northwest of the project site. This finding can be made in the affirmative.

C. *Project details, materials, signage and landscaping, are internally consistent, fully integrated with one another, and used in a manner that is visually consistent with the proposed architectural design.*

The homes will include attractive and high-quality colors and materials such as stucco, board and batten, brick and a white, brown, green, and red color palette. As mentioned, the homes will be staggered and set back from each other to provide visual relief and landscape opportunities. The proposed landscaping will complement the homes and be fully integrated with the overall design of the project. This finding can be made in the affirmative.

D. *The design of streetscapes, including street trees, lighting, and pedestrian furniture, is consistent with the intended character of the area.*

The proposed design of the streetscape will be consistent with the intended character of the area. The proposed streetscape along Cedar Boulevard will include large landscape areas, street trees, streetlights, a low wall to maintain a clear distinction between the public and private realm, and a meandering sidewalk to match the meandering sidewalks in front of the residential development northwest of the project site. The Project will also include a bus shelter along the Cedar Boulevard frontage and a sidewalk extension across the adjacent public storage property to the northwest of the project site to connect to the sidewalk in front of the adjacent residential development northwest of the public storage property. Further, the Project will also include offsite improvements that will enhance and be compatible with the character of the area such as traffic signal and crosswalk improvements at the Cedar Boulevard and Smith Avenue intersection and traffic median improvements in front of the project site on Cedar Boulevard. These streetscape improvements will adhere to the City's streetscape standards. This finding can be made in the affirmative.

E. *Parking areas are designed and developed to buffer surrounding land uses; compliment pedestrian-oriented development; enhance the environmental quality of the site, including*

minimizing stormwater run-off and the heat-island effect; and achieve a safe, efficient, and harmonious development.

The City's off-street parking requirement will be satisfied by the provision of a two-car garage for each unit for a total of 236 residential parking spaces. A total of 58 guest parking spaces will also be provided on the private streets and a parking area at the rear of the project site. The parking spaces will be accessed via two driveways on Cedar Boulevard and the private streets and courts throughout the project site. Pedestrian circulation will be achieved via sidewalks and interconnected pathways throughout the project site.

Landscaping along the site perimeter and throughout the site and accent plantings along the sidewalks and walkways within the site will screen the parking areas from Cedar Boulevard and help reduce the heat island effect and stormwater run-off. Bioretention areas will also be installed within common open space areas to minimize stormwater run-off.

This finding can be made in the affirmative.

F. *Lighting and lighting fixtures are designed to complement buildings, be of appropriate scale, provide adequate light over walkways and parking areas to create a sense of pedestrian safety, and avoid creating glare.*

The Project will include exterior wall-mounted lighting on the ground level of the proposed residences and streetlights along Cedar Boulevard, proposed Street A, and the proposed parking area at the rear of the project site. The proposed lighting will provide adequate light at building entrances and over walkways and parking areas to ensure pedestrian safety. The Project is conditioned to require all exterior lighting to not create glare off-site and comply with all applicable regulations in NMC §17.17.060. This finding can be made in the affirmative.

G. *Landscaping is designed to be compatible with and enhance the architectural character and features of the buildings on site, and help relate the building to the surrounding landscape.*

The Project will include landscaping around the site boundaries, open common space areas, and along the sidewalks and walkways throughout the site. The proposed landscaping will enhance the pedestrian experience as they travel throughout the site as well as pedestrians walking on the sidewalks along the Project's street frontage. The diverse landscaping palette will be compatible with the proposed architectural design which will allow them to relate to the surrounding landscape. The Project will be required to conform to all state and local landscaping and water conservation standards. This finding can be made in the affirmative.

Minor Use Permit for Additional Wall Height (NMC Section 17.17.040)

Fences, walls, hedges, and related structures are limited to a maximum of six feet when located outside of the front yard or four feet of a street side lot line. A wall height greater than six feet may be approved with a Minor Use Permit if in in compliance with the following:

A. *The additional fence height will not impair the provision of adequate light, air, circulation, and visual openness around adjacent residential structures.*

An 18-foot-tall masonry sound wall with plant pockets for vines is proposed along the rear property line and will wrap around the northwestern and southwestern boundaries, stepping down from a height of 18 to 10 feet from the rear to the front of the property. The proposed wall will be required to meet General Plan Policy EH-7.4 which requires the noise levels in residential areas to be limited to 60 decibels (dB), or to the greatest extent feasible when levels are exceeded due to freeways and other noise-reduction measures. The proposed wall will reduce exterior noise levels up to 65 dB. While the additional height may block natural light, the proposed wall will reduce noise from and screen the adjacent highway (I-88) which will be a greater benefit to the future residents. Based on this analysis, this finding can be made in the affirmative.

B. *The additional fence height will not detract from the overall appearance of the neighborhood.*

The 18-foot-tall section of the sound wall will be located at the rear of the property. It will abut I-880 and match the existing walls along the I-880 corridor. The height of the proposed sound wall will step down along the side property lines from the rear to the front of the property to a height typical for side yards on residential properties. The proposed streetscape along Cedar Boulevard will also include large landscape areas, street trees, a low wall in front of the residences, and a meandering sidewalk. Therefore, the additional height for the proposed sound wall will not detract from the overall appearance of the neighborhood. This finding can be made in the affirmative.

C. *The additional fence height is not detrimental to the health, safety, and welfare of people living in the neighborhood.*

The additional height for the proposed wall will be a sound barrier for the people living in the neighborhood, reducing exterior noise levels to the extent feasible. The additional height will not be detrimental to the health, safety, and welfare of people living in the neighborhood. This finding can be made in the affirmative.

<u>Vesting Tentative Map (California Government Code §66474)</u>

A legislative body of a city or county shall deny approval of a tentative map if it makes any of the following findings:

A. *That the proposed map is not consistent with applicable general and specific plans as specified in Government Code §65451.*

The General Plan includes numerous goals and policies pertaining to land use and design, growth management, circulation, community facilities and utilities, open space and conservation, health, safety, and noise. The proposed vesting tentative tract map is required to abide by all applicable goals and policies included in the adopted General Plan. Generally, the proposed tentative tract map is consistent with the General Plan in that the property is

developed by street and parcel improvements in conformance with applicable goals and policies. This finding can be made in the negative.

B. *That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.*

The proposed subdivision meets the density requirement of 14 to 30 units per net acre specified for the RM Residential Medium Density zoning district and the Medium Density Residential General Plan land use designation. The proposed map and improvements will be constructed per Planned Development (PD) Plan (provided in **Exhibit C**) and satisfy the conditions of approval included in this resolution (provided in **Exhibit B**). Further, the proposed map will dedicate approximately 5,085 sq. ft. of the site's frontage to the City's public-right-way. This five-foot-wide street dedication will contribute towards public improvements and help close the pedestrian network gap on Cedar Boulevard between Smith Avenue and Moores Avenue. Therefore, the proposed design or improvement of the proposed subdivision is consistent with the General Plan. This finding can be made in the negative.

C. *That the site is not physically suitable for the type of development.*

The project site is a rectangular property consisting of four legal lots bounded by a personal storage facility to the northwest, I-880 to the northeast, an Alameda County Flood Control & Water Conservation District (ACFCD) channel to the southeast, and Cedar Boulevard to the southwest. The site is generally flat and currently contains several commercial buildings used by automobile repair and parts supply shops, a large metal storage shed for parking of trailers and campers, and paved areas for circulation, parking, and storage. The site is surrounded primarily by residential uses and some commercial, industrial, church, school, and uses.

Based on the technical studies prepared for the Project (provided as appendices attached to **Exhibit D**), the site is physically suitable for the proposed residential development as conditioned and with the implementation of the mitigation measures in the Mitigation Monitoring & Reporting Program (see **Exhibit E**).

This finding can be made in the negative.

D. *That the site is not physically suitable for the proposed density of development.*

The proposed subdivision meets the density requirement of 14 to 30 units per net acre specified for the RM Residential Medium Density zoning district and the Medium Density Residential General Plan land use designation. Therefore, this finding can be made in the negative.

E. *That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

Staff retained the consultant services of M-Group to prepare an Initial Study (IS) for the Project in accordance with the CEQA Guidelines §15063 (see **Exhibit D**). The IS examined the nature and extent of potentially adverse effects on the environment that could occur if the Project is

approved and implemented. Staff reviewed the IS and based upon substantial evidence in the record, find that all potentially significant effects of the project, as identified in the IS, can and will be avoided or mitigated to a less than significant level by project revisions or other requirements imposed on the project. Based on the review and pursuant to Public Resources Code Section 21080(c)(2) and CEQA Guidelines Section 15070, the City prepared a Mitigated Negative Declaration (MND) for the Project. An MND is a statement by the City that the Project will not have a significant effect on the environment if the Project incorporates revisions (mitigation measures) identified during the environmental review. The Mitigation Monitoring and Reporting Program (MMRP) is provided as **Exhibit E**. Therefore, as conditioned, the design of the tentative tract map and the proposed improvements are not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat. This finding can be made in the negative.

F. *That the design of the subdivision or type of improvements is likely to cause serious public health problems.*

The Alameda County Fire Department (ACFD), Building Inspection Division, Engineering Division, Planning Division, and Police Department have reviewed the proposed map. Outside agencies that may be affected by the proposed development have also reviewed the proposed map. The applicant has incorporated the recommendations from each department, division, and agency as part of the project design. The Project includes condition of approval that must be addressed at various stages of the project. Therefore, the map is consistent with all applicable provisions of the City's Subdivision Ordinance, the Subdivision Map Act, the California Fire Code, the California Building Code, and generally, applicable development standards of the Zoning Code, unless otherwise stated in the PD Plan (**Exhibit C**). This finding can be made in the negative.

G. *That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.*

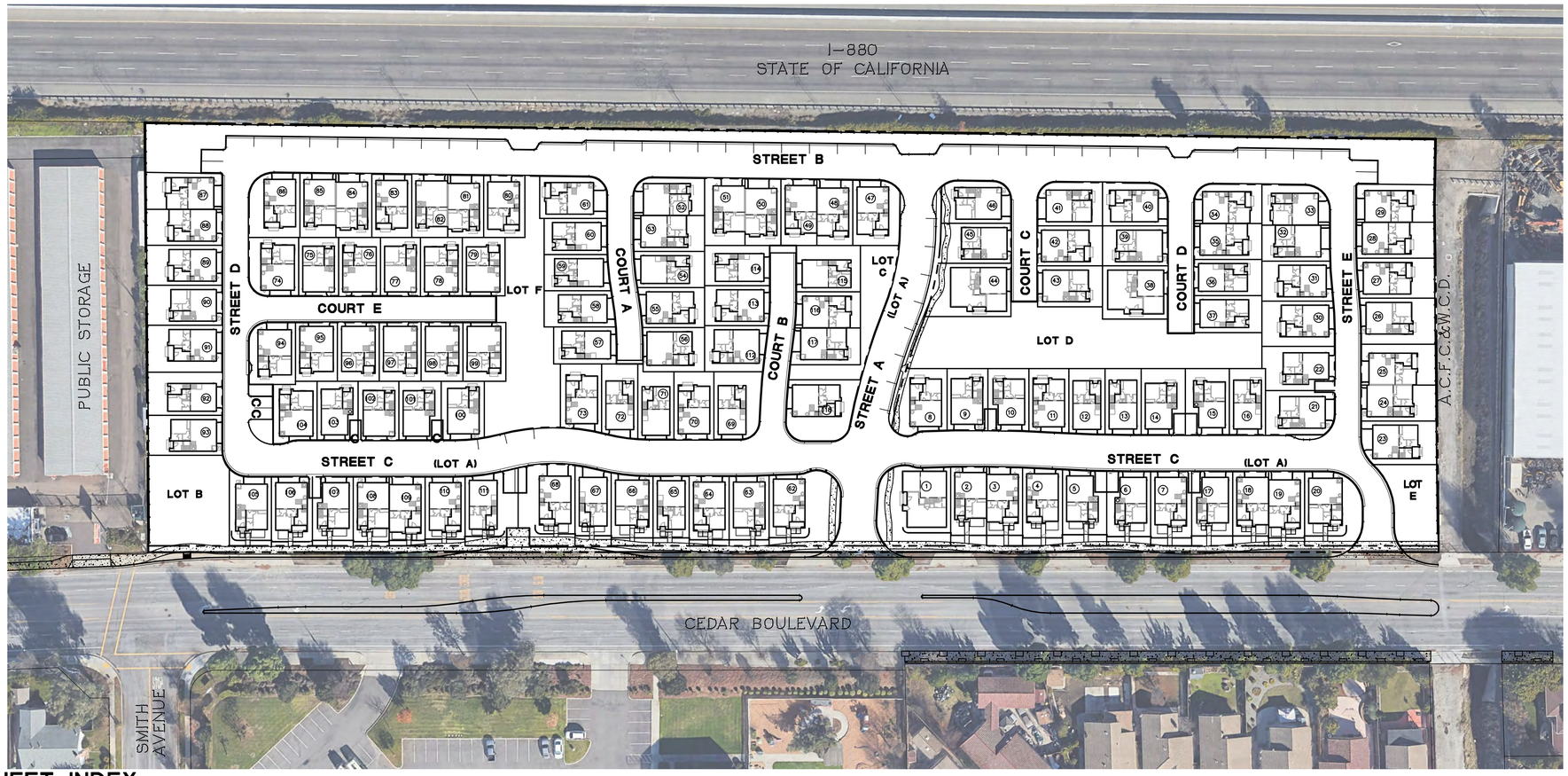
The proposed improvements will not be within public easements and/or right of way. The private streets, courts, parking areas, and common open spaces areas will be maintained through an agreement between future residents, managed by a homeowner's association. Therefore, as conditioned, the design of the map will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision, in that such easements presently exist and such access will be retained, as currently provided within the Project and to adjacent public streets. This finding can be made in the negative.

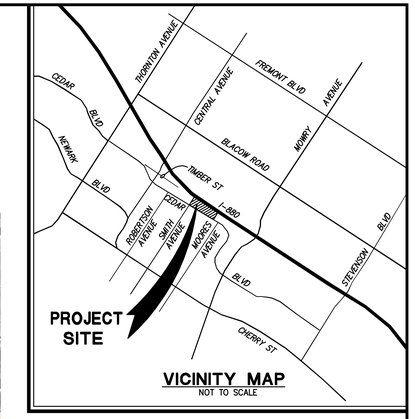
PLANNED DEVELOPMENT PERMIT
38478 CEDAR BOULEVARD

EXHIBIT D

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

FOR: ROBSON HOMES, LLC





VICINITY MAP
NOT TO SCALE

SHEET INDEX

SHEET NO.	DESCRIPTION
CIVIL	
C0.0	PLANNED DEVELOPMENT PERMIT
C1.0	SITE DEVELOPMENT PLAN
C2.0	FIRE ACCESS PLAN
C3.0	SOLID WASTE & TRASH PICKUP PLAN
TM1.0	TITLE SHEET
TM2.0	EXISTING CONDITION & DEMOLITION PLAN
TM3.0	PRELIMINARY LOTTING PLAN
TM3.1	TYPICAL LOT EASEMENT DETAIL
TM4.1	PRELIMINARY GRADING AND DRAINAGE PLAN
TM4.2	PRELIMINARY GRADING AND DRAINAGE PLAN
TM4.3	CEDAR BOULEVARD SIDEWALK & INTERSECTION PLAN
TM4.4	MOWRY INTERSECTION LEFT-TURN POCKET EXTENSION
TM5.1	PRELIMINARY UTILITY PLAN
TM5.2	PRELIMINARY UTILITY PLAN
TM6.0	PRELIMINARY STORMWATER TREATMENT PLAN
TM7.0	TYPICAL STREET SECTIONS & DETAILS
TM8.0	PRELIMINARY EROSION AND SEDIMENT CONTROL PLAN
ARCHITECTURAL	
1	COVER SHEET
2	SFD PLAN 1A ELEVATIONS
3	SFD PLAN 1B ELEVATIONS
4	SFD PLAN 1A FLOOR PLANS
5	SFD PLAN 1B FLOOR PLANS
6	SFD PLAN 1 ROOF PLANS
7	SFD PLAN 2A ELEVATIONS
8	SFD PLAN 2B ELEVATIONS
9	SFD PLAN 2YA ELEVATIONS
10	SFD PLAN 2YC ELEVATIONS
11	SFD PLAN 2A FLOOR PLANS
12	SFD PLAN 2B FLOOR PLANS
13	SFD PLAN 2YA FLOOR PLANS
14	SFD PLAN 2YC FLOOR PLANS
15	SFD PLAN 2 ROOF PLANS
16	SFD PLAN 3A ELEVATIONS
17	SFD PLAN 3B ELEVATIONS
18	SFD PLAN 3A FLOOR PLANS
19	SFD PLAN 3B FLOOR PLANS
20	SFD PLAN 3 ROOF PLANS
21	SFD PLAN 4A ELEVATIONS
22	SFD PLAN 4B ELEVATIONS
23	SFD PLAN 4A FLOOR PLANS
24	SFD PLAN 4B FLOOR PLANS
25	SFD PLAN 4 ROOF PLANS
26	SFD PLAN 5A ELEVATIONS
27	SFD PLAN 5A FLOOR PLANS
28	SFD PLAN 5 ROOF PLAN
29	DUET 1:2-2A FRONT ELEVATION
30	DUET 1:2-2A ELEVATIONS
31	DUET 1:2-2A FLOOR PLANS
32	DUET 1:2-2A FLOOR PLAN AND ROOF PLAN
33	DUET 2:2-4A FRONT ELEVATION
34	DUET 2:2-4A ELEVATIONS
35	DUET 2:2-4A FLOOR PLANS
36	DUET 2:2-4A FLOOR PLAN AND ROOF PLAN
37	DUET 3:4-4B FRONT ELEVATION
38	DUET 3:4-4B ELEVATIONS
39	DUET 3:4-4B FLOOR PLANS
40	DUET 3:4-4B FLOOR PLAN AND ROOF PLAN
41	COLOR AND MATERIAL BOARD
LANDSCAPE	
L1.1	LANDSCAPE PLAN
L1.2	LANDSCAPE PLAN
L1.3	LANDSCAPE PLAN
L2	LANDSCAPE DETAILS

LOCATION MAP

NOT TO SCALE

JOINT TRENCH

NEW BUSINESS

JT1	JOINT TRENCH COMPOSITE TITLE SHEET
JT2	JOINT TRENCH GENERAL NOTES AND DETAILS
JT3	JOINT TRENCH DETAILS
JT4	JOINT TRENCH SECTIONS AND DETAILS
JT5	JOINT TRENCH COMPOSITE PLAN
JT6	JOINT TRENCH COMPOSITE PLAN
SL1	STREET LIGHTING GENERAL NOTES AND DETAILS
SL2	STREET LIGHTING GENERAL NOTES AND DETAILS
SL3	STREET LIGHTING GENERAL NOTES AND DETAILS
SL4	STREET LIGHTING SITE PLAN
SL5	STREET LIGHTING SITE PLAN

R20 & TRAFFIC SIGNAL LIGHTING

JT01	JOINT TRENCH COMPOSITE TITLE SHEET
JT02	JOINT TRENCH GENERAL NOTES AND DETAILS
JT03	JOINT TRENCH DETAILS
JT04	JOINT TRENCH SECTIONS AND DETAILS
JT05-06	JOINT TRENCH COMPOSITE PLANS
P1	PHOTOMETRIC

PROJECT TEAM

1. *OWNER:* LEBON AND FREITAS, 38370 CEDAR BOULEVARD, NEWARK, CA 94560, (510) 797-3553, CONTACT: LEBON AND FREITAS

2. *APPLICANT/BUILDER* ROBSON HOMES, LLC, 2185 THE ALAMEDA, SUITE 150, SAN JOSE, CA 95126, (408) 345-1767, CONTACT: DOMINIC BOITANO

3. *CIVIL ENGINEER:* RUGGERI-JENSEN-AZAR, 4690 CHABOT DRIVE, SUITE 200, PLEASANTON, CA 94588, (925) 227-9100, CONTACT: DOMINIC CARUCCI, RCE 85585

4. *ARCHITECT:* ROBERT HIDEY ARCHITECTS, 3337 MICHELSON DRIVE, SUITE 170, IRVINE, CA 92612, (949) 655-1550, CONTACT: DAVEY AMBAT

5. *LANDSCAPE ARCHITECT* DESIGN FOCUS INTERNATIONAL, PO BOX 485, BEN LOMOND CA, 95005, (831) 336-3100, CONTACT: KATIE HERMAN

6. *JOINT TRENCH:* TARRAR UTILITY CONSULTANTS, 2570 SAN RAMON VALLEY BLVD, STE #A204, SAN RAMON, CA 94583, (925) 240-2595, CONTACT: MINH LUU

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: JULY 29, 2022 JOB NO. 151051 SHEET 1 OF 4 **C0.0**

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SITE DATA

1. GROSS AREA: 337,842 SF (7.76± ACRES)
2. 5' RW DEDICATION: (CEDAR BOULEVARD) 5,085 SF (0.12± ACRES)
3. NET AREA*: 332,757 SF (7.64± ACRES)
4. NUMBER OF UNITS
   A. SINGLE FAMILY: 90 UNITS
   B. DUET: 28 UNITS
   TOTAL= 118 UNITS
5. NET DENSITY 21 UNITS/ACRE (NET AREA MINUS STREETS, COURTS, & PARKING AREAS)
6. OPEN SPACE:
   A. COMMON OPEN SPACE: 33,283 SF (0.76± ACRES)
   B. PRIVATE OPEN SPACE: 11,707 SF (0.27± ACRES)
   TOTAL= 44,990 SF (1.03± ACRES)
7. PRIVATE STREETS, COURTS AND PARKING: 84,773 SF (1.94 ACRES)

* NET AREA EXCLUDES 5' CEDAR BOULEVARD DEDICATION
NET AREA = GROSS – CEDAR DEDICATION

PARKING SUMMARY

1. GARAGE	236
2. STREET	58
TOTAL =	294 SPACES

UNIT SUMMARY

PLAN–1A	10	UNITS
PLAN–1B	9	UNITS
PLAN–2A	12	UNITS
PLAN–2B	4	UNITS
PLAN–2YA	3	UNITS
PLAN–2YC	6	UNITS
PLAN–3A	8	UNITS
PLAN–3B	8	UNITS
PLAN 4A	14	UNITS
PLAN 4B	10	UNITS
PLAN 4C	3	UNITS
PLAN 5	3	UNITS
DUET 1	10	UNITS (5 BUILDINGS)
DUET 2	8	UNITS (4 BUILDINGS)
DUET 3	10	UNITS (5 BUILDINGS)
TOTAL =	118	UNITS

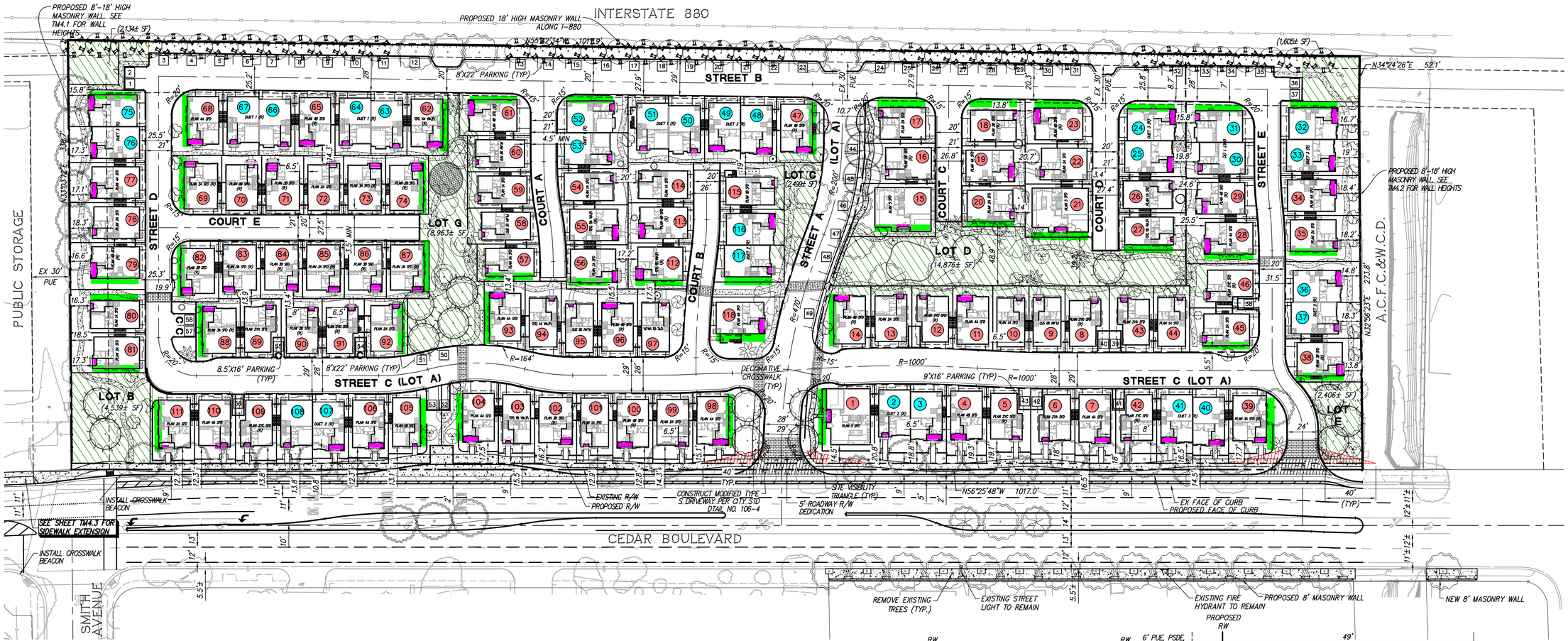
LEGEND

- LOCATIONS OF ENHANCED SIDE ELEVATIONS AS SHOWN ON ARCHITECTURAL DRAWINGS. ADDITIONAL LOCATIONS FOR ENHANCED ELEVATIONS REMAIN UNDER CONSIDERATION.
- COMMON OPEN SPACE AREA
- PRIVATE GROUND FLOOR PATIO AREA
- SIDEYARD FENCE
- (E) ENHANCED CONDITION
- (X) SINGLE FAMILY UNIT
- (X) DUET UNIT

0 40 80 120
1 inch = 40 ft.

LOT COVERAGE SUMMARY TABLE

	TOTAL NET LOT SIZE (SF)	TOTAL LOT COVERAGE (SF)	TOTAL LOT COVERAGE (%)
TOTAL LOT COVERAGE:	205,351	109,531	53.3%
MIN LOT SIZE:	1,391		
AVG LOT SIZE:	1,742		
MIN LOT COVERAGE:			30.8%
MAX LOT COVERAGE:			69.3%



SETBACK TABLE
(CEDAR BLVD FRONTAGE)

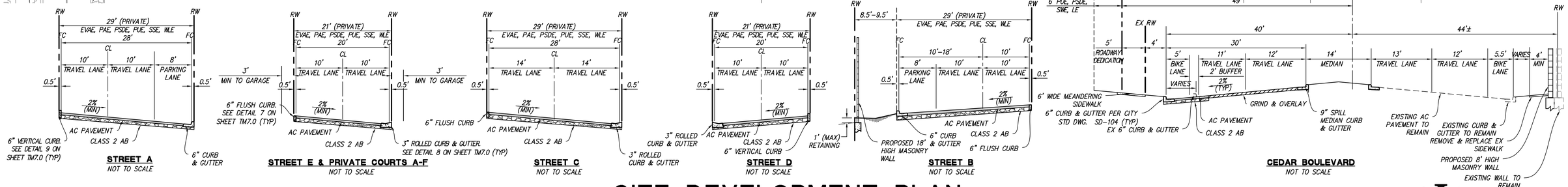
Lot No.	Front Setback (to PL)	Front Setback (to FOC)
1	14.5	23.5
2	20.8	29.8
3	17.8	26.8
4	18.3	27.3
5	18.6	27.6
6	17.0	26.0
7	15.5	24.5
42	17.5	26.5
41	15.5	24.5
40	13.5	22.5
39	16.2	25.2
98	14.1	23.1
99	13.3	22.3
100	11.8	20.8
101	12.9	21.9
102	14.7	21.7
103	15.5	16.5
104	17.0	17.5
111	11.3	20.3
110	12.8	21.8
109	13.3	22.3
108	12.8	21.8
107	9.8	18.8
106	11.3	19.3
105	13.1	17.8
	Average =	15.3

SETBACK TABLE
(PUBLIC STORAGE FRONTAGE)

Lot No.	Front
75	15.8
76	17.3
77	17.1
78	18.3
79	16.6
80	16.3
81	17.3
Average =	17.0

SETBACK TABLE
(FLOOD CHANNEL FRONTAGE)

Lot No.	Front
38	13.8
37	18.3
36	14.8
35	18.2
34	18.4
33	19.0
32	16.7
Average =	17.0



SITE DEVELOPMENT PLAN
CEDAR BOULEVARD PROPERTY

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR: ROBSON HOMES, LLC

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227–9100 FAX: (925) 227–9300

DATE: NOVEMBER 2, 2022 JOB NO. 151051 SHEET 2 OF 4 **C1.0**

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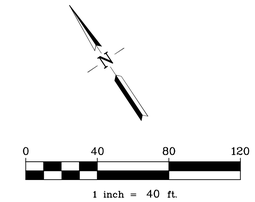

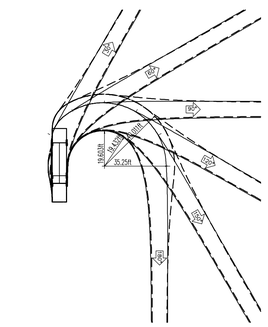

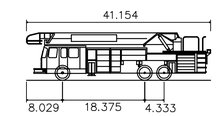

City of Newark Fire Truck

Overall Length	41.154ft
Overall Width	8.000ft
Overall Body Height	10.601ft
Min Body Ground Clearance	1.047ft
Track Width	9.057ft
Lock-to-lock time	4.00s
Curb to Curb Turning Radius	35.250ft

CITY OF NEWARK
FIRE TURNING ARROW
XT QUINT 105 TEMPLATE

SCALE: 1"=40'

NOTE:

1. *FIRE ACCESS ROADWAYS SHALL HAVE "NO PARKING–FIRE LANE" SIGN POSTED.*
2. *SEE ARCHITECTURAL SHEETS FOR BUILDING ELEVATIONS AND HEIGHTS ARE IN ACCORDANCE WITH CFC 105.*

LEGEND

- 150' — *HOSE PULL & LENGTH*
- *VEHICLE PATH*
- *WHEEL PATH*
- *EXISTING FIRE HYDRANT*
- *PROPOSED FIRE HYDRANT*
- *PAINTED RED CURB WITH THE WORDS "NO PARKING–FIRE LANE" CLEARLY MARKED*

FIRE ACCESS PLAN
CEDAR BOULEVARD PROPERTY

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR: ROBSON HOMES, LLC

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: JULY 29, 2022 JOB NO. 151051 SHEET 3 OF 4 **C2.0**

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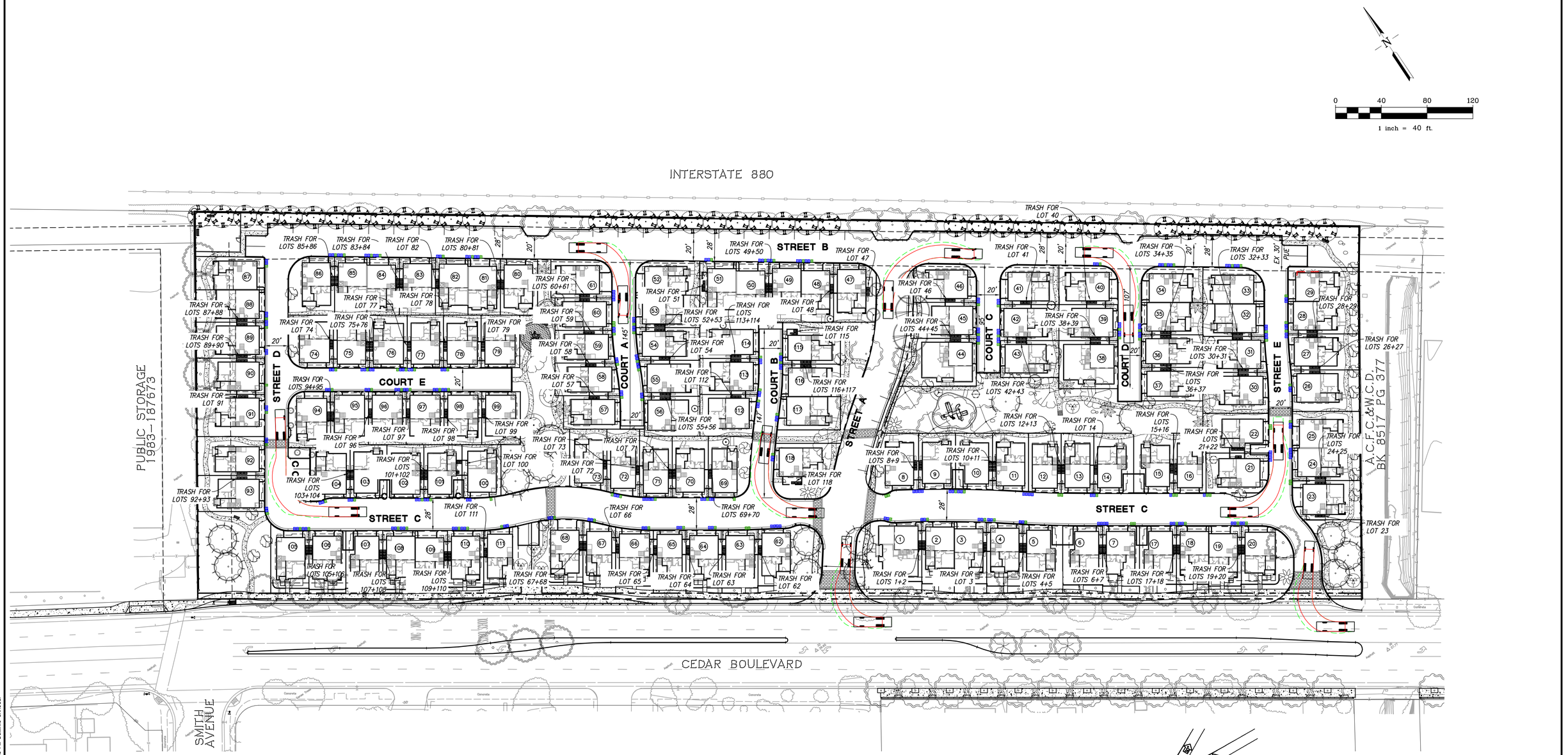
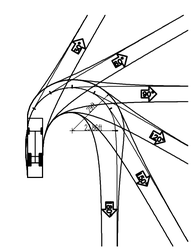


LEGEND

- TRASH/RECYCLING COLLECTION AREA
- GREEN WASTE COLLECTION AREA
- TRASH/RECYCLING/GREEN BIN STORAGE LOCATION



SOLID WASTE TRUCK TURNING TEMPLATE
1"=40'

SOLID WASTE & TRASH PICKUP PLAN
CEDAR BOULEVARD PROPERTY

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR: ROBSON HOMES, LLC

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: JULY 29, 2022 JOB NO. 151051 SHEET 4 OF 4 **C3.0**

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VESTING TENTATIVE TRACT MAP 8583
38478 CEDAR BOULEVARD
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR: ROBSON HOMES, LLC

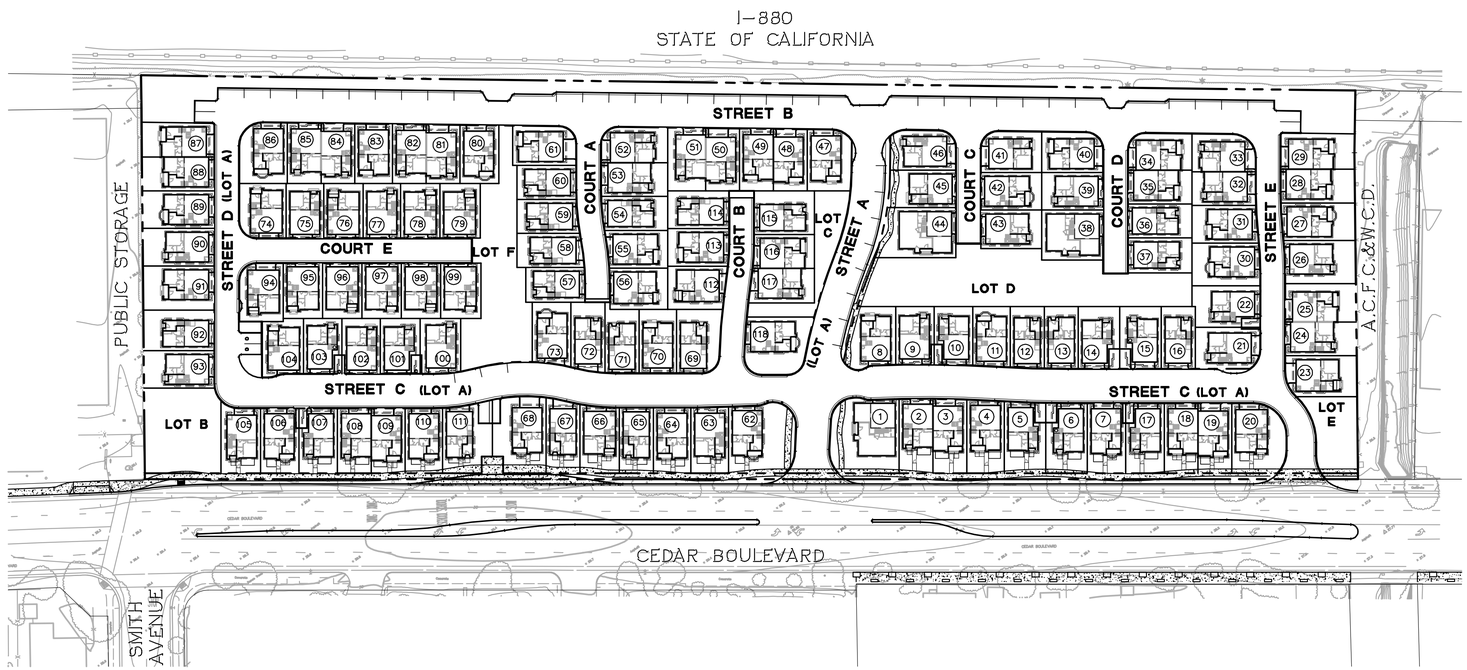
BENCHMARK

ALAMEDA COUNTY BENCHMARK LABELED "ROB–BIR 1979" DESCRIBED AS A DISK LOCATED AT THE SOUTHEAST RETURN OF THE INTERSECTION OF ROBERTSON AVENUE AND BIRCH STREET.

ELEVATION: 24.58 (NGVD29)

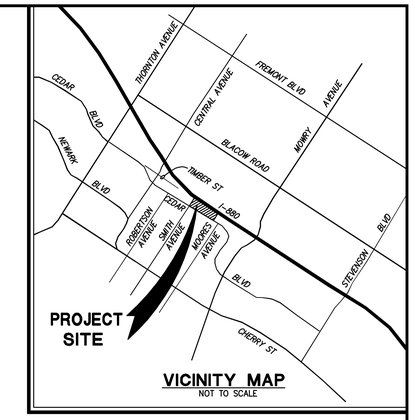
LEGEND

PROPOSED	DESCRIPTION	EXISTING
	TRACT BOUNDARY	
	LOT LINE	
	RIGHT OF WAY	
	CENTER LINE	
	MATCH LINE	
	RETAINING WALL	
	EASEMENT LINE	
12"SD	STORM DRAIN	EX 12"SD
8"SS	SANITARY SEWER	EX 12"SS
12"W	POTABLE WATER	EX 12"W
8"WR	RECYCLED WATER	EX 8"WR
	CURB & GUTTER	EX FC
	SAWCUT	
	SIDEWALK	
	EARTH OR GRASS SWALE	
	VALLEY GUTTER	
	STORM WATER INLET	
	DROP INLET	
	AREA DRAIN	
	BUBBLE UP	
	MANHOLE	
	SANITARY SEWER CLEAN OUT	
	SANITARY SEWER LATERAL	
	FIRE HYDRANT	
	BLOW OFF	
	WATER SERVICE WITH METER BOX	
	BACKFLOW DEVICE	
	WATER VALVE	
	AIR RELEASE VALVE	
	POST INDICATOR VALVE	
	FIRE DEPARTMENT CONNECTION	
	SINGLE ARM STREET LIGHT	
	DOUBLE ARM STREET LIGHT	
	POST TOP LIGHT	
	PEDESTRIAN LIGHT	
	MONUMENT	
	TRAFFIC SIGN	
	STREET NAME SIGN	
	FENCE	
	BARRICADE	
	CURB RAMP	
130	CONTOUR ELEVATIONS	130
x 525.2	SPOT ELEVATION	x525.2
	NEW ASPHALT PAVEMENT	
	BIO–RETENTION AREA	
	IRRIGATION SLEEVE	
	THRU CURB DRAIN	
	SILVA CELL	



LOCATION MAP

SCALE: 1"=50'



VICINITY MAP
NOT TO SCALE

1. OWNER: LEBON AND FREITAS, 38370 CEDAR BOULEVARD, NEWARK, CA 94560, (510) 797–3553, CONTACT: LEBON AND FREITAS
2. APPLICANT/BUILDER: ROBSON HOMES, LLC, 2185 THE ALAMEDA, SUITE 150, SAN JOSE, CA 95126, (408) 761–5657, CONTACT: DOMINIC BOITANO
3. CIVIL ENGINEER: RUGGERI–JENSEN–AZAR, 4690 CHABOT DRIVE, SUITE 200, PLEASANTON, CA 94588, (925) 227–9100, CONTACT: DOMINIC CARUCCI, RCE 85585
4. GEOTECHNICAL ENGINEER: GEOLOGIC ASSOCIATES, 16055 CAPUTO DRIVE, SUITE D, MORGAN HILL, CA 95037, (408) 778–2818, CONTACT: BEESON LIANG
5. ASSESOR'S PARCEL NUMBERS: 92A–2375–002–06, 092A–2375–022–01
6. PROPERTY DESCRIPTION: A PORTION OF SUBDIVISION 1 AND SUBDIVISION 2, IN BOOK 99, AS SHOWN ON THE MAP SHOWING THE SUBDIVISION OF A PART OF THE FARMLANDS OR THE TOWN OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, FILED IN JULY 15, 1911, IN BOOK 26 OF MAP, AT PAGE 37, RECORD OF ALAMEDA COUNTY, CALIFORNIA, AND A PORTION OF PARCEL II AS DESCRIBED IN THE DIRECTOR'S DEED OF THE STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC WORKS TO THE CITY OF NEWARK, RECORDED MARCH 3, 1960 IN PAGE 38, MAP 505, OFFICIAL RECORDS OF ALAMEDA COUNTY.
7. EXISTING USE: INDUSTRIAL
8. PROPOSED USE: RESIDENTIAL
9. EXISTING ZONING: RESIDENTIAL MEDIUM DENSITY
10. PROPOSED ZONING: PD
11. GENERAL PLAN LAND DESIGNATION: RESIDENTIAL MEDIUM DENSITY
12. GROSS AREA: 7.76± ACRES
13. NET AREA: (EXCLUDING CEDAR BLVD DEDICATION) 7.63± ACRES
14. NET AREA: (EXCLUDING CEDAR BLVD AND INTERNAL STREETS) 5.59± ACRES
15. SMALLEST RESIDENTIAL LOT SIZE: 1,391 SF
16. TOTAL NUMBER OF LOTS: 124
17. TOTAL NUMBER OF UNITS: 118
18. NET DENSITY: 21 UNITS/ACRE
19. UTILITIES:
    a. WATER: ALAMEDA COUNTY WATER DISTRICT
    b. SANITARY SEWER: UNION SANITARY DISTRICT
    c. STORM DRAIN: CITY OF NEWARK
    d. GAS AND ELECTRIC: PACIFIC GAS AND ELECTRIC
    e. TELEPHONE: AT&T
    f. CABLE TV: COMCAST
20. TOPOGRAPHIC INFORMATION SHOWN IS BASED ON AERIAL SURVEY PREPARED IN MAY 2015.
21. THE PROPERTY IS WITHIN ZONE X–AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN AS SHOWN IN FLOOD INSURANCE RATE MAP COMMUNITY–PANEL NUMBER 06001C0442G, DATED AUGUST 3, 2009
22. IN COMPLIANCE WITH BEST MANAGEMENT PRACTICES FOR STORMWATER MANAGEMENT TO MINIMIZE POLLUTANTS FROM ENTERING INTO UNDERGROUND STORM DRAINS, BIORETENTION AREAS ARE PROPOSED TO TREAT STORMWATER RUNOFF. THE PROPOSED STORMWATER TREATMENT MEASURES WILL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION IN ACCORDANCE WITH THE CC&R'S.
23. MULTIPLE FINAL MAPS MAY BE FILED AFTER THIS TENTATIVE MAP APPROVAL.

ABBREVIATIONS

AB	AGGREGATE BASE	P	PAD ELEVATION
AC	ASPHALT CONCRETE	PAE	PRIVATE VEHICLE ACCESS EASEMENT
AD	AREA DRAIN	PAV	PAVEMENT
BC	BEGINNING OF CURVE	PL	PROPERTY LINE
BOC	BACK OF CURVE	PIEE	PRIVATE VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS EASEMENT
BNDY	BOUNDARY		
BOT	BOTTOM	PPAE	PRIVATE PEDESTRIAN ACCESS EASEMENT
BSW	BACK OF SIDEWALK	PSSE	PRIVATE SANITARY SEWER EASEMENT
BW	BOTTOM OF WALL	PSDE	PRIVATE STORM DRAIN EASEMENT
CL	CENTER LINE	PRSE	PRIVATE RECIPROCAL SIDEYARD EASEMENT
DI	DROP INLET		
DMA	DRAINAGE MANAGEMENT AREA	PWLE	PRIVATE WATER LINE EASEMENT
DU	DWELLING UNITS	PUE	PUBLIC UTILITY EASEMENT
EC	END OF CURVE	PVC	POLYVINYL CHLORIDE PIPE
ESMT	EASEMENT	RET	CURB RETURN
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT	RW	RIGHT OF WAY
EX	EXISTING	SD	STORM DRAIN
FC	FACE OF CURB	SF	SQUARE FEET
FF	FINISHED FLOOR	SL	STREET LIGHT
FG	FINISHED GRADE	SNS	STREET NAME SIGN
FH	FIRE HYDRANT	SS	SANITARY SEWER
FL	FLOW LINE	SSCO	SANITARY SEWER CLEANOUT
GB	GRADE BREAK	STD	STANDARD
HP	HIGH POINT	SWE	PUBLIC SIDEWALK EASEMENT
INV	INVERT ELEVATION	SWK	SIDEWALK
LAT	LATERAL	SWI	STORM WATER INLET
LF	LINEAR FOOT	TC	TOP OF CURB
LP	LOW POINT	TG	TOP OF GRATE
JT	JOINT TRENCH	TW	TOP OF WALL
MAX	MAXIMUM	TYP	TYPICAL
MH	MANHOLE	W	WATER LINE
MIN	MINIMUM	WLE	WATER LINE EASEMENT
OH	OVERHEAD	WM	WATER METER
		WS	WATER SERVICE

SHEET INDEX

SHEET NO.	DESCRIPTION
TM1.0	TITLE SHEET
TM2.0	EXISTING CONDITION & DEMOLITION PLAN
TM3.0	PRELIMINARY LOTTING PLAN
TM3.1	TYPICAL LOT EASEMENT DETAIL
TM4.1	PRELIMINARY GRADING AND DRAINAGE PLAN
TM4.2	PRELIMINARY GRADING AND DRAINAGE PLAN
TM4.3	CEDAR BOULEVARD SIDEWALK & INTERSECTION PLAN
TM4.4	MOWRY INTERSECTION LEFT–TURN POCKET EXTENSION
TM5.1	PRELIMINARY UTILITY PLAN
TM5.2	PRELIMINARY UTILITY PLAN
TM6.0	PRELIMINARY STORMWATER TREATMENT PLAN
TM7.0	TYPICAL STREET SECTIONS & DETAILS
TM8.0	PRELIMINARY EROSION AND SEDIMENT CONTROL PLAN

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DATE: JULY 29, 2022 JOB NO. 151051 SHEET 1 OF 13 **TM1.0**

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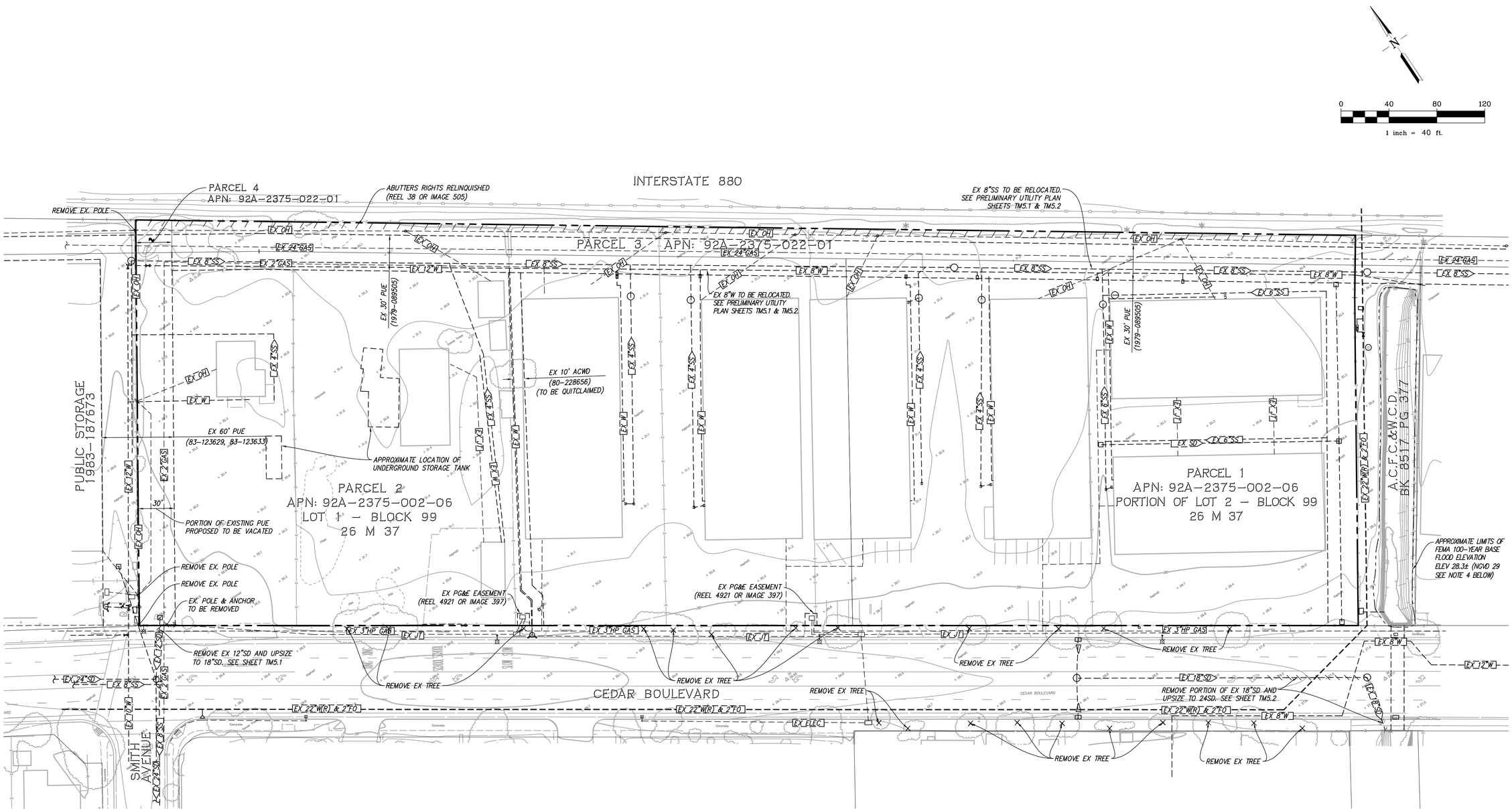

NOTE:

1. ALL EXISTING ON-SITE PRIVATE UTILITIES WILL BE REMOVED, UNLESS OTHERWISE NOTED.
2. ALL ON-SITE MONITORING WELLS WILL BE ABANDONED, CAPPED, AND/OR REMOVED UNLESS OTHERWISE NOTED.
3. ALL EXISTING ON-SITE PAVEMENT WILL BE REMOVED.
4. PER FEMA FLOOD INSURANCE RATE MAP, 100-YEAR BASE FLOOD ELEVATION IS AT ELEVATION 31 (NAVD 88 DATUM) = ELEVATION 28.3 (NGVD 29)

EXISTING CONDITION & DEMOLITION PLAN
TRACT MAP 8583 - CEDAR BOULEVARD PROPERTY

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR: ROBSON HOMES, LLC

RJA
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DATE: JULY 29, 2022 JOB NO. 151051 SHEET 2 OF 13 **TM2.0**

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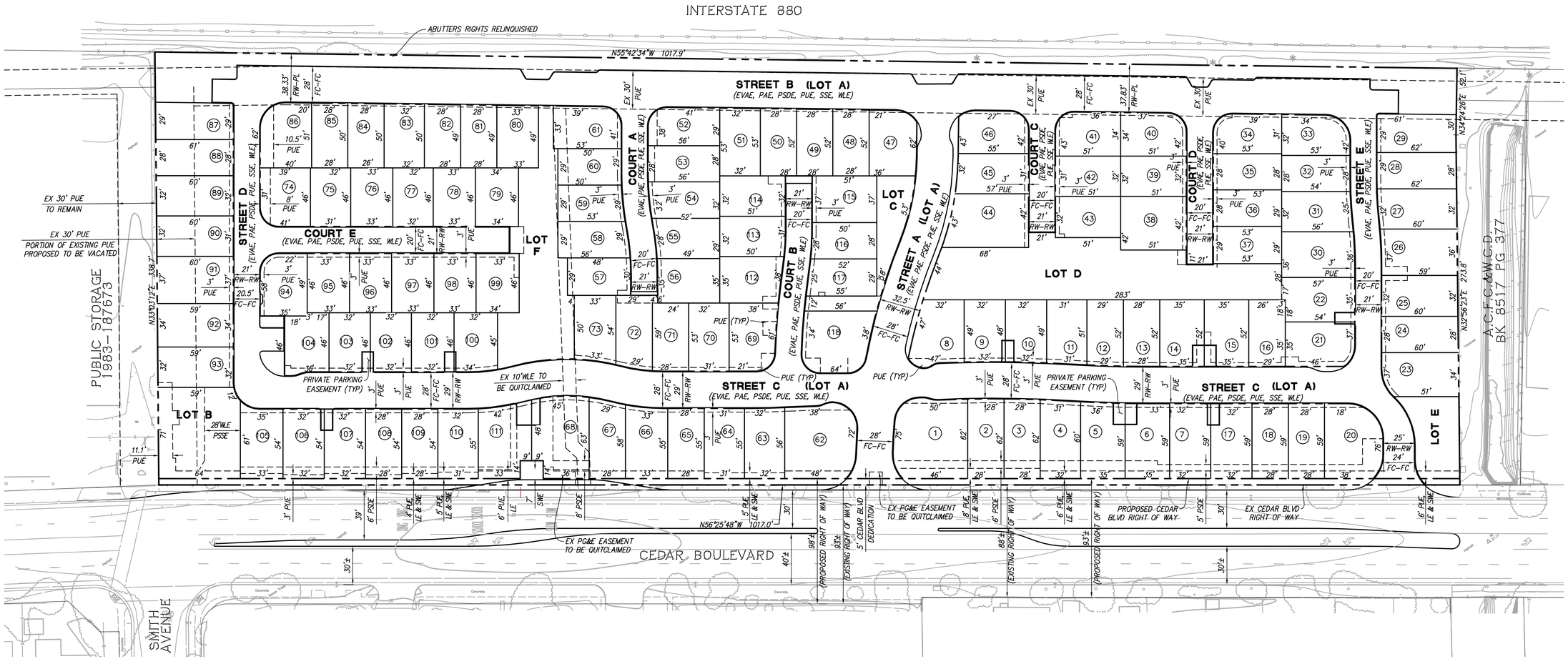

Lot Table	
Lot #	Area
1	3,483
2	1,764
3	1,757
4	1,918
5	2,063
6	2,040
7	1,890
8	1,948
9	1,564
10	1,574
11	1,578
12	1,468
13	1,485
14	1,814
15	1,814
16	1,486
17	1,890
18	1,660
19	1,660
20	2,473

Lot Table	
Lot #	Area
21	1,839
22	1,954
23	2,002
24	1,694
25	1,907
26	2,153
27	1,933
28	1,760
29	1,853
30	2,035
31	1,721
32	1,515
33	1,611
34	1,610
35	1,515
36	1,523
37	1,564
38	2,152
39	1,617
40	1,693

Lot Table	
Lot #	Area
41	1,714
42	1,609
43	1,647
44	2,594
45	1,759
46	1,769
47	1,860
48	1,465
49	1,475
50	1,485
51	1,680
52	1,617
53	1,585
54	1,720
55	1,436
56	1,688
57	1,446
58	1,561
59	1,447
60	1,411

Lot Table	
Lot #	Area
61	1,708
62	3,105
63	1,734
64	1,729
65	1,564
66	1,838
67	1,731
68	2,735
69	1,910
70	1,682
71	1,546
72	1,629
73	1,676
74	1,757
75	1,448
76	1,517
77	1,448
78	1,517
79	1,552
80	1,585

Lot Table	
Lot #	Area
81	1,391
82	1,401
83	1,570
84	1,423
85	1,433
86	1,965
87	1,747
88	1,715
89	1,898
90	1,889
91	2,207
92	2,018
93	1,860
94	1,752
95	1,529
96	1,529
97	1,529
98	1,529
99	1,564
100	1,484

Lot Table	
Lot #	Area
101	1,494
102	1,494
103	1,494
104	1,599
105	1,838
106	1,754
107	1,754
108	1,541
109	1,539
110	1,714
111	2,273
112	1,743
113	1,611
114	1,625
115	1,851
116	1,439
117	1,556
118	2,458
LOT A	99,742
LOT B	4,539

Lot Table	
Lot #	Area
LOT C	2,405
LOT D	10,775
LOT E	2,398
LOT F	7,191

NOTE:
1. EASEMENTS SHOWN IN THE TYPICAL DETAIL MAY BE CREATED FROM VTM OR FROM RECORDED DOCUMENT. APPLICANT IS STILL CONSIDERING THIS DECISION

ABBREVIATIONS

EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PRIVATE VEHICLE ACCESS EASEMENT
PPAE	PRIVATE PEDESTRIAN ACCESS EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PRSE	PRIVATE RECIPROCAL SIDEYARD EASEMENT
PWLE	PRIVATE WATER LINE EASEMENT
PUE	PUBLIC UTILITY EASEMENT

0 40 80 120
1 inch = 40 ft.

PRELIMINARY LOTTING PLAN
TRACT MAP 8583 - CEDAR BOULEVARD PROPERTY

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR: ROBSON HOMES, LLC

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DATE: JULY 29, 2022 JOB NO. 151051 SHEET 3 OF 13 **TM3.0**

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LEGEND

- PRIVATE PEDESTRIAN ACCESS, TRASH AND DRAINAGE EASEMENT (PPATDE)
- PUBLIC UTILITY EASEMENT (PUE)
- PRIVATE PEDESTRIAN ACCESS EASEMENT (PPAE)
- RECIPROCAL DRAINAGE EASEMENT (RDE)
- GUEST PARKING EASEMENT (GPE)
- PRIVATE STORM DRAIN EASEMENT (PSDE)
- RESTRICTIVE IMPROVEMENT ZONE

ABBREVIATIONS

GPE	GUEST PARKING EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PPAE	PRIVATE PEDESTRIAN ACCESS EASEMENT
PPE	PRIVATE PARKING EASEMENT
PPATDE	PRIVATE PEDESTRIAN ACCESS, TRASH, AND DRAINAGE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
RDE	RECIPROCAL DRAINAGE EASEMENT

NOTE:
1. ANY PRIVATE EASEMENTS AND THE RESTRICTIVE IMPROVEMENT ZONE WILL BE DEFINED AND ADDRESSED IN THE SUBDIVISION CC&R'S TO BE RECORDED CONCURRENTLY WITH THE FINAL MAP.

TYPICAL LOT EASEMENT DETAIL
TRACT MAP 8583 - CEDAR BOULEVARD PROPERTY

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR: ROBSON HOMES, LLC

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PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: JULY 29, 2022 JOB NO. 151051 SHEET 4 OF 13 **TM3.1**

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PRELIMINARY GRADING AND DRAINAGE PLAN
TRACT MAP 8583 - CEDAR BOULEVARD PROPERTY

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR: ROBSON HOMES, LLC

RUGGERI-JENSEN-AZAR
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DATE: JULY 29, 2022 JOB NO. 151051 SHEET 5 OF 13 **TM4.1**

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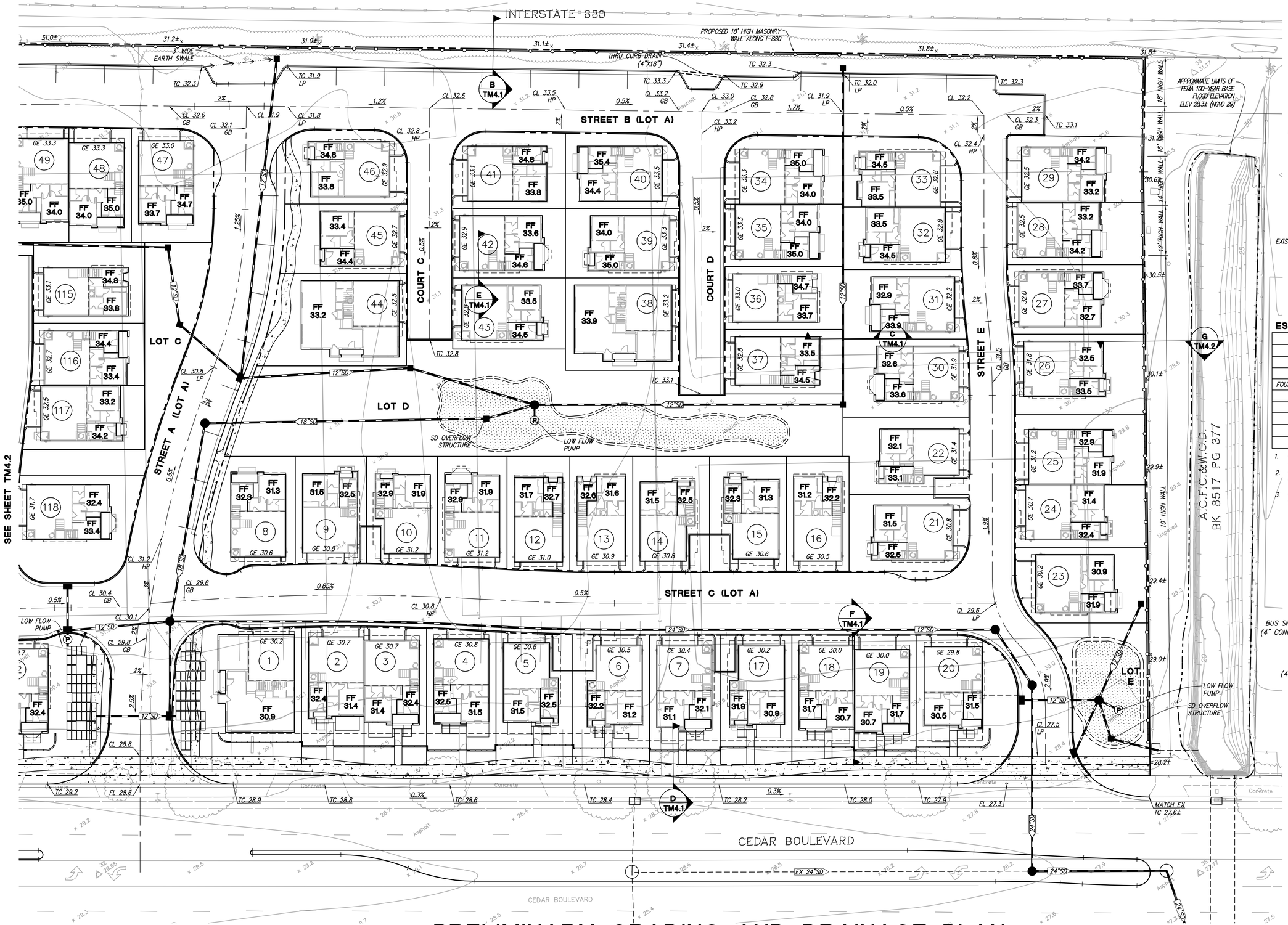
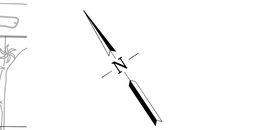
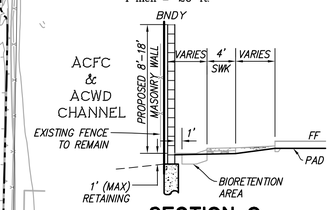






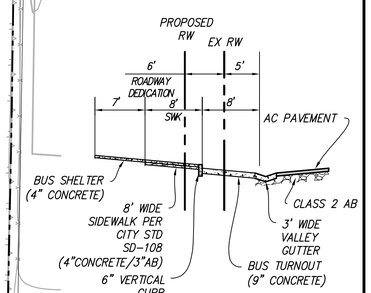
SECTION G

NOT TO SCALE

ESTIMATED EARTHWORK QUANTITIES

ITEMS	CUT (C.Y.)	FILL (C.Y.)
DEMOLITION	(3,200)	–
LOTS	500	10,900
STREETS	1,800	2,000
FOUNDATION & PLUMBING SPOILS	5,100	–
TRENCH SPOILS	4,500	–
BIORETENTION SPOILS	1,000	–
OVEREXCAVATION	12,400	12,400
SHRINKAGE	–	–
TOTAL	25,300	25,300

1. FOUNDATION AND PLUMBING SPOILS ARE ASSUMED AT 40 CY/BUILDING.
2. NO SHRINKAGE IS ASSUMED PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS FOR ABOVE CALCULATIONS.
3. DEMOLITION MATERIAL TO BE OFFHAULED BY THE CONTRACTOR.



SECTION H

NOT TO SCALE

PRELIMINARY GRADING AND DRAINAGE PLAN
TRACT MAP 8583 - CEDAR BOULEVARD PROPERTY

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR: ROBSON HOMES, LLC

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DATE: JULY 29, 2022 JOB NO. 151051 SHEET 6 OF 13 **TM4.2**

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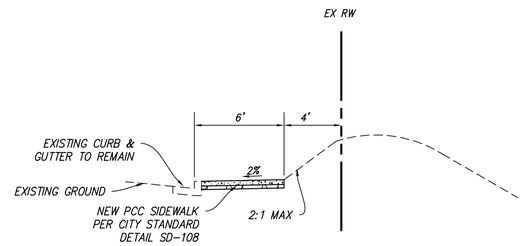
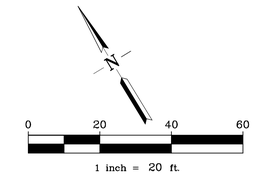
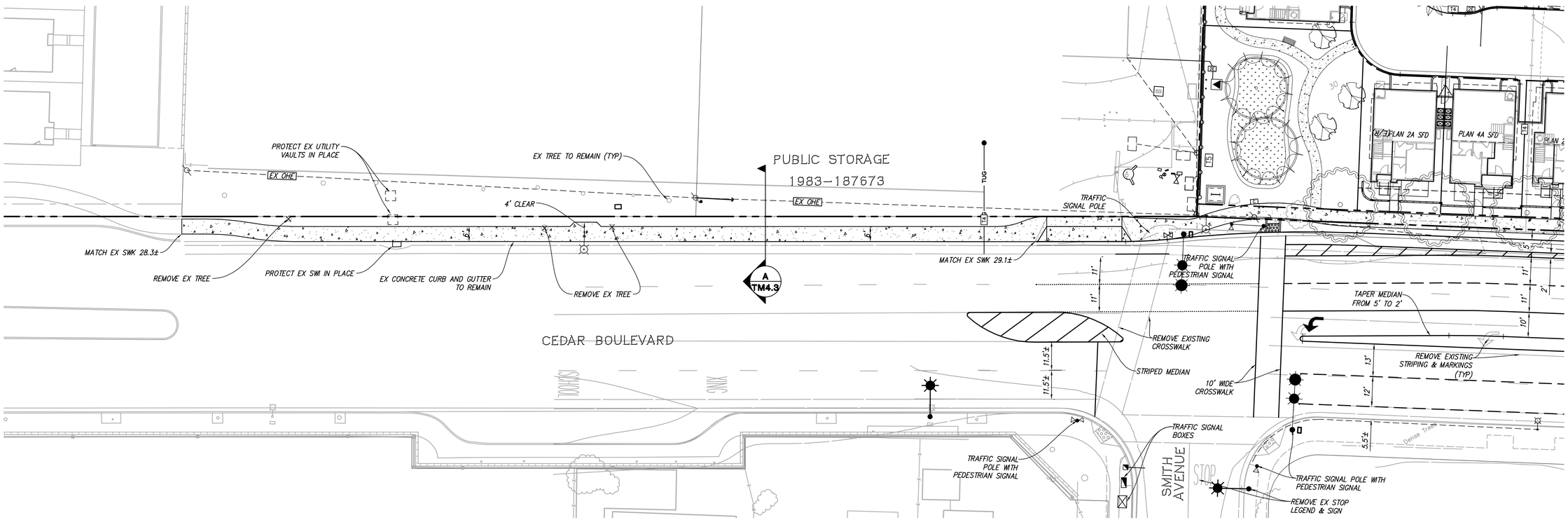


SECTION A
NOT TO SCALE





CEDAR BOULEVARD SIDEWALK & INTERSECTION PLAN
TRACT MAP 8583 - CEDAR BOULEVARD PROPERTY

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR: ROBSON HOMES, LLC

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DATE: JULY 29, 2022 JOB NO. 151051 SHEET 7 OF 13 **TM4.3**

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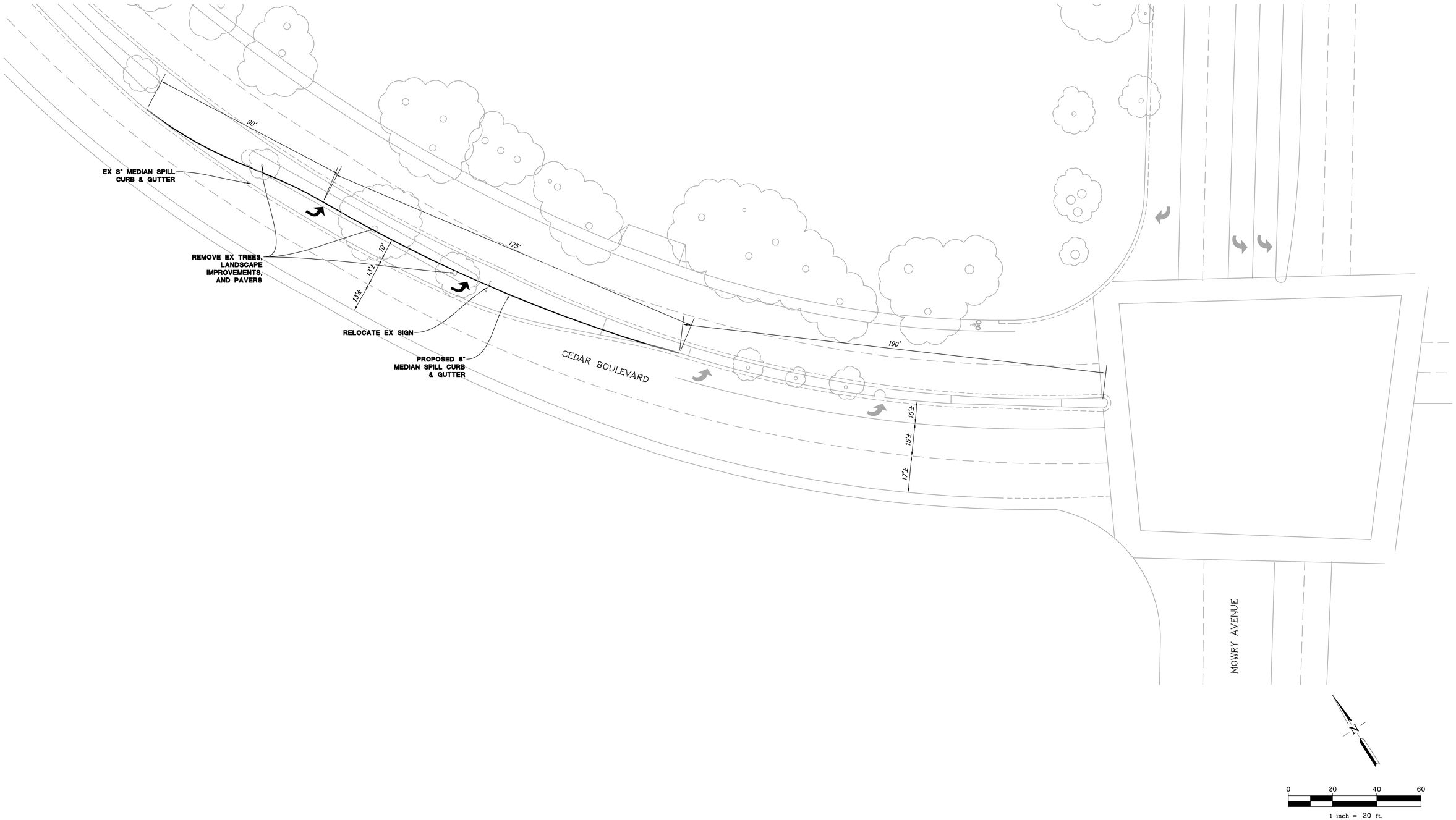

MOWRY INTERSECTION LEFT-TURN POCKET EXTENSION
TRACT MAP 8583 - CEDAR BOULEVARD PROPERTY

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR: ROBSON HOMES, LLC

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DATE: JULY 29, 2022 JOB NO. 151051 SHEET 8 OF 13 **TM4.4**

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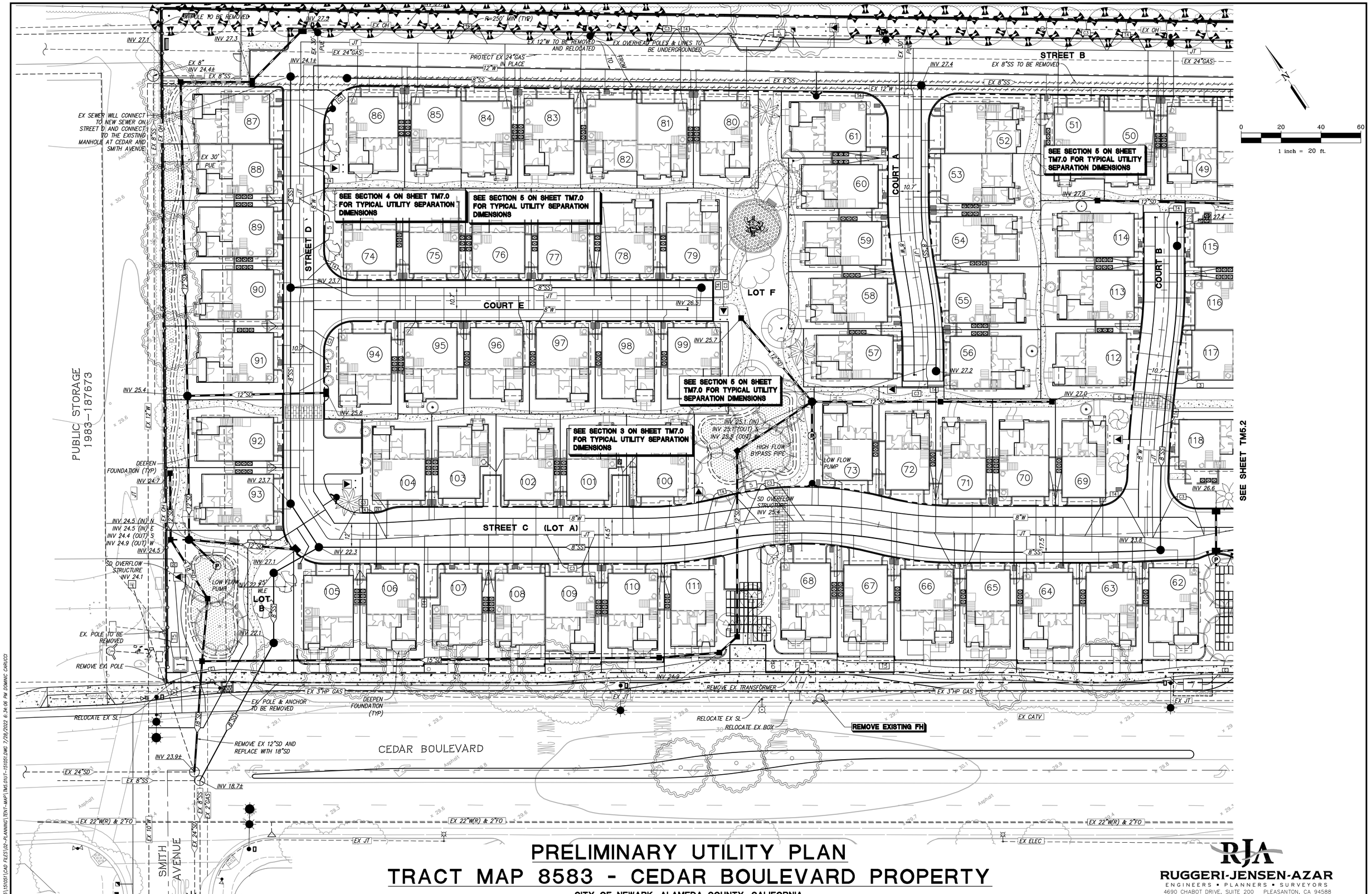

PRELIMINARY UTILITY PLAN
TRACT MAP 8583 - CEDAR BOULEVARD PROPERTY

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR: ROBSON HOMES, LLC

RUGGERI-JENSEN-AZAR
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DATE: JULY 29, 2022 JOB NO. 151051 SHEET 9 OF 13 **TM5.1**

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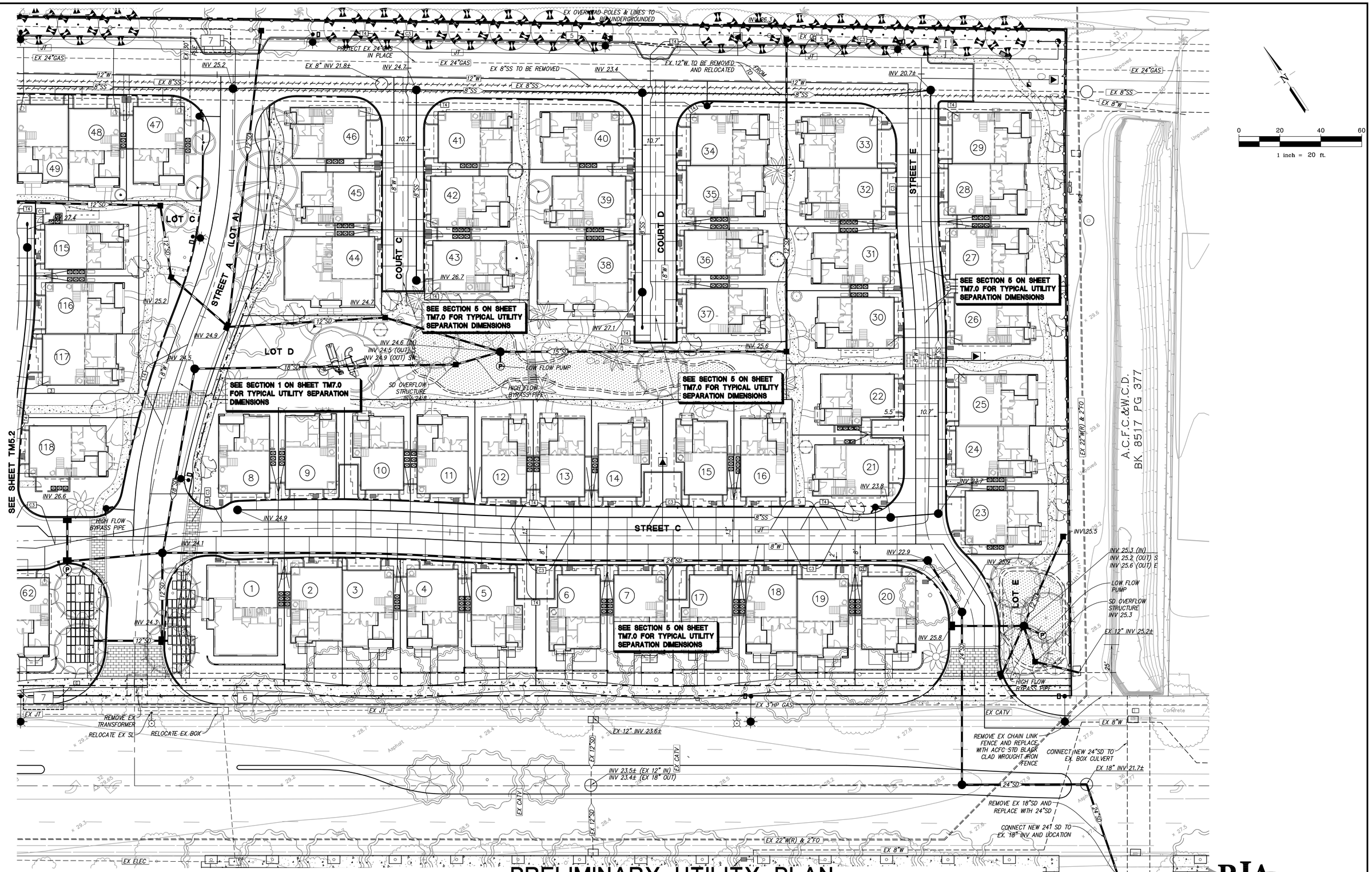

PRELIMINARY UTILITY PLAN

TRACT MAP 8583 - CEDAR BOULEVARD PROPERTY

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR: ROBSON HOMES, LLC

RJA
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DATE: JULY 29, 2022 JOB NO. 151051 SHEET 10 OF 13 **TM5.2**

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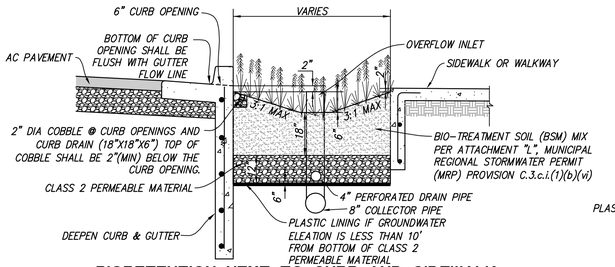
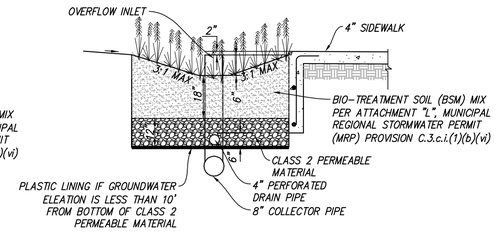


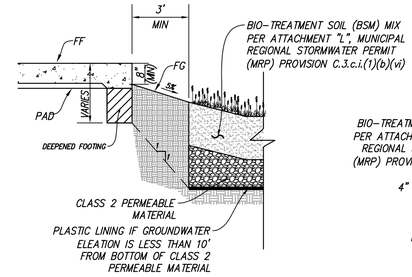
BIORETENTION NEXT TO CURB AND SIDEWALK

NOT TO SCALE



BIO-RETENTION NEXT TO WALKWAY

NOT TO SCALE



DEEPEN BUILDING FOUNDATION ADJACENT TO BIO-RETENTION

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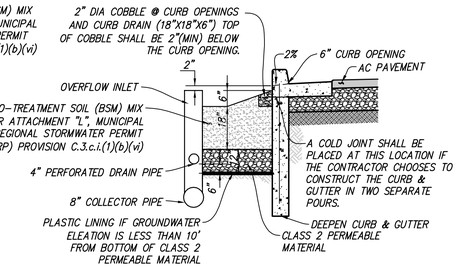
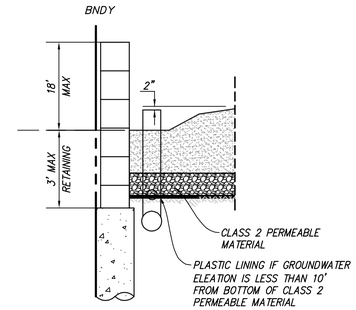


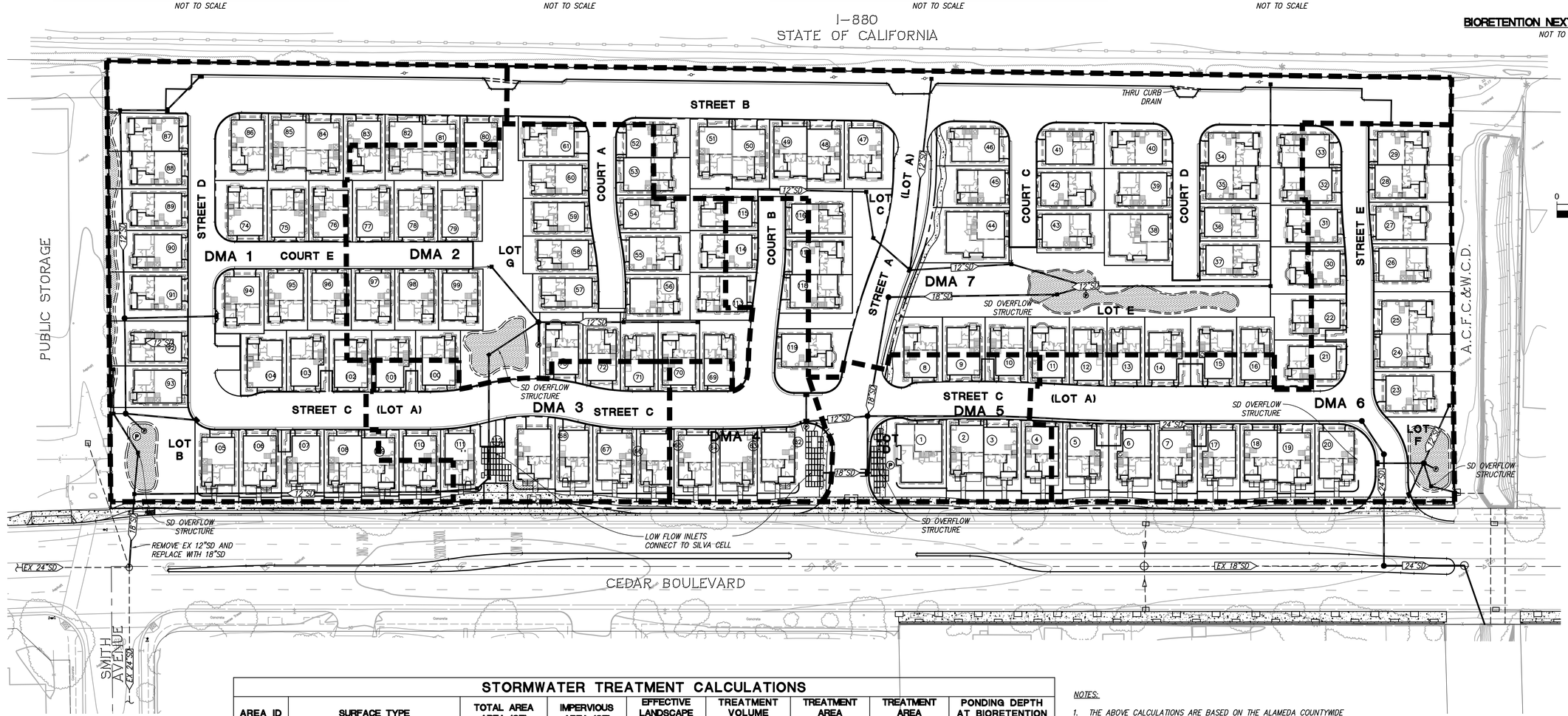
BIORETENTION NEXT TO CURB & GUTTER

NOT TO SCALE



BIORETENTION NEXT TO SOUNDWALL

NOT TO SCALE



STORMWATER TREATMENT CALCULATIONS

AREA ID	SURFACE TYPE	TOTAL AREA AREA (SF)	IMPERVIOUS AREA (SF)	EFFECTIVE LANDSCAPE AREA (SF)	TREATMENT VOLUME REQUIRED (CF)	TREATMENT AREA REQUIRED (SF)	TREATMENT AREA PROVIDED (SF)	PONDING DEPTH AT BIORETENTION (IN)
DMA 1	PAVEMENT/BUILDING/LANDSCAPE	71,142	47,830	2,331	2,276	1,392	1,760	6.01
DMA 2	PAVEMENT/BUILDING/LANDSCAPE	48,552	31,285	1,727	1,498	916	1,353	6.01
DMA 3	BUILDING/LANDSCAPE	20,945	15,706	524	736	450	460	6.03
DMA 4	PAVEMENT/BUILDING/LANDSCAPE	19,070	14,232	484	668	408	458	6.03
DMA 5	BUILDING/LANDSCAPE	17,905	13,703	420	641	392	414	6.00
DMA 6	PAVEMENT/BUILDING/LANDSCAPE	52,881	37,140	1,574	1,756	1,075	1,218	6.00
DMA 7	PAVEMENT/BUILDING/LANDSCAPE	102,263	63,989	3,827	3,077	1,883	2,600	6.00
TOTAL		332,758	223,885	10,887	10,652	6,516	8,263	

NOTES:

1. THE ABOVE CALCULATIONS ARE BASED ON THE ALAMEDA COUNTYWIDE CLEAN WATER PROGRAM, C.3 STORMWATER TECHNICAL GUIDANCE, DATED OCTOBER 31, 2017, AND THE FOLLOWING CRITERIA:
   a. EFFECTIVE IMPERVIOUS AREA = IMPERVIOUS AREA + 10% OF PERVIOUS AREA
   b. 0.2 INCHES/HOUR RAINFALL INTENSITY ON 100% OF EFFECTIVE IMPERVIOUS AREA.
   c. SOIL FOR TREATMENT MEDIUM WITH A 5 INCHES/HOUR INFILTRATION RATE.
   d. TREATMENT AREAS ARE CALCULATED BASED ON THE COMBINATION FLOW AND VOLUME HYDRAULIC SIZING METHOD PROVIDED IN THE CLEAN WATER PROGRAM ALAMEDA C.3 TECHNICAL GUIDANCE, VERSION 4.0.

LEGEND

PROPOSED BIO-RETENTION AREA (SEE DETAILS ON THIS SHEET)

SILVA CELL (SEE DETAIL 11 ON SHEET TM7.0)

PRELIMINARY STORMWATER TREATMENT PLAN
TRACT MAP 8583 - CEDAR BOULEVARD PROPERTY

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR: ROBSON HOMES, LLC

RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
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DATE: JULY 29, 2022 JOB NO. 151051 SHEET 11 OF 13 **TM6.0**

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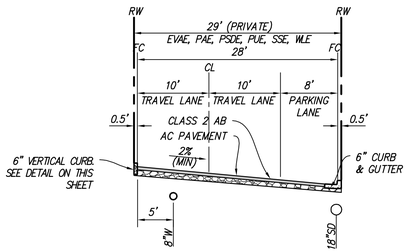
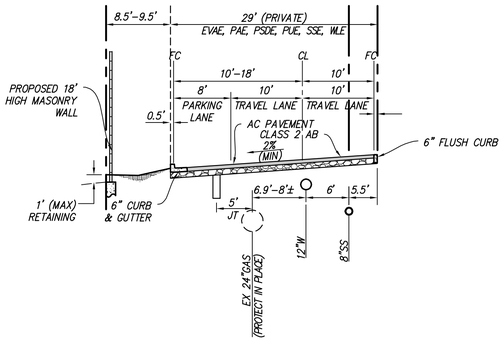


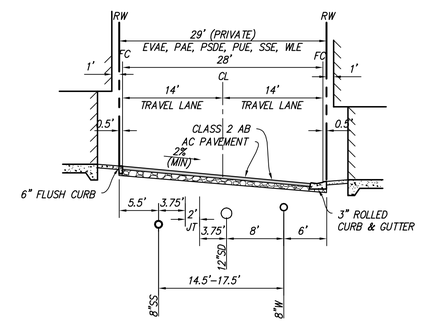
NOT TO SCALE

1 STREET A



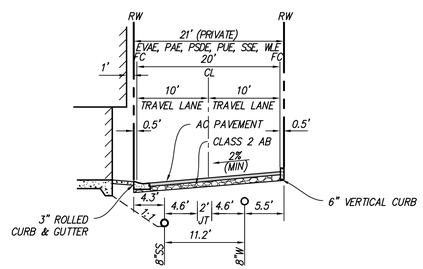
NOT TO SCALE

2 STREET B



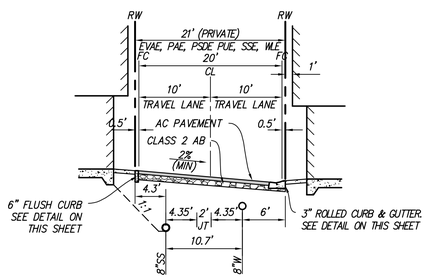
NOT TO SCALE

3 STREET C



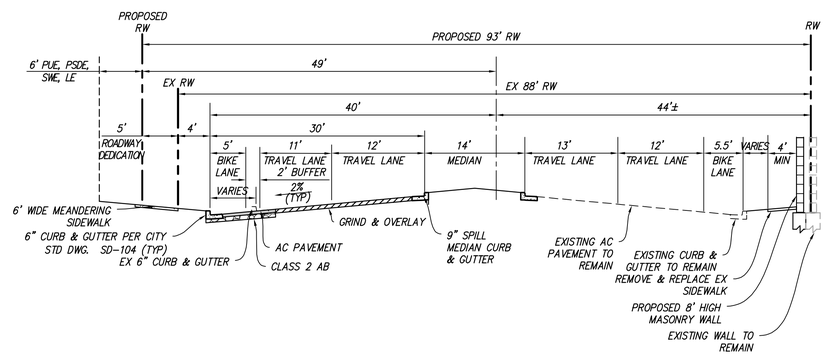
NOT TO SCALE

4 STREET D



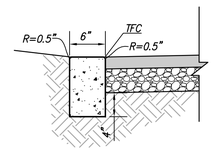
NOT TO SCALE

5 STREET E & PRIVATE COURTS A-F



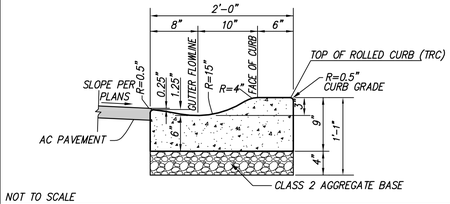
NOT TO SCALE

6 CEDAR BOULEVARD



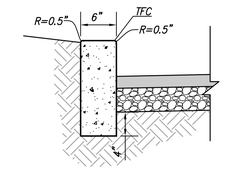
NOT TO SCALE

7 6" FLUSH CURB



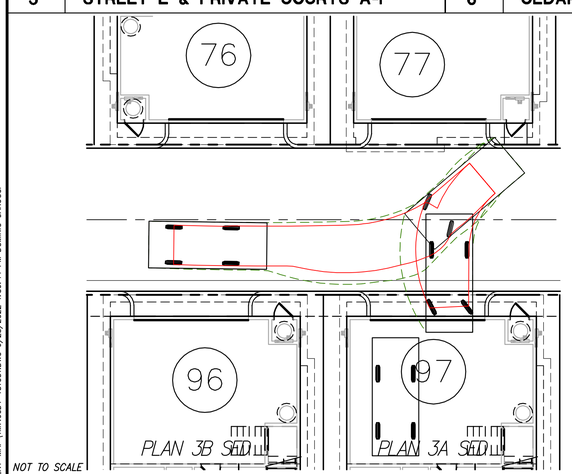
NOT TO SCALE

8 3" ROLLED CURB & GUTTER



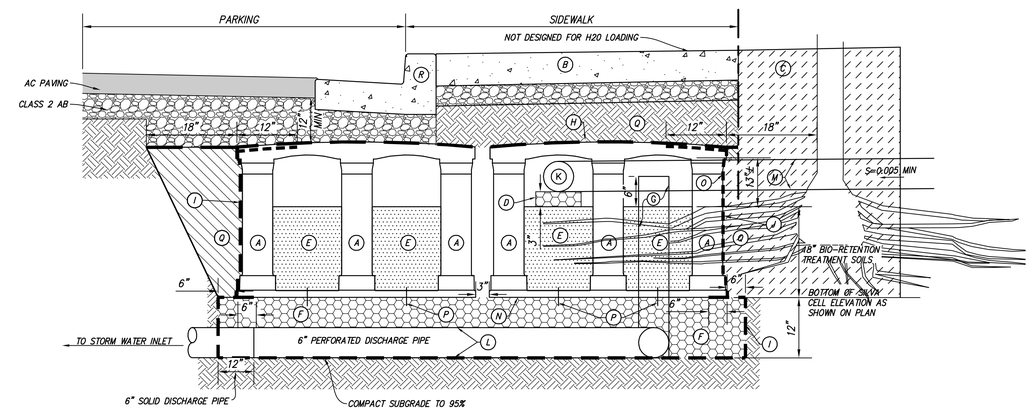
NOT TO SCALE

9 6" VERTICAL CURB



NOT TO SCALE

10 DRIVEWAY TURNING TEMPLATE



KEY PLAN

- (A) 2X SILVA CELL SYSTEM BY DEEP ROOT (DECK, BASE, AND POSTS)
- (B) CONCRETE SIDEWALK
- (C) PLANTING SOIL PER LANDSCAPE ARCHITECT
- (D) 2" DRAIN ROCK
- (E) BIO-RETENTION TREATMENT SOILS (BSM) MIX PER ATTACHMENT "L", MUNICIPAL REGIONAL STORMWATER PERMIT (MRP) PROVISION C.3.c.i.(1)(b)(vi)
- (F) CLASS 2 PERMEABLE MATERIAL PER CALTRANS SPECIFICATIONS, SECTION 68, COMPACTED TO 95%.
- (G) 6" SDR SOLID PVC OVERFLOW RISER
- (H) MIRAFI HP570 – GEOTEXTILE FABRIC 18" MIN OVERLAP & EXTEND GEOTEXTILE TO EDGE OF EXCAVATION.
- (I) 20MIL STEGO WRAP – PLACED AROUND SIDES AND BOTTOM OF CLASS 2 PERMEABLE MATERIAL AND SIDEWALL OF SILVA CELL
- (J) MIRAGRID 2XT – GEOGRID TO LINE PERIMETER OF SYSTEM WITH 6" TOE (OUTWARD FROM BASE) AND 12" EXCESS (OVER TOP OF DECK).
- (K) 6" SDR-35 PVC PERFORATED DISTRIBUTION PIPE.
- (L) 6" SDR-35 PVC PERFORATED COLLECTOR PIPE.
- (M) 6" SDR-35 SOLID PVC PIPE INTO SILVA CELL SYSTEM.
- (N) SILVA CELL BASE
- (O) CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER LEG FLARE.
- (P) PIN, PER SILVA CELL SPECIFICATIONS.
- (Q) NATIVE BACKFILL, COMPACTED TO SOILS ENGINEER RECOMMENDATION.
- (R) 6" CURB AND GUTTER

NOT TO SCALE

11 TYPICAL SILVA CELL DETAIL

TYPICAL STREET SECTIONS & DETAILS
TRACT MAP 8583 - CEDAR BOULEVARD PROPERTY

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR: ROBSON HOMES, LLC

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: JULY 29, 2022 JOB NO. 151051 SHEET 12 OF 13 **TM7.0**

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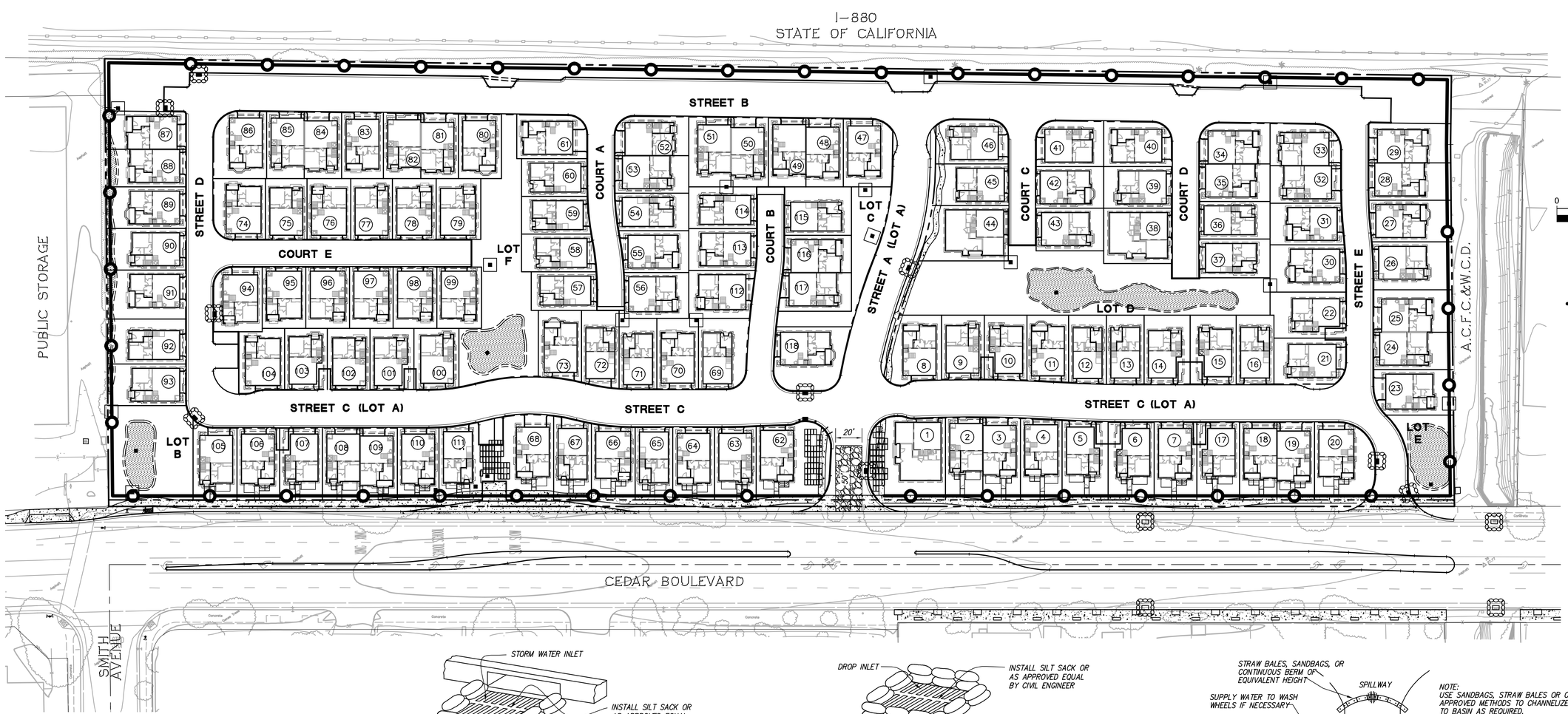
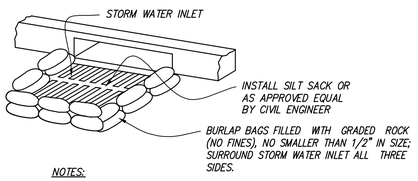


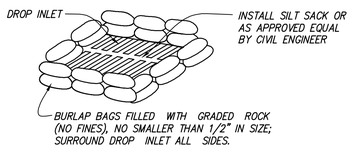
EROSION & SEDIMENT CONTROL NOTES

1. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE EFFECTIVE AT ALL TIMES.
2. NO STORM WATER SHALL BE ALLOWED TO DRAIN DIRECTLY INTO THE EXISTING STORM DRAIN SYSTEM OR CREEK BEFORE THE ONSITE STORM DRAIN SYSTEM IS INSTALLED.
3. THE NAME, ADDRESS AND 24 HOUR TELEPHONE NUMBER OF THE PERSON RESPONSIBLE FOR IMPLEMENTATION OF EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE PROVIDED TO THE CITY OF HAYWARD.
4. A MINIMUM OF 50' OF DRAIN ROCK, 2" TO 3" DIAMETER OR LARGER, AT A MINIMUM DEPTH OF 8", SHALL BE INSTALLED AT EACH DRIVEWAY ENTRANCE TO THE SITE (DETAIL ON THIS SHEET). THIS DOES NOT NEED TO BE DONE AT DRIVEWAYS WHICH WILL BE CLOSED BY IMMOVABLE BARRICADES DURING CONSTRUCTION.
5. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THIS EROSION CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF THE QUALIFIED SWPPP DEVELOPER (QSD).
6. ALL PAVED AREAS SHALL BE KEPT CLEAR OF EARTH MATERIALS AND DEBRIS. THE SITE SHALL BE MAINTAINED SO AS TO MINIMIZE SEDIMENT LADEN RUNOFF FROM ENTERING ANY STORM DRAINAGE SYSTEM.
7. THE EROSION CONTROL PLAN COVERS ONLY THE FIRST WINTER DURING WHICH CONSTRUCTION IS TO TAKE PLACE. PLANS ARE TO BE RESUBMITTED TO THE CITY ENGINEER PRIOR TO SEPTEMBER 1ST OF EACH SUBSEQUENT YEAR UNTIL ALL DISTURBED AREAS ARE STABILIZED WITH POST CONSTRUCTION BMPS.
8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSPECT AND REPAIR ALL EROSION CONTROL FACILITIES AT THE END OF EACH WORK DAY DURING THE RAINY SEASON.
9. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT TEMPORARY BORROW AREAS AND/OR STOCKPILES WITH APPROPRIATE EROSION CONTROL MEASURES SATISFACTORY TO THE QUALIFIED SWPPP PRACTITIONER (QSP) AND THE CITY ENGINEER.
10. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DURING GRADING OPERATION, BEFORE OCTOBER 1 AND PRIOR TO INSTALLATION OF STORM DRAINAGE SYSTEM. SUCH ADDITIONAL MEASURES WILL BE CONTINGENT UPON THE STAGE OF GRADING OPERATIONS. THE CONTRACTOR SHALL IMPLEMENT ANY ADDITIONAL EROSION CONTROL MEASURES AS REQUIRED BY THE PROJECT STORM WATER POLLUTION PREVENTION PLAN AND AS REQUIRED BY QSP, QSD, THE STATE WATER BOARD, ALAMEDA COUNTY CLEAN WATER PROGRAM AND CITY OF NEWARK FOR CONSTRUCTION ACTIVITY.
11. ALL EROSION CONTROL DEVICES ARE TO BE REMOVED AND DISPOSED OF OFF-SITE BY CONTRACTOR AFTER ALL DISTURBED AREAS ARE STABILIZED WITH POST CONSTRUCTION BMPS.
12. THE CONTRACTOR SHALL PERFORM FINAL CLEANUP OF THE JOB SITE TO THE SATISFACTION OF THE CITY OF NEWARK AND THE OWNER.
13. VACUUM STREET SWEEPER SHALL SWEEP DAILY AND BE ON SITE AT ALL TIMES.
14. DUST CONTROL BEST MANAGEMENT PRACTICES, AS APPROVED BY THE CITY ENGINEER, SHALL BE FOLLOWED AT ALL TIMES DURING GRADING AND CONSTRUCTION OPERATIONS. SUCH MEASURES MAY INCLUDE WATERING OF EXPOSED SURFACES TWICE A DAY, AND MORE FREQUENT WATERING WHEN WIND SPEEDS EXCEED 15 MPH; COVERING OF STOCKPILED EARTH; COVERING OF TRUCKS HAULING DIRT IF WINDY CONDITIONS PREVAIL. FAILURE TO KEEP DUST UNDER CONTROL MAY RESULT IN THE STOPPAGE OF ALL WORK UNTIL A MODIFIED PLAN ACCEPTABLE TO THE CITY ENGINEER IS APPROVED AN IMPLEMENTED.
15. CONTRACTOR SHALL PROVIDE CONSTRUCTION FENCE (6' HIGH CHAIN LINK FENCE) WITH PROTECTIVE SCREEN AT THE TRACT BOUNDARY. DETAIL SHALL BE SUBMITTED TO THE CITY FOR APPROVAL PRIOR TO INSTALLATION.



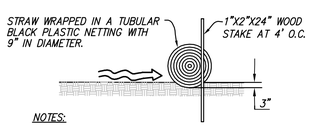
NOTES:
1. THICKNESS OF FILLED BAGS WHEN LAID FLAT SHALL NOT EXCEED 4".
2. ENSURE THERE ARE NO GAPS BETWEEN THE BAGS OR BETWEEN THE BAGS AND THE FACE OF CURB.
3. REMOVE ACCUMULATED SILT, DIRT, AND DEBRIS BEFORE IT EXCEEDS 2" THICK IN THE GUTTER.
4. INSPECT INLET PROTECTION DAILY DURING EXTENDED RAINFALL PERIODS AND BEFORE AND AFTER EACH RAIN EVENT.

BURLAP SACK CURB INLET SEDIMENT FILTER DETAIL
NOT TO SCALE



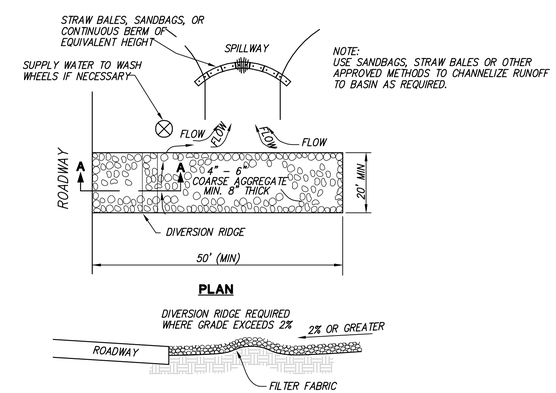
NOTES:
1. THICKNESS OF FILLED BAGS WHEN LAID FLAT SHALL NOT EXCEED 4".
2. ENSURE THERE ARE NO GAPS BETWEEN THE BAGS.
3. REMOVE ACCUMMULATED SILT, DIRT, AND DEBRIS BEFORE IT EXCEEDS 2" THICK AROUND THE INLET.
4. INSPECT INLET PROTECTION DAILY DURING EXTENDED RAINFALL PERIODS AND BEFORE AND AFTER EACH RAIN EVENT.

BURLAP SACK DROP INLET SEDIMENT FILTER DETAIL
NOT TO SCALE



NOTES:
1. FIBERS ROLLS TO BE PLACED AROUND STOCKPILES, ON SLOPES, AND AT EDGE OF GRADED AREAS TO CONTROL SEDIMENT RUNOFF.
2. INSPECT BEFORE AND AFTER EACH RAIN EVENT AND DAILY DURING RAIN EVENT.
3. REPAIR OR REPLACE FIBER ROLLS IMMEDIATELY WHEN DAMAGED OR NO LONGER EFFECTIVE.

FIBER ROLL DETAIL
NOT TO SCALE



NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE

PRELIMINARY EROSION AND SEDIMENT CONTROL PLAN
TRACT MAP 8583 - CEDAR BOULEVARD PROPERTY

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR: ROBSON HOMES, LLC

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: JULY 29, 2022 JOB NO. 151051 SHEET 13 OF 13 **TM8.0**

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R H A

ROBERT HIDEY ARCHITECTS

CEDAR BOULEVARD

NEWARK, CALIFORNIA

1 COVER SHEET
2 SFD PLAN 1A ELEVATIONS
3 SFD PLAN 1B ELEVATIONS
4 SFD PLAN 1A FLOOR PLANS
5 SFD PLAN 1B FLOOR PLANS
6 SFD PLAN 1 ROOF PLANS
7 SFD PLAN 2A ELEVATIONS
8 SFD PLAN 2B ELEVATIONS
9 SFD PLAN 2YA ELEVATIONS
10 SFD PLAN 2YC ELEVATIONS
11 SFD PLAN 2A FLOOR PLANS
12 SFD PLAN 2B FLOOR PLANS
13 SFD PLAN 2YA FLOOR PLANS
14 SFD PLAN 2YC FLOOR PLANS
15 SFD PLAN 2 ROOF PLANS
16 SFD PLAN 3A ELEVATIONS
17 SFD PLAN 3B ELEVATIONS
18 SFD PLAN 3A FLOOR PLANS
19 SFD PLAN 3B FLOOR PLANS
20 SFD PLAN 3 ROOF PLANS
21 SFD PLAN 4A ELEVATIONS
22 SFD PLAN 4B ELEVATIONS
23 SFD PLAN 4A FLOOR PLANS
24 SFD PLAN 4B FLOOR PLANS
25 SFD PLAN 4 ROOF PLANS
26 SFD PLAN 5A ELEVATIONS
27 SFD PLAN 5A FLOOR PLANS
28 SFD PLAN 5 ROOF PLAN
29 DUET 1: 2-2A FRONT ELEVATION
30 DUET 1: 2-2A ELEVATIONS
31 DUET 1: 2-2A FLOOR PLANS
32 DUET 1: 2-2A FLOOR PLAN AND ROOF PLAN
33 DUET 2: 2-4A FRONT ELEVATION
34 DUET 2: 2-4A ELEVATIONS
35 DUET 2: 2-4A FLOOR PLANS
36 DUET 2: 2-4A FLOOR PLAN AND ROOF PLAN
37 DUET 3: 4-4B FRONT ELEVATION
38 DUET 3: 4-4B ELEVATIONS
39 DUET 3: 4-4B FLOOR PLANS
40 DUET 3: 4-4B FLOOR PLAN AND ROOF PLAN
41 COLOR AND MATERIAL BOARD
42 SFD PLAN 4C ELEVATIONS - ADDED 02/15/23
43 SFD PLAN 5A FLOOR PLANS AND ELEVATIONS - OPTION FOR BUILDER - ADDED 02/15/23
44 DUET 2: LOT 117 FLOOR PLANS AND ELEVATIONS - OPTION FOR BUILDER - ADDED 02/15/23

ROBSON HOMES

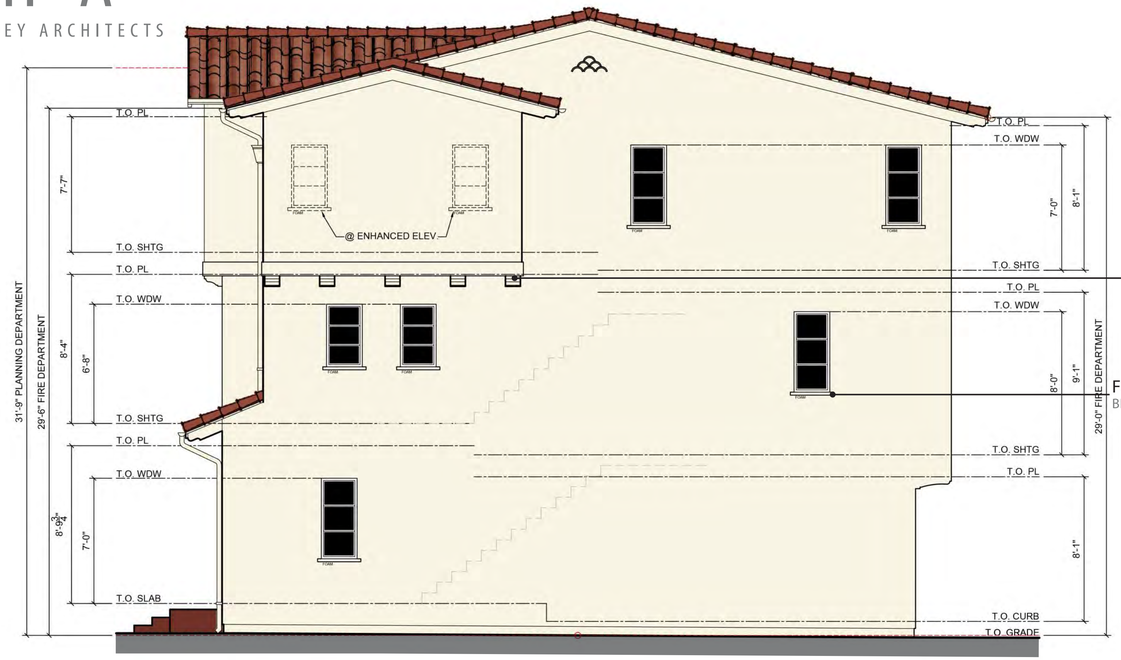
PROJECT NUMBER 17025.01 07/25/2022

LETTER DESIGNATION LEGEND:

ELEVATION VARIATIONS : A & B STYLES

Y SFD PLANS : SFD FLOOR PLAN VARIATION (WITH NOTCH AT GARAGE)

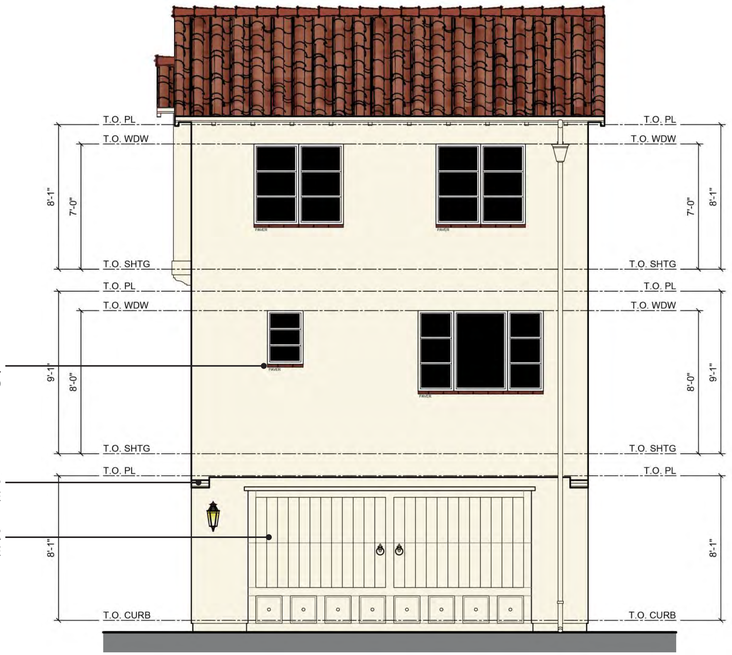
R H A
ROBERT HIDEY ARCHITECTS



RIGHT

FRONT

LEFT



REAR

CONCRETE 'S' TILE ROOF
EAGLE CAPISTRANO 75% 8403 SANTA BARBARA & 25% 3526 VALENCIA

LEADER HEAD AND DOWNSPOUTS
BENJAMIN MOORE 0C-85 MAYONNAISE

WOOD SHUTTERS
SHERWIN WILLIAMS SW 6229 TEMPE STAR

PAVER TILE SILL
GLADDING MCBEAN TUMBLED BLENDED RED

WOOD TRIM/CORBELS
BENJAMIN MOORE 0C-85 MAYONNAISE

VINYL WINDOWS
MILGARD WHITE STANDARD

FOAM SILL
BENJAMIN MOORE 0C-85 MAYONNAISE

STUCCO
BENJAMIN MOORE 0C-85 MAYONNAISE

FABRIC AWNING
SUNBRELLA DEEP SEA 4691

DECO TILE
MALIBU HM CUSTOMIZED MC1-111

FIBERGLASS ENTRY DOOR
SHERWIN WILLIAMS SW 6229 TEMPE STAR

CLAY TILE GABLE VENT

PAVER TILE SILL
GLADDING MCBEAN TUMBLED BLENDED RED

FOAM CORBELS
BENJAMIN MOORE 0C-85 MAYONNAISE

GARAGE DOOR
BENJAMIN MOORE 0C-85 MAYONNAISE

FOAM SILL
BENJAMIN MOORE 0C-85 MAYONNAISE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 1A ELEVATIONS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

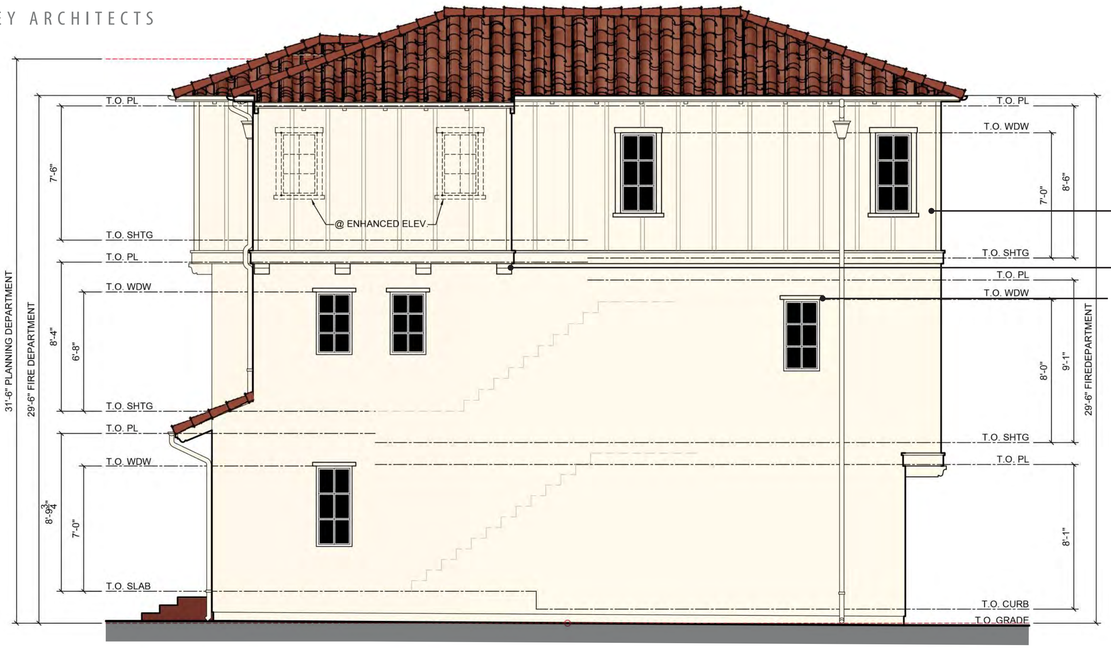
DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS



RIGHT

FRONT

CONCRETE 'S' TILE ROOF
EAGLE CAPISTRANO 75% 8403 SANTA BARBARA & 25% 3526 VALENCIA

WINDOW SHUTTERS
KELLY MOORE KM 4435 WARM WELCOME

BOARD AND BATTENS
BENJAMIN MOORE 0C-85 MAYONNAISE

WOOD TRIM/CORBELS
BENJAMIN MOORE 0C-85 MAYONNAISE

FOAM HEADER
BENJAMIN MOORE 0C-85 MAYONNAISE

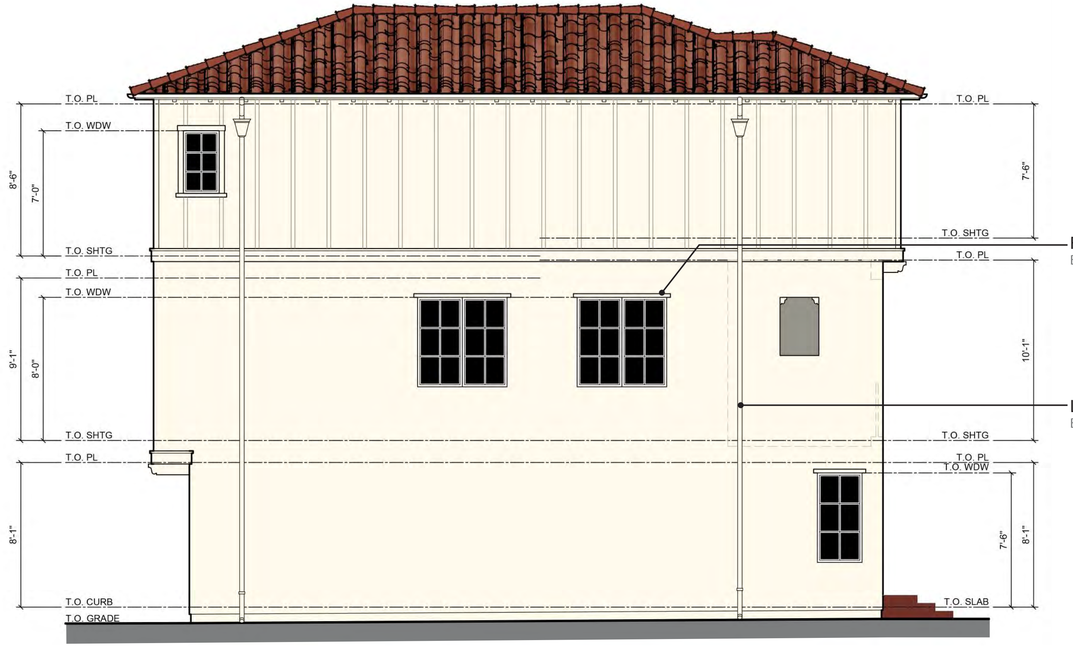
STUCCO
BENJAMIN MOORE 0C-85 MAYONNAISE

WOOD PICKETS
BENJAMIN MOORE 0C-85 MAYONNAISE

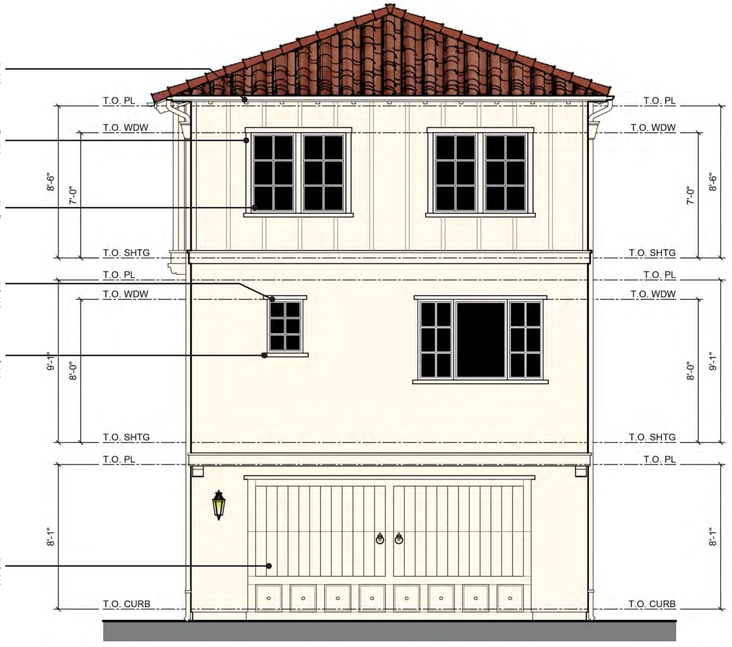
WOOD HEADER
BENJAMIN MOORE 0C-85 MAYONNAISE

FIBERGLASS ENTRY DOOR
KELLY MOORE KM 4435 WARM WELCOME

WOOD SILL
BENJAMIN MOORE 0C-85 MAYONNAISE



LEFT



REAR

WOOD RAFTERS
BENJAMIN MOORE 0C-85 MAYONNAISE

WOOD TRIM SURROUND
BENJAMIN MOORE 0C-85 MAYONNAISE

VINYL WINDOWS
MILGARD WHITE STANDARD

FOAM HEADER
BENJAMIN MOORE 0C-85 MAYONNAISE

WOOD HEADER
BENJAMIN MOORE 0C-85 MAYONNAISE

WOOD SILL
BENJAMIN MOORE 0C-85 MAYONNAISE

LEADER HEAD AND DOWNSPOUTS
BENJAMIN MOORE 0C-85 MAYONNAISE

GARAGE DOOR
BENJAMIN MOORE 0C-85 MAYONNAISE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 1B ELEVATIONS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

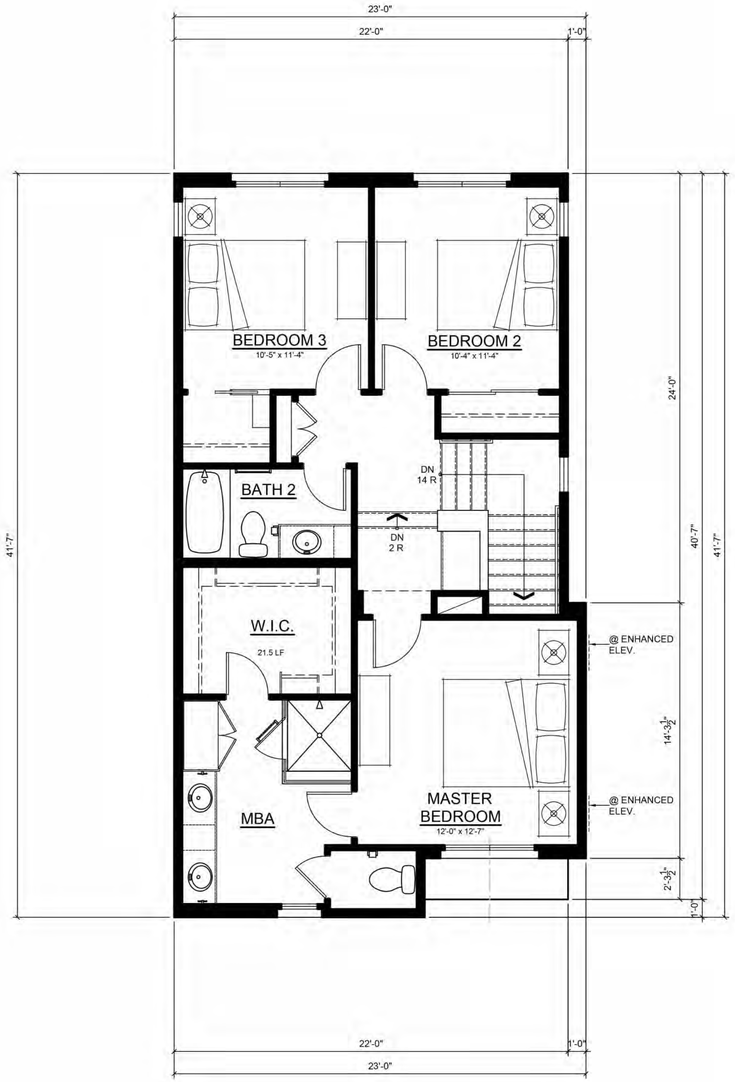
ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

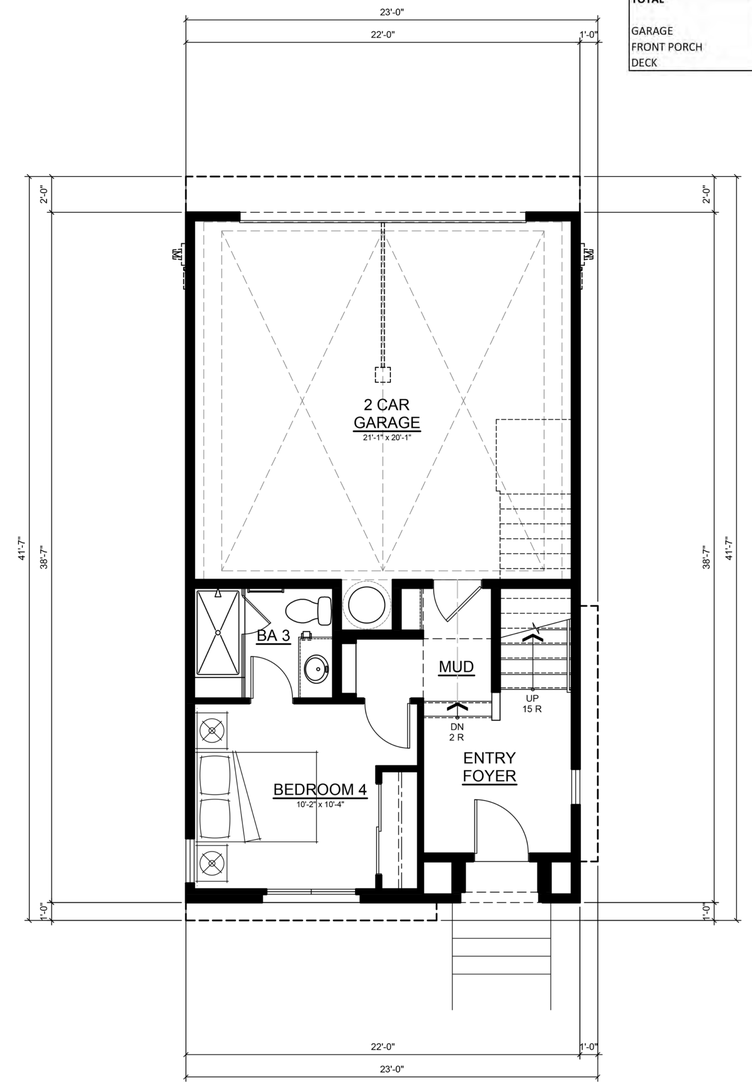
FLOOR AREA TABLE

PLAN 1A	
FIRST FLOOR	365 SF
SECOND FLOOR	752 SF
THIRD FLOOR	844 SF
TOTAL	1961 SF
GARAGE	460 SF
FRONT PORCH	0 SF
DECK	111 SF



THIRD FLOOR

SECOND FLOOR



FIRST FLOOR

4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 1A FLOOR PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

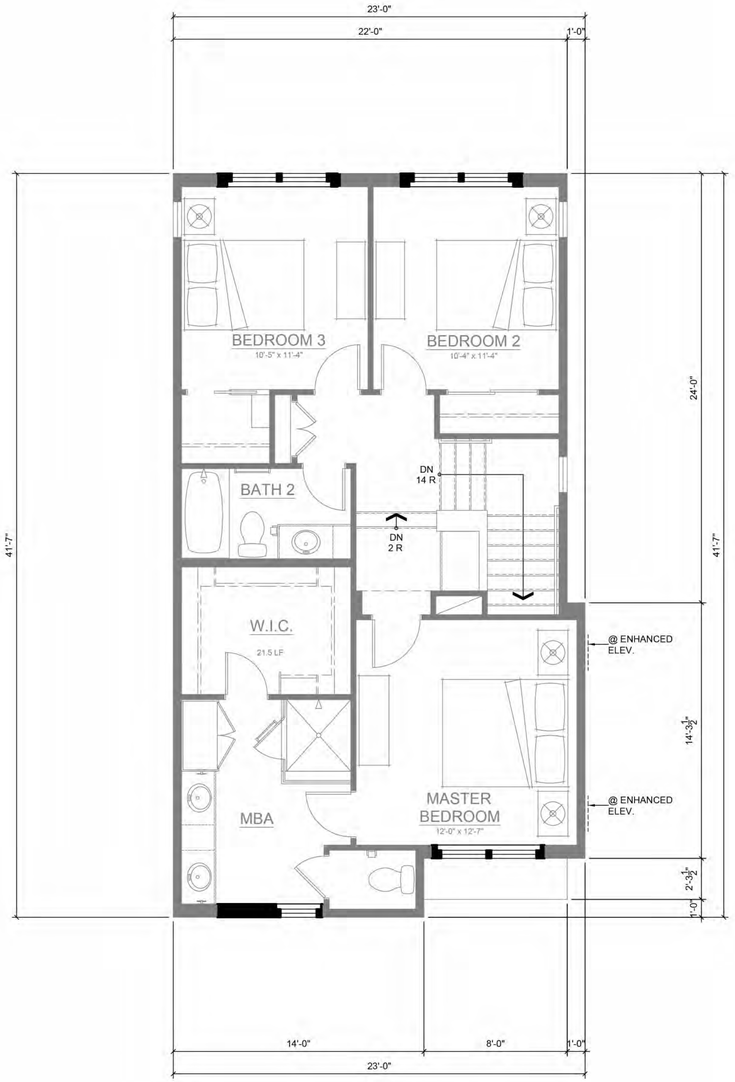
17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

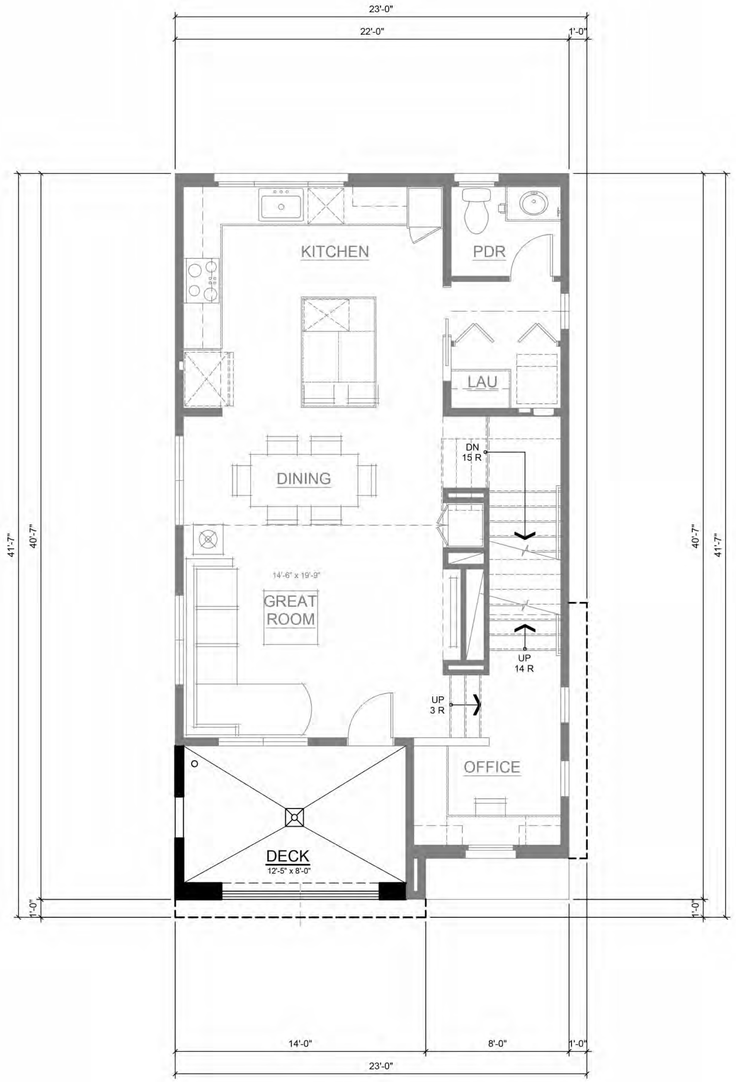
NOTE: SCREENED SFD PLAN PORTIONS DO NOT CHANGE FROM THE BASE FLOOR SFD PLAN.

FLOOR AREA TABLE

PLAN 1B	
FIRST FLOOR	376 SF
SECOND FLOOR	752 SF
THIRD FLOOR	844 SF
TOTAL	1972 SF
GARAGE	460 SF
FRONT PORCH	0 SF
DECK	111 SF



THIRD FLOOR



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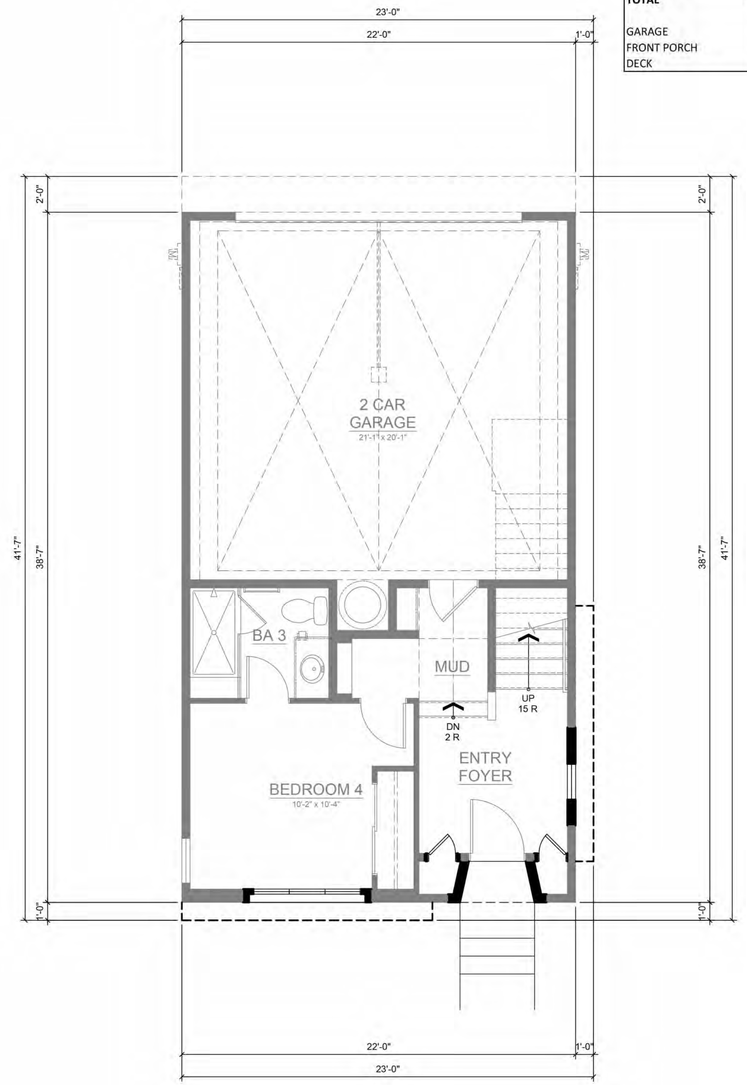


FIRST FLOOR

4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 1B FLOOR PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

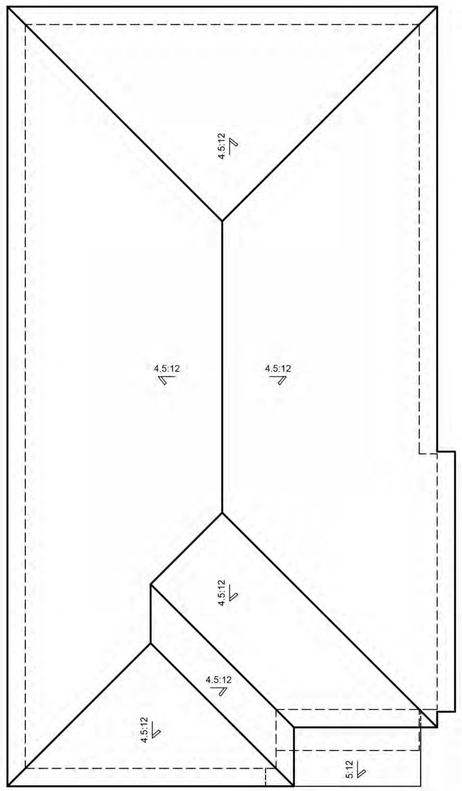
DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

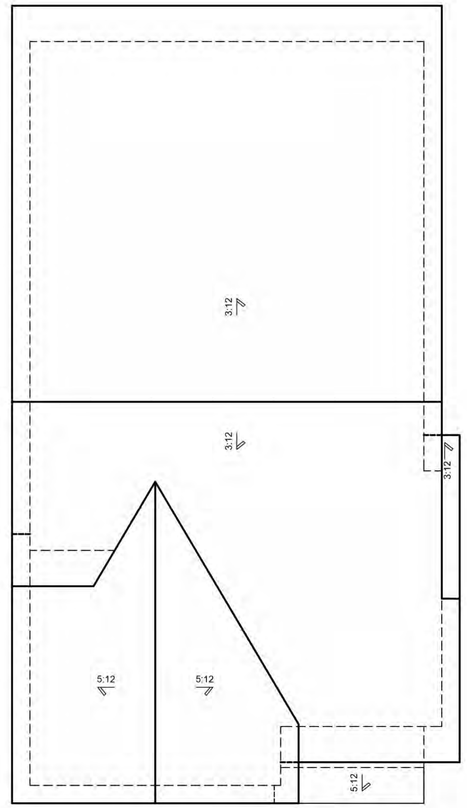
ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS



1B



1A

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 1 ROOF PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

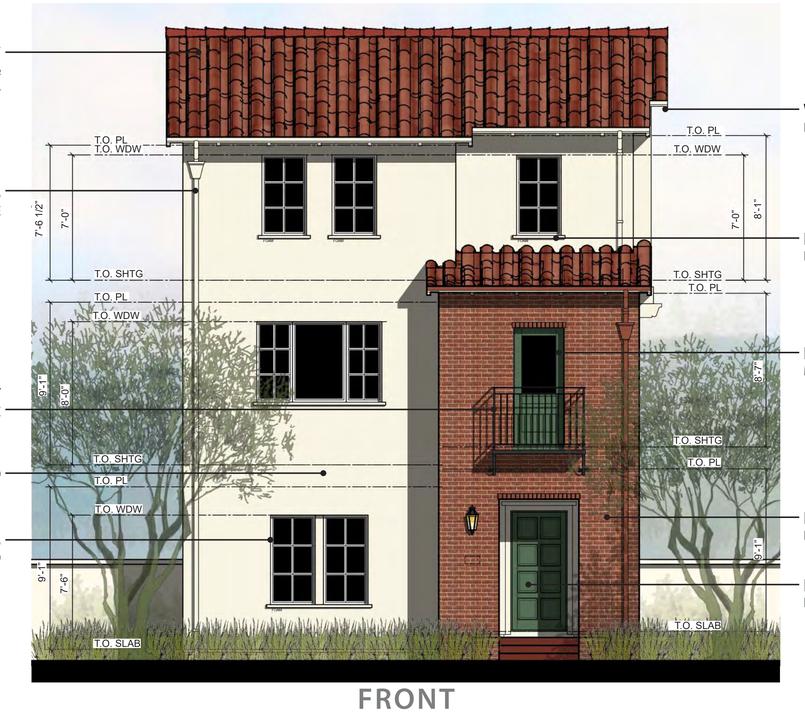
ROBSON HOMES

17025.01 07/25/2022

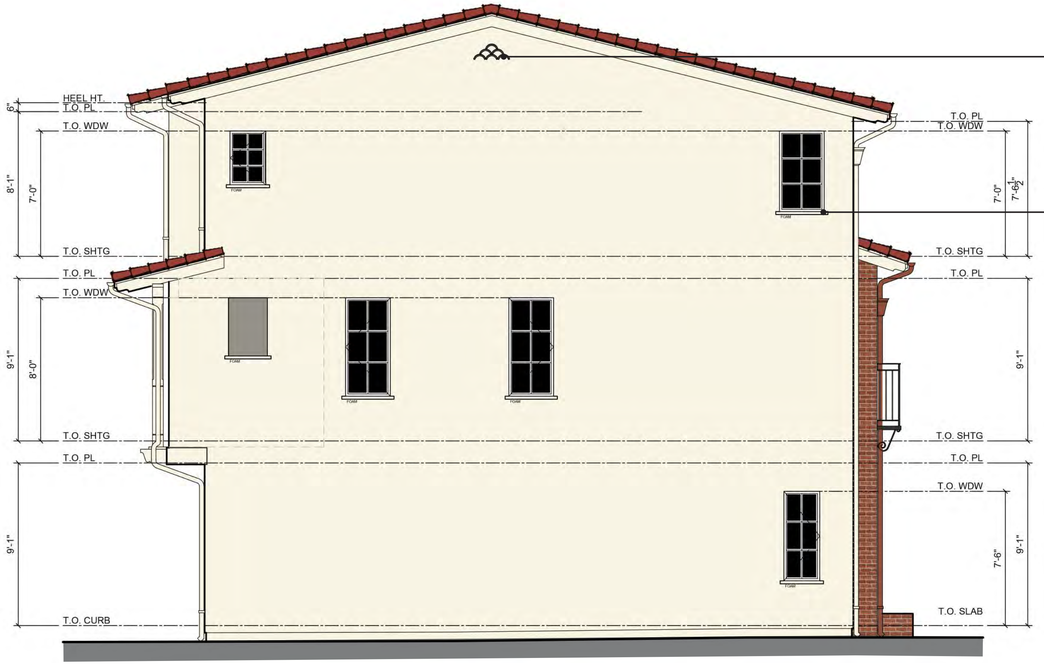
R H A

ROBERT HIDEY ARCHITECTS

RIGHT



FRONT



LEFT

REAR

CEDAR BOULEVARD

NEWARK, CALIFORNIA

SFD PLAN 2A ELEVATIONS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'

SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

R H A

ROBERT HIDEY ARCHITECTS

RIGHT

FRONT

CONCRETE 'S' TILE ROOF
EAGLE CAPISTRANO 75% 8403 SANTA BARBARA & 25% 3526 VALENCIA

WOOD RAFTERS
PRATT & LAMBERT 2-18 BRITISH BROWN

WOOD SHUTTERS
SHERWIN WILLIAMS SW 6229 TEMPE STAR

WOOD TRIM/CORBELS
PRATT & LAMBERT 2-18 BRITISH BROWN

WOOD HEADER
PRATT & LAMBERT 2-18 BRITISH BROWN

VINYL WINDOWS
MILGARD CLASSIC BROWN

FOAM HEADER
PRATT & LAMBERT 2-18 BRITISH BROWN

FABRIC AWNING
SUNBRELLA DEEP SEA 4691

BRICK
BELDEN 'JUMBO ROSEWOOD CLEAR A'

CLAY TILE GABLE VENT

STUCCO
DUNN EDWARDS DE 5294 BLANK CANVAS

FOAM SILL
PRATT & LAMBERT 2-18 BRITISH BROWN

LEADER HEAD AND DOWNSPOUTS
CUSTOM-BILT METALS 'WEATHERED BRONZE'

PRECAST SURROUND
SHERWIN WILLIAMS SW 9109 NATURAL LINEN

FIBERGLASS ENTRY DOOR
SHERWIN WILLIAMS SW 6229 TEMPE STAR

LEFT

REAR

FOAM HEADER
PRATT & LAMBERT 2-18 BRITISH BROWN

WOOD HEADER
PRATT & LAMBERT 2-18 BRITISH BROWN

FOAM SILL
PRATT & LAMBERT 2-18 BRITISH BROWN

WOOD TRIM AND CORBELS
PRATT & LAMBERT 2-18 BRITISH BROWN

REAR DOOR
SHERWIN WILLIAMS SW 6229 TEMPE STAR

PAVER TILE SILL
GLADDING MCBEAN / TUMBLED BLENDED RED

GARAGE DOOR
PRATT & LAMBERT 2-18 BRITISH BROWN

CEDAR BOULEVARD

NEWARK, CALIFORNIA

SFD PLAN 2B ELEVATIONS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'

SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

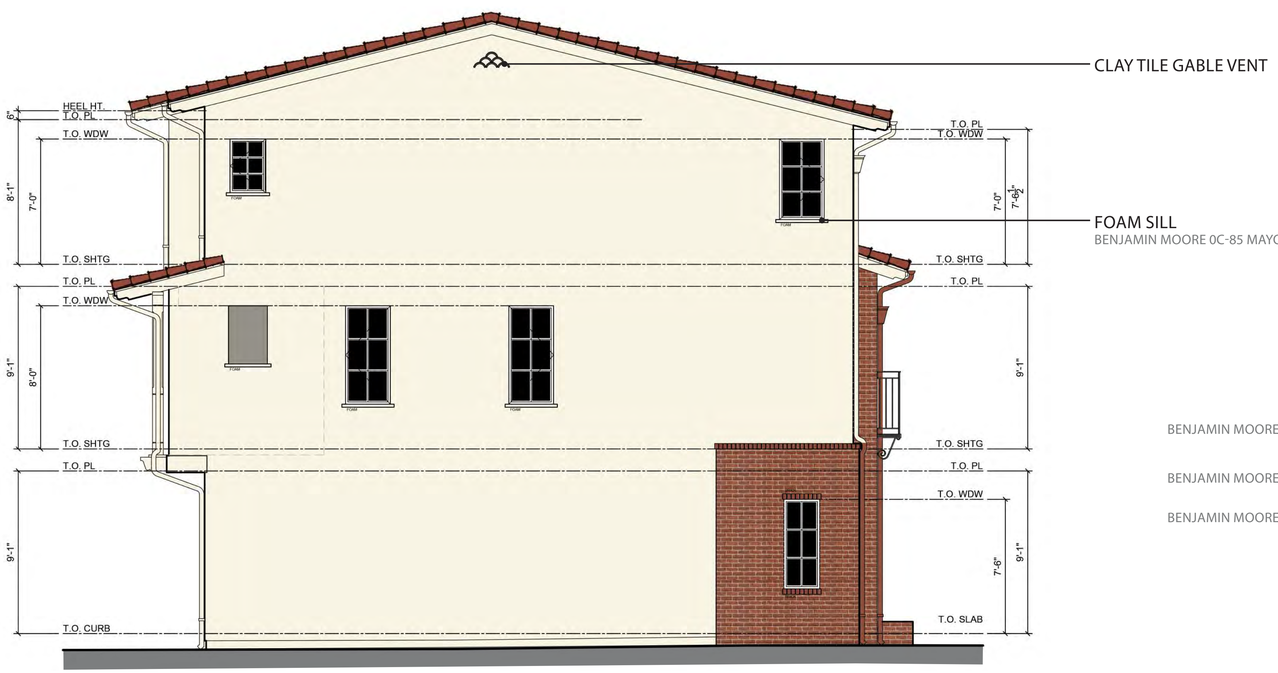
17025.01 07/25/2022

R H A

ROBERT HIDEY ARCHITECTS

RIGHT

FRONT



LEFT

REAR

CEDAR BOULEVARD

NEWARK, CALIFORNIA

SFD PLAN 2YA ELEVATIONS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'

SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

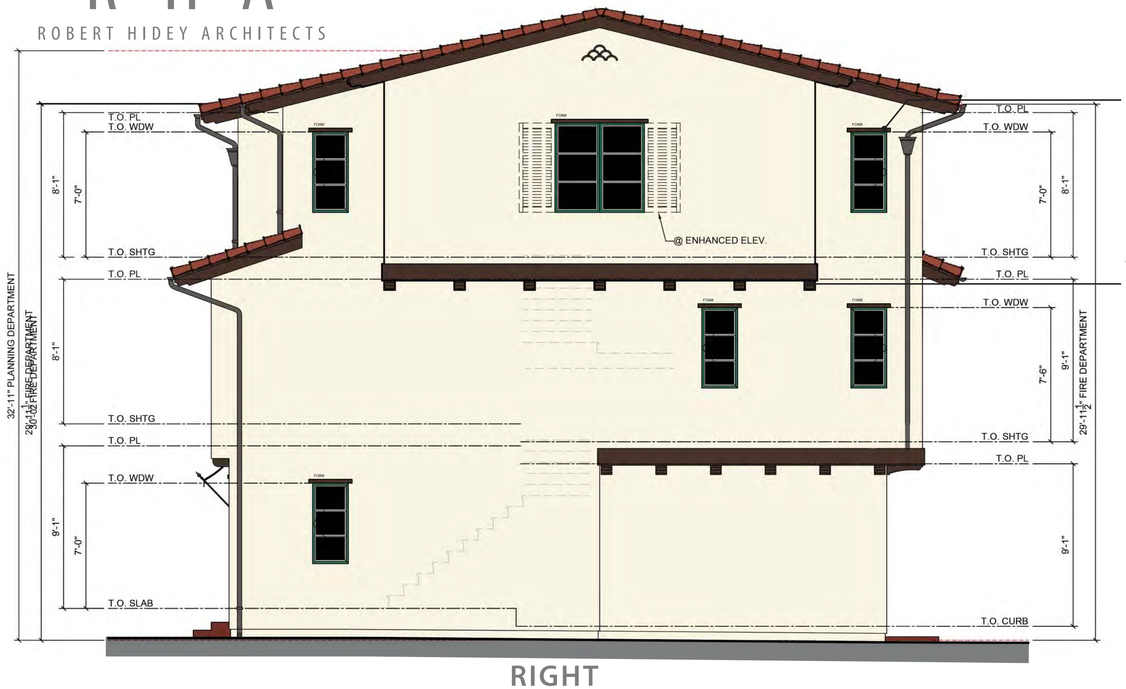
RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

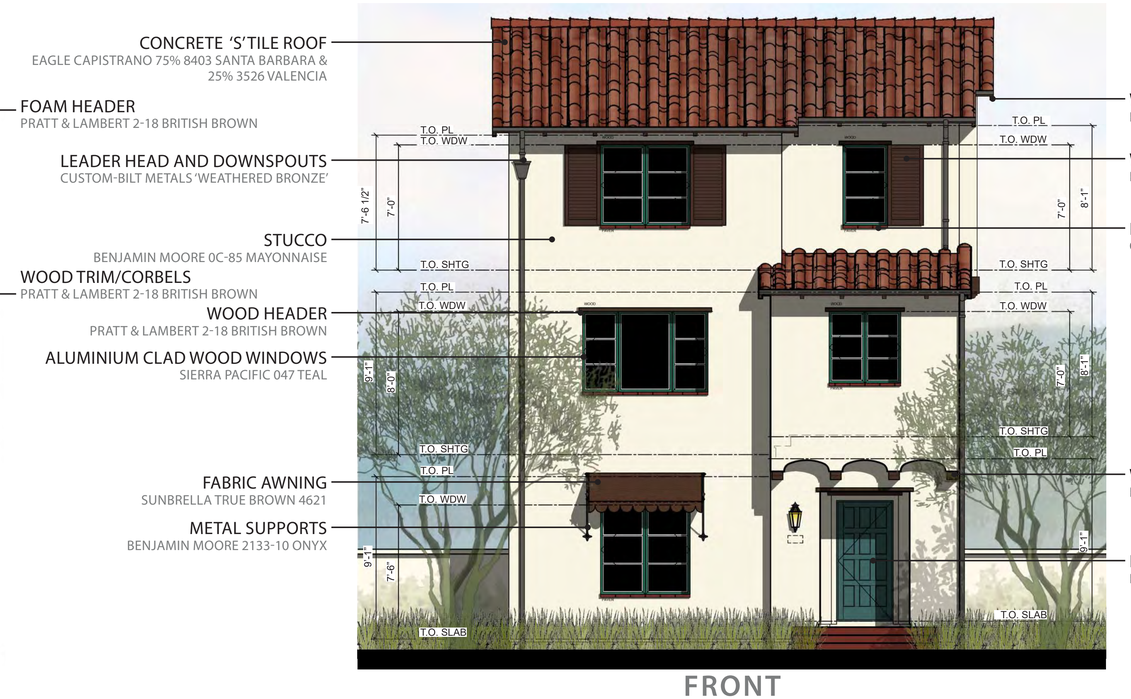
17025.01 07/25/2022

R H A

ROBERT HIDEY ARCHITECTS



RIGHT



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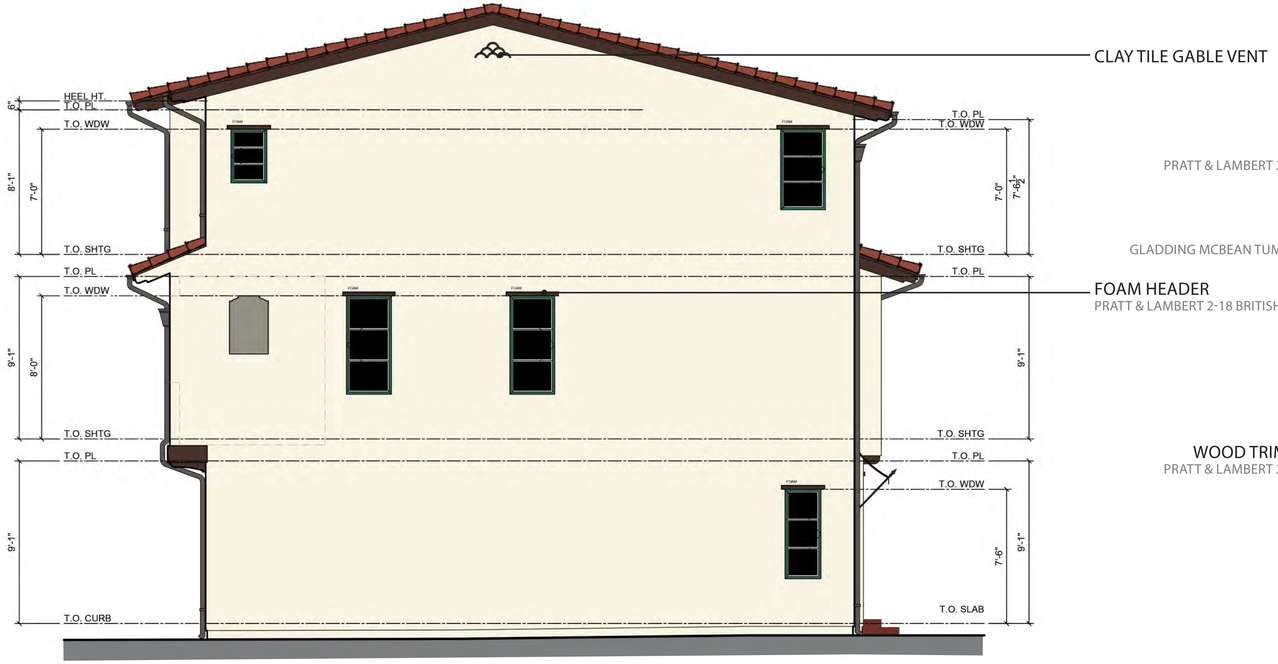

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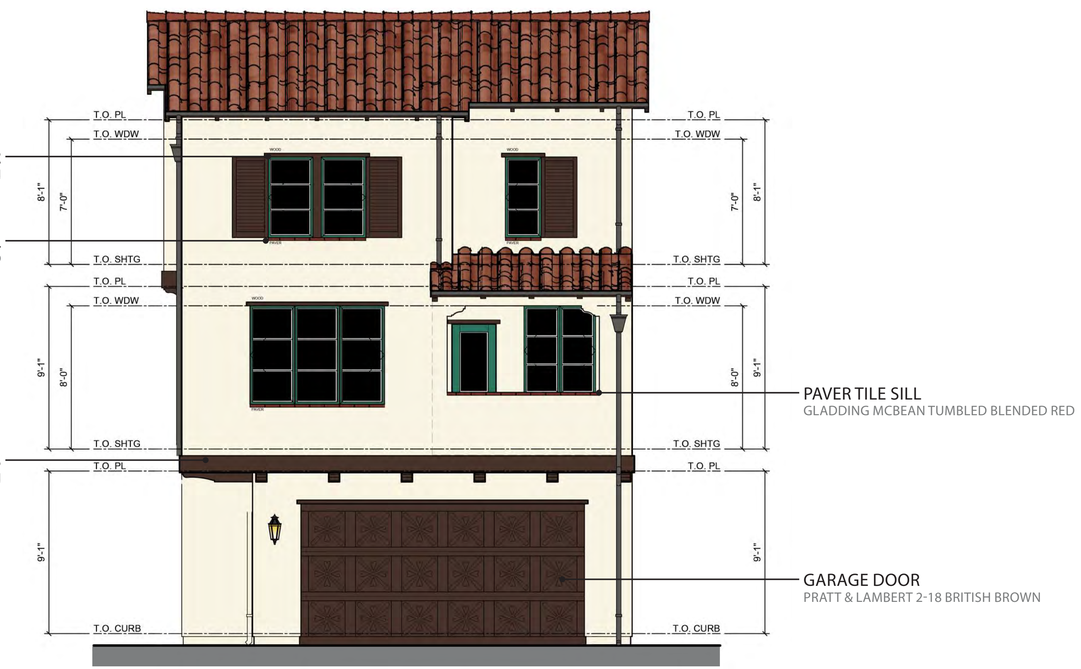


REAR

CEDAR BOULEVARD

NEWARK, CALIFORNIA

SFD PLAN 2YC ELEVATIONS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'

SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

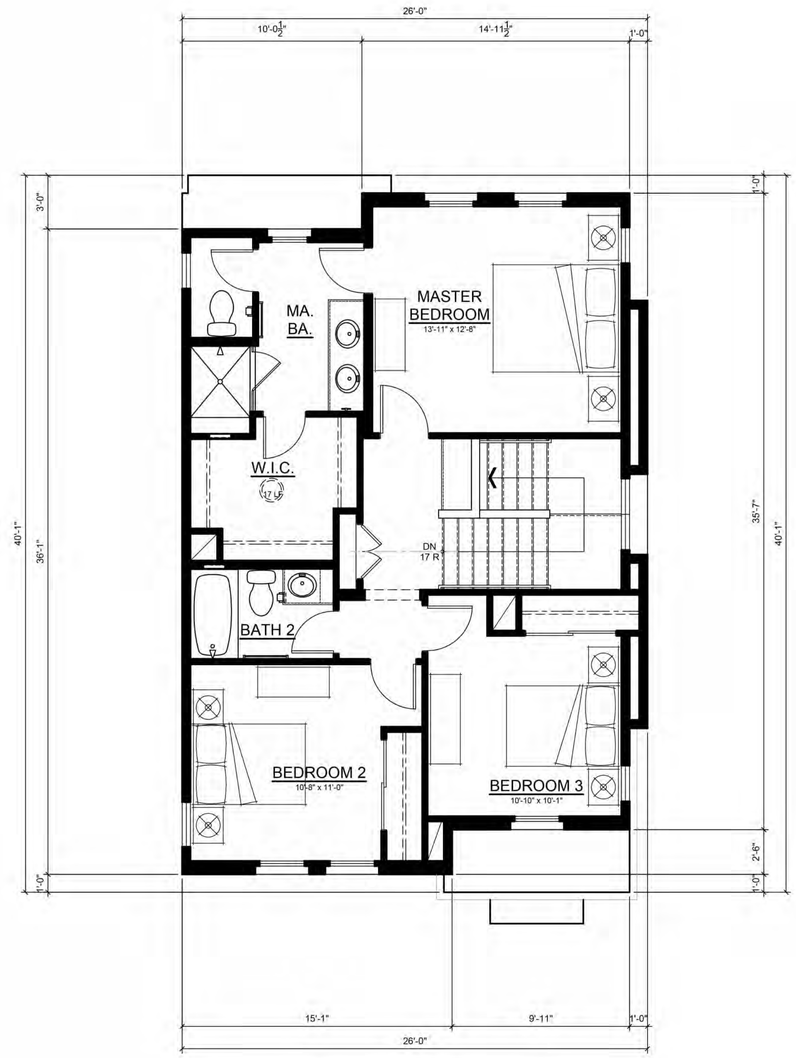
ROBSON HOMES

17025.01 07/25/2022

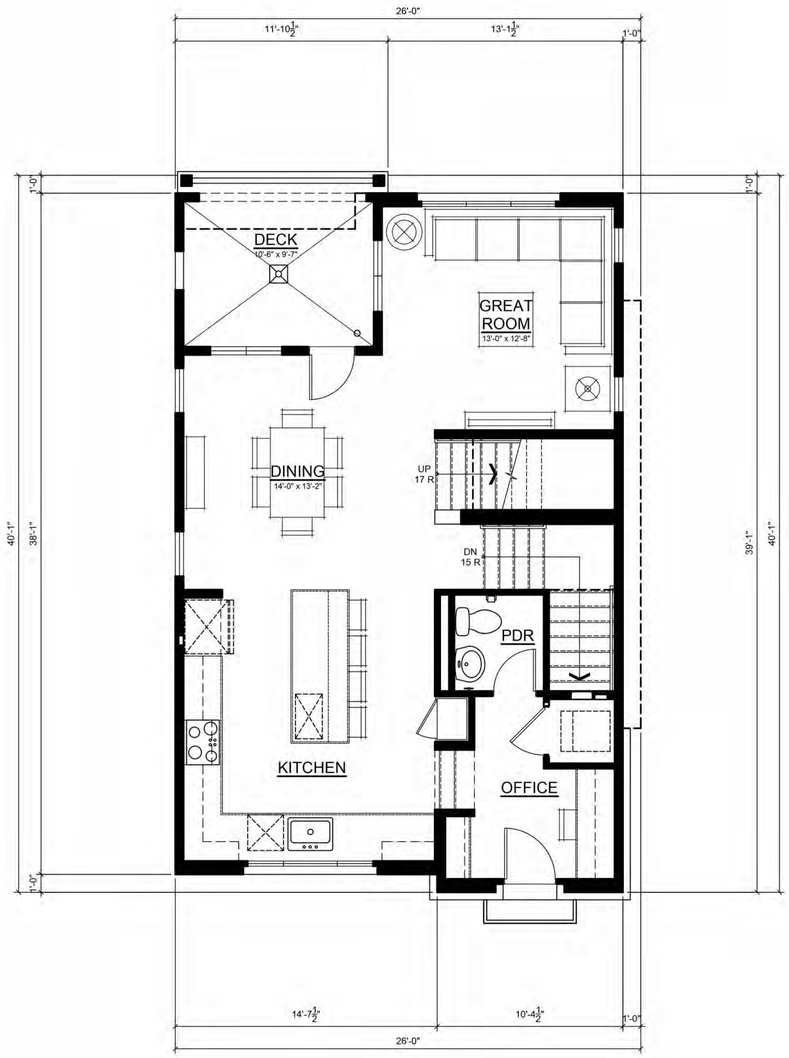
R H A
ROBERT HIDEY ARCHITECTS

FLOOR AREA TABLE

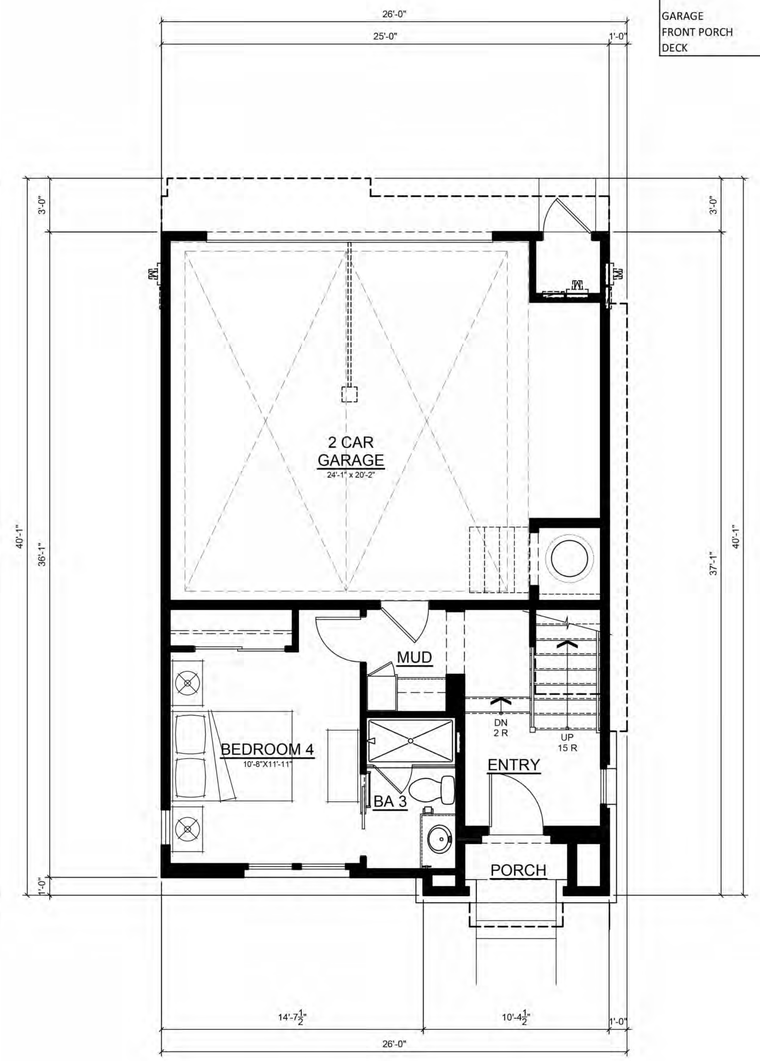
PLAN 2A	
FIRST FLOOR	364 SF
SECOND FLOOR	856 SF
THIRD FLOOR	812 SF
TOTAL	2032 SF
GARAGE	516 SF
FRONT PORCH	17 SF
DECK	109 SF



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 2A FLOOR PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

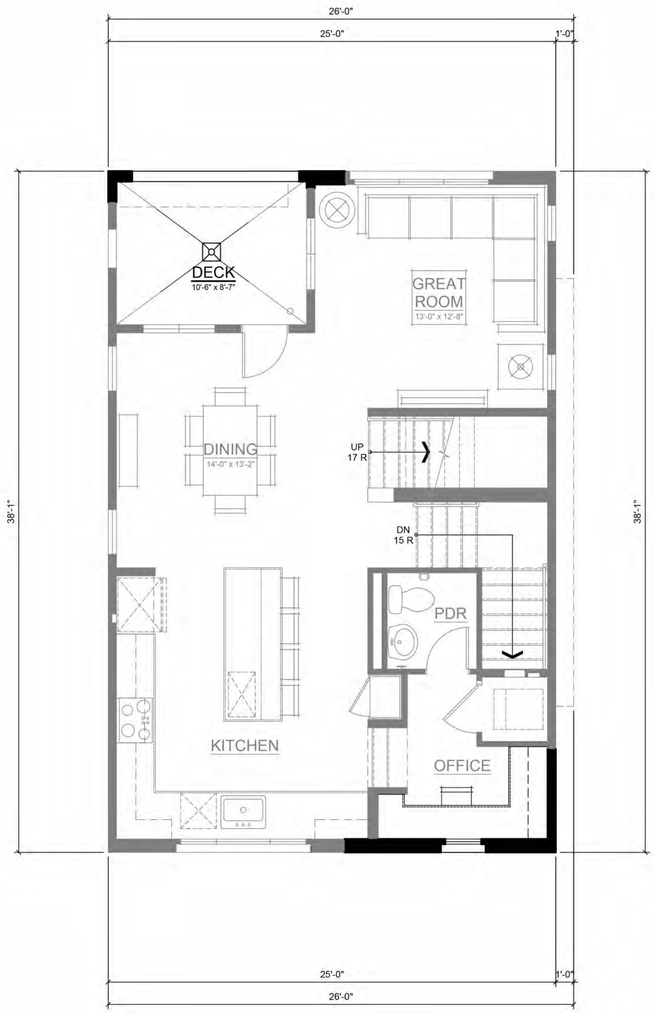
R H A
ROBERT HIDEY ARCHITECTS

NOTE: SCREENED SFD PLAN PORTIONS DO NOT CHANGE FROM THE BASE FLOOR SFD PLAN.

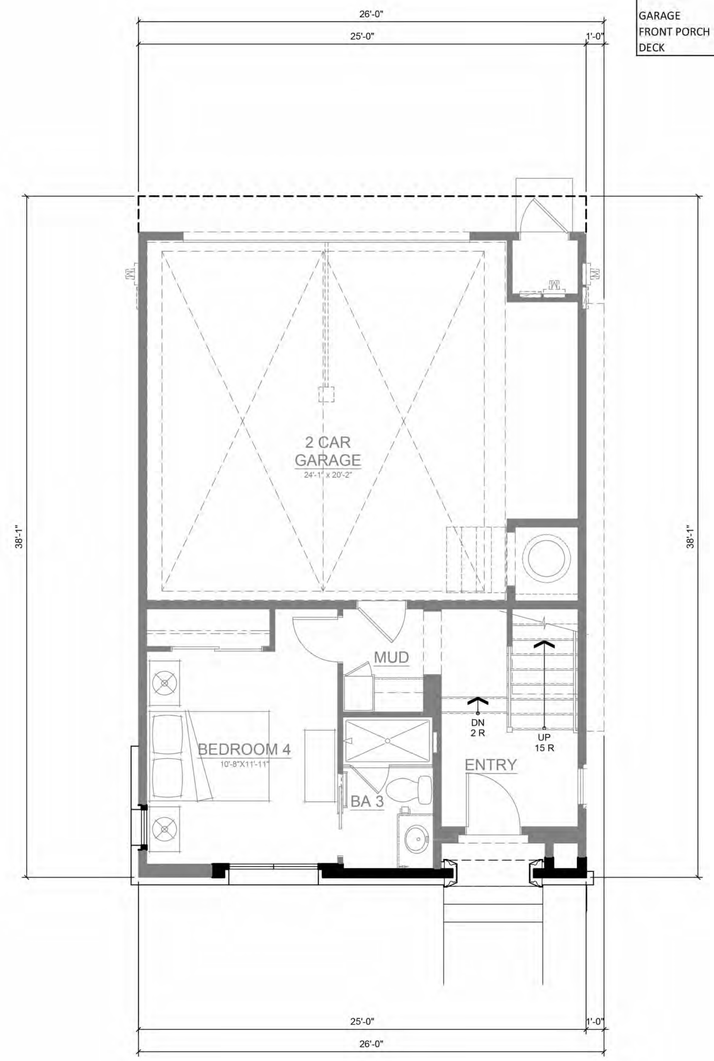
FLOOR AREA TABLE

PLAN 2B	
FIRST FLOOR	364 SF
SECOND FLOOR	846 SF
THIRD FLOOR	812 SF
TOTAL	2022 SF
GARAGE	516 SF
FRONT PORCH	15 SF
DECK	95 SF

THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 2B FLOOR PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

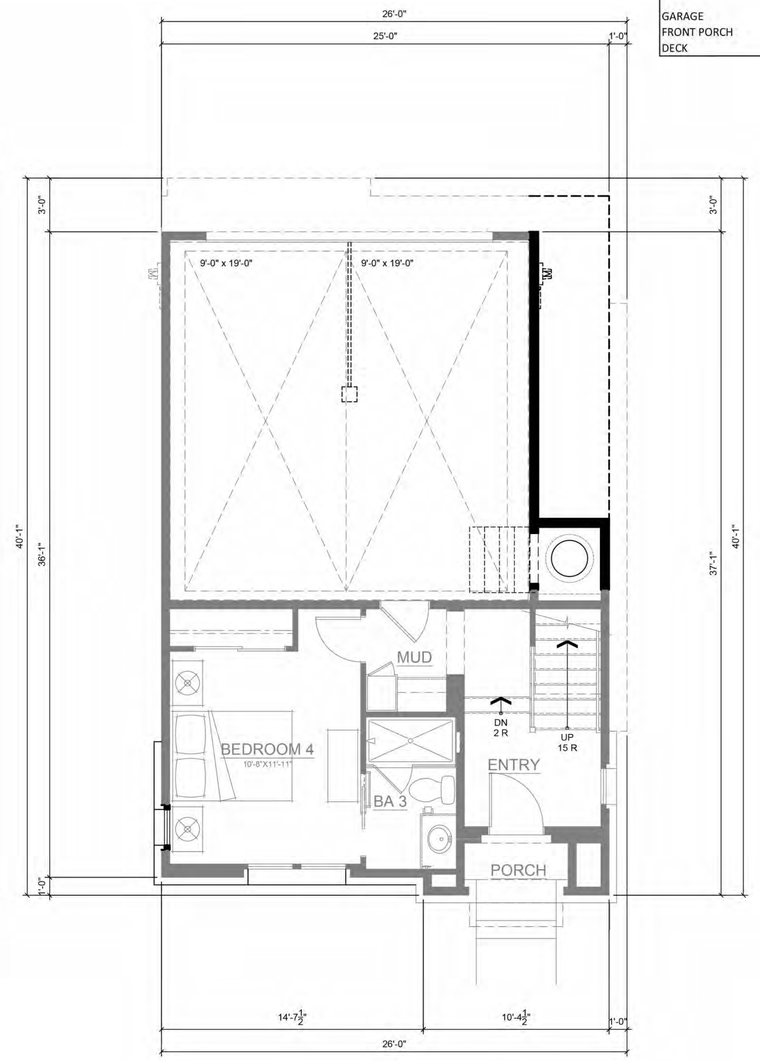
NOTE: SCREENED SFD PLAN PORTIONS DO NOT CHANGE FROM THE BASE FLOOR SFD PLAN.

FLOOR AREA TABLE

PLAN 2YA	
FIRST FLOOR	364 SF
SECOND FLOOR	856 SF
THIRD FLOOR	812 SF
TOTAL	2032 SF
GARAGE	452 SF
FRONT PORCH	17 SF
DECK	109 SF

THIRD FLOOR

SECOND FLOOR



FIRST FLOOR

4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 2YA FLOOR PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

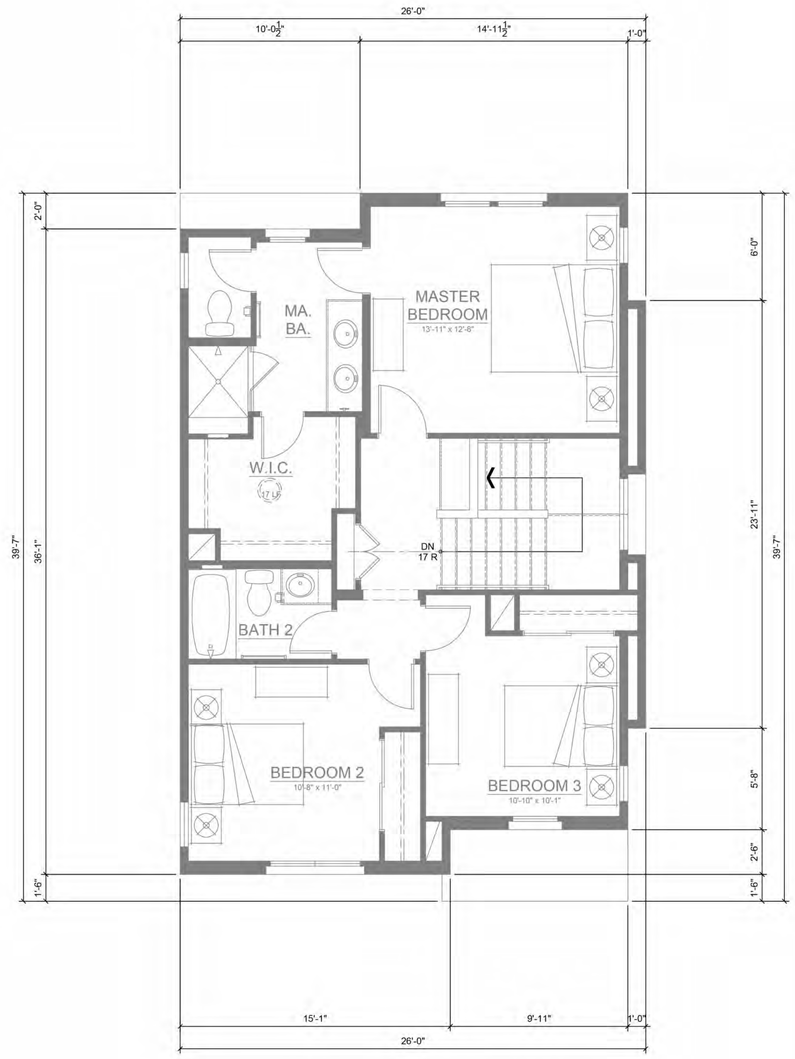
17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

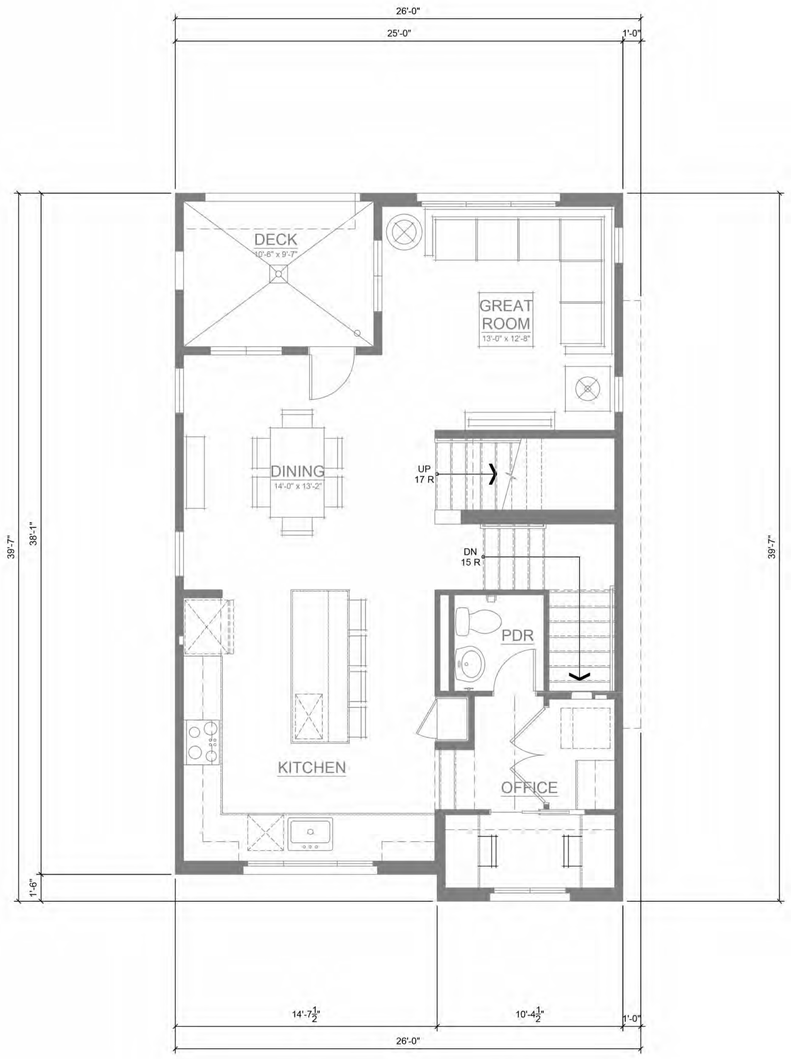
NOTE: SCREENED SFD PLAN PORTIONS DO NOT CHANGE FROM THE BASE FLOOR SFD PLAN.

FLOOR AREA TABLE

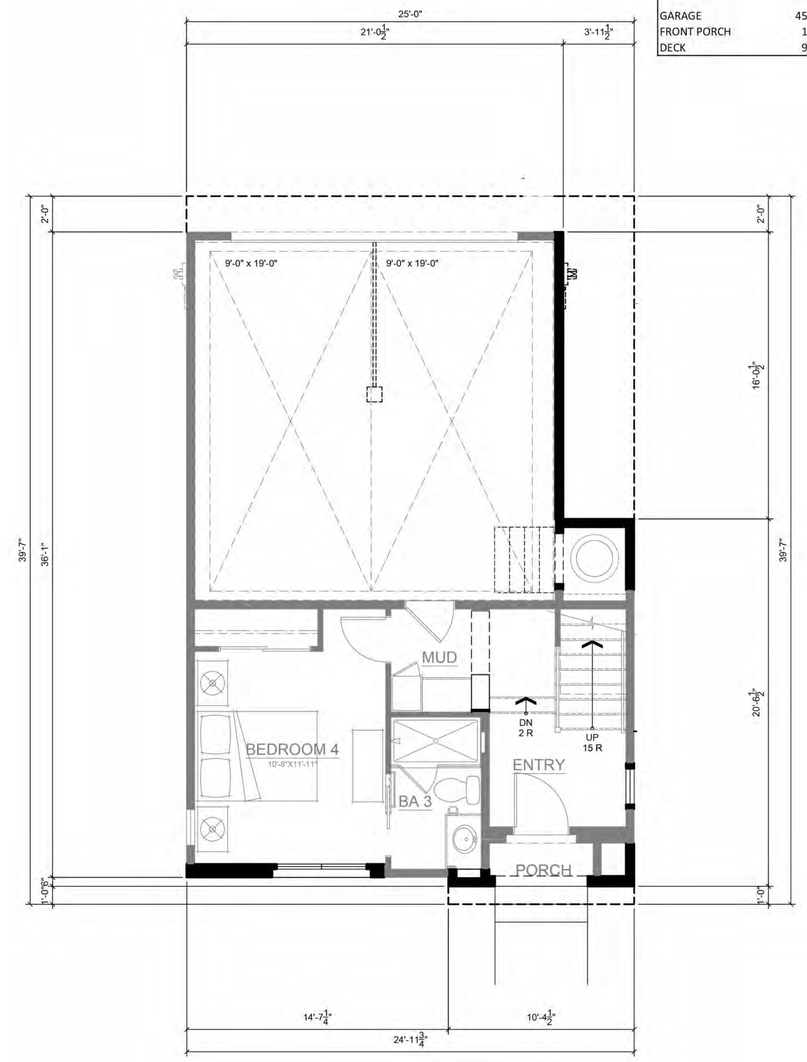
PLAN 2YC	
FIRST FLOOR	364 SF
SECOND FLOOR	861 SF
THIRD FLOOR	812 SF
TOTAL	2037 SF
GARAGE	452 SF
FRONT PORCH	17 SF
DECK	95 SF



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 2YC FLOOR PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

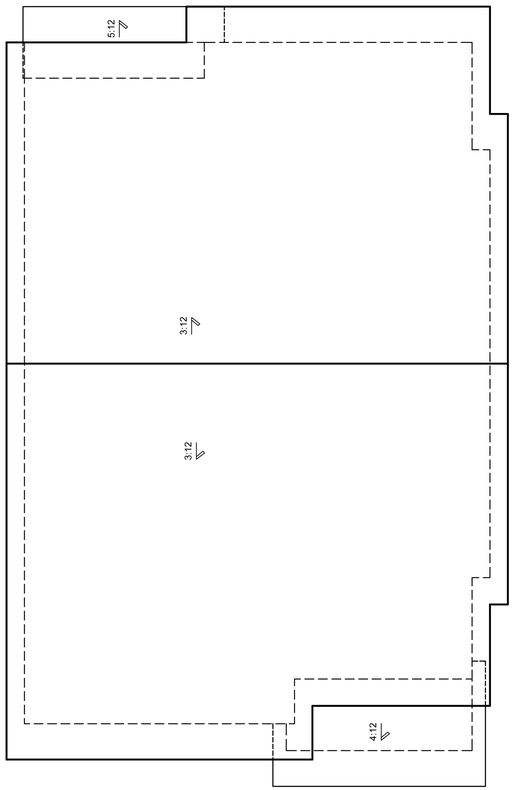
DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

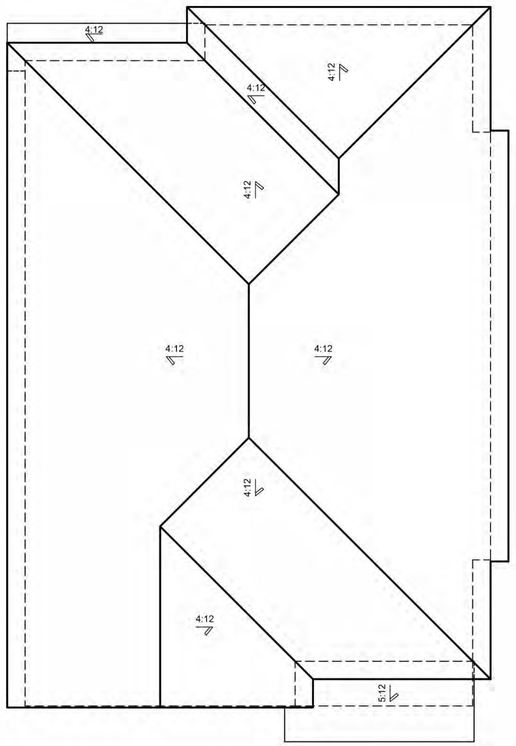
ROBSON HOMES

17025.01 07/25/2022

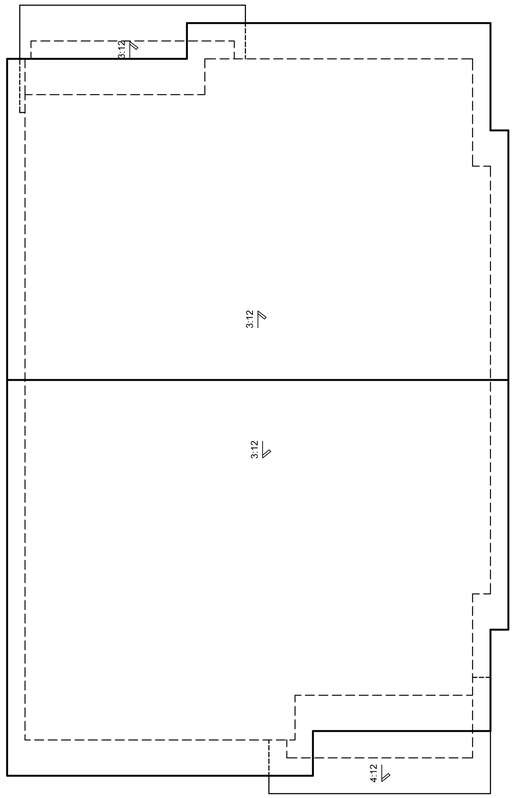
R H A
ROBERT HIDEY ARCHITECTS



2YC



2B



2A/2YA

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 2 ROOF PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

RIGHT

CONCRETE 'S' TILE ROOF
EAGLE CAPISTRANO 75% 8403 SANTA BARBARA & 25% 3526 VALENCIA

WOOD SHUTTERS
SHERWIN WILLIAMS SW 6229 TEMPE STAR

LEADER HEAD AND DOWNSPOUTS
BENJAMIN MOORE 0C-85 MAYONNAISE

WOOD TRIM/CORBELS
BENJAMIN MOORE 0C-85 MAYONNAISE

WOOD RAFTERS
BENJAMIN MOORE 0C-85 MAYONNAISE

FOAM HEADER
BENJAMIN MOORE 0C-85 MAYONNAISE

FABRIC AWNING
SUNBRELLA DEEP SEA 4691

FRONT

VINYL WINDOWS
MILGARD WHITE STANDARD

STUCCO
BENJAMIN MOORE 0C-85 MAYONNAISE

FOAM HEADER AND SILL
BENJAMIN MOORE 0C-85 MAYONNAISE

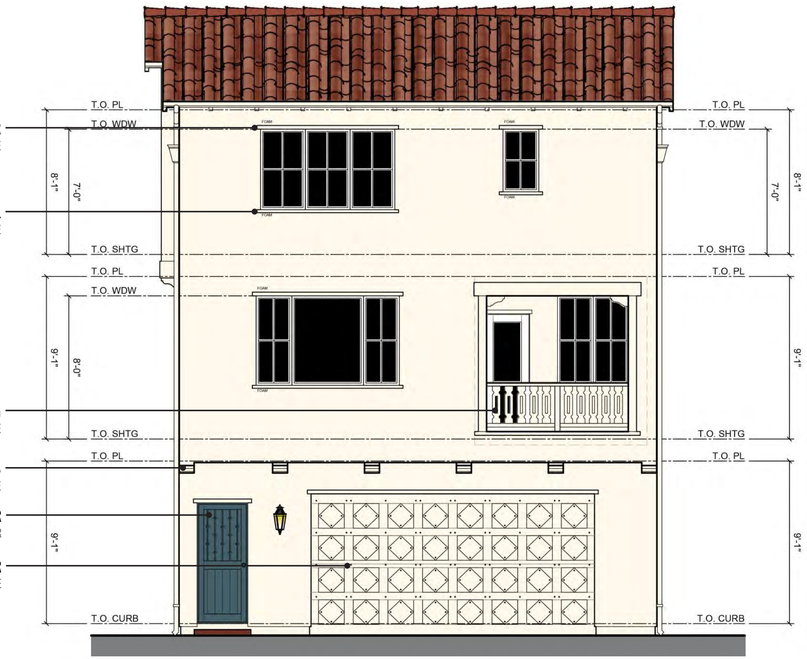
BRICK
BELDEN 'JUMBO ROSEWOOD CLEAR A'

FIBERGLASS ENTRY DOOR
SHERWIN WILLIAMS SW 6229 TEMPE STAR

LEFT

CLAY TILE GABLE VENT

FOAM HEADER
BENJAMIN MOORE 0C-85 MAYONNAISE



REAR

FOAM HEADER
BENJAMIN MOORE 0C-85 MAYONNAISE

FOAM SILL
BENJAMIN MOORE 0C-85 MAYONNAISE

WOOD TRIM/RAILING
BENJAMIN MOORE 0C-85 MAYONNAISE

WOOD CORBELS
BENJAMIN MOORE 0C-85 MAYONNAISE

REAR DOOR
SHERWIN WILLIAMS SW 6229 TEMPE STAR

GARAGE DOOR
BENJAMIN MOORE 0C-85 MAYONNAISE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 3A ELEVATIONS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

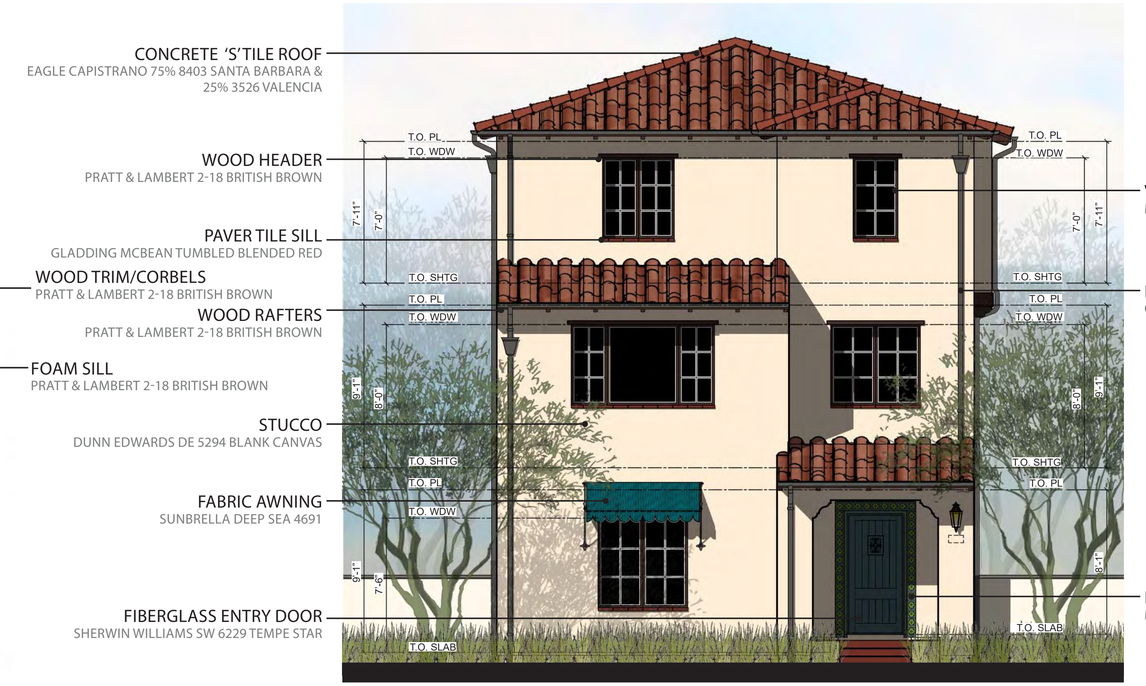
RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

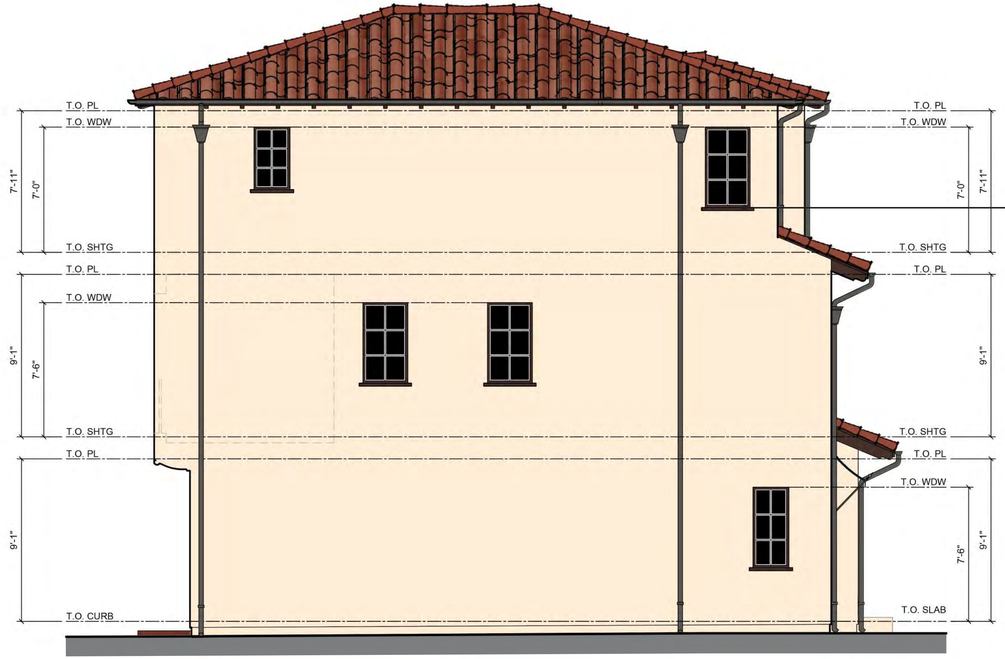
17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

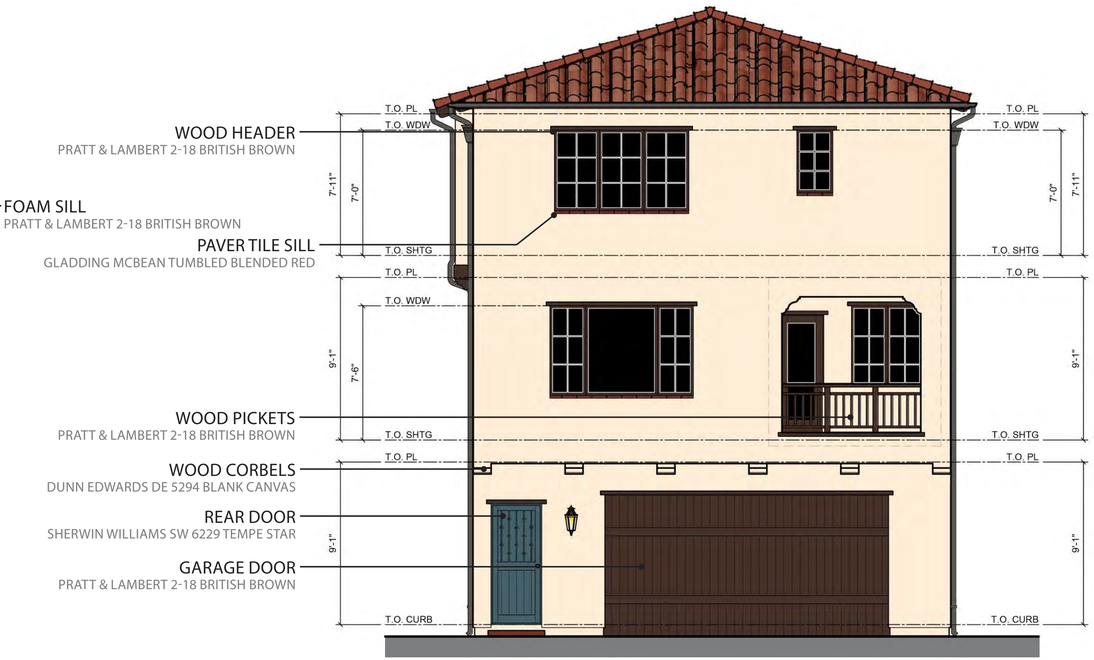
RIGHT



FRONT



LEFT



REAR

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 3B ELEVATIONS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

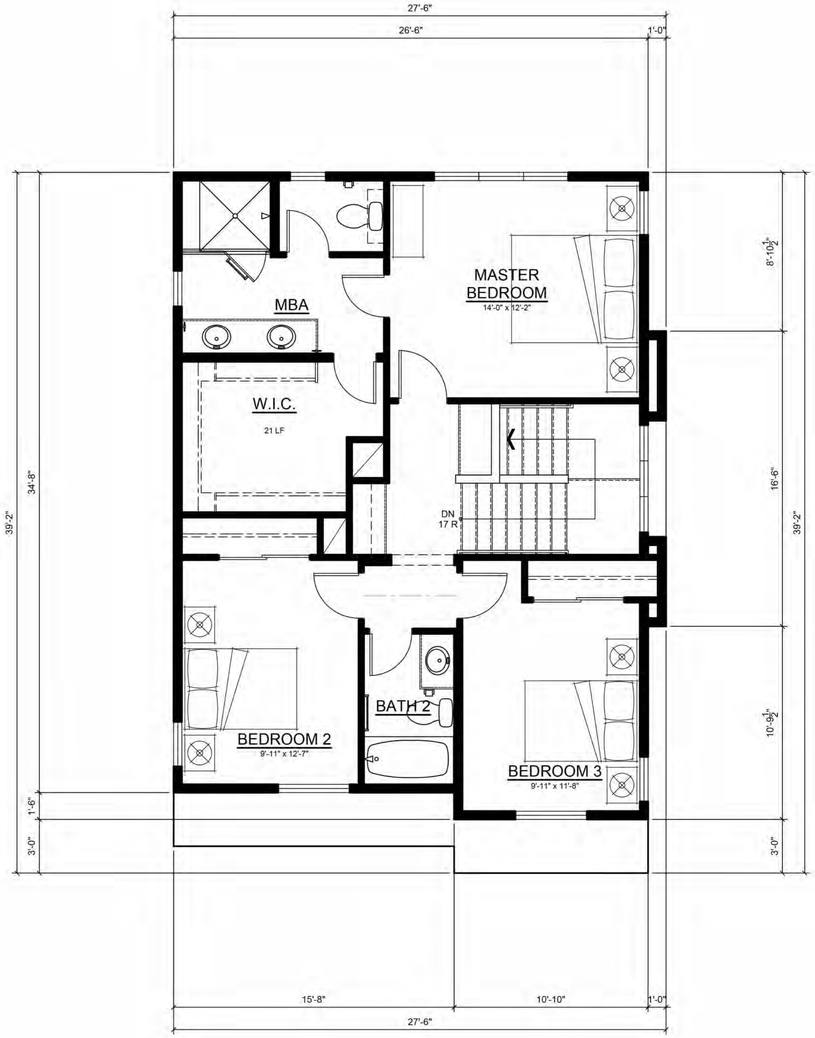
ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

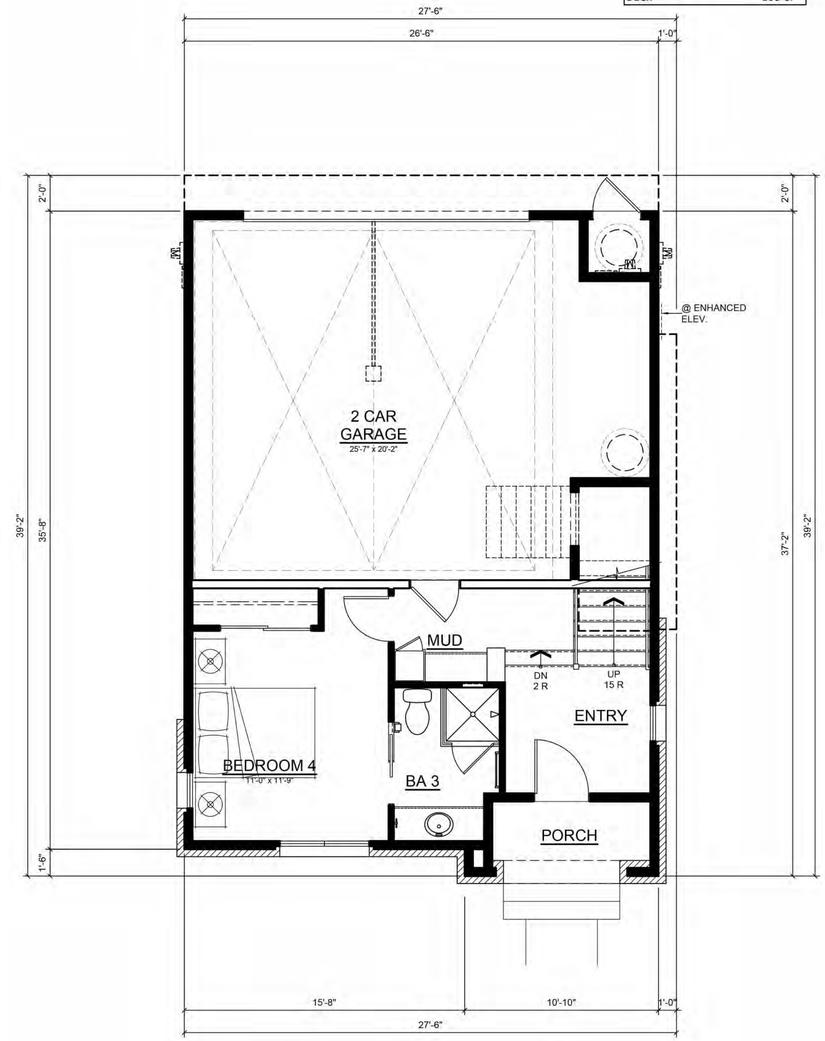
FLOOR AREA TABLE

PLAN 3A	
FIRST FLOOR	374 SF
SECOND FLOOR	881 SF
THIRD FLOOR	856 SF
TOTAL	2111 SF
GARAGE	547 SF
FRONT PORCH	37 SF
DECK	100 SF



THIRD FLOOR

SECOND FLOOR



FIRST FLOOR

4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 3A FLOOR PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

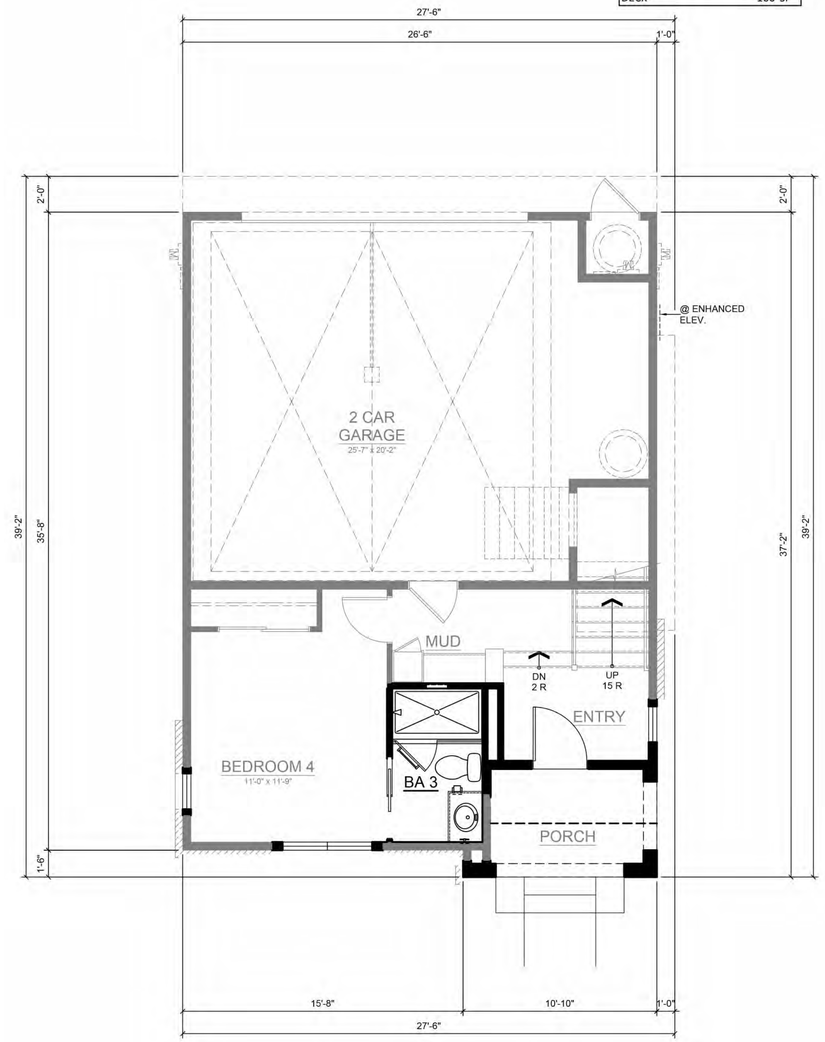
NOTE: SCREENED SFD PLAN PORTIONS DO NOT CHANGE FROM THE BASE FLOOR SFD PLAN.

FLOOR AREA TABLE

PLAN 3B	
FIRST FLOOR	356 SF
SECOND FLOOR	881 SF
THIRD FLOOR	856 SF
TOTAL	2093 SF
GARAGE	547 SF
FRONT PORCH	56 SF
DECK	100 SF

THIRD FLOOR

SECOND FLOOR



FIRST FLOOR

4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 3B FLOOR PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

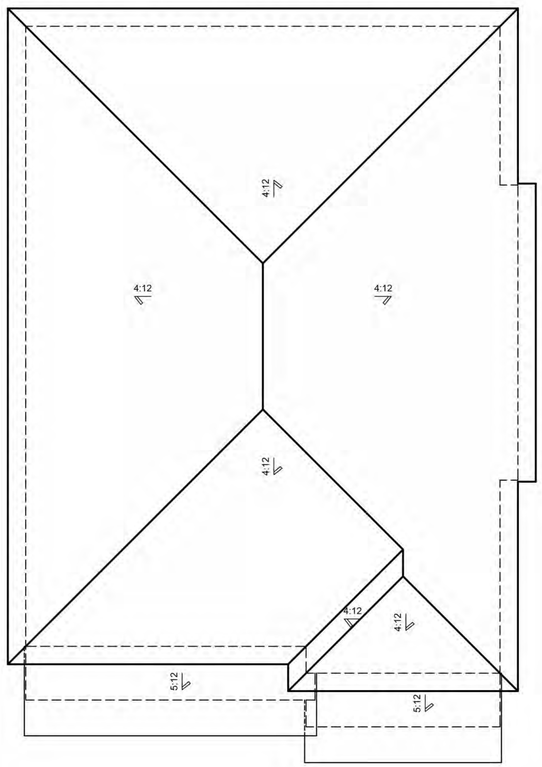
STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

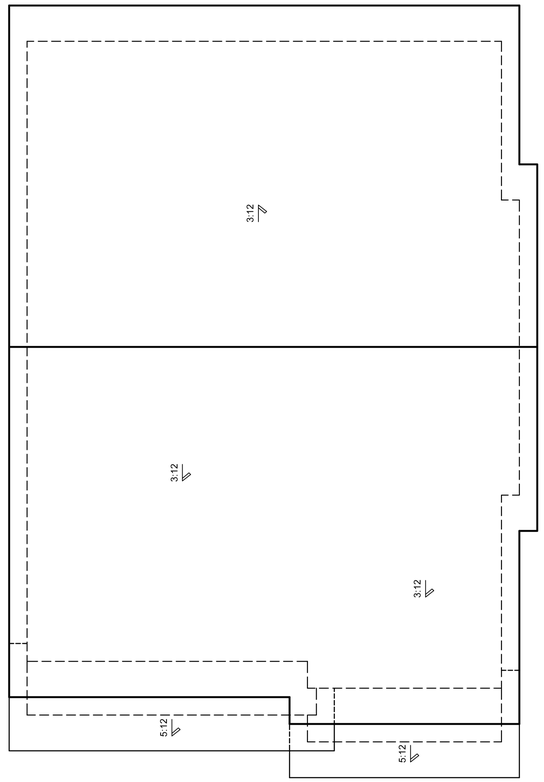
RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022



3B



3A

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 3 ROOF PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

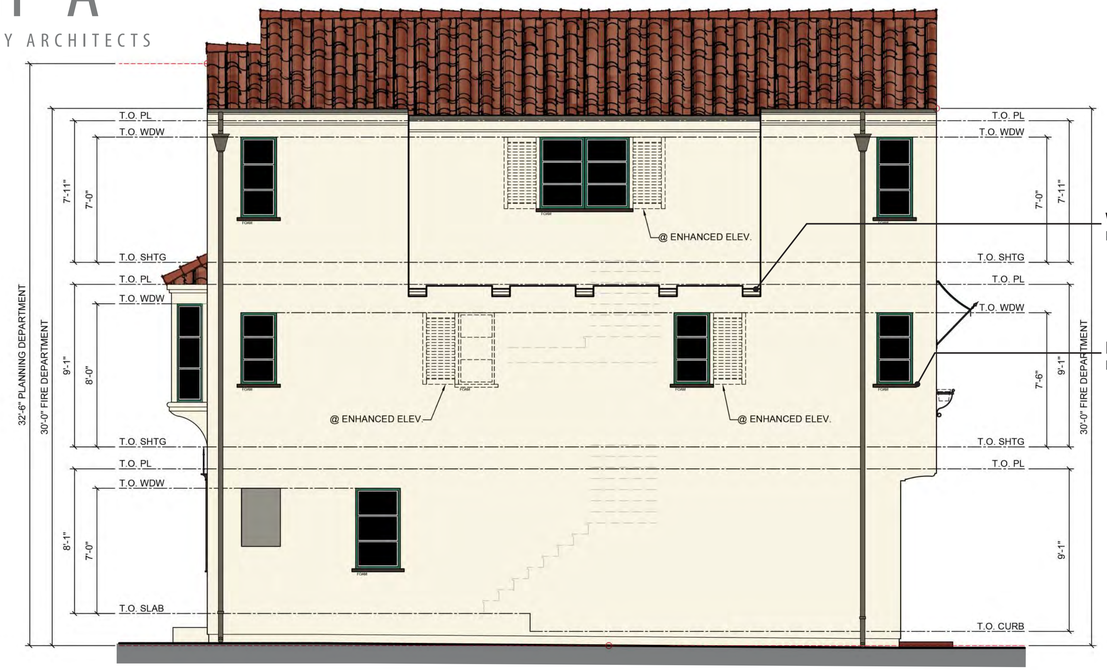
DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS



RIGHT

WOOD CORBELS
BENJAMIN MOORE 0C-85 MAYONNAISE

FOAM SILL
PRATT & LAMBERT 2-18 BRITISH BROWN

CLAY TILE GABLE VENT

ALUMINIUM CLAD WOOD WINDOWS
SIERRA PACIFIC 047 TEAL

CONCRETE 'S' TILE ROOF
EAGLE CAPISTRANO 75% 8403 SANTA BARBARA & 25% 3526 VALENCIA

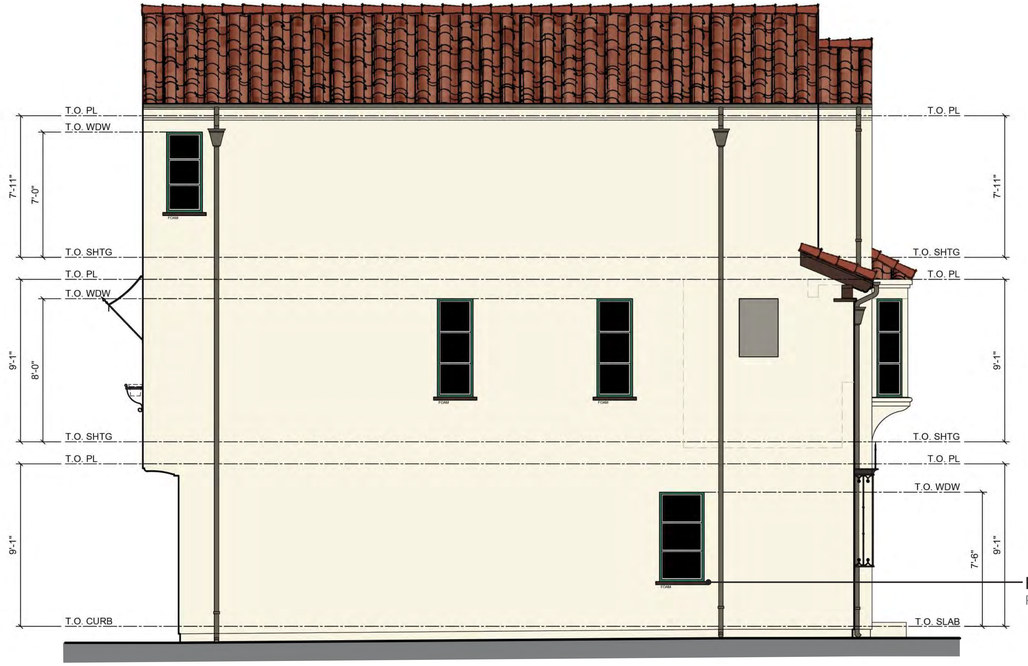
STUCCO
BENJAMIN MOORE 0C-85 MAYONNAISE

METAL GRILLE
BENJAMIN MOORE 2133-10 ONYX

LEADER HEAD AND DOWNSPOUTS
CUSTOM-BILT METALS 'WEATHERED BRONZE'

FIBERGLASS ENTRY DOOR
PRATT & LAMBERT 2-18 BRITISH BROWN

FRONT



LEFT

FOAM SILL
PRATT & LAMBERT 2-18 BRITISH BROWN

PAVER TILE SILL
GLADDING MCBEAN TUMBLED BLENDED RED

FABRIC AWNING
SUNBRELLA TEAL TWEED 6050

METAL POT RINGS
BENJAMIN MOORE 2133-10 ONYX

WOOD CORBELS
BENJAMIN MOORE 0C-85 MAYONNAISE

REAR DOOR
PRATT & LAMBERT 2-18 BRITISH BROWN

GARAGE DOOR
PRATT & LAMBERT 2-18 BRITISH BROWN

REAR

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 4A ELEVATIONS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

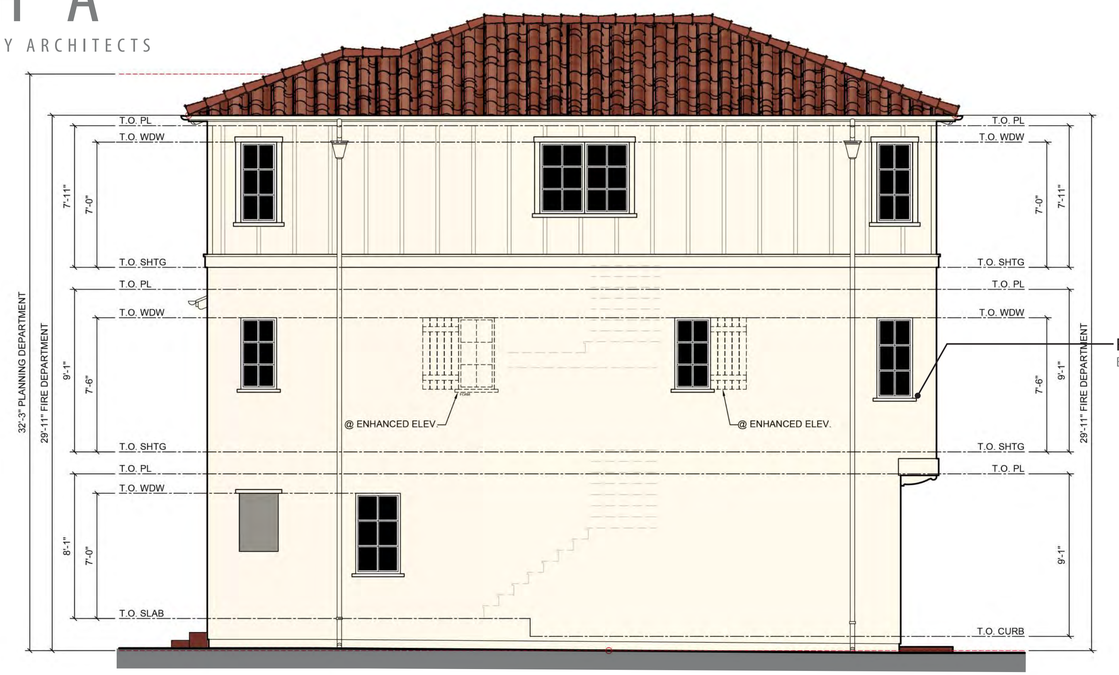
DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

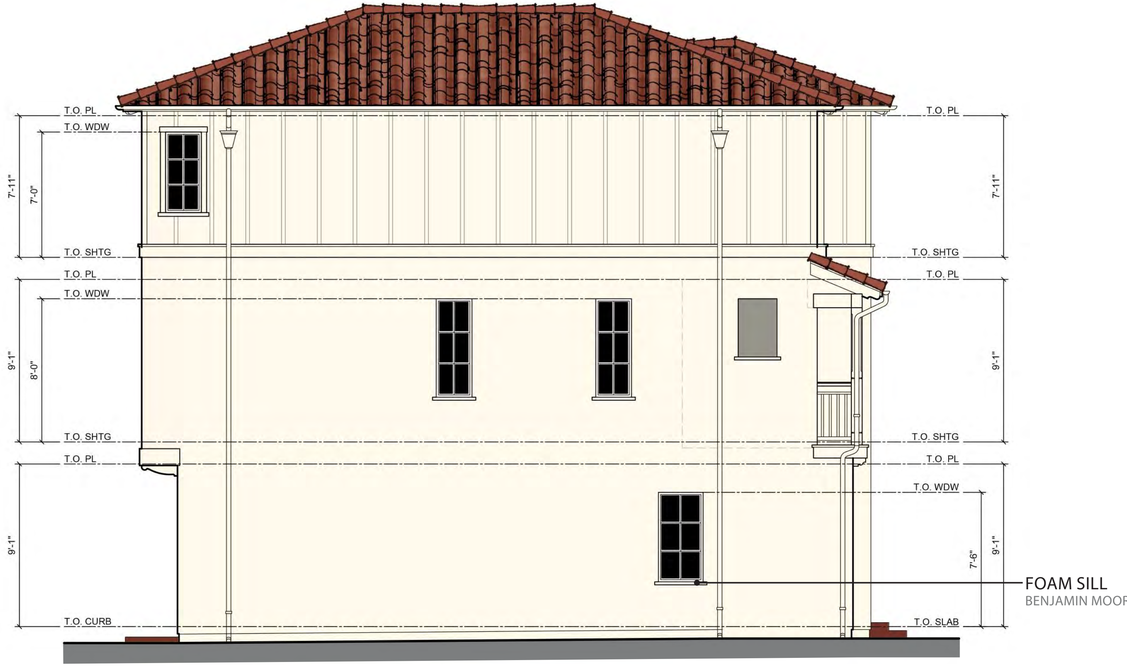
17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

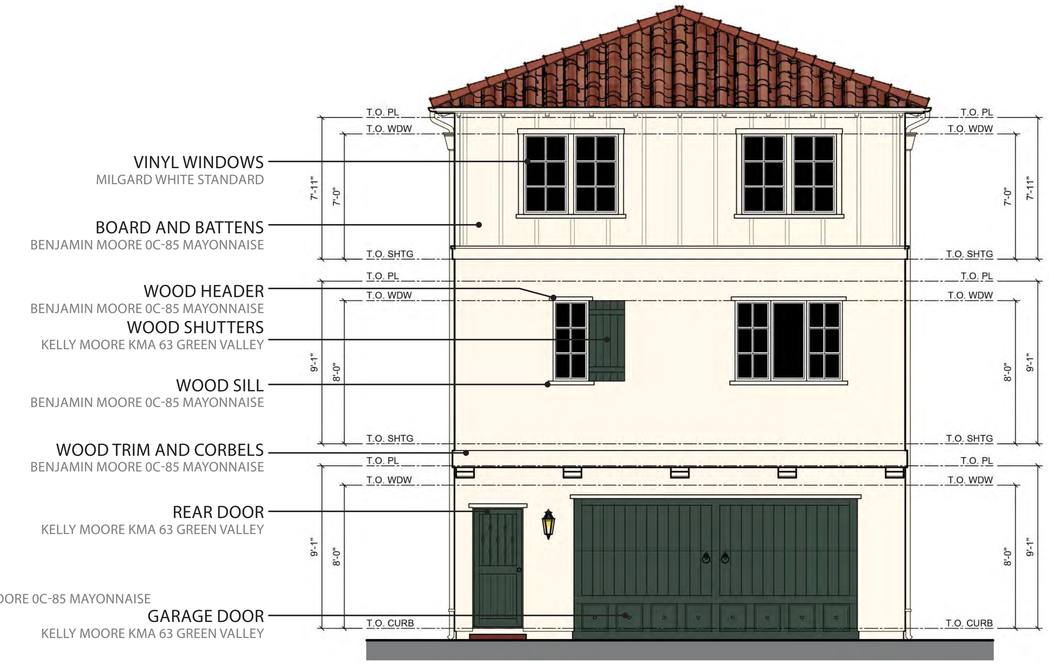


RIGHT

FRONT



LEFT



REAR

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 4B ELEVATIONS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

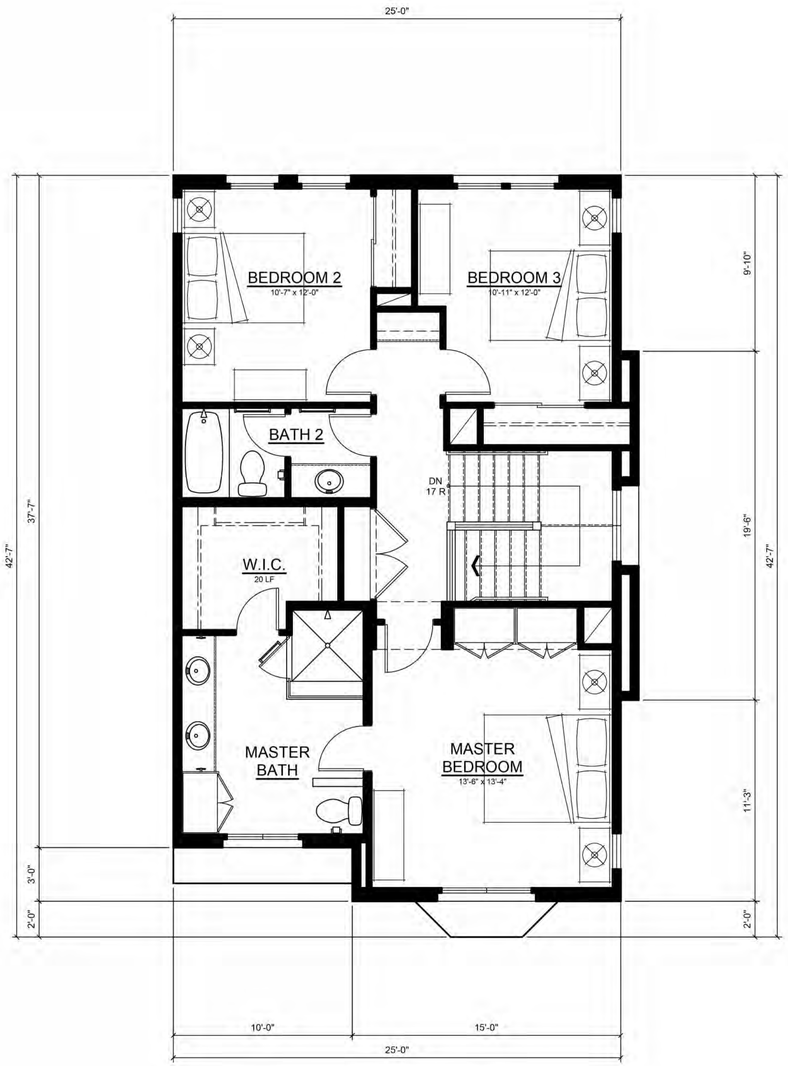
ROBSON HOMES

17025.01 07/25/2022

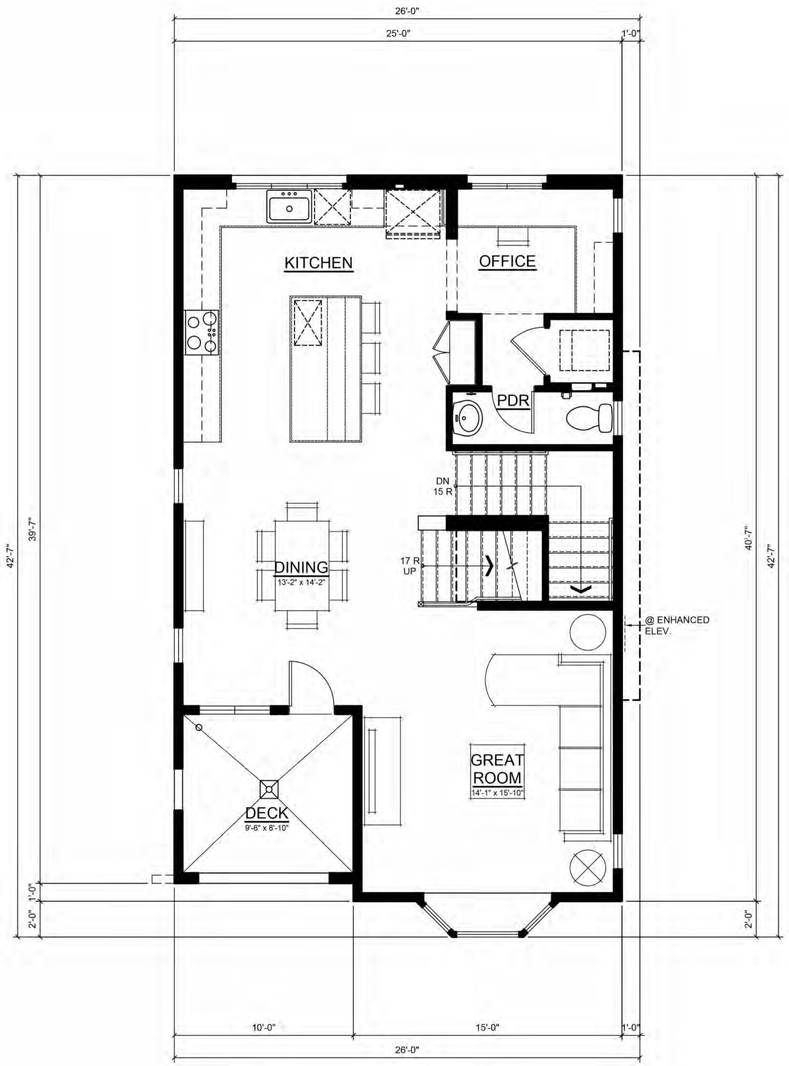
R H A
ROBERT HIDEY ARCHITECTS

FLOOR AREA TABLE

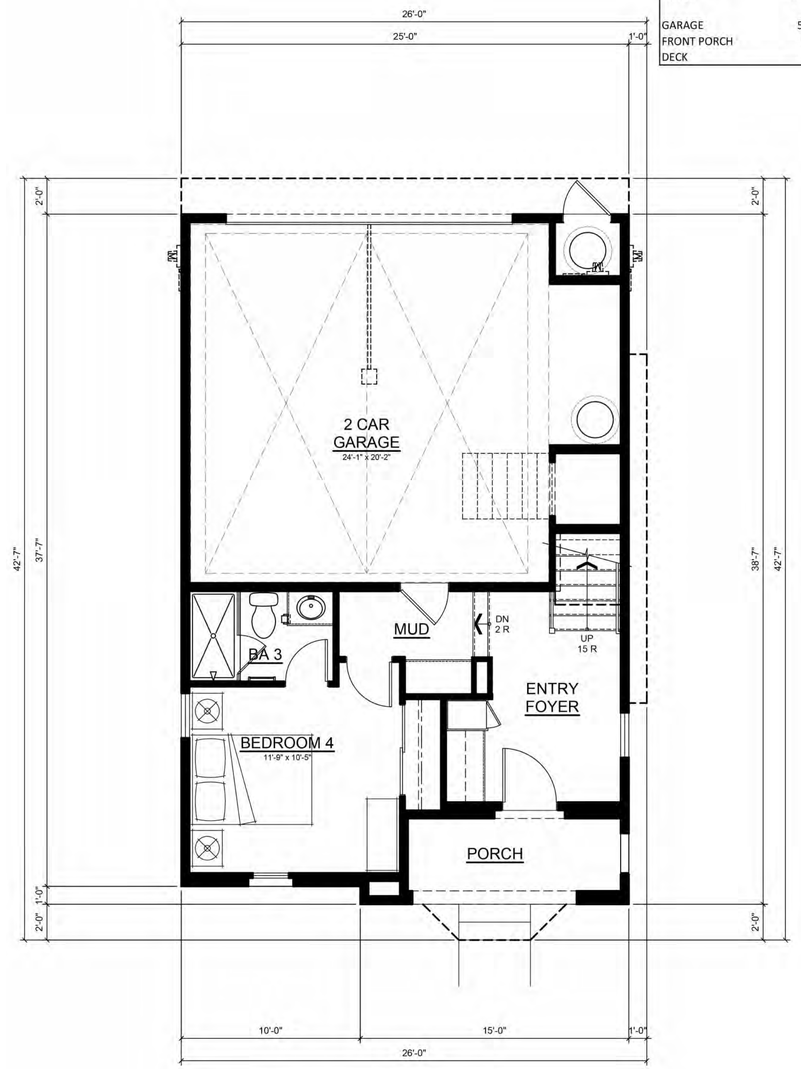
PLAN 4A	
FIRST FLOOR	383 SF
SECOND FLOOR	915 SF
THIRD FLOOR	889 SF
TOTAL	2187 SF
GARAGE	501 SF
FRONT PORCH	59 SF
DECK	95 SF



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 4A FLOOR PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

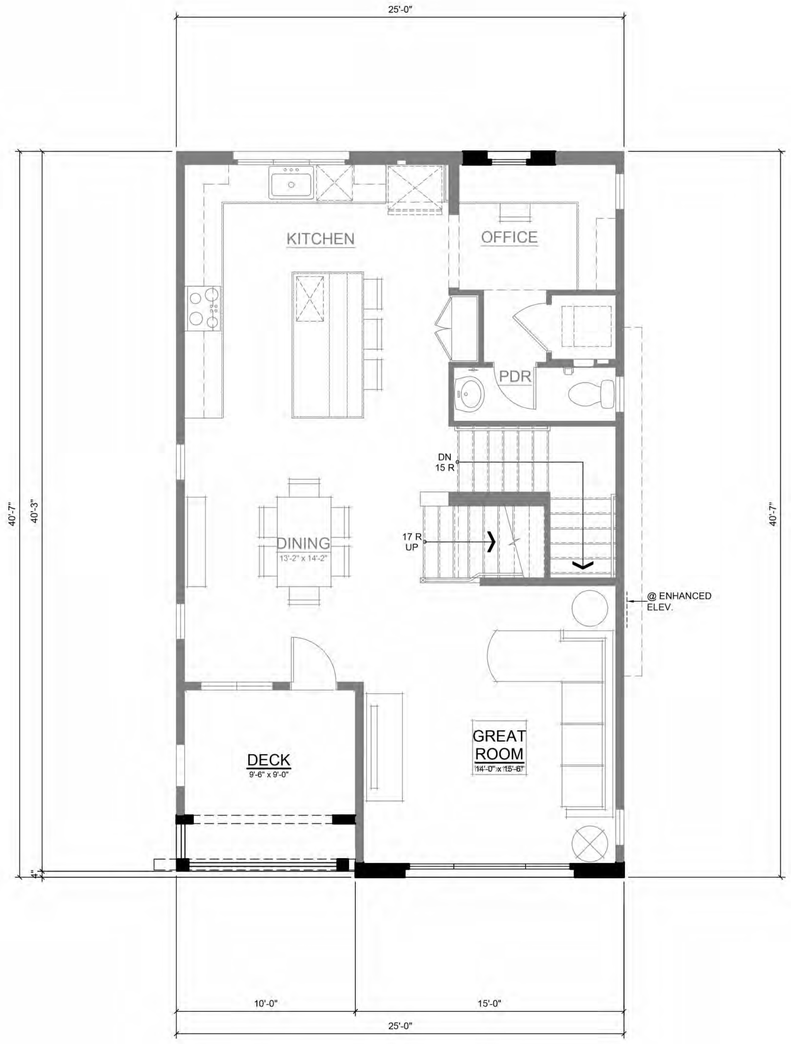
R H A
ROBERT HIDEY ARCHITECTS

NOTE: SCREENED SFD PLAN PORTIONS DO NOT CHANGE FROM THE BASE FLOOR SFD PLAN.

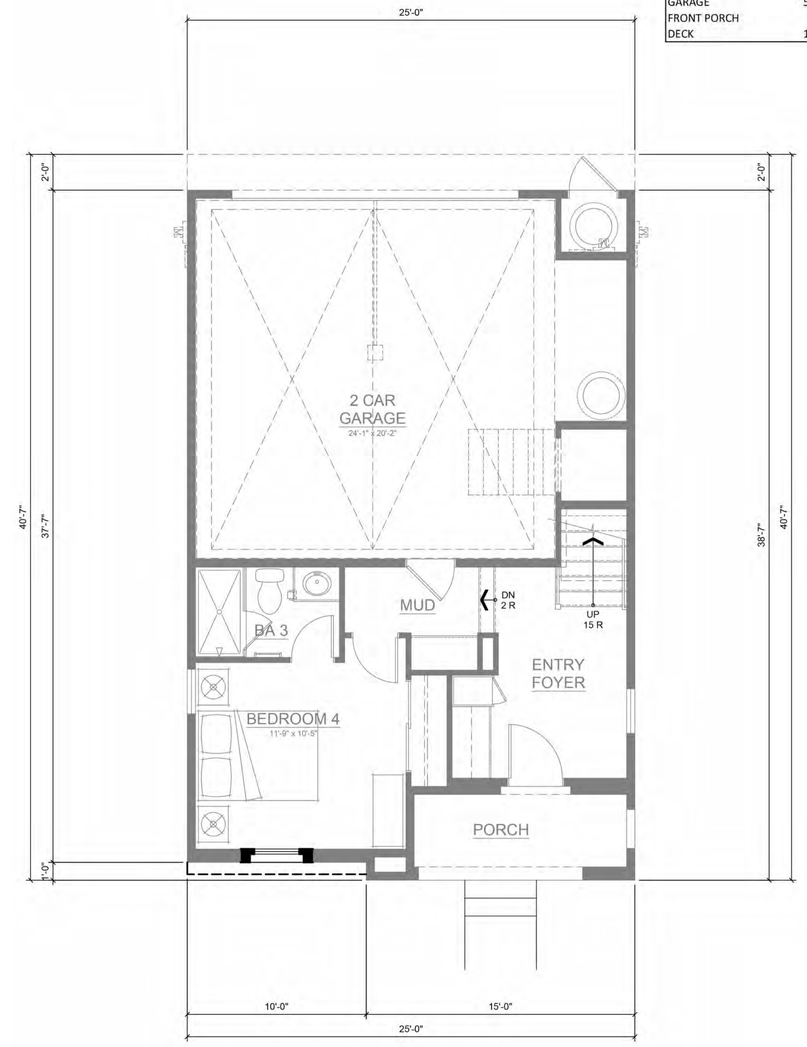
FLOOR AREA TABLE

PLAN 4B	
FIRST FLOOR	383 SF
SECOND FLOOR	898 SF
THIRD FLOOR	889 SF
TOTAL	2170 SF
GARAGE	501 SF
FRONT PORCH	59 SF
DECK	101 SF

THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 4B FLOOR PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

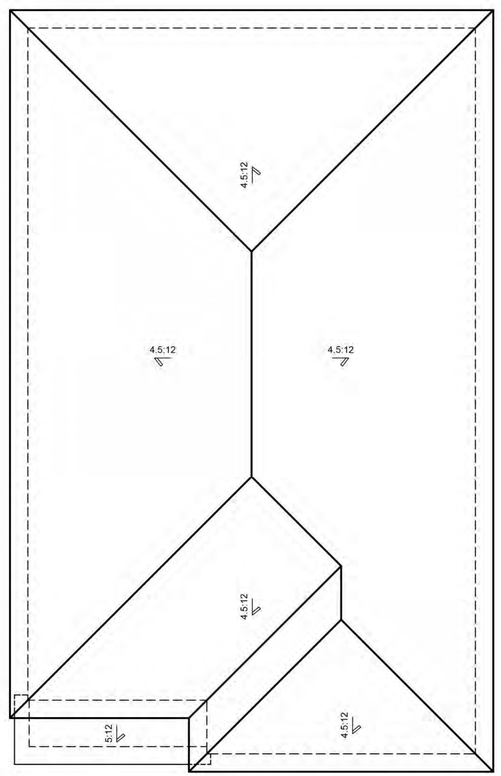
STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

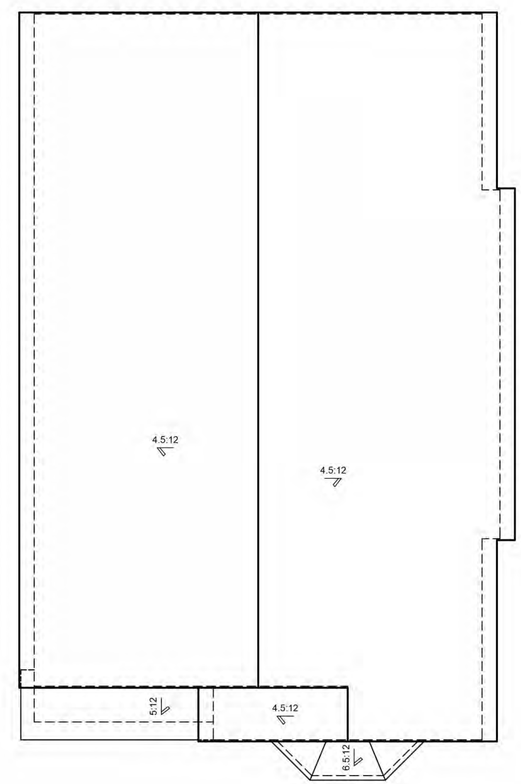
RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022



4B



4A

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 4 ROOF PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

RIGHT

CONCRETE 'S' TILE ROOF
EAGLE CAPISTRANO 75% 8403 SANTA BARBARA & 25% 3526 VALENCIA

FABRIC AWNING
SUNBRELLA TEAL TWEED 6050

WOOD HEADER
PRATT & LAMBERT 2-18 BRITISH BROWN

ALUMINIUM CLAD WOOD WINDOWS
SIERRA PACIFIC 047 TEAL

PAVER TILE SILL
GLADDING MCBEAN TUMBLED BLENDED RED

WOOD HEADER
PRATT & LAMBERT 2-18 BRITISH BROWN

FIBERGLASS ENTRY DOOR
SHERWIN WILLIAMS SW 6229 TEMPE STAR

PAVER TILE SILL
GLADDING MCBEAN TUMBLED BLENDED RED

FRONT

LEFT

FOAM HEADERS
PRATT & LAMBERT 2-18 BRITISH BROWN

WOOD RAFTERS
PRATT & LAMBERT 2-18 BRITISH BROWN

STUCCO
BENJAMIN MOORE 0C-85 MAYONNAISE

WOOD HEADER
PRATT & LAMBERT 2-18 BRITISH BROWN

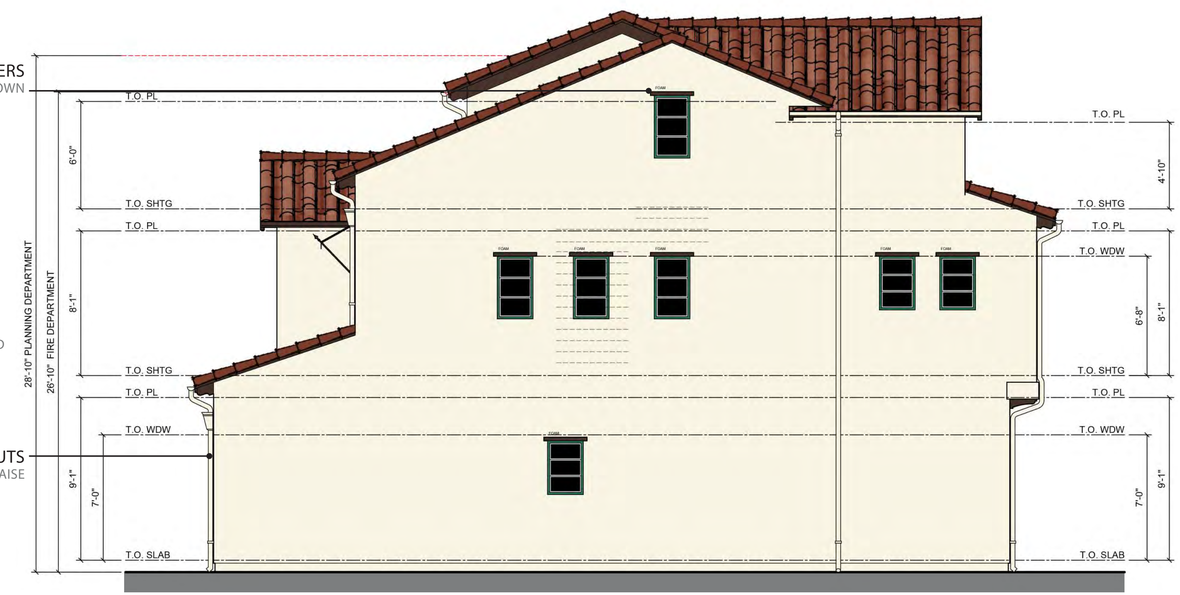
WOOD SHUTTERS
PRATT & LAMBERT 2-18 BRITISH BROWN

PAVER TILE SILL
GLADDING MCBEAN TUMBLED BLENDED RED

WOOD TRIM/CORBELS
PRATT & LAMBERT 2-18 BRITISH BROWN

LEADER HEAD AND DOWNSPOUTS
BENJAMIN MOORE 0C-85 MAYONNAISE

GARAGE DOOR
PRATT & LAMBERT 2-18 BRITISH BROWN



REAR

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 5A ELEVATIONS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

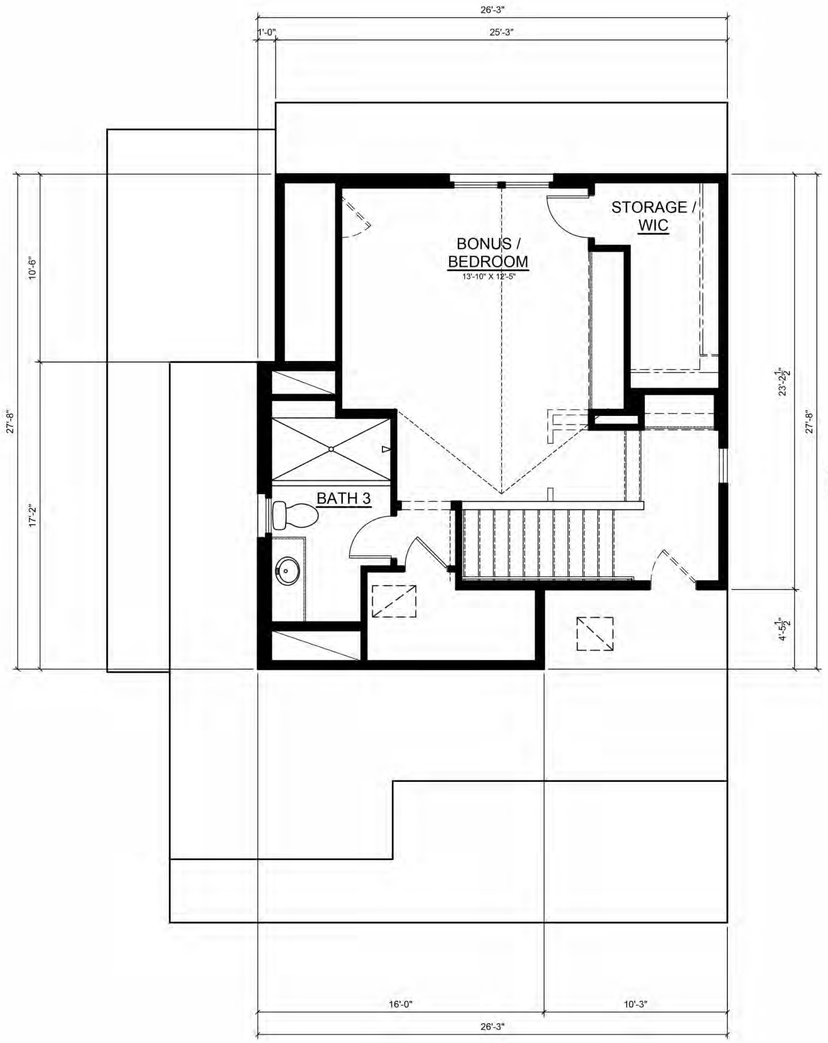
ROBSON HOMES

17025.01 07/25/2022

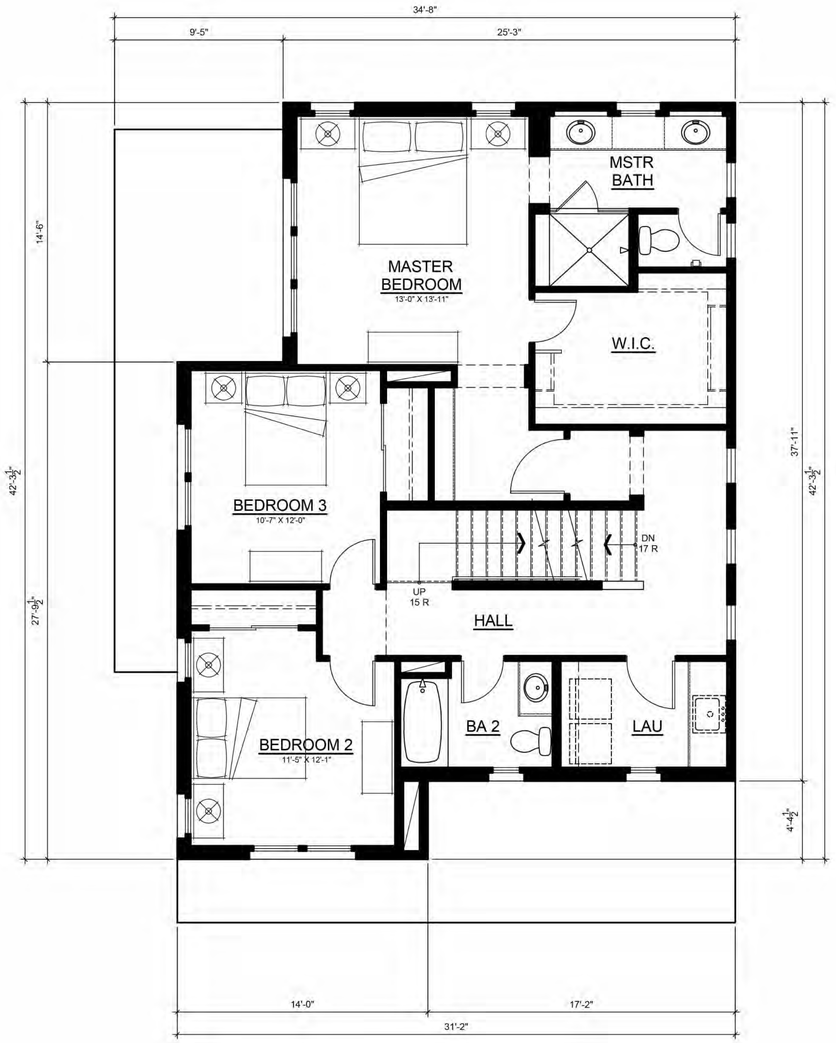
R H A
ROBERT HIDEY ARCHITECTS

FLOOR AREA TABLE

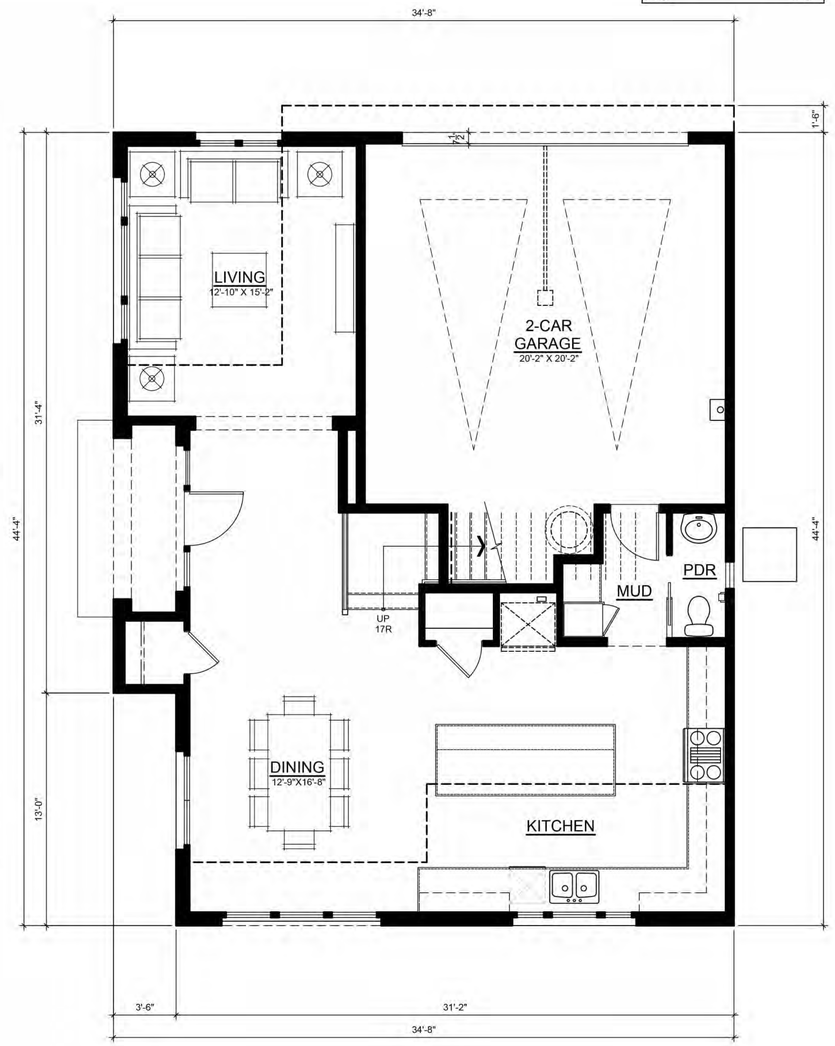
PLAN 5A	
FIRST FLOOR	1000 SF
SECOND FLOOR	1125 SF
THIRD FLOOR	464 SF
TOTAL	2589 SF
GARAGE	429 SF
FRONT PORCH	37 SF
DECK	0 SF



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

3 BEDROOM + BONUS (OPT. BEDROOM)
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 5A FLOOR PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

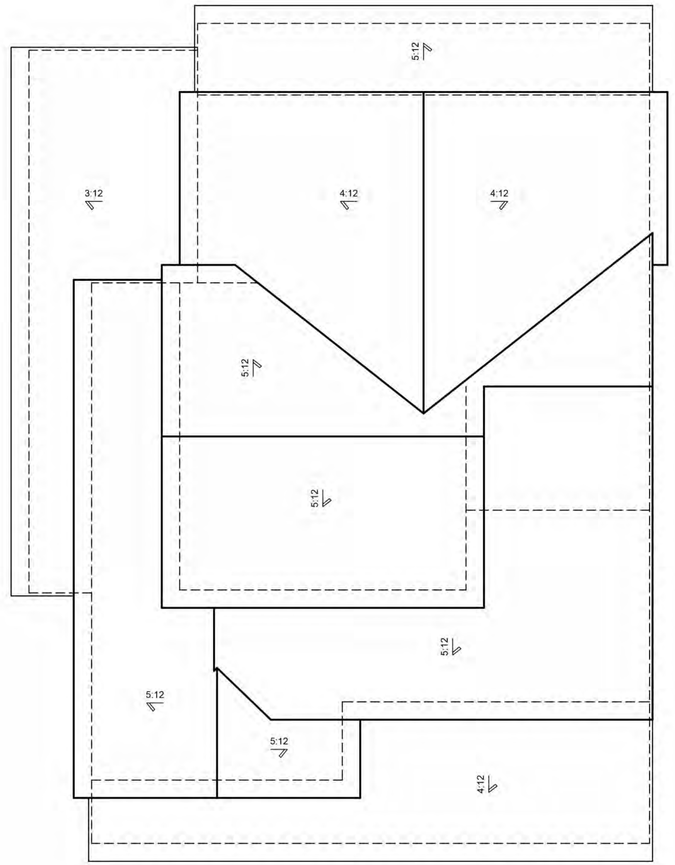
STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022



5A

CEDAR BOULEVARD
NEWARK, CALIFORNIA

SFD PLAN 5 ROOF PLAN

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

CEDAR BOULEVARD
NEWARK, CALIFORNIA

DUET 1: 2-2A FRONT ELEVATION

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

RIGHT

FRONT

LEFT

REAR

CEDAR BOULEVARD
NEWARK, CALIFORNIA

DUET 1: 2-2A ELEVATIONS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

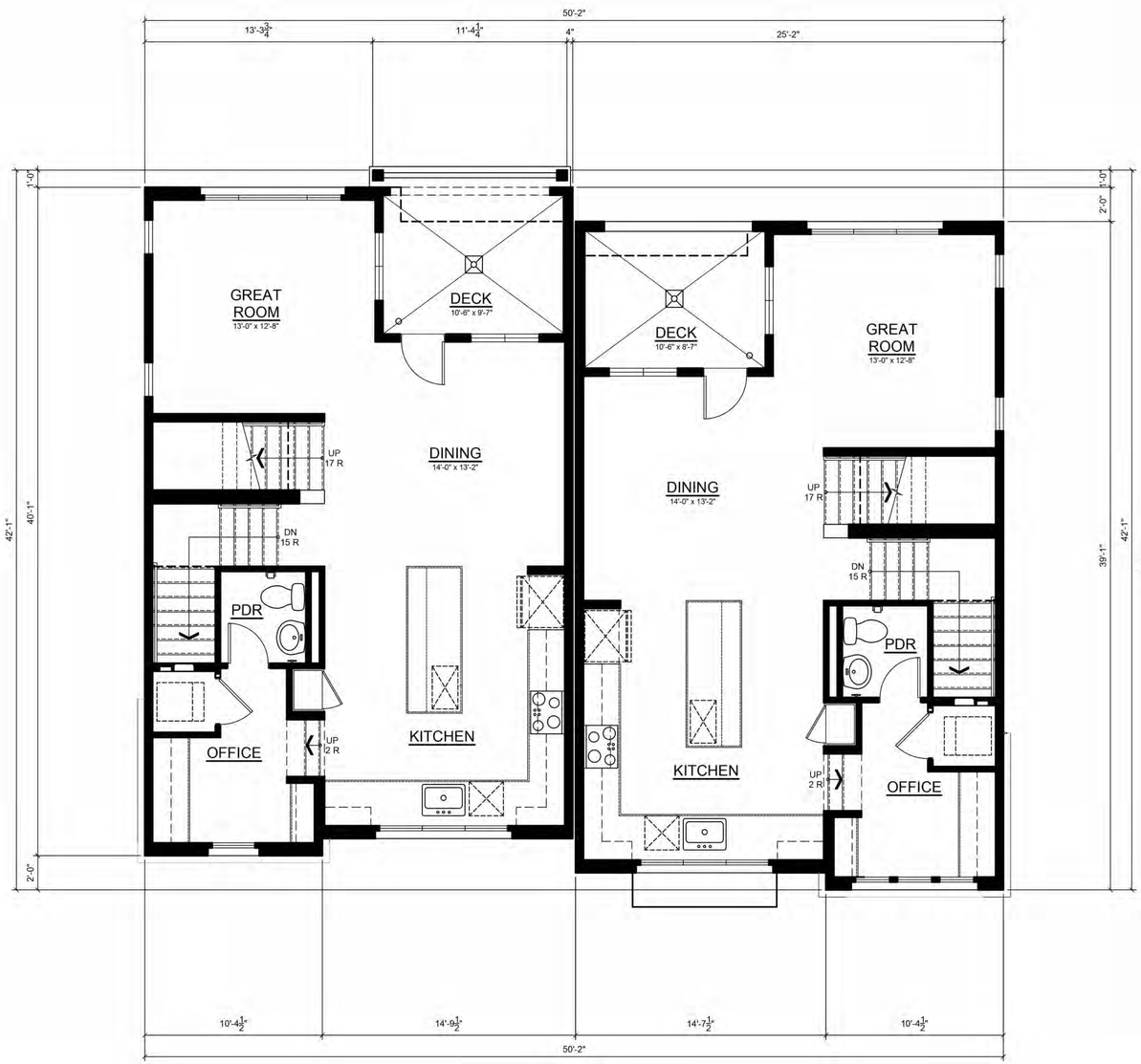
17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

FLOOR AREA TABLE

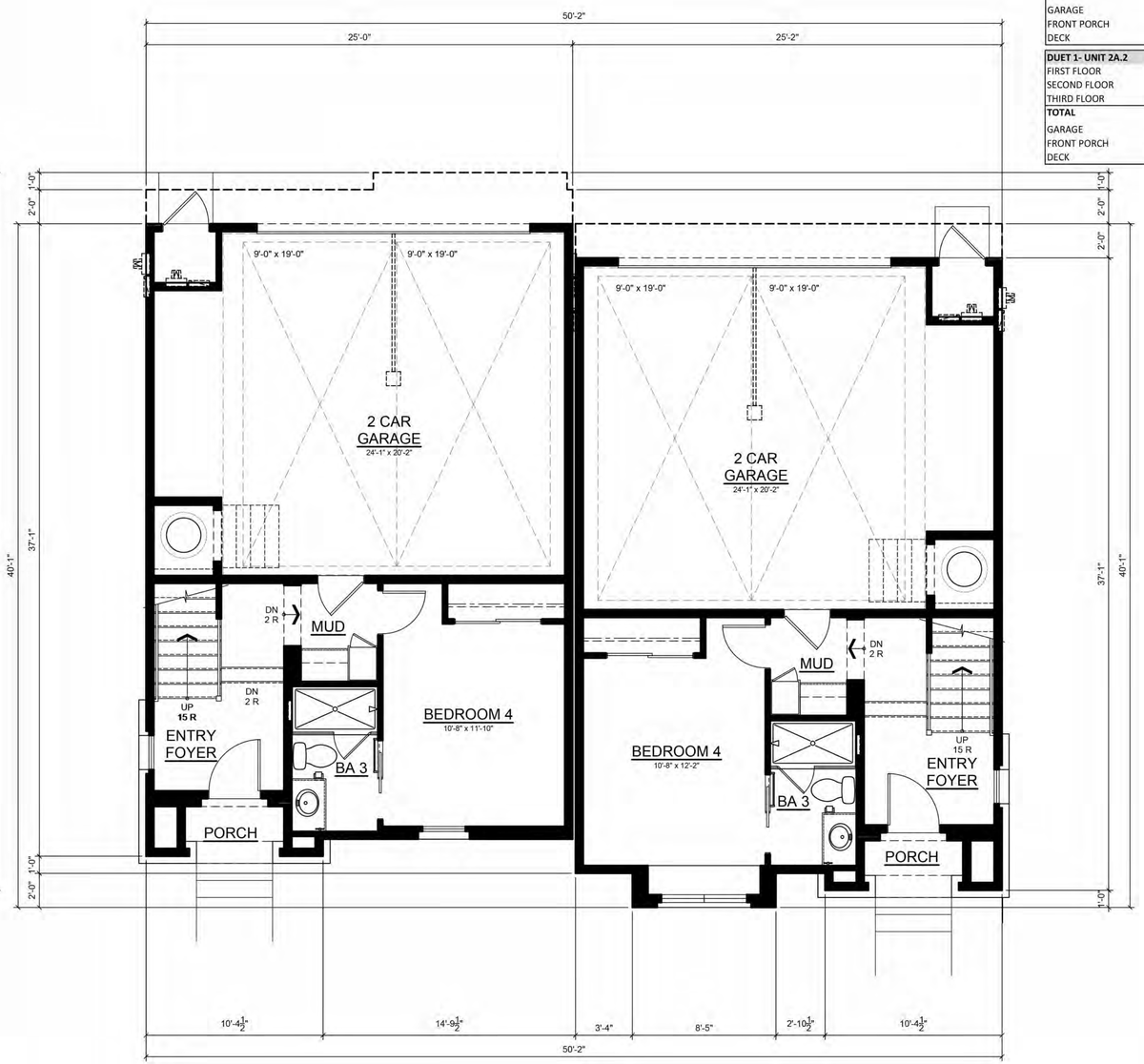
DUET 1 - UNIT 2A.1	
FIRST FLOOR	380 SF
SECOND FLOOR	856 SF
THIRD FLOOR	812 SF
TOTAL	2048 SF
GARAGE	516 SF
FRONT PORCH	17 SF
DECK	95 SF

DUET 1- UNIT 2A.2	
FIRST FLOOR	364 SF
SECOND FLOOR	856 SF
THIRD FLOOR	812 SF
TOTAL	2032 SF
GARAGE	516 SF
FRONT PORCH	17 SF
DECK	109 SF



UNIT 2A.2 | UNIT 2A.1

SECOND FLOOR



UNIT 2A.2 | UNIT 2A.1

FIRST FLOOR

UNIT 2A.2
4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

UNIT 2A.1
4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

DUET 1: 2-2A FLOOR PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

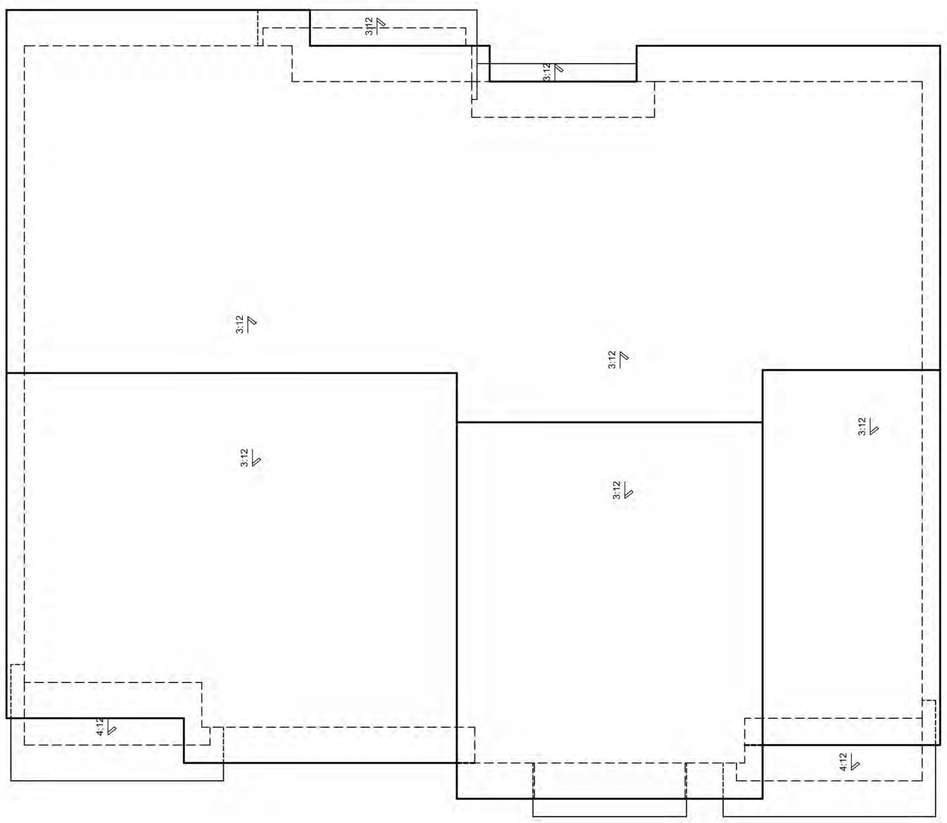
17025.01 07/25/2022

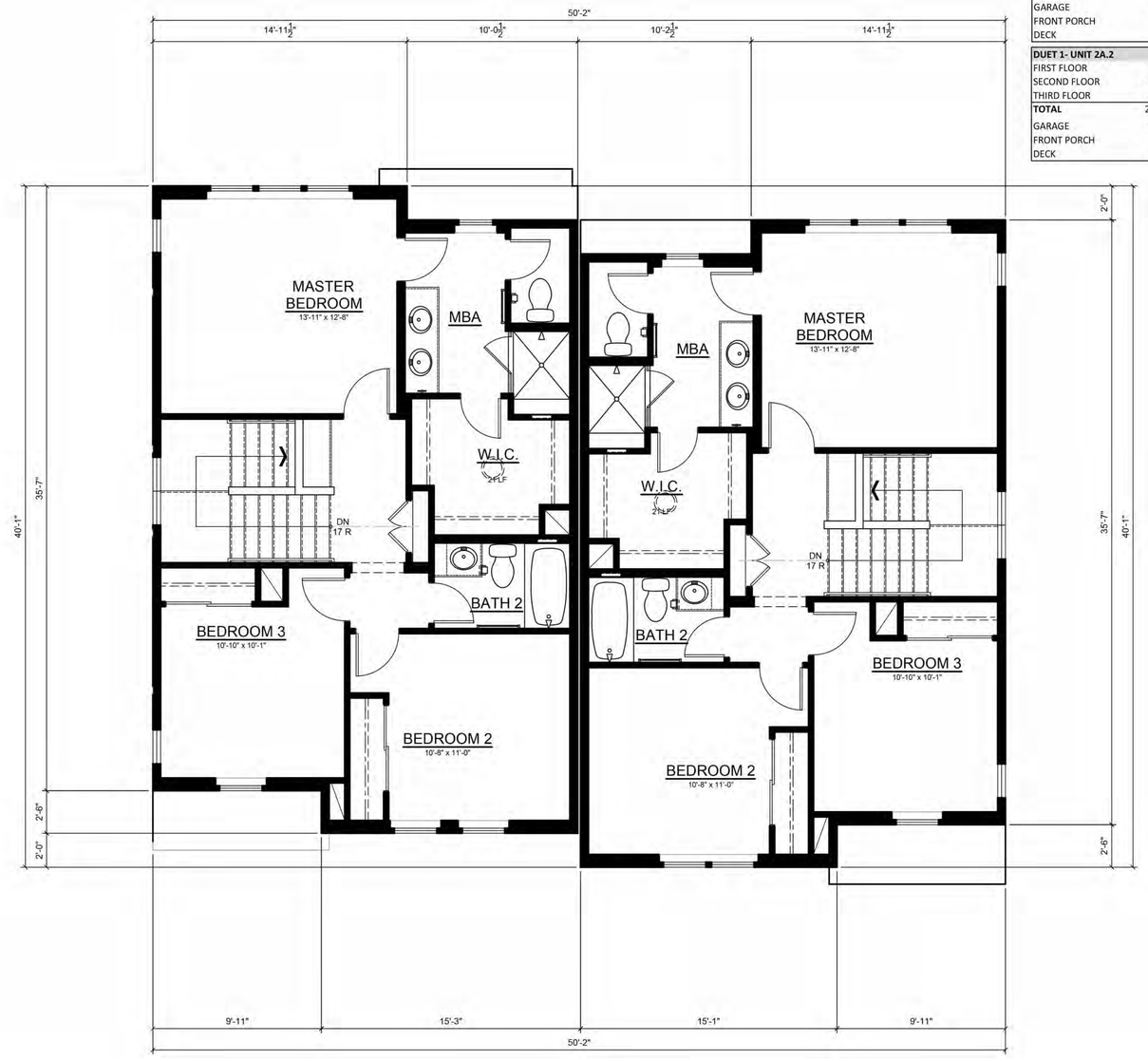
R H A
ROBERT HIDEY ARCHITECTS

FLOOR AREA TABLE

DUET 1 - UNIT 2A.1	
FIRST FLOOR	380 SF
SECOND FLOOR	856 SF
THIRD FLOOR	812 SF
TOTAL	2048 SF
GARAGE	516 SF
FRONT PORCH	17 SF
DECK	95 SF

DUET 1- UNIT 2A.2	
FIRST FLOOR	364 SF
SECOND FLOOR	856 SF
THIRD FLOOR	812 SF
TOTAL	2032 SF
GARAGE	516 SF
FRONT PORCH	17 SF
DECK	109 SF





UNIT 2A.2 | UNIT 2A.1

UNIT 2A.2
4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

ROOF PLAN

THIRD FLOOR

UNIT 2A.1
4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

DUET 1: 2-2A FLOOR PLAN AND ROOF PLAN

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

CONCRETE 'S' TILE ROOF
EAGLE CAPISTRANO 75% 8403 SANTA BARBARA & 25% 3526 VALENCIA

VINYL WINDOWS
MILGARD WHITE STANDARD

WOOD RAFTERS
BENJAMIN MOORE 0C-85 MAYONNAISE

LEADER HEAD AND DOWNSPOUTS
BENJAMIN MOORE 0C-85 MAYONNAISE

METAL JULIETTE BALCONY
BENJAMIN MOORE 2133-10 ONYX

BRICK
BELDEN 'JUMBO ROSEWOOD CLEAR A'

FIBERGLASS ENTRY DOOR
DUNN EDWARDS DE 5650 GREEN BAYOU

CLAY TILE GABLE VENT

FOAM SILL
BENJAMIN MOORE 0C-85 MAYONNAISE

STUCCO
BENJAMIN MOORE 0C-85 MAYONNAISE

WOOD TURNED POST
BENJAMIN MOORE 0C-85 MAYONNAISE

PAVER TILE SILL
GLADDING MCBEAN TUMBLED BLENDED RED

CEDAR BOULEVARD
NEWARK, CALIFORNIA

DUET 2: 2-4A FRONT ELEVATION

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

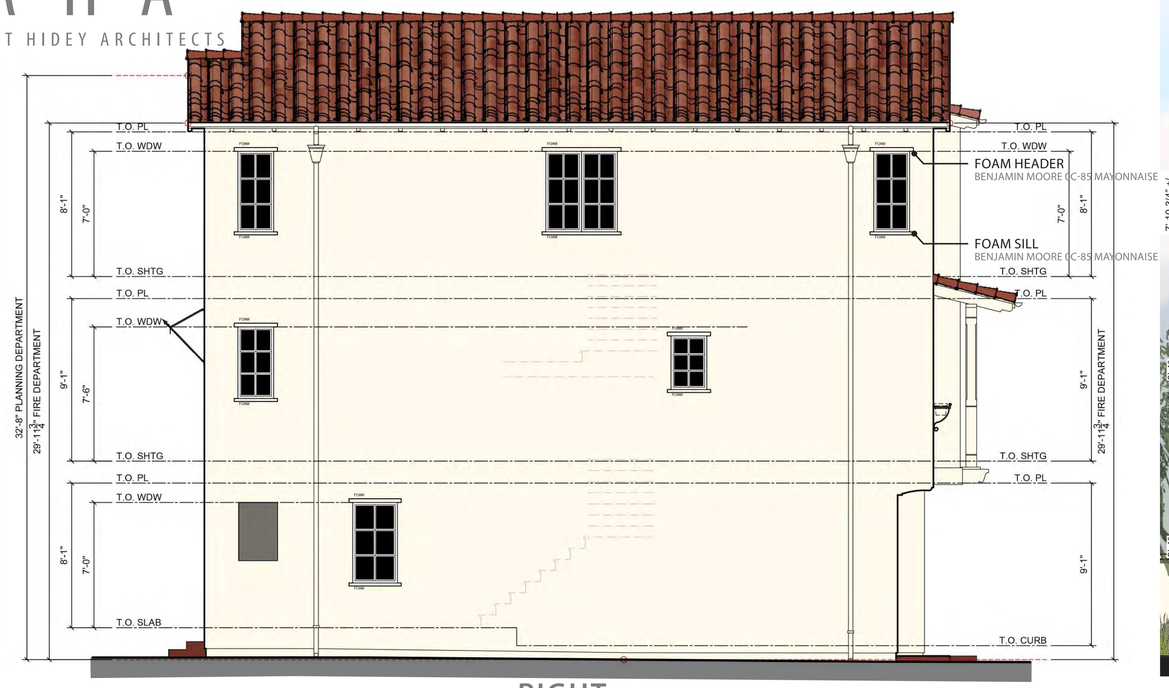
RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

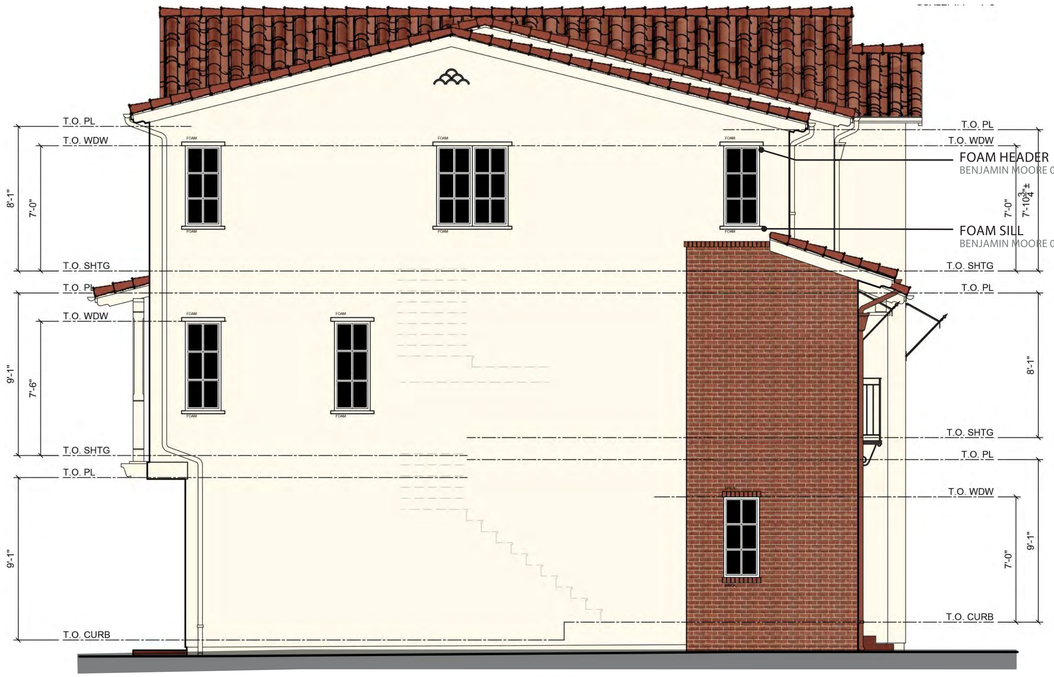
R H A
ROBERT HIDEY ARCHITECTS

WOOD SILL
BENJAMIN MOORE 0C-85 MAYONNAISE



RIGHT

FRONT



LEFT

REAR

CEDAR BOULEVARD
NEWARK, CALIFORNIA

DUET 2: 2-4A ELEVATIONS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

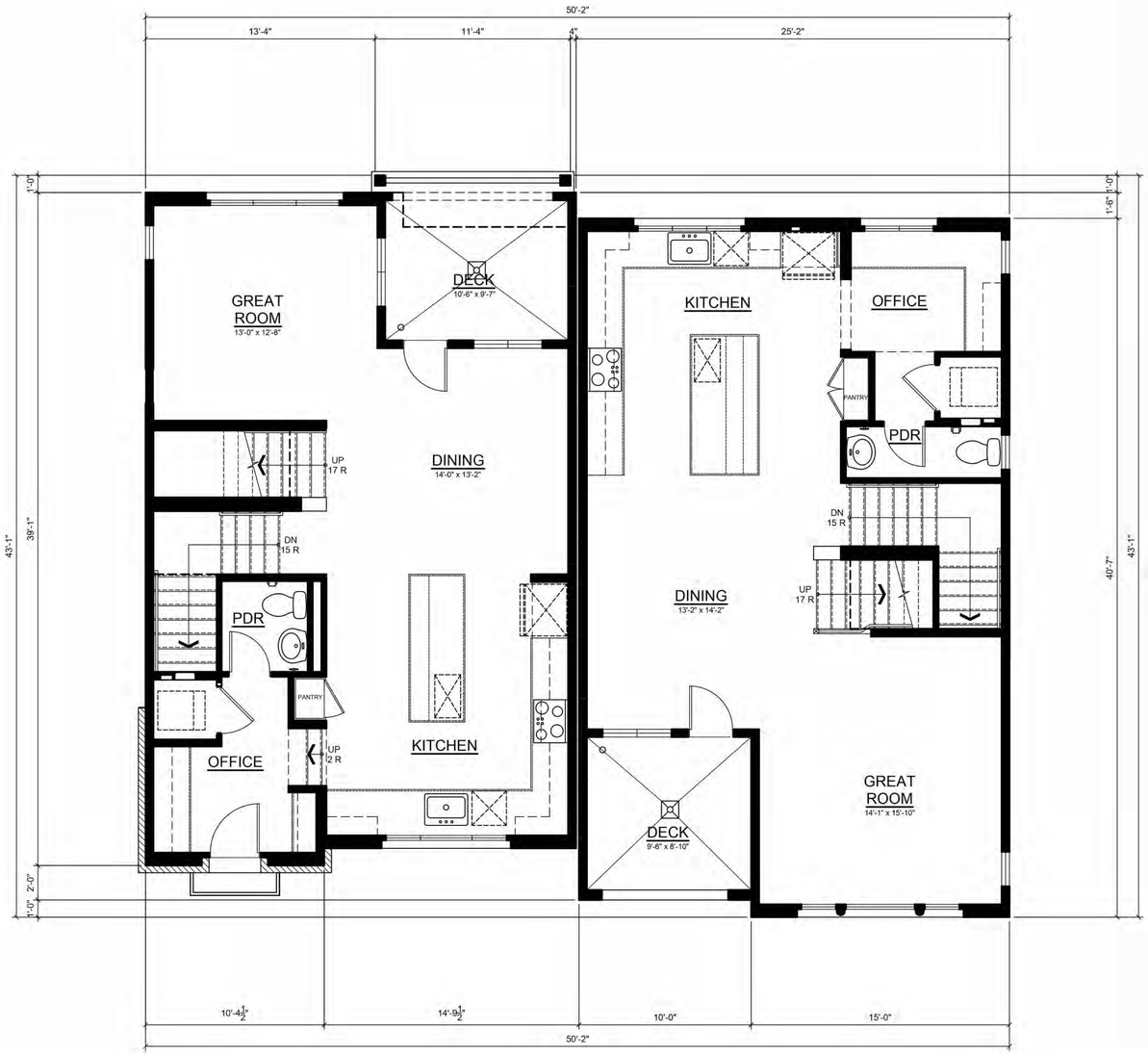
17025.01 07/25/2022

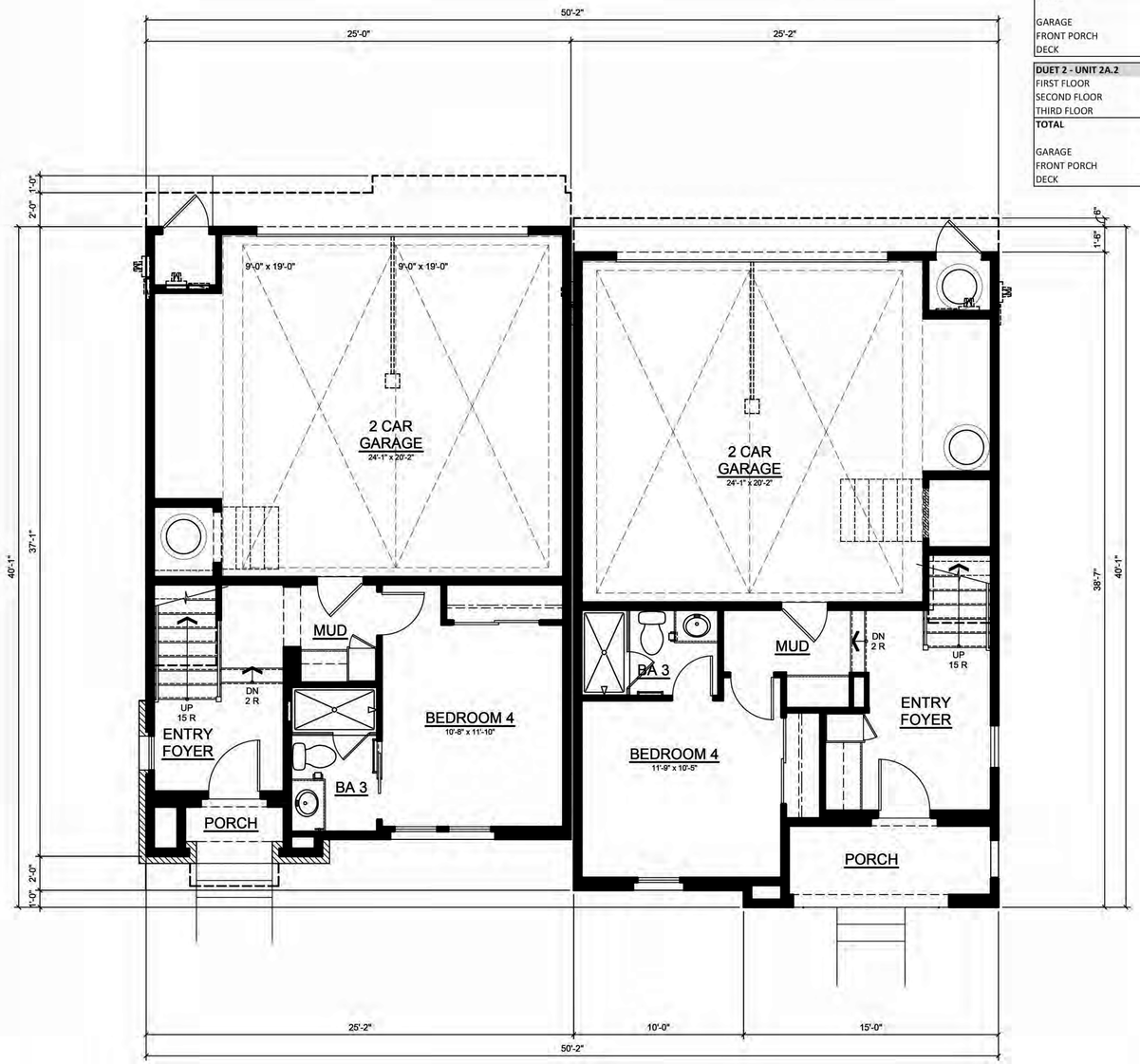
R H A
ROBERT HIDEY ARCHITECTS

FLOOR AREA TABLE

DUET 2 - UNIT 4A.1	
FIRST FLOOR	383 SF
SECOND FLOOR	898 SF
THIRD FLOOR	889 SF
TOTAL	2170 SF
GARAGE	501 SF
FRONT PORCH	59 SF
DECK	95 SF

DUET 2 - UNIT 2A.2	
FIRST FLOOR	364 SF
SECOND FLOOR	856 SF
THIRD FLOOR	812 SF
TOTAL	2032 SF
GARAGE	516 SF
FRONT PORCH	17 SF
DECK	109 SF





UNIT 2A.2 | UNIT 4A.1

SECOND FLOOR

UNIT 2A.2 | UNIT 4A.1

FIRST FLOOR

UNIT 2A.2
4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

UNIT 4A.1
4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

DUET 2: 2-4A FLOOR PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

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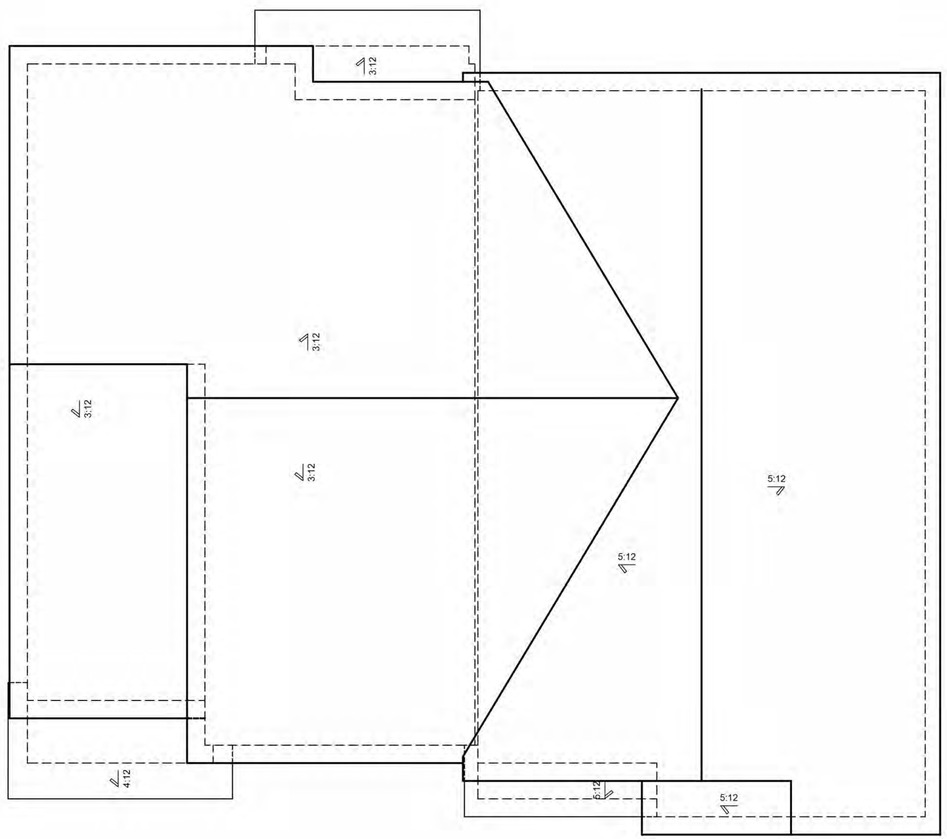
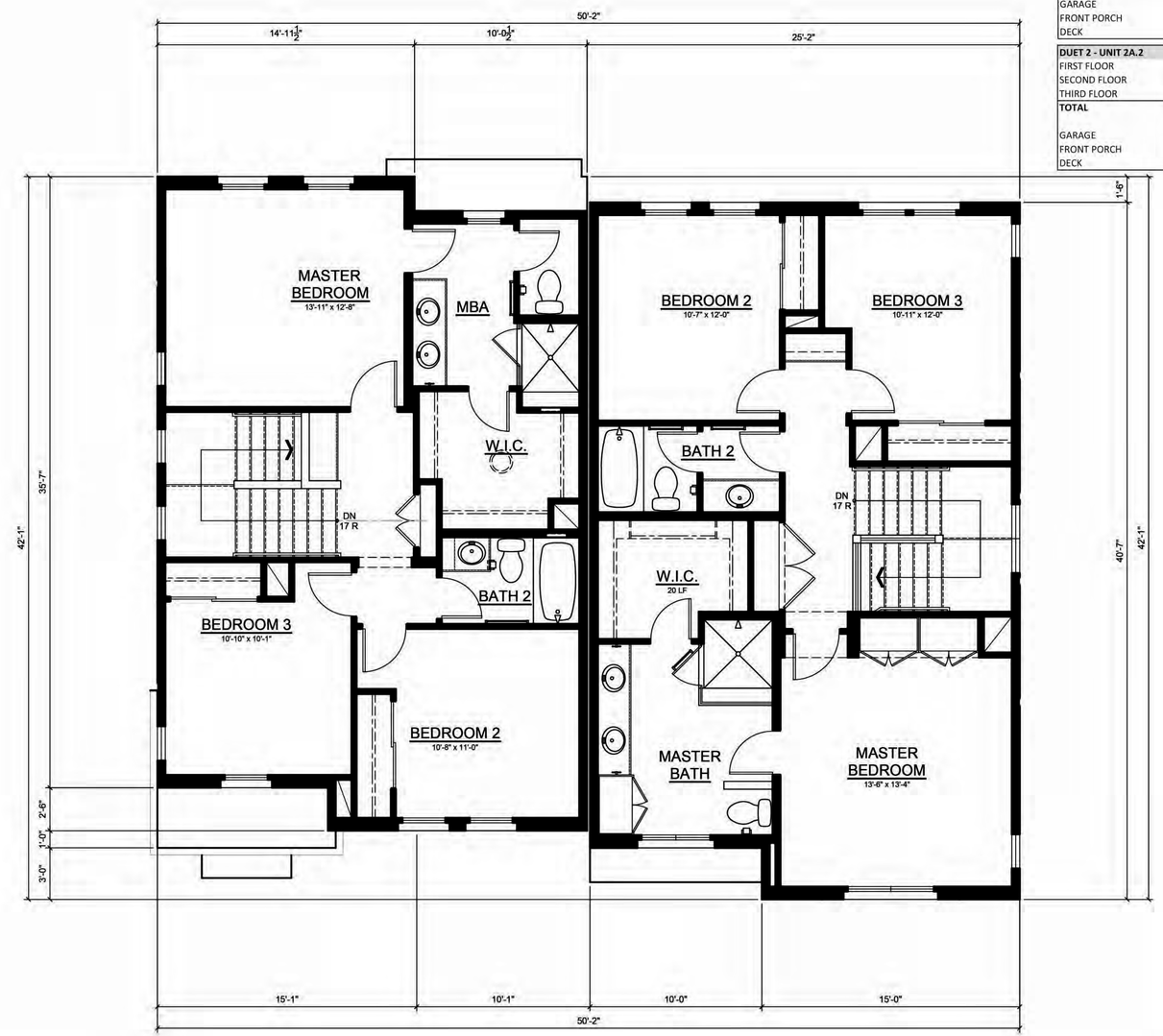




UNIT 2A.2 | UNIT 4A.1

UNIT 2A.2
4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

ROOF PLAN

THIRD FLOOR

UNIT 4A.1
4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

DUET 2: 2-4A FLOOR PLAN AND ROOF PLAN

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

CONCRETE 'S' TILE ROOF
EAGLE CAPISTRANO 75% 8403 SANTA BARBARA & 25% 3526 VALENCIA

WOOD RAFTERS
BENJAMIN MOORE 0C-85 MAYONNAISE

VINYL WINDOWS
MILGARD WHITE STANDARD

WOOD TRIM AND CORBELS
BENJAMIN MOORE 0C-85 MAYONNAISE

WOOD TURNED PICKETS
BENJAMIN MOORE 0C-85 MAYONNAISE

STUCCO
BENJAMIN MOORE 0C-85 MAYONNAISE

FIBERGLASS ENTRY DOOR
KELLY MOORE KM 4435 WARM WELCOME

WOOD TRIM SURROUND
BENJAMIN MOORE 0C-85 MAYONNAISE

BOARD AND BATTENS
BENJAMIN MOORE 0C-85 MAYONNAISE

WOOD HEADER
BENJAMIN MOORE 0C-85 MAYONNAISE

WOOD SILL
BENJAMIN MOORE 0C-85 MAYONNAISE

LEADER HEAD AND DOWNSPOUTS
BENJAMIN MOORE 0C-85 MAYONNAISE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

DUET 3: 4-4B FRONT ELEVATION

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

RIGHT

FRONT

SCALE: 1/4" = 1'-0"

LEFT

REAR

CEDAR BOULEVARD
NEWARK, CALIFORNIA

DUET 3: 4-4B ELEVATIONS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

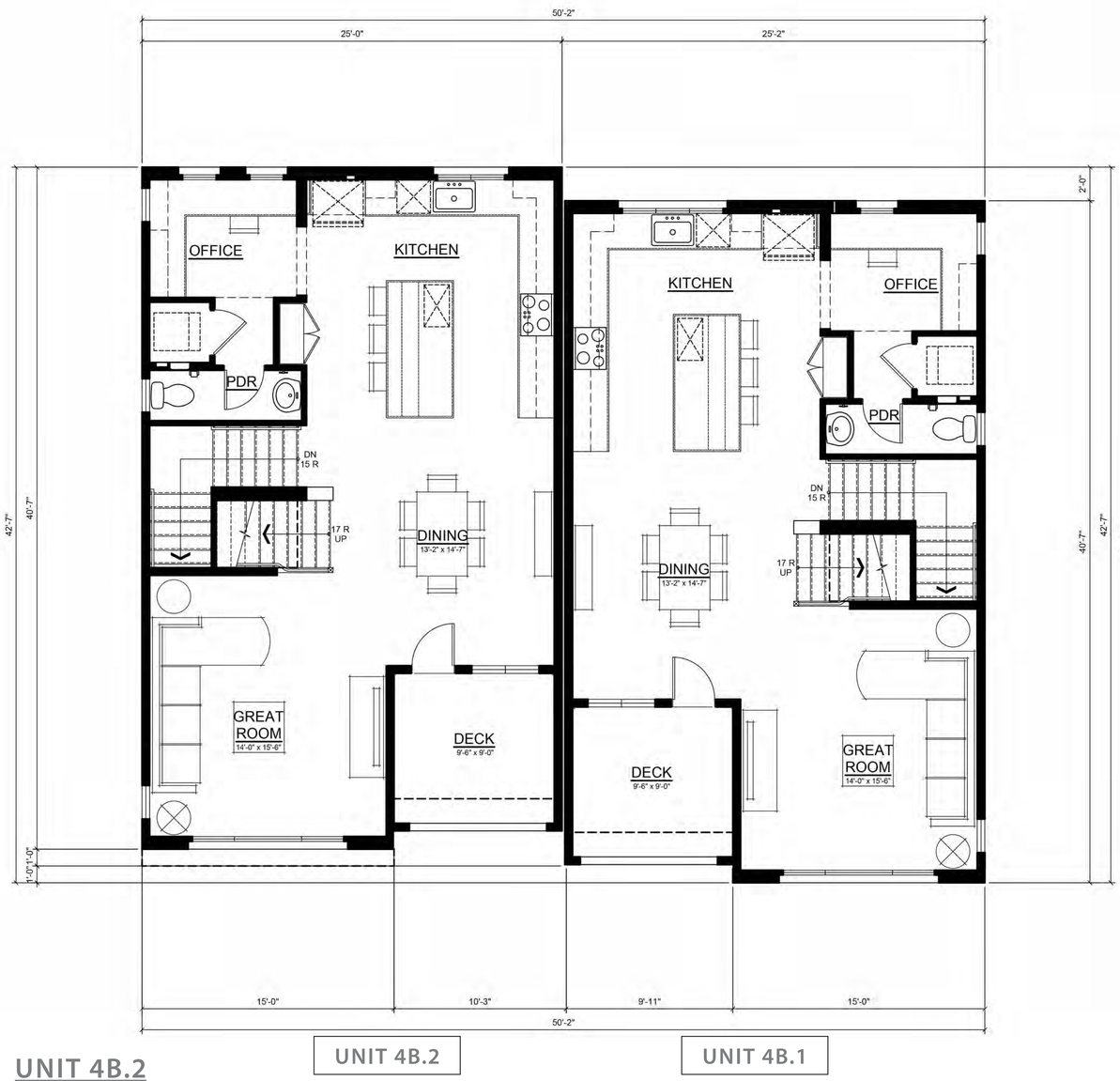
17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

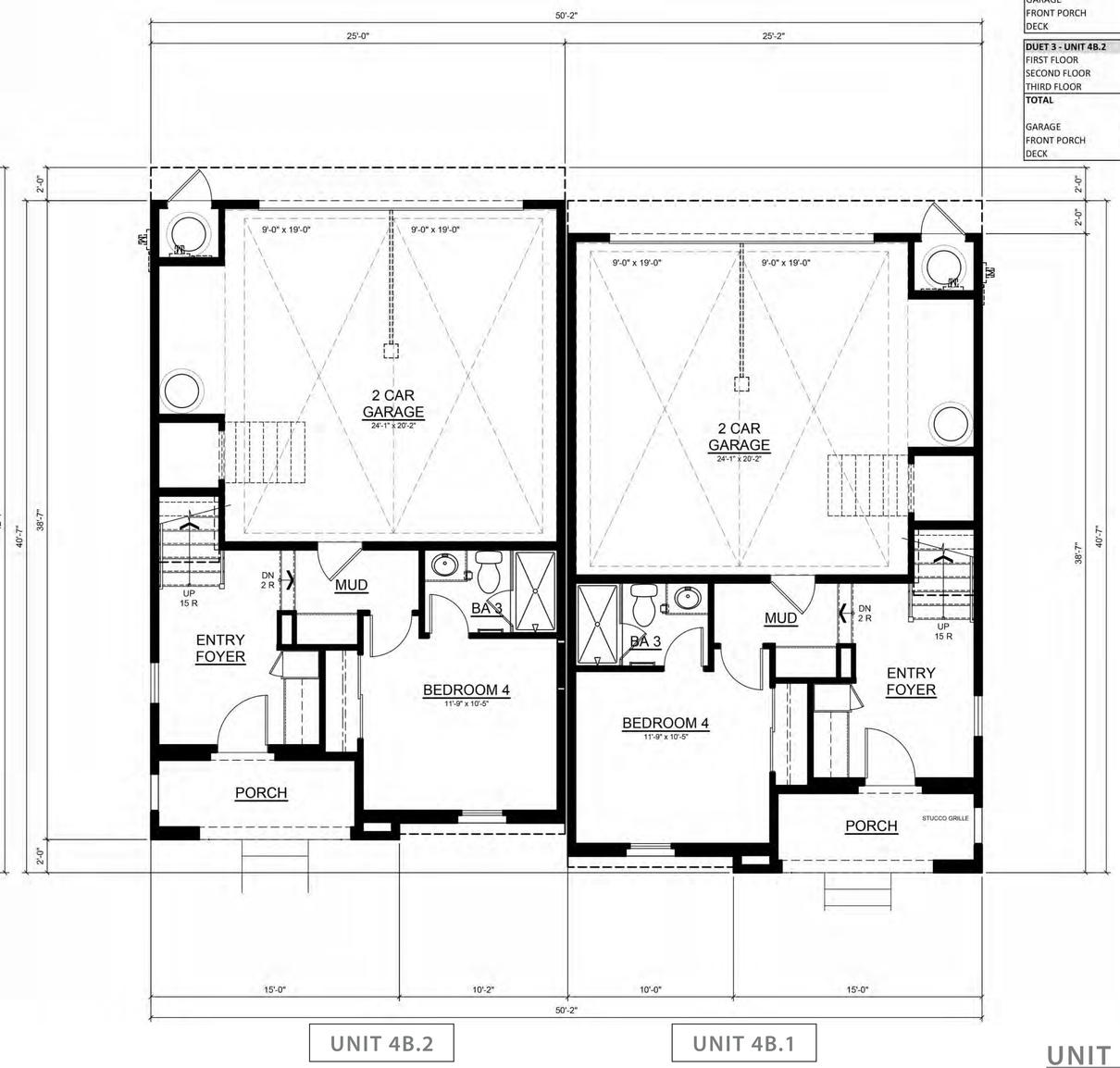
FLOOR AREA TABLE

DUET 3 - UNIT 4B.1	
FIRST FLOOR	383 SF
SECOND FLOOR	898 SF
THIRD FLOOR	889 SF
TOTAL	2170 SF
GARAGE	501 SF
FRONT PORCH	59 SF
DECK	94 SF

DUET 3 - UNIT 4B.2	
FIRST FLOOR	383 SF
SECOND FLOOR	898 SF
THIRD FLOOR	903 SF
TOTAL	2184 SF
GARAGE	501 SF
FRONT PORCH	59 SF
DECK	94 SF



SECOND FLOOR



FIRST FLOOR

UNIT 4B.2
4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

UNIT 4B.1
4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

DUET 3: 4-4B FLOOR PLANS

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

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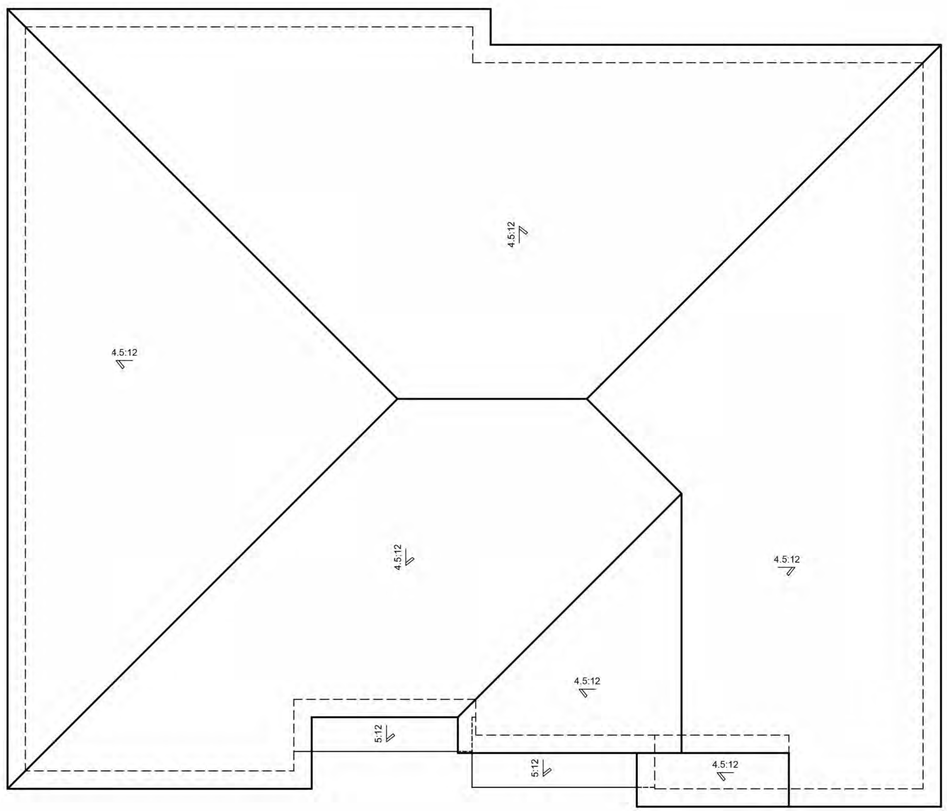
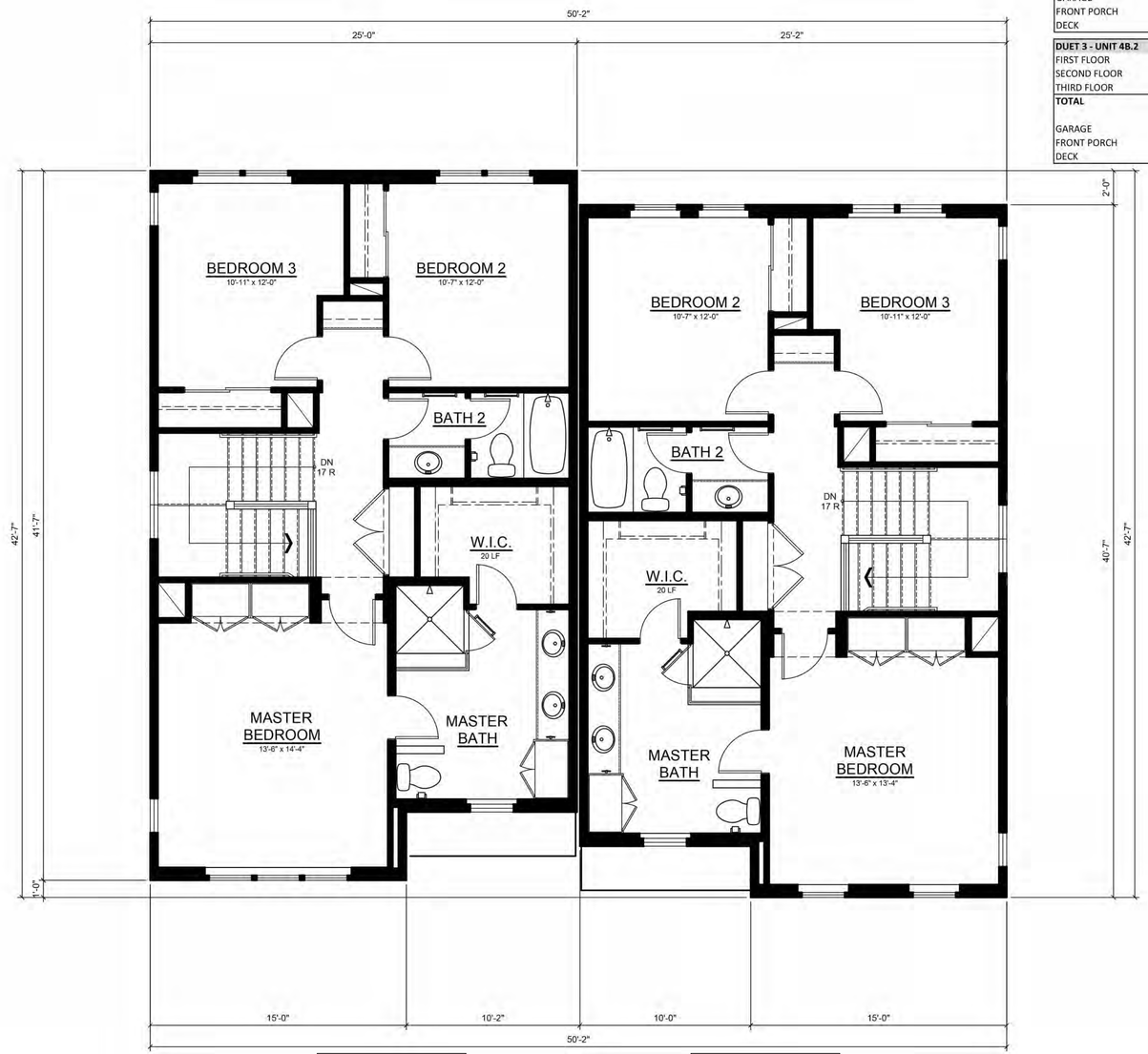


ROOF PLAN



THIRD FLOOR

UNIT 4B.2
4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

UNIT 4B.1
4 BEDROOM + OFFICE
3.5 BATH
2-CAR GARAGE

CEDAR BOULEVARD
NEWARK, CALIFORNIA

DUET 3: 4-4B FLOOR PLAN AND ROOF PLAN

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

PLANNING DEPARTMENT SUBMITTAL

STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

ROBSON HOMES

17025.01 07/25/2022

R H A
ROBERT HIDEY ARCHITECTS

ROOF TILE

EAGLE CAPISTRANO
75% 8403 SANTA BARBARA

EAGLE CAPISTRANO
25% 3526 VALENCIA

BRICK

BELDEN
'JUMBO ROSEWOOD CLEAR A'
(GROUT: OBP MAC PLUS 'ADELANTO TAN')

TILE

MALIBU CERAMIC WORKS

HM. MC1-111

HM. 12

STUCCO/ STUCCO CORBELS

BENJAMIN MOORE
BM OC-85 MAYONNAISE

BENJAMIN MOORE
DE 5294 BLANK CANVAS
(OCCURS ON HOMES WITH BROWN TRIM)

WOOD TRIM

(FASCIA, EAVE, TAILS, HEADERS, BALCONY RAILING, POP-OUTS, WOOD CORBELS, WINDOW BOXES)

BENJAMIN MOORE
BM OC-85 MAYONNAISE
(RANDOMLY PLOTTED ON APPROX 75% OF BUILDINGS)

PRATT & LAMBERT
2-18 BRITISH BROWN
(RANDOMLY PLOTTED ON APPROX 25% OF BUILDINGS)

WROUGHT IRON

BENJAMIN MOORE
BM 2133-10 ONYX

GARAGE DOORS

BENJAMIN MOORE
BM OC-85 MAYONNAISE

PRATT & LAMBERT
2-18 BRITISH BROWN

DUNN EDWARDS
DE 5746 ASPEN HUSH

KELLY MOORE
KMA 63 GREEN VALLEY

PORCH/STOOP

SHERWIN WILLIAMS
7593 RUSTIC RED

QUARRY TILE

GLADDING MCBEAN
TUMBLED BLENDED RED

LOW PLASTER WALLS

WHITE: BENJAMIN MOORE
OC-85 MAYONNAISE

BOARD & BATTEN

BENJAMIN MOORE
BM OC-85 MAYONNAISE

GUTTERS/DOWNSPOUTS

BENJAMIN MOORE
BM OC-85 MAYONNAISE

CUSTOM-BILT METALS
WEATHERED BRONZE

TRASH ENCLOSURE PLASTER

BENJAMIN MOORE
OC-85 MAYONNAISE

DUNN EDWARDS DE 5294 BLANK CANVAS

TRASH ENCLOSURE WOOD GATES

BENJAMIN MOORE
OC-85 MAYONNAISE OR/
PRATT & LAMBERT
2-18 BRITISH BROWN

ENTRY DOORS

PRATT & LAMBERT
23-19 NOCTURNAL SEA

DUNN EDWARDS
DE 5650 GREEN BAYOU

SHERWIN WILLIAMS
SW 6229 TEMPE STAR

KELLY MOORE
KM 4435 WARM WELCOME

KELLY MOORE
KMA 63 GREEN VALLEY

PRATT & LAMBERT
2-18 BRITISH BROWN

DUNN EDWARDS
DE 5746 ASPEN HUSH

AWNING

SUNBRELLA

TEAL TWEED
6050

FERN
4671

DEEP SEA
4691

POMEGRANATE
14604

FOREST GREEN
4637

AQUAMARINE
4623

TRUE BROWN
4621

WINDOWS

VPI
WHITE

VPI
ARCHITECTURAL BRONZE

SIERRA PACIFIC
047 TEAL WOOD

MILGARD
WHITE

MILGARD
CLASSIC BROWN

PRIVACY SOUND WALL

SHERWIN WILLIAMS
SW 7547 SANDBAR

BALCONY RAILING PICKETS - PAINT TO MATCH TRIM
PORCH / STOOP - PAINTED CONCRETE TO MATCH SHERWIN WILLIAMS SW 7593 RUSTIC RED

CEDAR BOULEVARD

NEWARK, CALIFORNIA

COLOR AND MATERIAL BOARD

NOTE: COLORS MAY VARY DUE TO SCREEN RESOLUTION.
REFER TO PAINT CHIPS FOR ACTUAL COLORS

0 1' 2' 4' 8'
SCALE: 1/4"=1'-0"

MANUFACTURED PRODUCTS, WINDOWS, DOORS, LIGHTS, ETC MAY CHANGE BASED ON AVAILABILITY.

PLANNING DEPARTMENT SUBMITTAL

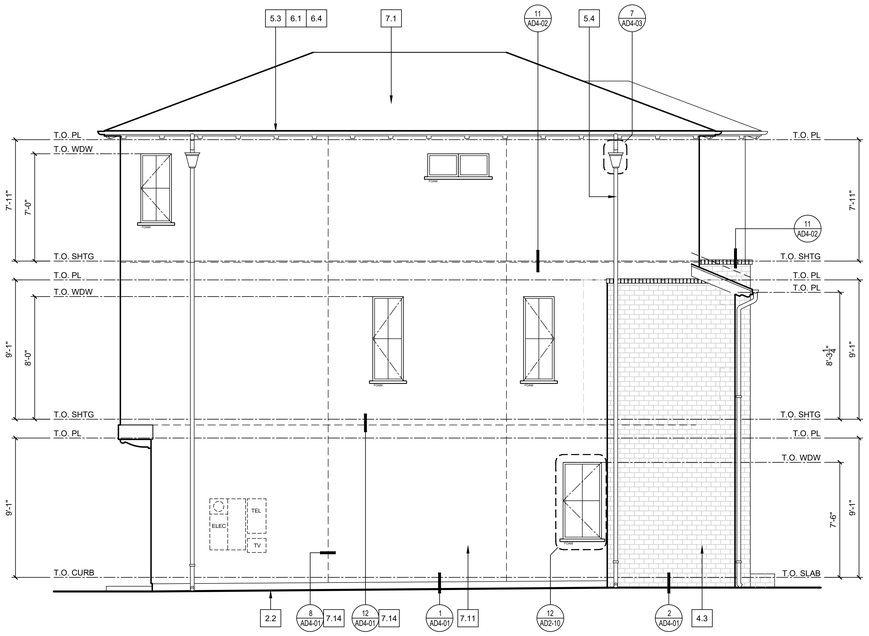
STUDIO CONOVER
COLOR CONSULTANT

DESIGN FOCUS
LANDSCAPE

RUGGERI-JENSEN-AZAR ENGINEERS
CIVIL

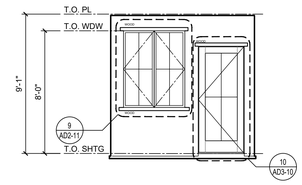
ROBSON HOMES

17025.01 07/25/2022



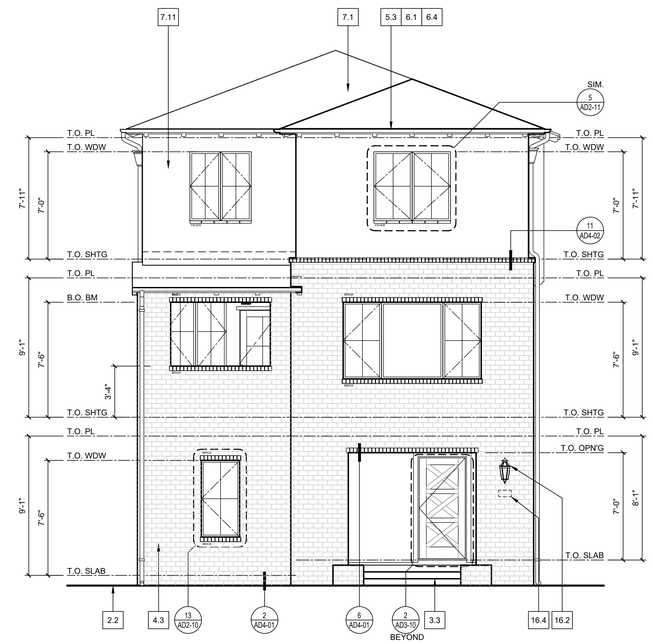
LEFT ELEVATION 4C

SCALE: 1/4" = 1'-0"



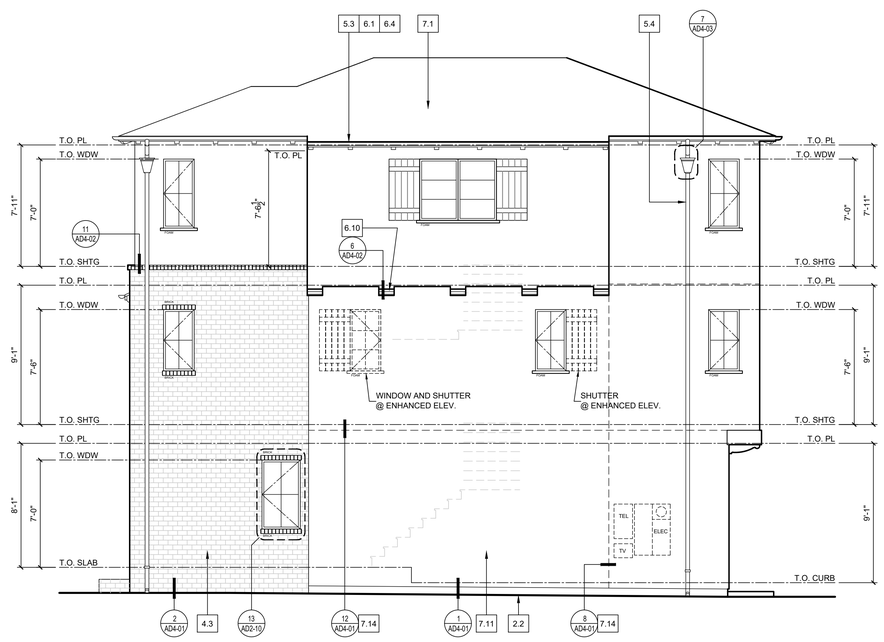
PARTIAL FRONT ELEVATION 4C

SCALE: 1/4" = 1'-0"



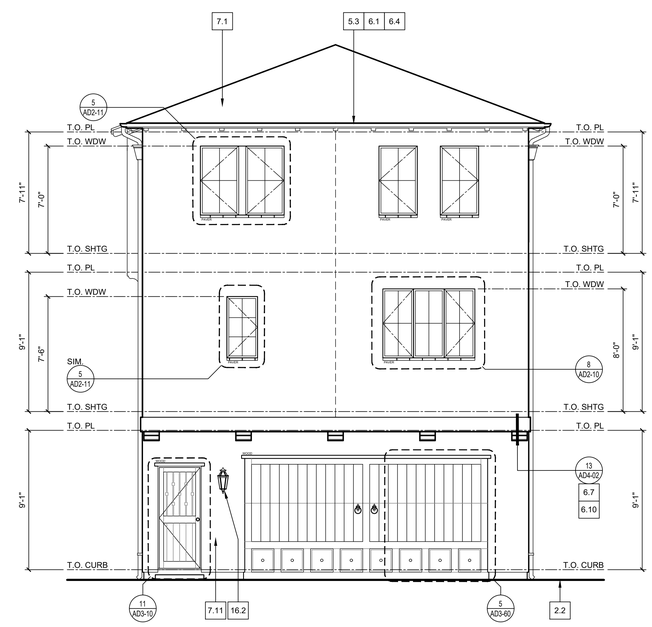
FRONT ELEVATION 4C

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION 4C

SCALE: 1/4" = 1'-0"



REAR ELEVATION 4C

SCALE: 1/4" = 1'-0"

ELEVATION NOTES

SYMBOL LEGEND:

XX ← KEY NOTE

0. SPATIAL
0.1 LINE OF WALL BEYOND.
0.2 OPENING IN WALL.

2. SITE CONSTRUCTION
2.1 SITE FENCE (PER LANDSCAPE DWGS)
2.2 FINISH GRADE (PER CIVIL DWGS)

3. CONCRETE
3.1 CONCRETE SLAB ON GRADE (PER STRUCT DWGS)
3.2 CONCRETE STOOP - REFER TO CIVIL LANDSCAPE DRAWINGS
3.3 CONCRETE STEPS - REFER TO CIVIL LANDSCAPE DRAWINGS

4. MASONRY
4.1 PRECAST STONE VENEER (ADHERED)
4.2 THIN BRICK VENEER (ADHERED)
4.3 FULL BRICK TRIM (ANCHORED)
4.4 BRICK WAINSCOT
4.5 STONE WAINSCOT
4.6 PRECAST CONCRETE CAP
4.7 PRECAST CONCRETE COLUMN
4.8 PRECAST TRIM
4.9 PRECAST CONCRETE FINIAL
4.10 PRECAST WATERSPOUT SCUPPER
4.11 4" DIAMETER FALSE CLAY PIPE VENTS
4.12 DECORATIVE STACKED HALF-ROUND CLAY PIPES
4.13 FALSE CLAY PAVER VENT
4.14 PRECAST CONCRETE CANALE OVERFLOW
4.15 CLAY PAVERS
4.16 BRICK PAVERS
4.17 STONE PAVERS

5. METALS
5.2 C.R. STUCCO WEEP SCREED, TYP
5.3 C.R. GUTTER, TYP
5.4 C.R. DOWNSPOUT (3" Ø)
5.5 C.R. METAL LOUVERED ATTIC VENT WITH 1/4" C.R SCREEN AT INTERIOR. SEE ELEVATION FOR SIZE
5.6 C.R. METAL GUARD, 42" HIGH MIN
5.7 C.R. METAL POTSHELF
5.9 C.R. FLASHING AT INTERSECTION
5.10 C.R. ORNAMENTAL METAL GATE
5.11 C.R. METAL GRILLE
5.12 C.R. SCREENED VENT, 14" x 8" MIN
5.13 C.R. METAL DORMER VENT: 14" x 22"
5.14 C.R. METAL CRAWL SPACE ACCESS: 24" x 18"
5.15 C.R. METAL SADDLE AND FLASHING
5.16 C.R. METAL WEATHER VANE WITH GROUNDING
5.17 C.R. METAL SCROLL
5.18 C.R. METAL OVERFLOW
5.19 STANDING SEAM METAL ROOF
5.20 CANVAS AWNING WITH ORNAMENTAL WROUGHT IRON FRAME

6. WOOD
6.1 WOOD RAFTER TAILS (REFER TO STRUCTURAL)
6.2 WOOD OUTLOOKER (REFER TO STRUCTURAL)
6.3 WOOD RAKE
6.4 WOOD EAVE
6.5 WOOD BEAM (REFER TO STRUCTURAL)
6.6 WOOD POST / COLUMN. (REFER TO STRUCTURAL)
6.7 WOOD CORBEL (REFER TO STRUCTURAL)
6.8 2x WOOD HEAD TRIM
6.9 WOOD SILL TRIM
6.10 2x WOOD TRIM
6.11 WOOD MOULDING
6.12 WOOD 1x VERTICAL SPACED BOARDS
6.13 WOOD KNEE BRACE / KICKER
6.14 WOOD RAILING (42" HIGH MIN.)
6.15 WOOD POTSHELF
6.16 DECORATIVE WOOD RAIL WITH PICKET

7. EXTERIOR FINISHES
7.1 ROOFING MATERIAL (REFER TO ROOF PLANS)
7.2 CEMENT BOARD 'HARDI-PANEL w/ BATTENS
7.3 CEMENT BOARD HORIZONTAL SIDING
7.4 CEMENT BOARD PANEL SIDING
7.5 CEMENT BOARD TRIM
7.6 POLYURETHANE SHUTTER
7.7 WOOD SHUTTERS
7.8 WOOD SIDING
7.9 CERAMIC TILE RISERS
7.10 CERAMIC TILE SET IN STUCCO
7.11 3-COAT STUCCO (MIN. 30/30 FINISH)
7.12 STUCCO SOFFIT / CEILING
7.13 STUCCO SILL, SLOPE 1/2" PER FT. MIN.
7.14 STUCCO EXPANSION / CONTROL JOINT
7.15 STUCCO RECESS
7.16 STUCCO OVER FOAM SHAPE
7.17 STUCCO OVER HIGH DENSITY FOAM COLUMN WITH SMOOTH FINISH COAT
7.18 STUCCO OVER HIGH DENSITY FOAM SURROUND WITH SMOOTH FINISH COAT
7.19 STUCCO OVER FOAM SHELF, SLOPE AWAY FROM BLD'G 1/2" PER FT. MIN.
7.20 STUCCO OVER 2x CAP
7.21 STUCCO WRAPPED FOAM CORBEL
7.22 STUCCO OVER CONCRETE MASONRY UNIT WALL
7.23 CEMENT BOARD SHINGLE

8. DOORS AND WINDOWS
8.1 ENTRY DOOR
8.2 ACCESS DOOR
8.3 SECTIONAL ROLL-UP GARAGE DOOR
8.4 BARN DOOR

9. MISCELLANEOUS
9.1 FALSE RECESSED VENT
9.2 COURTYARD WALL: REFER TO PRECISE GRADING PLANS FOR DESIGN
9.3 LOUVERED DOOR FOR MECH. VENTILATION

15. MECHANICAL
15.1 AIR CONDITIONER UNIT
15.2 F.A.U.(S) PER MECHANICAL ENGINEER AND HVAC CONTRACTOR. TRUSS MANUFACTURER TO PROVIDE REQUIRED CLEARANCES

16. ELECTRICAL
16.2 LIGHT FIXTURE, +84" AFF (U.N.O.) - VERIFY (DIMENSIONS PROVIDED TO CENTERLINE OF J-BOX - VFY. WITH MFR.)
16.3 LIGHTED ADDRESS SIGN, +64" AFF (U.N.O.) SWITCHED BY PHOTOCELL
16.4 PIN MOUNTED ADDRESS NUMBERS, +64" AFF (U.N.O.)

GENERAL NOTES

1. ANY DISCREPANCY FOUND IN THESE DRAWINGS TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO ANY CONSTRUCTION.
2. HORIZONTAL AND VERTICAL DIMENSIONS SHOWN ARE FROM FACE OF STUD, FACE OF CONCRETE, OR FACE OF CMU, UNLESS NOTED OTHERWISE.
3. FIRST FLOOR DIMENSIONS ARE TOP OF SLAB OR TOP OF SUB FLOOR SHEATHING MATERIAL.
4. SECOND FLOOR DIMENSIONS ARE TOP OF SUB FLOOR SHEATHING MATERIAL.
6. ALL EXTERIOR PAVING AND SITE ELEMENTS ARE FOR REFERENCE ONLY REFER TO LANDSCAPE AND CIVIL DRAWINGS FOR DESIGN, DETAILS AND DIMENSIONS.
7. ALL MECHANICAL EQUIPMENT, GRILLS AND CONTROLS ARE FOR REFERENCE ONLY REFER TO MECHANICAL DRAWINGS FOR DESIGN, DETAILS AND DIMENSIONS.
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9. ALL STRUCTURAL MEMBERS AND ELEMENTS ARE SHOWN FOR REFERENCE ONLY REFER TO STRUCTURAL ENGINEERS DRAWINGS FOR DESIGN, DETAILS AND DIMENSIONS.
10. CONTRACTOR TO COORDINATE PLUMBING, MECHANICAL, ELECTRICAL PENETRATIONS AND CONNECTIONS WITH SUBCONTRACTORS.
11. CONTRACTOR SHALL FIELD VERIFY ALL SHUTTER SIZES WHERE THEY OCCUR.
12. ALL EXTERIOR STUCCO PER COLOR CONSULTANT. ALL WOOD SHUTTERS TO BE A CONTRASTING COLOR. ALL ROOF TILE TO BE A BLEND OF COLORS AS SELECTED BY COLOR CONSULTANT AND CLIENT
13. ALL EXPOSED METAL SHALL BE BONDERIZED AND PAINTED TO MATCH ADJACENT SURFACES.

NOTE: BUILDING ADDRESS MUST BE CLEARLY VISIBLE AND LEGIBLE FROM ADJACENT PUBLIC WAY OR STREET. ADDRESS LETTERS AND NUMBERS SHALL BE A MINIMUM 4" HIGH, WITH A MINIMUM STROKE WIDTH OF ½" AND SHALL CONTRAST WITH THEIR BACKGROUND.

STAMP:

R H A
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CEDAR BOULEVARD

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408.345.1768

90% CONSTRUCTION DOCUMENTS 12-21-2022

ROBSON HOMES

BUILDING DEPARTMENT SUBMITTAL:
1st SUBMITTAL: 12-21-2022
2nd SUBMITTAL:
3rd SUBMITTAL
4th SUBMITTAL
5th SUBMITTAL
REVISIONS:

PRINCIPAL:	DW
SR PRJ DIRECTOR:	CM
PRJ DIRECTOR:	TS, RR, BN
JOB CAPTAIN:	MS
SR ASSOCIATE:	
ASSOCIATES:	VL, JM
PROJECT NUMBER:	17025
PROJECT CAD FILE:	17025_A4C5-01

SHEET TITLE:

PLAN 4C

EXTERIOR ELEVATIONS

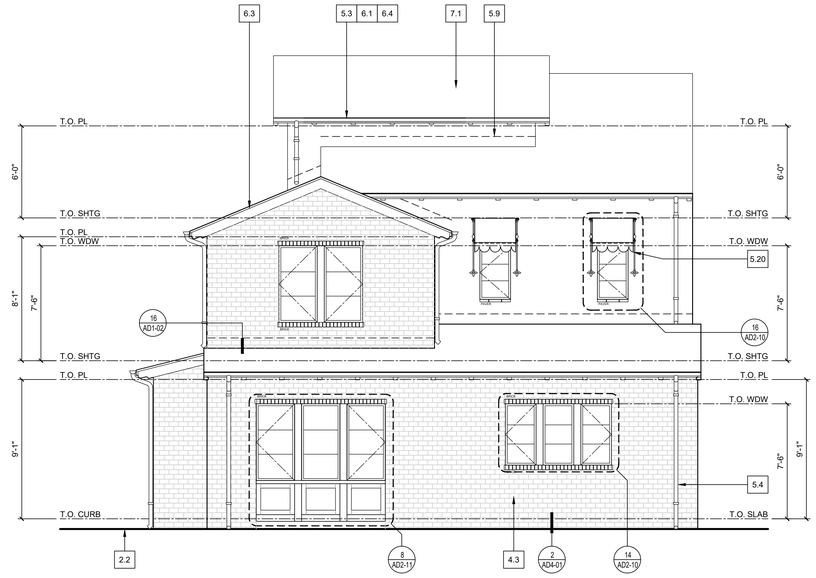
SHEET NUMBER:

A4C5-1

01/19/2023

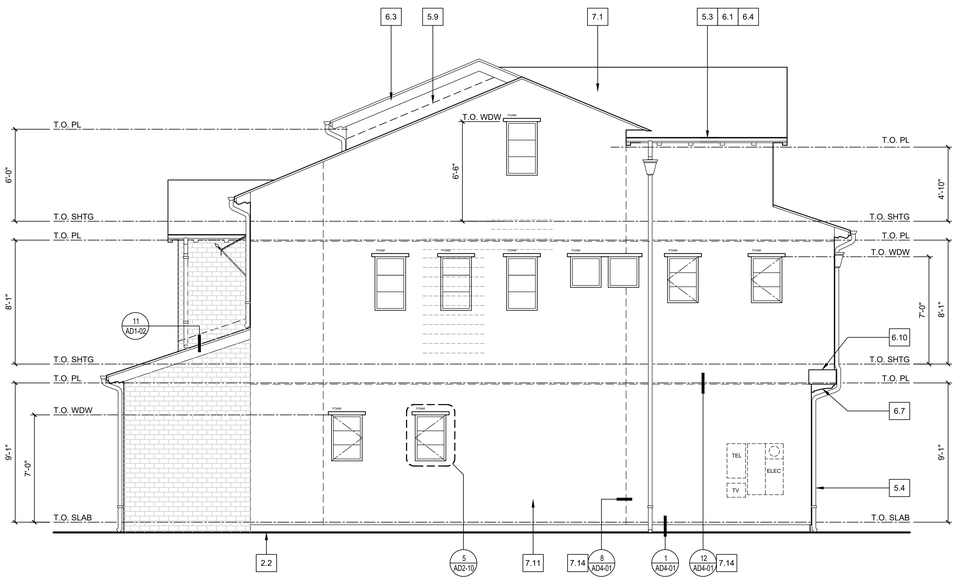
LEFT ELEVATION 5A

SCALE: 1/4" = 1'-0"



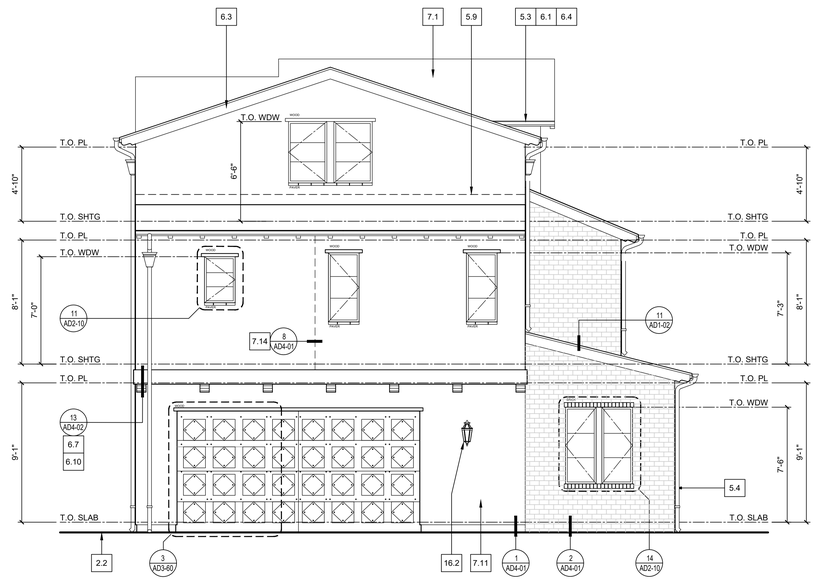
FRONT ELEVATION 5A

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION 5A

SCALE: 1/4" = 1'-0"



REAR ELEVATION 5A

SCALE: 1/4" = 1'-0"

ELEVATION NOTES

SYMBOL LEGEND:

XX — KEY NOTE

0. SPATIAL
0.1 LINE OF WALL BEYOND.
0.2 OPENING IN WALL.

2. SITE CONSTRUCTION
2.1 SITE FENCE (PER LANDSCAPE DWGS)
2.2 FINISH GRADE (PER CIVIL DWGS)

3. CONCRETE
3.1 CONCRETE SLAB ON GRADE (PER STRUCT DWGS)
3.2 CONCRETE STOOP - REFER TO CIVIL LANDSCAPE DRAWINGS
3.3 CONCRETE STEPS - REFER TO CIVIL LANDSCAPE DRAWINGS

4. MASONRY
4.1 PRECAST STONE VENEER (ADHERED)
4.2 THIN BRICK VENEER (ADHERED)
4.3 FULL BRICK TRIM (ANCHORED)
4.4 BRICK WAINSCOT
4.5 STONE WAINSCOT
4.6 PRECAST CONCRETE CAP
4.7 PRECAST CONCRETE COLUMN
4.8 PRECAST TRIM
4.9 PRECAST CONCRETE FINIAL
4.10 PRECAST WATERSPOUT SCUPPER
4.11 4" DIAMETER FALSE CLAY PIPE VENTS
4.12 DECORATIVE STACKED HALF-ROUND CLAY PIPES
4.13 FALSE CLAY PAVER VENT
4.14 PRECAST CONCRETE CANALE OVERFLOW
4.15 CLAY PAVERS
4.16 BRICK PAVERS
4.17 STONE PAVERS

5. METALS
5.2 C.R. STUCCO WEEP SCREED, TYP
5.3 C.R. GUTTER, TYP
5.4 C.R. DOWNSPOUT (3" Ø)
5.5 C.R. METAL LOUVERED ATTIC VENT WITH 1/4" C.R SCREEN AT INTERIOR. SEE ELEVATION FOR SIZE
5.6 C.R. METAL GUARD, 42" HIGH MIN
5.7 C.R. METAL POTSHELF
5.9 C.R. FLASHING AT INTERSECTION
5.10 C.R. ORNAMENTAL METAL GATE
5.11 C.R. METAL GRILLE
5.12 C.R. SCREENED VENT, 14" x 8" MIN
5.13 C.R. METAL DORMER VENT: 14" x 22"
5.14 C.R. METAL CRAWL SPACE ACCESS: 24" x 18"
5.15 C.R. METAL SADDLE AND FLASHING
5.16 C.R. METAL WEATHER VANE WITH GROUNDING
5.17 C.R. METAL SCROLL
5.18 C.R. METAL OVERFLOW
5.19 STANDING SEAM METAL ROOF
5.20 CANVAS AWNING WITH ORNAMENTAL WROUGHT IRON FRAME

6. WOOD
6.1 WOOD RAFTER TAILS (REFER TO STRUCTURAL)
6.2 WOOD OUTLOOKER (REFER TO STRUCTURAL)
6.3 WOOD RAKE
6.4 WOOD EAVE
6.5 WOOD BEAM (REFER TO STRUCTURAL)
6.6 WOOD POST / COLUMN. (REFER TO STRUCTURAL)
6.7 WOOD CORBEL (REFER TO STRUCTURAL)
6.8 2x WOOD HEAD TRIM
6.9 WOOD SILL TRIM
6.10 2x WOOD TRIM
6.11 WOOD MOULDING
6.12 WOOD 1x VERTICAL SPACED BOARDS
6.13 WOOD KNEE BRACE / KICKER
6.14 WOOD RAILING (42" HIGH MIN.)
6.15 WOOD POTSHELF
6.16 DECORATIVE WOOD RAIL WITH PICKET

7. EXTERIOR FINISHES
7.1 ROOFING MATERIAL. (REFER TO ROOF PLANS)
7.2 CEMENT BOARD 'HARDI-PANEL w/ BATTENS
7.3 CEMENT BOARD HORIZONTAL SIDING
7.4 CEMENT BOARD PANEL SIDING
7.5 CEMENT BOARD TRIM
7.6 POLYURETHANE SHUTTER
7.7 WOOD SHUTTERS
7.8 WOOD SIDING
7.9 CERAMIC TILE RISERS
7.10 CERAMIC TILE SET IN STUCCO
7.11 3-COAT STUCCO (MIN. 30/30 FINISH)
7.12 STUCCO SOFFIT / CEILING
7.13 STUCCO SILL SLOPE 1/2" PER FT. MIN.
7.14 STUCCO EXPANSION / CONTROL JOINT
7.15 STUCCO RECESS
7.16 STUCCO OVER FOAM SHAPE
7.17 STUCCO OVER HIGH DENSITY FOAM COLUMN WITH SMOOTH FINISH COAT
7.18 STUCCO OVER HIGH DENSITY FOAM SURROUND WITH SMOOTH FINISH COAT
7.19 STUCCO OVER FOAM SHELF, SLOPE AWAY FROM BLD'G 1/2" PER FT. MIN.
7.20 STUCCO OVER 2x CAP
7.21 STUCCO WRAPPED FOAM CORBEL.
7.22 STUCCO OVER CONCRETE MASONRY UNIT WALL
7.23 CEMENT BOARD SHINGLE

8. DOORS AND WINDOWS
8.1 ENTRY DOOR
8.2 ACCESS DOOR
8.3 SECTIONAL ROLL-UP GARAGE DOOR
8.4 BARN DOOR

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90% CONSTRUCTION DOCUMENTS 01-23-2023

ROBSON HOMES

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2nd SUBMITTAL:
3rd SUBMITTAL
4th SUBMITTAL
5th SUBMITTAL
REVISIONS:

PRINCIPAL:	DW
SR PRJ DIRECTOR:	CM
PRJ DIRECTOR:	TS, RR, BN
JOB CAPTAIN:	MS
SR ASSOCIATE:	
ASSOCIATES:	VL, JM
PROJECT NUMBER:	17025
PROJECT CAD FILE:	17025_A5A5-01

SHEET TITLE:

PLAN 5A

EXTERIOR ELEVATIONS

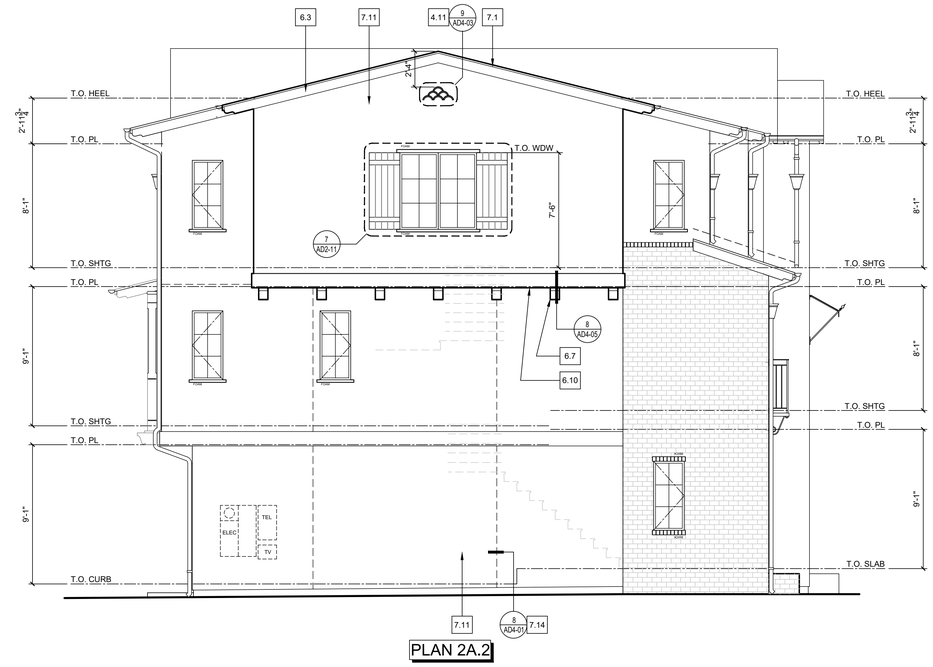
SHEET NUMBER:

A5A5-1

01/31/2023

OPT. FRONT ELEVATION AT LOT 117 — DUET 2

SCALE: 1/4" = 1'-0"



OPT. LEFT ELEVATION AT LOT 117 — DUET 2

SCALE: 1/4" = 1'-0"

NOTE:
ALTERNATE / OPTION PLANS ARE DRAWN TO SHOW INFORMATION WHICH DIFFERS FROM THE BASIC PLAN.
SEE BASIC ('A' STYLE) PLANS AND ELEVATIONS FOR NOTES, DIMENSIONS AND PARTS NOT SHOWN.

NOTE:
CENTERLINE AT ATTIC VENT SYMBOLS INDICATES ALIGNMENT WITH A WINDOW, DOOR, OR OPENING BELOW. PER ELEVATION

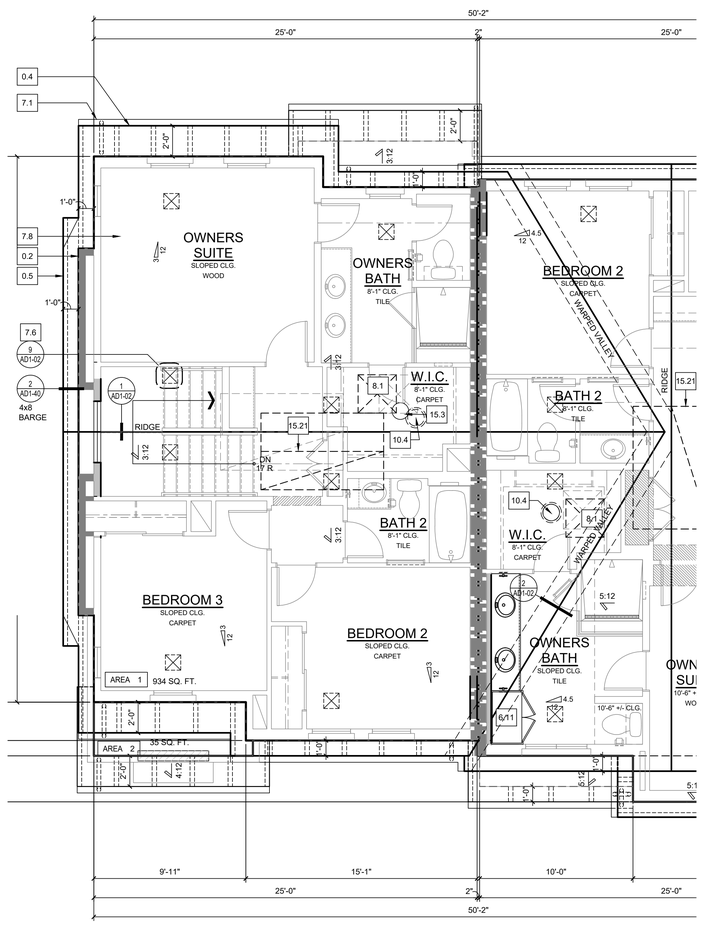
PLAN 2A.2

AREA 1 ATTIC CALCULATION

	934	SQ. FT. ATTIC AREA
X	1/300	SQ. FT. RATIO OF VENTILATION REQUIRED
X	144	CONVERSION TO SQUARE INCHES
	448	SQ. INCHES OF VENTILATION REQUIRED
	VENTILATION PROVIDED:	
	224	50% OF THE REQUIRED VENTILATION IS LOCATED IN THE UPPER ATTIC
	4	O'HAGIN CLOAKED VENT
X	72	SQ. INCHES
	288	SQ. INCHES AT UPPER ATTIC
		THE BALANCE OF REQUIRED VENTILATION IS LOCATED EVENLY SPACED IN THE LOWER ATTIC
	0	BAYS OF LINEAR EAVE BLOCK VENTING - SEE DETAIL 20/AD1-20.
X		LINEAR EAVE VENTS PROVIDING MIN. 13 SQ.
	13	IN. NET FREE AREA
X	4	O'HAGIN CLOAKED VENT
	72	SQ. INCHES
	288	SQ. INCHES AT LOWER ATTIC
	576	SQ. INCHES OF VENTILATION PROVIDED

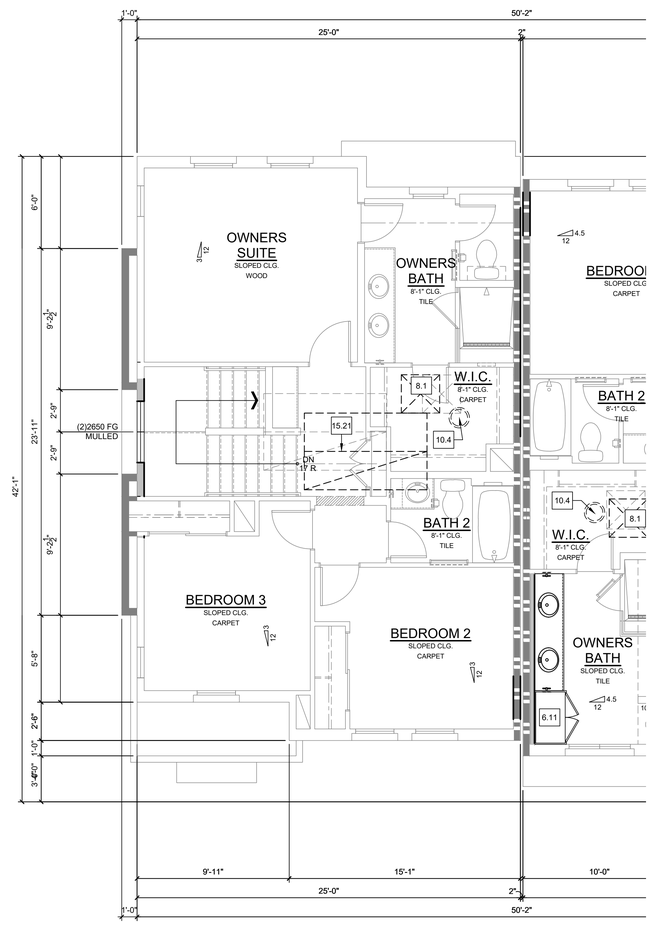
OPT. REAR ELEVATION LOT 117 — DUET 2

SCALE: 1/4" = 1'-0"



OPT. ROOF PLAN AT LOT 117 — DUET 2

SCALE: 1/4" = 1'-0"



OPT. FLOOR PLAN AT LOT 117 — DUET 2

SCALE: 1/4" = 1'-0"

STAMP:

R H A
ROBERT HIDEY ARCHITECTS
3337 MICHELSON DRIVE | SUITE 170 | IRVINE, CA 92612
949.655.1550 | WWW.ROBERTHIDEY.COM

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90% CONSTRUCTION DOCUMENTS 12-21-2022

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SR ASSOCIATE:	
ASSOCIATES:	VL, JM
PROJECT NUMBER:	17025
PROJECT CAD FILE:	17025_A7_8-01

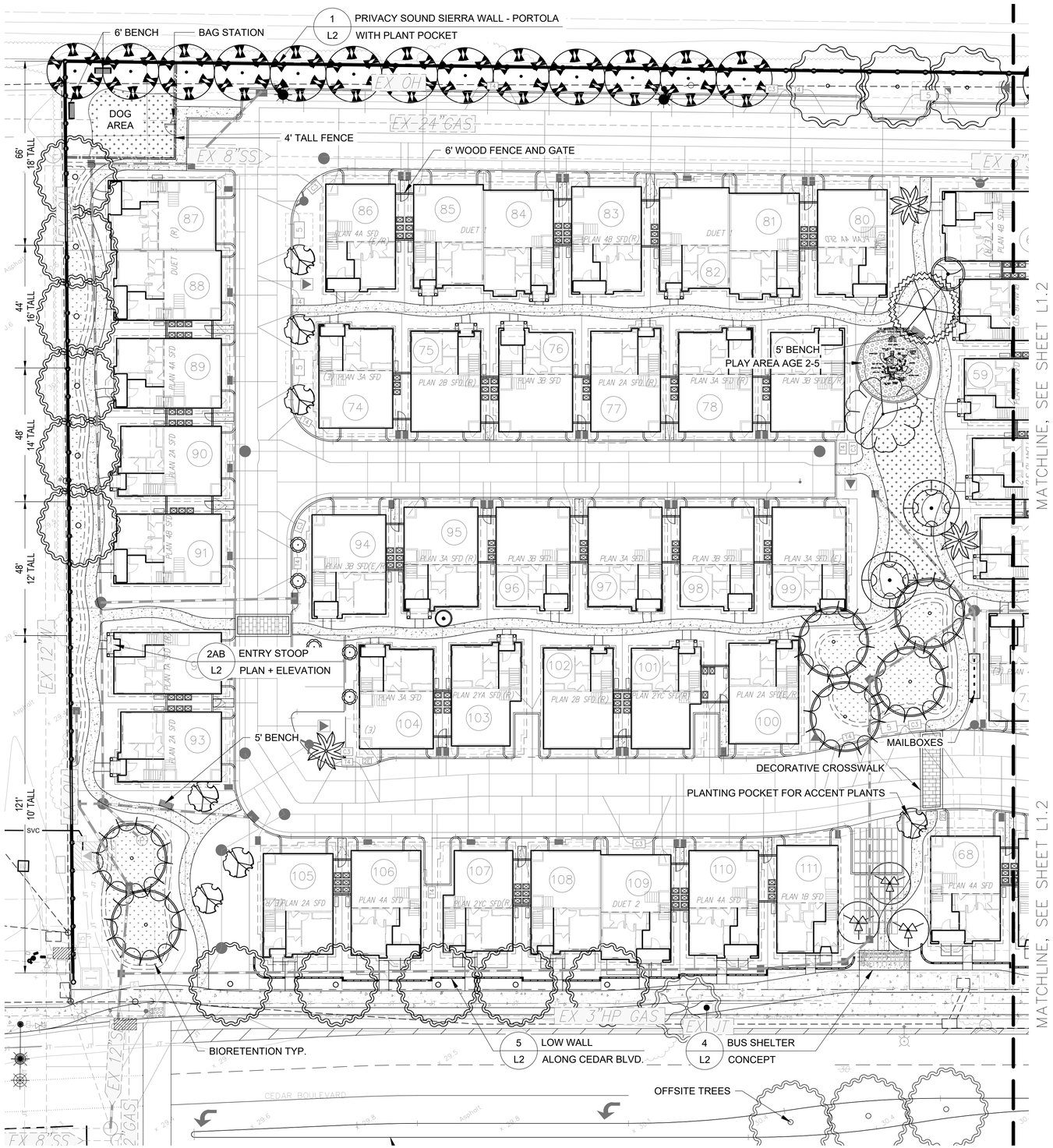
SHEET TITLE:

DUET 2
OPTION

SHEET NUMBER:

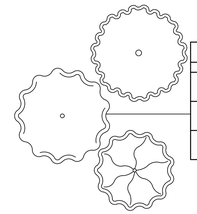
A7_8-01

01/19/2023

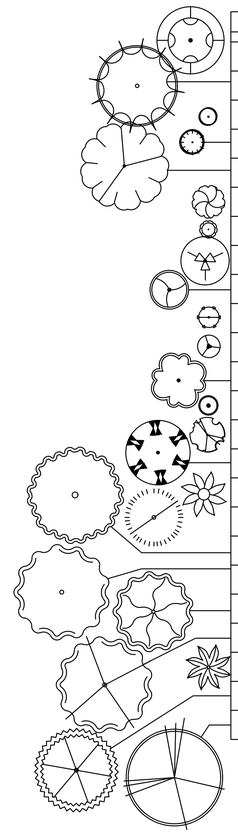


NOTES:

- LANDSCAPE PLANS WILL COMPLY WITH THE REQUIREMENTS PROVIDED UNDER THE CHAPTER 17.21 OF THE ZONING CODE AND THE CALIFORNIA MODEL WATER EFFICIENT LANDSCAPE ORDINANCE

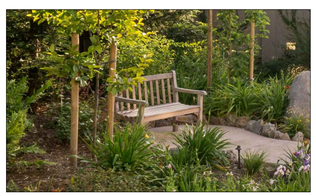


OFF-SITE TREES					
NAME	COUNT	SIZE	WUCOLS	TYPE	NOTES
PLATANUS X ACERIFOLIA	3	24"	M	DECIDUOUS	
QUERCUS AGRIFOLIA	16	24"	VL	EVERGREEN	
QUERCUS LOBATA	6	24"	VL	DECIDUOUS	



SITE TREES					
NAME	COUNT	SIZE	WUCOLS	TYPE	NOTES
ACER MACROPHYLLUM	2	36"	M	DECIDUOUS	
ACER NEGUNDO 'SENSATION'	15	15G	M	DECIDUOUS	
ACER PALMATUM VAR. DISECTUM 'EVER RED'	1	24"	M	DECIDUOUS	
ACER PALMATUM VAR. DISECTUM 'GREEN'	2	24"	M	DECIDUOUS	
ARBUTUS 'MARINA'	5	24"	L	EVERGREEN	STANDARD
ARBUTUS UNEDO - STD	3	24"	L	EVERGREEN	
ARBUTUS UNEDO 'COMPACTA'	8	24"	L	EVERGREEN	
CALLISTEMON VIMINALIS 'RED CASCADE'	5	24"	L	EVERGREEN	
CERCIS RENIFORMIS 'OKLAHOMA'	6	24"	M	DECIDUOUS	STANDARD
CITRUS RETICULATA - DWF	4	24"	M	EVERGREEN	STANDARD
CITRUS SINENSIS 'WASHINGTON' - DWF	1	24"	M	EVERGREEN	
CORNUS 'EDDIE'S WHITE WONDER'	1	24"	M	DECIDUOUS	
FORTUNELLA MARGARITA - STD	4	24"	M	EVERGREEN	STANDARD
LAGERSTROEMIA X 'MUSKOGEE'	29	24"	L	DECIDUOUS	STANDARD
LYONOTHAMNUS FLORIBUNDUS	39	24"	L	EVERGREEN	
PHOENIX CANARIENSIS	4	15'	L	EVERGREEN	
PINUS PINEA	1	24"	L	EVERGREEN	
PLATANUS X ACERIFOLIA 'COLUMBIA'	20	24"	M	DECIDUOUS	
QUERCUS AGRIFOLIA	8	24"	VL	EVERGREEN	
QUERCUS LOBATA	2	24"	L	DECIDUOUS	
QUERCUS ROBUR	2	24"	M	EVERGREEN	
SYAGRUS ROMANZOFFIANA	9	24"	M	EVERGREEN	
THUJA PLICATA	1	24"	M	EVERGREEN	
ULMUS PARVIFOLIA	3	24"	L	EVERGREEN	

TREE TABULATION (24" MIN BOX TREES)		
TYPE	COUNT	% OF LANDSCAPE
DECIDUOUS	77	44%
EVERGREEN	97	55%
TOTAL	174	100%



BENCH

4' TALL DOG FENCE

MOTION PLAY STRUCTURE
LANDSCAPE STRUCTURES
MODEL #197057
AGES 2-5

38370 CEDAR BLVD
CITY OF NEWARK
ALAMEDA COUNTY

LANDSCAPE PLAN

DESIGN

PO BOX 485
BEN LOMOND, CA 95005
(831) 336-3100

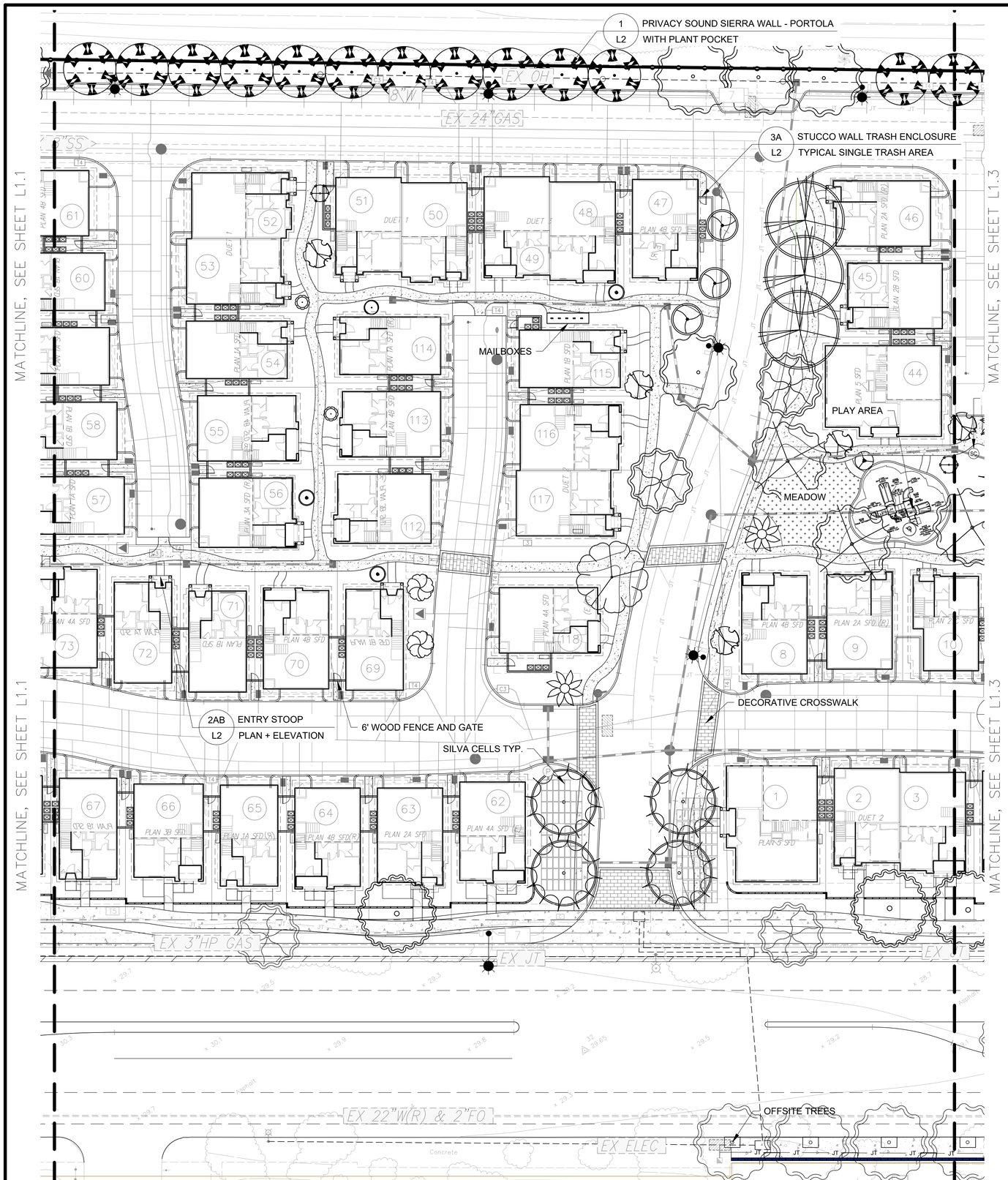
FOCUS

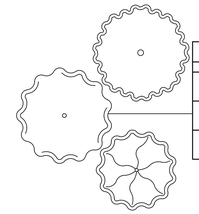
DESIGN FOCUS
LANDSCAPE ARCHITECTURE & CONSTRUCTION

REGISTERED LANDSCAPE ARCHITECT
REBECCA J. DYER
No. 3763
10/31/2022
STATE OF CALIFORNIA

REVISED: 7/29/2022
DESIGN BY: RJD
DRAWN BY: KH/GM/JO
SCALE: 1"=20'-0"

L1.1

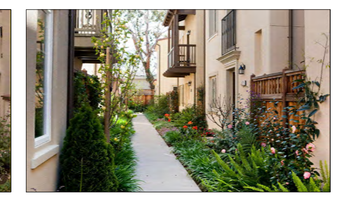




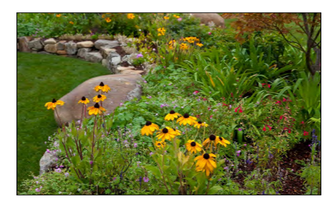
OFF-SITE TREES					
NAME	COUNT	SIZE	WUCOLS	TYPE	NOTES
PLATANUS X ACERIFOLIA	3	24"	M	DECIDUOUS	
QUERCUS AGRIFOLIA	16	24"	VL	EVERGREEN	
QUERCUS LOBATA	6	24"	VL	DECIDUOUS	

WONDERSCAPES RECREATION PRDUCTS
BIG TOYS

TYPICAL PEDESTRIAN PATH

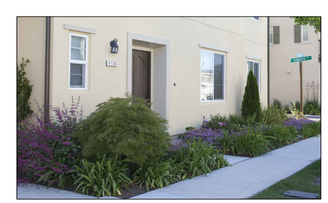


TYPICAL PEDESTRIAN PATH

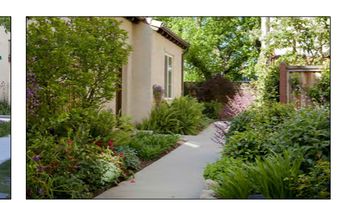


TYPICAL PARK/COMMON SPACE PLANTING

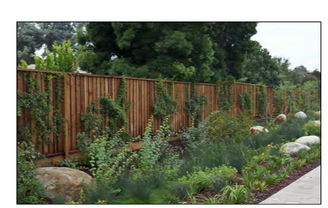
TYPICAL PARK STRIP PLANTING



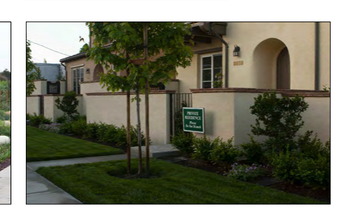
TYPICAL FRONT YARD PLANTING



TYPICAL FRONT YARD PLANTING



WOOD FENCE - 6' TALL



LOW STUCCO WALL

38370 CEDAR BLVD
CITY OF NEWARK
ALAMEDA COUNTY

LANDSCAPE PLAN

DESIGN

PO BOX 485
BEN LOMOND, CA 95005
(831) 336-3100

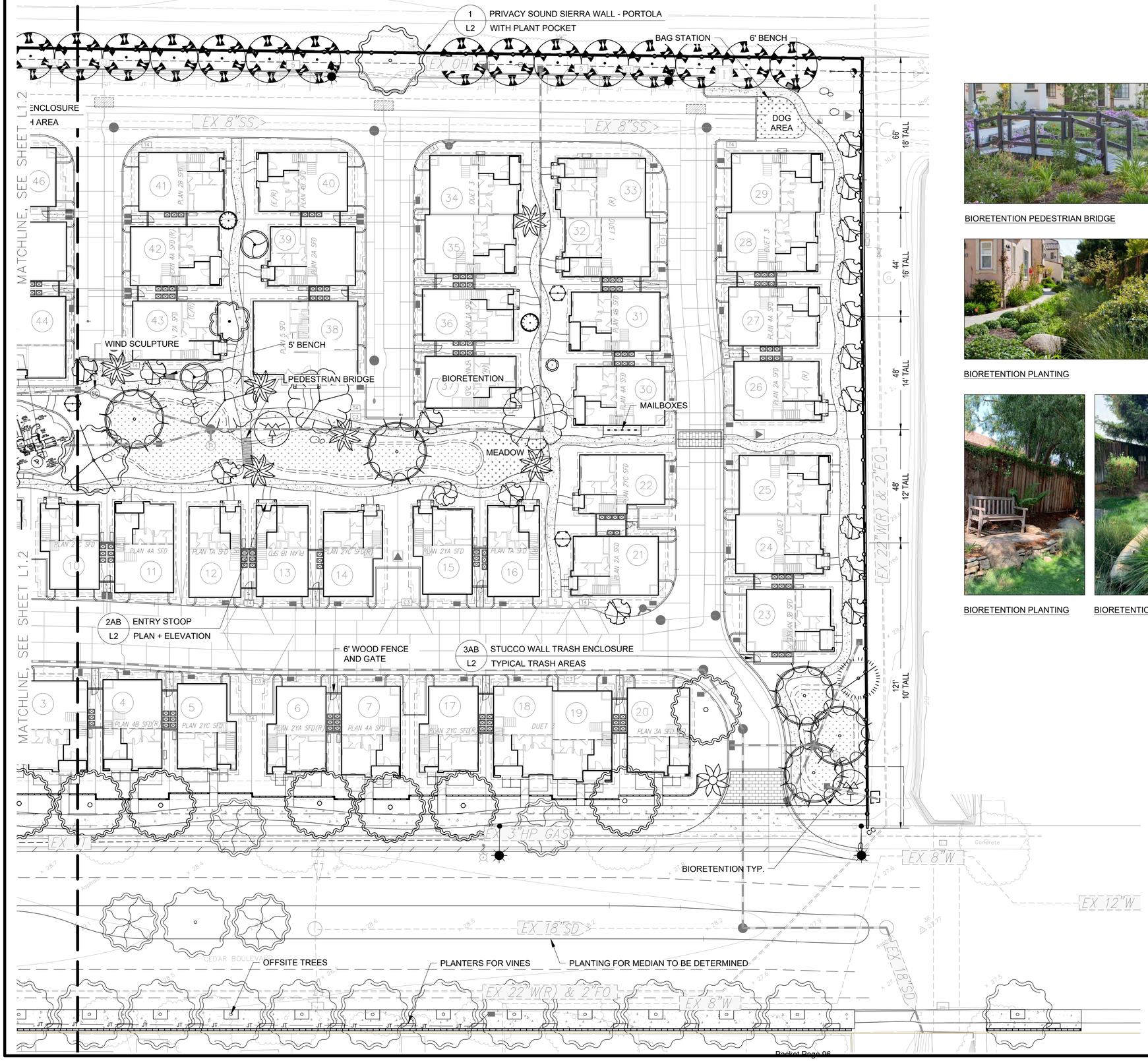
FOCUS

DESIGN FOCUS
LANDSCAPE ARCHITECTURE & CONSTRUCTION

REGISTERED LANDSCAPE ARCHITECT
REBECCA J. DYER
No. 3763
10/31/2022
STATE OF CALIFORNIA

REVISED: 7/29/2022
DESIGN BY: RJD
DRAWN BY: KH/GM/JO
SCALE: 1"=20'-0"

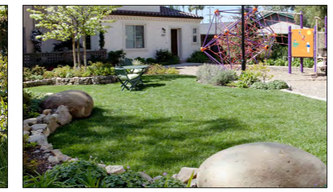
L1.2



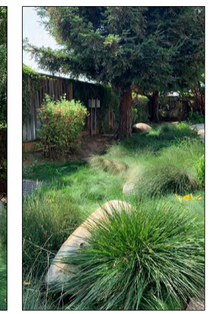
BIORETENTION PEDESTRIAN BRIDGE

BIORETENTION PLANTING

BIORETENTION PLANTING


OPEN SPACE

BIORETENTION PLANTING


BIORETENTION PLANTING

WIND SCULPTURE

LEGEND		
SITE ELEMENTS		
	BENCH	6' TBD
	BENCH	5' TBD
SC	SCULPTURE	
	STEPPING STONE	TBD
	TRASH BIN	TBD
WALLS AND FENCES		
	FENCE	6' WOOD FENCE
	FENCE	4' TALL - DOG AREA
	GATE	WOOD
	WALL	MASONRY WALL HEIGHT VARIES
	WALL	LOW STUCCO WALL
MATERIALS		
	BIORETENTION AREA	
	MEADOW	
	PLAY AREA SURFACE	PLAY AREA FIBER WITH CONCRETE BORDER

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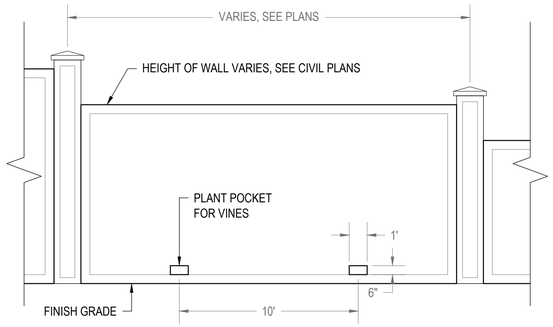
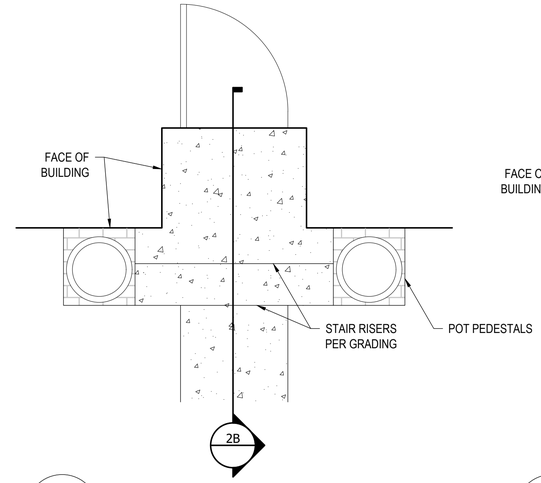
L1.3



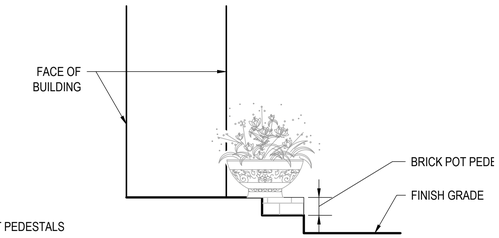
1 PRIVACY SOUND SIERRA PRE-CAST WALL - PORTOLA
WITH PLANT POCKET

SCALE: 1/4"=1'-0"



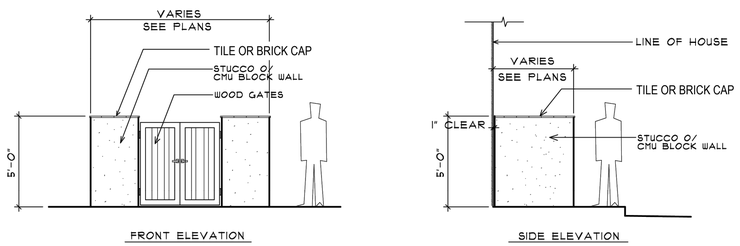
2A ENTRY STOOP
PLAN

SCALE: 1/2"=1'-0"



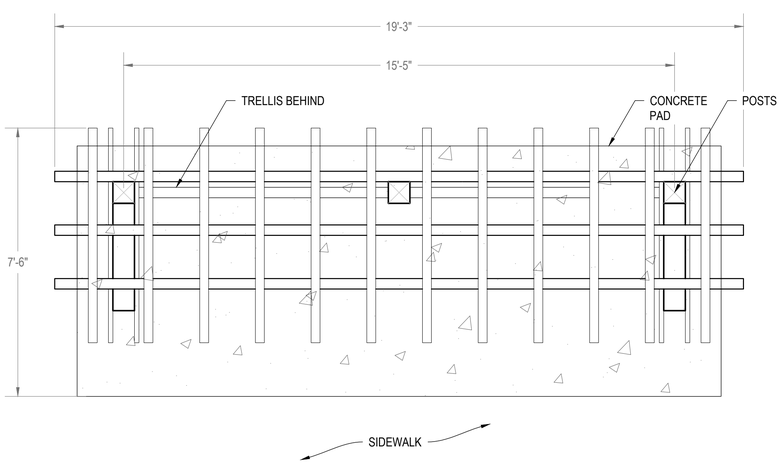
2B ENTRY STOOP
ELEVATION

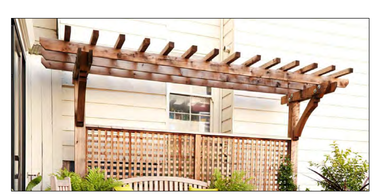
SCALE: 1/2"=1'-0"



3A STUCCO WALL TRASH ENCLOSURE
SINGLE TRASH AREA

SCALE: 1/4"=1'-0"





BUS SHELTER CONCEPT PHOTO
FURTHER REFINEMENT IS REQUIRED FOR FINAL DESIGN

4 BUS SHELTER
CONCEPT

SCALE: 1/2"=1'-0"

5 LOW WALL
ALONG CEDAR BLVD.

SCALE: 1/2"=1'-0"

38370 CEDAR BLVD
CITY OF NEWARK
ALAMEDA COUNTY

LANDSCAPE
DETAILS

DESIGN

PO BOX 485
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LANDSCAPE ARCHITECTURE
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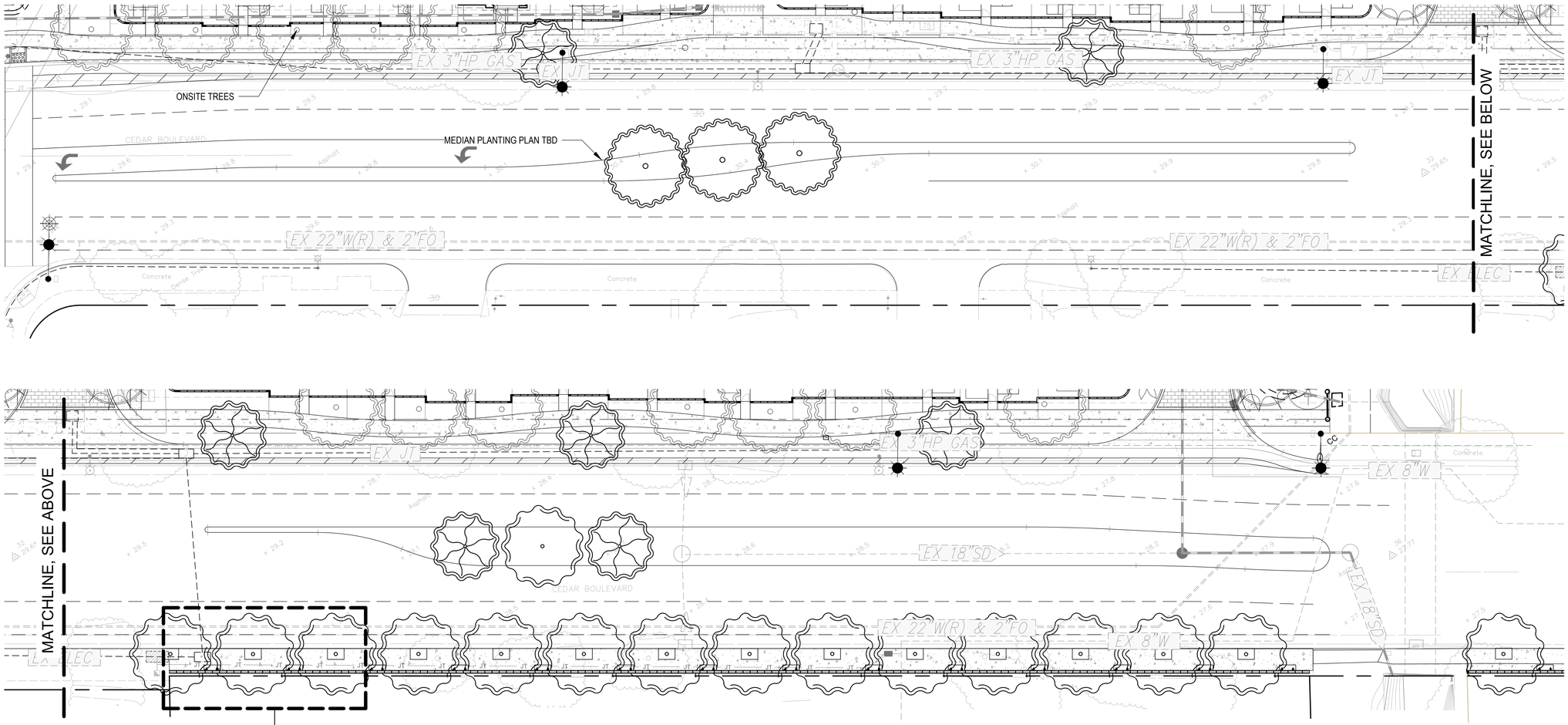
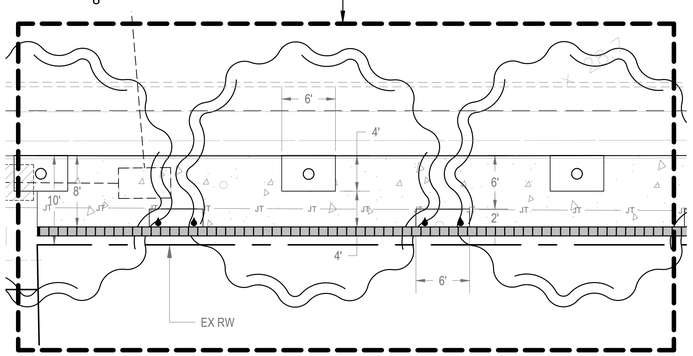
REGISTERED LANDSCAPE ARCHITECT
REBECCA J. DIFFEE
No. 3763
10/31/2022
STATE OF CALIFORNIA

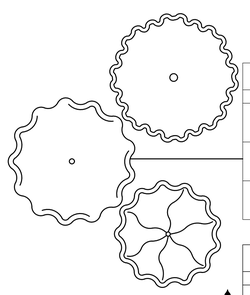
REVISED: 1/27/2023
DESIGN BY: RJD
DRAWN BY: KH/GM/JO
SCALE: AS NOTED

L2



PLANTING ENLARGEMENT
SCALE $\frac{1}{8}$"=1'-0"





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NAME	COUNT	SIZE	WUCOLS	TYPE	NOTES
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QUERCUS AGRIFOLIA	16	24"	VL	EVERGREEN	
QUERCUS LOBATA	6	24"	VL	DECIDUOUS	

OFFSITE PLANTING				
NAME	COUNT	SIZE	WUCOLS	NOTES
FICUS PUMILA	30	5G	M	REMOVE FROM STAKE & OUT TO GROUND, LOW WATER ONCE ESTABLISHED

38370 CEDAR BLVD
CITY OF NEWARK
ALAMEDA COUNTY

CEDAR BLVD
OFFSITE PLAN

DESIGN

PO BOX 485
BEN LOMOND, CA 95005
(831) 336-3100

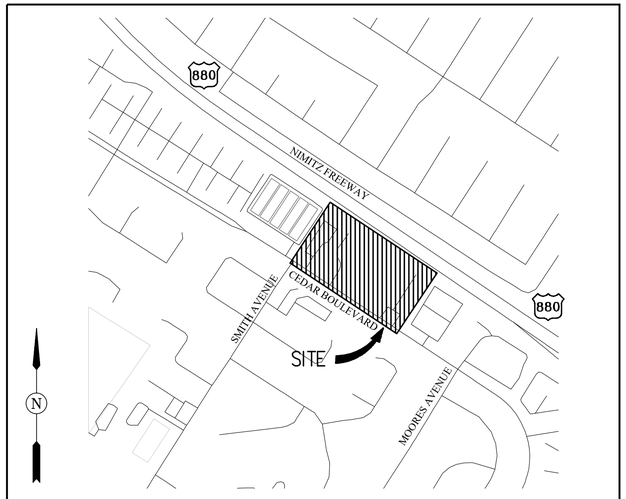
FOCUS

DESIGN FOCUS
LANDSCAPE ARCHITECTURE
& CONSTRUCTION

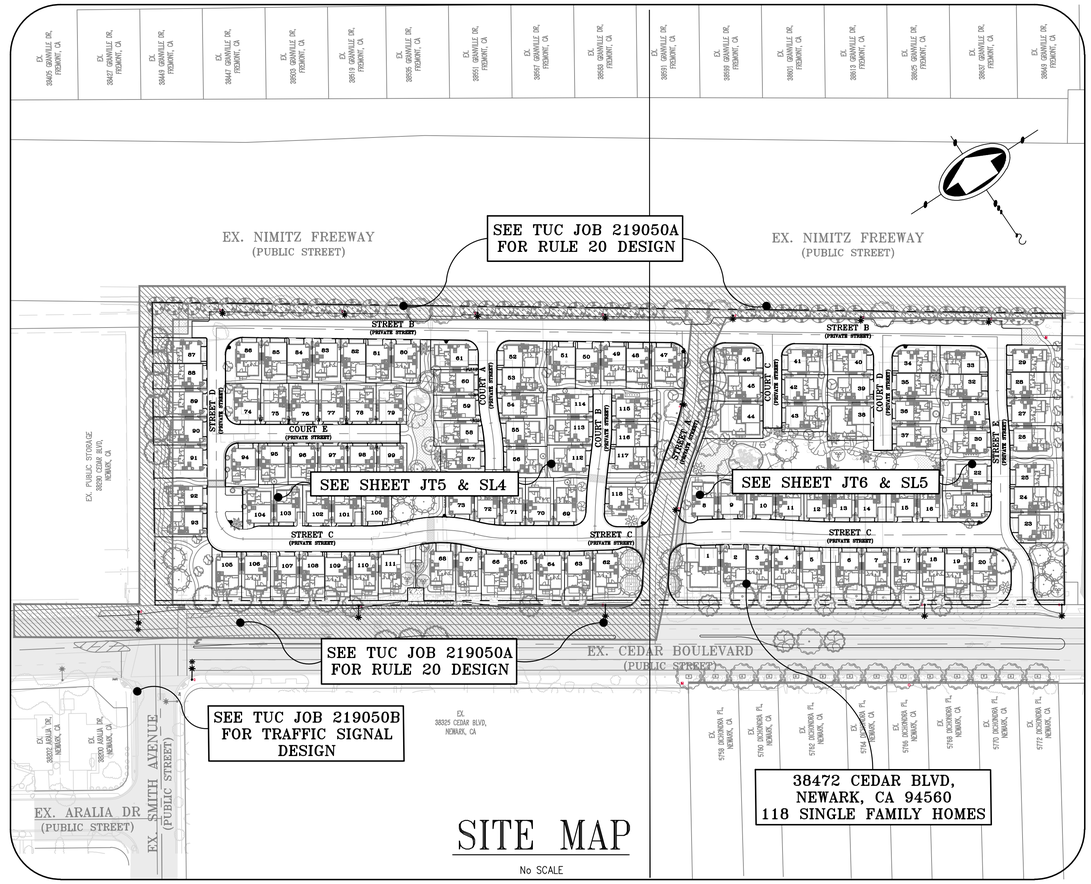
REVISED: 7/29/2022
DESIGN BY: RJD
DRAWN BY: KH/GM/JO
SCALE: 1"=20'-0"

L3

ROBSON HOMES
CEDAR BOULEVARD HOMES
NEWARK, CALIFORNIA



VICINITY MAP
NOT TO SCALE



SITE MAP
No SCALE

LEGEND

JT	PROPOSED JOINT TRENCH
SVC	PROPOSED JOINT TRENCH SERVICE
GAS	PROPOSED GAS
EX GAS	EXISTING GAS
EX FO	EXISTING FIBER OPTIC
ECUG	EXISTING UNDERGROUND CATV LINES
EEUG	EXISTING UNDERGROUND ELECTRIC LINES
EUUG	EXISTING UNDERGROUND UTILITY LINES
EUOH	EXISTING OVERHEAD UTILITY LINES
	DESIGNATES UTILITY LINES TO BE REMOVED
	EXISTING PRIMARY SPLICE BOX
	EXISTING SECONDARY SPLICE BOX
	PG&E 1ø, PAD MOUNT TRANSFORMER PAD SIZE–50" x 52"
	JOINT/UTILITY POLE
	EXISTING JOINT/UTILITY POLE
	EXISTING ELECTROLIER, SINGLE ARM
	ELECTROLIER, SINGLE ARM
	PEDESTRIAN ELECTROLIER, POST TOP W/ARM
	METER SERVICE PEDESTAL
I	IRRIGATION CONTROLLER (BY OTHERS)
	PROPOSED PG&E PAD MOUNT TRANSFORMER, 50"x52" CONCRETE PAD SIZE.
5	PROPOSED PG&E BOX, 3'x5'x3'6"
2E	PG&E SERVICE BOX, 17" x 30" x 26"
3	PG&E SERVICE BOX, 24" x 36" x 18"
3E	PG&E SERVICE BOX, 24" x 36" x 26"
T4	TELEPHONE SERVICE BOX, 30" x 48" x 32"
C3	(B48) CATV SPLICE BOX, 48" x 30" x 12"
C	(B36) CATV SPLICE BOX, 17" x 30" x 12"

SHEET INDEX

SHEET NO.	DESCRIPTION
JT1	JOINT TRENCH COMPOSITE TITLE SHEET
JT2	JOINT TRENCH GENERAL NOTES AND DETAILS
JT3	JOINT TRENCH DETAILS
JT4	JOINT TRENCH SECTIONS AND DETAILS
JT5 - JT6	JOINT TRENCH COMPOSITE PLANS
SL1 - SL3	STREET LIGHTING GENERAL NOTES AND DETAILS
SL4 - SL5	STREET LIGHTING SITE PLANS

6,942 L.F. OF JOINT TRENCH AND 4 RELOCATED PUBLIC STREET LIGHTS (1) PROPOSED PUBLIC SINGLE ARM STREET LIGHT AND 9 PRIVATE POST TOP LIGHTS SHALL BE INSTALLED WITH THIS JOINT TRENCH PLAN SET

118 NEW SERVICE COMPLETIONS (ELECTRIC, TELEPHONE AND CATV FOR 118 SINGLE DWELLING UNITS).

1 NEW SERVICE COMPLETION (METERED SERVICE PEDESTAL FOR PRIVATE STREET LIGHT).

1 NEW SERVICE COMPLETION (METERED SERVICE PEDESTAL FOR IRRIGATION CONTROLLER).

1 NEW SERVICE COMPLETION (METERED SERVICE PEDESTAL FOR IRRIGATION CONTROLLER AND PRIVATE STREET LIGHTS).

TARRAR UTILITY REP.:	KHALID TARRAR	JOB NO.	219050	PHONE NO.	(925) 240-2595
DEVELOPER:	DOMINIC BOITANO	JOB NO.	219050	PHONE NO.	(405) 423-7149
PG&E ELECTRIC COORDINATOR:	ANNIE TRAN	JOB NO.	PM#35223356	PHONE NO.	(925) 373-2605
PG&E GAS COORDINATOR:	-	JOB NO.	-	PHONE NO.	-
TELEPHONE REP.:	DANIEL LAGUNA	JOB NO.	-	PHONE NO.	(408) 635-8829
CABLE T.V. REP.:	TORYALIE KHALIKI	JOB NO.	-	PHONE NO.	(408) 206-2802

FILES STATUS

DESCRIPTION:	BY:	DATE:	STATUS:
CIVIL PLANS (ELECTRONIC FILE)	RUGGERI-JENSEN-AZAR	07-25-2022	R
ARCHITECTURAL PLANS (ELECTRONIC FILE)	ROBSON HOMES	07-25-2022	R
LANDSCAPE PLANS (ELECTRONIC FILE)	DESIGN FOCUS	07-27-2022	R
GAS DESIGN	TARRAR UTILITY CONSULTANTS	-	-
ELECTRIC DESIGN	TARRAR UTILITY CONSULTANTS	06-08-2022	F
TELEPHONE INTENT REPLY	AT&T	03-10-2022	R
CATV INTENT REPLY	COMCAST	04-07-2022	R
STREET LIGHT PLANS – PUBLIC	TARRAR UTILITY CONSULTANTS	04-14-2022	SS
STREET LIGHT PLANS – PRIVATE	TARRAR UTILITY CONSULTANTS	04-14-2022	SS
SOILS REPORT	XXXX	XX-XX-XXXX	XXXX

A = APPROVED • **ANS** = APPROVED NOT SIGNED • **NA** = NOT APPROVED • **F** = FIRST SUBMITTAL • **SS** = SECOND SUBMITTAL • **R** = RECEIVED

TARRAR UTILITY CONSULTANTS
APPROVED FOR SUBMITTAL
HAIDER KAMMOONAH
QUALIFIED APPLICANT DESIGN ENGINEER

COMPOSITE DRAWING BY DEVELOPER

Estimate # _____

Approved _____ Gas ADE _____ Date

Approved _____ Electric ADE _____ Date

PG & E is not responsible for the accuracy of the specifications shown on this drawing.

DEVELOPER
PLEASE NOTE AND SIGN

ALL PG&E ENCLOSURES AND BOXES HAVE BEEN SET TO GRADE ACCORDING TO GRADE STAKES PROVIDED BY DEVELOPERS ENGINEER. ALL COSTS TO RELOCATE OR READJUST BOXES AT A LATER DATE WILL BE BILLED TO THE DEVELOPER. PLEASE HAVE YOUR JOB SUPT. VERIFY THE CORRECT GRADE OF ALL ENCLOSURES AND BOXES, AND SIGN AND DATE DRAWING. THANK YOU

SIGNED _____ DATE _____

COMPOSITE DRAWING BY DEVELOPER

Approved _____ Telephone representative _____ Date

Approved _____ CATV representative _____ Date

813 First Street
Brentwood, CA 94513
(925) 240-2595
(925) 240-7013 fax
www.tarrar.com

TARRAR UTILITY CONSULTANTS

• Planning • Design • Estimating • Joint Trench • Street Lighting • Fiber Optic
• T-24 • PG&E Gas Design • PG&E Elec Design • M.E.P. Design • Cost Analysis • Due Diligence

JOINT TRENCH COMPOSITE TITLE SHEET
ROBSON HOMES
CEDAR BOULEVARD HOMES–ON SITE
NEWARK, CALIFORNIA

NO.	REVISIONS	BY	DATE
1	Planned Development Permit	TD	4/10/2022

DATE: OCTOBER 2020 | DATE LAST WORKED ON: 7/29/2022
SCALE: NOT TO SCALE | DRAWN: TD | CHECKED: ML
JOB NO.: 219050

811 CALL BEFORE YOU DIG UNDERGROUND SERVICE ALERT

REGISTERED PROFESSIONAL ENGINEER ABDULLAH ZAZAI C 59346 CIVIL STATE OF CALIFORNIA

SHEET JT1 OF JT6 SHEETS

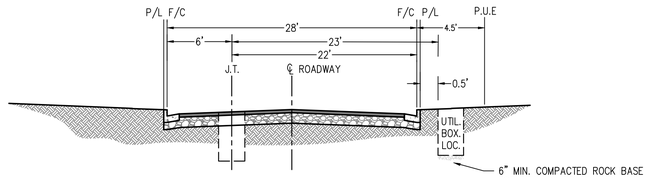
PROJECT NOTES:

1. FIELD ADJUST SERVICES TO MINIMIZE INTERFERENCE WITH EXISTING FACILITIES (TYPICAL).
2. CONTRACTOR SHALL PERFORM ALL TRENCHING, EXCAVATING, BACKFILLING AND OTHER WORK AS SHOWN OR NOTED ON PLANS, AND AS SPECIFIED ON UTILITY BID DOCUMENTS.
3. FIELD ADJUST SPLICE BOXES TO KEEP CLEAR OF SIDEWALK, DRIVEWAYS AND EXISTING FACILITIES (TYPICAL).
4. A 3 FOOT LEVEL WORKING AREA MUST BE MAINTAINED AROUND ALL ELECTRIC ENCLOSURES. PRIOR TO ENERGIZING THE SYSTEM, THE ELECTRIC UTILITY COMPANY INSPECTOR WILL DETERMINE IF RETAINING WALLS ARE REQUIRED TO MEET MINIMUM CLEARANCE BETWEEN ENCLOSURES AND THE TOPS OR TOES OF SLOPES. IF RETAINING WALLS ARE REQUIRED, THE DEVELOPER AND/OR CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS FROM THE CITY/COUNTY BUILDING DEPARTMENT PRIOR TO WALL CONSTRUCTION.
5. TRANSITION TO VAULTS FROM TRENCH NOT SHOWN, SEE TRANSITION DETAIL SHEET JT3 (TYPICAL).
6. CONTRACTOR SHALL PLACE ALL UTILITY SPLICE BOXES, ENCLOSURES & CONDUIT IN PROPER RELATIONSHIP TO FINAL GRADE (SHOWN SCHEMATICALLY).
7. ALL PG&E, TELEPHONE, CABLE T.V. AND FIBER OPTIC BOXES AND JOINT TRENCH FACILITIES ARE TO MAINTAIN A MINIMUM OF 3' SEPARATION FROM SEWER, WATER LATERALS AND DRIVEWAYS.
8. CONTRACTOR SHALL COORDINATE ALL CONNECTIONS BETWEEN PROPOSED AND EXISTING FACILITIES AS DIRECTED BY THE RESPECTIVE UTILITY COMPANY INSPECTOR. UTILITY COMPANY PERSONNEL SHALL MAKE ALL "HOT TIE-INS"; THE CONTRACTOR IS PROHIBITED FROM WORKING IN ANY ENERGIZED FACILITIES.
9. THE CONTRACTOR SHALL OBTAIN THE APPROPRIATE STREET EXCAVATION AND ENCROACHMENT PERMIT(S) FROM THE CITY/COUNTY PRIOR TO STARTING WORK IN THE PUBLIC STREET AREA.
10. FIELD LOCATE JOINT TRENCH FACILITIES TO KEEP CLEAR OF SERVICE LATERALS. SERVICE LATERALS TO BE ROUTED TO AVOID SPLICE BOX (ADDITIONAL P.U.E MAY BE REQUIRED).
11. RESPECTIVE UTILITY COMPANY TO OBTAIN CITY APPROVAL OF ALL ABOVE GROUND EQUIPMENT.
12. UNLESS OTHERWISE SHOWN ON THE PLANS, NATURAL BENDS SHALL BE USED FOR ALL CONDUIT EXCEPT STREET LIGHT CONDUIT.
13. INCIDENTAL TRENCHING TO SPLICE BOXES NOT SHOWN (TYPICAL). CONTRACTOR TO PROVIDE ADDITIONAL TRENCHING AS REQUIRED FOR CONDUIT ROUTING TO SPLICE BOXES AND CABINETS (TYPICAL).
14. ALL CONDUITS SHALL ENTER OR EXIT PERPENDICULAR TO BOX WALLS.
15. ALL CONDUITS MUST BE MANDREL TESTED AND APPROVED.
16. OFFSET SPLICE BOXES TO ROUTE TELEPHONE/FIBER OPTIC CONDUIT AS NEEDED (TYPICAL).
17. PULL ROPES SHALL BE PLACED IN ALL EMPTY CONDUITS AS REQUIRED BY EACH UTILITY COMPANY.
18. ALL PG&E SPLICE BOXES ADJACENT TO TRANSFORMER SHALL BE 26" IN DEPTH (TYPICAL).
19. ALL CONDUITS NOT ENTERING SPLICE BOXES OR ENCLOSURES SHALL BE CAPPED.
20. COORDINATE TIE-IN WITH UTILITY COMPANY AS REQUIRED.
21. THE STREET LIGHT SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE "MATERIAL AND LABOR RECAP" AND LIGHT SCHEDULE AS SHOWN ON THESE PLANS.
22. ALL EXISTING DUCTS TO BE USED IN THESE PLANS SHALL BE "VERIFIED" BY PULLING A MANDREL THROUGH THE ENTIRE EXISTING LENGTH PRIOR TO CONNECTION.
23. EDGE OF SPLICE BOXES & PEDESTALS SHALL BE 5' FROM EDGE OF FIRE HYDRANT AND 3' FROM STREET LIGHT (TYPICAL). CONTRACTOR TO AVOID DISTURBING FIRE HYDRANT THRUST BLOCK.
24. ALL UTILITY SUBSTRUCTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE "MATERIAL AND LABOR RECAP" SHOWN ON THESE PLANS
25. MAINTAIN 3' CLEARANCE AND LEVEL AREA AROUND PRIMARY SPLICE BOXES & XFMRS.
26. DUE TO UNCERTAINTIES OF THE EXACT LOCATION OF EXISTING FACILITIES, FIELD LOCATION OF PROPOSED FACILITIES MAY BE REQUIRED. CONFIRM WITH VARIOUS UTILITIES FOR EXACT PLACEMENT.
27. FOR CLARITY – BOXES/PEDESTALS ARE SHOWN AT LARGER SIZE THAN ACTUAL. FIELD ADJUST TO KEEP CLEAR OF DRIVEWAYS (TYPICAL).
28. ALL SERVICE FACILITIES SHALL BE EXTENDED TO EITHER THE PROPERTY LINE OR TO POSITION SHOWN ON THE PLANS, AND THEN CAPPED, BURIED AND LOCATION STAKED.
29. THESE PLANS WERE PREPARED UTILIZING PLANS RECEIVED FROM RUGGERI-JENSEN-AZAR (925) 227-9100.

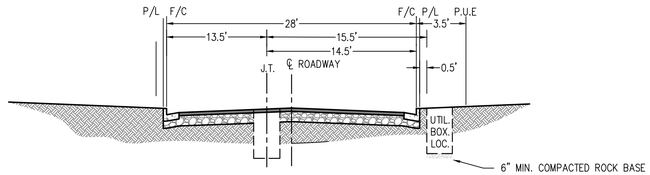
ABBREVIATION LIST

B/C	BACK OF CURB	H.P.S.	HIGH PRESSURE SODIUM	RT	RETAINING WALL
B/W	BACK OF WALK	IRR.	IRRIGATION CONTROLLER	R/W	RIGHT OF WAY
BTU	BRITISH TERM UNITS	J.T.	JOINT TRENCH	SCH.	SCHEDULE
CB	CATCH BASIN	KV	KILO-VOLTS	SD	STORM DRAIN
℄	CENTERLINE	LE	LANDSCAPE EASEMENT	SHT.	SHEET
CAT.	CATALOG	LF	LINEAR FOOT/FEET	S/W	SIDE WALK
C OR CATV	CABLE TELEVISION	MH	MANHOLE	SS	SANITARY SEWER
CFH	CUBIC FEET PER HOUR	MIN.	MINIMUM	SSE	SANITARY SEWER EASEMENT
C.I.P.	CAPITOL IMPROVEMENT PROJECT	MPOE	MINIMUM POINT OF ENTRY	ST. LT.-S/L	STREET LIGHT
CL	CENTER LINE	N.T.S.	NOT TO SCALE	SUBD'V	SUBDIVISION
CU	COPPER	O.D.	OUTER DIAMETER	Sqft.	SQUARE FOOTAGE
E	ELECTRIC	O.H.	OVER HEAD	T	TELEPHONE
EP	EDGE OF PAVEMENT	PIEUE	PRIVATE INGRESS, EGRESS, AND UTILITY EASEMENT	TUC	TARRAR UTILITY CONSULTANTS
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT	ℙ	PROPERTY LINE	TYP.	TYPICAL
EX.	EXISTING	P.S.	POWER SUPPLY	T/S	TRAFFIC SIGNAL
F/C	FACE OF CURB	PROJ.	PROJECT	U.G.	UNDERGROUND
FH	FIRE HYDRANT	PSDE	PRIVATE STORM DRAIN EASEMENT	U.O.N.	UNLESS OTHERWISE NOTED
FUT.	FUTURE	PSE	PUBLIC SERVICE EASEMENT	V	VOLT
F.O.	FIBER OPTIC	PVAW	PRIVATE VEHICLE ACCESS WAY	W	WATT
G	GAS	P.V.C.	POLY VINYL CHLORIDE	WT	WATER
GALV.	GALVANIZE	PwIE	PUBLIC WATER LINE EASEMENT	W/	WITH
G.E.	GENERAL ELECTRIC	PWR	POWER	W/O	WITHOUT
GRD.	GROUND	PUE	PUBLIC UTILITY EASEMENT	WLE	WATER LINE EASEMENT
H.O.A.	HOME OWNERS ASSOCIATION			XFMR	TRANSFORMER

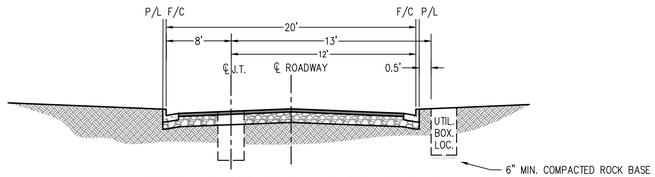
JOINT TRENCH AND UTILITY BOX LOCATION



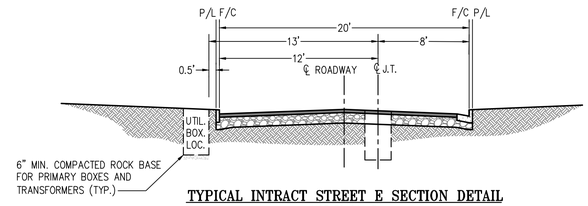
TYPICAL INTRACT STREET B SECTION DETAIL
NOT TO SCALE



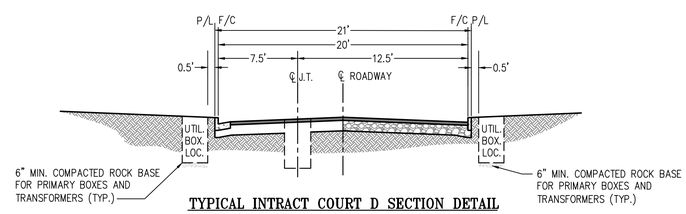
TYPICAL INTRACT STREET C SECTION DETAIL
NOT TO SCALE



TYPICAL INTRACT STREET D SECTION DETAIL
NOT TO SCALE

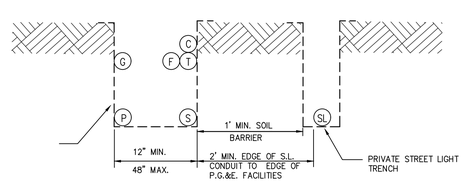


TYPICAL INTRACT STREET E SECTION DETAIL
NOT TO SCALE



TYPICAL INTRACT COURT D SECTION DETAIL
NOT TO SCALE

PRIVATE STREET LIGHT TRENCH LOCATION ADJACENT TO JOINT TRENCH



PRIVATE STREET LIGHT TRENCH LOCATION ADJACENT TO JOINT TRENCH
NOT TO SCALE

GENERAL NOTES:

1. ALL JOINT TRENCH CONSTRUCTION WORK SHALL BE IN ACCORDANCE WITH PG&E UTILITY OPERATIONS UO STANDARD S5453.
2. ALL WORK SHALL BE SUBJECT TO THE INSPECTION AND SATISFACTION OF ALL PARTICIPATING UTILITIES AND CITY INSPECTORS.
3. BACKFILL SELECTION SHALL BE SUBJECT TO THE APPROVAL OF THE RESPECTIVE UTILITY COMPANIES, THE SOILS ENGINEER AND THE CITY AND/OR COUNTY WHERE THE PROJECT IS LOCATED. CONSULT PARTICIPATING UTILITIES, SOILS ENGINEER, AND THE CITY FOR APPROVED BACKFILL MATERIAL. COMPACTION TO MEET LOCAL AGENCIES REQUIREMENTS.
4. THE BOTTOM OF THE TRENCH SHALL BE CLEARED OF ROCKS AND OTHER HARD SURFACES. DISTRIBUTION TRENCHES WITHOUT TELEPHONE CONDUIT DO NOT REQUIRE BEDDING MATERIAL. SERVICE TRENCHES WITHOUT TELEPHONE CONDUIT REQUIRE 2" SAND BEDDING AS A PAD ON WHICH UTILITY FACILITIES CAN REST. SERVICE TRENCHES CONTAINING TELEPHONE CONDUIT ONLY REQUIRE A 1" SAND BEDDING. ALL OTHER TRENCHES CONTAINING TELEPHONE CONDUIT REQUIRE A 3" SAND BEDDING. REFER TO PG&E GREEN BOOK PUBLICATION S5453, EXHIBIT B AND AT&T SPEC95 "AT&T SPECIFICATIONS" TRENCHING AND CONDUIT GUIDE FOR FURTHER INFORMATION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE PAVEMENT AND/OR SIDEWALK WHERE REMOVED OR DAMAGED AS A RESULT OF ITS OPERATION (UNLESS OTHERWISE NOTED). REPLACEMENT OF PAVEMENT AND/OR SIDEWALK TO BE PER CITY SPECIFICATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND NOTIFY ALL PARTICIPATING UTILITY INSTALLATIONS.
7. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT FIRST NOTIFYING TARRAR UTILITY CONSULTANTS.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXISTENCE AND/OR PRECISE LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO THE START OF CONSTRUCTION. TARRAR UTILITY CONSULTANTS MAKES NO WARRANTY WHATSOEVER THAT THE EXISTING UNDERGROUND UTILITIES AND/OR STRUCTURES DEPICTED ON THE PLANS HAVE BEEN ACCURATELY LOCATED OR THAT THERE ARE NO OTHER UNDERGROUND UTILITIES AND STRUCTURES IN ADDITION TO WHAT HAS BEEN SHOWN. CALL U.S.A. A MINIMUM OF 48 HOURS PRIOR TO STARTING CONSTRUCTION. FOR CALIFORNIA NORTH, (KERN COUNTY AND NORTHERLY, AND NEVADA) CALL (800)227-2600. FOR CALIFORNIA SOUTH, (SAN BERNARDINO COUNTY AND SOUTHERLY) CALL (800)422-4133.
9. CONTRACTOR SHALL COMPLY WITH ALL STATE, COUNTY AND CITY LAWS AND ORDINANCES AND WITH THE REGULATIONS OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, O.S.H.A. AND ANY OTHER GOVERNMENTAL AGENCY RELATING TO THE SAFETY AND CHARACTER OF WORK, EQUIPMENT AND LABOR PERSONNEL.
10. THE DRAWINGS AND SPECIFICATIONS SHALL BE CONSIDERED TO BE COMPLEMENTARY TO EACH OTHER. ANYTHING SHOWN ON THE DRAWINGS AND NOT MENTIONED IN THE SPECIFICATIONS, OR MENTIONED IN THE SPECIFICATIONS AND NOT SHOWN ON THE DRAWINGS, SHALL BE OF LIKE EFFECT AS IF SHOWN ON OR MENTIONED IN BOTH. IF DISCREPANCY IS FOUND, NOTIFY TARRAR UTILITY CONSULTANTS PRIOR TO STARTING WORK.
11. TRENCH AND CONDUIT LAYOUTS ARE SHOWN SCHEMATICALLY.
12. TRENCHING OR SUBSTRUCTURE EXCAVATION MAY NECESSITATE OPERATION OVER, UNDER, OR ADJACENT TO OTHER UNDERGROUND UTILITIES (STORM, SEWER, WATER, ETC...). THE CONTRACTOR IS RESPONSIBLE TO LOCATE, PROSPECT, EXPOSE AND PROTECT ALL ADJACENT OR CROSSING UNDERGROUND UTILITIES. THIS WORK TO PROTECT THOSE UTILITIES IS NOT CONSIDERED AS EXTRA WORK. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW IMPROVEMENT PLANS, IN CONJUNCTION WITH THIS PLAN, AND BID THE WORK ACCORDINGLY.
13. THE QUANTITIES SHOWN ON THESE PLANS ARE ONLY ESTIMATES OF WHAT WILL ACTUALLY BE REQUIRED FOR THE CONSTRUCTION OF THE OVERALL PROJECT. FINAL QUANTITIES MAY VARY ACCORDING TO CHANGES, ADDITIONS, DELETIONS OR OMISSIONS ON THE ORIGINAL PLAN.
14. VERIFY ALL SUBSTRUCTURE EXCAVATION DIMENSIONS WITH SUPPLIER(S) BEFORE BIDDING.
15. TARRAR UTILITY CONSULTANTS ASSUMES NO RESPONSIBILITY FOR ANY VARIANCE BETWEEN THESE PLANS AND THE ACTUAL FIELD CONDITIONS. THE CONTRACTOR SHOULD REVIEW THE PROJECT SITE PRIOR TO SUBMITTING ITS BID.
16. THE CONTRACTOR IS REQUIRED TO EXCAVATE BELL HOLE(S) AT TIE-IN LOCATIONS AS DIRECTED BY PARTICIPATING UTILITY.
17. CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH O.S.H.A. INDUSTRIAL ORDERS AND SHALL CONDUCT HIS WORK ACCORDINGLY. WHEN WORKING ENERGIZED EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAN POWER AND SAFETY PRECAUTIONS AS NEEDED. THE CONTRACTOR IS RESPONSIBLE FOR PUBLIC SAFETY AND TRAFFIC CONTROL MEASURES.
18. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE AS-BUILT DRAWINGS AFTER INSTALLATION OF PG&E'S GAS AND ELECTRIC SYSTEMS (PRIOR TO "HOT TIE-INS").
19. THE CITY INSPECTOR SHALL BE NOTIFIED TWO WORKING DAYS PRIOR TO COMMENCEMENT OF WORK. COORDINATE WITH THE INSPECTOR ANY SERVICES TO BE ABANDONED.
20. THE CONTRACTOR IS TO VERIFY THE RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.
21. PG&E'S GENERAL TERM AND CONDITIONS FOR GAS AND ELECTRIC EXTENSION AND SERVICE CONSTRUCTION BY "APPLICANT" (EFFECTIVE 07/1/95) TO BE UTILIZED FOR ALL TRENCHING, BACKFILLING, AND INSTALLATION WORK.
22. IN THE EVENT OF DISPUTES OR DISAGREEMENT OVER ANY INSTALLATIONS, DESIGNS, PLANS OR DRAWINGS, THE SPECIFICATIONS AND REQUIREMENTS OF THE INDIVIDUAL UTILITY COMPANIES AND THEIR INSPECTORS SHALL TAKE PRECEDENCE. IN CASE OF DISCREPANCIES WITHIN THE DRAWINGS AND SPECIFICATIONS HEREIN, THE CONTRACTOR SHALL CONSULT TARRAR UTILITY CONSULTANTS FOR INTERPRETATION BEFORE WORK IS STARTED.
23. TARRAR UTILITY CONSULTANTS HEREIN, ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE QUALITY, QUANTITY OR TIMING OF WORK TO BE PERFORMED BY THE CONTRACTOR, UTILITY COMPANY CONSTRUCTION CREWS, OR OTHER SUB-CONTRACTOR OF DEVELOPER.
24. ALL TRENCHING, BACKFILLING AND INSTALLATION WORK IS TO BE IN ACCORDANCE WITH THE STANDARD PRACTICES AND SPECIFICATIONS OF EACH UTILITY COMPANY PARTICIPATING IN THE UTILITY TRENCHES WITHIN THE PROJECT.
25. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POINTS OF ACCESS THAT ARE AGREEABLE TO ADJACENT LAND USES AND TENANTS AT ALL TIMES.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASCERTAINING WHAT INSPECTIONS WILL BE REQUIRED FOR APPROVAL OF THE WORK AND FOR COORDINATING ALL SUCH INSPECTIONS. THE CONTRACTOR SHALL GIVE AT LEAST 48 HOURS PRIOR NOTICE TO THE CITY, SOILS ENGINEER, UTILITY COMPANIES OR ANY OTHER INDIVIDUALS OR PUBLIC AGENCIES, THAT THE WORK IS READY FOR INSPECTION.
27. THE CONTRACTOR SHALL NOTIFY DEVELOPER 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKING. THE CONTRACTOR IS RESPONSIBLE FOR THE PRESERVATION OF ALL CONSTRUCTION STAKING SET BY THE DEVELOPER'S SURVEYORS AND WILL BE BACK CHARGED FOR ANY RE-STAKING THAT IS REQUIRED. ANY EXTRA CONSTRUCTION STAKING NECESSITATED SOLELY BY THE CONTRACTOR'S NEGLIGENCE WILL BE CHARGED TO AND PAID FOR BY THE CONTRACTOR.
28. ALL TRANSFORMERS AND TRANSFORMER PADS ARE TO BE INSTALLED PER PG&E SPECIFICATIONS. PROTECTIVE BOLLARDS ARE TO BE PLACED WHERE NEEDED.
29. THE CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE PROJECT IMPROVEMENT PLANS AND CONDUCT HIS WORK ACCORDINGLY.
30. KEEP ALL BOXES AND PEDESTALS WITHIN PUBLIC UTILITY EASEMENTS OR RIGHT OF WAY. AS SHOWN.
31. ALL SAND BACKFILL MUST HAVE TESTING OF PH LEVEL AS WELL AS SAND EQUIVALENT. SEE CITY OF NEWARK REQUIREMENTS.
32. THE PROPOSED CONSTRUCTION OPERATION MAY TAKE PLACE AT OR NEAR FENCE LINES, PROPERTY LINES AND PROPERTY IMPROVEMENTS PRIOR TO CONSTRUCTION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING THESE AREAS AND FOR MAINTAINING THESE AREAS AND FACILITIES AT ALL TIMES DURING THE CONSTRUCTION OPERATION.
33. THE CONTRACTOR ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR THE SITE CONDITION AND SHALL DEFEND AND HOLD THE DEVELOPER AND TARRAR UTILITY CONSULTANTS HARMLESS FROM ANY ALLEGED CLAIMS OR LIABILITIES, EXCEPT THOSE ARISING FROM SOLE NEGLIGENCE OF THE DEVELOPER OR TARRAR UTILITY CONSULTANTS.
34. THE APPROXIMATE LOCATIONS OF ALL EXISTING UTILITY COMPANY UNDERGROUND LINES, POLES BOXES, ETC., WERE OBTAINED FROM A REVIEW OF AVAILABLE UTILITY COMPANY RECORDS, REPRESENTATIONS OF UTILITY COMPANY PERSONAL, OR FIELD OBSERVATIONS. NEITHER THE DEVELOPER NOR TARRAR UTILITY CONSULTANTS ASSUME ANY RESPONSIBILITY FOR VARIANCES BETWEEN THESE PLANS AND THE ACTUAL FIELD CONDITIONS. NO EXTRA PAYMENT WILL BE MADE TO THE CONTRACTOR FOR ANY ADDITIONAL TRENCHING, BOX EXCAVATIONS, MATERIALS, ETC., THAT MAY BE REQUIRED TO COMPLETE THIS PROJECT IN THE EVENT AN EXISTING TIE-IN POINT SUBSTRUCTURE IS EITHER NON-EXISTING OR IS NOT SHOWN ON THE PLANS IN ITS ACTUAL FIELD POSITION. IT IS THE CONTRACTOR'S OBLIGATION AND RESPONSIBILITY TO SAFELY LOCATE ALL EXISTING UNDERGROUND FACILITIES BY SURFACE MARKING AND/OR HAND EXCAVATION PRIOR TO STARTING CONSTRUCTION.
35. "DEVELOPER AND/OR CONTRACTOR IS RESPONSIBLE TO OBTAIN A CITY OF NEWARK ENCROACHMENT PERMIT FOR ALL WORK DONE IN THE PUBLIC RIGHT OF WAY. DEVELOPER AND/OR CONTRACTOR IS ALSO RESPONSIBLE TO PROVIDE JOINT TRENCH PLANS TO THE CITY OF NEWARK AT THE TIME OF APPLICATION FOR THE ENCROACHMENT PERMIT."

813 First Street
Brentwood, CA 94513
(925) 240-2595
(925) 240-7013 fax
www.tarrar.com

TARRAR UTILITY CONSULTANTS

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- Design
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- Joint Trench
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- T-24
- PG&E Gas Design
- PG&E Elec Design
- M.E.P. Design
- Cost Analysis
- Due Diligence

JOINT TRENCH GENERAL NOTES AND DETAILS

ROBSON HOMES
CEDAR BOULEVARD HOMES–ONE SITE
NEWARK, CALIFORNIA

NO.	REVISIONS	BY	DATE
1	Planned Development Permit	TD	4/10/2022

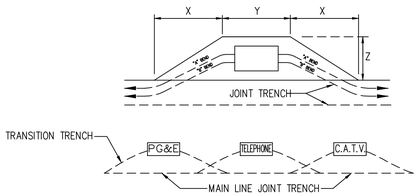
DATE: OCTOBER 2020 | DATE LAST WORKED ON: 7/29/2022
SCALE: NOT TO SCALE | DRAWN: TD | CHECKED: ML
JOB NO.: 219050

811 CALL BEFORE YOU DIG UNDERGROUND SERVICE ALERT

REGISTERED PROFESSIONAL ENGINEER ABDULLAH ZAFAR C-46 CIVIL STATE OF CALIFORNIA

SHEET JT2 OF JT6 SHEETS

JOINT TRENCH TRANSITION



BEND	PRIMARY BOX SIZE	DISTANCE (when conduit enters box) "X"	"Y"	"Z"	NOTES
"A"	3' x 5'	24'	7'	5'	BEND IS 60' RADIUS WITH AN ANGLE OF 10 DEG. USE 2-5 COUPLINGS WITH 1-5' CONDUIT SECTION FOR EACH BEND SHOWN.
	4'-6" x 8'-6"	24'	11'	7'	
"B"	3' x 5'	32'	7'	5'	BEND IS 30' RADIUS WITH AN ANGLE OF 15 DEG. USE 3-5 COUPLINGS WITH 2-2 1/2' CONDUIT SECTION FOR EACH BEND SHOWN.
	4'-6" x 8'-6"	32'	11'	7'	

NOTE:

1. CONTRACTOR TO EXCAVATE TRANSITIONS FROM MAIN-LINE TRENCH TO VAULTS AS REQUIRED BY EACH UTILITY.
2. TRANSITIONS NOT SHOWN ON COMPOSITE DRAWING FOR CLARITY.
3. CONTRACTOR TO INCLUDE COST OF TRANSITIONS IN VAULT EXCAVATION COST.

DETAIL 1 / N.T.S. JT3 — TYPICAL PRIMARY BOX EXCAVATION USING CONDUIT

CONSTRUCTION LABOR AND MATERIAL RESPONSIBILITY

	PUBLIC UTILITY SYSTEM (JOINT TRENCH) P.G.&E. ELECTRIC	P.G.&E. GAS	TELEPHONE	C.A.T.V.	CONTRACTOR
TRENCHING:					
EXCAVATE, BACKFILL AND COMPACT.	○	○	○	○	●
GAS MATERIAL:					
FURNISH.	○	●	○	○	●
INSTALL.	○	●	○	○	●
ELECTRIC CABLE:					
FURNISH.	●	○	○	○	●
INSTALL.	●	○	○	○	●
ELECTRIC CONDUIT:					
FURNISH.	●	○	○	○	●
INSTALL.	●	○	○	○	●
ELECTRIC SPLICE BOXES:					
EXCAVATE.	●	○	○	○	●
FURNISH.	●	○	○	○	●
INSTALL.	●	○	○	○	●
ELECTRIC TFMR. ENCLS.:					
EXCAVATE.	●	○	○	○	●
FURNISH.	●	○	○	○	●
INSTALL.	●	○	○	○	●
ELECTRIC EQUIP. ENCLS.:					
EXCAVATE.	●	○	○	○	●
FURNISH.	●	○	○	○	●
INSTALL.	●	○	○	○	●
ELECTRIC TFMR. PADS:					
GRADE.	●	○	○	○	●
FURNISH.	●	○	○	○	●
INSTALL.	●	○	○	○	●
ELECTRIC SWITCH PADS:					
GRADE.	○	○	○	○	○
FURNISH.	○	○	○	○	○
INSTALL.	○	○	○	○	○
TELEPHONE CONDUIT:					
FURNISH.	○	○	○	●	○
INSTALL.	○	○	○	●	○
TELEPHONE CABLE:					
FURNISH.	○	○	●	○	○
INSTALL.	○	○	●	○	○
TELEPHONE SPLICE BOX:					
EXCAVATE.	○	○	○	●	○
FURNISH.	○	○	○	●	○
INSTALL.	○	○	○	●	○
TELEPHONE INTER. PADS:					
GRADE.	○	○	○	○	○
FURNISH.	○	○	○	○	○
INSTALL.	○	○	○	○	○
C.A.T.V. CONDUITS:					
FURNISH.	○	○	○	●	○
INSTALL.	○	○	○	●	○
C.A.T.V. SPLICE BOXES:					
EXCAVATE.	○	○	○	●	○
FURNISH.	○	○	○	●	○
INSTALL.	○	○	○	●	○

	STREET LIGHTING SYSTEM (PUBLIC) P.G.&E.	CONTRACTOR
WIRE:		
FURNISH.	○	●
INSTALL.	○	●
CONDUIT:		
FURNISH.	○	●
INSTALL.	○	●
BASES:		
FURNISH.	○	●
INSTALL.	○	●
LUMINAIRES:		
FURNISH.	○	●
INSTALL.	○	●
SPLICE BOXES:		
FURNISH.	○	●
INSTALL.	○	●
EXCAVATE.	○	●
POLES & ARMS:		
FURNISH.	○	●
INSTALL.	○	●

SCHEDULE: LS2A
INSTALL IN JOINT TRENCH: NO
INSTALL IN SEPARATE TRENCH: YES
CONDUIT SIZE: 1 1/2"
CONDUIT TYPE: SCH. 40
WIRE SIZE: #8 TYPE: CU

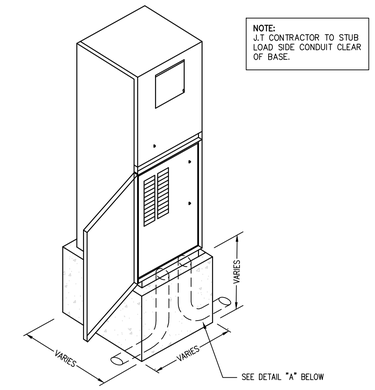
ADDITIONAL NOTES:
DEVELOPER TO SUPPLY AND INSTALL ELECTRIC & FACILITIES UNDER THE COMPETITIVE BIDDING PROVISIONS OF PG&E GREEN BOOK RULES 15, 16 AND 20.

	STREET LIGHTING SYSTEM (PRIVATE) P.G.&E.	CONTRACTOR
WIRE:		
FURNISH.	○	●
INSTALL.	○	●
CONDUIT:		
FURNISH.	○	●
INSTALL.	○	●
BASES:		
FURNISH.	○	●
INSTALL.	○	●
LUMINAIRES:		
FURNISH.	○	●
INSTALL.	○	●
SPLICE BOXES:		
FURNISH.	○	●
INSTALL.	○	●
EXCAVATE.	○	●
POLES & ARMS:		
FURNISH.	○	●
INSTALL.	○	●

SCHEDULE: LS2C
INSTALL IN JOINT TRENCH: YES
INSTALL IN SEPARATE TRENCH: NO
CONDUIT SIZE: 2"
CONDUIT TYPE: SCH. 40
WIRE SIZE: VARIES TYPE: CU

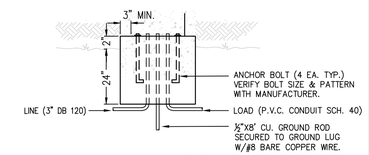
ADDITIONAL NOTES:

● DESIGNATES THE WORK TO BE PERFORMED BY THE CONTRACTOR AND EACH UTILITY COMPANY.

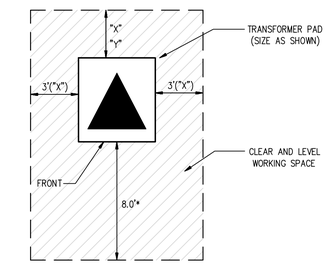


NOTE:
J.T CONTRACTOR TO STUB LOAD SIDE CONDUIT CLEAR OF BASE.

DETAIL 4 / N.T.S. JT3 — METER SERVICE PEDESTAL BASE DETAIL



DETAIL "A"



"X"= 3' MIN. CLEARANCE FROM COMBUSTIBLE WALL

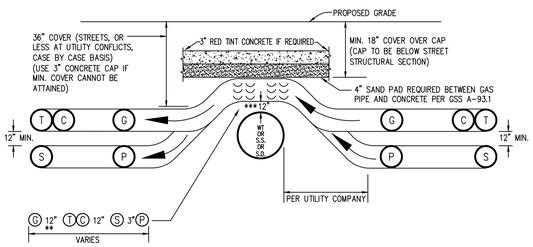
"Y"= 2' MIN. CLEARANCE FROM NON-COMBUSTIBLE WALL

* MINIMUM 9' (COMMERCIAL/HIGH DENSITY) FROM FACE OF CURB

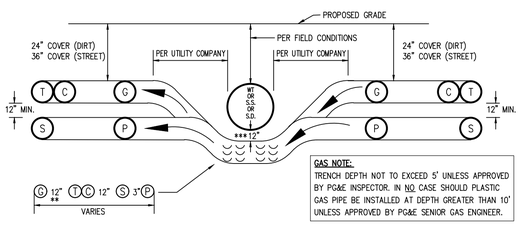
* MINIMUM 3' (RESIDENTIAL/LOW DENSITY) FROM FACE OF CURB

** MINIMUM 4' FROM ANY DOORWAY

DETAIL 7 / N.T.S. JT3 — PG&E PAD MOUNT TRANSFORMER DETAIL



JOINT TRENCH OVER WATER, SANITARY SEWER OR STORM DRAIN
CHOICE 1 (PREFERRED METHOD)



GAS NOTE:
TRENCH DEPTH NOT TO EXCEED 5' UNLESS APPROVED BY PG&E INSPECTOR. IN NO CASE SHOULD PLASTIC GAS PIPE BE INSTALLED AT DEPTH GREATER THAN 10' UNLESS APPROVED BY PG&E SENIOR GAS ENGINEER.

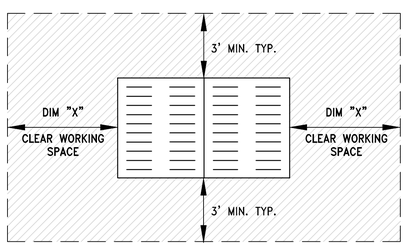
JOINT TRENCH UNDER WATER, SANITARY SEWER OR STORM DRAIN
CHOICE 2 (OPTIONAL METHOD)

* SEE MINIMUM COVER & CLEARANCE CHART

** WITH MUTUAL AGREEMENT, WHEN 4" O.D. OR SMALLER GAS PIPE IS INSTALLED SEPARATION MAY BE REDUCED TO NOT LESS THAN 6" BETWEEN GAS AND COMMINCATION DUCTS (TELEPHONE & CATV).

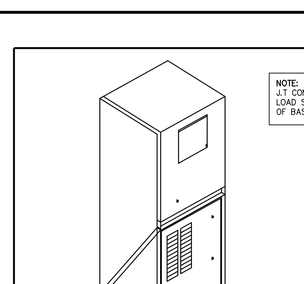
*** 6" MINIMUM REQUIRED BY PG&E-ADDITIONAL CLEARANCE MAYBE REQUIRED BY CITY OR COUNTY

DETAIL 2 / N.T.S. JT3 — OVER UNDER DETAILS



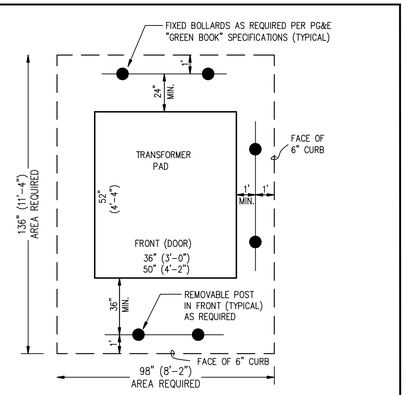
DIM "X"
3' MIN. 3'0" x 5'0" ENCLOSURES
4' MIN. 4' x 6'6" x 5'0" ENCLOSURES
5' MIN. 4'6" x 8'6" x 6'0" ENCLOSURES
(OR EASEMENT REQUIRED)

DETAIL 3 / N.T.S. JT3 — PG&E ENCLOSURE CLEARANCES

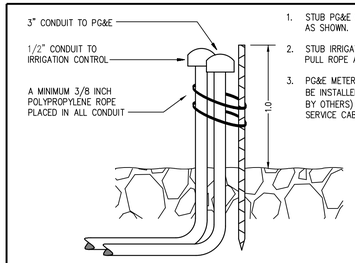


1. STUB M.I.D. CONDUIT WITH PULL ROPE AND STAKE AS SHOWN.
2. STUB LIGHTING CONDUIT WITH PULL ROPE AND STAKE AS SHOWN.
3. STUB IRRIGATION CONTROLLER CONDUIT WITH PULL ROPE AND STUB AS SHOWN.
4. PG&E METERED SERVICE PEDESTAL, AND PAD TO BE INSTALLED BY OTHERS. (SEE PLANS BY OTHERS) J.T. CONTRACTOR TO INSTALL PG&E SERVICE CABLE TO METER.

DETAIL 5 / N.T.S. JT3 — METERED SERVICE PEDESTAL PAD IRRIGATION CONTROLLER/ LIGHTING STUB-UPS

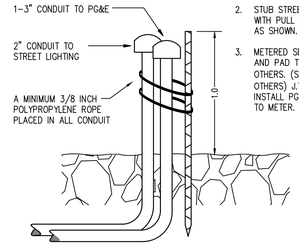


DETAIL 8 / N.T.S. JT3 — PG&E STYLE IIE TRANSFORMER DETAIL (PHYSICAL PROTECTION REQUIREMENTS IN PARKING LOT, TRAVELED WAY, ETC. ...)



1. STUB PG&E CONDUIT WITH PULL ROPE AND STAKE AS SHOWN.
2. STUB IRRIGATION CONTROLLER CONDUIT WITH PULL ROPE AND STAKE AS SHOWN.
3. PG&E METERED SERVICE PEDESTAL, AND PAD TO BE INSTALLED BY J.T CONTRACTOR. (SEE PLANS BY OTHERS) J.T. CONTRACTOR TO INSTALL PG&E SERVICE CABLE TO METER.

DETAIL 3 / N.T.S. JTX — METERED SERVICE PEDESTAL PAD IRRIGATION CONTROLLER



1. STUB PG&E CONDUIT WITH PULL ROPE AND STAKE AS SHOWN.
2. STUB STREET LIGHTING CONDUIT WITH PULL ROPE AND STAKE AS SHOWN.
3. METERED SERVICE PEDESTAL, AND PAD TO BE INSTALLED BY OTHERS. (SEE PLANS BY OTHERS) J.T. CONTRACTOR TO INSTALL PG&E SERVICE CABLE TO METER.

DETAIL 6 / N.T.S. JTX — METERED SERVICE PEDESTAL PAD STREET LIGHTING

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- PG&E Gas Design
- PG&E Elec Design
- M.E.P. Design
- Cost Analysis
- Due Diligence

JOINT TRENCH DETAILS
ROBSON HOMES
CEDAR BOULEVARD HOMES-ON SITE
NEWARK, CALIFORNIA

NO.	REVISIONS	BY	DATE
1	Planned Development Permit	TD	4/10/2022

DATE: OCTOBER 2020 | DATE LAST WORKED ON: 7/29/2022
SCALE: NOT TO SCALE | DRAWN: TD | CHECKED: ML
JOB NO.: 219050

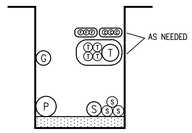
811 CALL BEFORE YOU DIG — UNDERGROUND SERVICE ALERT

REGISTERED PROFESSIONAL ENGINEER — JASHULLAH KHAN — C 59246 — CIVIL — STATE OF CALIFORNIA

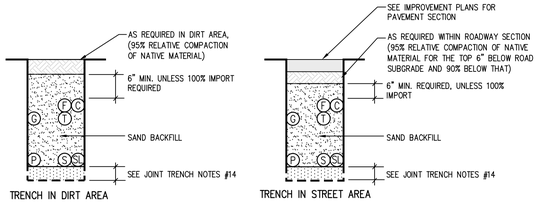
SHEET JT3 OF JT6 SHEETS

JOINT TRENCH MINIMUM COVER AND CLEARANCES
MINIMUM SEPARATION FROM

	UTILITY	G	T	TD	C	S	P	SL	SLP	F	FE	MINIMUM COVER
G	(GAS)*	–	12"	12"	12"	6"	12"	12"	6"	12"	12"	36", or less on case by case basis, when approved by City Engineer
T	(TELEPHONE) DUCT	12"	–	1"	1"	12"	12"	12"	12"	1"	12"	36", or less on case by case basis, when approved by City Engineer
TD	(TELEPHONE) DIRECT BURY	12"	1"	–	1"	12"	12"	12"	12"	1"	12"	36", or less on case by case basis, when approved by City Engineer
C	(CABLE T.V.)	12"	1"	1"	–	12"	12"	12"	12"	1"	12"	36", or less on case by case basis, when approved by City Engineer
S	(ELECT. SECONDARY)	6"	12"	12"	12"	1.5"	3"	12"	1.5"	12"	12"	36", or less on case by case basis, when approved by City Engineer
P	(ELECT. PRIMARY)	12"	12"	12"	12"	3"	3"	3"	3"	12"	12"	36", or less on case by case basis, when approved by City Engineer
SL	(PUBLIC AND PRIVATE-STREET LIGHT)**	12"	12"	12"	12"	12"	12"	–	12"	12"	12"	36", or less on case by case basis, when approved by City Engineer
SLP	(P.G.E.-STREET LIGHT)	6"	12"	12"	12"	1.5"	3"	12"	1.5"	12"	12"	36", or less on case by case basis, when approved by City Engineer
FE	(FOREIGN ELECTRIC SOURCES, NON PG&E)	12"	12"	12"	12"	12"	12"	12"	12"	12"	–	36", or less on case by case basis, when approved by City Engineer
F	(FIBER OPTIC)	12"	1"	1"	1"	12"	12"	12"	12"	–	12"	36", or less on case by case basis, when approved by City Engineer



TYPICAL EXAMPLE OF STACKING FACILITIES IN JOINT TRENCH

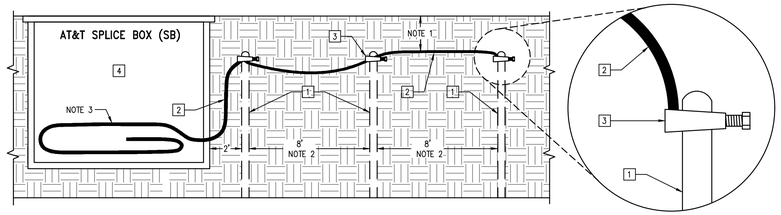


TRENCH IN DIRT AREA

TRENCH IN STREET AREA

LEGEND

- MEETS UTILITY TRENCH ALLOTMENT
- EXCEEDS UTILITY TRENCH ALLOTMENT
- G GAS
- P ELECTRIC PRIMARY
- S ELECTRIC SECONDARY
- T TELEPHONE (DUCT OR DIRECT BURY)
- C CATV
- SL STREET LIGHT (PUBLIC OR PRIVATE)
- SLP STREET LIGHT (PG&E)
- FE FOREIGN ELECTRIC
- F FIBER OPTIC



LEGEND

1. 8' LENGTH x 5/8" DIAMETER GROUND ROD POLES
2. BARE CONTINUOUS SOLID NUMBER 6 AWG. WIRE
3. GROUND CLAMP
4. TELEPHONE SPLICE BOX

NOTES

1. MINIMUM DEPTH = 12 INCHES
2. GROUND BEDS MAY BE PLACED IN ANY CONFIGURATION AS LONG AS THE 8 FOOT SEPARATION BETWEEN GROUND RODS IS MAINTAINED AND THE 2 FOOT SEPARATION FROM THE SB WALL IS NOT ENCROACHED UPON.
3. BARE #6 GROUND WIRE TO ENTER THROUGH SIDEWALL OR BOTTOM OF SB AND WRAP SB ONCE.

DETAIL 1 / N.T.S. JT4 — AT&T AERIAL AND BURIED GROUND BED DESIGN

JOINT TRENCH NOTES:

1. TRENCH COVER & CLEARANCES SHOWN ARE MINIMUMS ONLY AND MAY REQUIRE ALTERATIONS TO SUIT FIELD CONDITIONS.
2. IT IS RECOMMENDED THAT ALL FACILITIES ARE TO BE A MINIMUM OF 12" BELOW SUB-BASE DISTURBANCE.
3. * WITH MUTUAL AGREEMENT FROM PARTICIPATING UTILITIES, WHEN 4" O.D. OR SMALLER GAS PIPE IS INSTALLED, SEPARATION MAY BE REDUCED TO NOT LESS THAN 6" BETWEEN GAS AND COMMUNICATION DUCTS (TELEPHONE, C.A.T.V. & FIBER OPTIC).
4. * WHERE 6" GAS MAIN IS LOCATED IN THE JOINT TRENCH A 18" MINIMUM SEPARATION FROM GAS MAIN TO ALL UTILITIES WILL BE REQUIRED.
5. ** WITH MUTUAL AGREEMENT FROM PARTICIPATING UTILITIES, STREET LIGHT SEPARATION MAY BE REDUCED TO 0" BETWEEN STREET LIGHT AND COMMUNICATION DUCTS (TELEPHONE, C.A.T.V. & FIBER OPTIC).
6. TRENCH CONFIGURATIONS SHOWN ARE FOR INSTALLATION WHERE EACH OCCUPANT IS UTILIZING HIS ENTIRE SPACE ALLOCATION. OTHER CONFIGURATIONS OR REDUCED DIMENSIONS MAY BE USED, PROVIDED THAT MINIMUM COVER AND CLEARANCES ARE MAINTAINED.
7. THE CONTRACTOR IS TO ADJUST TRENCH DEPTHS AT ALL JOINT TRENCH LATERAL CROSSINGS TO MAINTAIN REQUIRED CLEARANCES BETWEEN ALL PARTICIPATING UTILITIES.
8. TRENCH SECTIONS ARE SHOWN SCHEMATICALLY AND INDICATE AREAS OF OCCUPANCY ONLY; THEY DO NOT REFLECT SIZE OR QUANTITY OF FACILITIES TO BE INSTALLED.
9. TRENCH FOOTAGES PER SECTION ARE APPROXIMATE. SECTIONS ARE DESIGNED TO ACCOMMODATE ALL REQUIRED FACILITIES AS INDICATED ON EACH TRENCH PARTICIPANT'S CONSTRUCTION DRAWINGS.
10. THE CONTRACTOR SHALL VERIFY TRENCH FOOTAGES FOR ACCURACY PRIOR TO EXCAVATION AND TAKE NECESSARY PRECAUTION CROSSING WATER AND SEWER FACILITIES.
11. THE CONTRACTOR SHALL REFER TO THE COMPOSITE, CONDUIT, AND/OR EACH RESPECTIVE UTILITY INSTALLATION PLAN FOR THE NECESSARY CONDUIT CABLE AND/OR PIPE TO BE INSTALLED IN THIS PROJECT.
12. TYPE "M2" TRENCH SHALL BE INSTALLED AFTER CURB AND GUTTER INSTALLATION. CONTRACTOR SHALL COORDINATE ADDITIONAL MOVE-INS NECESSARY TO COMPLETE THE SERVICES TO THE DWELLING UNITS WITH THE DEVELOPER, ALL AGENCIES AND THE UTILITY COMPANIES. THE COST OF THESE MOVE-INS SHALL BE INCLUDED IN THE CONTRACTOR'S UNIT PRICE FOR TRENCHING.
13. THE AVERAGE TRENCH DEPTHS SHOWN ARE BASED ON THE MINIMUM UTILITY COMPANY REQUIREMENTS FOR DEPTH AND SEPARATION. CONTRACTOR SHALL ADJUST TRENCH WIDTH & DEPTH AS REQUIRED TO ADEQUATELY CLEAR EXISTING UNDERGROUND FACILITIES AND MAINTAIN MINIMUM UTILITY CLEARANCES. ALL TRENCHES OVER 60" DEEP MUST COMPLY WITH OSHA REQUIREMENTS. (SEE THE JOINT TRENCH MINIMUM COVER AND CLEARANCE TABLE)
14. CONTRACTOR SHALL USE SAND BEDDING AND SHADING AS REQUIRED BY THE UTILITY COMPANIES. THE BOTTOM OF THE TRENCH SHALL BE CLEARED OF ROCKS AND OTHER HARD SURFACES. DISTRIBUTION TRENCHES WITHOUT TELEPHONE CONDUIT DO NOT REQUIRE BEDDING MATERIAL. SERVICE TRENCHES WITHOUT TELEPHONE CONDUIT REQUIRE 2" SAND BEDDING AS A PAD ON WHICH UTILITY FACILITIES CAN REST. SERVICE TRENCHES CONTAINING TELEPHONE CONDUIT ONLY REQUIRE A 1" SAND BEDDING. ALL OTHER TRENCHES CONTAINING TELEPHONE CONDUIT REQUIRE A 3" SAND BEDDING. REFER TO PG&E GREEN BOOK PUBLICATION S5453, EXHIBIT B AND AT&T SPEC95 "AT&T SPECIFICATIONS" TRENCHING AND CONDUIT GUIDE FOR FURTHER INFORMATION.
15. ALL TRENCHING AND BACKFILLING TO BE DONE IN ACCORDANCE WITH THE **CITY OF NEWARK** ENGINEERING STANDARDS AND SPECIFICATIONS.
16. ALL PG&E, TELEPHONE, CABLE, AND FIBER OPTIC BOXES AND JOINT TRENCH FACILITIES ARE TO MAINTAIN A MINIMUM OF 3' SEPARATION FROM SEWER AND WATER LATERALS AND DRIVEWAYS. ALL UTILITY VAULTS, BOXES, PEDESTALS, ETC. MUST MAINTAIN A 5' MINIMUM CLEARANCE FROM FIRE HYDRANTS, AND 3' MINIMUM FROM STREETLIGHTS.

JOINT TRENCH OCCUPANCY GUIDE

TRENCH SECTION	A*	B*	C*	D*	E*	F*	G*	H*	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
GAS	X	X	X		X				X	X	X		X	X	X		X			X			
TELEPHONE	X	X		X		X			X	X		X	X	X		X		X			X		
CABLE T.V.	X		X	X			X		X		X	X	X		X	X			X			X	
ELECTRIC SEC.	X	X	X	X	X	X	X	X					X	X	X	X	X	X	X				X
ELECTRIC PRI.	X	X	X	X	X	X	X	X															
FIBER OPTCS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	

*THESE SECTIONS MAY OR MAY NOT CONTAIN SECONDARY

THIS AREA RESERVED FOR JOINT TRENCH SECTIONS TO BE PLACED AT A LATER TIME

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- M.E.P. Design
- Cost Analysis
- Due Diligence

JOINT TRENCH SECTIONS AND DETAILS

ROBSON HOMES
CEDAR BOULEVARD HOMES–ONE SITE
NEWARK, CALIFORNIA

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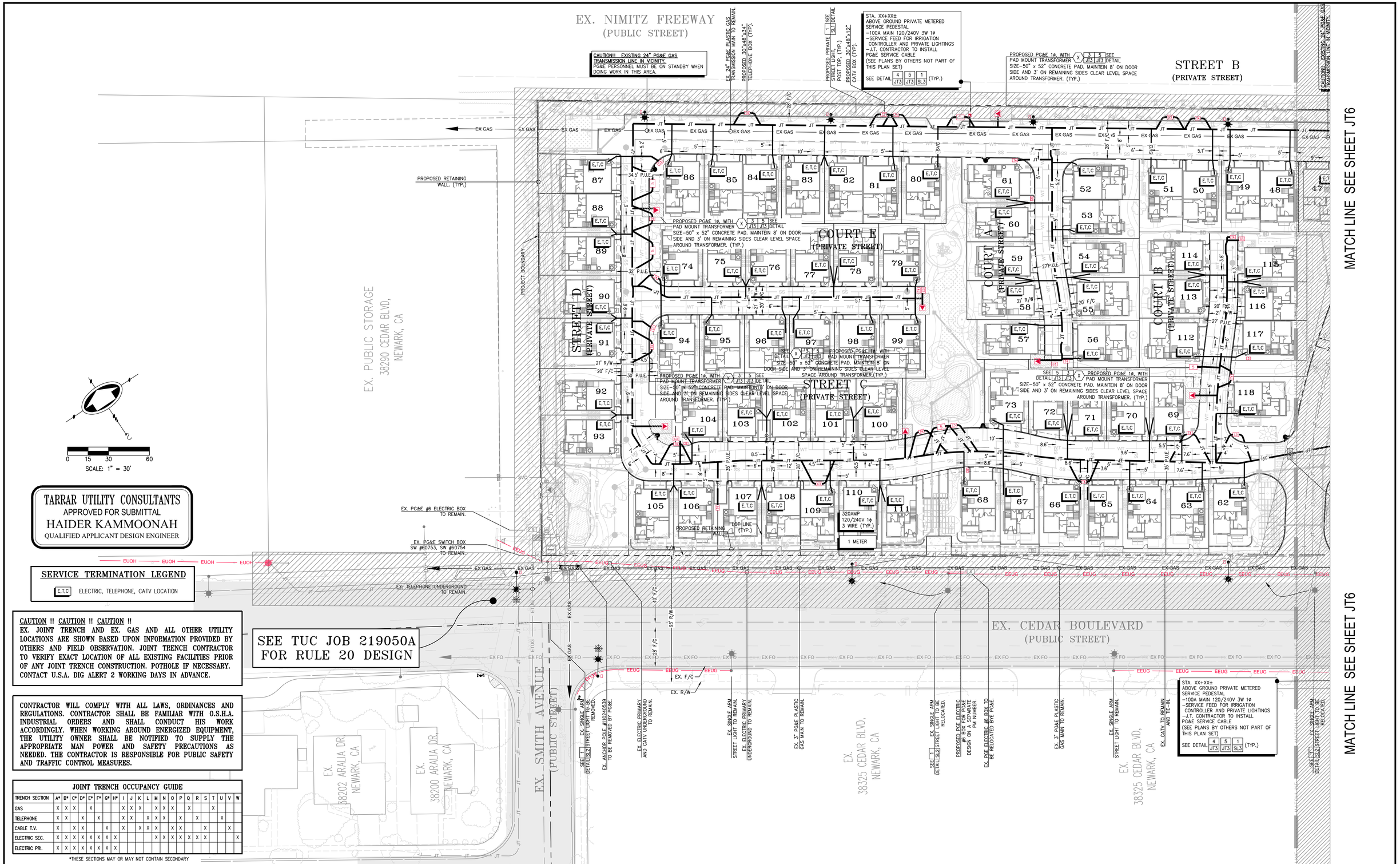
JOB NO.: 219050

811 CALL BEFORE YOU DIG — UNDERGROUND SERVICE ALERT

REGISTERED PROFESSIONAL ENGINEER — ZAHIHULLAH ZALMAI — C-56146 — CIVIL — STATE OF CALIFORNIA

SHEET JT4 OF JT6 SHEETS



JOINT TRENCH COMPOSITE PLAN

ROBSON HOMES
CEDAR BOULEVARD HOMES-ON SITE
NEWARK, CALIFORNIA

NO.	REVISIONS	BY	DATE
1	Planned Development Permit	TD	4/10/2022

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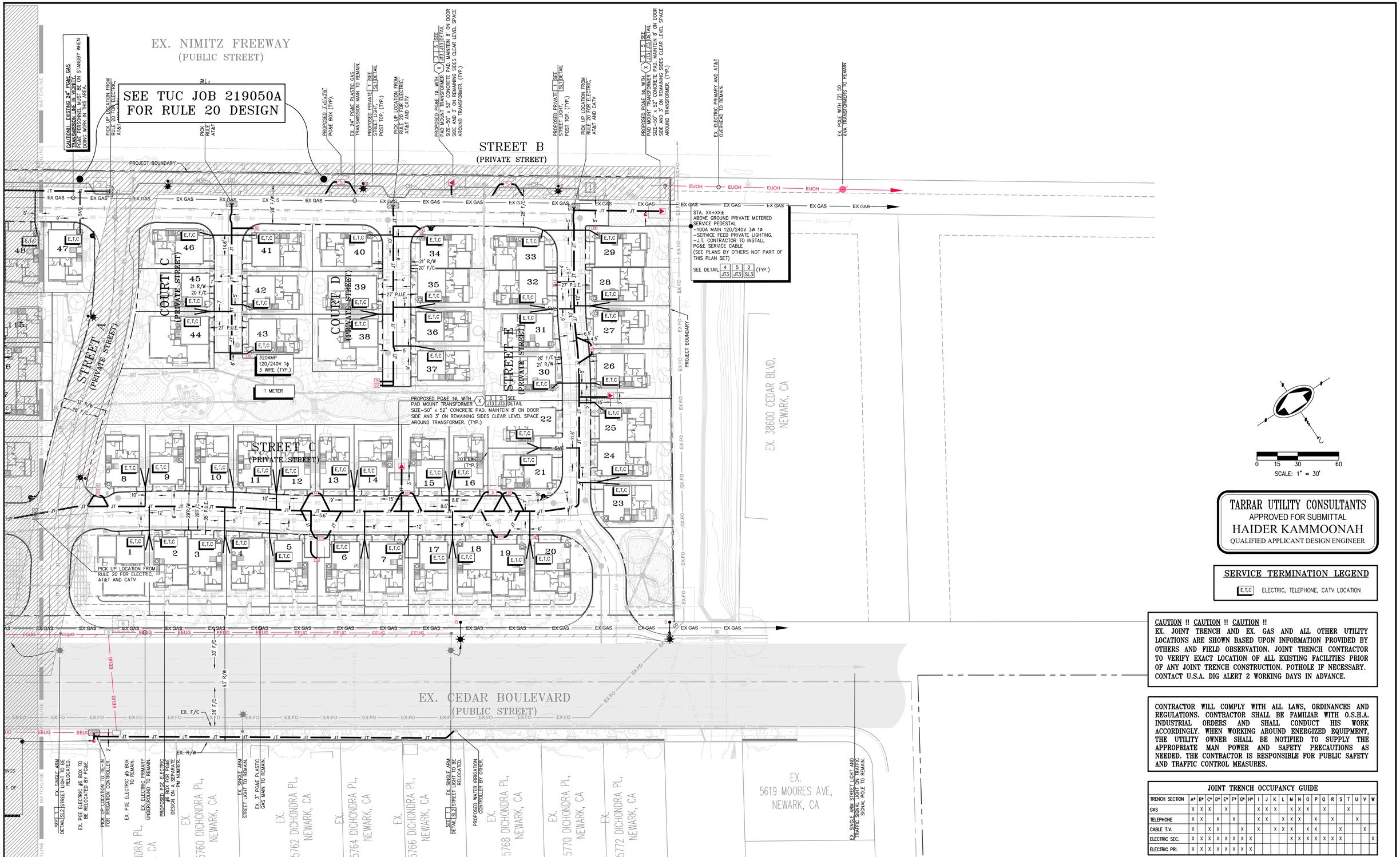
811 CALL BEFORE YOU DIG UNDERGROUND SERVICE ALERT

REGISTERED PROFESSIONAL ENGINEER SHIHULLAH ZAKI No. C 46146 Exp. 06/30/2023 CIVIL STATE OF CALIFORNIA

SHEET JT5 OF JT6 SHEETS

MATCH LINE SEE SHEET JT5



MATCH LINE SEE SHEET JT5

TARRAR UTILITY CONSULTANTS
APPROVED FOR SUBMITTAL
HAIDER KAMMOONAH
QUALIFIED APPLICANT DESIGN ENGINEER

SERVICE TERMINATION LEGEND

E,T,C — ELECTRIC, TELEPHONE, CATV LOCATION

CAUTION !! CAUTION !! CAUTION !!
EX. JOINT TRENCH AND EX. GAS AND ALL OTHER UTILITY LOCATIONS ARE SHOWN BASED UPON INFORMATION PROVIDED BY OTHERS AND FIELD OBSERVATION. JOINT TRENCH CONTRACTOR TO VERIFY EXACT LOCATION OF ALL EXISTING FACILITIES PRIOR OF ANY JOINT TRENCH CONSTRUCTION. POTHOLE IF NECESSARY. CONTACT U.S.A. DIG ALERT 2 WORKING DAYS IN ADVANCE.

CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH O.S.H.A. INDUSTRIAL ORDERS AND SHALL CONDUCT HIS WORK ACCORDINGLY. WHEN WORKING AROUND ENERGIZED EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAN POWER AND SAFETY PRECAUTIONS AS NEEDED. THE CONTRACTOR IS RESPONSIBLE FOR PUBLIC SAFETY AND TRAFFIC CONTROL MEASURES.

JOINT TRENCH OCCUPANCY GUIDE

TRENCH SECTION	A*	B*	C*	D*	E*	F*	G*	H*	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
GAS	X	X	X		X				X	X	X		X	X	X		X			X			
TELEPHONE	X	X		X		X			X	X		X	X	X		X		X			X		
CABLE T.V.	X		X	X			X		X		X	X	X		X	X			X			X	
ELECTRIC SEC.	X	X	X	X	X	X	X	X					X	X	X	X	X	X	X				X
ELECTRIC PRI.	X	X	X	X	X	X	X	X															

*THESE SECTIONS MAY OR MAY NOT CONTAIN SECONDARY

JOINT TRENCH COMPOSITE PLAN

ROBSON HOMES
CEDAR BOULEVARD HOMES-ON SITE
NEWARK, CALIFORNIA

NO.	REVISIONS	BY	DATE
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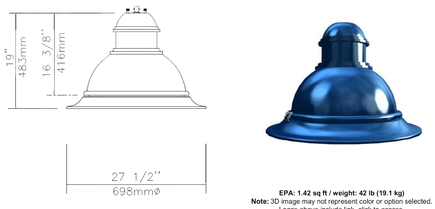
REGISTERED PROFESSIONAL ENGINEER HAMIDULLAH ALI NEMATI No. 46046 Exp. 06/30/23 CIVIL STATE OF CALIFORNIA

SHEET JT6 OF JT6 SHEETS

ROBSON HOMES
CEDAR BOULEVARD HOMES
NEWARK ALAMEDA COUNTY CALIFORNIA

Cedar Boulevard - Newark (Reference=L81005-2)



EPA: 1.42 sq ft / weight: 42 lb (19.1 kg)
Note: 3D image may not represent color or option selected.
Logos above include link, click to access.

Qty **9** Luminaire **DMS50-35W32LED3K-G3-LE2F-VOLT-DMG-BKTX**

Description of Components:

Hood: A die cast A360.1 aluminum dome complete with a cast-in technical ring with latch and hinge. The mechanism shall offer tool-free access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing.

Housing: In a round shape, this housing is made of cast 356 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 3/8-16 UNC. This suspension system permits for a full rotation of the luminaire in 90 degree increments.

Light Engine: LEDgine composed of 5 main components: **Heat Sink / Lens / LED Module / Optical System / Driver** Electrical components are RoHS compliant.

Heat Sink: Heat Sink: Made of die cast A360 aluminum optimising the LEDs efficiency and life, complete with a cast in skirt and technical ring. Product does not use any cooling device with moving parts (only passive cooling device)

Lens: Made of soda-lime clear tempered flat glass lens, mechanically assembled and sealed onto the lower part of the heat sink.

LED Module: Composed of 32 high-performance white LEDs. Color temperature as per ANSI/NEMA bin Warm White, 3000 Kelvin nominal (3045K +/- 175K or 2870K to 3220K), CRI 70 Min. 75 Typical.

Optical System: (LE2F). IES type II (asymmetrical). Composed of high-performance optical grade PMMA acrylic refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. Optical system is rated IP66. Performance shall be tested per LM-63, LM-79 and TM-15 (IESNA) certifying its photometric performance. Street side indicated.0% uplight and U0 per IESNA TM-15.

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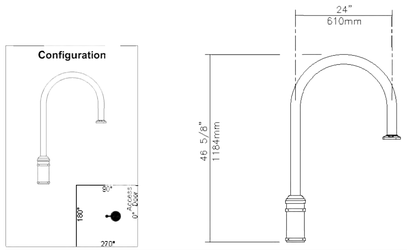
04-14-2022 Page 1 / 7

LUMEC

Cedar Boulevard - Newark (Reference=L81005-2)



Qty **9** Bracket **SM-1A-R4-BKTX**

Description of Components:

Arm: Shall be made from bent 6061-T6 aluminum tubing, 2 3/8" (60mm) outside diameter, welded.

Central Adaptor: Made of aluminum 6061-T6, 4 1/2" (114mm) outside diameter. Complete with a cast 356 aluminum fitter that **slip-fits 9" (229mm) over a 4" (102mm) outside diameter pole tenon.** Mechanically assembled using two sets of four set screws at 90 degrees around the bracket.

Bracket Properties (Weight and EPA): 13 lbs (5.9 kg), 1.7 ft²

SPEC20220414_163538_10361_01
04-14-2022 Page 3 / 7

LUMEC

Cedar Boulevard - Newark (Reference=L81005-2)

LED Wattage and Lumen Values: 3000K Domus LED pendant - large (DMS5x)

Flat Glass Lens					Type LE2F		Type LE3F		Type LE4F		Type LE5F	
Ordering Code	Total Watts	System Current (mA)	Color Temp	Avg System Wattage (W)	Delivered Lumens	BUG Rating	Efficacy (Lm/W)	Delivered Lumens	BUG Rating	Efficacy (Lm/W)	Delivered Lumens	BUG Rating	Efficacy (Lm/W)	Delivered Lumens	BUG Rating	Efficacy (Lm/W)
DMS5x-35W32LED3K-G3	32	350	3000	27	5053	B1-U0-G1	156	4992	B1-U0-G1	155	4954	B1-U0-G1	154	4925	B1-U0-G1	153
DMS5x-55W32LED3K-G3	32	550	3000	50	7294	B2-U0-G1	132	7178	B1-U0-G2	131	7123	B1-U0-G2	130	7082	B1-U0-G2	129
DMS5x-72W32LED3K-G3	32	700	3000	72	9146	B2-U0-G2	127	9026	B2-U0-G2	126	8968	B2-U0-G2	125	8926	B2-U0-G2	124
DMS5x-95W48LED3K-G3	48	950	3000	94	7555	B2-U0-G1	141	7466	B2-U0-G2	139	7419	B1-U0-G2	138	7386	B1-U0-G2	137
DMS5x-80W48LED3K-G3	48	530	3000	80	10867	B2-U0-G2	135	10679	B2-U0-G2	133	10596	B2-U0-G2	132	10536	B4-U0-G2	132
DMS5x-108W48LED3K-G3	48	700	3000	105	13577	B3-U0-G2	129	13411	B3-U0-G2	128	13339	B2-U0-G2	127	13252	B4-U0-G2	126
DMS5x-70W64LED3K-G3	64	350	3000	69	9825	B2-U0-G2	142	9709	B2-U0-G2	140	9635	B2-U0-G2	139	9579	B3-U0-G2	138
DMS5x-132W64LED3K-G3	64	530	3000	105	14083	B3-U0-G2	134	13917	B2-U0-G2	132	13811	B2-U0-G2	131	13731	B4-U0-G2	130
DMS5x-145W64LED3K-G3	64	700	3000	138	17694	B3-U0-G2	128	17485	B3-U0-G2	127	17353	B3-U0-G2	126	17251	B4-U0-G2	125
DMS5x-96W80LED3K-G3	80	350	3000	96	12264	B3-U0-G2	143	12119	B2-U0-G2	141	12027	B2-U0-G2	140	11957	B4-U0-G2	139
DMS5x-135W80LED3K-G3	80	530	3000	131	17519	B3-U0-G2	134	17311	B3-U0-G2	133	17180	B3-U0-G2	132	17081	B4-U0-G2	131
DMS5x-180W80LED3K-G3	80	700	3000	174	21860	B3-U0-G2	126	21604	B3-U0-G2	124	21442	B3-U0-G2	123	21318	B5-U0-G2	122

LED Wattage and Lumen Values: 4000K Domus LED pendant - large (DMS5x)

Flat Glass Lens					Type LE2F		Type LE3F		Type LE4F		Type LE5F	
Ordering Code	Total Watts	System Current (mA)	Color Temp	Avg System Wattage (W)	Delivered Lumens	BUG Rating	Efficacy (Lm/W)	Delivered Lumens	BUG Rating	Efficacy (Lm/W)	Delivered Lumens	BUG Rating	Efficacy (Lm/W)	Delivered Lumens	BUG Rating	Efficacy (Lm/W)
DMS5x-35W32LED4K-G3	32	350	4000	27	5394	B1-U0-G1	169	5241	B1-U0-G1	164	5205	B1-U0-G1	163	5171	B1-U0-G1	159
DMS5x-55W32LED4K-G3	32	530	4000	55	7627	B1-U0-G1	139	7537	B1-U0-G2	137	7479	B1-U0-G2	136	7436	B1-U0-G2	135
DMS5x-72W32LED4K-G3	32	700	4000	72	9602	B2-U0-G1	133	9488	B2-U0-G2	132	9416	B2-U0-G2	131	9362	B1-U0-G2	130
DMS5x-55W48LED4K-G3	48	350	4000	54	7937	B2-U0-G2	148	7839	B2-U0-G2	146	7778	B2-U0-G2	145	7734	B4-U0-G2	143
DMS5x-80W48LED4K-G3	48	530	4000	80	11347	B2-U0-G2	142	11213	B2-U0-G2	140	11128	B2-U0-G2	139	11063	B4-U0-G2	138
DMS5x-108W48LED4K-G3	48	700	4000	105	14251	B3-U0-G2	136	14082	B2-U0-G2	134	13975	B2-U0-G2	133	13894	B4-U0-G2	132
DMS5x-70W64LED4K-G3	64	350	4000	69	10316	B3-U0-G2	149	10194	B2-U0-G2	147	10117	B2-U0-G2	146	10058	B4-U0-G2	145
DMS5x-132W64LED4K-G3	64	530	4000	105	14788	B3-U0-G2	140	14613	B2-U0-G2	139	14502	B2-U0-G2	138	14418	B4-U0-G2	137
DMS5x-145W64LED4K-G3	64	700	4000	138	18579	B3-U0-G2	135	18359	B3-U0-G2	133	18219	B2-U0-G2	132	18114	B4-U0-G2	131
DMS5x-96W80LED4K-G3	80	350	4000	96	12877	B3-U0-G2	152	12724	B3-U0-G2	148	12628	B3-U0-G2	147	12555	B4-U0-G2	146
DMS5x-135W80LED4K-G3	80	530	4000	131	18795	B3-U0-G3	141	18577	B3-U0-G2	139	18019	B3-U0-G1	138	17975	B5-U0-G3	137
DMS5x-180W80LED4K-G3	80	700	4000	174	22958	B3-U0-G3	132	22686	B3-U0-G3	130	22514	B3-U0-G3	129	22384	B5-U0-G3	128

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout - contact Applications at rigrity.com/outdoor@emrsystems.

MANUFACTURER REP.:
ASSOCIATED LIGHTING REPS., INC.
(510) 638-3800
OAKLAND, CA
REP: JOHN BENSON

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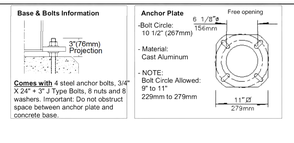
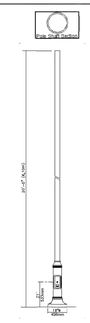
04-14-2022 Page 7 / 7

Cedar Boulevard - Newark (Reference=L81005-2)





Qty **9** Pole **AM6W-20-BKTX**

Description of Components:

Pole Shaft: Shall be made from a 4" (102mm) round extruded 6061-T6 aluminum tubing, having a 0.318" (8.1mm) wall thickness, welded to the pole base.

Joint Cover: Two-piece round joint cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.

Pole Base: Shall be made from a 6 5/8" (168mm) round extruded 6061-T6 aluminum tubing base having a 0.135" (3.4mm) wall thickness, welded to both the bottom and top of the anchor plate.

Maintenance Opening: The pole shall have a 4 1/2" x 10" (114mm x 254mm) maintenance opening centered 21" (533mm) from the bottom of the anchor plate, complete with a weatherproof embossed aluminum cover and a copper ground lug.

Base Cover: Two piece round base cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.

Note: A tenon will be provided when the luminaire or bracket does not fit directly on pole shaft. Tenon not shown on the drawing.

IMPORTANT: Lumec strongly recommends the installation of the complete lighting assembly with all of its accessories upon the anchoring of the pole. This will ensure that the structural integrity of the product is maintained throughout its lifetime.

Pole Weight: 80 lbs (36.4 kg)

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LUMEC

1	PRIVATE STREET LIGHT, POST TOP DETAIL
SL1	NOT TO SCALE

LEGEND

ESL	EXISTING STREET LIGHT CONDUIT
SL	PROPOSED STREET LIGHT CONDUIT
X'(XX"S.L. COND.)	STREET LIGHTING CONDUIT LABEL, X' INDICATES CONDUIT LENGTH, (XX"S.L. COND.) INDICATES CONDUIT SIZE
X'(XX)	STREET LIGHTING WIRE LABEL, X' INDICATES WIRE LENGTH, (XX) INDICATES WIRE TYPE.
(2W)	2-#8 CU. WIRE (SEE NOTE 15)
(3W)	3-#8 CU. WIRE (SEE NOTE 15)
(3WG)	2-#8 CU. WIRE & 1-#8 BARE CU. GROUND (UNLESS OTHERWISE NOTED); SEE NOTE 15 & GROUNDING DETAIL
(4WG)	3-#8 CU. WIRE & 1-#8 BARE CU. GROUND (UNLESS OTHERWISE NOTED); SEE NOTE 15 & GROUNDING DETAIL
	EXISTING TRAFFIC SIGNAL
	STREET LIGHTING PULL BOX STATE TYPE #3 1/2, 10" x 17" x 12"
	STREET LIGHTING GROUND BOX STATE TYPE #5, 13" x 24" x 12"
	PROPOSED PRIVATE PEDESTRIAN STREET LIGHT, POST TOP, SINGLE ARM
	PROPOSED PUBLIC STREET LIGHT, SINGLE ARM
	EXISTING STREET LIGHT, SINGLE ARM
X	CIRCUIT NUMBER/PHASE (SEE ELECTRIC SOURCE DETAILS)
(XXXX)	POLE NUMBER
POS	STREET LIGHT POINT OF SERVICE
F/C	FACE OF CURB

CONSTRUCTION LABOR AND MATERIAL RESPONSIBILITY

STREET LIGHTING SYSTEM (PUBLIC)

	P.G.&E.	CONTRACTOR
WIRE:		
FURNISH.	○	●
INSTALL.	○	●
CONDUIT:		
FURNISH.	○	●
INSTALL.	○	●
BASES:		
FURNISH.	○	●
INSTALL.	○	●
LUMINAIRES:		
FURNISH.	○	●
INSTALL.	○	●
SPLICE BOXES:		
FURNISH.	○	●
INSTALL.	○	●
EXCAVATE.	○	●
POLES & ARMS:		
FURNISH.	○	●
INSTALL.	○	●

SCHEDULE: LS2A
INSTALL IN JOINT TRENCH: YES
INSTALL IN SEPARATE TRENCH: NO
CONDUIT SIZE: 1 1/2"
CONDUIT TYPE: SCH. 40
WIRE SIZE: #8 TYPE: CU

ADDITIONAL NOTES:
-DEVELOPER TO SUPPLY AND INSTALL ELECTRIC FACILITIES UNDER THE COMPETITIVE BIDDING PROVISIONS OF PG&E GREEN BOOK RULES 15, 16 AND 20.
-STREET LIGHTS TO BE MAINTAINED BY LANDSCAPING DISTRICT #X-X', UPON TRACT ACCEPTANCE.
-SEE JOINT TRENCH COMPOSITE FOR TRENCH.

STREET LIGHTING SYSTEM (PRIVATE)

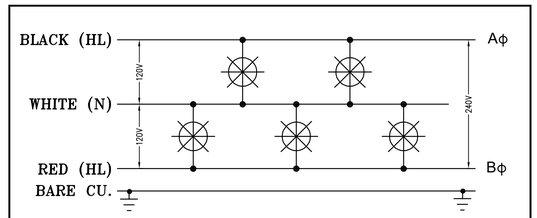
	P.G.&E.	CONTRACTOR
WIRE:		
FURNISH.	○	●
INSTALL.	○	●
CONDUIT:		
FURNISH.	○	●
INSTALL.	○	●
BASES:		
FURNISH.	○	●
INSTALL.	○	●
LUMINAIRES:		
FURNISH.	○	●
INSTALL.	○	●
SPLICE BOXES:		
FURNISH.	○	●
INSTALL.	○	●
EXCAVATE.	○	●
POLES & ARMS:		
FURNISH.	○	●
INSTALL.	○	●

SCHEDULE: LS3
INSTALL IN JOINT TRENCH: YES
INSTALL IN SEPARATE TRENCH: NO
CONDUIT SIZE: 2"
CONDUIT TYPE: SCH. 40
WIRE SIZE: VARIES TYPE: CU

ADDITIONAL NOTES:
-PRIVATE LIGHTS TO BE MAINTAINED BY H.O.A (HOMEOWNER ASSOCIATION) UPON TRACT ACCEPTANCE.

STREET LIGHTING NOTES

1. ALL MATERIAL AND WORKMANSHIP SHALL FULLY CONFORM WITH THE NATIONAL ELECTRIC CODE AND STANDARD SPECIFICATIONS AND DETAILS OF THE CITY OF NEWARK.
2. THE ELECTRICAL CONTRACTOR SHALL INSTALL THE UNDERGROUND SERVICE FROM THE LUMINAIRE TO PG&E/H.O.A. SERVICE POINT AND TERMINATE CONDUIT AND WIRES AT BOX AS DIRECTED BY THE CITY.
3. KEEP STREET LIGHTS A MINIMUM OF 3 FEET AWAY FROM THE EDGE OF DRIVEWAYS, SEWER AND WATER LATERALS. AND 5 FEET AWAY FROM FIRE HYDRANTS & CATCH BASINS.
4. TWO OR MORE STREET LIGHTS ON THE SAME CIRCUIT SHALL BE WIRED TO BALANCE THE LOAD. (SEE WIRING DIAGRAM), UNLESS OTHERWISE NOTED.
5. CONDUIT AND FITTINGS: ALL CONDUIT AND FITTINGS SHALL BE U.L. APPROVED SCHEDULE 40 P.V.C., USE MINIMUM 1 1/2" SCH. 40 P.V.C. CONDUIT AND FITTINGS BELOW GRADE, UNLESS OTHERWISE NOTED OR REQUIRED. MINIMUM RADIUS BENDS SHALL BE 18". FOR ABOVE GROUND INSTALLATION USE METALLIC RIGID STEEL CONDUIT. PROVIDE PULL WIRE IN EMPTY CONDUITS. ALL CROSSINGS TO BE PERPENDICULAR TO STREET.
6. CONDUIT DEPTH: 24" UNDER SIDEWALK: 24" UNDER PLANTER STRIP: 30" UNDER PAVEMENT.
7. CABLE: CABLE SHALL BE U.L. A.W.G. NO. 8, 7-STRAND SOFT COPPER, TYPE THW OR THWN WITH MINIMUM OF 3/64" (40 MIL) POLYVINILCHLORIDE INSULATION, UNLESS OTHERWISE NOTED. U.L. LISTED 600 VOLT, NO. 10 IN POLE MAY BE USED (40 MIL INSULATION).
8. SPLICE BOXES: SPLICE BOXES SHALL BE NO. 3-1/ 2 STATE TYPE WITH LID AND BRASS HOLD DOWN BOLTS, UNLESS OTHERWISE NOTED. LIDS TO BE INSCRIBED 'STREET LIGHTING'. SPLICE BOXES SHALL NOT BE MORE THAN 200 FEET APART ON LONG RUNS. SPLICE BOXES TO BE SET ON A CONCRETE FOOTING WHEN SUBJECT TO TRAFFIC LOAD.
9. FUSES: EACH POLE SHALL BE FUSED WITH WATERPROOF IN-LINE FUSE HOLDERS AT EACH ADJACENT BOX WITH 5 AMP FUSE. FOR DUPLEX LIGHTS, EACH LUMINAIRE SHALL BE FUSED SEPARATELY.
10. SPLICING: ALL SPLICES SHALL BE MADE IN HAND HOLES OR SPLICE BOXES ONLY. SPLICES SHALL BE MADE WITH "STACK -ON" CRIMP JOINTS, "SCOTCH LOCK" FASTENERS, OR APPROVED EQUAL. ON SPLICES MADE BELOW GRADE, WRAP WITH MOISTURE PROOF INSULATION THICKNESS.
11. POLE NUMBERS: OBTAIN AND PLACE POLE NUMBERS ON ALL STREET LIGHT STANDARDS AS REQUIRED. COORDINATE WITH PG&E AND/OR CITY FOR THEIR REQUIREMENTS.
12. TRENCH: CONDUIT CAN BE PLACED IN JOINT TRENCH. THE CONDUIT LAYOUT IS SHOWN SCHEMATICALLY. SEE COMPOSITE DRAWING FOR TRENCH AND BOX LOCATIONS. ANY INCIDENTAL TRENCHING NOT PROVIDED BY TRENCHING AGENT IS CONTRACTOR'S RESPONSIBILITY.
13. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT FIRST NOTIFYING TARRAR UTILITY CONSULTANTS.
14. TARRAR UTILITY CONSULTANTS ASSUMES NO RESPONSIBILITY FOR ANY VARIANCE BETWEEN THESE PLANS AND THE ACTUAL FIELD CONDITIONS. CONTRACTOR SHOULD REVIEW PROJECT SITE PRIOR TO SUBMITTING ITS BID.
15. CONTRACTOR TO CONSULT WITH LOCAL AGENCIES FOR THEIR CIRCUIT GROUNDING REQUIREMENTS. IF GROUND WIRE IS REQUIRED IN CONDUIT, INSTALL ACCORDINGLY.
16. LEGEND SYMBOLS ARE SHOWN IN STREET AREA FOR CLARITY. INSTALL BEHIND CURB AND/OR SIDEWALK PER THE CITY SPECIFICATIONS KEEP CLEAR OF DRIVEWAYS AND PATHWAYS (TYPICAL).
17. CENTERLINE OF STREET LIGHTS SHALL BE LOCATED ON THE LOT LINE UNLESS OTHERWISE NOTED ON THESE PLANS.
18. ANY CHANGES OR MODIFICATIONS TO PROPOSED STREET LIGHT LOCATIONS SHALL BE APPROVED, IN WRITING, BY THE CITY PRIOR TO INSTALLATION.
19. SET ALL STREET LIGHTS TO ULTIMATE FINISHED GRADE. CONSULT WITH CITY FOR PROPER PHYSICAL PROTECTION AND/OR SIGNING AND STRIPING ADJACENT TO ANY STREET LIGHTS INSTALLED IN THEIR ULTIMATE LOCATIONS THAT ARE NOT PROTECTED BY A VERTICAL CURB. BERM AND COMPACT EARTH TO FINISHED GRADE A MINIMUM OF 5' AROUND STREET LIGHT BASES AT THESE LOCATIONS.
20. CONTACT U.S.A. (2) FULL WORKING DAYS PRIOR TO STARTING WORK IF EXISTING UTILITIES CONFLICT WITH POLE LOCATION, FIELD ADJUST TO CLEAR EXISTING UTILITIES A MINIMUM OF 3'-0".
21. STREET LIGHT CONDUIT BENDS SHALL HAVE A MINIMUM 18" RADIUS. UNLESS OTHERWISE SHOWN ON THE PLANS, NO BEND SHALL BE INSTALLED IN THE STREET LIGHT SYSTEM WITHOUT PRIOR APPROVAL OF THE CITY INSPECTOR.
22. ALL BOXES ARE TO BE INSTALLED WITHIN THE R/W AND/OR P.U.E. AREA.
23. ALL FIXTURES TO MATCH THE COLOR AND MATERIALS BOOKLET BY AT DESIGNS.



120/240 VOLT WIRING DIAGRAM
SEE GENERAL NOTE #4
NOT TO SCALE

FOR REVIEW ONLY

813 First Street
Brentwood, CA 94513
(925) 240-2595
(925) 240-7013 fax
www.tarrar.com

TARRAR UTILITY CONSULTANTS

- Planning
- Design
- Estimating
- Joint Trench
- Street Lighting
- Fiber Optic
- T-24
- PG&E Gas Design
- PG&E Elec Design
- M.E.P. Design
- Cost Analysis
- Due Diligence

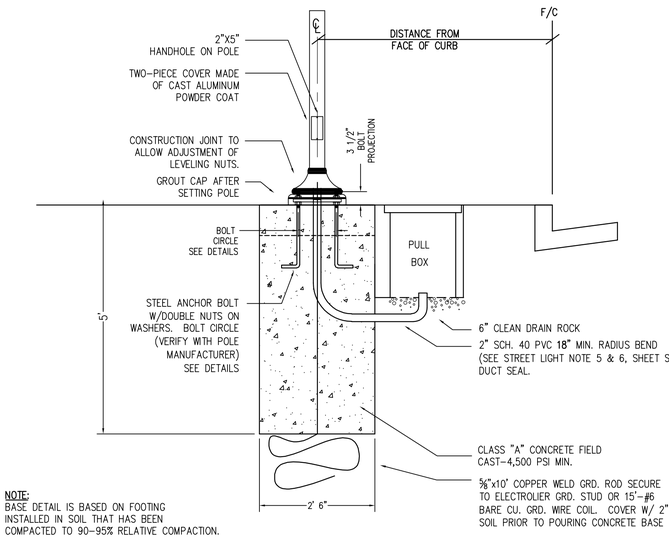
STREET LIGHTING GENERAL NOTES AND DETAILS
ROBSON HOMES
CEDAR BOULEVARD HOMES
NEWARK, CALIFORNIA

NO.	REVISIONS	BY	DATE

DATE: OCTOBER 2020	DATE LAST WORKED ON: 6/30/2022
SCALE: NOT TO SCALE	DRAWN: SM / CHECKED: KT
JOB NO.: 219050	PRELIMINARY NOT FOR CONSTRUCTION
INTENT TO CONSTRUCT	

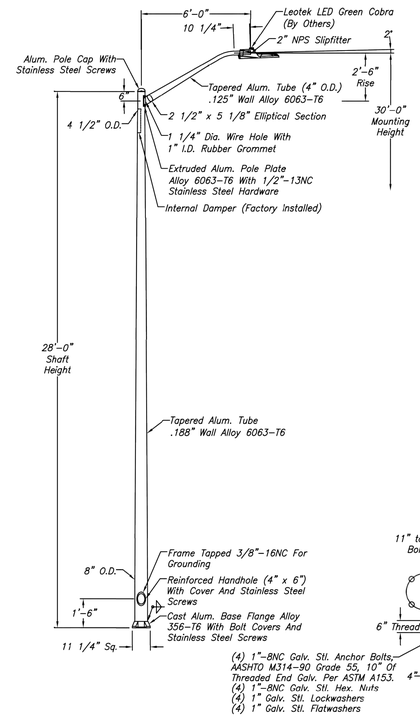
811 CALL BEFORE YOU DIG UNDERGROUND SERVICE ALERT

SHEET SL1 OF SL5 SHEETS



NOTE:
BASE DETAIL IS BASED ON FOOTING INSTALLED IN SOIL THAT HAS BEEN COMPACTED TO 90-95% RELATIVE COMPACTION.

1 / SL2 **STREET LIGHT FOUNDATION DETAIL**
NOT TO SCALE



B21-585

NO.	REVISIONS	DATE

WARNING: DO NOT INSTALL LIGHTING POLES WITHOUT LUMINAIRES

hapco
Abingdon, Va.

TITLE RTA30DBB4M16-01
CUSTOMER City of Newark
SCALE 32 DATE 05/23/2017
BY TNB DWG. NO.
CHK'D B21-585

3 / SL2 **PUBLIC STREET LIGHT DETAIL**
NOT TO SCALE

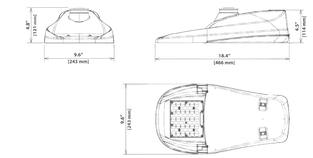
LEOTEK LITE-ON GROUP

GreenCobra™ Jr. LED Street Light
GCJ J-Series Specification Data Sheet

Project: Cedar Blvd. - City of Newark
Type: 4 distribution, 3000K, 64 watts, 8,960 lumens
Catalog No.: GCJ3-30J-MV-30K-4-GY-090-FOC-PCR7-CR-WL

Luminaire Data

Weight 7.7 lbs [3.5 kg]
EPA 0.39 ft²



Ordering Information

GCJ3	30J	MV	30K	4	GY	090	FOC-PCR7-CR-WL
Model*	LED Code	Voltage	Color Temperature	Distribution	Finish[1]	Output Code[2]	Options
GCJ1* GCJ2* GCJ3*	30J	MV 120-277V HV 347-480V	27K 2700K 30K 3000K 40K 4000K 50K 5000K	2R Type 2 3R Type 3R 3F Type 3F 4 Type 4 5 Type 5	GY Gray DB Dark Bronze BK Black	Refer to Page 3 to select the performance code.	FOC[3] Fixed Output Code LPCR Less Photocontrol Receptacle PCR7[4] ANSI 7-wire Photocontrol Receptacle PCR7-CR[5] Control Ready 7-wire PC Receptacle MSL3 Motion Sensor, L3 Lens MSL7 Motion Sensor, L7 Lens WL[6] Utility Wattage Label 4B 4-Bolt Mounting Bracket RWG[7] Rubber Wildlife Guard SWTB Straight Wire Terminal Block BBL Bubble Level DSC Door Safety Cable CF[8] Coastal Paint Finish SP2[9] Extreme Surge Protection, 20KV/10KA, Fail-to-on LSSP2[9] Extreme Surge Protection, Fail-to-off, 20kV/10kA Rating

* Refer to performance data table on page 3 for specific model with corresponding output code

Notes:
1 Gray, Black, and Dark Bronze standard. Consult factory for other finishes. See page 2 for RAL codes of Standard finishes.
2 Specified output code is the factory set lumen performance. Refer to performance data table on page 3 of this spec sheet. Field adjustable output selector enables fixture to be changed in the field to adjust light output for local conditions (not available with Fixed Output Code, FOC) or PCR7-CR option. Consult factory if wattage limits require a special drive current.
3 Non-field adjustable, fixed output code. Specify required output code. Not available with PCR7-CR option.
4 Includes output selector that enables field adjustability of light levels. Includes connectors to allow easy upgrade of wireless dimming via PCR7. Wireless node by others.
5 Control-ready wired at factory for wireless node dimming (node by others). Output selector not included in the fixture. Not able to adjust above specified output code.
6 Specify the CF Option for coastal installation. See warranty for details.
7 Standard surge protection, 10kV/5kA, fail-to-on, meets enhanced surge protection based on ANSI C136.25-2015 3-part test.
8 Flush mounted house side shield. Shield cuts light off at 1 mounting height behind luminaire. Gray frame with black louvres.
9 Flush mounted cul-de-sac shield. Shield cuts light off at 1 mounting height behind luminaire and 2 times the mounting height on either side of luminaire. Gray frame with black louvres.
10 Flush mounted front side shield cuts light off at approximately 1½ mounting height in front of luminaire (street side). Gray frame with black louvres.
11 Specify Color (GY, DB, BK). Refer to Leotek web site for specific mounting details and drawings at https://leotek.com/lighting-library/
12 Specify MV (120-277V) or HV (347-480V).

Accessories[1]

HSSJGCJ[2]	House Side Shield, Snap-On*
CSSJGCJ[2]	Cul-De-Sac Side Shield, Snap-On*
FSSJGCJ[2,3]	Front Side Shield, Snap-On*
SPB[3]	Square Pole Horizontal Arm Bracket
RPB[3]	Round Pole Horizontal Arm Bracket
PTB[3]	Pole Top Tenon Horizontal Arm Bracket
PTB2[3,5]	Pole Top Tenon Horizontal Arm Bracket (2@180°)
VB[3]	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
LLPC[3,7]	Long-Life Twist Lock Photocontrol
SC	Twist Lock Shorting Cap

* Unless specified for field installation, Shields and Shorting Caps are shipped installed. All other options are shipped separately.

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LEOTEK LITE-ON GROUP

GreenCobra™ Jr. LED Street Light
GCJ J-Series Specification Data Sheet

Performance Data: 2700K (27K)
All data nominal. IES files for all CCTs available at leotek.com.

Product	LED Code	Output Code	System Wattage (W)	Delivered Lumens (Lm)[1]	Efficacy (Lm/W)	System Drive Current (mA)[2]	Field Adjustable Output Range
GCJ1	30J	025	17	2397	141	250	↑
		035	26	3692	142	420	
		040	30	4140	138	480	
		045	34	4742	139	530	↓
GCJ2	30J	050	37	5291	143	590	↑
		060	44	6229	141	700	↓
GCJ3	30J	065	49	6734	137	780	↑
		075	54	7398	137	860	
		080	58	7830	135	930	
		085	64	8448	132	990	
		090	67	8813	132	1050	↓

Notes:
1. Nominal lumens. Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures.
2. System drive current values (maximum LED drive current is 350mA).

Performance Data: 3000K (30K)
All data nominal. IES files for all CCTs available at leotek.com.

Product	LED Code	Output Code	System Wattage (W)	Delivered Lumens (Lm)[1]	Efficacy (Lm/W)	System Drive Current (mA)[2]	Field Adjustable Output Range
GCJ1	30J	025	17	2533	149	250	↑
		040	27	4058	152	420	
		045	30	4560	152	480	
		050	34	5223	154	530	↓
GCJ2	30J	055	37	5550	150	590	↑
		065	44	6425	146	700	↓
GCJ3	30J	070	49	7062	145	780	↑
		075	54	7722	143	860	
		080	58	8236	142	930	
		090	64	8960	140	990	
		095	67	9380	140	1050	↓

Notes:
1 Nominal lumens. Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures.
2. System drive current values (maximum LED drive current is 350mA).

Performance Data: 4000K (40K) and 5000K (50K)
All data nominal. IES files for all CCTs available at leotek.com.

Product	LED Code	Output Code	System Wattage (W)	Delivered Lumens (Lm)[1]	Efficacy (Lm/W)	System Drive Current (mA)[2]	Field Adjustable Output Range
GCJ1	30J	025	17	2669	157	250	↑
		045	27	4299	161	420	
		050	30	4830	161	480	
		055	34	5532	163	530	↓
GCJ2	30J	060	37	5883	159	590	↑
		070	44	6864	156	700	↓
GCJ3	30J	075	49	7256	149	780	↑
		080	54	7992	148	860	
		085	58	8468	146	930	
		090	64	9216	144	990	
		095	67	9648	144	1050	↓

Notes:
1 Nominal lumens. Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures.
2. System drive current values (maximum LED drive current is 350mA).

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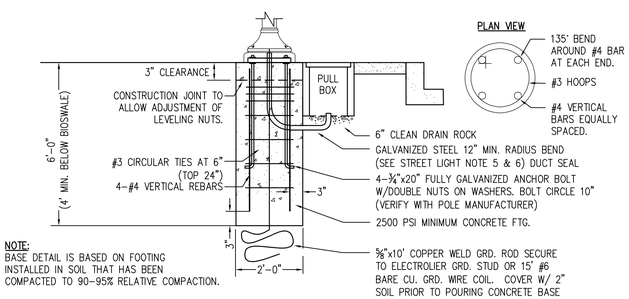
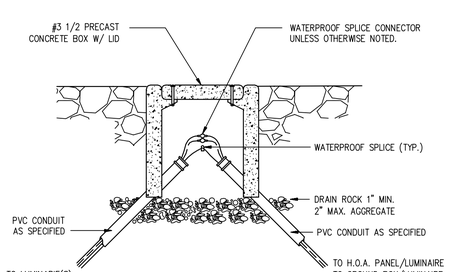
4 / SL2 **PUBLIC LUMINAIRE DETAIL**
NOT TO SCALE

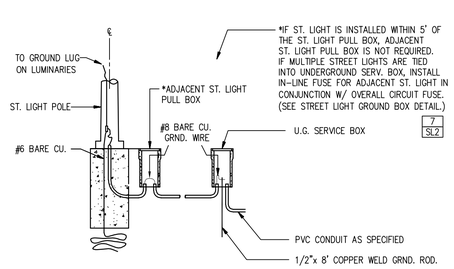


NOTE:
BASE DETAIL IS BASED ON FOOTING INSTALLED IN SOIL THAT HAS BEEN COMPACTED TO 90-95% RELATIVE COMPACTION.

2 / SL2 **STREET LIGHT FOOTING DETAIL AT BIOSWALE (CAGE)**
NOT TO SCALE

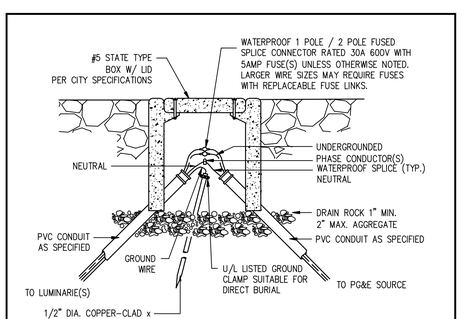


5 / SL2 **STREET LIGHTING PULL BOX DETAIL**
NOT TO SCALE



*IF ST. LIGHT IS INSTALLED WITHIN 5' OF THE ST. LIGHT PULL BOX, ADJACENT ST. LIGHT PULL BOX IS NOT REQUIRED. IF MULTIPLE STREET LIGHTS ARE TIED INTO UNDERGROUND SERV. BOX, INSTALL IN-LINE FUSE FOR ADJACENT ST. LIGHT IN CONJUNCTION W/ OVERALL CIRCUIT FUSE. (SEE STREET LIGHT GROUND BOX DETAIL.) 7 / SL2

6 / SL2 **PUBLIC STREET LIGHTING GROUNDING DETAIL**
NOT TO SCALE



7 / SL2 **PUBLIC STREET LIGHT GROUND BOX DETAIL**
NOT TO SCALE

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813 First Street
Brentwood, CA 94513
(925) 240-2595
(925) 240-7013 fax
www.tarrar.com

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- Cost Analysis
- Due Diligence

STREET LIGHTING GENERAL NOTES AND DETAILS
ROBSON HOMES
CEDAR BOULEVARD HOMES
NEWARK, CALIFORNIA
Cedar Blvd - 00

NO.	REVISIONS	BY	DATE

DATE: OCTOBER 2020 | DATE LAST WORKED ON: 6/30/2022
SCALE: NOT TO SCALE | DRAWN: SM | CHECKED: KT
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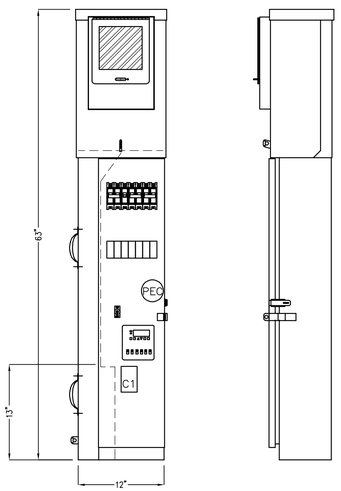
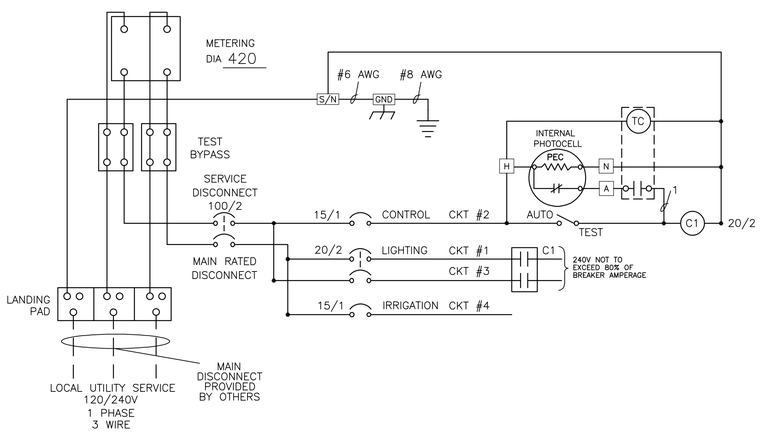
SHEET SL2 OF SL5 SHEETS

LIGHTING AND IRRIGATION



FRONT VIEW RIGHT SIDE



NOTE: LOAD CURRENT FOR ALL BREAKERS NOT TO EXCEED 80% OF BREAKER AMPERAGE

SERVICE EQUIPMENT WIRING DIAGRAM

TESCO CONTROLS INC.
914 360-0650
SACRAMENTO, CA.
I-
26-100
INDUSTRIAL CONTROL PANEL

VOLTAGE	PHASE	WIRES	MAINS AMPERES	HZ
120/240	1	3	100	60

SUITABLE FOR USE ON A CIRCUIT CAPABLE OF DELIVERING NOT MORE THAN

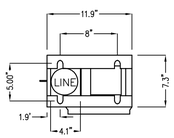
AMPERES	AT	VOLTAGE
10,000	RMS SYM.	240 V

METER SOCKET RATING 100 A. CONT.
ENCLOSURE TYPE 3R

SUITABLE ONLY FOR USE AS SERVICE EQUIPMENT

ENCLOSURE CONSTRUCTION NOTES

1. EXTERIOR 12 GA. H.D. GALV. STEEL AND INTERIOR 14 GA. COLD ROLLED STEEL ELECTRICALLY WELDED AND REINFORCED WHERE REQUIRED.
2. CONSTRUCTION WILL BE NEMA 3R, RAINTIGHT.
3. ALL NUTS, BOLTS AND SCREWS WILL BE STAINLESS STEEL.
4. NUTS, BOLTS & SCREWS WILL NOT BE VISIBLE FROM OUTSIDE OF ENCLOSURE.
5. NAMEPLATES WILL BE PROVIDED AS REQUIRED.
6. CONTROL WIRING WILL BE MARKED AT BOTH ENDS BY PERMANENT WIRE MARKERS.
7. A PLASTIC COVERED WIRING DIAGRAM WILL BE ATTACHED TO THE INSIDE OF THE FRONT DOOR.
8. ENCLOSURE WILL BE FACTORY WIRED AND CONFORM TO REQUIRED NEMA AND UL 508A STANDARDS.
9. COLOR TO BE: RANCH GREEN



BASE PLAN

1	METERED SERVICE PEDESTAL
SL3	100A 120/240V 1ø 3W MAIN BRKR. TYPE III WITH TIME CLOCK AND P.E.C. OR APPROVED EQUAL.

CONTACT TESCO
916-395-8800
FOR ORDERING DETAIL

SINGLE PHASE

PROJECT: CEDAR BOULEVARD HOMES — PANEL - METERED SERVICE PEDESTAL

SERVICE	LOAD LTG	LOAD REC	LOAD DED	LOAD MOT	CB		A	B	CB		LOAD LTG	LOAD REC	LOAD DED	LOAD MOT	SERVICE
STREET LIGHTING	0.083				1	20	1	2	1	15			0.3		LIGHTING CONTROL
STREET LIGHTING	0.083						3	4	1	15			0.3		IRRIGATION
SPACE							5	6							SPACE
SPACE							7	8							SPACE
SPACE							9	10							SPACE
SPACE							11	12							SPACE
SPACE							13	14							SPACE
SPACE							15	16							SPACE
SPACE							17	18							SPACE
SPACE							19	20							SPACE
TOTALS	0.165												0.6		TOTALS

VOLTS: 120/240, 1PH, 3W MTG:
SCA: 10,000
MAINS: 100 AMP
(24KVA = 100A)

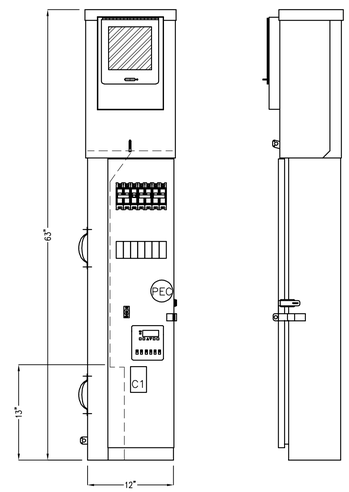
CAPACITY: 100A
USED: 4.23A
FUTURE: 95.77A

LIGHTING: 0.165 (125%) 0.207
RECEPTS: –
DEDICATED: 0.6
MOTORS: –
TOTAL: 0.807 KVA = 4.23A

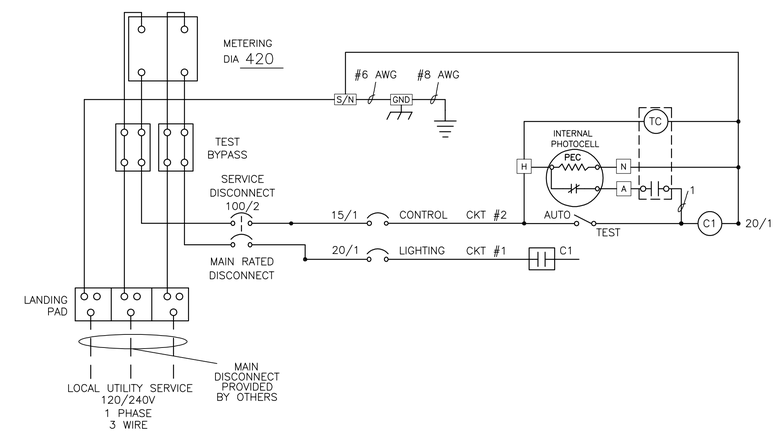
VOLTAGE DROP CALCULATIONS

LOCATION	DISTANCE	LOAD WATT	LOAD VOLT/AMP	VOLTAGE 120/240	WIRE SIZE	% VOLTAGE DROP	CIRCUIT #
FROM PEDESTAL NEAR LOT 61 TO STREET LIGHTS TO THE LEFT OF THE PEDESTAL	285'	74	83	120	#8	0.25	A
FROM PEDESTAL NEAR LOT 61 TO STREET LIGHTS TO THE RIGHT OF THE PEDESTAL	230'	74	83	120	#8	0.20	B
FROM PEDESTAL NEAR LOT 29 TO STREET LIGHTS ON STREET A & STREET B	718'	185	206	120	#8	1.57	A

LIGHTING



FRONT VIEW RIGHT SIDE



NOTE: LOAD CURRENT FOR ALL BREAKERS NOT TO EXCEED 80% OF BREAKER AMPERAGE

SERVICE EQUIPMENT WIRING DIAGRAM

TESCO CONTROLS INC.
914 360-0650
SACRAMENTO, CA.
I-
26-100
INDUSTRIAL CONTROL PANEL

VOLTAGE	PHASE	WIRES	MAINS AMPERES	HZ
120/240	1	3	100	60

SUITABLE FOR USE ON A CIRCUIT CAPABLE OF DELIVERING NOT MORE THAN

AMPERES	AT	VOLTAGE
10,000	RMS SYM.	240 V

METER SOCKET RATING 100 A. CONT.
ENCLOSURE TYPE 3R

SUITABLE ONLY FOR USE AS SERVICE EQUIPMENT

ENCLOSURE CONSTRUCTION NOTES

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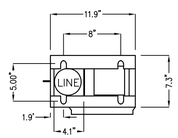
8. ENCLOSURE WILL BE FACTORY WIRED AND CONFORM TO REQUIRED NEMA AND UL 508A STANDARDS.
9. COLOR TO BE: RANCH GREEN



BASE PLAN

2	METERED SERVICE PEDESTAL
SL3	100A 120/240V 1ø 3W MAIN BRKR. TYPE III WITH TIME CLOCK AND P.E.C. OR APPROVED EQUAL.

CONTACT TESCO
916-395-8800
FOR ORDERING DETAIL

SINGLE PHASE

PROJECT: CEDAR BOULEVARD HOMES — PANEL - METERED SERVICE PEDESTAL

SERVICE	LOAD LTG	LOAD REC	LOAD DED	LOAD MOT	CB		A	B	CB		LOAD LTG	LOAD REC	LOAD DED	LOAD MOT	SERVICE
STREET LIGHTING	0.206				1	20	1	2	1	15			0.3		LIGHTING CONTROL
SPACE							3	4							SPACE
SPACE							5	6							SPACE
SPACE							7	8							SPACE
SPACE							9	10							SPACE
SPACE							11	12							SPACE
SPACE							13	14							SPACE
SPACE							15	16							SPACE
SPACE							17	18							SPACE
SPACE							19	20							SPACE
TOTALS	0.206												0.3		TOTALS

VOLTS: 120/240, 1PH, 3W MTG:
SCA: 10,000
MAINS: 100 AMP
(24KVA = 100A)

CAPACITY: 100A
USED: 4.65A
FUTURE: 95.35A

LIGHTING: 0.206 (125%) 0.258
RECEPTS: –
DEDICATED: 0.3
MOTORS: –
TOTAL: 0.558 KVA = 4.65A

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- PG&E Gas Design
- PG&E Elec Design
- M.E.P. Design
- Cost Analysis
- Due Diligence

STREET LIGHTING GENERAL NOTES AND DETAILS
ROBSON HOMES
CEDAR BOULEVARD HOMES
NEWARK, CALIFORNIA

NO.	REVISIONS	BY	DATE

DATE: OCTOBER 2020 | DATE LAST WORKED ON: 6/30/2022
SCALE: NOT TO SCALE | DRAWN: SM | CHECKED: KT
JOB NO.: 219050
PRELIMINARY NOT FOR CONSTRUCTION
INTENT TO CONSTRUCT

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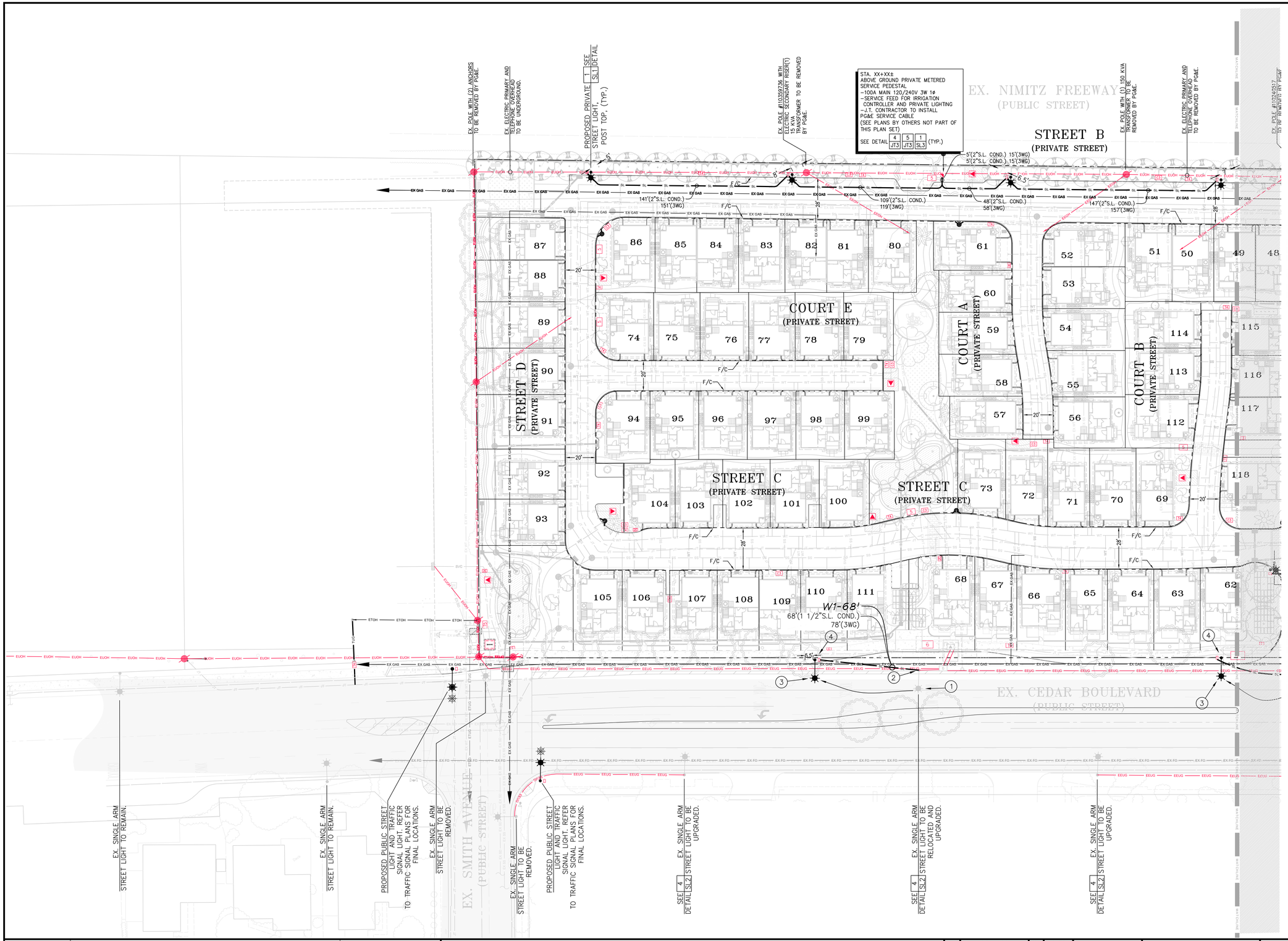
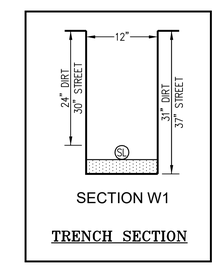
SHEET SL3 OF SL5 SHEETS



LEGEND KEY

1. REMOVE EXISTING STREET LIGHT & BASE. BASE REMOVAL IS PER CITY SPECIFICATIONS.
2. EXISTING STREET LIGHT SPLICE BOX TO BE REMOVED AT STEP 4 AFTER INSTALLATION IS COMPLETE. CONTRACTOR TO REMOVE STREET LIGHT CONDUCTORS TO EXISTING POLE, CUT AND CAP EXISTING CONDUIT.
3. INSTALL NEW SINGLE ARM, COBRA HEAD LED. STREET LIGHT EQUIVALENT TO A 65W LED STREET LIGHT WITH BASE AND ADJACENT SPLICE BOX COMPLETE.
4. TRENCH AND INSTALL 2" SCH. 40 PVC STREET LIGHT CONDUIT FROM EXISTING STREET LIGHT SPLICE BOX TO NEW STREET LIGHT SPLICE BOX. REMOVE EXISTING SPLICE BOX AFTER INSTALLATION OF NEW SPLICE BOX AND CONNECTION IS COMPLETE.

NOTE: EXISTING STREET LIGHT CIRCUITRY IS UNKNOWN, THEREFORE VOLTAGE DROP CALCULATIONS AND WIRE SIZING WILL NEED TO BE FIELD DESIGNED BY THE CONTRACTOR. RELATED STREET LIGHT FACILITIES ARE TO REMAIN OPERATIONAL WITH MODIFICATIONS AS REQUIRED. CONTRACTOR TO INSTALL FACILITIES MINIMIZING "DOWN TIME" OF AREA LIGHTING.



SECTION W1

TRENCH SECTION

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- PG&E Elec Design
- M.E.P. Design
- Cost Analysis
- Due Diligence

STREET LIGHTING SITE PLAN

ROBSON HOMES
CEDAR BOULEVARD HOMES
NEWARK, CALIFORNIA

NO.	REVISIONS	BY	DATE

DATE: OCTOBER 2020 | DATE LAST WORKED ON: 8/11/2022
SCALE: 1" = 30' | DRAWN: SM | CHECKED: KT
JOB NO.: 219050
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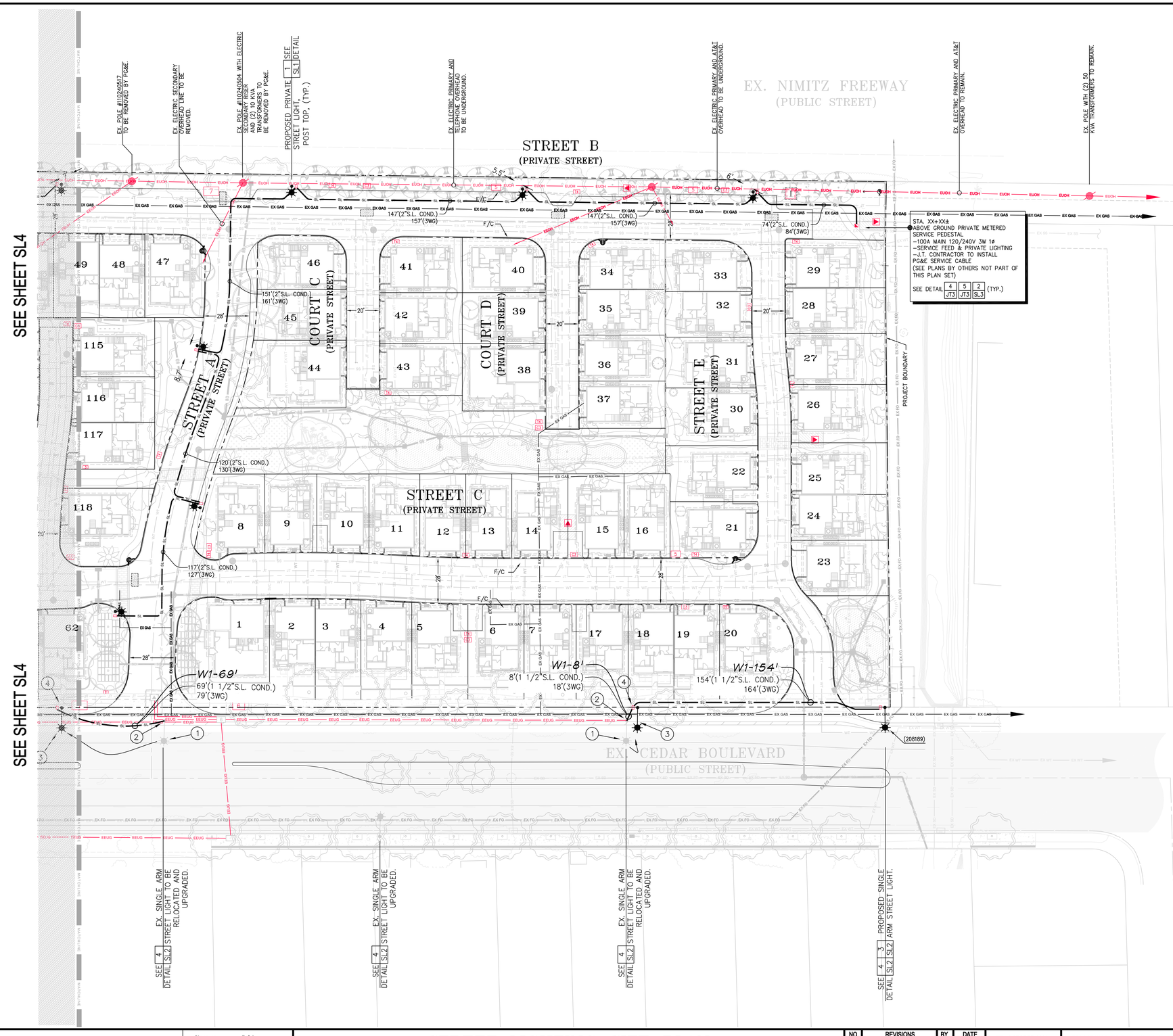
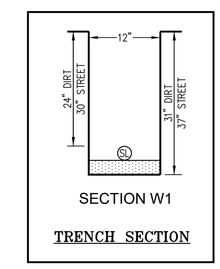
SHEET SL4 OF SL5 SHEETS



LEGEND KEY

1. REMOVE EXISTING STREET LIGHT & BASE. BASE REMOVAL IS PER CITY SPECIFICATIONS.
2. EXISTING STREET LIGHT SPLICE BOX TO BE REMOVED AT STEP 4 AFTER INSTALLATION IS COMPLETE. CONTRACTOR TO REMOVE STREET LIGHT CONDUCTORS TO EXISTING POLE, CUT AND CAP EXISTING CONDUIT.
3. INSTALL NEW SINGLE ARM, COBRA HEAD LED. STREET LIGHT EQUIVALENT TO A 65W LED STREET LIGHT WITH BASE AND ADJACENT SPLICE BOX COMPLETE.
4. TRENCH AND INSTALL 2" SCH. 40 PVC STREET LIGHT CONDUIT FROM EXISTING STREET LIGHT SPLICE BOX TO NEW STREET LIGHT SPLICE BOX. REMOVE EXISTING SPLICE BOX AFTER INSTALLATION OF NEW SPLICE BOX AND CONNECTION IS COMPLETE.

NOTE: EXISTING STREET LIGHT CIRCUITRY IS UNKNOWN, THEREFORE VOLTAGE DROP CALCULATIONS AND WIRE SIZING WILL NEED TO BE FIELD DESIGNED BY THE CONTRACTOR. RELATED STREET LIGHT FACILITIES ARE TO REMAIN OPERATIONAL WITH MODIFICATIONS AS REQUIRED. CONTRACTOR TO INSTALL FACILITIES MINIMIZING "DOWN TIME" OF AREA LIGHTING.



SECTION W1

TRENCH SECTION

0 15 30 60

SCALE: 1" = 30'

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STREET LIGHTING SITE PLAN

ROBSON HOMES
CEDAR BOULEVARD HOMES
NEWARK, CALIFORNIA

NO.	REVISIONS	BY	DATE

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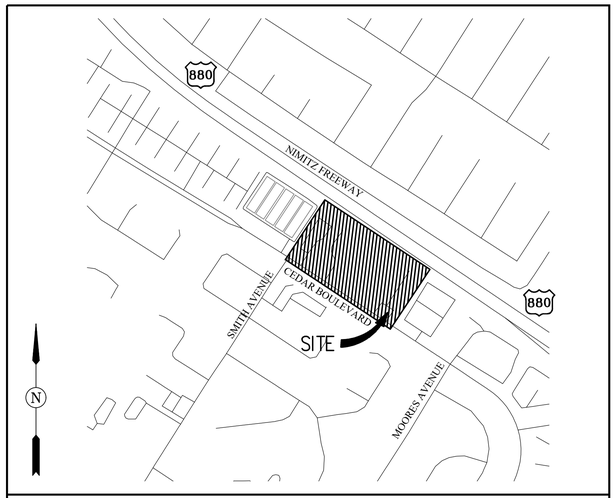
SHEET SL5 OF SL5 SHEETS

ROBSON HOMES
CEDAR BOULEVARD HOMES
NEWARK, CALIFORNIA



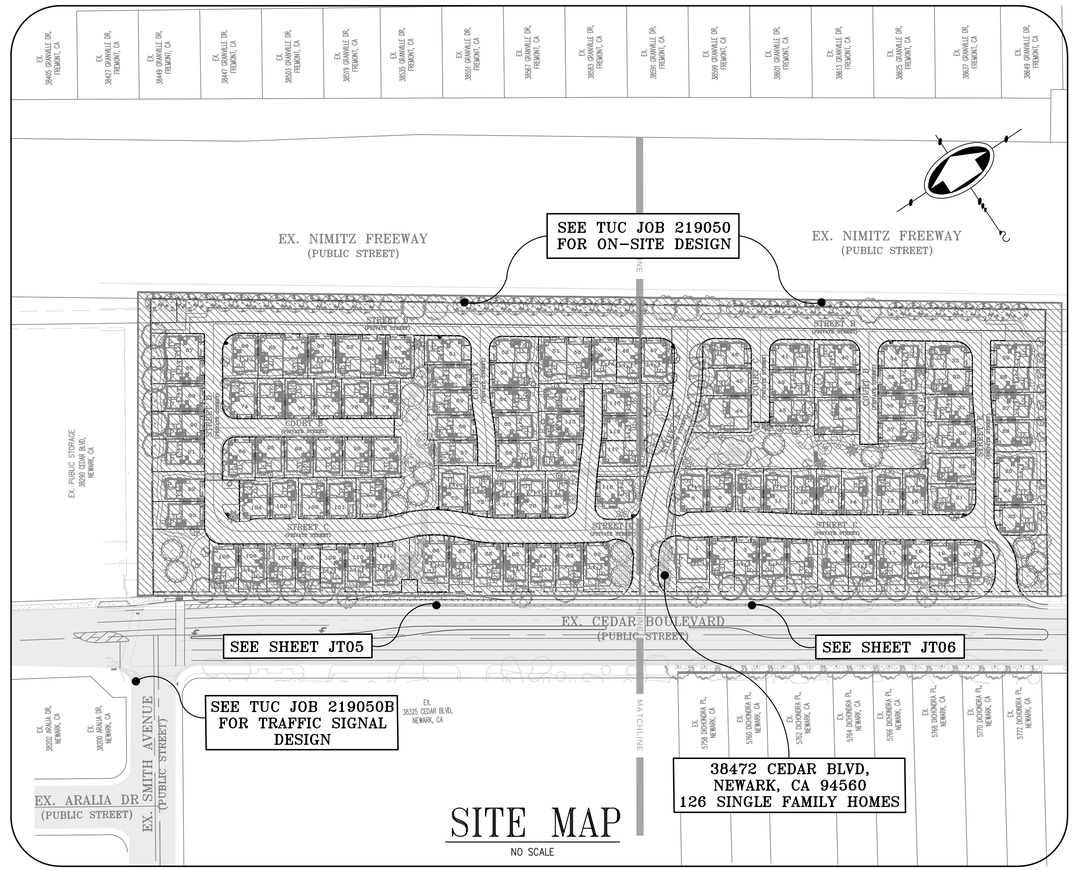
VICINITY MAP
NOT TO SCALE

SHEET INDEX

SHEET NO.	DESCRIPTION
JT01	JOINT TRENCH COMPOSITE TITLE SHEET
JT02	JOINT TRENCH GENERAL NOTES AND DETAILS
JT03	JOINT TRENCH DETAILS
JT04	JOINT TRENCH SECTIONS AND DETAILS
JT05 - JT06	JOINT TRENCH COMPOSITE PLANS

2,244 L.F. OF JOINT TRENCH SHALL BE INSTALLED WITH THIS JOINT TRENCH PLAN SET

1 OVERHEAD TO UNDERGROUND CONVERSION



SITE MAP
NO SCALE

LEGEND

- JT — PROPOSED JOINT TRENCH
- SVC — PROPOSED JOINT TRENCH SERVICE
- GAS — PROPOSED GAS
- EX GAS — EXISTING GAS
- EX FO — EXISTING FIBER OPTIC
- ECUG — EXISTING UNDERGROUND CATV LINES
- EEUG — EXISTING UNDERGROUND ELECTRIC LINES
- EUUG — EXISTING UNDERGROUND UTILITY LINES
- EUOH — EXISTING OVERHEAD UTILITY LINES
- DESIGNATES UTILITY LINES TO BE REMOVED
- EXISTING PRIMARY SPLICE BOX
- EXISTING SECONDARY SPLICE BOX
- EXISTING PG&E 1ø, PAD MOUNT TRANSFORMER PAD SIZE–50" x 52"
- JOINT/UTILITY POLE
- EXISTING JOINT/UTILITY POLE
- EXISTING ELECTROLIER, SINGLE ARM
- EXISTING CATV SPLICE BOX
- PROPOSED CONTROLLER CABINET BOX
- PROPOSED SERVICE CABINET BOX
- METER SERVICE PEDESTAL
- PROPOSED PG&E PAD MOUNT TRANSFORMER, 50"x52" CONCRETE PAD SIZE.
- I — 74"x76" PG&E PAD MOUNT INTERRUPTER (I–9)
- 7 — PROPOSED PG&E BOX 4'6"x8'6"x6'
- T5 — TELEPHONE SERVICE BOX, 36" x 60" x 48"
- T4 — TELEPHONE SERVICE BOX, 30" x 48" x 34"
- C — PROPOSED CATV SPLICE BOX, 17" x 30" x 18"
- C3 — PROPOSED CATV SPLICE BOX, 48" x 30" x 12"
- XX–X' — JOINT TRENCH LABEL, XX INDICATES SECTION NUMBER– X' INDICATES TRENCH SECTION LENGTH
- X — PG&E SKETCH LOCATION NUMBER

TARRAR UTILITY REP.:	KHALID TARRAR	JOB NO.	219050A & B	PHONE NO.	(925) 240-2595
DEVELOPER:	DOMINIC BOITANO	JOB NO.	219050A & B	PHONE NO.	(405) 423-7149
PG&E ELECTRIC COORDINATOR:	ANNIE TRAN	JOB NO.	PM#35223357	PHONE NO.	(925) 373-2605
PG&E GAS COORDINATOR:	-	JOB NO.	PM# 35342814	PHONE NO.	-
TELEPHONE REP.:	DANIEL LAGUNA	JOB NO.	-	PHONE NO.	(408) 635-8829
CABLE T.V. REP.:	FAHIM KHALIKI	JOB NO.	-	PHONE NO.	(707) 816-1282

FILES STATUS

DESCRIPTION:	BY:	DATE:	STATUS:
CIVIL PLANS (ELECTRONIC FILE)	RUGGERI-JENSEN-AZAR	06-29-2022	R
ARCHITECTURAL PLANS (ELECTRONIC FILE)	ROBSON HOMES	06-29-2022	R
LANDSCAPE PLANS (ELECTRONIC FILE)	DESIGN FOCUS	04-15-2022	R
GAS DESIGN	TARRAR UTILITY CONSULTANTS	-	-
ELECTRIC DESIGN	TARRAR UTILITY CONSULTANTS	06-08-2022	F
TELEPHONE INTENT REPLY	AT&T	03-10-2022	R
CATV INTENT REPLY	COMCAST	04-07-2022	R
STREET LIGHT PLANS – PUBLIC	TARRAR UTILITY CONSULTANTS	07-06-2022	SS
STREET LIGHT PLANS – PRIVATE	TARRAR UTILITY CONSULTANTS	07-06-2022	SS
SOILS REPORT	-	-	-

A = APPROVED • ANS = APPROVED NOT SIGNED • NA = NOT APPROVED • F = FIRST SUBMITTAL • SS = SECOND SUBMITTAL • R = RECEIVED

TARRAR UTILITY CONSULTANTS
APPROVED FOR SUBMITTAL
HAIDER KAMMOONAH
QUALIFIED APPLICANT DESIGN ENGINEER

COMPOSITE DRAWING BY DEVELOPER

Estimate # _____

Approved _____ Gas ADE _____ Date

Approved _____ Electric ADE _____ Date

PG & E is not responsible for the accuracy of the specifications shown on this drawing.

DEVELOPER
PLEASE NOTE AND SIGN

ALL PG&E ENCLOSURES AND BOXES HAVE BEEN SET TO GRADE ACCORDING TO GRADE STAKES PROVIDED BY DEVELOPERS ENGINEER. ALL COSTS TO RELOCATE OR READJUST BOXES AT A LATER DATE WILL BE BILLED TO THE DEVELOPER. PLEASE HAVE YOUR JOB SUPT. VERIFY THE CORRECT GRADE OF ALL ENCLOSURES AND BOXES, AND SIGN AND DATE DRAWING. THANK YOU

SIGNED _____ DATE _____

COMPOSITE DRAWING BY DEVELOPER

Approved _____ Telephone representative _____ Date

Approved _____ CATV representative _____ Date

813 First Street
Brentwood, CA 94513
(925) 240-2595
(925) 240-7013 fax
www.tarrar.com

TARRAR UTILITY CONSULTANTS

- Planning
- Design
- Estimating
- Joint Trench
- Street Lighting
- Fiber Optic
- T-24
- PG&E Gas Design
- PG&E Elec Design
- M.E.P. Design
- Cost Analysis
- Due Diligence

JOINT TRENCH COMPOSITE TITLE SHEET
ROBSON HOMES
CEDAR BOULEVARD HOMES–RULE 20
NEWARK, CALIFORNIA

NO.	REVISIONS	BY	DATE
1	Planned Development Permit	TD	4/10/2022

DATE: OCTOBER 2020 | DATE LAST WORKED ON: 7/29/2022
SCALE: NOT TO SCALE | DRAWN: MLARA | CHECKED: ML
JOB NO.: 219050A&B

811 CALL BEFORE YOU DIG UNDERGROUND SERVICE ALERT

REGISTERED PROFESSIONAL ENGINEER ABHULLAH ZAKI 2946 CIVIL STATE OF CALIFORNIA

SHEET JT01 OF JT06 SHEETS

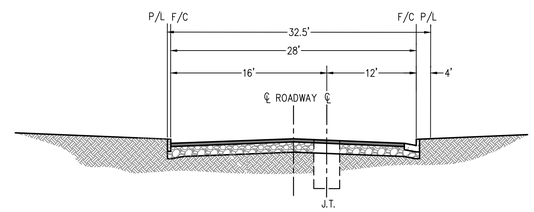
PROJECT NOTES:

1. FIELD ADJUST SERVICES TO MINIMIZE INTERFERENCE WITH EXISTING FACILITIES (TYPICAL).
2. CONTRACTOR SHALL PERFORM ALL TRENCHING, EXCAVATING, BACKFILLING AND OTHER WORK AS SHOWN OR NOTED ON PLANS, AND AS SPECIFIED ON UTILITY BID DOCUMENTS.
3. FIELD ADJUST SPLICE BOXES TO KEEP CLEAR OF SIDEWALK, DRIVEWAYS AND EXISTING FACILITIES (TYPICAL).
4. A 3 FOOT LEVEL WORKING AREA MUST BE MAINTAINED AROUND ALL ELECTRIC ENCLOSURES. PRIOR TO ENERGIZING THE SYSTEM, THE ELECTRIC UTILITY COMPANY INSPECTOR WILL DETERMINE IF RETAINING WALLS ARE REQUIRED TO MEET MINIMUM CLEARANCE BETWEEN ENCLOSURES AND THE TOPS OR TOES OF SLOPES. IF RETAINING WALLS ARE REQUIRED, THE DEVELOPER AND/OR CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS FROM THE CITY/COUNTY BUILDING DEPARTMENT PRIOR TO WALL CONSTRUCTION.
5. TRANSITION TO VAULTS FROM TRENCH NOT SHOWN, SEE TRANSITION DETAIL SHEET **JT3** (TYPICAL).
6. CONTRACTOR SHALL PLACE ALL UTILITY SPLICE BOXES, ENCLOSURES & CONDUIT IN PROPER RELATIONSHIP TO FINAL GRADE (SHOWN SCHEMATICALLY).
7. ALL PG&E, TELEPHONE, CABLE T.V. AND FIBER OPTIC BOXES AND JOINT TRENCH FACILITIES ARE TO MAINTAIN A MINIMUM OF 3' SEPARATION FROM SEWER, WATER LATERALS AND DRIVEWAYS.
8. CONTRACTOR SHALL COORDINATE ALL CONNECTIONS BETWEEN PROPOSED AND EXISTING FACILITIES AS DIRECTED BY THE RESPECTIVE UTILITY COMPANY INSPECTOR. UTILITY COMPANY PERSONNEL SHALL MAKE ALL "HOT TIE-INS"; THE CONTRACTOR IS PROHIBITED FROM WORKING IN ANY ENERGIZED FACILITIES.
9. THE CONTRACTOR SHALL OBTAIN THE APPROPRIATE STREET EXCAVATION AND ENCROACHMENT PERMIT(S) FROM THE CITY/COUNTY PRIOR TO STARTING WORK IN THE PUBLIC STREET AREA.
10. FIELD LOCATE JOINT TRENCH FACILITIES TO KEEP CLEAR OF SERVICE LATERALS. SERVICE LATERALS TO BE ROUTED TO AVOID SPLICE BOX (ADDITIONAL P.U.E MAY BE REQUIRED).
11. RESPECTIVE UTILITY COMPANY TO OBTAIN CITY APPROVAL OF ALL ABOVE GROUND EQUIPMENT.
12. UNLESS OTHERWISE SHOWN ON THE PLANS, NATURAL BENDS SHALL BE USED FOR ALL CONDUIT EXCEPT STREET LIGHT CONDUIT.
13. INCIDENTAL TRENCHING TO SPLICE BOXES NOT SHOWN (TYPICAL). CONTRACTOR TO PROVIDE ADDITIONAL TRENCHING AS REQUIRED FOR CONDUIT ROUTING TO SPLICE BOXES AND CABINETS (TYPICAL).
14. ALL CONDUITS SHALL ENTER OR EXIT PERPENDICULAR TO BOX WALLS.
15. ALL CONDUITS MUST BE MANDREL TESTED AND APPROVED.
16. OFFSET SPLICE BOXES TO ROUTE TELEPHONE/FIBER OPTIC CONDUIT AS NEEDED (TYPICAL).
17. PULL ROPES SHALL BE PLACED IN ALL EMPTY CONDUITS AS REQUIRED BY EACH UTILITY COMPANY.
18. ALL PG&E SPLICE BOXES ADJACENT TO TRANSFORMER SHALL BE 26" IN DEPTH (TYPICAL).
19. ALL CONDUITS NOT ENTERING SPLICE BOXES OR ENCLOSURES SHALL BE CAPPED.
20. COORDINATE TIE-IN WITH UTILITY COMPANY AS REQUIRED.
21. THE STREET LIGHT SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE "MATERIAL AND LABOR RECAP" AND LIGHT SCHEDULE AS SHOWN ON THESE PLANS.
22. ALL EXISTING DUCTS TO BE USED IN THESE PLANS SHALL BE "VERIFIED" BY PULLING A MANDREL THROUGH THE ENTIRE EXISTING LENGTH PRIOR TO CONNECTION.
23. EDGE OF SPLICE BOXES & PEDESTALS SHALL BE 5' FROM EDGE OF FIRE HYDRANT AND 3' FROM STREET LIGHT (TYPICAL). CONTRACTOR TO AVOID DISTURBING FIRE HYDRANT THRUST BLOCK.
24. ALL UTILITY SUBSTRUCTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE "MATERIAL AND LABOR RECAP" SHOWN ON THESE PLANS
25. MAINTAIN 3' CLEARANCE AND LEVEL AREA AROUND PRIMARY SPLICE BOXES & XFMRS.
26. DUE TO UNCERTAINTIES OF THE EXACT LOCATION OF EXISTING FACILITIES, FIELD LOCATION OF PROPOSED FACILITIES MAY BE REQUIRED. CONFIRM WITH VARIOUS UTILITIES FOR EXACT PLACEMENT.
27. FOR CLARITY – BOXES/PEDESTALS ARE SHOWN AT LARGER SIZE THAN ACTUAL. FIELD ADJUST TO KEEP CLEAR OF DRIVEWAYS (TYPICAL).
28. ALL SERVICE FACILITIES SHALL BE EXTENDED TO EITHER THE PROPERTY LINE OR TO POSITION SHOWN ON THE PLANS, AND THEN CAPPED, BURIED AND LOCATION STAKED.
29. THESE PLANS WERE PREPARED UTILIZING PLANS RECEIVED FROM RUGGERI-JENSEN-AZAR (925) 227-9100.

ABBREVIATION LIST

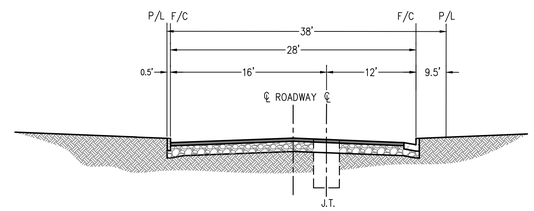
B/C	BACK OF CURB	H.P.S.	HIGH PRESSURE SODIUM	RT	RETAINING WALL
B/W	BACK OF WALK	IRR.	IRRIGATION CONTROLLER	R/W	RIGHT OF WAY
BTU	BRITISH TERM UNITS	J.T.	JOINT TRENCH	SCH.	SCHEDULE
CB	CATCH BASIN	KV	KILO-VOLTS	SD	STORM DRAIN
℄	CENTERLINE	LE	LANDSCAPE EASEMENT	SHT.	SHEET
CAT.	CATALOG	LF	LINEAR FOOT/FEET	S/W	SIDE WALK
C OR CATV	CABLE TELEVISION	MH	MANHOLE	SS	SANITARY SEWER
CFH	CUBIC FEET PER HOUR	MIN.	MINIMUM	SSE	SANITARY SEWER EASEMENT
C.I.P.	CAPITOL IMPROVEMENT PROJECT	MPOE	MINIMUM POINT OF ENTRY	ST. LT.-S/L	STREET LIGHT
CL	CENTER LINE	N.T.S.	NOT TO SCALE	SUBD'V	SUBDIVISION
CU	COPPER	O.D.	OUTER DIAMETER	Sqft.	SQUARE FOOTAGE
E	ELECTRIC	O.H.	OVER HEAD	T	TELEPHONE
EP	EDGE OF PAVEMENT	PIEUE	PRIVATE INGRESS, EGRESS, AND UTILITY EASEMENT	TUC	TARRAR UTILITY CONSULTANTS
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT	⅊	PROPERTY LINE	TYP.	TYPICAL
EX.	EXISTING	P.S.	POWER SUPPLY	T/S	TRAFFIC SIGNAL
F/C	FACE OF CURB	PROJ.	PROJECT	U.G.	UNDERGROUND
FH	FIRE HYDRANT	PSDE	PRIVATE STORM DRAIN EASEMENT	U.O.N.	UNLESS OTHERWISE NOTED
FUT.	FUTURE	PSE	PUBLIC SERVICE EASEMENT	V	VOLT
F.O.	FIBER OPTIC	PVAW	PRIVATE VEHICLE ACCESS WAY	W	WATT
G	GAS	P.V.C.	POLY VINYL CHLORIDE	WT	WATER
GALV.	GALVANIZE	PwlE	PUBLIC WATER LINE EASEMENT	W/	WITH
G.E.	GENERAL ELECTRIC	PWR	POWER	W/O	WITHOUT
GRD.	GROUND	PUE	PUBLIC UTILITY EASEMENT	WLE	WATER LINE EASEMENT
H.O.A.	HOME OWNERS ASSOCIATION			XFMR	TRANSFORMER

JOINT TRENCH AND UTILITY BOX LOCATION



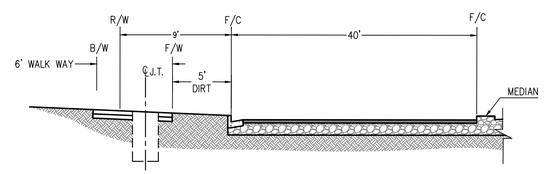
TYPICAL INTRACT STREET A SECTION DETAIL

NOT TO SCALE



TYPICAL INTRACT STREET B SECTION DETAIL

NOT TO SCALE



EXISTING CEDAR BLVD STREET SECTION DETAIL

NOT TO SCALE

JOINT TRENCH STREET SECTIONS

NOT TO SCALE
NOTE: SEE PLANS FOR CONFIGURATIONS AND ARRANGEMENTS.
* UNLESS OTHERWISE SHOWN

WITHIN ROADWAY SECTION
(95% RELATIVE COMPACTION FOR THE TOP 6"
BELOW ROAD SUBGRADE AND 90% BELOW THAT)

PRIVATE STREET LIGHT TRENCH LOCATION ADJACENT TO JOINT TRENCH

DOES NOT APPLY

GENERAL NOTES:

1. ALL JOINT TRENCH CONSTRUCTION WORK SHALL BE IN ACCORDANCE WITH PG&E UTILITY OPERATIONS UO STANDARD S5453.
2. ALL WORK SHALL BE SUBJECT TO THE INSPECTION AND SATISFACTION OF ALL PARTICIPATING UTILITIES AND CITY INSPECTORS.
3. BACKFILL SELECTION SHALL BE SUBJECT TO THE APPROVAL OF THE RESPECTIVE UTILITY COMPANIES, THE SOILS ENGINEER AND THE CITY AND/OR COUNTY WHERE THE PROJECT IS LOCATED. CONSULT PARTICIPATING UTILITIES, SOILS ENGINEER, AND THE CITY FOR APPROVED BACKFILL MATERIAL. COMPACTION TO MEET LOCAL AGENCIES REQUIREMENTS.
4. THE BOTTOM OF THE TRENCH SHALL BE CLEARED OF ROCKS AND OTHER HARD SURFACES. DISTRIBUTION TRENCHES WITHOUT TELEPHONE CONDUIT DO NOT REQUIRE BEDDING MATERIAL. SERVICE TRENCHES WITHOUT TELEPHONE CONDUIT REQUIRE 2" SAND BEDDING AS A PAD ON WHICH UTILITY FACILITIES CAN REST. SERVICE TRENCHES CONTAINING TELEPHONE CONDUIT ONLY REQUIRE A 1" SAND BEDDING. ALL OTHER TRENCHES CONTAINING TELEPHONE CONDUIT REQUIRE A 3" SAND BEDDING. REFER TO PG&E GREEN BOOK PUBLICATION S5453, EXHIBIT B AND AT&T SPEC95 "AT&T SPECIFICATIONS" TRENCHING AND CONDUIT GUIDE FOR FURTHER INFORMATION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE PAVEMENT AND/OR SIDEWALK WHERE REMOVED OR DAMAGED AS A RESULT OF ITS OPERATION (UNLESS OTHERWISE NOTED). REPLACEMENT OF PAVEMENT AND/OR SIDEWALK TO BE PER CITY SPECIFICATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND NOTIFY ALL PARTICIPATING UTILITY INSTALLATIONS.
7. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT FIRST NOTIFYING TARRAR UTILITY CONSULTANTS.
8. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXISTENCE AND/OR PRECISE LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO THE START OF CONSTRUCTION. TARRAR UTILITY CONSULTANTS MAKES NO WARRANTY WHATSOEVER THAT THE EXISTING UNDERGROUND UTILITIES AND/OR STRUCTURES DEPICTED ON THE PLANS HAVE BEEN ACCURATELY LOCATED OR THAT THERE ARE NO OTHER UNDERGROUND UTILITIES AND STRUCTURES IN ADDITION TO WHAT HAS BEEN SHOWN. CALL U.S.A. A MINIMUM OF 48 HOURS PRIOR TO STARTING CONSTRUCTION. FOR CALIFORNIA NORTH, (KERN COUNTY AND NORTHERLY, AND NEVADA) CALL (800)227-2600. FOR CALIFORNIA SOUTH, (SAN BERNARDINO COUNTY AND SOUTHERLY) CALL (800)422-4133.**
9. CONTRACTOR SHALL COMPLY WITH ALL STATE, COUNTY AND CITY LAWS AND ORDINANCES AND WITH THE REGULATIONS OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, O.S.H.A. AND ANY OTHER GOVERNMENTAL AGENCY RELATING TO THE SAFETY AND CHARACTER OF WORK, EQUIPMENT AND LABOR PERSONNEL.
10. THE DRAWINGS AND SPECIFICATIONS SHALL BE CONSIDERED TO BE COMPLEMENTARY TO EACH OTHER. ANYTHING SHOWN ON THE DRAWINGS AND NOT MENTIONED IN THE SPECIFICATIONS, OR MENTIONED IN THE SPECIFICATIONS AND NOT SHOWN ON THE DRAWINGS, SHALL BE OF LIKE EFFECT AS IF SHOWN ON OR MENTIONED IN BOTH. IF DISCREPANCY IS FOUND, NOTIFY TARRAR UTILITY CONSULTANTS PRIOR TO STARTING WORK.
11. TRENCH AND CONDUIT LAYOUTS ARE SHOWN SCHEMATICALLY.
12. TRENCHING OR SUBSTRUCTURE EXCAVATION MAY NECESSITATE OPERATION OVER, UNDER, OR ADJACENT TO OTHER UNDERGROUND UTILITIES (STORM, SEWER, WATER, ETC...). THE CONTRACTOR IS RESPONSIBLE TO LOCATE, PROSPECT, EXPOSE AND PROTECT ALL ADJACENT OR CROSSING UNDERGROUND UTILITIES. THIS WORK TO PROTECT THOSE UTILITIES IS NOT CONSIDERED AS EXTRA WORK. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW IMPROVEMENT PLANS, IN CONJUNCTION WITH THIS PLAN, AND BID THE WORK ACCORDINGLY.
13. THE QUANTITIES SHOWN ON THESE PLANS ARE ONLY ESTIMATES OF WHAT WILL ACTUALLY BE REQUIRED FOR THE CONSTRUCTION OF THE OVERALL PROJECT. FINAL QUANTITIES MAY VARY ACCORDING TO CHANGES, ADDITIONS, DELETIONS OR OMISSIONS ON THE ORIGINAL PLAN.
14. VERIFY ALL SUBSTRUCTURE EXCAVATION DIMENSIONS WITH SUPPLIER(S) BEFORE BIDDING.
15. TARRAR UTILITY CONSULTANTS ASSUMES NO RESPONSIBILITY FOR ANY VARIANCE BETWEEN THESE PLANS AND THE ACTUAL FIELD CONDITIONS. THE CONTRACTOR SHOULD REVIEW THE PROJECT SITE PRIOR TO SUBMITTING ITS BID.
16. THE CONTRACTOR IS REQUIRED TO EXCAVATE BELL HOLE(S) AT TIE-IN LOCATIONS AS DIRECTED BY PARTICIPATING UTILITY.
17. CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH O.S.H.A. INDUSTRIAL ORDERS AND SHALL CONDUCT HIS WORK ACCORDINGLY. WHEN WORKING ENERGIZED EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAN POWER AND SAFETY PRECAUTIONS AS NEEDED. THE CONTRACTOR IS RESPONSIBLE FOR PUBLIC SAFETY AND TRAFFIC CONTROL MEASURES.
18. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE AS-BUILT DRAWINGS AFTER INSTALLATION OF PG&E'S GAS AND ELECTRIC SYSTEMS (PRIOR TO "HOT TIE-INS").
19. THE CITY INSPECTOR SHALL BE NOTIFIED TWO WORKING DAYS PRIOR TO COMMENCEMENT OF WORK. COORDINATE WITH THE INSPECTOR ANY SERVICES TO BE ABANDONED.
20. THE CONTRACTOR IS TO VERIFY THE RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.
21. PG&E'S GENERAL TERM AND CONDITIONS FOR GAS AND ELECTRIC EXTENSION AND SERVICE CONSTRUCTION BY "APPLICANT" (EFFECTIVE 07/1/95) TO BE UTILIZED FOR ALL TRENCHING, BACKFILLING, AND INSTALLATION WORK.
22. IN THE EVENT OF DISPUTES OR DISAGREEMENT OVER ANY INSTALLATIONS, DESIGNS, PLANS OR DRAWINGS, THE SPECIFICATIONS AND REQUIREMENTS OF THE INDIVIDUAL UTILITY COMPANIES AND THEIR INSPECTORS SHALL TAKE PRECEDENCE. IN CASE OF DISCREPANCIES WITHIN THE DRAWINGS AND SPECIFICATIONS HEREIN, THE CONTRACTOR SHALL CONSULT TARRAR UTILITY CONSULTANTS FOR INTERPRETATION BEFORE WORK IS STARTED.
23. TARRAR UTILITY CONSULTANTS HEREIN, ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE QUALITY, QUANTITY OR TIMING OF WORK TO BE PERFORMED BY THE CONTRACTOR, UTILITY COMPANY CONSTRUCTION CREWS, OR OTHER SUB-CONTRACTOR OF DEVELOPER.
24. ALL TRENCHING, BACKFILLING AND INSTALLATION WORK IS TO BE IN ACCORDANCE WITH THE STANDARD PRACTICES AND SPECIFICATIONS OF EACH UTILITY COMPANY PARTICIPATING IN THE UTILITY TRENCHES WITHIN THE PROJECT.
25. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POINTS OF ACCESS THAT ARE AGREEABLE TO ADJACENT LAND USES AND TENANTS AT ALL TIMES.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASCERTAINING WHAT INSPECTIONS WILL BE REQUIRED FOR APPROVAL OF THE WORK AND FOR COORDINATING ALL SUCH INSPECTIONS. THE CONTRACTOR SHALL GIVE AT LEAST 48 HOURS PRIOR NOTICE TO THE CITY, SOILS ENGINEER, UTILITY COMPANIES OR ANY OTHER INDIVIDUALS OR PUBLIC AGENCIES, THAT THE WORK IS READY FOR INSPECTION.
27. THE CONTRACTOR SHALL NOTIFY DEVELOPER 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKING. THE CONTRACTOR IS RESPONSIBLE FOR THE PRESERVATION OF ALL CONSTRUCTION STAKING SET BY THE DEVELOPER'S SURVEYORS AND WILL BE BACK CHARGED FOR ANY RE-STAKING THAT IS REQUIRED. ANY EXTRA CONSTRUCTION STAKING NECESSITATED SOLELY BY THE CONTRACTOR'S NEGLIGENCE WILL BE CHARGED TO AND PAID FOR BY THE CONTRACTOR.
28. ALL TRANSFORMERS AND TRANSFORMER PADS ARE TO BE INSTALLED PER PG&E SPECIFICATIONS. PROTECTIVE BOLLARDS ARE TO BE PLACED WHERE NEEDED.
29. THE CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE PROJECT IMPROVEMENT PLANS AND CONDUCT HIS WORK ACCORDINGLY.
30. KEEP ALL BOXES AND PEDESTALS WITHIN PUBLIC UTILITY EASEMENTS OR RIGHT OF WAY. AS SHOWN.
31. ALL SAND BACKFILL MUST HAVE TESTING OF PH LEVEL AS WELL AS SAND EQUIVALENT. SEE **CITY OF NEWARK** REQUIREMENTS.
32. THE PROPOSED CONSTRUCTION OPERATION MAY TAKE PLACE AT OR NEAR FENCE LINES, PROPERTY LINES AND PROPERTY IMPROVEMENTS PRIOR TO CONSTRUCTION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING THESE AREAS AND FOR MAINTAINING THESE AREAS AND FACILITIES AT ALL TIMES DURING THE CONSTRUCTION OPERATION.
33. THE CONTRACTOR ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR THE SITE CONDITION AND SHALL DEFEND AND HOLD THE DEVELOPER AND TARRAR UTILITY CONSULTANTS HARMLESS FROM ANY ALLEGED CLAIMS OR LIABILITIES, EXCEPT THOSE ARISING FROM SOLE NEGLIGENCE OF THE DEVELOPER OR TARRAR UTILITY CONSULTANTS.
34. THE APPROXIMATE LOCATIONS OF ALL EXISTING UTILITY COMPANY UNDERGROUND LINES, POLES BOXES, ETC., WERE OBTAINED FROM A REVIEW OF AVAILABLE UTILITY COMPANY RECORDS, REPRESENTATIONS OF UTILITY COMPANY PERSONAL, OR FIELD OBSERVATIONS. NEITHER THE DEVELOPER NOR TARRAR UTILITY CONSULTANTS ASSUME ANY RESPONSIBILITY FOR VARIANCES BETWEEN THESE PLANS AND THE ACTUAL FIELD CONDITIONS. NO EXTRA PAYMENT WILL BE MADE TO THE CONTRACTOR FOR ANY ADDITIONAL TRENCHING, BOX EXCAVATIONS, MATERIALS, ETC., THAT MAY BE REQUIRED TO COMPLETE THIS PROJECT IN THE EVENT AN EXISTING TIE-IN POINT SUBSTRUCTURE IS EITHER NON-EXISTING OR IS NOT SHOWN ON THE PLANS IN ITS ACTUAL FIELD POSITION. IT IS THE CONTRACTOR'S OBLIGATION AND RESPONSIBILITY TO SAFELY LOCATE ALL EXISTING UNDERGROUND FACILITIES BY SURFACE MARKING AND/OR HAND EXCAVATION PRIOR TO STARTING CONSTRUCTION.
35. "DEVELOPER AND/OR CONTRACTOR IS RESPONSIBLE TO OBTAIN A **CITY OF NEWARK** ENCROACHMENT PERMIT FOR ALL WORK DONE IN THE PUBLIC RIGHT OF WAY. DEVELOPER AND/OR CONTRACTOR IS ALSO RESPONSIBLE TO PROVIDE JOINT TRENCH PLANS TO THE **CITY OF NEWARK** AT THE TIME OF APPLICATION FOR THE ENCROACHMENT PERMIT."

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(925) 240-2013 fax
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- Cost Analysis
- Due Diligence

JOINT TRENCH GENERAL NOTES AND DETAILS

ROBSON HOMES
CEDAR BOULEVARD HOMES–RULE 20
NEWARK, CALIFORNIA

NO.	REVISIONS	BY	DATE
1	Planned Development Permit	TD	4/10/2022

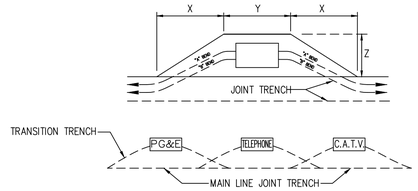
DATE: OCTOBER 2020	DATE LAST WORKED ON: 7/29/2022	
SCALE: NOT TO SCALE	DRAWN: MLARA	CHECKED: ML
JOB NO.: 219050A&B		

811 CALL BEFORE YOU DIG UNDERGROUND SERVICE ALERT

REGISTERED PROFESSIONAL ENGINEER SHULLAH C. 29946 CIVIL STATE OF CALIFORNIA

SHEET JT02 OF JT06 SHEETS

JOINT TRENCH TRANSITION

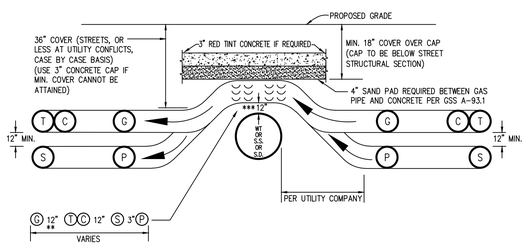


BEND	PRIMARY BOX SIZE	DISTANCE (when conduit enters box) "X"	"Y"	"Z"	NOTES
"A"	3' x 5'	24'	7'	5'	BEND IS 60' RADIUS WITH AN ANGLE OF 10 DEG. USE 2-5 COUPLINGS WITH 1-5' CONDUIT SECTION FOR EACH BEND SHOWN.
	4'-6" x 8'-6"	24'	11'	7'	
"B"	3' x 5'	32'	7'	5'	BEND IS 30' RADIUS WITH AN ANGLE OF 15 DEG. USE 3-5 COUPLINGS WITH 2-2 1/2' CONDUIT SECTION FOR EACH BEND SHOWN.
	4'-6" x 8'-6"	32'	11'	7'	

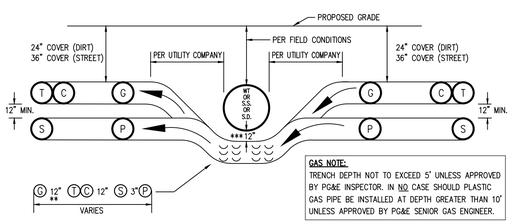
NOTE:

1. CONTRACTOR TO EXCAVATE TRANSITIONS FROM MAIN-LINE TRENCH TO VAULTS AS REQUIRED BY EACH UTILITY.
2. TRANSITIONS NOT SHOWN ON COMPOSITE DRAWING FOR CLARITY.
3. CONTRACTOR TO INCLUDE COST OF TRANSITIONS IN VAULT EXCAVATION COST.

DETAIL 1 / JT3 — N.T.S. — **TYPICAL PRIMARY BOX EXCAVATION USING CONDUIT**



JOINT TRENCH OVER WATER, SANITARY SEWER OR STORM DRAIN
CHOICE 1 (PREFERRED METHOD)



GAS NOTE:
TRENCH DEPTH NOT TO EXCEED 5' UNLESS APPROVED BY PG&E INSPECTOR. IN NO CASE SHOULD PLASTIC GAS PIPE BE INSTALLED AT DEPTH GREATER THAN 10' UNLESS APPROVED BY PG&E SENIOR GAS ENGINEER.

JOINT TRENCH UNDER WATER, SANITARY SEWER OR STORM DRAIN
CHOICE 2 (OPTIONAL METHOD)

* SEE MINIMUM COVER & CLEARANCE CHART

** WITH MUTUAL AGREEMENT, WHEN 4" O.D. OR SMALLER GAS PIPE IS INSTALLED SEPARATION MAY BE REDUCED TO NOT LESS THAN 6" BETWEEN GAS AND COMMINCATION DUCTS (TELEPHONE & CATV).

*** 6" MINIMUM REQUIRED BY PG&E-ADDITIONAL CLEARANCE MAYBE REQUIRED BY CITY OR COUNTY

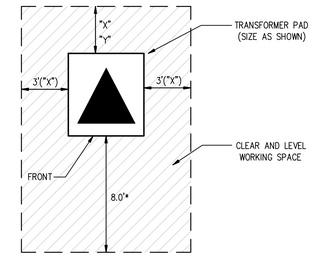
DETAIL 2 / JT3 — N.T.S. — **OVER UNDER DETAILS**

CONSTRUCTION LABOR AND MATERIAL RESPONSIBILITY

PUBLIC UTILITY SYSTEM
(JOINT TRENCH)

	P.G.&E. ELECTRIC	P.G.&E. GAS	TELEPHONE	C.A.T.V.	CONTRACTOR
TRENCHING:					
EXCAVATE, BACKFILL AND COMPACT.	○	○	○	○	●
GAS MATERIAL:					
FURNISH.	○	●	○	○	●
INSTALL.	○	●	○	○	●
ELECTRIC CABLE:					
FURNISH.	○	○	○	○	●
INSTALL.	○	○	○	○	●
ELECTRIC CONDUIT:					
FURNISH.	○	○	○	○	●
INSTALL.	○	○	○	○	●
ELECTRIC SPLICE BOXES:					
EXCAVATE.	○	○	○	○	●
FURNISH.	○	○	○	○	●
INSTALL.	○	○	○	○	●
ELECTRIC TFMR. ENCLS.:					
EXCAVATE.	○	○	○	○	●
FURNISH.	○	○	○	○	●
INSTALL.	○	○	○	○	●
ELECTRIC EQUIP. ENCLS.:					
EXCAVATE.	○	○	○	○	●
FURNISH.	○	○	○	○	●
INSTALL.	○	○	○	○	●
ELECTRIC TFMR. PADS:					
GRADE.	○	○	○	○	●
FURNISH.	○	○	○	○	●
INSTALL.	○	○	○	○	●
ELECTRIC SWITCH PADS:					
GRADE.	○	○	○	○	○
FURNISH.	○	○	○	○	○
INSTALL.	○	○	○	○	○
TELEPHONE CONDUIT:					
FURNISH.	○	○	○	○	●
INSTALL.	○	○	○	○	●
TELEPHONE CABLE:					
FURNISH.	○	○	●	○	○
INSTALL.	○	○	●	○	○
TELEPHONE SPLICE BOX:					
EXCAVATE.	○	○	○	○	●
FURNISH.	○	○	○	○	●
INSTALL.	○	○	○	○	●
TELEPHONE INTER. PADS:					
GRADE.	○	○	○	○	○
FURNISH.	○	○	○	○	○
INSTALL.	○	○	○	○	○
C.A.T.V. CONDUITS:					
FURNISH.	○	○	○	●	○
INSTALL.	○	○	○	●	○
C.A.T.V. SPLICE BOXES:					
EXCAVATE.	○	○	○	○	●
FURNISH.	○	○	○	●	○
INSTALL.	○	○	○	●	○

● DESIGNATES THE WORK TO BE PERFORMED BY THE CONTRACTOR AND EACH UTILITY COMPANY.



"X"= 3' MIN. CLEARANCE FROM COMBUSTIBLE WALL

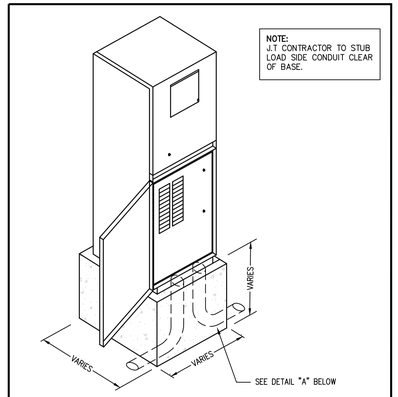
"Y"= 2' MIN. CLEARANCE FROM NON-COMBUSTIBLE WALL

* MINIMUM 9' (COMMERCIAL/HIGH DENSITY) FROM FACE OF CURB

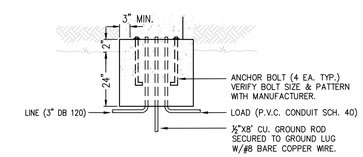
* MINIMUM 3' (RESIDENTIAL/LOW DENSITY) FROM FACE OF CURB

** MINIMUM 4' FROM ANY DOORWAY

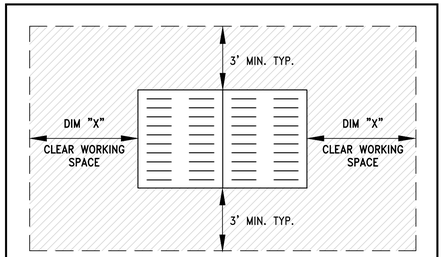
DETAIL 4 / JT3 — N.T.S. — **PG&E PAD MOUNT TRANSFORMER DETAIL**



DETAIL 6 / JT3 — N.T.S. — **METER SERVICE PEDESTAL BASE DETAIL**

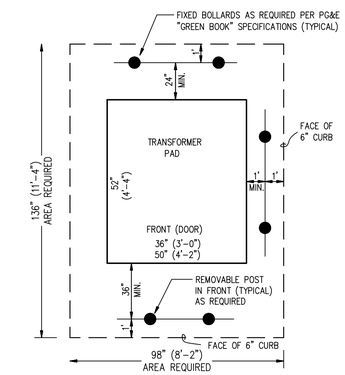


DETAIL "A"

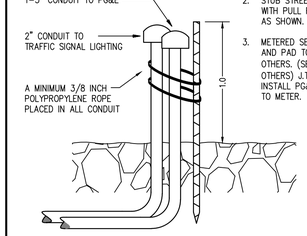


DIM "X"
3' MIN. 3'0" x 5'0" ENCLOSURES
4' MIN. 4' x 6'6" x 5'0" ENCLOSURES
5' MIN. 4'6" x 8'6" x 6'0" ENCLOSURES
(OR EASEMENT REQUIRED)

DETAIL 3 / JT3 — N.T.S. — **PG&E ENCLOSURE CLEARANCES**



DETAIL 5 / JT3 — N.T.S. — **PG&E STYLE IIE TRANSFORMER DETAIL (PHYSICAL PROTECTION REQUIREMENTS IN PARKING LOT, TRAVELED WAY, ETC. ...)**



1. STUB PG&E CONDUIT WITH PULL ROPE AND STAKE AS SHOWN.
2. STUB STREET LIGHTING CONDUIT WITH PULL ROPE AND STAKE AS SHOWN.
3. METERED SERVICE PEDESTAL, AND PAD TO BE INSTALLED BY OTHERS. (SEE PLANS BY OTHERS) J.T. CONTRACTOR TO INSTALL PG&E SERVICE CABLE TO METER.

DETAIL 7 / JT3 — N.T.S. — **METERED SERVICE PEDESTAL PAD TRAFFIC SIGNAL LIGHTING**

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- PG&E Gas Design
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- M.E.P. Design
- Cost Analysis
- Due Diligence

JOINT TRENCH DETAILS
ROBSON HOMES
CEDAR BOULEVARD HOMES-RULE 20
NEWARK, CALIFORNIA

NO.	REVISIONS	BY	DATE
1	Planned Development Permit	TD	4/10/2022

DATE: OCTOBER 2020 | DATE LAST WORKED ON: 7/29/2022
SCALE: NOT TO SCALE | DRAWN: MLARA | CHECKED: ML
JOB NO.: 219050A&B

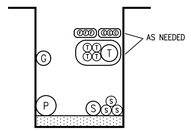
811 CALL BEFORE YOU DIG — UNDERGROUND SERVICE ALERT

REGISTERED PROFESSIONAL ENGINEER — ABDULLAH TARA — C-59246 — CIVIL — STATE OF CALIFORNIA

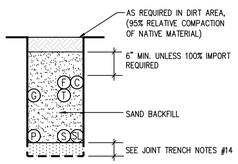
SHEET JT03 OF JT06 SHEETS

JOINT TRENCH MINIMUM COVER AND CLEARANCES
MINIMUM SEPARATION FROM

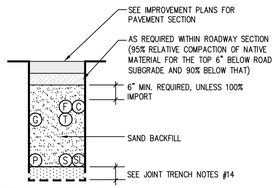
	UTILITY	G	T	TD	C	S	P	SL	SLP	F	FE	MINIMUM COVER
G	(GAS)*	–	12"	12"	12"	6"	12"	12"	6"	12"	12"	36", or less on case by case basis, when approved by City Engineer
T	(TELEPHONE) DUCT	12"	–	1"	1"	12"	12"	12"	12"	1"	12"	36", or less on case by case basis, when approved by City Engineer
TD	(TELEPHONE) DIRECT BURY	12"	1"	–	1"	12"	12"	12"	12"	1"	12"	36", or less on case by case basis, when approved by City Engineer
C	(CABLE T.V.)	12"	1"	1"	–	12"	12"	12"	12"	1"	12"	36", or less on case by case basis, when approved by City Engineer
S	(ELECT. SECONDARY)	6"	12"	12"	12"	1.5"	3"	12"	1.5"	12"	12"	36", or less on case by case basis, when approved by City Engineer
P	(ELECT. PRIMARY)	12"	12"	12"	12"	3"	3"	3"	3"	12"	12"	36", or less on case by case basis, when approved by City Engineer
SL	(PUBLIC AND PRIVATE-STREET LIGHT)**	12"	12"	12"	12"	12"	12"	–	12"	12"	12"	36", or less on case by case basis, when approved by City Engineer
SLP	(P.G.E.-STREET LIGHT)	6"	12"	12"	12"	1.5"	3"	12"	1.5"	12"	12"	36", or less on case by case basis, when approved by City Engineer
FE	(FOREIGN ELECTRIC SOURCES, NON PG&E)	12"	12"	12"	12"	12"	12"	12"	12"	12"	–	36", or less on case by case basis, when approved by City Engineer
F	(FIBER OPTIC)	12"	1"	1"	1"	12"	12"	12"	12"	–	12"	36", or less on case by case basis, when approved by City Engineer



TYPICAL EXAMPLE OF STACKING FACILITIES IN JOINT TRENCH



TRENCH IN DIRT AREA



TRENCH IN STREET AREA

LEGEND

- MEETS UTILITY TRENCH ALLOTMENT
- EXCEEDS UTILITY TRENCH ALLOTMENT
- (G) GAS
- (P) ELECTRIC PRIMARY
- (S) ELECTRIC SECONDARY
- (T) TELEPHONE (DUCT OR DIRECT BURY)
- (C) CATV
- (SL) STREET LIGHT (PUBLIC OR PRIVATE)
- (SLP) STREET LIGHT (PG&E)
- (FE) FOREIGN ELECTRIC
- (F) FIBER OPTIC

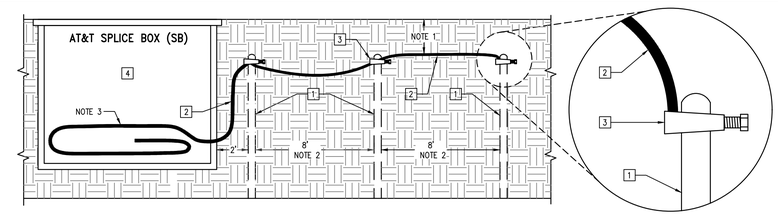
JOINT TRENCH NOTES:

1. TRENCH COVER & CLEARANCES SHOWN ARE MINIMUMS ONLY AND MAY REQUIRE ALTERATIONS TO SUIT FIELD CONDITIONS.
2. IT IS RECOMMENDED THAT ALL FACILITIES ARE TO BE A MINIMUM OF 12" BELOW SUB-BASE DISTURBANCE.
3. * WITH MUTUAL AGREEMENT FROM PARTICIPATING UTILITIES, WHEN 4" O.D. OR SMALLER GAS PIPE IS INSTALLED, SEPARATION MAY BE REDUCED TO NOT LESS THAN 6" BETWEEN GAS AND COMMUNICATION DUCTS (TELEPHONE, C.A.T.V. & FIBER OPTIC).
4. * WHERE 6" GAS MAIN IS LOCATED IN THE JOINT TRENCH A 18" MINIMUM SEPARATION FROM GAS MAIN TO ALL UTILITIES WILL BE REQUIRED.
5. ** WITH MUTUAL AGREEMENT FROM PARTICIPATING UTILITIES, STREET LIGHT SEPARATION MAY BE REDUCED TO 0" BETWEEN STREET LIGHT AND COMMUNICATION DUCTS (TELEPHONE, C.A.T.V. & FIBER OPTIC).
6. TRENCH CONFIGURATIONS SHOWN ARE FOR INSTALLATION WHERE EACH OCCUPANT IS UTILIZING HIS ENTIRE SPACE ALLOCATION. OTHER CONFIGURATIONS OR REDUCED DIMENSIONS MAY BE USED, PROVIDED THAT MINIMUM COVER AND CLEARANCES ARE MAINTAINED.
7. THE CONTRACTOR IS TO ADJUST TRENCH DEPTHS AT ALL JOINT TRENCH LATERAL CROSSINGS TO MAINTAIN REQUIRED CLEARANCES BETWEEN ALL PARTICIPATING UTILITIES.
8. TRENCH SECTIONS ARE SHOWN SCHEMATICALLY AND INDICATE AREAS OF OCCUPANCY ONLY; THEY DO NOT REFLECT SIZE OR QUANTITY OF FACILITIES TO BE INSTALLED.
9. TRENCH FOOTAGES PER SECTION ARE APPROXIMATE. SECTIONS ARE DESIGNED TO ACCOMMODATE ALL REQUIRED FACILITIES AS INDICATED ON EACH TRENCH PARTICIPANT'S CONSTRUCTION DRAWINGS.
10. THE CONTRACTOR SHALL VERIFY TRENCH FOOTAGES FOR ACCURACY PRIOR TO EXCAVATION AND TAKE NECESSARY PRECAUTION CROSSING WATER AND SEWER FACILITIES.
11. THE CONTRACTOR SHALL REFER TO THE COMPOSITE, CONDUIT, AND/OR EACH RESPECTIVE UTILITY INSTALLATION PLAN FOR THE NECESSARY CONDUIT CABLE AND/OR PIPE TO BE INSTALLED IN THIS PROJECT.
12. TYPE "M2" TRENCH SHALL BE INSTALLED AFTER CURB AND GUTTER INSTALLATION. CONTRACTOR SHALL COORDINATE ADDITIONAL MOVE-INS NECESSARY TO COMPLETE THE SERVICES TO THE DWELLING UNITS WITH THE DEVELOPER, ALL AGENCIES AND THE UTILITY COMPANIES. THE COST OF THESE MOVE-INS SHALL BE INCLUDED IN THE CONTRACTOR'S UNIT PRICE FOR TRENCHING.
13. THE AVERAGE TRENCH DEPTHS SHOWN ARE BASED ON THE MINIMUM UTILITY COMPANY REQUIREMENTS FOR DEPTH AND SEPARATION. CONTRACTOR SHALL ADJUST TRENCH WIDTH & DEPTH AS REQUIRED TO ADEQUATELY CLEAR EXISTING UNDERGROUND FACILITIES AND MAINTAIN MINIMUM UTILITY CLEARANCES. ALL TRENCHES OVER 60" DEEP MUST COMPLY WITH OSHA REQUIREMENTS. (SEE THE JOINT TRENCH MINIMUM COVER AND CLEARANCE TABLE)
14. CONTRACTOR SHALL USE SAND BEDDING AND SHADING AS REQUIRED BY THE UTILITY COMPANIES. THE BOTTOM OF THE TRENCH SHALL BE CLEARED OF ROCKS AND OTHER HARD SURFACES. DISTRIBUTION TRENCHES WITHOUT TELEPHONE CONDUIT DO NOT REQUIRE BEDDING MATERIAL. SERVICE TRENCHES WITHOUT TELEPHONE CONDUIT REQUIRE 2" SAND BEDDING AS A PAD ON WHICH UTILITY FACILITIES CAN REST. SERVICE TRENCHES CONTAINING TELEPHONE CONDUIT ONLY REQUIRE A 1" SAND BEDDING. ALL OTHER TRENCHES CONTAINING TELEPHONE CONDUIT REQUIRE A 3" SAND BEDDING. REFER TO PG&E GREEN BOOK PUBLICATION S5453, EXHIBIT B AND AT&T SPEC95 "AT&T SPECIFICATIONS" TRENCHING AND CONDUIT GUIDE FOR FURTHER INFORMATION.
15. ALL TRENCHING AND BACKFILLING TO BE DONE IN ACCORDANCE WITH THE **CITY OF NEWARK** ENGINEERING STANDARDS AND SPECIFICATIONS.
16. ALL PG&E, TELEPHONE, CABLE, AND FIBER OPTIC BOXES AND JOINT TRENCH FACILITIES ARE TO MAINTAIN A MINIMUM OF 3' SEPARATION FROM SEWER AND WATER LATERALS AND DRIVEWAYS. ALL UTILITY VAULTS, BOXES, PEDESTALS, ETC. MUST MAINTAIN A 5' MINIMUM CLEARANCE FROM FIRE HYDRANTS, AND 3' MINIMUM FROM STREETLIGHTS.

JOINT TRENCH OCCUPANCY GUIDE

TRENCH SECTION	A*	B*	C*	D*	E*	F*	G*	H*	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
GAS	X	X	X		X				X	X	X		X	X	X		X			X			
TELEPHONE	X	X		X		X			X	X		X	X	X		X		X			X		
CABLE T.V.	X		X	X			X		X		X	X	X		X	X			X			X	
ELECTRIC SEC.	X	X	X	X	X	X	X	X					X	X	X	X	X	X	X				X
ELECTRIC PRI.	X	X	X	X	X	X	X	X															
FIBER OPTCS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	

*THESE SECTIONS MAY OR MAY NOT CONTAIN SECONDARY



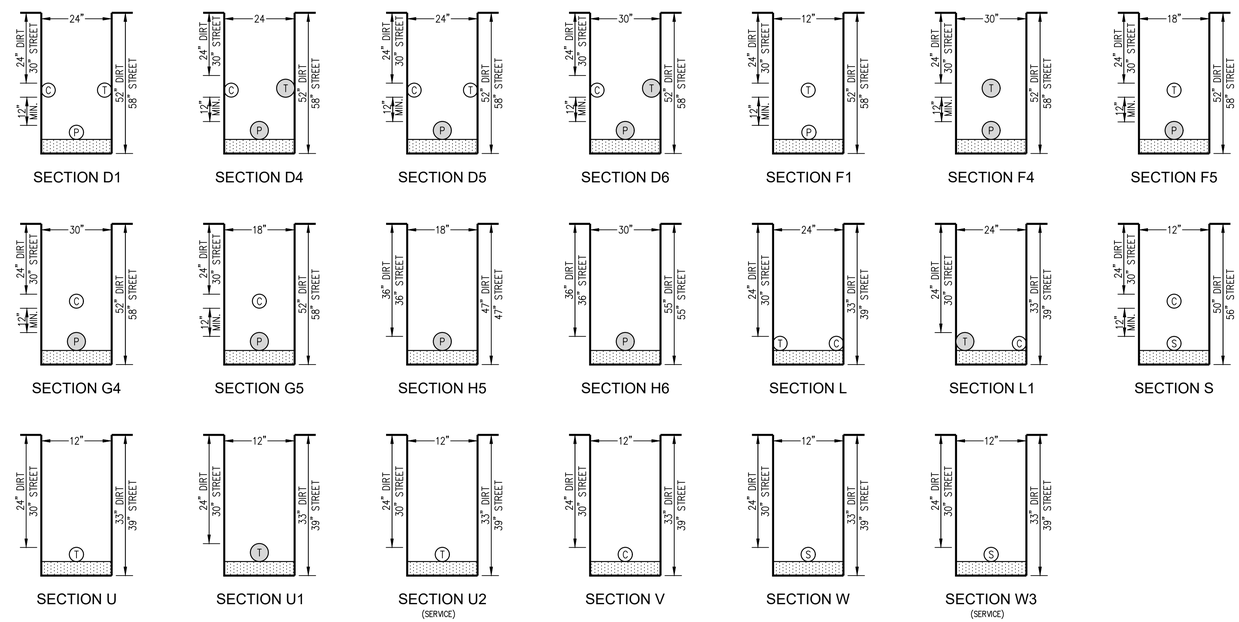
LEGEND

1. 8' LENGTH x 5/8" DIAMETER GROUND ROD POLES
2. BARE CONTINUOUS SOLID NUMBER 6 AWG. WIRE
3. GROUND CLAMP
4. TELEPHONE SPLICE BOX

NOTES

1. MINIMUM DEPTH = 12 INCHES
2. GROUND BEDS MAY BE PLACED IN ANY CONFIGURATION AS LONG AS THE 8 FOOT SEPARATION BETWEEN GROUND RODS IS MAINTAINED AND THE 2 FOOT SEPARATION FROM THE SB WALL IS NOT ENCROACHED UPON.
3. BARE #6 GROUND WIRE TO ENTER THROUGH SIDEWALL OR BOTTOM OF SB AND WRAP SB ONCE.

DETAIL 1 / JT4 — N.T.S. — AT&T AERIAL AND BURIED GROUND BED DESIGN



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JOINT TRENCH SECTIONS AND DETAILS
ROBSON HOMES
CEDAR BOULEVARD HOMES–RULE 20
NEWARK, CALIFORNIA

NO.	REVISIONS	BY	DATE
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JOB NO.: 219050A&B

811 CALL BEFORE YOU DIG — UNDERGROUND SERVICE ALERT

REGISTERED PROFESSIONAL ENGINEER — ABDULLAH LARA — C 39246 — CIVIL — STATE OF CALIFORNIA

SHEET JT04 OF JT06 SHEETS

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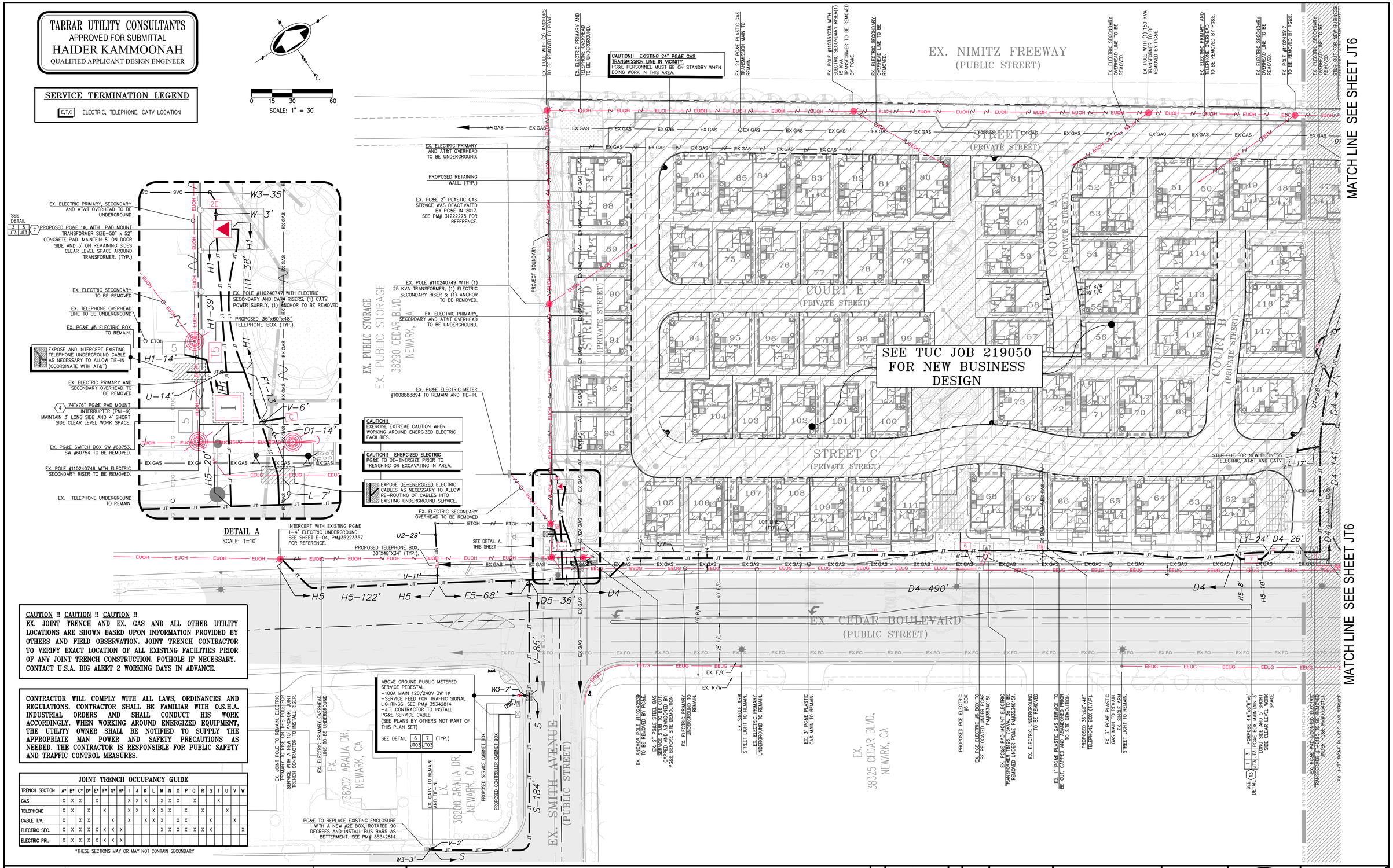
APPROVED FOR SUBMITTAL
HAIDER KAMMOONAH
QUALIFIED APPLICANT DESIGN ENGINEER

SERVICE TERMINATION LEGEND

E,T,C — ELECTRIC, TELEPHONE, CATV LOCATION

0 15 30 60
SCALE: 1" = 30'



CAUTION !! CAUTION !! CAUTION !!
EX. JOINT TRENCH AND EX. GAS AND ALL OTHER UTILITY LOCATIONS ARE SHOWN BASED UPON INFORMATION PROVIDED BY OTHERS AND FIELD OBSERVATION. JOINT TRENCH CONTRACTOR TO VERIFY EXACT LOCATION OF ALL EXISTING FACILITIES PRIOR OF ANY JOINT TRENCH CONSTRUCTION. POTHOLE IF NECESSARY. CONTACT U.S.A. DIG ALERT 2 WORKING DAYS IN ADVANCE.

CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH O.S.H.A. INDUSTRIAL ORDERS AND SHALL CONDUCT HIS WORK ACCORDINGLY. WHEN WORKING AROUND ENERGIZED EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAN POWER AND SAFETY PRECAUTIONS AS NEEDED. THE CONTRACTOR IS RESPONSIBLE FOR PUBLIC SAFETY AND TRAFFIC CONTROL MEASURES.

JOINT TRENCH OCCUPANCY GUIDE

TRENCH SECTION	A*	B*	C*	D*	E*	F*	G*	H*	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
GAS	X	X	X		X				X	X	X		X	X	X		X			X			
TELEPHONE	X	X		X		X			X	X		X	X	X		X		X			X		
CABLE T.V.	X		X	X			X		X		X	X	X		X	X			X			X	
ELECTRIC SEC.	X	X	X	X	X	X	X	X					X	X	X	X	X	X	X				X
ELECTRIC PRI.	X	X	X	X	X	X	X	X															

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- Due Diligence

JOINT TRENCH COMPOSITE PLAN

ROBSON HOMES
CEDAR BOULEVARD HOMES-RULE 20
NEWARK, CALIFORNIA

NO.	REVISIONS	BY	DATE
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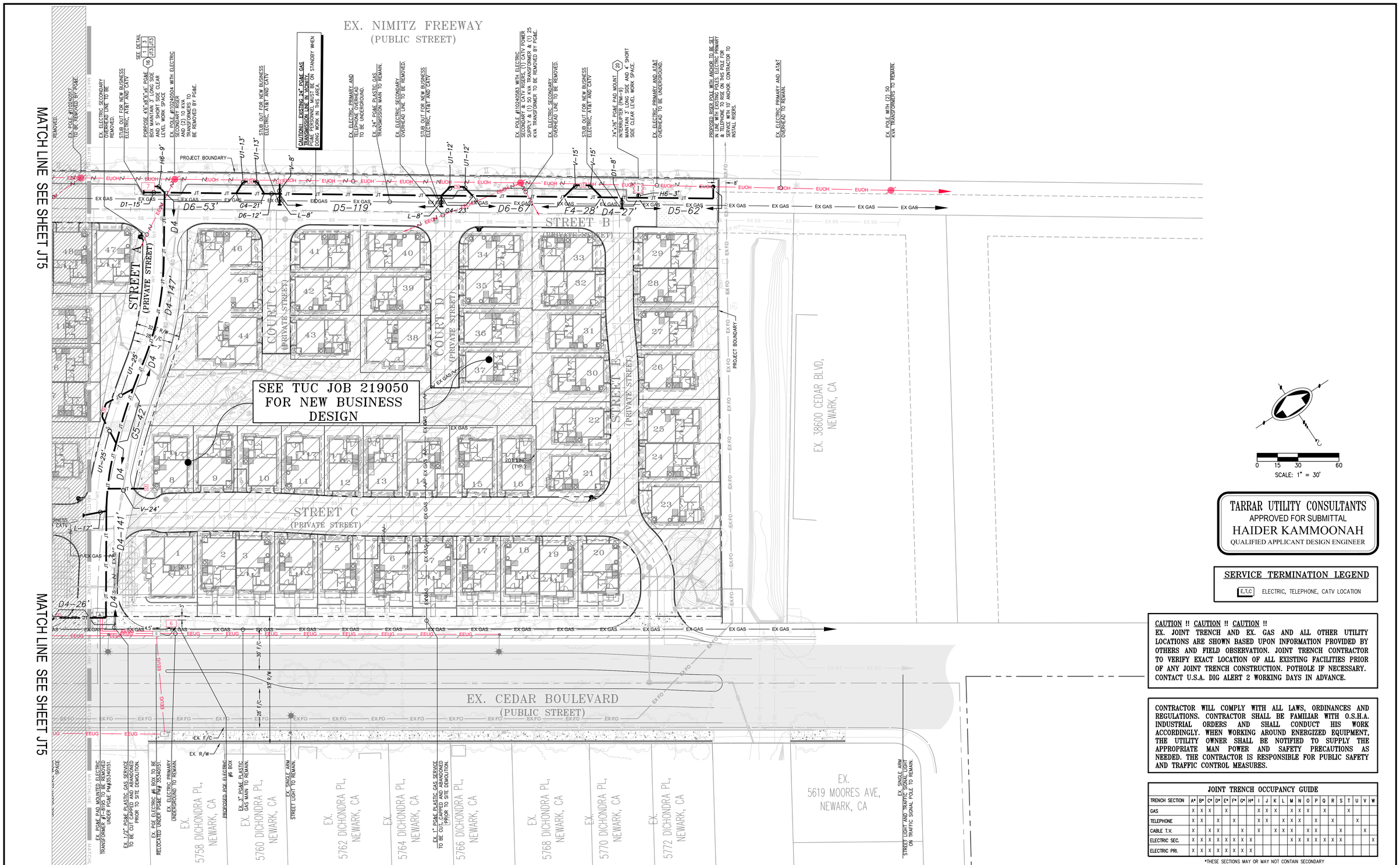
REGISTERED PROFESSIONAL ENGINEER ABDULLAH KAMMOONAH Exp. 06/30/23 CIVIL STATE OF CALIFORNIA

SHEET JT05 OF JT06 SHEETS



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APPROVED FOR SUBMITTAL
HAIDER KAMMOONAH
QUALIFIED APPLICANT DESIGN ENGINEER

SERVICE TERMINATION LEGEND

E,T,C — ELECTRIC, TELEPHONE, CATV LOCATION

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JOINT TRENCH OCCUPANCY GUIDE

TRENCH SECTION	A*	B*	C*	D*	E*	F*	G*	H*	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
GAS	X	X	X		X				X	X	X		X	X	X		X			X			
TELEPHONE	X	X		X		X			X	X		X	X	X		X		X			X		
CABLE T.V.	X		X	X			X		X		X	X	X		X	X			X			X	
ELECTRIC SEC.	X	X	X	X	X	X	X	X					X	X	X	X	X	X	X				X
ELECTRIC PRI.	X	X	X	X	X	X	X	X															

*THESE SECTIONS MAY OR MAY NOT CONTAIN SECONDARY

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JOINT TRENCH COMPOSITE PLAN

ROBSON HOMES
CEDAR BOULEVARD HOMES–RULE 20
NEWARK, CALIFORNIA

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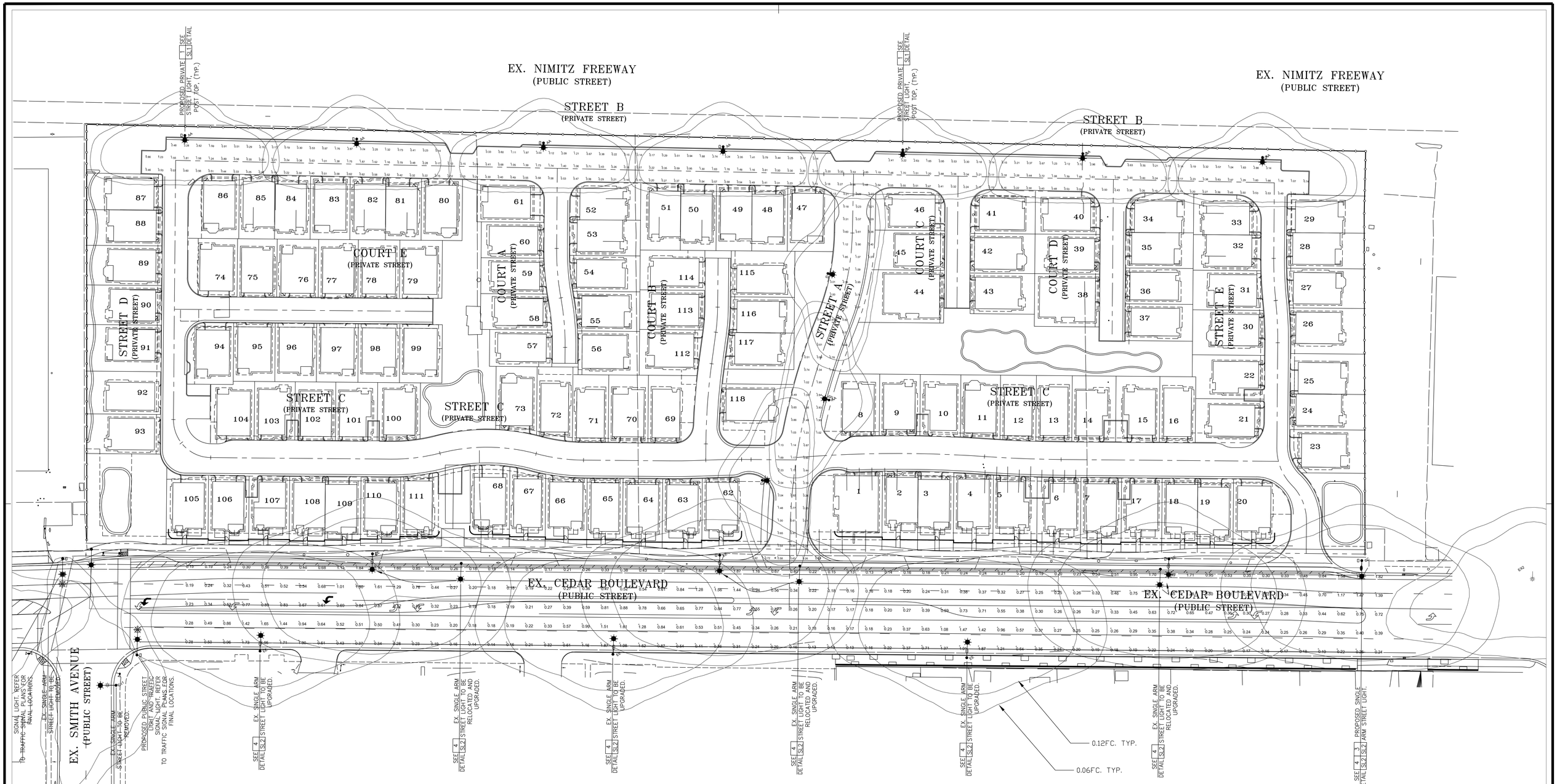
REGISTERED PROFESSIONAL ENGINEER — SHULLAR — No. 46546 — Exp. 06/30/23 — CIVIL — STATE OF CALIFORNIA

SHEET JT06 OF JT06 SHEETS



Luminaire Schedule - LED												
Project: CEDAR BLVD - NEWARK												
Symbol	Qty	Label	Tag	Arrangement	Lum. Watts	Lum. Lumens	LLF	LLD	LDD	UDF	Description	Filename
	10	AA	NEW PROPOSED	SINGLE	37.0875	5051	0.900	0.900	1.000	1.000	LUMEC DMS55-35W32LED3K-G3-LE2F - 20' POLE	DMS5x-35W32LED3K-G3-LE2F .ies
	1	CC	NEW PROPOSED	SINGLE	64	8896	0.900	0.900	1.000	1.000	LEOTEK GCJ3-30J-MV-30K-3R-XX-090 S - 28' POLE + 6' ARM	GCJ3-30J-MV-30K-3R-XX-090 S.ie
	6	EE	RETROFIT EXISTING POLE LOCATION	SINGLE	64	8896	0.900	0.900	1.000	1.000	LEOTEK GCJ3-30J-MV-30K-3R-XX-090 S - 28' POLE + 6' ARM	GCJ3-30J-MV-30K-3R-XX-090 S.ie

Calculation Summary								
Project: CEDAR BLVD - NEWARK								
Description	CalcType	Units	Grid Z	Avg	Max	Min	Avg/Min	Max/Min
CEDAR BLVD	Illuminance	Fc	0	0.56	2.02	0.13	4.31	15.54
STREET A	Illuminance	Fc	0	0.93	3.01	0.13	7.15	23.15
STREET B	Illuminance	Fc	0	0.78	3.28	0.12	6.50	27.33
TYPICAL ON PROJECT FRONTAGE	Illuminance	Fc		0.61	2.02	0.13	4.69	15.54

Luminaire Schedule												
Project: EXISTING												
Symbol	Qty	Label	Arrangement	No. Lamps	Lumens/Lamp	Total Lamp Lumens	LLF	LDD	LLD	BF	Description	Filename
	1	EX1	SINGLE	1	9500	9500	0.608	0.900	0.900	0.750	EXISTING 100W HPS COBRAHEAD BY OTHERS	GE453237.IES
	2	EX2	SINGLE	1	16000	16000	0.608	0.900	0.900	0.750	EXISTING 150W HPS COBRAHEAD BY OTHERS	GE453238.IES

ALL VALUES SHOWN ARE MAINTAINED HORIZONTAL FOOTCANDLES AT GRADE

PHOTOMETRIC DATA USED AS INPUT FOR THESE CALCULATIONS IS BASED ON ESTABLISHED IES PROCEDURES AND PUBLISHED LAMP, RATINGS, FIELD PERFORMANCE WILL DEPEND ON ACTUAL LAMP, BALLAST, ELECTRICAL, AND SITE CHARACTERISTICS.

Calculations have been performed according to IES standards and good practice. Some differences between measured values and calculated results may occur due to tolerances in calculation methods, testing procedures, component performance, measurement techniques and field conditions such as voltage and temperature variations. Input data used to generate the attached calculations such as room dimensions, reflectances, furniture and architectural elements significantly affect the lighting calculations. If the real environment conditions do not match the input data, differences will occur between measured values and calculated values.

Associated Lighting Representatives, Inc.

ASSOCIATED LIGHTING REPRESENTATIVES, INC
7777 PARDEE LANE
P.O. BOX 2265
OAKLAND, CA 94621
PHONE: (510) 638-0158 - FAX (510) 638-2908

REPORT FOR: TARRAR UTILITY CONSULTANTS
BY: APPLICATIONS ENGINEERING; RAMON ZAPATA
SALES REPRESENTATIVE: ALR; JOHN BENSON

AGI32 VERSION 19.14
AGI (C) 2021 LIGHTING ANALYSTS, INC.
10268 W. CENTENNIAL ROAD, SUITE 202
LITTLETON, CO 80127

PROJECT DESCRIPTION

CEDAR BOULEVARD

CITY OF NEWARK

DRAWING NO. / INPUT FILE
18799BEN-B-R7.DWG / 18799BEN-B-R7.A32

SCALE	SHEET	DATE	REV
1" = 30'	1 OF 1	08.17.2022	7

STAFF REPORT

Item D. 4.

DATE	06/08/2023
TO	Honorable Mayor and City Council Members
FROM	Jayson Imai, Assistant City Engineer
SUBJECT	Adopt a resolution approving Amendment No. 1 to the Contractual Services Agreement with Pakpour Consulting Group for engineering project management services related to Central Avenue Overpass, Project No. 1014 and approving an amendment to the biennial budget

SUMMARY AND RECOMMENDATION

The level of engineering project management required to administer, design, and deliver Capital Improvement Projects remains high, and is anticipated to increase with the recent awarding of over $18 million of transportation improvement grant funds to the City of Newark. To address the most urgent project management support need for Central Avenue Overpass Project No. 1014, staff recommends amending the Consultant Services Agreement with Pakpour Consulting Group to increase the not-to-exceed amount from two hundred thirty-seven thousand dollars ($237,000.00) to six hundred thousand dollars ($600,000.00) per fiscal year and expand the scope of work to include engineering project management.

BACKGROUND

The current and projected service level demands for the administration, design and delivery of Capital Improvement Projects remain high, requiring staff augmentation through the City's on-call service contracts. This summer, the Public Works Engineering Division will be administering the construction of six Capital Improvement Projects including Safe Routes to Schools, Cherry Street Class IV Separated Bikeways, and the City's annual pavement maintenance program, resulting in nearly $6 million of improvements to City facilities. In addition, over the past year the Engineering Division was successful in securing over $18 million in various grant funds for five upcoming Capital Improvement Projects, including projects that will install the complete street and streetscape improvements identified as a key element for implementation of the goals established in the recently adopted Old Town Specific Plan, the design and construction of improvements prerequisite to establishing railroad quiet zones at each of Newark's active railroad crossings, and the design and construction of a two-way cycle track and pedestrian walkway along Thornton Avenue to improve pedestrian and bicycle access to the Don Edwards National Wildlife Refuge.

The large number of capital improvement projects that have recently received funding and have been identified as high priority projects for the City has created a need for additional project management capacity within the Engineering Division. Of most

urgent need of project management support is Central Avenue Overpass Project No. 1014. The Central Avenue Overpass Project is the largest and most complex Capital Improvement transportation project the City has undertaken to date. The Project, which will remove the existing at-grade railroad crossing on Central Avenue between Sycamore Street and Morton Avenue, requires coordination with and relocation of several different utilities, approval and execution of multiple crossing agreements with Union Pacific Railroad (UPRR), acquisition of easements and rights of entry from adjacent property owners, and extensive planning and preparation to accommodate the inevitable traffic delays and detours that will be required to construct the overcrossing.

In July 2022, the City awarded an On-Call Contractual Services Agreement to Pakpour Consulting Group (PCG) for on-call Civil Engineering Development Plan Check Review Services with an annual not-to-exceed amount of $237,000 per fiscal year. This not-to-exceed amount was based on Public Works Engineering Division's Operating Budget for Contractual Services in the 2022-2024 Biennial Budget.

The Engineering Division has often required professional services from on-call consultants related to projects funded by sources outside of the Division's Operating Budget, such as those funded as part of the City's Capital Improvement Program. The costs for these services often exceed the not-to-exceed amounts established by the Engineering Division's Operating Budget.

DISCUSSION/ANALYSIS

To address the need for staff augmentation to provide engineering project management services for the Central Avenue Overcrossing Project, staff issued a Request for Qualifications (RFQ) to the City's current on-call civil engineering consultants. A total of three letters of qualification were received in response and were reviewed by staff based on completeness and responsiveness to the RFQ. Staff selected Mr. Steven Yee, Principal Engineer with PCG, to assume project management responsibilities for the Central Avenue Overcrossing. Mr. Yee has over twenty years of direct engineering project management experience in the public sector and is intimately familiar with public agency operations and the need to work collaboratively with other city departments. PCG has also been providing Civil Engineering Development Plan Check Review services to the City for the past four years and their rate schedule is comparable to those presented in the other responding proposals.

Staff recommends amending the Consultant Services Agreement with PCG to increase the not-to-exceed amount by three hundred sixty-three thousand dollars ($363,000) from the current not-to-exceed amount of two hundred thirty-seven thousand dollars ($237,000) to six hundred thousand dollars ($600,000) per fiscal year and expand the scope of work to include engineering project management. This increased not-to-exceed amount is estimated based on the hourly rates and terms stated in the original contract and the additional scope of services identified for effective project management, listed in Exhibit A of the attached Amendment. Services performed under this Agreement would be authorized by the Public Works Director through written Task Orders which identify the approved budgetary source. The increased not-to-exceed amount would allow such Task Orders to be issued to PCG for engineering project

management services related to Central Avenue Overpass, Project No. 1014.

The initial term of PCG's current Contractual Services Agreement is for two years, expiring on June 30, 2024, renewable for two (2) additional one (1) year terms upon mutual consent of the City and consultant, subject to available funding. This would allow the City to potentially retain the engineering project management services of PCG until June 30, 2026, if both one-year renewal options are exercised and mutually agreed to. This could potentially align with an anticipated completion timeframe for the Central Avenue Overcrossing Project of 2026.

FISCAL IMPACT

Task Orders related to PCG's On-Call Contractual Services Agreement may only be authorized for projects with previously identified and approved budgetary sources. Staff recommends funding the required consultant engineering project management services related to Central Avenue Overpass, Project No. 1014 with Transportation Impact Fees. Transportation Impact Fees are collected with each new residential, commercial, and industrial project and must be used to fund the construction of transportation improvements identified in the City of Newark Transportation Impact Fee Nexus Study. The Nexus Study determined that construction of a Central Avenue railroad overcrossing would mitigate increases in traffic congestion caused by new development by removing the at-grade railroad crossing on Central Avenue, one of the primary arterials providing access to the residential developments within Bayside Newark.

Staff recommends amending the 2022-2024 Biennial Budget and Capital Improvement Plan to allocate $1,000,000 of Transportation Impact Fee funds to Central Avenue Overpass, Project No. 1014 to fund consultant engineering project management services through the Project's anticipated completion in 2026.

REVIEW AND APPROVAL

Prepared by - Jayson Imai, Assitant City Engineer
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Reviewed by - Lenka Hovorka, Assistant City Manager
Approved by - David J. Benoun, City Manager

Attachments

Resolution
Amendment
Contractual Services Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 1 TO THE CONTRACTUAL SERVICES AGREEMENT WITH PAKPOUR CONSULTING GROUP FOR CIVIL ENGINEERING DEVELOPMENT PLAN CHECK REVIEW AND ENGINEERING PROJECT MANAGEMENT SERVICES AND AMENDING THE BIENNIAL BUDGET

WHEREAS, the City of Newark awarded a Contractual Services Agreement to Pakpour Consulting Group for on-call Civil Engineering development plan check review services with a Not-to-Exceed amount of $237,000 per fiscal year; and

WHEREAS, staff has identified a need to amend the Contractual Services Agreement to increase the Not-to-Exceed amount and expand the scope of work to include engineering project management.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby approve Amendment No. 1 to the Contractual Services Agreements with Pakpour Consulting Group to increase the Not-to-Exceed amount to Six Hundred Thousand Dollars ($600,000) per fiscal year, with any written task orders approved by the Public Works Director based on previously approved budgetary sources.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the above Contractual Services Agreement amendment, on file with the City Clerk, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Council does hereby approve an amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan to allocate $1,000,000 of Transportation Impact Fee funds to project account 1014 by transferring in funds from Traffic Impact Fees (Fund 622) as follows:

	Account	Description	Amount
To:	622.90.091.910.6221.CIP1014	Traffic Impact Fees	$1,000,000
From:	622.3000	Unappropriated Fund Balance	$1,000,000

FIRST AMENDMENT TO THE
CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF NEWARK AND
PAKPOUR CONSULTING GROUP

This First Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Pakpour Consulting Group, a California corporation ("Consultant") (sometimes referred to as "Parties") dated July 28, 2022 (the "Agreement"), is entered into as of _____, 2023 for the provision of on-call civil engineering development plan check review and project management services.

RECITALS

WHEREAS, the Parties executed the Agreement for the purpose of having Consultant perform on-call civil engineering development plan check review services; and

WHEREAS, Section 25, Modifications, of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the Agreement is for two fiscal year terms and the City has the option to extend the Agreement for two additional fiscal years; and

WHEREAS, the Agreement is for a not to exceed amount of Two Hundred Thirty-Seven Thousand Dollars ($237,000.00) per fiscal year; and

WHEREAS, the Parties desire to amend the Agreement, Section 3.A to increase the "Not to Exceed" Compensation amount during certain fiscal years; and

WHEREAS, the Parties desire to amend the Agreement, Section 1, Exhibit "A" to add engineering project management services to the scope of work covered by the Agreement; and

WHEREAS, City staff is authorized to execute this Amendment in a form approved by the City Attorney.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by $363,000 per fiscal year, for a total not to exceed amount of $600,000 per fiscal year.

2. Section 1. Consultant Services, Exhibit "A" of the Agreement, is amended as attached to include engineering project management services.

3. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

CITY OF NEWARK

_____
David J. Benoun
City Manager

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

PAKPOUR CONSULTING GROUP

By: _____

_____
Printed Name

Dated: _____

EXHIBIT A

SCOPE OF SERVICES

Civil Engineering Development Plan Check Review

The desired scope of civil engineering services pertaining to development plan check review encompasses a wide range of activities. Reviewing and managing multiple land development subdivision and Building Permit applications from initial planning entitlement through improvement plan and final map approval, construction and final sign-off may include the following:

- Review of planning entitlement applications such as Tentative Maps, Site Development Reviews, and Conditional Use Permits.
- Development of Conditions of Approval.
- Review of parcel maps, final maps, tract improvement plans, grading plans, street improvement plans, plot plans, and building permit plans for conformance with published City, State, and Federal regulations and engineering standards of practice. Relevant regulations in which the Consultant will be expected to demonstrate proficiency may include, but are not limited to:
    - ADA and accessibility requirements
    - RWQCB MRP compliance and measures including low impact development, source control, design of stormwater treatment measures and sizing calculations (e.g. MRP C.3). Hydromodification standards and the use of BAHM software to both design and review detention and metering devices, as well as trash capture
    - By extension, the Consultant will also be responsible for remaining current with updated regulations and measures.
- Correspond directly with applicants and their design teams; attend meetings with City staff and applicants; write memoranda summarizing plan review comments for transmittal to the applicant; and perform field inspections of projects under construction.
- Perform various tasks at City Hall including writing staff reports for City Council Meetings, preparation of agreements including long-term encroachment agreements, stormwater operations & maintenance agreements, subdivision improvement agreements, administration of surety bonds associated with agreements, grant deed, and grant of easement documents, and review of associated plat maps and legal descriptions.

Additionally, Consultant(s) will be expected to work collaboratively with Public Works staff and other City departments, such as Planning, Building, and Fire, during the review process, maintaining open avenues of communication to facilitate project completion. External agencies that may also require effective communication include Union Sanitary District, Alameda County Water District, Alameda County Flood Control, PG&E (and other dry utility companies), permit applicants, and their respective contractors. The above list is not exhaustive; other services may be sought as the need arises.

Engineering Project Management

As Project Manager for City of Newark Central Avenue Overpass Project, Pakpour Consulting Group will provide the following general scope of work:

- Serve as main point of contact as Project Manager on behalf of the City with design engineers, right-of-way agents, utility companies including rail, other public agencies, property owners, business owners, residents, and other project partners
- Review and update project schedule for all phases of task milestones
- Project oversight of all tasks performed during final design, right of way negotiations, utility coordination, construction and project closeout
- Coordinate on-going progress meetings with external and internal project partners to ensure timely completion of project milestones
- Provide regular, on-going progress updates and look-ahead schedule to the City and project partners
- Provide regular project budget update and forecast to the City
- Assist in acquiring the necessary approvals from outside agencies and/or private entities, including securing project funding
- Project oversight of construction management, material testing and special inspection services during construction
- Perform project closeout on behalf of the City
- Provide engineering analysis/technical memoranda as requested by the City
- Provide other project management services as requested by the City

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CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 28TH day of JULY, 2022 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **PAKPOUR CONSULTING GROUP**, a California corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform on-call civil engineering development plan check review services.

WHEREAS, in response to City's request, Consultant submitted a proposal (hereinafter "Proposal"), now on file with the City Engineer and incorporated herein by reference; and, after negotiations, Consultant agreed to perform the "Services" more particularly described in Exhibit "A" ("Services"), in return for the compensation described in this Agreement and Exhibit "B".

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

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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 Two Hundred Thirty-Seven Thousand Dollars ($237,000) for fiscal year 2022-2023 and for each subsequent fiscal year as may be allocated at, above or below this amount for the specified fiscal year, unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses by City, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

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

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

Invoices shall be sent to:

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

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

C. Payment. Upon receipt of invoice, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified in Exhibit "B", for Services, which are performed in accordance with this Agreement to the satisfaction of City.

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

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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 rendered pursuant to this Agreement.

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

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

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

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

8. INFORMATION AND DOCUMENTATION.

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

B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's

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accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

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

9. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

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

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

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

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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. 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 inquiry; and

2. Insurance Services Office Form Number CA 00 01 covering Code 1 (any auto), or Code 8 (hired) and Code 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 and Insurance policy or proceeds available to the named Insured; whichever is greater.

Consultant shall maintain limits no less than:

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1. General Liability: (including products-completed operations, property damage, bodily injury, and personal and advertising injury)	**$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$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:	**$2,000,000** per occurrence or claim; **$4,000,000** aggregate.

D. <u>Deductibles and Self-Insured Retentions</u>.

Any deductibles or self-insured retentions must be declared to and approved by the City. 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.

E. <u>Claims Made Policies</u>.

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. <u>Wasting Policies</u>.

No policy required by this paragraph 12, except for Errors and Omissions Liability, shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

G. <u>Remedies</u>.

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:

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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. 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 with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

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

3. Notice of Cancellation. Each insurance policy required above shall provide that coverage and shall not be canceled during the term of this Agreement without notice to the 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 California Civil Code.

5. Deductibles and Self-Insured Retentions (SIR). All deductibles and self-insured retentions must be disclosed to the City 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.

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6. Subconsultants. Consultant shall include all subconsultants as insureds 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 City, its officers, officials, directors, employees, and volunteers for losses arising from work performed by Consultant for City.

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

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

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

14. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subconsultants. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERs as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

Consultant/Subconsultant's responsibility for such defense and 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. <u>LICENSES, PERMITS, ETC</u>. 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. <u>TERM/TERMINATION</u>.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on <u>June 30, 2024</u>. At the end of the term, the City may

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renew this Agreement for two (2) one-year terms as authorized by the by the Public Works Director, City Manager, or City Council.

B. Notwithstanding the provisions of paragraph 16 section A above, City may terminate this Agreement at any time and without cause upon written notification to the Consultant. Consultant may cancel this Agreement upon thirty (30) day's written notice to City and shall include in such notice the reasons for cancellation. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

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

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

	CITY OF NEWARK
JOUBIN PAKPOUR	PUBLIC WORKS DIRECTOR
President	**Administrator**
Address: Pakpour Consulting Group 6601 Owens Drive Suite 230 Pleasanton, CA 94588	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.

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22. GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

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

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

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

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

27. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

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

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

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

CITY OF NEWARK,
a municipal corporation

By DocuSigned by: Lenka Hovorka for
5DAB8ABE4F2D491...
David Benoun, City Manager

Date 8/2/2022

PAKPOUR CONSULTING GROUP,
a California corporation

By 6A52E332D449452 Joubin Pakpour
DocuSigned By: Joubin Pakpour

Date 8/1/2022

Joubin Pakpour President
Printed Name, Title

Attest:
DocuSigned by: Sheila Harrington
AD9098DBABE45E...
Sheila Harrington, City Clerk

Date 8/2/2022

Approved as to form:

DocuSigned by: Kristopher J. Kokotaylo
ABEC8AFEC9714B4...
Kristopher Kokotaylo, City Attorney

Date 8/2/2022

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EXHIBIT A

SCOPE OF SERVICES

The desired scope of civil engineering services pertaining to development plan check review encompasses a wide range of activities. Reviewing and managing multiple land development subdivision and Building Permit applications from initial planning entitlement through improvement plan and final map approval, construction and final sign-off may include the following:

- Review of planning entitlement applications such as Tentative Maps, Site Development Reviews, and Conditional Use Permits.
- Development of Conditions of Approval.
- Review of parcel maps, final maps, tract improvement plans, grading plans, street improvement plans, plot plans, and building permit plans for conformance with published City, State, and Federal regulations and engineering standards of practice. Relevant regulations in which the Consultant will be expected to demonstrate proficiency may include, but are not limited to:
    - ADA and accessibility requirements
    - RWQCB MRP compliance and measures including low impact development, source control, design of stormwater treatment measures and sizing calculations (e.g. MRP C.3). Hydromodification standards and the use of BAHM software to both design and review detention and metering devices, as well as trash capture
    - By extension, the Consultant will also be responsible for remaining current with updated regulations and measures.
- Correspond directly with applicants and their design teams; attend meetings with City staff and applicants; write memoranda summarizing plan review comments for transmittal to the applicant; and perform field inspections of projects under construction.
- Perform various tasks at City Hall including writing staff reports for City Council Meetings, preparation of agreements including long-term encroachment agreements, stormwater operations & maintenance agreements, subdivision improvement agreements, administration of surety bonds associated with agreements, grant deed, and grant of easement documents, and review of associated plat maps and legal descriptions.

Additionally, Consultant(s) will be expected to work collaboratively with Public Works staff and other City departments, such as Planning, Building, and Fire, during the review process, maintaining open avenues of communication to facilitate project completion. External agencies that may also require effective communication include Union Sanitary District, Alameda County Water District, Alameda County Flood Control, PG&E (and other dry utility companies), permit applicants, and their respective contractors. The above list is not exhaustive; other services may be sought as the need arises.

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EXHIBIT B

PAYMENT

Billing Rates | *Fiscal Year 2022-2023*

Position	Hourly Rate
Principal Engineer	$235
Senior Engineer	$205
Senior Designer	$195
Associate Engineer	$185
Associate Designer	$175
Project Engineer	$165
Project Designer	$155
Assistant Engineer	$145
Assistant Designer	$135
Engineering Technician	$115
Administrative Assistant	$80
Public Works Inspector	$160

A five percent (5%) direct cost multiplier will be applied in lieu of charging for direct expenses. A 10% markup will be added to subconsultants. A 1.3 multiplier will be applied to the hourly rate of inspectors working more than 8 hours per day and/or 40 hours per week.

STAFF REPORT

Item D. 5.

DATE	06/08/2023
TO	Honorable Mayor and City Council Members
FROM	Brett Oeverndiek, Administrative Analyst
SUBJECT	Adopt a resolution authorizing the City Manager to execute Contractual Services Agreements, in a form approved by the City Attorney, with Interactive Resources, Inc., The KPA Group, and Verde Design for on-call architectural services

SUMMARY AND RECOMMENDATION

The City of Newark utilizes outside consultants to perform architectural services to help the City with various projects. To meet current demands, a competitive Request for Qualifications (RFQ) for On-Call Architectural Services was released. Based on staff's analysis of the seven (7) RFQ responses received, Interactive Resources, Inc., The KPA Group, and Verde Design, Inc. were determined to be the firms who will provide the best overall service to the City.

Staff recommends that the City Council, by resolution, authorize the City Manager to enter into Contractual Services Agreements, in a form approved by the City Attorney, with Interactive Resources, Inc., The KPA Group, and Verde Design, Inc. in an amount not to exceed $250,000 each, per fiscal year, for On-Call Architectural Services for an initial term of two (2) years, with an option to extend for three (3) additional one (1) year periods.

BACKGROUND

The Public Works Department has a growing backlog of important building improvement and site improvement projects in the current Capital Improvement Plan. There are a sufficient number and variety of projects that architectural design services are needed to assist with the preparation of final plans, specifications, and estimates for the construction stage of these projects.

The City has previously utilized outside consultants to perform on-call architectural services over the years. The Public Works Department released a Request for Qualification (RFQ) in accordance with the City's Purchasing Rules and Regulations for On-Call Architectural Services. The RFQ specified firm(s) selection would be made based on the proposed cost for services, qualification and experience of firm and staff identified, the firm's understanding of the City's desires and general approach to completing the work, and other factors.

DISCUSSION/ANALYSIS

In response to the RFQ, Public Works Department staff received a total of seven (7) responses on or before May 2, 2023, from the following firms:

Advance Design Consultants, Inc.
Aetypic
Callander Associates
Interactive Resources, Inc.
Joseph Chow & Associates, Inc.
The KPA Group
Verde Design

Responses from each of the firms were evaluated based on the selection criteria listed in the RFQ. Interactive Resources, Inc., The KPA Group, and Verde Design provided the most comprehensive responses and satisfied the stated selection criteria. All three (3) firms have provided similar services of a similar nature to other local municipalities including the cities of East Palo Alto, Fremont, and Mountain View. Staff is therefore recommending the selection of Interactive Resources, Inc., The KPA Group, and Verde Design, Inc. to provide on-call architectural services for an initial term of two (2) years, with an option to extend for three (3) additional one (1) year periods.

Three firms were selected to cover the variety of architectual services needed and ensure services can be provided in a timely manner. The amount of $250,000 per contract was determined by estimating the cost of services to address the projects backlog. The selected firms will provide various on-call architectural services to help the City with all aspects of Capital Improvement Plan building projects, building maintenance projects, site improvements, and landscape and other projects. The required scope of services will include, but may not be limited to the following:

- Provide staff and services on an on-call, as-needed basis
- Provide design services for renovations and modifications of existing public buildings and parks
- Provide personnel or subconsultants for civil, structural, mechanical, electrical, asbestos and lead abatement, and landscaping architecture
- Provide the full range of architectural and engineering services including preliminary studies, public outreach, renderings, drawings, specifications, estimates, scopes of work and other professional services

Typical projects may include, but are not limited to:

- Building renovations such as office, kitchen, and bathroom remodeling; exterior façade renovations; structural modifications or additions; seismic upgrades; ADA upgrades; HVAC upgrades; roofing upgrades; “green” building upgrades; and code compliance alterations
- Site alterations such as fencing and access gate additions or modifications; driveway and parking lot modifications; accessory structure additions or modifications; a variety of security measures; and landscape and irrigation improvements
- Park improvements such as play structures, play fields and courts, irrigation,

utilities, grading, landscape, pathways, hardscapes, buildings, parking lots, and lighting

Specific work activities under each agreement will be authorized by individual task orders and subject to funding approval by the City Council through the Capital Improvement Plan or department operating budgets.

FISCAL IMPACT

The 2022-2024 Biennial Budget and Capital Improvement Plan contains sufficient funding for this scope of work through Capital Projects Fund (Fund 610). No budget modifications are necessary at this time. Should department or capital project funding be insufficient for future services, budget approval will be sought on a per-project basis prior to staff authorization of an individual task order.

REVIEW AND APPROVAL

Prepared by - Brett Oeverndiek, Administrative Analyst
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Reviewed by - Lenka Hovorka, Assistant City Manager
Approved by - David Benoun, City Manager

Attachments

On-Call Architects Resolution

On-Call Architects Request for Qualifications

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTUAL SERVICES AGREEMENTS WITH INTERACTIVE RESOURCES, INC., THE KPA GROUP, AND VERDE DESIGN, INC. IN AN AMOUNT NOT TO EXCEED $250,000 EACH, PER FISCAL YEAR, FOR AN INITIAL TERM OF TWO (2) YEARS, WITH AN OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS

WHEREAS, the City of Newark has a growing backlog of Capital Improvement Plan building projects, building maintenance projects, site improvements, and landscape and other projects; and

WHEREAS, the Public Works Department issued a Request for Qualifications for on-call architectural services to assist the City with reducing the backlog of projects; and

WHEREAS, a total of seven (7) statements of qualifications were received and evaluated by staff on their cost of services, qualifications and experience of firm and staff identified, the firm's understanding of the City's desires and general approach to completing the work, and other factors; and

WHEREAS, based on staff's evaluations, Interactive Resources, Inc., The KPA Group, and Verde Design, Inc. were determined to be the firms who will provide the best overall service to the City.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to execute Contractual Services Agreements, each in a form approved by the City Attorney, with Interactive Resources, Inc., The KPA Group, and Verde Design, Inc. in an amount not to exceed $250,000 each, per fiscal year, for an initial term of two (2) years.

BE IT FURTHER RESOLVED that specific consultant work activities shall be authorized by the City Manager or their designee with individual Task Orders, and all such activities are subject to prior budgetary funding authorization.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to extend the proposed Contractual Services Agreements to for up to three (3) additional one (1) year terms.

(062217 jir1)

REQUEST FOR QUALIFICATIONS

On-Call Architectural Services

STATEMENTS OF QUALIFICATIONS MUST BE RECEIVED BY:

Tuesday, May 2, 2023
by 3:00 PM

City of Newark
Department of Public Works
37101 Newark Boulevard
Newark, CA 94560

Point of Contact:
Mr. Brett Oeverndiek
Administrative Analyst
(510) 578-4257
brett.oeverndiek@newark.org

REQUEST FOR QUALIFICATIONS (RFQ)
ON-CALL ARCHITECTURAL SERVICES

1. INTRODUCTION

The City of Newark is seeking one or more experienced and qualified firm(s) or team(s) (Consultant) to provide on-call Architectural Services. The City may issue multiple contracts for these services, to be used as needs arise for a variety of small and medium-sized projects.

2. BACKGROUND

The City of Newark is located in Southern Alameda County at the east end of the Dumbarton Bridge, 30 miles south of Oakland and 15 miles north of San Jose. Newark was incorporated as a General Law City in 1955 and has a Council/Manager form of government. Newark's population is approximately 47,229, with an encompassed area of approximately 13 square miles. Additional information regarding the City of Newark can be found on the City's website at www.newark.org.

3. GENERAL

The selected firm(s) will work under the general direction of the Public Works Director or designee to perform services as they are required. Consultant selection will be at the sole discretion of the City. No consultant is guaranteed work.

The selected consultant(s) will enter into a Contractual Services Agreement which will specify the billing rates, personnel to be assigned, and other terms. No monthly retainer is anticipated. Consultant work will be authorized by Task Orders issued by the City in the form of a written request. The City's usage of the consultant's services are on an as-needed basis so that if the demand is not there, then the services will not be requested. For each on-call service request, the consultant and the City will agree upon the specific scope of work and cost for that project. The City has the right to retain other consulting firms at its sole discretion when the City believes there will be an economic or other significant advantage for doing so. Services for each contract will be provided on a negotiated fee basis, per Task Order. No minimum amount of work is guaranteed under these agreements. Compensation will be based on time and materials with a not-to-exceed limit agreed upon by both Consultant and City before work begins.

The City is requesting services for a minimum term of two (2) years, renewable for three (3) additional one (1) year periods, upon mutual consent of the City and Consultant. Approximately 60 days prior to the end of each agreement period, a meeting may be held between the consultant(s) and City of Newark staff to conduct a performance review, revise the scope and/or language of the agreement, and submit the consultants' most current rate schedules. The Contractual Services Agreement requires the City Council's approval. Extensions to the term of the agreement, as allowed, will be subject to review and approval of the Public Works Director, City Manager, and/or City Council.

4. SCOPE OF SERVICES

The selected firm(s) will provide various on-call architectural services to help the City with all aspects of Capital Improvement Plan building projects, building maintenance projects, and site improvements and other projects. The required scope of services will include, but may not be limited to the following:

- Provide staff and services on an on-call, as-needed basis.
- Provide design services for renovations and modifications of existing public buildings and parks.
- Provide personnel or subconsultants for civil, structural, mechanical, electrical, asbestos and lead abatement, landscaping architecture.
- Provide the full range of architectural and engineering services including preliminary studies, public outreach, renderings, drawings, specifications, estimates, scopes of work and other professional services.
- Perform construction administration services, including evaluate bids and provide recommendations to the City for contract awards; submittal reviews; cost estimate and schedule review; respond to RFIs; and drafts of change orders; conduct regular site inspections, and attend scheduled site meetings; provide observation of contractor's operations and work to determine compliance with plans and specifications, quality of workmanship and progress including a written report to the City every week at a minimum; process payment applications; prepare punch-list; coordinate preparation of O&M manuals and warranties; and final inspections for compliance with contract documents and code requirements.
- Prepare reports that summarize observations or site analysis, evaluate alternatives, present recommendations, estimate costs of implementation, and make conclusions.

Typical projects may include:

- Building renovations such as office, kitchen, and bathroom remodeling; exterior façade renovations; structural modifications or additions; seismic upgrades; ADA upgrades; HVAC upgrades; roofing upgrades; "green" building upgrades; and code compliance alterations.
- Site alterations such as fencing and access gate additions or modifications; driveway and parking lot modifications; accessory structure additions or modifications; a variety of security measures; and landscape and irrigation improvements.
- Park improvements such as play structures, play fields and courts, irrigation, utilities, grading, landscape, pathways, hardscapes, buildings, parking lots, and lighting.

5. STATEMENT OF QUALIFICATIONS/PROPOSALS FORMAT AND CONTENT

Proposals shall be brief, precise, and shall not include unnecessary promotional material. The Proposals shall not exceed twenty (20) pages, single-sided, excluding cover letter and resumes.

Proposals shall contain the following elements in the exact order and segmentation listed below:

a. *Cover Letter*. Describe your firm or team's interest and commitment in providing on-call architectural services to the City. The letter shall be signed by a person authorized to negotiate a contract with the City.

b. *Staffing, Team Experience and Understanding of Requested Services & Objectives*. Describe the qualifications and experience of the team members expected to be assigned to this project. The description shall include previous experience with similar on-call contracts. Include an organization chart and provide a matrix including which projects team

members have worked on together in the past. Provide a discussion demonstrating the firm's understanding of the services to be provided and their significance to the overall City goals.

c. *Experience providing similar services*. The consultant must present significant evidence of successful completion of similar on-call services provided for local government clients over the past five years.

d. *Resumes*. Include single page resumes of the architects, and other key personnel to be assigned to the consultant team. It is expected that designated key staff will remain for the duration of the agreement. Key staff substitutions will be allowed only after consultation and concurrence with the City.

e. *References*. Provide at least three references (name, agency, title, address and telephone number) for recent similar or related work.

f. *Rate Schedule.* Present proposed compensation rate schedule for services.

g. *City's Standard Contractual Services Agreement*. A sample of the City's Standard Contractual Services Agreement (Agreement), including insurance requirements, is provided as **Attachment A**. If the interested firm would like to request amendments or exceptions to the Agreement and/or insurance requirements, these shall be specifically noted in the Statement of Qualifications. Otherwise, provide confirmation of your firm's ability to meet the City's Standard Services Agreement and insurance requirements. Requested amendments and exceptions will be taken into consideration in evaluating the Statement of Qualifications. Requests for amendments and/or exceptions to the Agreement will not be considered if not included in the submitted Statement of Qualifications.

h. *Other Relevant Information*. Provide additional relevant information that may be helpful in the selection process.

i. *Conflicts of Interest.* Disclosure of any past, ongoing, or potential conflicts of interest which the selected firm(s) may have as a result of performing the work for this project.

6. SELECTION CRITERIA, SELECTION PROCESS, AND SCHEDULE

Statements of Qualifications will be screened, and the top candidate(s) will be reviewed by a selection committee. The qualifications for the top candidates will be verified and references will be checked. In reviewing the Statements of Qualifications, the City will carefully weigh:

- Consultant's understanding of the City's desires and general approach to completing the work
- Consultant's experience with contracts of similar scope, complexity and magnitude
- Qualifications of the staff being assigned to this project

- Demonstrated ability of the Consultant to perform high quality work, to control costs and to meet time schedules
- Satisfaction of previous clients
- Ability to work effectively with City staff
- Proposed rate schedule

The City retains sole discretion to evaluate proposals and may make an award to the Consultant(s) the City deems to have the most responsive Statement of Qualifications. Receipt of proposals in response to this RFQ does not obligate the City in any way to engage any Consultant and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with a Consultant, and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreements entered into. The City's target dates are as follows:

Release of RFP:	April 10, 2023
Electronic proposals due:	May 2, 2023 by 5:00 p.m.
Services Agreement scheduled for Council approval:	May 25, 2023 to June 8, 2023

7. SUBMITTAL GUIDELINES

Interested firms shall e-mail an **electronic pdf file** of their Statement of Qualifications to Mr. Brett Oeverndiek, Administrative Analyst, at brett.oeverndiek@newark.org. Electronic pdf files shall be named using the following format:

"Consultant Name – On-Call Architectural Services"

Electronic copies of the proposals must be received by **3:00 p.m. on Tuesday, May 2, 2023.**

The City assumes no responsibility for failure or delays in delivery caused by electronic delivery service (e-mail). All interested firms are advised that the City limits receipt of e-mail attachments to approximately 15MB. **It is strongly suggested that larger electronic PDF files be sent via a file sharing service such as Dropbox or Hightail**. Every attempt will be made to send a confirmation e-mail to firms responding to this RFP; however, it may not be possible for City staff to respond in a timely manner to e-mails sent just prior to the stated deadline.

Any changes made by the City to the requirements in this RFQ will be made by written addenda. Any written addenda issued to this RFQ shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFQ as the result of oral instructions. The City reserves the right to revise or withdraw this RFQ at any time and for any reason.

The City reserves the right to reject any and all proposals and to waive any minor informalities, irregularities, and/or non-responsiveness that does not influence the competitive nature of the proposal, to request additional information concerning any statement for purposes of clarification,

to accept or negotiate any modification to any statement following the deadline for receipt of all statements, and to waive any irregularities if such would serve the best interests of the City.

All inquiries regarding the RFQ should be directed to Mr. Brett Oeverndiek, Administrative Analyst, by telephone at (510) 578-4257, or preferably by email at brett.oeverndiek@newark.org

Additional Submittal Information

All costs incurred during proposal preparation or in any way associated with the Consultant's preparations, submission, presentation, or oral interview, if held, shall be the sole responsibility of the Consultant.

If awarded a contract, the Consultant shall maintain insurance coverage, including errors and omissions and worker's compensation, reflecting the minimum amounts and conditions specified by the City as outlined in the attached Contractual Services Agreement. Consultants are liable for all errors or omissions contained in their Statement of Qualifications. By submitting a Statement of Qualifications, interested firms represent that they: (1) have thoroughly examined and become familiar with the Work required under this RFQ; (2) comprehend all conditions that may impact the requested scope of services; (3) have reviewed of all addenda, if any; and (4) are capable of providing the equipment, goods and services necessary to perform the requested scope of services and/or meet the specifications outlined in this RFQ, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at firms' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFQ documents. Once the award has been made, failure of a firm to have read all of the conditions and instructions of the RFQ and/or the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a firm to withdraw its Statement of Qualifications or to seek additional compensation.

Additionally, if awarded a contract, the Consultant shall maintain a valid City of Newark business license at all times during the performance of work under the contract.

All Statements of Qualifications and rates set forth therein shall be deemed to include applicable taxes. Interested firms shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses or permits shall be the responsibility of the selected firm(s). The selected firm(s) is liable for any and all taxes due as a result of the agreement.

Attachment A

Standard Contractual Services Agreement

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this day of , 2023 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and _, a CALIFORNIA CORPORATION ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including:

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" ("Services"), 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.

WHEREAS, Consultant had agreed to and has been performing similar services for City during the period between _____ and _____ pursuant to the award of consecutive service agreements.

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 _____ and No/100 Dollars ($_____.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
Attn: 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 an invoice, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified in Exhibit "B", for Services, which are performed in accordance with this Agreement to the satisfaction of City.

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

4. ADDITIONAL SERVICES. In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written task order approved in advance of the performance thereof. Such task order shall include a description

of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

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

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 Services 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. PUBLIC WORKS REQUIREMENTS. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

13. PUBLIC WORKS CONTRACTOR REGISTRATION. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

A. Verification of Coverage.

Consultant shall furnish City with original certificates 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
Attn: Risk Manager
37101 Newark Boulevard
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. <u>Minimum Scope of Insurance</u>.

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01covering 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 Code 1, (any auto), or Code 8 (hired) and Code 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. <u>Minimum Limits of Insurance</u>.

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 and Insurance policy or proceeds available to the named Insured; whichever is greater.

Consultant shall maintain limits no less than:

1. General Liability: (including products and completed operations, property damage, bodily injury, and personal and advertising injury)	**$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$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; $2,000,000 aggregate.

D. <u>Deductibles and Self-Insured Retentions</u>.

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. <u>Claims Made Policies</u>.

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. <u>Wasting Policies</u>.

No policy required by this paragraph 14 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

G. <u>Remedies</u>.

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. <u>Acceptability of Insurers</u>.

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 with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

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

3. Notice of Cancellation. Each insurance policy required above 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 California Civil Code.

5. Deductibles and Self-Insured Retentions (SIR). All deductibles and 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 insureds 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 City, its officers, officials, directors, employees, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 14 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 these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

15. 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 19, herein below) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

16. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subconsultants. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to

defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

Consultant/Subconsultant's responsibility for such defense and 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.

17. 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.

18. 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 18 Section A above, City may terminate this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation. 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.

19. CONTRACT ADMINISTRATION. This Agreement shall be administered by _____ of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

20. 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:

_____	**CITY OF NEWARK**
_____	_____
Consultant	**Administrator**
Address: _____	City of Newark
_____	Attn: _____
_____	37101 Newark Boulevard
_____	Newark, CA 94560

21. 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.

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

23. 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.

24. 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.

25. 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.

26. 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.

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

28. 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.

29. <u>ENTIRE AGREEMENT</u>. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

30. <u>SIGNATURES</u>. 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.

31. <u>COVENANT AGAINST CONTINGENT FEES</u>. 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

By _____
City of Newark

Date _____

Attest:

_____
City Clerk

Date _____

Approved as to form:

_____
_____

By _____
Consultant

Date _____

_____
Printed Name

_____
City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

PAYMENT

EXHIBIT C

QUALIFICATIONS

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage

obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

STAFF REPORT

Item D. 6.

DATE	06/08/2023
TO	Honorable Mayor and City Council Members
FROM	Jayson Imai, Assistant City Engineer
SUBJECT	Adopt a resolution approving Amendment No. 2 to the Contractual Services Agreement with Fehr & Peers for additional traffic engineering and transportation planning services and amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan.

SUMMARY AND RECOMMENDATION

Engineering staff will soon initiate efforts to develop and update various Master Plan documents and General Plan policies. The first of which is an update to the City's Pedestrian & Bicycle Master Plan, originally adopted in 2017. The second would establish the City's Vehicle Miles Traveled Policy and Guidelines in compliance with Senate Bill 743. The third would reevaluate and revise the City's established Truck Routes.

Staff recommends amending the Contractual Services Agreement with Fehr & Peers to increase the not-to-exceed amount to four hundred thousand dollars ($400,000) per fiscal year to provide additional transportation planning services in support of these Master Plan and General Plan policy updates. Staff further recommends amending the 2022-2024 Biennial Budget to allocate $284,249 of Community Development Maintenance Funds to Pedestrian & Bicycle Master Plan Update, Project No. 1354; Vehicle Miles Traveled Policy, Project No. 1355; and Revisions to City Truck Routes, Project No. 1356.

BACKGROUND

In June 2020, the City awarded an On-Call Contractual Services Agreement to Fehr & Peers for traffic engineering and transportation planning services with an annual not-to-exceed amount of $10,000 per fiscal year. This not-to-exceed amount was initially based on Public Works Engineering Division's Operating Budget for Contractual Services and reflected non-personnel reductions in the 2020-2022 Biennial Budget and Capital Improvement Plan.

In January 2021, the City issued a Task Order to Fehr & Peers to increase their not-to-exceed amount for Fiscal Year 2021 by three thousand eight hundred dollars ($3,800) to thirteen thousand eight hundred dollars ($13,800) for additional transportation planning services related to the preparation of the City's Alameda County Transportation Commission (ACTC) 2022 Comprehensive Investment Plan application for Cherry Street Class IV Separated Bikeways, Project No. 1254.

In September 2021, City Council approved Amendment No. 1 to the On-Call Contractual Service Agreement with Fehr & Peers to increase the not-to-exceed amount to two hundred thousand dollars ($200,000) per fiscal year. This increased not-to-exceed amount would no longer be limited to the Engineering Division's Operating Budget. Instead, services performed under Fehr & Peers' Agreement would be authorized by the Public Works Director through written Task Orders which identify the approved budgetary source. The increased not-to-exceed amount allowed such Task Orders to be issued to Fehr & Peers for traffic engineering services related to the preparation of construction documents for Cherry Street Class IV Separated Bikeways Project and development of Newark's Local Roadway Safety Plan, among other projects with previously approved budget sources.

In June 2022, pursuant to the terms of the Agreement and Amendment No. 1 thereto, the City extended the Contractual Services Agreement with Fehr & Peers for an additional one-year term through June 30, 2023, with a not-to exceed amount of $200,000 per fiscal year.

DISCUSSION/ANALYSIS

As was the case with Amendment No. 1 to Fehr & Peers' Contractual Service Agreement, the Engineering Division often requires professional services from on-call consultants related to projects funded by sources outside of the Division's Operating Budget. Examples of three such projects are provided below.

Pedestrian & Bicycle Master Plan Update, Project No. 1354

In February 2017, Fehr & Peers prepared, and City Council approved the City's first Pedestrian and Bicycle Master Plan which continues to serve as a comprehensive long-range planning document that provides a vision for Newark's biking and walking environment, as well as a necessary tool that allows the City to continue to compete for and secure discretionary local, state, and federal funding for bicycle and pedestrian improvements. Fehr & Peers has submitted a scope and fee proposal in the amount of $195,159.00 for additional on-call transportation planning services related to preparation of a required update to the City's Pedestrian and Bicycle Master Plan.

Community Engagement for development of the Pedestrian and Bicycle Master Plan Update will commence late this summer and will include community pop-up events, online surveys, and presentations to City Council. Prioritization of recommended pedestrian and bicycle improvement projects is anticipated to begin in Spring 2024 and will assist in the development of the City's upcoming 2024-2026 Capital Improvement Plan.

Vehicle Miles Traveled Policy, Project No. 1355

The California Environmental Quality Act (CEQA) requires land use development and transportation projects to identify, disclose, and mitigate environmental impacts. Historically, many lead agencies, including Newark, chose to use Level of Service

(LOS), a measure of vehicle delay, to define transportation impacts under CEQA. Mitigations for LOS impacts compelled communities to widen roads and incentivized spread-out land use patterns resulting over time in more driving, congestion, and pollution.

Senate Bill 743 (Steinberg, 2013), codified in Public Resources Code section 21099, requires lead agencies to replace LOS to better align transportation impact criteria with State environmental, economic, and public health goals. The criteria for determining the significance of transportation impacts and setting new thresholds must "promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses." The Governor's Office of Planning and Research (OPR) recommends that jurisdictions replace LOS with Vehicle Miles Traveled (VMT) based metrics. This shift will better align transportation impact analysis and mitigation outcomes to reduce greenhouse gas emissions, encourage infill development, and improve public health. Jurisdictions in California are now required to use VMT based metrics to evaluate environmental impacts related to transportation. Although cities can still use LOS within the local development review process to inform site access and traffic operations decisions, LOS cannot be used to evaluate CEQA impacts or mitigations.

In response to SB 743, OPR, the Metropolitan Transportation Commission (MTC), and the Alameda County Transportation Commission (ACTC) have developed general, regional, and countywide guidelines and VMT thresholds that may be used by jurisdictions in absence of their own established guidelines and VMT thresholds. However, because Newark's land use, density, and access to quality transit options differ from many other jurisdictions within the County and Bay Area, staff recommends establishing and utilizing VMT guidelines and thresholds specific to the City of Newark, as allowed by SB 743. Fehr & Peers has submitted a scope and fee proposal in the amount of $15,720 for additional on-call transportation planning services related to the development of the City of Newark's VMT Policy and Guidelines.

Revisions to City Truck Routes, Project No. 1356

Section 10.32.010 of the Newark Municipal Code allows streets or portions of street within the City to be designated as "Truck Routes" for the movement of vehicles exceeding a maximum gross weight of three tons. Figure T-4 of the General Plan establishes and illustrates the currently designated Truck Routes within the City. Recently approved Specific Plans within the City, specifically the Bayside Newark and Old Town Specific Plans, have created a need to reevaluate Newark's Truck Routes due to observed and potential shifts in traffic patterns and roadway infrastructure improvements.

Fehr & Peers has submitted a scope and fee proposal in the amount of $73,370 for additional on-call transportation planning services related to the analysis and development of revisions to the City of Newark's established Truck Routes.

Staff recommends amending the Consultant Services Agreement with Fehr & Peers to increase the not-to-exceed amount by two hundred thousand dollars ($200,000) from

the current not-to-exceed amount of two hundred thousand dollars ($200,000) to four hundred thousand dollars ($400,000) per fiscal year. Similar to Amendment No. 1, this increased not-to-exceed amount would not be limited to the Engineering Division's Operating Budget. Services performed under the Amended Agreement would be authorized by the Public Works Director through written Task Orders which identify the approved budgetary source. The increased not-to-exceed amount would allow such Task Orders to be issued to Fehr & Peers for transportation planning services related to the City's Pedestrian & Bicycle Master Plan update, development of the City's VMT policy and guidelines, and reevaluation and revisions to the City's Truck Routes.

FISCAL IMPACT

Staff recommends amending the 2022-2024 Biennial Budget and Capital Improvement Plan to allocate a total of $284,249 of Community Development Maintenance Funds (Fund 625) as follows:

Pedestrian & Bicycle Master Plan Update, Project No. 1354	$195,159
Vehicle Miles Traveled Policy, Project No. 1355	$15,720
Revisions to City Truck Routes, Project No. 1356	$73,370
TOTAL	**$284,249**

Community Development Maintenance Funds are collected with each Building Permit issued and may be used to pay for feasibility studies or master plans that are related to the actual costs of maintaining and updating the Newark General Plan, Zoning Ordinance, and other related regulations. There are sufficient Community Development Maintenance Funds in the 2022-2024 Biennial Budget and Capital Improvement Plan to fund the three project allocations.

REVIEW AND APPROVAL

Prepared by - Jayson Imai, Assistant City Engineer
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Reviewed by - Lenka Hovorka, Assistant City Manager
Approved by - David J. Benoun, City Manager

Attachments

Resolution Fehr & Peers
Amendment No. 2 to Agreement
Contractual Services Agreement
Amendment No.1 to Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 2 TO THE CONTRACTUAL SERVICES AGREEMENT WITH FEHR & PEERS FOR TRAFFIC ENGINEERING AND TRANSPORTATION PLANNING SERVICES AND AMENDMENT OF THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, in June 2020 the City of Newark awarded a Contractual Services Agreement to Fehr & Peers for on-call traffic engineering and transportation planning services; and

WHEREAS, in September 2021 City Council approved Amendment No. 1 to the Contractual Services Agreement with Fehr & Peers to increase the not-to-exceed amount to two hundred thousand dollars per fiscal year; and

WHEREAS, in June 2022, pursuant to the terms of the Agreement and Amendment No. 1 thereto, the City extended the Contractual Services Agreement with Fehr & Peers for an additional one-year term through June 30, 2023, with a not-to exceed amount of $200,000; and

WHEREAS, staff has identified a need to again amend the Contractual Services to increase the not-to Exceed amount.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby approve Amendment No. 2 to the Contractual Services Agreements with Fehr & Peers to increase the not-to-exceed amount of the Contractual Services Agreement to Four Hundred Thousand Dollars ($400,000) per Fiscal Year, with any written task orders approved by the Public Works Director based on previously approved budgetary sources.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the above Contractual Services Agreement amendment, on file with the City Clerk, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Council does hereby approve an amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan to allocate $284,249 to project accounts 1354, 1355 and 1356 from Community Development Maintenance funds (Fund 625) as follows:

	Account	Description	Amount
TO:	625.90.091.910.6221.CIP1354	Development Maintenance Impact Fees	$195,159
TO:	625.90.091.910.6221.CIP1355	Development Maintenance Impact Fees	$15,720
TO:	625.90.091.910.6221.CIP1356	Development Maintenance Impact Fees	$73,370
FR:	625.3000	Unappropriated Fund Balance	$284,249

SECOND AMENDMENT TO THE
CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF NEWARK AND
FEHR & PEERS

This Second Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Fehr & Peers, a California corporation ("Consultant") (sometimes referred to as "Parties") dated June 25, 2020 (the "Agreement"), is entered into as of _____, 2023 for the provision of on-call traffic engineering and transportation planning services.

RECITALS

WHEREAS, the Parties executed the Agreement for the purpose of having Consultant perform on-call traffic engineering and transportation planning services; and

WHEREAS, Section 27, Modifications, of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, on November 2, 2021, the Parities executed Amendment No. 1 to the Agreement to increase the "Not to Exceed" compensation amount per fiscal year to Two Hundred Thousand Dollars ($200,000.00) per fiscal year; and

WHEREAS, the Agreement is for two fiscal year terms and the City has the option to extend the Agreement for two additional fiscal years; and

WHEREAS, the Parties again desire to amend the Agreement, Section 3.A to further increase the "Not to Exceed" Compensation amount; and

WHEREAS, City staff is authorized to execute this Amendment in a form approved by the City Attorney.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by $200,000 per fiscal year, for a total not to exceed amount of $400,000 per fiscal year.

2. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

CITY OF NEWARK

_____
David J. Benoun
City Manager

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

FEHR & PEERS

By: _____

_____
Printed Name

Dated: _____

C 20040
R 11089

CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 25th day of June, 2020 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **FEHR & PEERS**, a California Corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: on-call traffic engineering and transportation planning services.

WHEREAS, in response to City's request, Consultant submitted a Statement of Qualifications (hereinafter "SOQ"), a copy of which is on file at the office of the City Engineer and, after negotiations, Consultant agreed to perform the Services more particularly described in Exhibit "A" ("Services"), in return for the compensation described in this Agreement and at the rates as set forth in Exhibit "B".

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in the SOQ, 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 Ten Thousand and No/100 Dollars ($10,000.00) per fiscal year (July 1st – June 30th) 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
Attn: 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 an invoice, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified in Exhibit "B", for Services, which are performed in accordance with this Agreement to the satisfaction of City.

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

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

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

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

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its Subconsultants, if any, identified in the SOQ. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or Subconsultants identified in the SOQ, 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 Services 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 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. **PUBLIC WORKS REQUIREMENTS.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit C.

13. **PUBLIC WORKS CONTRACTOR REGISTRATION.** Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

A. **Verification of Coverage.**

Consultant shall furnish City with original certificates 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
Attn: Risk Manager
37101 Newark Boulevard
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 01covering 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 Code 1, (any auto), or Code 8 (hired) and Code 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 and Insurance policy or proceeds available to the named Insured; whichever is greater.

Consultant shall maintain limits no less than:

1. General Liability: (including products and completed operations, property damage, bodily injury, and personal and advertising injury)	**$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$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:	**$2,000,000** per occurrence or claim; $2,000,000 aggregate.

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 14 except the Errors and Omissions Liability policy 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 with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

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

3. Notice of Cancellation. Each insurance policy required above 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 California Civil Code.

5. Deductibles and Self-Insured Retentions (SIR). All deductibles and 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 insureds 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 City, its officers, officials, directors, employees, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 14 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 these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

15. 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 19, herein below) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

16. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subconsultants. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel

if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

Consultant/Subconsultant's responsibility for such defense and 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.

17. 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.

18. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on June 30, 2022. At the end of the term, the City may renew this Agreement for two on-year terms as authorized by the Public Works Director, City Manager, or City Council.

B. Notwithstanding the provisions of paragraph 18 Section A above, City may terminate this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation. 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.

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

20. 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:

FEHR & PEERS	**CITY OF NEWARK**
RYAN MCCLAIN	PUBLIC WORKS DIRECTOR
Project Manager	**Administrator**
Address: Fehr & Peers 100 Pringle Avenue, Suite 600 Walnut Creek, CA 94596	City of Newark Attn: Public Works Director 37101 Newark Boulevard Newark, CA 94560

21. 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.

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

23. 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.

24. 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.

25. 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.

26. 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.

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

28. 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.

29. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

30. 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.

31. 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

By _____
City of Newark

Date 7-7-20

FEHR & PEERS
a California corporation

By _____

Date 6/26/20

Ryan McClain
Printed Name

Attest:

Sheila Harrington
City Clerk

Date 7/7/2020

Approved as to form:

K Kolstrytis
City Attorney

Date 7/7/2020

EXHIBIT A

SCOPE OF SERVICES

Consultant services shall include, but not be limited to the following tasks:

- **Traffic Engineering**
  - Traffic signal timing and coordination
  - Traffic signal design
  - Review of traffic signal plans submitted as part of private developments
  - Complete Street Policy design elements and implementation plans
  - Design of Green Infrastructure concepts
  - Traffic impact studies
  - Intelligent Transportation System (ITS) applications
  - ITS communication needs
  - Travel demand modeling
  - Corridor and intersection analysis, including operations, safety, and level of service
  - Warrant studies
  - Review/prepare construction detour plans
  - Parking studies
  - Signing, marking, and striping plans
  - Roadway, intersection, and roundabout design
  - Develop technical information for grant applications (TFCA, OTS, PASS, HSIP etc.)
  - Review Countywide Transportation Model; coordinate with County's consultant and provide traffic/transportation data as required
  - Review Transportation section of Environmental Impact Reports

- **Transportation Planning**
  - Street circulation planning and design
  - Bicycle facility planning and design
  - Pedestrian facility planning and design
  - Transit planning, design and operations
  - Transportation systems management/transportation demand management strategies
  - Traffic calming assessment and design
  - Assist with environmental studies
  - Data collection for all transportation modes; including but not limited to traffic counts, vehicle classification counts, parking surveys, origin-destination surveys, GPS data collection, and assessment of existing conditions
  - Cost estimates (planning level)
  - Public outreach – Tasks may include developing materials for the public. This may include content for the City's web site

- Preparation of grant applications
- Preparation of plan documents
- Feasibility studies – all modes
- GPS field data collection, inventory management, and GIS integration.
- Traffic Sign Retroreflectivity standards implementation and traffic sign inventory data management

EXHIBIT B

RATE SCHEDULE

Classification	Hourly Rate
Principal	$215.00 - $350.00
Senior Associate	$180.00 - $340.00
Associate	$155.00 - $250.00
Senior Engineer/Planner	$130.00 - $200.00
Engineer/Planner	$120.00 - $160.00
Senior Engineering Technician	$145.00 - $195.00
Senior Project Accountant	$160.00 - $165.00
Senior Project Coordinator	$120.00 - $165.00
Project Coordinator	$110.00 - $155.00
Technician	$125.00 - $165.00
Intern	$90.00 - $105.00

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage

obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

3331575.1

FEHR&PE-01 THOMASR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768
IOA Insurance Services
3875 Hopyard Road
Suite 200
Pleasanton, CA 94588

CONTACT NAME: Gigi Yuen
PHONE (A/C, No, Ext): (925) 660-3514 50008 FAX (A/C, No): (925) 416-7869
E-MAIL ADDRESS: Gigi.Yuen@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B : Trumbull Insurance Company	27120
INSURER C : Liberty Insurance Underwriters, Inc	19917
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Fehr & Peers
100 Pringle Avenue, Suite 600
Walnut Creek, CA 94596

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	PSB0006683	12/6/2019	12/6/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	PSA0002276	12/6/2019	12/6/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			PSE0002889	12/6/2019	12/6/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	57WEGZJ1989	5/1/2020	5/1/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab.			AEXNYABEFJ2004	12/6/2019	12/6/2020	Per Claim	5,000,000
C	Professional Liab.			AEXNYABEFJ2004	12/6/2019	12/6/2020	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project Number/Name: P20-0925-OK Newark TE TP On-Call
All Operations of the Named Insured, including the aforementioned project, if any.
General Liability: Please see blanket Additional Insured endorsement attached; such coverage is Primary and Non-Contributory with Waiver of Subrogation included, as required per written contract.
Auto Liability: No company owned vehicles. Please see blanket Additional Insured endorsement with Waiver of Subrogation included, as required per written contract.
Workers' Compensation: Waiver of Subrogation is included as per attached blanket Waiver of Subrogation endorsement, as required per written contract.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CITY OF NEWARK
Attention: Risk Manager
37101 Newark Boulevard
Newark, CA 94560

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Leslie Cancoast

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AGENCY CUSTOMER ID: FEHR&PE-01 THOMASR

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0E67768	NAMED INSURED
IOA Insurance Services		Fehr & Peers 100 Pringle Avenue, Suite 600 Walnut Creek, CA 94596
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
GENERAL LIABILITY & AUTO LIABILITY INCLUDE THE FOLLOWING PERSON(S) OR ORGANIZATION(S): The CITY OF NEWARK, its officers, officials, directors, employees and volunteers, as required per written contract.
30 day notice of cancellation is included in the policy provisions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

A. Broad Form Named Insured
B. Employees As Insureds
C. Blanket Additional Insured
D. Blanket Waiver Of Subrogation
E. Employee Hired Autos
F. Fellow Employee Coverage
G. Auto Loan Lease Gap Coverage
H. Glass Repair – Waiver Of Deductible
I. Personal Effects Coverage
J. Hired Auto Physical Damage Coverage
K. Hired Auto Physical Damage – Loss Of Use
L. Hired Car – Worldwide Coverage
M. Temporary Transportation Expenses
N. Amended Bodily Injury Definition – Mental Anguish
O. Airbag Coverage
P. Amended Insured Contract Definition – Railroad Easement
Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
R. Notice Of And Knowledge Of Occurrence
S. Unintentional Errors Or Omissions
T. Towing Coverage

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

   Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

   a. Overdue lease/loan payments at the time of the "loss";

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57 WEG ZJ1989 **Endorsement Number:**
Effective Date: 05/01/20 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: FEHR & PEERS
100 PRINGLE AVE STE 600
WALNUT CREEK CA 94596

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

C20040
P11089

AMENDMENT NO. 1

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Amendment No. 1 to that certain Contractual Services Agreement between the City of Newark and **FEHR & PEERS** dated June 25, 2020 (hereinafter "Amendment") is made and entered into this 2nd day of Nov., 2021 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **FEHR & PEERS** a California corporation ("Consultant"). City and Consultant may be collectively referred to herein as the "Parties."

W I T N E S S E T H:

WHEREAS, City and Consultant entered into an agreement entitled CONTRACTUAL SERVICES AGREEMENT (hereinafter "Agreement") dated June 25, 2020, by which the Consultant agreed to perform on-call traffic engineering and transportation planning services for the City; and

WHEREAS, the Parties desire to modify the Agreement as set forth herein.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The below referred paragraphs in the Agreement are deleted in their entirety and replaced with the following paragraphs:

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 Two Hundred Thousand and No/100 Dollars ($200,000.00) per fiscal year (July 1st – June 30th) 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.

2. **INCORPORATION BY REFERENCE**. This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

3. **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 Amendment on behalf of the respective legal entities of Consultant and City. This Amendment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

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

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

Date 10.28.21

FEHR & PEERS
a California corporation

By _____

Date 9/29/21

ROBERT REES PE
Printed Name
(C49620)

Attest:

Sheila Harrington
City Clerk

Date 11/2/2021

Approved as to form:

_____
City Attorney

Date 10/27/21

RESOLUTION NO. 11,257

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 1 TO THE CONTRACTUAL SERVICES AGREEMENT WITH FEHR & PEERS FOR TRAFFIC ENGINEERING AND TRANSPORTATION PLANNING SERVICES

WHEREAS, the City of Newark awarded a Contractual Services Agreement to Fehr & Peers for on-call traffic engineering and transportation planning services; and

WHEREAS, staff has identified a need to amend the Contractual Services to increase the Not-to Exceed amount.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby approve Amendment No. 1 to the Contractual Services Agreements with Fehr & Peers to increase the Not-to-Exceed amount of the Contractual Services Agreement to Two Hundred Thousand Dollars ($200,000) per Fiscal Year, with any written task orders approved by the Public Works Director based on previously approved budgetary sources.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the above Contractual Services Agreement amendment, on file with the City Clerk, in a form approved by the City Attorney.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on September 23, 2021, by Vice Mayor Bucci who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES: Council Members Freitas, Hannon, Vice Mayor Bucci and Mayor Nagy

NOES: None

ABSENT: Council Member Collazo

SECONDED: Council Member Hannon

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/KRISTOPHER J. KOKOTAYLO
Interim City Attorney

STAFF REPORT

Item E. 1.

DATE	06/08/2023
TO	Honorable Mayor and City Council Members
FROM	Joseph Balatbat, Associate Planner
SUBJECT	Motion to continue the public hearing to consider approval of DR2021-006, a resolution approving Design Review and Vesting Tentative Map for an 8-unit for-sale condominium residential development comprised of four (4) two-unit dwellings located at 36952 Mulberry Street (APNs 92-29-21 and 92-29-22) to June 22, 2023

Additional time is required for staff to review DR2021-006, a resolution approving Design Review and Vesting Tentative Map for an 8-unit for-sale condominium residential development comprised of four (4) two-unit dwellings located at 36952 Mulberry Street (APNs 92-29-21 and 92-29-22) to June 22, 2023. It is recommended that the City Council open the public hearing, receive public comment, then continue the public hearing to June 22, 2023.

STAFF REPORT

Item F. 1.

DATE	06/08/2023
TO	Honorable Mayor and City Council Members
FROM	Neal Hornbeck, Assistant Maintenance Superintendent
SUBJECT	Adopt a resolution approving Amendment No.1 to the Contractual Services Agreement with West Coast Arborists, Inc. for additional tree maintenance services and amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan

SUMMARY AND RECOMMENDATION

West Coast Arborists, Inc. (WCA), is currently under contract with the City of Newark to provide tree maintenance services. The not-to-exceed amount of WCA's Contractual Services Agreement is $955,000 for the current term of the contract. An increase to the current not-to-exceed amount is necessary to complete an increased scope of work in Fiscal Year 2024 including the remaining clean-up needs in several parks following the storm event damage from this year, the need for increased flexibility for next storm season, and an increased level of tree planting following improved drought conditions.

Staff recommends that the City Council approve an amendment to the Contractual Services Agreement with WCA to increase the total not-to-exceed amount to one million six hundred thirty thousand dollars ($1,630,000) and to amend the 2022-2024 Biennial Budget and Capital Improvement Plan.

BACKGROUND

In April 2019, the City awarded a Contractual Services Agreement to West Coast Arborists, Inc. (WCA) for tree maintenance services with an initial not-to-exceed amount of $955,000. This not-to-exceed amount was based on anticipated funds from the Capital Improvement Plan (CIP), the Maintenance Division's Operating Budget for Contractual Services in the 2018-2020 Biennial Budget, and remaining funds from prior CIP projects. The term of the agreement was for an initial 15-month period with the option to extend the service agreement for four (4) additional 12-month periods.

Historically, the City has utilized the services of a professional tree maintenance company for the overwhelming majority of tree-related work performed on City-owned trees. Due to the nature of this service and factors such as weather, tree age-related issues, major storm events, and accidents, the costs for these services can exceed the budgeted amount established by the Maintenance Division's Operating Budget and the Capital Improvement Plan. Similarly, ongoing preventative maintenance needs within the City's park system and tree groves are difficult to predict beyond normal maintenance schedules. A single event, such as the wind event in April 2016, or the

series of storms in 2023, are examples of events that have significantly increased the services needed to maintain City assets and safe spaces for their intended uses.

DISCUSSION/ANALYSIS

Through the first four years of the Contractual Services Agreement, WCA has provided tree maintenance services to four Tree Pruning Areas throughout the City, performed visual assessments in four additional Tree Pruning Areas, and has provided a significant amount of emergency tree services during storm events and non-business hours. For this current fiscal year, there was significant increased tree damage and removal work due to the major storm events and work still remains to be completed in several parks, including Shirley Sisk Grove and Jarvis Grove.

In addition to increased work due to weather conditions, the additional funding will allow the City to re-establish the tree replacement program that has been suspended due to long-term drought. The tree replacement program will consist of replacing trees that have been removed in front of residential properties and the property owner has requested replacement, within City medians and several locations within City parks. Initially, staff will focus on the 50 residential properties on the tree replacement list. As funding allows, staff will then begin to address medians throughout the City that can accommodate replacement trees, and vacant tree sites within our parks.

In accordance with the current agreement, there is an option to extend the contract for an additional and final one-year period. A contract amendment to increase the not-to-exceed amount would allow the City to continue to utilize WCA's tree maintenance services for the remainder of the contract term. In addition to the typical street and park tree maintenance programs, the amendment along with appropriate budget adjustments, would provide for completion of the remaining work following this year's storm events, future emergency tree services that may occur during the next winter storm period, and the initiation of a tree replacement program with the easing of drought restrictions. Based on current contract pricing and anticipated service level needs, staff is requesting an increase to the Fiscal Year 2024 operating budget for landscape and parks contractual services of $175,000 for this additional work.

FISCAL IMPACT

The 2022-2024 Biennial Budget and Capital Improvement Plan includes approximately $525,000 for tree maintenance services in Fiscal Year 2024. Staff recommends amending the 2022-2024 Biennial Budget and Capital Improvement Plan to increase Landscape and Parks Maintenance Operating Budget in the amount of $175,000 for FY 2024 with funds from the Maintenance Cost Center, a portion of the City's general fund.

REVIEW AND APPROVAL

Prepared by - Neal Hornbeck, Assistant Maintenance Superintendent
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Reviewed by - Lenka Hovorka - Assistant City Manager

Approved by - David J. Benoun, City Manager

Attachments

Resolution West Coast Arborists
CSA Amendment No. 1 West Coast Arborists
CSA West Coast Arborists C19016

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 1 TO THE CONTRACTUAL SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC., AND APPROVING AN AMENDMENT TO THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, the City of Newark awarded a Contractual Services Agreement (Agreement) to West Coast Arborists, Inc. for ongoing tree maintenance services at City parks, streets and other City-owned property; and

WHEREAS, pursuant to Section 16 of the Agreement entitled, "Term/Termination" the City elected to extend the Agreement through July 1, 2023 with the original not-to-exceed amount of $955,000; and

WHEREAS, it is desirable to extend the Agreement for ongoing tree maintenance services through Fiscal Year 2024; and

WHEREAS, staff has identified a need to amend the Agreement to increase the not-to exceed amount for desired services through Fiscal Year 2024; and

WHEREAS, an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 is necessary to appropriate additional funds in the amount of one hundred seventy-five thousand ($175,000) for ongoing tree maintenance work, including tree planting activities and emergency tree services through the remainder of the Agreement.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby approve Amendment No. 1 to the Contractual Services Agreements with West Coast Arborists, Inc., to increase the total not-to-exceed amount of the Contractual Services Agreement by six hundred seventy-five thousand ($675,000) to one million six hundred thirty thousand ($1,630,000), with any written task orders approved by the Public Works Director based on appropriated funding sources.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the above Contractual Services Agreement amendment, on file with the City Clerk, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Council does hereby authorize an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 as follows:

To:	140.60.064.643.6221	$ 175,000
From:	140.3000	$ 175,000

FIRST AMENDMENT TO THE
CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF NEWARK AND
WEST COAST ARBORISTS, INC.

This First Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and West Coast Arborists, a California corporation ("Consultant") (sometimes referred to as "Parties") dated April 12, 2019 (the "Agreement"), is entered into as of _____, 2023 for ongoing tree maintenance services in City parks, streets, and other City-owned property.

RECITALS

WHEREAS, the Parties executed the Agreement for the purpose of ongoing tree maintenance services in City parks, streets, and other City-owned property; and

WHEREAS, Section 25, Modifications, of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the Agreement was initially for one fifteen-month term and the City has the option to extend the Agreement for up to four additional fiscal years; and

WHEREAS, the Parties desire to amend the Agreement, Section 3.A to increase the "Not to Exceed" Compensation amount; and

WHEREAS, City staff is authorized to execute this Amendment in a form approved by the City Attorney.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by $675,000, for a total not to exceed amount of $1,630,000.

2. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

CITY OF NEWARK

_____
David J. Benoun
City Manager

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

WEST COAST ARBORISTS, INC.

By: _____

_____
Printed Name

Dated: _____

C19016
R10913

CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS
TREE MAINTENANCE SERVICES

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

W I T N E S S E T H:

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

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

3. COMPENSATION.

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Nine Hundred Fifty-Five Thousand and 00/100 Dollars ($955,000.00) combined for Fiscal Years 2018-2019 and 2019-2020 unless the performance of services and/or reimbursement of costs and expenses in excess of said amount has been approved in advance of performing such services and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

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

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

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

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

C. Payment. Upon receipt of billing, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified in Exhibit "B", for Services, which are performed in accordance with this Agreement to the satisfaction of City.

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

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

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

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

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

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

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

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

8. **INFORMATION AND DOCUMENTATION.**

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

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

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

9. **CONFLICTS OF INTEREST PROHIBITED.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

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

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

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

A. Verification of Coverage.

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

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos.

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

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

injury and property damage.

3. Employer's Liability: **$1,000,000** per accident for bodily injury or disease.

4. Errors and Omissions Liability: **$1,000,000** per occurrence or claim.

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

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

G. Remedies.

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

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

3. Terminate this Agreement.

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

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

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

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

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

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

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

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

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

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

14. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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

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

The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

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

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

16. TERM/TERMINATION.

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

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

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

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

WEST COAST ARBORISTS, INC.	CITY OF NEWARK
VICTOR GONZALEZ, M.A. **Vice President**	PUBLIC WORKS DIRECTOR **Administrator**
Address: West Coast Arborists, Inc. 2200 E. Via Burton Street Anaheim, CA 92806	City of Newark Attn: Asst. Maintenance Superintendent 37101 Newark Boulevard Newark, CA 94560

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

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

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

22. GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

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

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

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

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

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

and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

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

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

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

CITY OF NEWARK,
a municipal corporation

By _____
Alan L. Nagy, Mayor

Date 4/11/2019

WEST COAST ARBORISTS, INC.
a California corporation

By _____
Patrick Mahoney, President

Date 4/3/19

Attest:

_____
Sheila Harrington, City Clerk

Date 4/11/2019

Approved as to form:

_____
Kristopher J. Kokotaylo, Interim City Attorney

Date 4/16/19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On April 3, 2019 before me, Arlene Anna Biscan,
Date *Here Insert Name and Title of the Officer*

personally appeared Patrick Mahoney
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Signature of Notary Public

ARLENE ANNA BISCAN
COMM. #2139731
Notary Public - California
Orange County
My Comm. Expires Jan. 9, 2020
NRO1

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT A

SCOPE OF SERVICES

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

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

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

EXHIBIT B

PAYMENT

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

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

(Continued next page)

EXHIBIT B (cont.)

PAYMENT

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

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

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

EXHIBIT C

CONSULTANT'S QUALIFICATIONS

(see attached)

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

CITY OF NEWARK

2019-2020 TREE MAINTENANCE SERVICES

Setting the gold standard.

Tree Pruning | Tree Removal | Tree Planting | GPS Tree Inventory | Emergency Response | Plant Health Care | ISA Certified

1 STATEMENT OF QUALIFICATIONS

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

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

CORPORATE OFFICE
2200 E. Via Burton St.
Anaheim, CA 92806

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

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

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

EMERGENCY RESPONSE 24/7
866-LIMB-DOWN

OUR VISION

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

Tree care professionals serving communities who care about trees.

100% CUSTOMER SATISFACTION

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

80+ ISA Certified Arborists

40+ Years Experience (Similar Size & Scope)

900+ Qualified Employees

Proud Union Company LiUNA!

Local Office San Jose

1,500 Pieces of Equipment (Owned)

CORPORATE CAPABILITIES

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

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

Active Memberships:

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

dca DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE

License Number **366764** Entity CORP

Business Name WEST COAST ARBORISTS INC

Classification(s) C61/D49 C27

Expiration Date 12/31/2020 www.cslb.ca.gov

State of California
Department of Industrial Relations

Labor Law | Cal/OSHA - Safety & Health | Workers' Comp | Self Insurance | Apprenticeship

Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

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

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

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

Registration Fiscal Year: 7/1/2018 - 6/30/2019
PWC Registration Number: example: 1234567890
Contractor Legal Name: West Coast Arborists, Inc.
License Number: example: 123456 Contractor License Lookup
County: Select County

Search | Reset

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

Search Results
One registered contractor found: 1

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

DIR # 1000000956

dpr

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALFORNIA 95814

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

Pest Control Business - Main
LICENSE
LICENSE NO. 39575

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

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

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

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

2 STAFF QUALIFICATONS

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

INTRODUCTION

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

WORK FORCE

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

CERTIFICATION

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

CREW EVALUATION

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

Patrick Mahoney, President

Richard Mahoney, Vice President

Rose Epperson, Vice President

Debbie DePasquale, VP Contract Services

Chris Crippen, VP IT

Victor Gonzalez, VP Marketing

Andy Trotter, VP Field Operations

Randy Thompson, VP Operations

Jason Pinegar, Regional Manager

UPPER MANAGEMENT TEAM

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

PROJECT TEAM

JOE BARTOLO, AREA MANAGER

ISA Certified Arborist #WE 2034AU ▪ ISA Tree Risk Assessment #E0509 ▪ TCIA Certified Arborist #303 ▪ TLC Wildlife Aware

Mr. Bartolo has been with WCA since 1994. He has over 20 years experience in the arboriculture field. He is responsible for estimating, scheduling, contract administration, personnel and daily operation. He is responsible for field operations, customers service, and management of crews throughout Santa Clara County. Through his employment he has gained valuable experience in computer estimating, tree inventory systems, and costing programs which are essential in the efficient operation of tree crews.

RAY ONTIVEROS SUPERVISOR

TLC Wildlife Aware ▪ TCIA Certified Treecare Safety Professional #2597

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

LORENE OKAMOTO, CUSTOMER SERVICE REPRESENTATIVE (CSR)

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

ERNESTO MACIAS, SAFETY MANAGER/ UNION LIAISON

ISA Certified Arborist #WE 7120AUM ▪ TICA Safety Professional #1115

Ensures safety company-wide which includes the development, implementation and review of the company's in-house training programs, crew safety audits, and the company's Injury & Illness Prevention Program.

GLENN REEVE, CONSULTING ARBORIST

ISA Board Certified Master Arborist WE 10177ATM ▪ DPR Qualified Pest Control Applicator # 136261 ▪ TLC Wildlife Aware

WCA's PHC program is managed in-house; there is no subcontracting. Staff is licensed by the CA Dept. of Pesticide Regulation. Our program goes beyond standard chemical applications as we expanded our services to include an Integrated Pest Management program. Inspection, diagnosis, treatments, evaluations and arborist reports are available as needed.

Joe Bartolo, Area Mgr.

Ray Ontiveros, Supervisor

Lorene Okamoto, CSR

Ernesto Macias, Safety Mgr.

Glenn Reeve, Consulting

900+
Employees

LiUNA!

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

ISA Certified

81 Arborists

5 Board Certified Master Arborists

142 Tree Workers

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

ATSSA

1 Certified Urban Forester

74 WCA Certified Utility Line Clearance Workers

18 ISA Certified Utility Specialists

25 TCIA Certified Tree Care Safety Professionals

8 ISA Municipal Specialist

1 Nursery in Placentia & Dedicated Manager

6 Information Technology Specialists

75 Fleet Mechanics

16 NCCCO Certified Crane Operators

Unique Capabilities

PHC

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

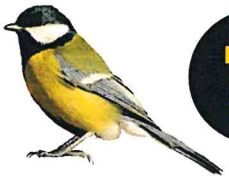
CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

2 Advisors

10 Applicators

WILDLIFE PROTECTION

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



70

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

Board Certified Master Arborists

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

ASCA | RCA

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

WCA's ISA Certified Arborists

Employee Name	Cert #
ADAN BALTAZAR REYNAGA	WE-7786AT
AL EPPERSON	WE-0719A
ANDREW R. TROTTER	WE-0642A
ARLENE BISCAN	WE-9806A
BENJAMIN EUGENE BORDSON	WE-10777A
BRIAN C. KIRKEGAARD	WE-10476A
BRIAN M. KOCH	WE-0341A
CALVIN F. HAUPT	WE-7634A
CARLOS BRACAMONTES	WE-8557A
CHARLES PATRICK MADSEN	WE-0462A
CORINNE GRUNDER BASSETT	WE-11625A
CRISTAN ANGELO FALCO	WE-7490A
CURTIS PATRICK WORTH	WE-10972A
DANIEL CHAVARRIA	WE-10292A
DANIEL MAHONEY	WE-10434A
DAVID COOPER	WE-0497A
DEBORAH DEPASQUALE	WE-3812A
EDUARDO VARGAS	WE-11058AT
ELOY MARQUEZ	WE-11566AT
ERICK SERRANO	WE-6750A
ERNESTO J. F. MACIAS	WE-7120A
EUGENE BARRIENTOS	WE-8701A
FELIX HERNANDEZ	WE-2037A
GERARDO PEREZ	WE-9131AT
GERARDO MARTINEZ GARCIA	WE-11358A
GLENN D. WHITLOCK REEVE	WE-10177A
GONZALO REGALADO	WE-9952A
HECTOR MONTES	WE-8079A
HERMINIO PADILLA	WE-7552A
HUGO ANGEL RINCON	WE-8710A
IGNACIO LOPEZ	WE-7329A
ISIDRO ESTRADA BARBOZA	WE-11685A
J. ALONSO GARCIA-LOPEZ	WE-8499A
JAIME ROGELIO HERNANDEZ	WE-5297A
JAMES CHARLES WORKING	WE-1592A
JAMES PAUL SPECK II	WE-10858AT
JARED LEE MAYSEY	WE-11510A
JASON PINEGAR	WE-2039AU
JASON ROSS DAVLIN	WE-7628A
JEFFERY B. WILLIAMS	WE-1100A
JESUS RAYA	WE-3449A
JOEL LOPEZ	WE-10871A
JOHN LEE PINEDA	WE-10367A
JORGE MAGANA	WE-3460A
JOSE A. GONZALEZ MENDEZ	WE-6475A
JOSE M. CORTEZ TORRES	WE-8539A
JOSE M. CHAVARRIA MANZO	WE-11210AT
JOSE MANUEL PEREZ	WE-0818A
JOSEPH BARTOLO	WE-2034AU
JOSEPH NICK ALAGO	WE-4396A
JUAN ORTIZ	WE-8514A
JUAN C. IXTA	WE-10144A
JUSTIN LEE MENZEL	WE-11756A
KELLEY LEWIS GILLERAN	WE-7061A
KRIS BURBIDGE	WE-9566A
LEONEL CORTEZ	WE-8625A
LORENZO PEREZ	WE-7443A
MANUEL BRIANO	WE-8791A
MARCO A. PADILLA JIMENEZ	WE-8621A
MARIA MUNOZ-CAMPOS	WE-8267A
MATEO ARVIZU	WE-10151A
MICHAEL W. PALAT	WE-6541A
NESTOR VALENCIA	WE-11359A
PATRICK D. MAHONEY	WE-1172A
RANDY J. THOMPSON	WE-1043A
REBECCA A. MEJIA	WE-2355A
RENE ROSALES	WE-7941AT
RICHARD R. MAHONEY	WE-1171A
ROBERT D. THOMPSON	WE-0915AU
RODNEY LYNN MORGAN	WE-9546A
ROSE M. EPPERSON	WE-1045A
SEAN PATRICK SULLIVAN	WE-10050A
SHAWN A. GUZIK	WE-3182A
STEFAN B. KALLENBERG	WE-10730A
STEPHEN GLENN DAVIS JR	WE-10894A
STEVE B. HUNT	WE-1044A
TIMOTHY CROTHERS	WE-7655A
VICTOR M. GONZALEZ	WE-7175A
WALLACE BURCH	WE-0713A
WILLIAM STEVE PONCE	WE-6461A

JOSE INEZ MANCILLA	WE-10983T
JOSE JUAN PEREZ	WE-11246T
JOSE LUIS DELREAL	WE-11231T
JOSE M. CORTEZ TORRES	WE-8539AUT
JOSE M. MUNIZ GARCIA	WE-11686T
JOSE M. CHAVARRIA MANZO	WE-11210T
JOSE MANUEL PEREZ	WE-0818AT
JOSE R. GRANADOS	WE-11186T
JOSEPH ANTHONY NUNN	WE-11034T
JUAN BECERRA	WE-10932T
JUAN MARQUEZ	WE-10987T
JUAN ORTIZ	WE-8514AT
JUAN TELLEZ TAPIA	WE-11137T
JUAN AMADOR ARCE	WE-11480T
JUAN C. PENA-ARIAS	WE-11327T
JUAN CARLOS MORA	WE-11019T
JULIO C. GARCIA VAZQUEZ	WE-11175T
KYLE JAMES VIGNEAU	WE-10962T
LEONARDO RAMOS	WE-11264T
LEONEL CORTEZ	WE-8625AT
LETUSA MUAAU JR	WE-11021T
LORENZO PEREZ	WE-7443AT
LUIS A. MUNOZ RAMIREZ	WE-11023T
LUIS P. PEREZ	WE-11245T
MANUEL BARRAGAN	WE-10925T
MANUEL BRIANO	WE-8791AT
MARCO A. PADILLA JIMENEZ	WE-8621AT
MARCO ANTONIO VERGARA	WE-11065T
MARCOS RICHARD-MARTINEZ	WE-10989T
MARCOS GAMINO	WE-11482T
MARTIN BARRERA	WE-10928T
MATEO ARVIZU	WE-10918T

WCA's ISA Certified Tree Workers

Employee Name	Cert #
ADAM RODRIGUEZ	WE-11281T
ADAN BALTAZAR REYNAGA	WE-7786AT
AGUSTIN LOZANO	WE-11306T
ALEJANDRO VALENZUELA	WE-11674T
ALFREDO ANGEL LOPEZ	WE-11334T
ANDRES ROMAN	WE-11285T
ANTONIO CASTELLANOS	WE-11203T
ANTONIO GRADILLA	WE-11185T
ANTONIO GARCIA CONTRERAS	WE-11173T
ARIEL ALONSO	WE-10906T
ARMANDO SOTO	WE-11131T
ARMANDO D. LOPEZ	WE-10953T
AUDOMARO CORRAL	WE-11220T
AURELIO COVARRUBIAS	WE-11629T
AURELIO PAZ-GUZMAN	WE-11084T
BRIAN C. KIRKEGAARD	WE-10476AT
CARLOS IXTA	WE-11106T
CARLOS RAMOS	WE-11263T
CELEDONIO R. MANZANO OLEA	WE-10984T
CELESTINO PEREZ	WE-11243T
CESAR WENCESLAO	WE-10968T
CESAR G. VALENZUELA REYES	WE-11076T
CHARLES F.M. INSCO	WE-11368T
CURTIS PATRICK WORTH	WE-10972AT
DANIEL CHAVARRIA	WE-10292AT
DANIEL RIVAS	WE-10850T
DANIEL GEORGE POTTS	WE-11534T
DANIEL J. KNUTSEN JR	WE-11715T
DANNY AVITIA	WE-11638T
DELFINO AGUILAR-MORALES	WE-10900T
DEMETRIO LIRA	WE-11323T
DEMETRIO OSEGUERA	WE-11043T
EDIBERTO SERNA SALAZAR	WE-11051T
EDUARDO AVILA	WE-10812T
EDUARDO MARTINEZ BECERRA	WE-10991T
EDUARDO VARGAS	WE-11058T
ELIGIO IBARRA CARDOSO	WE-11197T
ELOY MARQUEZ	WE-11566T
ENRIQUE SANDOVAL	WE-11302T
ERNESTO GONSALEZ	WE-11461T
EUGENE BARRIENTOS	WE-8701AUT
FAUSTO GUZMAN	WE-11083T
FELIX GARCIA	WE-11170T
FELIX HERNANDEZ	WE-2037AT
FRANCISCO LOPEZ	WE-10952T
FRANCISCO RAMIREZ	WE-11259T
FRANCISCO VILLANUEVA	WE-10965T
FRANCISCO URENA JIMENEZ	WE-11075T
GABRIEL GAMINO	WE-11167T
GABRIEL MERCADO RUIZ	WE-11568T
GERARDO PEREZ	WE-9131AT
GERARDO A. ORDUNO	WE-11036T
GERARDO MARTINEZ GARCIA	WE-10997T
GLENN D. WHITLOCK REEVE	WE-10177ATM
GONZALO REGALADO	WE-9952AT
HECTOR MONTES	WE-8079AUT
HERIBERTO CORONEL WENCESLAO	WE-11218T
HUGO ANGEL RINCON	WE-8710AT
HUMBERTO CHAVARRIA	WE-11207T
ISAIAS MACIAS	WE-10979T
ISRAEL A. RAMIREZ	WE-11567T
J. REFUGIO ESCAMILLA	WE-11153T
J. SOCORRO GARCIA	WE-11172T
JAIME ROGELIO HERNANDEZ	WE-5297AT
JAMES CHARLES WORKING	WE-1592AT
JEFFERY B. WILLIAMS	WE-1100AT
JESUS RAYA	WE-3449AT
JESUS A. MONTES	WE-1101AT
JESUS M. SARABIA PENA	WE-11450T
JOEL LOPEZ	WE-10871AT
JOEL MARTINEZ	WE-10992T
JOEL ORTIZ	WE-11039T
JOEL M. RIVERA	WE-11273T
JOHN LEE PINEDA	WE-10367AT
JORGE ARREOLA-HERNANDEZ	WE-11321T
JORGE DUENAS	WE-11144T
JORGE JIMENEZ	WE-11110T
JOSAFAT MONTOYA	WE-11015T
JOSE AGUAYO	WE-10899T
JOSE JIMENEZ	WE-11108T
JOSE JIMENEZ HERNANDEZ	WE-11113T
JOSE VEGA	WE-11062T
JOSE A. ALVAREZ	WE-10908T
JOSE A. GONZALEZ MENDEZ	WE-6475AT
JOSE ABEL CANCINO	WE-11192T
JOSE AGUSTIN CARRILLO	WE-11200T
JOSE F. ORELLANA	WE-11483T
ROBERT JAY ADDISON JR	WE-10898T
RODNEY LYNN MORGAN	WE-9546AUT
ROMUALDO GAETA LUNA	WE-11165T
SALOMON SILVA	WE-11053T
SALUSTIO SANCHEZ	WE-11462T
SAMUEL JIMENEZ	WE-11109T
SANTOS MACIAS LEMUS	WE-10980T
SERGIO LOPEZ-RIVERA	WE-10957T
STEFAN B. KALLENBERG	WE-10730AT
STEPHEN GLENN DAVIS	WE-10894AT
STEVE B. HUNT	WE-1044A
VENTURA GOMEZ	WE-11180T
WALLACE BURCH	WE-0713AT
MELCHOR LEMUS	WE-11237T
MICHAEL LOUIS YOUNG	WE-11687T
MIGUEL AYALA	WE-10924T
MIGUEL MACIAS	WE-10978T
NELSON R. AGUIRRE	WE-10901T
OSCAR IGNACIO RIVERA	WE-11424T
PEDRO CUEVAS	WE-11765T
PEDRO GARCIA	WE-11168T
PEDRO SANDOVAL	WE-11301T
PEDRO ALTAMIRANO	WE-11095T
RAMON ZUNIGA GOMEZ	WE-10977T
RANULFO PERALTA CASTANEDA	WE-11202T
RAUL MANZO HERNANDEZ	WE-10985T
RAUL TELLEZ TAPIA	WE-11138T
RAYMUNDO GUTIERREZ	WE-11080T
RENE ROSALES	WE-7941AT

PRUNE CLASSIFICATIONS

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

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

Service Requests

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

Line Clearance

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

Small Tree Care

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

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

3 METHODOLOGY/ SERVICE APPROACH

Palm Trunk Skinning

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

Root Pruning

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

Tree Removal Operations

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

Tree Planting

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

Tree Watering

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

Emergency Response

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

Crew Rental

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

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

Arborist Reports

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

Plant Health Care

Tim Crothers, Plant Health Care Manager

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

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

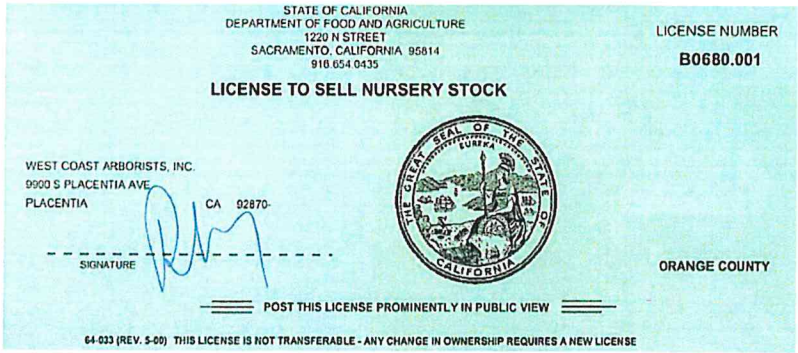
- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

ABILITY TO ACQUIRE, PURCHASE & STAGE TREES

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

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

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


STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
1220 N STREET
SACRAMENTO, CALIFORNIA 95814
916 654 0435

LICENSE NUMBER
B0680.001

LICENSE TO SELL NURSERY STOCK

WEST COAST ARBORISTS, INC.
9900 S PLACENTIA AVE
PLACENTIA CA 92870-

SIGNATURE

ORANGE COUNTY

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW

64-033 (REV. 5-00) THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

GREEN WASTE

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

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

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

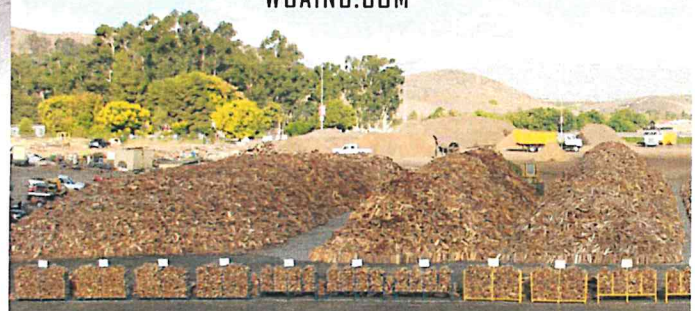
FIREWOOD is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. WCA takes logs to our yard.

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

LOGS TO LUMBER

Recycling the Urban Forest

WCA
WCAINC.COM



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

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

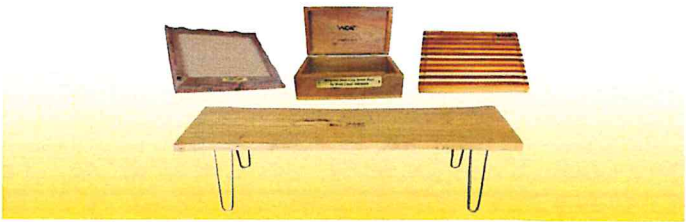
Reducing
waste from the urban forest.

Converting
trees removed into useable lumber.

Assisting
with landfill diversion (AB939).

Giving
back to the Community!

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



IMPLEMENTATION PLAN

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

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

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

Project/Area Manager: JOE BARTOLO

ISA Certified Arborist #WE 2034AU

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

Daily Management

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

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

Weekly Management

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

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

4 QUALITY CONTROL

Scheduling of Work

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

Public Notification

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

Communication Systems

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

Permits and Licensing

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

Right-of-Way

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

Cooperation and Collateral Work

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

WORKFLOW TIMELINE

Grid Pruning Flowchart (30 day Completion)

- Work request received from Customer
- CSR creates a work order & gives to Area Manager
- Area Manager schedules the work & informs the Customer
- Work order is given to the Foreman
- Foreman posts public notices
- Crew performs work
- Foreman completes work order & inventory; then submits to office
- CSR closes work order; Billing Dept. prepares invoice

Removal Flowchart (15 day Completion)

- Customer marks trees for USA & notifies resident
- Work request received from Customer
- CSR creates work order & contacts USA 48 hours in advance of work
- Work order is given to the Area Manager
- Area Manager schedules work, informs the Customer & gives work order to Foreman
- Crew performs work
- Foreman completes work order & inventory; then submits to office
- CSR closes work order; Billing Dept. prepares invoice

Planting Flowchart (15 day Completion)

- Work request received from Customer
- CSR prepares work order & orders tree(s) from Nursery Manager
- CSR gives work order to Area Manager to schedule work & inform the Customer
- Work order is given to the Foreman
- Crew performs work & hangs tree care door hanger
- Foreman completes work order & inventory; then turns in
- CSR closes work order; Billing Dept. prepares invoice
- Billing Dept. processes & prepares invoice

Service Request Flowchart (15 day Completion)

- Work request received from Customer
- CSR creates a work order & gives to Area Manager
- Area Manager schedules the work & informs the Customer
- Work order is given to the Foreman
- Foreman posts public notices
- Crew performs work
- Foreman completes work order & inventory; then turns in
- CSR closes work order; Billing Dept. prepares invoice

Emergency Flowchart (1 Hour Response/ 24 Hour Completion)

- Emergency request received from Customer
- On-Call Supervisor dispatches Emergency Crew
- Supervisor creates work order & sends to Foreman
- Crew performs necessary work to ensure safety
- Crew sends notification and photos to Customer and Supervisor that work is complete
- If applicable, crew return to site next day to complete work
- Foreman completes work order & inventory; then turns in
- CSR closes work order; Billing Dept. prepares invoice

EMERGENCY CONTACTS

TOLL FREE

866.546.2369

in case of emergency
after normal business hours

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

RAY ONTIVEROS SUPERVISOR
(408) 210-7149

MIGUEL AVALOS FOREMAN
(714) 365-2889

JAIME OSEGURA FOREMAN
(408) 210-6063

DANIEL POTTS FOREMAN
(714) 472-6435

JOE BARTOLO AREA MANAGER
(714) 412-7656

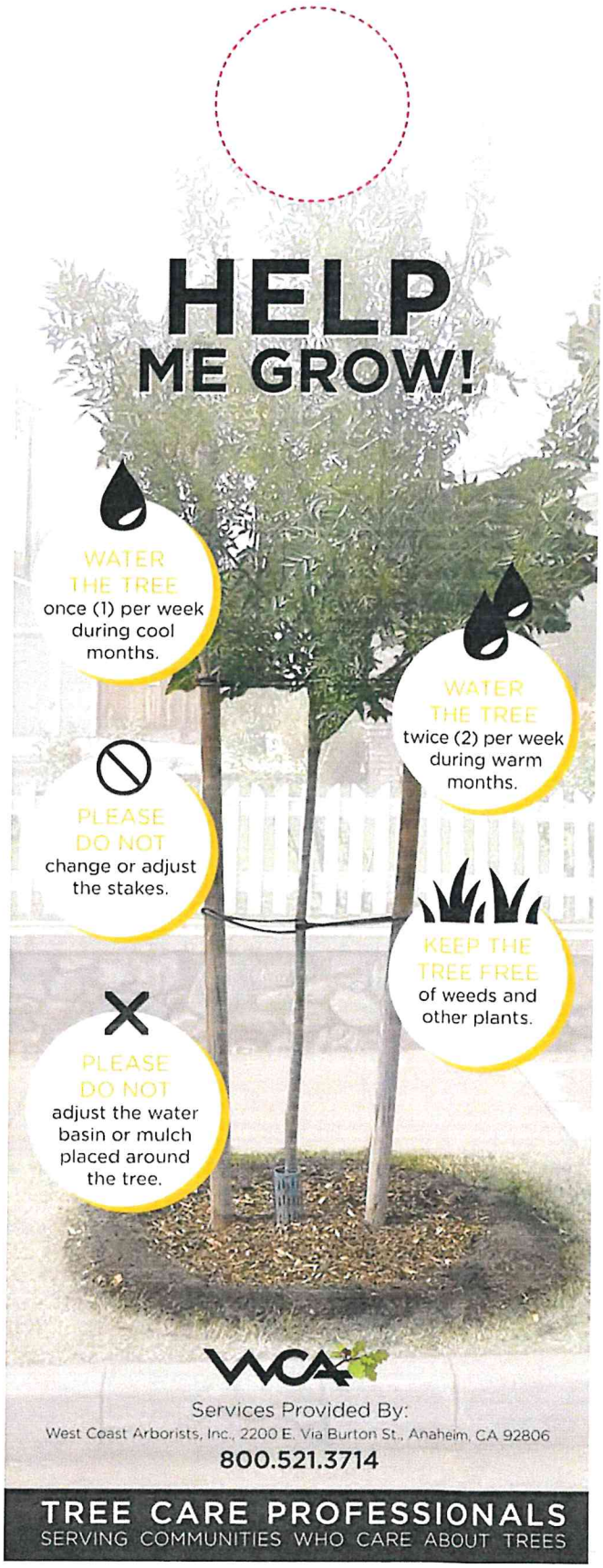
After confirmation from the on-call Manager, you can email multiple locations to:

LIMBDOWN@WCAINC.COM

NORMAL BUSINESS HOURS
(408) 855-8660

WCA

SAMPLE PLANTING DOOR HANGER



Project Site Maintenance

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

Protection of Public and Private Property

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

Public Convenience and Safety

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

Traffic Control

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

Customer Service Department

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

Complaints & Damage Resolution

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

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

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

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

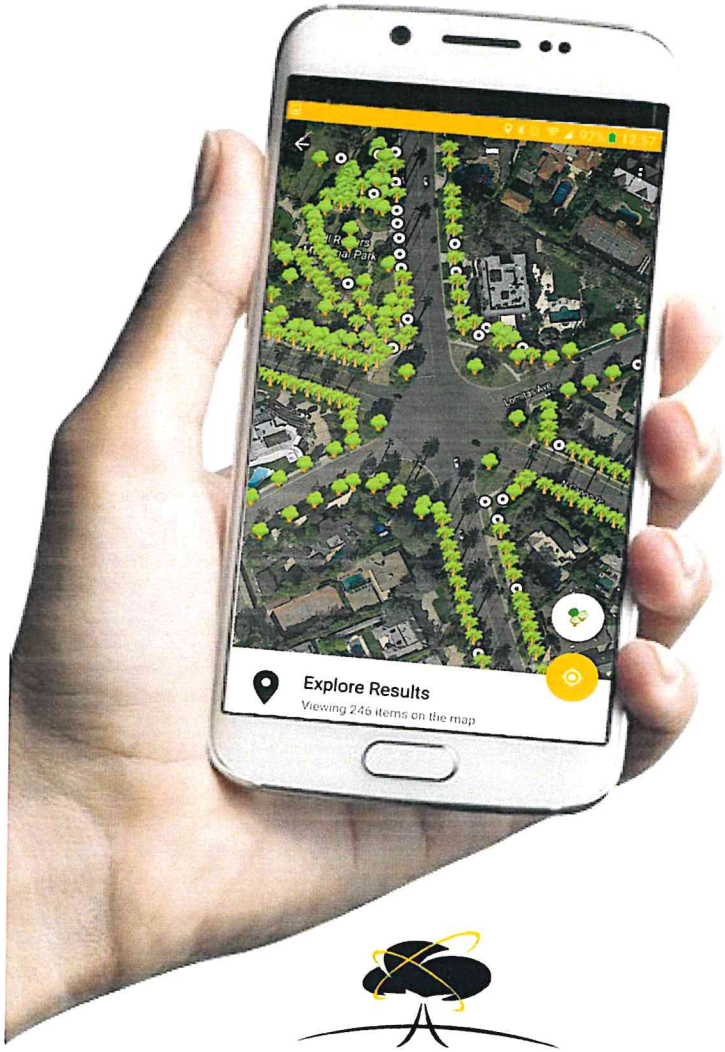
WCA

OATH OF COMMITMENT

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

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

Patrick Mahoney, President 3/25/19



ARBOR™ ACCESS

ARBORACCESS FEATURES

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

LIST TRACKING SYSTEM

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

5 TECHNICAL APPROACH ARBORACCESS

INVENTORY SOFTWARE- ARBORACCESS

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

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

SOFTWARE TRAINING

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

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

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

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

BILLING

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

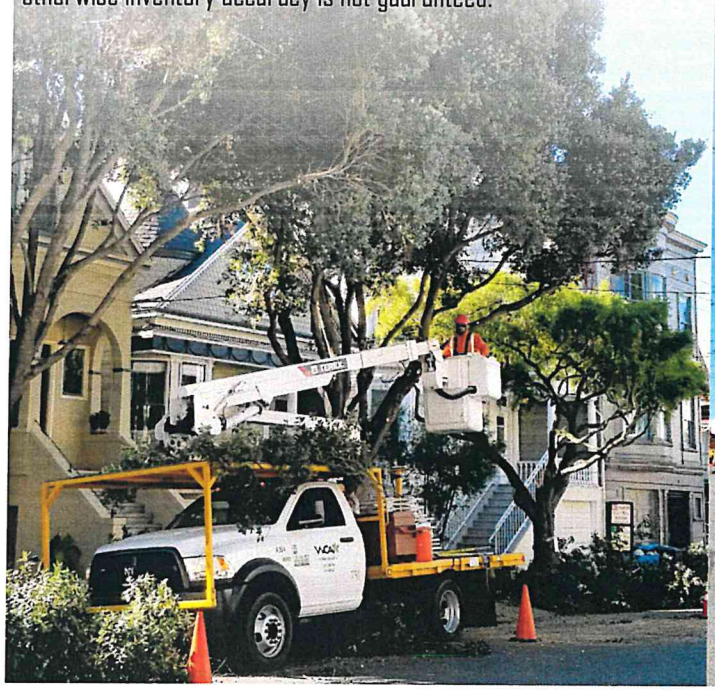
SAMPLE MANAGEMENT TOOLS

DETAILED TREE SITE CHARACHTERISTICS

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

MAINTENANCE RECORDS

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



SAMPLE AGENCY

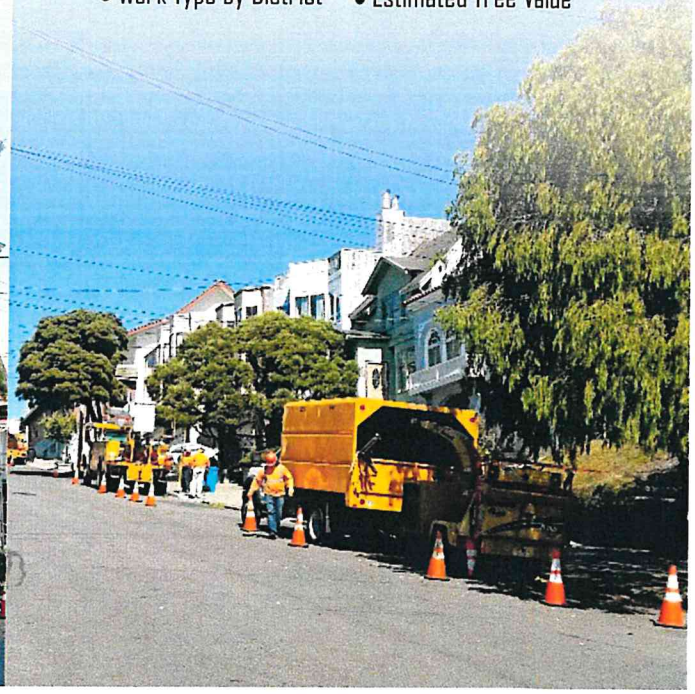
SPECIES FREQUENCY REPORT

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

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

DETAILED REPORTING OPTIONS

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



1000+

Modern Fleet consisting of 1000+

6 EQUIPMENT INVENTORY

EQUIPMENT

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

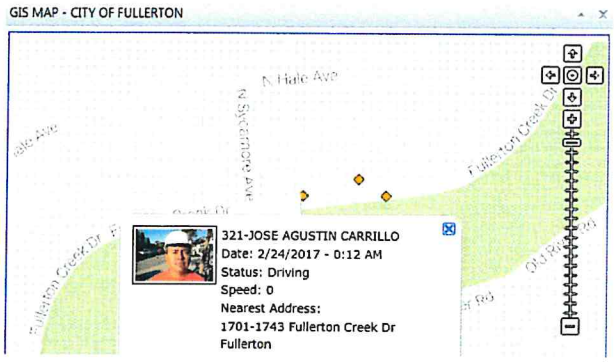
CHP Biennial Inspection of Terminal Certification

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

GEO-TAB

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

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



EQUIPMENT LIST SUMMARY:

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

7 QUALIFICATIONS OF THE FIRM

CURRENT CONTRACT WORK EXPERIENCE

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

CITY OF PALO ALTO

2010-CURRENT

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

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

CITY OF NEWARK

2000-CURRENT

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

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

CITY OF MONTEREY

2001-CURRENT

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

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

CITY OF OAKLAND

2011-CURRENT

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

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

CITY OF HOLLISTER

2017-CURRENT

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

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

EXPERIENCE– CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA

CITY & COUNTY OF SAN FRANCISCO
CITY OF AGOURA HILLS
CITY OF ALAMEDA
CITY OF ALHAMBRA
CITY OF ANAHEIM
CITY OF ARTESIA
CITY OF AZUSA
CITY OF BALDWIN PARK
CITY OF BELL
CITY OF BELLFLOWER
CITY OF BEVERLY HILLS
CITY OF BREA
CITY OF BRENTWOOD
CITY OF BUENA PARK
CITY OF BURBANK
CITY OF CAMARILLO
CITY OF CARLSBAD
CITY OF CARMEL-BY-THE-SEA
CITY OF CARPINTERIA
CITY OF CARSON
CITY OF CERES
CITY OF CHINO HILLS
CITY OF CHOWCHILLA
CITY OF CITRUS HEIGHTS
CITY OF CLAREM
CITY OF COACHELLA
CITY OF CONCORD
CITY OF CORONA
CITY OF CORONADO
CITY OF COSTA MESA
CITY OF COVINA
CITY OF CULVER CITY
CITY OF DANA POINT
CITY OF DAVIS
CITY OF DEL MAR
CITY OF DIAMOND BAR
CITY OF DUARTE
CITY OF EL CAJON
CITY OF EL CERRITO
CITY OF ENCINITAS
CITY OF FILLMORE
CITY OF FONTANA
CITY OF FRESNO
CITY OF FULLERTON
CITY OF GARDEN GROVE
CITY OF GARDENA
CITY OF GILROY
CITY OF GLENDALE
CITY OF GLENDORA
CITY OF HUNTINGTON BEACH
CITY OF IMPERIAL BEACH
CITY OF INDIO
CITY OF IRWINDALE
CITY OF LA CANADA FLINTRIDGE
CITY OF LA HABRA
CITY OF LA MESA
CITY OF LA MIRADA
CITY OF LA PALMA
CITY OF LA PUENTE
CITY OF LA VERNE
CITY OF LAGUNA BEACH
CITY OF LAGUNA HILLS
CITY OF LAGUNA NIGUEL
CITY OF LAKE ELSINORE
CITY OF LAKEWOOD
CITY OF LODI
CITY OF LOMITA
CITY OF LOMPOC
CITY OF LONG BEACH
CITY OF LOS ALAMITOS
CITY OF LOS ALTOS
CITY OF LOS ANGELES
CITY OF MADERA
CITY OF MANHATTAN BEACH
CITY OF MAYWOOD
CITY OF MENLO PARK
CITY OF MILPITAS
CITY OF MISSION VIEJO
CITY OF MONROVIA
CITY OF MONTCLAIR
CITY OF MONTEBELLO
CITY OF MONTEREY
CITY OF MONTEREY PARK
CITY OF MOORPARK
CITY OF MORENO VALLEY
CITY OF MORGAN HILL
CITY OF MOUNTAIN VIEW
CITY OF MURRIETA
CITY OF NEWARK
CITY OF NORCO
CITY OF NORWALK
CITY OF OAKLAND
CITY OF OAKLEY
CITY OF OCEANSIDE
CITY OF ONTARIO
CITY OF ORANGE
CITY OF OXNARD
CITY OF PALO ALTO
CITY OF PARAMOUNT
CITY OF PERRIS
CITY OF PLACENTIA
CITY OF PLEASANTON
CITY OF POMONA
CITY OF PORTERVILLE
CITY OF POWAY
CITY OF RANCHO PALOS VERDES
CITY OF REDLANDS
CITY OF RIALTO
CITY OF RIVERSIDE
CITY OF ROSEMEAD
CITY OF ROSEVILLE
CITY OF SACRAMENTO
CITY OF SAN BERNARDINO
CITY OF SAN DIEGO
CITY OF SAN DIMAS
CITY OF SAN FERNANDO
CITY OF SAN GABRIEL
CITY OF SAN JACINTO
CITY OF SAN JOSE
CITY OF SAN JUAN CAPISTRANO
CITY OF SAN MARCOS
CITY OF SAN RAMON
CITY OF SANTA ANA
CITY OF SANTA BARBARA
CITY OF SANTA CLARA
CITY OF SANTA FE SPRINGS
CITY OF SANTA MARIA
CITY OF SANTA MONICA
CITY OF SANTA PAULA
CITY OF SANTEE
CITY OF SIERRA MADRE
CITY OF SIGNAL HILL
CITY OF SOLANA BEACH
CITY OF SOUTH PASADENA
CITY OF SOUTH SAN FRANCISCO
CITY OF STOCKTON
CITY OF SUNNYVALE
CITY OF TEMECULA
CITY OF TEMPLE CITY
CITY OF THOUSAND OAKS
CITY OF TORRANCE
CITY OF TRACY
CITY OF TULARE
CITY OF TUSTIN
CITY OF UNION CITY
CITY OF UPLAND
CITY OF VENTURA
CITY OF VICTORVILLE
CITY OF VISALIA
CITY OF VISTA
CITY OF WALNUT
CITY OF WEST COVINA
CITY OF WEST HOLLYWOOD
CITY OF WEST SACRAMENTO
CITY OF WHITTIER
CITY OF WOODLAND
CITY OF YORBA LINDA
COUNTY OF ALAMEDA
COUNTY OF COLUSA
COUNTY OF CONTRA COSTA
COUNTY OF FRESNO
COUNTY OF LOS ANGELES
COUNTY OF MONTEREY
COUNTY OF ORANGE
COUNTY OF RIVERSIDE
COUNTY OF SAN BERNARDINO
COUNTY OF SAN DIEGO
COUNTY OF SAN JOAQUIN
COUNTY OF TULARE
COUNTY OF YOLO
TOWN OF ATHERTON
TOWN OF LOS GATOS

STAFF REPORT

Item F. 2.

DATE	06/08/2023
TO	Honorable Mayor and City Council Members
FROM	James Scanlin, Environmental Services Manager
SUBJECT	Introduction of an ordinance adding Chapter 8.44, Sustainable Foodware Ordinance, to the Newark Municipal Code to regulate the use of disposable foodware to improve the health and safety of the Newark community and environment. This item is exempt from CEQA per CEQA Guidelines Sections 15061(b)(3) and 15308.

SUMMARY AND RECOMMENDATION

The Sustainable Foodware Ordinance aims to reduce single-use plastic waste, decrease the amount of waste going to landfill, reduce the discharge of plastics to local creeks and the San Francisco Bay, and improve the beauty of the City of Newark. The ordinance aligns with a new state mandate, Assembly Bill 1276, that restricts the distribution of single-use foodware. It will also assist the City with meeting the trash reduction requirements in its stormwater discharge permit issued by the San Francisco Bay Regional Quality Control Board.

The ordinance requires that food facilities eliminate the unnecessary distribution of single-use foodware and bans the use of expanded-polystyrene food containers. A robust outreach and education program will be developed and implemented to assist food facilities with compliance. Staff recommends that the City Council waive full reading and, by title only, introduce an ordinance adding Chapter 8.44, Sustainable Foodware, to the Newark Municipal Code.

BACKGROUND

Single-use foodware has significant negative impacts on the environment and human health. Plastic foodware is a large component of litter on our streets. This plastic pollution flows through storm drains to local creeks, channels, and sloughs, the San Francisco Bay, and the Pacific Ocean. A particularly problematic plastic, expanded polystyrene, causes significant environmental pollution due to its tendency to break down into microplastics, which are consumed by marine organisms. Single-use plastic foodware also negatively impacts the City's recycling and waste diversion efforts as it is not recycled due to the precipitous decline in plastic recycling markets. Instead of being recycled, most plastics are sent to the landfill.

Assembly Bill 1276

The Governor signed Assembly Bill 1276 on October 5, 2021, and the law went into effect on January 1, 2022. Assembly Bill 1276 prohibits a food facility from providing

any single-use foodware accessory or standard condiment to a consumer unless requested by the consumer and prohibits those items from being bundled or packaged in a way that prohibits the consumer from taking only the item desired. Assembly Bill 1276 also requires a food facility using a third-party food delivery platform to list the availability of single-use foodware accessories and standard condiments on its menu and only provide those items when requested.

Municipal Regional Stormwater Permit
The City is subject to the Municipal Regional Stormwater Permit (MRP) issued by the San Francisco Bay Regional Water Quality Control Board. This permit is issued to the counties of Alameda, Contra Costa, San Mateo, and Santa Clara and all municipalities within those counties. The MRP was reissued on May 11, 2022, and requires the City to reduce the discharge of trash to its storm drain system by 90% from 2009 levels by June 30, 2023, and 100% by June 30, 2025. Adopting a sustainable foodware ordinance will help the City meet these requirements. The City is on target to meet the 2023 trash discharge reduction requirement.

Many cities and counties throughout California have adopted similar or more stringent foodware ordinances. The County of Alameda and all cities within the county, except Newark and Piedmont, have adopted bans on polystyrene foodware. Until a comprehensive outreach effort to businesses in the City is conducted, staff is not recommending the more stringent requirements some other cities have adopted such as all foodware must be compostable and all foodware used for dining on premises must be reusable.

DISCUSSION/ANALYSIS

SUMMARY OF PROPOSED ORDINANCE
The proposed ordinance includes the following requirements:

1. Food facilities must eliminate the distribution of foodware such as straws, stirrers, cup spill plugs, condiment packets, utensils, napkins, and other accessories unless specifically requested by the consumer (aligns with Assembly Bill 1276).
2. Polystyrene foodware is prohibited.
3. Exceptions to these requirements include:
    - A food facility may ask drive-through customers if they would like utensils.
    - Does not apply to school cafeterias, healthcare facilities, or residential care facilities.

ENVIRONMENTAL IMPACT
Adoption of this ordinance will result in several environmental benefits including reduced litter in Newark, decreased waste going to landfills, and reduced plastic pollution flowing through the City's storm drainage system to local creeks and the San Francisco Bay.

SCHEDULE
If approved by the City Council, an extensive outreach and education effort that includes the following elements will be developed and implemented from July 2023

through December 2023:

- A letter along with an informational flyer in multiple languages will be sent to each food facility by US Mail and email.
- Information will be posted to the City's website and social media accounts.
- Staff will work with the Chamber of Commerce to reach out to businesses.
- A staff member will be identified as the contact person available to answer questions.

After this initial outreach and education push, efforts to educate the business community will be ongoing. Enforcement of the ordinance is the City's responsibility and is scheduled to begin in 2024. If a business is found to be in violation of the ordinance, two separate notices would be provided to correct the violation within a specified time period. The next step would be a citation for an infraction under NMC Section 1.16.010, with fines aligned with state law: $25 per day with a limit of $300 in fines annually.

FISCAL IMPACT

The proposed ordinance would not have a significant fiscal impact to the City. The City would be responsible for outreach and education to food facilities, providing resources, and ensuring compliance with the ordinance. Using Measure D funds, sufficient budget capacity exists in the 2022-2024 Biennial Budget and Capital Improvement Plan for FY 2024 for this effort. Revenue from fines is expected to be de minimis in FY2024.

ENVIRONMENTAL/PLANNING COMMISSION REVIEW

The ordinance is exempt from environmental review requirements pursuant to Section 15061(b)(3) of the California Environmental Quality Act ("CEQA") on the grounds that it can be seen with certainty that there is no possibility that the provisions contained within the ordinance may have a negative effect on the environment. Further, the Ordinance is also exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15308, as an action taken by regulatory agencies to assure the maintenance, restoration, and enhancement of natural resources, or protection of the environment.

REVIEW AND APPROVAL

Prepared by - James Scanlin, Environmental Services Manager
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - Lenka Hovorka, Assistant City Manager
Approved by - David J. Benoun, City Manager

Attachments

Sustainable Foodware Ordinance

Sustainable Foodware Ordinance Exhibit A

Sustainable Foodware Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK ADDING CHAPTER 8.44, "SUSTAINABLE FOODWARE", TO THE NEWARK MUNICIPAL CODE TO REGULATE THE USE OF DISPOSABLE FOODWARE TO IMPROVE THE HEALTH AND SAFETY OF THE NEWARK COMMUNITY AND ENVIRONMENT

WHEREAS, the purpose of this Ordinance is to comply with certain state laws restricting the distribution of single-use foodware accessories by restaurants and other food facilities, and to reduce the single-use plastic food service ware to improve the health and safety of the City of Newark community and environment; and

WHEREAS, reducing single-use plastic foodware waste improves the health and safety of the City of Newark's community and the environment as single-use plastics cause litter and pollution flowing to storm drains, creeks, the San Francisco Bay, and the Pacific Ocean. Reducing single-use plastic protects the health and safety of marine life; and

WHEREAS, reducing single-use plastic food service ware waste improves the beauty of the natural environment for the health and safety of the City of Newark community; and

WHEREAS, polystyrene is a problematic environmental pollutant because it breaks down into microplastics which cause significant damage to marine life and wildlife. Polystyrene is non-recyclable and non-reusable and better, recyclable, environmentally friendly materials have replaced polystyrene; and

WHEREAS, on October 5, 2021, AB 1276 was signed into law, restricting the distribution of single-use food service ware accessories (e.g., utensils, straws, stirrers, condiment packets, etc.) by restaurants and other food facilities; and

WHEREAS, the City Council wishes to have a sustainable foodware ordinance in Newark; and

WHEREAS, the City Council desires to authorize staff to enforce the sustainable foodware ordinance within Newark.

THE CITY COUNCIL OF THE CITY OF NEWARK DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals.

The above recitals are true and correct and made a part of this Ordinance.

SECTION 2. Municipal Code Amendment.

Chapter 8.44, Sustainable Foodware as contained in Exhibit A, attached hereto and incorporated herein, is added to the Newark Municipal Code.

SECTION 3. CEQA.

This Ordinance is exempt from the environmental review requirements of CEQA pursuant to Section 15061 (b)(3) of Title 14 of the California Code of Regulations because it can be seen with certainty that there is no possibility that the provisions contained herein may have a significant effect on the environment. Further, the Ordinance is also exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15307 and 15308 of Title 14 of the California Code of Regulations as actions taken by regulatory agencies to assure the maintenance, restoration, enhancement of natural resources, or protection of the environment.

SECTION 4. Severability.

If any provision, section, subsection, sentence, clause, phrase, or word of this Ordinance or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of the Chapter. The City Council hereby declares that it would have passed this Chapter, and each provision, section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any portion of this Chapter or application thereof would be subsequently declared invalid or unconstitutional.

SECTION 5. Publication and effective date.

Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Tri-City Voice, a newspaper of general circulation printed and published in Alameda County and circulated in the City of Newark, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

Chapter 8.44 – SUSTAINABLE FOODWARE

8.44.010 - Purpose.

The City Council finds and determines that:

A. An Ordinance reducing single-use plastic foodware waste improves the health and safety of the City of Newark's community and the environment since single-use plastics cause litter and pollution flowing to storm drains, creeks, San Francisco Bay, and the Pacific Ocean. Reducing single-use plastic also protects the health and safety of marine life.

B. An Ordinance reducing single-use plastic foodware waste improves the beauty of the natural environment for the health and safety of the City of Newark community.

C. Polystyrene is a problematic environmental pollutant since it breaks down into microplastics which cause significant damage to marine life and wildlife. Polystyrene is non-recyclable and non-reusable and better, recyclable, environmentally friendly materials have replaced Polystyrene.

D. On October 5, 2021, AB 1276 was signed into law by Governor Gavin Newsom. AB 1276 restricts the distribution of single-use foodware accessories (e.g., utensils, straws, stirrers, condiment packets, etc.) by restaurants and other food facilities.

8.44.020 - Definitions.

The following definitions govern the use of terms in this chapter:

A. "Disposable" means designed to be discarded after a single or limited number of uses and not designed or manufactured for longer-term multiple reuse.

B. "Foodware" means food contact products used for serving, distributing, holding, packaging, and/or transporting Prepared Food including, but not limited to plates, cups, bowls, trays, clamshell containers, boxes, utensils, straws, lids, and food contact paper (e.g., wraps, bags, tray liners, etc.). The term "Foodware" includes Foodware Accessories and Standard Condiments in Disposable packaging.

C. "Foodware Accessories" include different types of Foodware such as straws, stirrers, Utensils, condiment cups and packets, cocktail sticks/picks, toothpicks, napkins, cup spill plugs, cup sleeves, and other similar accessory or accompanying Foodware used as part of food or beverage service or packaging. Detachable lids for beverage cups and food containers are not considered a Foodware Accessory.

D. "Food Facility" means an operation that stores, prepares, packages, serves, vends, or otherwise provides food to the public for human consumption, as defined by the California Health and Safety Code Section 113789 or successor. It includes both permanent and temporary food facilities.

E. “Healthcare Facilities” mean places that provide healthcare to the public. Healthcare Facilities includes, but is not limited to hospitals, clinics, outpatient care centers, nursing homes, psychiatric care centers, medical offices, hospice homes, mental health and addiction treatment centers, orthopedic and other rehabilitation centers, urgent care, birth centers, etc.

F. “Polystyrene” and Polystyrene-based” means expanded polystyrene, which is a thermoplastic petrochemical material utilizing a styrene monomer and is included in all or a portion of Foodware.

G. “Prepackaged Food” means any labeled processed food, prepackaged to prevent any direct human contact with the food product upon distribution from the manufacturer.

H. “Prepared Food” means food or beverages that undergo a cooking or food preparation technique on the Food Facility’s premises for consumption by the public. Cooking or food preparation technique includes, but is not limited to the following:

1. Cooking methods, utilizing application of heat, such as steaming, microwaving, simmering, boiling, broiling, grilling, frying, or roasting.
2. Beverage preparation, such as blending, brewing, steeping, juicing, diluting, or pouring.
3. Food preparation techniques, such as defrosting, rinsing, washing, diluting, cutting, portioning, mixing, blending, assembling, coating, dipping, garnishing, decorating, or icing.

Prepared Food does not include raw eggs or raw, butchered meats, fish, and/or poultry sold from a butcher case, a refrigerator case, or similar retail appliance.

I. “Standard Condiment” means relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food item after preparation, and includes different types such as ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt, pepper, and sugar/sugar substitutes.

J. “Takeout Food” means Prepared Food that is purchased to be consumed off a Food Facility’s premises. Takeout Food includes Prepared Food delivered by a Food Facility or by a third-party Takeout Food Delivery Service.

K. “Takeout Food Delivery Service” is a service for online food ordering and delivery of Prepared Food from a Food Facility to a customer. This service can be provided directly by the Food Facility or by a third-party.

L. “Utensils” include different types of instruments used to assist the consumption of food, e.g., forks, knives, spoons, sporks, chopsticks, and tongs.

8.44.030 – Distribution of Foodware and Foodware Accessories.

A. Food Facilities, for on-premises dining and off-premises dining (e.g., Takeout Food Delivery Service, catering off-site, etc.), shall not provide any Foodware Accessories or Standard Condiment in Disposable packaging to a consumer unless the specific type of Foodware Accessory or specific type of Standard Condiment is requested by the consumer, with the following exceptions:

1. Food Facilities that are drive-through Food Facilities may ask a drive-through consumer if the consumer wants a specific type of Foodware Accessory if the item is necessary for the consumer to consume Prepared Food or to prevent spills of or safely transport Prepared Food.

2. Food Facilities that are located entirely within a public use airport, as defined in Section 77.3 of Title 14 of the Code of Federal Regulations, may ask a walk-through consumer if the consumer wants a specific type of Foodware Accessory if the item is necessary for the consumer to consume Prepared Food or to prevent spills of or safely transport Prepared Food.

B. Foodware Accessories and Standard Condiment in Disposable packaging provided by Food Facilities for use by consumers shall not be bundled or packaged in a manner that prohibits a consumer from taking only the type of Foodware Accessory or type of Standard Condiment desired without also having to take a different type of Foodware Accessory or type of Standard Condiment. Food Facilities cannot distribute Utensils that are bundled or packaged together. Each type of Utensil (e.g., fork, spoon, knife, etc.) must be specifically requested by the consumer in order for a Food Facility to provide the item(s).

C. Nothing in this Chapter shall prohibit a Food Facility from making unwrapped Foodware Accessories available to a consumer using refillable self-service dispensers that dispense different types of Foodware Accessories one item at a time to allow for Foodware Accessories to be obtained.

D. Nothing in this Chapter shall prohibit a Food Facility from making Standard Condiment available to a consumer using refillable self-service dispensers to allow for Standard Condiment to be obtained. Food Facilities that offer Standard Condiment are encouraged to use bulk dispensers for the condiments rather than condiments packaged for single use.

E. Takeout Food Delivery Services shall provide consumers with the option to proactively request the different types of available Foodware Accessories and the different types of Standard Condiment from a Food Facility serving Prepared Food. The default option on the digital ordering/point-of-sale platforms of Takeout Food Delivery Services shall be that no Foodware Accessories or Standard Condiment are requested.

F. Takeout Food Delivery Services shall provide Food Facilities the ability to tailor the digital ordering/point-of-sale platforms so that Food Facilities can customize and itemize the different types of available Foodware Accessories (including different types of Utensils) and the different types of available Standard Condiments for consumers to proactively select.

G. If a Food Facility uses any Takeout Food Delivery Service, the Food Facility shall customize its menu with an itemized list and/or provide options of the different types of available Foodware Accessories and the different types of available Standard Condiments for consumers to proactively select. Only those specific types of Foodware Accessories or specific types of Standard Condiment proactively requested by the consumer shall be provided by the Food Facility. If a consumer does not request any Foodware Accessories or Standard Condiment, no Foodware Accessories or Standard Condiment shall be provided by the Food Facility for delivery of Prepared Food. Each type of Utensil (e.g., fork, spoon, knife, etc.) offered by the Food Facility shall also be

listed individually, unbundled on the menu, and provided by the Food Facility for delivery along with the Prepared Food only if requested by the consumer.

8.44.040 - Standards and Required Use of Foodware.

A. No Food Facility shall use Polystyrene or Polystyrene-based Disposable Foodware when providing Prepared Food.

B. Nothing in this Chapter shall conflict or be construed to conflict with the Americans with Disabilities Act or any other applicable law concerning the rights of individuals with disabilities.

8.44.050 - Recordkeeping and Inspection.

A. Food Facilities shall keep complete an accurate record or documents of the purchase of the acceptable Foodware evidencing compliance with this Chapter for a minimum period of three years from the date of purchase.

B. The record shall be made available for inspection at no cost to the City staff (or their designee) authorized to enforce this ordinance unless an alternative location or method of review is mutually agreed upon, the records or documents shall be made available at the Food Facility address. The City may, from time to time modify the requirements and inspections to enable compliance by the Food Facilities.

8.44.060 - Automatic Exemptions.

A. Prepackaged Food is exempt from the provisions of this Chapter.

B. If the City determines that a reasonably feasible Foodware that complies with this ordinance does not exist, these items will be exempt from all or select requirements of the abovementioned provisions of this Chapter until the City's Environmental Services Manager (or their designee) determines that a reasonably feasible alternative is available on the market for purchase.

C. Temporary exemptions due to an emergency are automatic without the submission of a request for an exemption. An emergency is defined as a sudden, unexpected occurrence posing a clear and imminent danger that requires immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. Examples of an emergency include, but are not limited to natural disasters, emergencies due to the release of hazardous materials, emergencies associated with loss of power and/or water, or emergency medical response.

8.44.070 - Case-by-Case Consideration of Requests for Hardship Exemption.

A. Grounds for an exemption.

An exemption from any of the provisions of this Chapter may be granted by the Environmental Services Manager or designee upon demonstration by a Food Facility to the satisfaction of the City that strict application of the requirements would cause undue hardship. An "undue hardship" includes, but is not limited to the following:

1. A situation unique to the Food Facility where a suitable alternative that conforms with the requirements detailed in this ordinance does not exist for a specific application.
2. Imposing the provisions of this Chapter would cause significant economic hardship. "Significant economic hardship" may be based on, but not limited to, demonstrating that suitable Disposable Foodware is not available at a

commercially reasonable price and the additional cost associated with providing the Disposable Foodware is particularly burdensome to the Food Facility based on the type of operation(s) affected, the overall size of the business/operation, the number, type and location of its facilities, the impact on the overall financial resources of the Food Facility, and other factors. Reasonable added cost for a suitable item as compared to a similar item that the Food Facility can no longer use shall not by itself constitute adequate grounds to support an exemption for such item. In determining whether a significant economic hardship has been established, the Environmental Services Manager or designee may consider the following information: ability of the Food Facility to recover the additional expense by increasing its prices; the availability of tax credits and deductions; outside funding; and other options.

B. Request for an exemption. A request for an exemption from the requirements of this Chapter shall include all information deemed necessary by the City to render a decision, including but not limited to documentation showing the factual support for the requested exemption. A request for an exemption may be approved by the Environmental Services Manager or designee, in whole or in part, with or without conditions. The duration of the exemption, if granted, shall also be determined by the Environmental Services Manager or designee.

8.44.080 - Enforcement.

A. The Environmental Services Manager or their designee may enforce this Chapter. The enforcement provisions will commence January 1, 2024, after the outreach and education phase for Food Facilities.

B. Any violation of Section 8.44.040 is punishable as specified in Section 1.16.010 or by any other applicable law.

C. The first and second violations of Section 8.44.030 shall result in a notice of violation, and any subsequent violation of that section shall constitute an infraction punishable by a fine of twenty-five dollars for each day in violation, but not to exceed three hundred dollars annually.

D. The Environmental Services Manager or designee can modify the enforcement process from time to time to ensure compliance with this Chapter, and such authorization can include modifications to enforcement provisions, the methods, and details to issue violations, and or assess administrative fines on behalf of the City.

E. This Section shall not be interpreted to limit any otherwise available civil or administrative remedies under law.

Sustainable Foodware

June 8, 2023

Sustainable Foodware

City Council: June 8, 2023

Overview of Presentation

- Purpose
- Benefits
- Summary of Provisions
- Outreach Plan
- Schedule

Sustainable Foodware

City Council: June 8, 2023

Purpose of Ordinance

To reduce single-use plastic waste, reduce the discharge of plastics to local creeks and the Bay, and improve the beauty of Newark.

Sustainable Foodware

City Council: June 8, 2023

Benefits of Ordinance

- Reduced Litter in Newark
- Reduced Pollution to Creeks and Bay
- Compliance with Stormwater Discharge Permit
- Reduced Waste to Landfill

Sustainable Foodware

City Council: June 8, 2023

Summary of Provisions

- Requires Customers to Request a Foodware Accessory or Condiment
- Items Cannot be Bundled
- Prohibits Polystyrene Foodware
- Applies to all Food Facilities*

Sustainable Foodware

City Council: June 8, 2023

Summary *(continued)*

- Food Facilities: any permanent or temporary operation that prepares, serves, provides, or vends food to the public for human consumption

*Exemptions: School Cafeterias, Healthcare Facilities

- Foodware Accessories: include utensils, straws, napkins, and condiments

Sustainable Foodware

City Council: June 8, 2023

Summary *(continued)*

- Aligns with Assembly Bill 1276
  - Signed by Governor in 2021
  - Restricts Distribution of Foodware Accessories
  - Requires the City to Authorize an Enforcement Agency

Sustainable Foodware

City Council: June 8, 2023

Outreach and Education

- Post Information to City Website and Social Media
- Send Outreach Materials to All Food Facilities
- Conduct Site Visits
- Coordinate Outreach with Chamber of Commerce

Schedule

- Develop and Implement Outreach July - December
- Enforcement begins in 2024

Sustainable Foodware

City Council: June 8, 2023

Ordinance Adoption

Staff recommends that City Council waive the full reading, and, by title only, introduce an ordinance adding Chapter 8.44, Sustainable Foodware, to the Newark Municipal Code.

Questions and Comments