



# 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](mailto:city.clerk@newark.org)



## AGENDA

Thursday, March 26, 2026

7:00 P.M.

**Michael K. Hannon, Mayor**  
**Matthew Jorgens, Vice Mayor**  
**Terrence Grindall, Council Member**  
**Julie Del Catancio, Council Member**  
**Eve Marie Little, Council Member**

**A. ROLL CALL**

**B. PRESENTATIONS**

**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 March 12, 2026, City Council Minutes

3. Adopt a resolution designating, by title, the City Manager, Assistant City Manager, and Finance Director as Authorized Agents and authorizing the California Governor's Office of Emergency Services (Cal OES) Form 130 - Designation of Applicant's Agent Resolution for Non-State Agencies

4. Adopt a resolution acknowledging receipt of a report made by the Fire Chief of the Alameda County Fire Department regarding the inspection of certain occupancies required to perform annual inspections in such occupancies pursuant to sections 13146.2 And 13146.3 of the California Health and Safety Code
5. Mid-Year Budget Review and Adoption of a Resolution Amending the 2024–2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025-26
6. Initiation of Fiscal Year 2026-27 Landscaping and Lighting Assessment District Proceedings and authorization to execute amendment No. 3 to the Contractual Services Agreement with Francisco & Associates for the Administration of the City’s Landscaping and Lighting Districts and other Special Financing District Administration Services

**E. PUBLIC HEARINGS**

**F. OTHER BUSINESS**

1. Adopt a resolution authorizing an agreement with Macks Craic, Inc., dba Mack5 for Consulting Project Management Services in an amount of \$4,398,229, for the Fire Stations #27 and #29 Replacement Project (CIP No. 1410)
2. Introduction of the Five-Year Capital Improvement Plan and request for direction on utilizing excess Measure GG and Measure LL funding with respect to the Central Avenue Overpass Project or the Cultural Arts Center Project

**G. CITY MANAGER UPDATES**

**H. 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.*

**I. CLOSED SESSION**

**J. ADJOURNMENT**

**MEETING INFORMATION**

Members of the public may attend the meeting in person, watch online, or watch on Cable Channel 26. The ability to observe online 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.

Cable Channel 26 - if the meeting does not broadcast live, please contact your service provider and request the City of Newark channel lineup.

Zoom will no longer be available for public participation unless required by Assembly Bill 2449. Should a Council Member or the Mayor attend the meeting via Zoom.com pursuant to Assembly Bill 2449, then the Webinar ID 812 8443 6426 will be activated. The Mayor will make an announcement at the beginning of the meeting that the City will be allowing public comment via Zoom. Raise your virtual hand to notify the City Clerk that you would like to speak during the item that you wish to speak on.

## How to submit written Public Comment

Send an email to [City Clerk](#) by 3:00 p.m. the day of the meeting. Please identify the agenda item number in the subject line of your email. Emails will be compiled into one file and will be distributed to the City Council before the meeting. 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 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@newarkca.gov](mailto:city.clerk@newarkca.gov) at least two days prior to the meeting at City Clerk or 510-578-4266.

## Certification of Meeting Notice and Agenda Posting

This notice and agenda were posted on the City's website and at the City Hall bulletin board located at 37101 Newark Boulevard, Newark, CA, at least 72 hours prior to the meeting date, in accordance with the Ralph M. Brown Act.

## Mission Statement

It is our mission to serve and partner with our community to continually enhance the quality of life of everyone in Newark.

## Senior Staff Members

**David J. Benoun**  
City Manager

**Kristopher J. Kokotaylo**  
City Attorney

**Edwin Miranda**  
CIO/Information Technology Director

**Brittney Frye**  
Human Resources Director

**Howard Young**  
Public Works Director

**Ryan Nishimoto**  
ACFD Deputy Chief

**Roya Gonzalez**  
Recreation and Community Services Interim Director  
Strategic Initiatives Manager

**Lenka Hovorka**  
Assistant City Manager

**Steven Turner**  
Community Development Director

**Krysten Lee**  
Finance Director

**Jonathan Arguello**  
Police Chief

**Neetu Salwan**  
City Clerk

**Colleen Lettire**  
Communications and Public Engagement Manager



## **STAFF REPORT**

Item D. 1.

**DATE** 03/26/2026  
**TO** Honorable Mayor and City Council Members  
**FROM**  
**SUBJECT** Approval of Audited Demands

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### **Attachments**

Audited Demands 02.26.26  
Audited Demands 03.05.26

**LIVE Newark CA LIVE**  
**Payment Batch Register**  
**Bank Account: AP - ZBA ACCOUNTS PAYABLE**  
**Batch Date: 02/26/2026**

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: AP - ZBA ACCOUNTS PAYABLE</b>					
Check	02/26/2026	16207	Accounts Payable	ADAMSON POLICE PRODUCTS	653.49
	Invoice		Date	Description	Check Sort Code
		INV447287	02/05/2026	FLASHLIGHT FOR NEW HIRES	653.49
Check	02/26/2026	16208	Accounts Payable	HEALTH AND HUMAN RESOURCE CENTER, INC	266.22
	Invoice		Date	Description	Check Sort Code
		E0363399	02/03/2026	EMPLOYEE ASSISTANT PROGRAM (EAP) - MARCH 2026	266.22
Check	02/26/2026	16209	Accounts Payable	AIRGAS USA, LLC	114.52
	Invoice		Date	Description	Check Sort Code
		5522582394	01/31/2026	CYL ACETYLENE RENTAL 01/31/26	114.52
Check	02/26/2026	16210	Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT	1,227,143.08
	Invoice		Date	Description	Check Sort Code
		2025-26-193	02/01/2026	CONTRACT FIRE SERVICES - 02/26	1,227,143.08
Check	02/26/2026	16211	Accounts Payable	ALAMEDA COUNTY MAYORS CONFERENCE	4,960.00
	Invoice		Date	Description	Check Sort Code
		647	01/30/2026	2026 MEMBERSHIP DUES	4,960.00
Check	02/26/2026	16212	Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE	143.00
	Invoice		Date	Description	Check Sort Code
		10235	02/10/2026	TRAFFIC COLLISION INVESTIGATION-SHAFFER 05/11-05/15/26	143.00
Check	02/26/2026	16213	Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.	8,169.36
	Invoice		Date	Description	Check Sort Code
		PS-INV103696	02/06/2026	SCHOOL CROSSING GUARD SVCS 01/18-01/31/26	8,169.36
Check	02/26/2026	16214	Accounts Payable	AUTO PLUS TOWING LLC	425.00
	Invoice		Date	Description	Check Sort Code
		177527	01/08/2026	TOWING SVCS CASE #25-04397 01/08/26	425.00
Check	02/26/2026	16215	Accounts Payable	BAY CENTRAL PRINTING	102.49
	Invoice		Date	Description	Check Sort Code
		204972	02/06/2026	BUSINESS CARD IMPRINTING- F.FELIX	102.49
Check	02/26/2026	16216	Accounts Payable	VIOLETTA BERLANGA	124.84
	Invoice		Date	Description	Check Sort Code
		0113-011526EXP	02/23/2026	INTERVIEW AND INTERROGATION-MILEAGE REIMBURSEMENT 01/13-01/15/26	124.84
Check	02/26/2026	16217	Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS	907.72
	Invoice		Date	Description	Check Sort Code
		JAN 26	02/01/2026	OFFICE SUPPLIES 01/05-01/23/26 (APS #26-31)	907.72

Check	02/26/2026	16218	Accounts Payable	BLUE TO GOLD LLC		250.00
	Invoice		Date	Description	Check Sort Code	Amount
	041426ES		02/23/2026	ADVANCED SEARCH AND SEIZURE-SHAFFER 04/14/26		125.00
	041526ES		02/23/2026	ADVANCED TRAFFIC STOPS-SHAFFER 04/15/26		125.00
Check	02/26/2026	16219	Accounts Payable	BLUETRITON BRANDS INC		223.70
	Invoice		Date	Description	Check Sort Code	Amount
	06B8720042467		02/17/2026	WATER SERVICES 01/15-2/14/26		223.70
Check	02/26/2026	16220	Accounts Payable	STATE DISBURSEMENT UNIT		1.38
	Invoice		Date	Description	Check Sort Code	Amount
	PPE 2.14.26		02/19/2026	GARNISH - 2/1/26-2/14/26 - CASE 200000002128365		1.38
Check	02/26/2026	16221	Accounts Payable	CENTRAL TOWING & TRANSPORT LLC		288.60
	Invoice		Date	Description	Check Sort Code	Amount
	9751013-1		02/23/2026	TOWING SVCS 01/02/26		97.50
	9753339-1		02/23/2026	TOWING SVCS 01/07/26		65.00
	9754130-1		02/23/2026	TOWING SVCS 01/09/26		126.10
Check	02/26/2026	16222	Accounts Payable	CINDY K. HULL & ASSOCIATES		750.00
	Invoice		Date	Description	Check Sort Code	Amount
	166		02/15/2026	LATENT PRINT ANALYSIS FEBRUARY 2026		750.00
Check	02/26/2026	16223	Accounts Payable	CITY OF FREMONT		18,678.00
	Invoice		Date	Description	Check Sort Code	Amount
	342518		02/02/2026	SHELTER OPERATING EXP FEBRUARY 2026		18,678.00
Check	02/26/2026	16224	Accounts Payable	OAKLAND POLICE DEPARTMENT		225.00
	Invoice		Date	Description	Check Sort Code	Amount
	032026-VB		02/20/2026	CIT TRAINING - BERLANGA		75.00
	032026-TD		02/20/2026	CIT TRAINING - T.DALE		75.00
	0511-051426RD-P		02/23/2026	CIT TRAINING - DIAZ-PEREZ 05/11-05/14/26		75.00
Check	02/26/2026	16225	Accounts Payable	COACHING CALIFORNIA LLC		700.00
	Invoice		Date	Description	Check Sort Code	Amount
	0108		02/19/2026	EXECUTIVE COACHING SERVICES-ED MIRANDA 02/03-02/19/26		700.00
Check	02/26/2026	16226	Accounts Payable	COOKE AND ASSOCIATES INCORPORATED		6,325.65
	Invoice		Date	Description	Check Sort Code	Amount
	197641		01/28/2026	BACKGROUND INVESTIGATIONS - 01/28/26		2,125.65
	197617		01/20/2026	BACKGROUND INVESTIGATIONS - 01/20/26		2,100.00
	197616		01/20/2026	BACKGROUND INVESTIGATIONS - 01/20/26		2,100.00
Check	02/26/2026	16227	Accounts Payable	CORELOGIC SOLUTIONS, LLC		237.25
	Invoice		Date	Description	Check Sort Code	Amount
	30837764		01/31/2026	INVESTIGATIVE REAL ESTATE INFO RESEARCH - SVCS THRU 01/31/26		237.25
Check	02/26/2026	16228	Accounts Payable	ALAMEDA COUNTY CLERK		100.00
	Invoice		Date	Description	Check Sort Code	Amount
	PRJCIPA1001/7.26		02/17/2026	NOTICE OF EXEMPTION HANDLING FEE-PRJ10001/10007.FY26		50.00
	PRJ1310		02/24/2026	NOTICE OF EXEMPTION HANDLING FEE-PRJ1310 37440 FILBERT ST		50.00
Check	02/26/2026	16229	Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT		5,031.78
	Invoice		Date	Description	Check Sort Code	Amount
	112-2601029		02/20/2026	AWS ACCESS FEE JAN 2026		5,031.78
Check	02/26/2026	16230	Accounts Payable	COVINO SMITH & SIMON, INC.		1,700.00

	Invoice	Date	Description	Check Sort Code	Amount
	#01-2026	01/26/2026	PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE JANUARY 2026		1,700.00
Check	02/26/2026	16231	Accounts Payable	CSG CONSULTANTS, INC.	19,620.73
	Invoice	Date	Description	Check Sort Code	Amount
	B260085	02/02/2026	BI FIELD INSPECTION AND RELATED PROFESSIONAL SVCS 01/01-01/31/26		19,620.73
Check	02/26/2026	16232	Accounts Payable	CSW I ST2	73,170.50
	Invoice	Date	Description	Check Sort Code	Amount
	2601093	01/31/2026	DESIGN SERVICES FOR OLD TOWN STREETScape IMPROVEMENTS 12/25		73,170.50
Check	02/26/2026	16233	Accounts Payable	CYRACOM INTERNATIONAL, INC	222.87
	Invoice	Date	Description	Check Sort Code	Amount
	SUMINV0833140126	01/31/2026	LANGUAGE TRANSLATION SERVICES - JAN '26		222.87
Check	02/26/2026	16234	Accounts Payable	I.D. CHECKING GUIDE	75.50
	Invoice	Date	Description	Check Sort Code	Amount
	854914	02/03/2026	2026 I.D. CHECKING GUIDE		75.50
Check	02/26/2026	16235	Accounts Payable	JARVIS SHELL	12,270.49
	Invoice	Date	Description	Check Sort Code	Amount
	00008	02/13/2026	GASOLINE AND CAR WASH 01/20-02/12/26		12,270.49
Check	02/26/2026	16236	Accounts Payable	DEPARTMENT OF JUSTICE	164.00
	Invoice	Date	Description	Check Sort Code	Amount
	022265	02/05/2026	FINGERPRINTING FEES - 01/26		164.00
Check	02/26/2026	16237	Accounts Payable	FITGUARD, INC	112.72
	Invoice	Date	Description	Check Sort Code	Amount
	0000240112	02/04/2026	PREVENTATIVE MAINTENANCE 02/03/26		112.72
Check	02/26/2026	16238	Accounts Payable	FRANCISCO & ASSOCIATES INC	24,614.84
	Invoice	Date	Description	Check Sort Code	Amount
	4139	07/11/2025	LLD ASSESSMENT SRVCS 07/25		24,614.84
Check	02/26/2026	16239	Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.	29,780.60
	Invoice	Date	Description	Check Sort Code	Amount
	E 235812	02/01/2026	MAINTENANCE CONTRACT FEBRUARY 2026		29,780.60
Check	02/26/2026	16240	Accounts Payable	GHD INC.	590.18
	Invoice	Date	Description	Check Sort Code	Amount
	380-0076021	08/15/2025	MOWRY/CHERRY INTERSECT ANALYSIS CIP001369 THRU 08/02/25		306.00
	380-0077708	09/12/2025	MOWRY/CHERRY INTERSECT ANALYSIS CIP001369 THRU 08/30/25		178.88
	380-0084179	01/08/2026	MOWRY/CHERRY INTERSECT ANALYSIS CIP001369 THRU 12/13/25		105.30
Check	02/26/2026	16241	Accounts Payable	I PIZZA	1,400.00
	Invoice	Date	Description	Check Sort Code	Amount
	1206-12272026	02/03/2026	PIZZA FOR BIRTHDAY PARTIES 12/06-12/27/26		1,400.00
Check	02/26/2026	16242	Accounts Payable	JOCELYN E. ROLAND	1,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	24694	01/30/2026	PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING -01/30/26		500.00
	24722	02/06/2026	PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING -02/02/26		500.00
Check	02/26/2026	16243	Accounts Payable	JOINT VENTURE SILICON VALLEY	5,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	12016SOVNEWARK	02/06/2026	STATE OF THE VALLEY CONFERENCE 2026 SPONSORSHIP		5,000.00

Check	02/26/2026	16244	Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		4,532.97
	Invoice		Date	Description	Check Sort Code	Amount
	906043286		02/23/2026	AGREEMENT 717-8255790-003 - FEB '26		190.38
	906043285		02/23/2026	AGREEMENT 717-8255790-001 - MAR '26		4,342.59
Check	02/26/2026	16245	Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC		50.63
	Invoice		Date	Description	Check Sort Code	Amount
	1300237064		01/31/2026	INVESTIGATIVE INFO RESEARCH - 1/31/26		50.63
Check	02/26/2026	16246	Accounts Payable	LPC SERVICES, INC.		5,393.00
	Invoice		Date	Description	Check Sort Code	Amount
	85324		02/06/2026	PEST SERVICES - SANCTUARY PARK #117190 2/6/26		570.00
	85325		02/06/2026	PEST SERVICES - SANCTUARY PARK #117190 2/6/26		425.00
	85322		02/06/2026	PEST SERVICES - SILLIMAN PARK #117189 2/6/26		570.00
	85323		02/06/2026	PEST SERVICES - SILLIMAN PARK #117189 2/6/26		425.00
	85288		02/06/2026	PEST SERVICES - LIBRARY #116524 2/6/26		175.00
	85285		02/06/2026	PEST SERVICES - PD #104419 2/6/26		181.00
	85320		02/06/2026	PEST SERVICES - ASH PARK #117187 2/6/26		285.00
	85321		02/06/2026	PEST SERVICES - BRIDGEPOINT PARK #117188 2/6/26		285.00
	85187		02/06/2026	PEST SERVICES - COMMUNITY CENTER #102700 2/6/26		95.00
	85150		02/06/2026	PEST SERVICES - SILLIMAN #102710 2/6/26		1,020.00
	85148		02/06/2026	PEST SERVICES - FIRE STATION #3 102701 2/6/26		240.00
	85282		02/06/2026	PEST SERVICES - CITY HALL #102699 2/6/26		175.00
	85247		02/06/2026	PEST SERVICES - CITY HALL #102699 2/6/26		267.00
	85035		02/06/2026	PEST SERVICES - SERVICE CENTER #102702 2/6/26		185.00
	85149		02/06/2026	PEST SERVICES - FIRE STATION #1 102707 2/6/26		275.00
	85186		02/06/2026	PEST SERVICES - FIRE STATION #2 #102709 2/6/26		220.00
Check	02/26/2026	16247	Accounts Payable	MAGNUM ELECTRONICS, INC		428.12
	Invoice		Date	Description	Check Sort Code	Amount
	INV/2026/01644		02/04/2026	MOTOROLA REPLACEMENT CORD		428.12
Check	02/26/2026	16248	Accounts Payable	MIKE YORKS INVESTIGATIONS		3,750.00
	Invoice		Date	Description	Check Sort Code	Amount
	2026-01		02/13/2026	BACKGROUND INVESTIGATIONS 01/21-02/13/26		3,750.00
Check	02/26/2026	16249	Accounts Payable	NETWORK CONTRACTING LLC		110.00
	Invoice		Date	Description	Check Sort Code	Amount
	5034		01/31/2026	NETWORK CONSULTING SERVICES 01/28/26		110.00
Check	02/26/2026	16250	Accounts Payable	MFCP INC		95.71
	Invoice		Date	Description	Check Sort Code	Amount
	9718668		02/05/2026	VEH 408 REPLACEMENT HOSE		95.71
Check	02/26/2026	16251	Accounts Payable	O'REILLY AUTO PARTS		548.83
	Invoice		Date	Description	Check Sort Code	Amount
	3464-168912		02/09/2026	LUBRICANTS		33.19
	3464-169937		02/17/2026	BATTERY		515.64
Check	02/26/2026	16252	Accounts Payable	OTIS ELEVATOR COMPANY		3,929.76
	Invoice		Date	Description	Check Sort Code	Amount
	100402248969		02/16/2026	ELEVATOR MAINTENANCE 03/01-05/31/26		3,929.76
Check	02/26/2026	16253	Accounts Payable	OWEN EQUIPMENT CO		573.28
	Invoice		Date	Description	Check Sort Code	Amount
	00070351		02/05/2026	PIVOT ARM ASSY & HORIZ CROSS		573.28

Check	02/26/2026	16254	Accounts Payable	AT&T		5,908.11
	Invoice		Date	Description	Check Sort Code	Amount
	000024757918		02/01/2026	BAN 9391083983 - 01/01-01/31/26		5,035.25
	000024752112		02/01/2026	BAN 9391056598 - 01/01-01/31/26		872.86
Check	02/26/2026	16255	Accounts Payable	PACIFIC GAS & ELECTRIC		95,583.75
	Invoice		Date	Description	Check Sort Code	Amount
	7578-021126		02/11/2026	CITYWIDE ELECTRICITY 02/11/26		88,728.75
	0870-020526		02/05/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/30-01/29/26		111.98
	1859-020426		02/04/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/29-01/28/26		6,365.62
	3926-020426		02/04/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/29-01/28/26		149.72
	0552-020326		02/03/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/27-01/27/26		113.98
	5555-020326		02/03/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/27-01/27/26		113.70
Check	02/26/2026	16256	Accounts Payable	PET BENEFIT SOLUTION		72.25
	Invoice		Date	Description	Check Sort Code	Amount
	240209		02/19/2026	TOTAL PET PLAN - FEBRUARY 2026 PREMIUMS		72.25
Check	02/26/2026	16257	Accounts Payable	PREFERRED ALLIANCE INC		210.00
	Invoice		Date	Description	Check Sort Code	Amount
	0209722-IN		01/31/2026	NON-RANDOM DRUG TESTING - 01/26		210.00
Check	02/26/2026	16258	Accounts Payable	RAFTELIS		14,420.00
	Invoice		Date	Description	Check Sort Code	Amount
	41511		09/12/2025	EXECUTIVE COACHING SERVICES 08/01-08/31/25		520.00
	44103		02/11/2026	2026 CITY COUNCIL RETREAT-FINAL BILL 01/01-01/31/26		13,900.00
Check	02/26/2026	16259	Accounts Payable	SFPUC		4,113.23
	Invoice		Date	Description	Check Sort Code	Amount
	74663		06/24/2025	SFPUC RENT WATER AC#2866 07/01/25		3,063.89
	74639		06/24/2025	SFPUC RENT WATER AC#3642 07/01/25		1,049.34
Check	02/26/2026	16260	Accounts Payable	WILLE ELECTRIC SUPPLY CO., INC		530.27
	Invoice		Date	Description	Check Sort Code	Amount
	S2284829.001		02/05/2026	SATCO U BEND LED		530.27
Check	02/26/2026	16261	Accounts Payable	CHURCHILL CONSULTANTS, LLC.		18,000.00
	Invoice		Date	Description	Check Sort Code	Amount
	1252		02/01/2026	50% PAYMENT 6-MONTH LEADERSHIP COACHING ENGAGEMENT 02/01/26		18,000.00
Check	02/26/2026	16262	Accounts Payable	SIERRA SHELLEY		135.23
	Invoice		Date	Description	Check Sort Code	Amount
	022526EXP		02/23/2026	CRITICAL INCIDENT STRESS MANAGEMENT 02/25/26		135.23
Check	02/26/2026	16263	Accounts Payable	ST. FRANCIS ELECTRIC, LLC.		10,750.00
	Invoice		Date	Description	Check Sort Code	Amount
	24054526		01/30/2026	TRAFFIC SIGNAL & STREET LIGHT MAINTENANCE - 01/30/26		10,750.00
Check	02/26/2026	16264	Accounts Payable	STAPLES		335.97
	Invoice		Date	Description	Check Sort Code	Amount
	7008608693		01/31/2026	OFFICE SUPPLIES 01/14-01/29/26		335.97
Check	02/26/2026	16265	Accounts Payable	SWRCB		18,196.00
	Invoice		Date	Description	Check Sort Code	Amount
	SW-0322390		11/05/2025	ANNUAL STORM WATER PERMIT FEE 07/01/25-06/30/26		18,196.00
Check	02/26/2026	16266	Accounts Payable	T-MOBILE USA, INC		50.00

	Invoice	Date	Description	Check Sort Code	Amount
	L2602190047	02/20/2026	SEARCH WARRANT - 26-00365		50.00
Check	02/26/2026	16267	Accounts Payable	T-MOBILE USA, INC	50.00
	Invoice	Date	Description	Check Sort Code	Amount
	L2602180280	02/18/2026	SEARCH WARRANT - 26-00365 01/05-02/11/26		50.00
Check	02/26/2026	16268	Accounts Payable	TEMPERATURE TECHNOLOGY INC.	3,188.58
	Invoice	Date	Description	Check Sort Code	Amount
	I4517	02/04/2026	SILLIMAN HVAC SERVICE 01/26/26		1,008.50
	I4496	02/04/2026	SILLIMAN HVAC SERVICE 01/15/26		2,180.08
Check	02/26/2026	16269	Accounts Payable	THE ED JONES COMPANY	136.78
	Invoice	Date	Description	Check Sort Code	Amount
	60410	01/12/2026	TOP RIBBON - CAPT SIMON		136.78
Check	02/26/2026	16270	Accounts Payable	TRUE NORTH COMPLIANCE SERVICES, INC.	130.00
	Invoice	Date	Description	Check Sort Code	Amount
	26-01-032	02/01/2026	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 01/26		130.00
Check	02/26/2026	16271	Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY CO	45,904.55
	Invoice	Date	Description	Check Sort Code	Amount
	543709	01/31/2026	JANITORIAL SERVICES - FAMILY RESOURCE CENTER 01/28/26		1,100.00
	543708	01/31/2026	JANITORIAL SERVICES - POLICE CARPETS 01/20/26		260.00
	542141	12/26/2025	JANITORIAL SERVICES - LIBRARY DECEMBER 2025		6,165.89
	2025-1201	12/26/2025	JANITORIAL SERVICES - CITYWIDE DECEMBER 2025		38,378.66
Check	02/26/2026	16272	Accounts Payable	U.S. BANK CORPORATE PAYMENT SYSTEMS	51,496.15
	Invoice	Date	Description	Check Sort Code	Amount
	022326STMT	02/26/2026	CC PAYMENT 02/23/26		51,496.15
Check	02/26/2026	16273	Accounts Payable	VERDE DESIGN INC	755.00
	Invoice	Date	Description	Check Sort Code	Amount
	14-2319400	07/03/2025	NEWARK PARK SIGNAGE & DOCUMENTATION 05/26-06/25/25		520.00
	12-2319400	02/03/2025	NEWARK PARK SIGNAGE & DOCUMENTATION 12/24-01/25/25		235.00
Check	02/26/2026	16274	Accounts Payable	VERIZON WIRELESS	11,957.03
	Invoice	Date	Description	Check Sort Code	Amount
	6136322060	02/18/2026	WIRELESS SERVICE 01/19-02/18/26		11,957.03
Check	02/26/2026	16275	Accounts Payable	WASHINGTON HEALTH	75.00
	Invoice	Date	Description	Check Sort Code	Amount
	0126-NPD-LB	02/03/2026	LAB TESTS JANUARY 2026		75.00
Check	02/26/2026	16276	Accounts Payable	DAILY JOURNAL CORPORATION	35.00
	Invoice	Date	Description	Check Sort Code	Amount
	B4001586	01/13/2026	NOTICE OF NEW COMMITTEE PUBLISHED 01/13/26		35.00
Check	02/26/2026	16277	Accounts Payable	ORION SECURITY	1,001.78
	Invoice	Date	Description	Check Sort Code	Amount
	135395	02/14/2026	UNARMED, UNIFORMED SECURITY GUARD 02/09/26-02/12/26		1,001.78
Check	02/26/2026	16278	Accounts Payable	CREATIVE VIDEO SERVICES, INC	1,031.26
	Invoice	Date	Description	Check Sort Code	Amount
	022026BL	02/20/2026	BUSINESS LICENSE #003972 ADJUSTMENT 02/20/26		1,031.26
Check	02/26/2026	16279	Accounts Payable	ENGEO INCORPORATED	1,500.00

	Invoice	Date	Description	Check Sort Code	Amount
	2026-0980	02/20/2026	ENCP2025-0305 RFND		1,500.00
Check	02/26/2026	16280 Accounts Payable	KANKALIL JOY , LEJY		165.00
	Invoice	Date	Description	Check Sort Code	Amount
	773254	02/23/2026	REFUND FOR A CAMP CREDIT FROM LAST YEAR THAT WAS ON ACCOUNT		165.00
Check	02/26/2026	16281 Accounts Payable	PRO ROOTER INC		1,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	2024-3166	02/20/2026	ENCP2024-0059 RFND		1,000.00
EFT	02/26/2026	1901 Accounts Payable	CLIENTFIRST TECHNOLOGY CONSULTING	122037760 / 001064667052	225.00
	Invoice	Date	Description	Check Sort Code	Amount
	19213	01/31/2026	SECURITY CAMERAS BLDG ACCESS MGMT 01/01-01/31/26		225.00
EFT	02/26/2026	1902 Accounts Payable	HALEY & ALDRICH, INC	011301798 / 601014525	52,268.78
	Invoice	Date	Description	Check Sort Code	Amount
	9064474	12/09/2025	UPDATE CAPITAL IMPROVEMENT PROGRAM THROUGH 11/28/25		10,083.00
	9064975	12/18/2025	UST REMOVAL AT SVC PRJ 1310 THROUGH 12/12/25		33,444.03
	9064476	01/08/2026	SERVICE CENTER ROOF REPLACEMENT THROUGH 11/28/25		6,848.75
	9064477	12/09/2025	OLD TOWN IMPROVEMENTS PRJ 1258 THROUGH 11/28/25		1,893.00
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 77		\$1,804,180.53
	Checks:	75	\$1,751,686.75		
	EFTs:	2	\$52,493.78		



	PRJCIPA1001/7.26	02/17/2026	NOTICE OF EXEMPTION HANDLING FEE-PRJ10001/10007.FY26		50.00
Check	03/05/2026	16291 Accounts Payable	ALAMEDA COUNTY CLERK		50.00
	Invoice	Date	Description	Check Sort Code	Amount
	PRJ1310	02/24/2026	NOTICE OF EXEMPTION HANDLING FEE-PRJ1310 37440 FILBERT ST		50.00
Check	03/05/2026	16292 Accounts Payable	EAST BAY LAWN MOWER		108.70
	Invoice	Date	Description	Check Sort Code	Amount
	42743	02/26/2026	DISASSEMBLE/REASSEMBLE RETURN SPRING TRIGGER 02/26/26		108.70
Check	03/05/2026	16293 Accounts Payable	EQUIFAX INFORMATION SVCS LLC		50.71
	Invoice	Date	Description	Check Sort Code	Amount
	2070495619	02/07/2026	CREDIT BUREAU REPORT FEES - 2/7/26		50.71
Check	03/05/2026	16294 Accounts Payable	EWING IRRIGATION PRODUCTS INC.		114.69
	Invoice	Date	Description	Check Sort Code	Amount
	29194541	02/24/2026	DURAPTICH AND PLAYBALL-POS		114.69
Check	03/05/2026	16295 Accounts Payable	FAMA TECHNOLOGIES, INC		44.00
	Invoice	Date	Description	Check Sort Code	Amount
	9267	01/31/2026	SOCIAL MEDIA SCREENS 01/31/26		44.00
Check	03/05/2026	16296 Accounts Payable	FRANK BONETTI PLUMBING INC		13,469.96
	Invoice	Date	Description	Check Sort Code	Amount
	53058	01/21/2026	REPLACE STOLEN BACKFLOWS 01/19/26		13,469.96
Check	03/05/2026	16297 Accounts Payable	CHERYL GALVEZ		73.91
	Invoice	Date	Description	Check Sort Code	Amount
	0107-022626EXP	03/02/2026	MILEAGE REIMBURSEMENT 01/07-02/26/26		73.91
Check	03/05/2026	16298 Accounts Payable	GOOD CITY COMPANY		15,795.00
	Invoice	Date	Description	Check Sort Code	Amount
	4582	02/10/2026	GENERAL PLANNING SERVICES - SVCS 01/01 - 01/31/26		15,795.00
Check	03/05/2026	16299 Accounts Payable	WHCI PLUMBING SUPPLY		2,749.19
	Invoice	Date	Description	Check Sort Code	Amount
	S3145675.001	02/11/2026	FEBCO ASSY, UNIONS, ADAPTER, AND ELBOWS		2,749.19
Check	03/05/2026	16300 Accounts Payable	HILLYARD-INC.		2,590.19
	Invoice	Date	Description	Check Sort Code	Amount
	90021481	02/09/2026	JANITORIAL SUPPLIES-TOWELS, TISSUE, LINERS		2,590.19
Check	03/05/2026	16301 Accounts Payable	HORIZON DISTRIBUTORS INC.		3,884.05
	Invoice	Date	Description	Check Sort Code	Amount
	1T258396	02/11/2026	IRRIGATION VALVE, HUNTER AND RISER		3,884.05
Check	03/05/2026	16302 Accounts Payable	IDN WILCO		204.48
	Invoice	Date	Description	Check Sort Code	Amount
	11010648-00	02/05/2026	DOOR BOTTOM & SCHG CAM SARG		93.20
	11000703-00	02/09/2026	CAM LOCK		111.28
Check	03/05/2026	16303 Accounts Payable	INDUSTRIAL PLUMBING SUPPLY, LLC.		828.26
	Invoice	Date	Description	Check Sort Code	Amount

	128634	02/11/2026	ULTIMA FLUSH VALVE BODY		828.26
Check	03/05/2026	16304	Accounts Payable	LYNN PEAVEY COMPANY	432.08
	Invoice	Date	Description	Check Sort Code	Amount
	424543	02/12/2026	EV RED STD		240.90
	424614	02/16/2026	EVIDENCE SUPPLIES		191.18
Check	03/05/2026	16305	Accounts Payable	MIKE YORKS INVESTIGATIONS	1,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	2026-05	02/24/2026	BACKGROUND INVESTIGATIONS 02/19-02/24/26		1,500.00
Check	03/05/2026	16306	Accounts Payable	BIG O TIRES #175	135.00
	Invoice	Date	Description	Check Sort Code	Amount
	005175-183203	02/11/2026	VEH 1002-AFTERMARKET TPMS SENSOR INSTALLATION 02/11/26		135.00
Check	03/05/2026	16307	Accounts Payable	NEWARK ANDOIL	7,209.81
	Invoice	Date	Description	Check Sort Code	Amount
	012026-022126	02/22/2026	VALERO FUEL 01/20/26-02/21/26		7,209.81
Check	03/05/2026	16308	Accounts Payable	O'REILLY AUTO PARTS	56.38
	Invoice	Date	Description	Check Sort Code	Amount
	3464-171046	02/24/2026	HOSE PLIERS AND CLAMP SET		37.63
	3464-170861	02/23/2026	VAC CONNECT		18.75
Check	03/05/2026	16309	Accounts Payable	OWEN EQUIPMENT CO	2,366.54
	Invoice	Date	Description	Check Sort Code	Amount
	00070463	02/13/2026	DIRT SHOE ASSEMBLY		2,366.54
Check	03/05/2026	16310	Accounts Payable	PACIFIC GAS & ELECTRIC	15,860.07
	Invoice	Date	Description	Check Sort Code	Amount
	7786-022026	02/20/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 01/15-02/13/26		15,309.67
	2305-020226	02/02/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/26-01/26/26		162.66
	9045-020426	02/04/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/25-01/26/26		387.74
Check	03/05/2026	16311	Accounts Payable	RUGGERI-JENSEN-AZAR	5,874.00
	Invoice	Date	Description	Check Sort Code	Amount
	97074	09/24/2025	ON-CALL ENGR SERV-6214 THORNTON AVE THROUGH 08/31/25		2,002.50
	97702	12/16/2025	ON-CALL ENGR SRV - MOWRY ENTITLEMENTS 221051-003 11/30/25		2,002.50
	97565	11/17/2025	ON-CALL ENGR SRV - MOWRY ENTITLEMENTS 221051-003 10/26/25		1,335.00
	97316	10/21/2025	ON-CALL ENGR SRV - MOWRY ENTITLEMENTS 221051-003 09/28/25		534.00
Check	03/05/2026	16312	Accounts Payable	SCHOOL SPORT, INC.	18,675.00
	Invoice	Date	Description	Check Sort Code	Amount
	22892	02/13/2026	SILLIMAN SCOREBOARD COMPLETION 02/13/26		18,675.00
Check	03/05/2026	16313	Accounts Payable	SIERRA DISPLAY INC	10,280.41
	Invoice	Date	Description	Check Sort Code	Amount
	28697	11/20/2025	NEWARK WELCOMES AND HOLIDAY BANNERS 11/05/25		10,280.41
Check	03/05/2026	16314	Accounts Payable	SIERRA INSTALLATIONS INC	1,551.00
	Invoice	Date	Description	Check Sort Code	Amount
	2500157	01/25/2026	REMOVE HOLIDAY BANNERS 01/25/26		1,551.00

Check	03/05/2026	16315	Accounts Payable	SITEONE LANDSCAPE SUPPLY, LLC		359.05
	Invoice		Date	Description	Check Sort Code	Amount
	162267553-001		02/03/2026	MOSS ROCK BOULDERS		359.05
Check	03/05/2026	16316	Accounts Payable	SYSCO - SAN FRANCISCO		261.39
	Invoice		Date	Description	Check Sort Code	Amount
	750959867		02/09/2026	CAFE/BDAY PARTY/CAMP FOOD 2/9/26		261.39
Check	03/05/2026	16317	Accounts Payable	TEMPERATURE TECHNOLOGY INC.		4,244.38
	Invoice		Date	Description	Check Sort Code	Amount
	14539		02/11/2026	CITY HALL SERVER ROOM SERVICE 02/05/26		3,175.55
	14534		02/10/2026	SILLIMAN PRV VALVE SERVICE 02/10/26		1,068.83
Check	03/05/2026	16318	Accounts Payable	THE RADAR SHOP INC		1,714.00
	Invoice		Date	Description	Check Sort Code	Amount
	16872		02/10/2026	RADAR RECERTIFICATION 2/10/26		1,714.00
Check	03/05/2026	16319	Accounts Payable	TIREHUB, LLC		2,165.64
	Invoice		Date	Description	Check Sort Code	Amount
	55264169		12/10/2025	TIRES - GY EAGLE ENFORCER AW		1,334.29
	55114870		12/05/2025	TIRES - GY WRL WORKHORSE		297.63
	55377963		12/15/2025	TIRES - GY EAGLE ENFORCER		533.72
Check	03/05/2026	16320	Accounts Payable	WATERPLAY SOLUTIONS CORP.		4,820.00
	Invoice		Date	Description	Check Sort Code	Amount
	INV-88181		07/03/2025	POTABLE BASIC CONTROLLER		4,820.00
Check	03/05/2026	16321	Accounts Payable	WATERPROOFING ASSOCIATES, INC.		3,037.00
	Invoice		Date	Description	Check Sort Code	Amount
	10846		02/27/2026	COMMUNITY CENTER LEAK INSPECTION 01/08/26		1,590.00
	10845		02/27/2026	SILLIMAN LEAK INVESTIGATION 01/08/26		1,447.00
Check	03/05/2026	16322	Accounts Payable	WEST COAST ARBORISTS INC		6,144.00
	Invoice		Date	Description	Check Sort Code	Amount
	240539		02/15/2026	PARK TREE MAINTENANCE 02/01/26-02/15/26		6,144.00
Check	03/05/2026	16323	Accounts Payable	WESTLAKE HARDWARE, INC.		1,353.57
	Invoice		Date	Description	Check Sort Code	Amount
	2975826		02/07/2026	ACE SUPPLIES 01/20-02/03/26		1,353.57
Check	03/05/2026	16324	Accounts Payable	DAILY JOURNAL CORPORATION		250.00
	Invoice		Date	Description	Check Sort Code	Amount
	B4014943		02/24/2026	PUBLISH ORDINANCE NO. 563 02/24/26		62.50
	B4014945		02/25/2026	PUBLISH ORDINANCE NO. 562 02/24/26		48.75
	B4015522		02/24/2026	PC PH NOTICE - U2026-001 - BUTLER AMUSEMENT CARNIVAL 02/24/26		68.75
	B4015529		02/24/2026	PC PH NOTICE - TPM2024-001 & V2025-001 02/24/26		70.00
Check	03/05/2026	16325	Accounts Payable	ZUMAR INDUSTRIES		7,665.22
	Invoice		Date	Description	Check Sort Code	Amount
	55814		02/09/2026	STREET SIGNS		431.74
	55852		02/11/2026	SIGNS		3,950.89

	Invoice	Date	Description	Check Sort Code	Amount
	55853	02/11/2026	SIGNS		3,282.59
Check	03/05/2026	16326	Accounts Payable	DONATE , MARIA G	500.00
	771380	01/26/2026	COMMUNITY CENTER RENTAL DEPOSIT REFUND		500.00
EFT	03/05/2026	1908	Accounts Payable	GOOD CITY COMPANY 322271627 / 925368216	7,062.50
	4583	02/10/2026	OBJECTIVE DESIGN STANDARDS - TASK ORD #2, AMEND #1 - 01/26		7,062.50
EFT	03/05/2026	1909	Accounts Payable	METROPOLITAN PLANNING GROUP 121042882 / 2016189470	3,894.00
	2005522	02/10/2026	STAFFING SVCS - MISSING MIDDLE HOUSING - SVCS THRU 01/31/26		3,894.00
EFT	03/05/2026	1910	Accounts Payable	QUADIENT FINANCE USA, INC. 011900254 / 385015844484	3,012.57
	4857 - FEB 26	02/13/2026	POSTAGE - FEB '26		3,012.57
EFT	03/05/2026	1911	Accounts Payable	REDWOOD PUBLIC LAW, LLP 122105980 / 8595354209	1,665.50
	16728	08/31/2025	ENCROACHMENT EASEMENT AGREEMENT 37057 SAN ANTONIO ST 08/31/25		110.00
	15839	06/30/2025	ENCROACHMENT EASEMENT AGREEMENT 37057 SAN ANTONIO ST 06/30/25		1,555.50
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 49		\$240,801.02
	Checks:	45	\$225,166.45		
	EFTs:	4	\$15,634.57		



## **STAFF REPORT**

Item D. 2.

**DATE** 03/26/2026  
**TO** Honorable Mayor and City Council Members  
**FROM** David Benoun, City Manager  
**SUBJECT** Approval of March 12, 2026, City Council Minutes

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### **Attachments**

March 12, 2026, City Council Minutes



# CITY OF NEWARK

## CITY COUNCIL MEETING

Council Chambers

37101 Newark Boulevard, Newark, CA 94560 | (510) 578-4266 | E-mail: [city.clerk@newarkca.gov](mailto:city.clerk@newarkca.gov)

### **DRAFT MINUTES**

Thursday, March 12, 2026  
7:00 P.M.

#### **A. ROLL CALL**

Mayor Hannon called the meeting to order at 7:02 p.m. Vice Mayor Jorgens, Council Members Grindall, Catancio, and Little were present.

#### **B. PRESENTATIONS**

##### **1. Proclaiming March as American Red Cross Month 2026**

Mayor Hannon presented the commendation to the American Red Cross representative Ian Servin.

##### **2. Commending Branden Uyeda, Senior Lifeguard; Yesenia Sandoval, Senior Customer Service Representative; James "Isaac" Taylor, Lifeguard; and Shawwna McAvoy, Lifeguard**

Mayor Hannon presented the commendation to Senior Lifeguard Branden Uyeda, Senior Customer Service Representative Yesenia Sandoval, Lifeguard James "Isaac" Taylor, and Lifeguard Shawwna McAvoy.

##### **4. Presentation on the Awards the City and City Staff received in 2025**

City Manager Benoun highlighted the City of Newark staff's awards and recognitions over the past year, noting achievements across departments and honors for excellence in leadership, innovation, finance, technology, and public safety. The presentation celebrated staff contributions and aimed to establish an annual tradition of recognizing employee success. The presentation is on file with the City Clerk.

##### **3. Ohlone College Newark Campus Residential Projects Overview**

City Manager Benoun provided introductory remarks and project background.

City Attorney Kris Kokotaylo provided an overview of the application process and advised the Council to receive the information and refrain from making any decisions until the scheduled public hearing presentation.

President Charles Sasaki and Vice President Rena Finch from Ohlone College, along with Todd Chambers from Lewis Group of Companies, gave the presentation. The presentation is on file with the City Clerk.

No one from the audience requested to speak.

Councilmembers asked clarifying questions and engaged in discussion regarding the Student Housing Project and market-rate housing.

### **C. PUBLIC COMMENT**

No one from the audience requested to speak.

### **D. CONSENT CALENDAR**

No one from the audience requested to speak.

Council Member Catancio moved, Vice Mayor Jorgens seconded, to approve Consent Calendar items D.1 to D.8, that the resolutions 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 the February 26, 2026, City Council Minutes for the Closed Session, Special Meeting, and Regular Meeting
3. Adopt a resolution rejecting all bids for CIP Project No. 1289, Air Handler II at Silliman Aquatic Center  
Resolution No. 11820
4. Adopt of a resolution authorizing the City Manager to execute a three-year renewal of the Esri Small Government Enterprise Agreement (SGEA) and approving a budget amendment for Fiscal Year 2025–26  
Resolution No. 11821
5. Adopt a resolution authorizing the City Manager to approve a purchase order with GovConnection, Inc. in an amount not to exceed \$470,000 and amend the 2024-2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025-26 and FY 2026-27 to fund the purchase of replacement computers  
Resolution No. 11822
6. Adopt a resolution approving plans and specifications; and award a construction contract to Adams Pool Solutions to replaster the Lazy River Pool at the Silliman Aquatics Center in the amount of \$209,245 with an additional 25% construction contingency  
Resolution No. 11823
7. Adopt a resolution authorizing acceptance of the 2025-2026 First 5 Alameda County Measure C Early Care & Education Emergency Grant and amending the 2024-2026 Biennial Budget  
Resolution No. 11824

8. Adopt a Resolution authorizing the City Manager to execute a second amendment the Contractual Services Agreement with 4Leaf, Inc. for additional Building Inspection Division plan review, field inspection, and miscellaneous support services and amending the 2024-2026 Biennial Budget and Capital Improvement Plan  
Resolution No. 11825

#### **E. PUBLIC HEARINGS**

None.

#### **F. OTHER BUSINESS**

None.

#### **G. CITY MANAGER UPDATES**

City Manager Benoun announced:

1. Newark Gardens waitlist is open for individuals aged 62 years or older, as well as those aged 18 or older with a disability, from February 25 to March 18, 2026. Applications can be submitted between 9:00 a.m. and 5:00 p.m. at [sahahomes.org/apply](http://sahahomes.org/apply). Newark Gardens is located at 35300 Cedar Boulevard.
2. NMS PTSA & NMS Athletics Fundraiser supporting after-school sports, the Color Run, and Pancake Brunch is Saturday, March 21, 2026, from 9:00 a.m. to 12:00 p.m. at Newark Middle School, 6201 Lafayette Avenue.
3. Summer Recreation Positions Hiring Fair on Thursday, March 19, from 4:00 p.m. to 6:00 p.m. at Silliman Activity Center, 6800 Mowery Avenue, offering \$18 per hour.
4. Budget & CIP Work Session is scheduled for Thursday, March 26, 2026.

#### **H. CITY COUNCIL MATTERS**

1. Adopt a resolution approving the reappointment of Rick Arellano, Sandra Arellano, and Olga Borjon to the Senior Advisory Committee for a two-year term  
Resolution No. 11826

Council Members asked clarifying questions.

Vice Mayor Jorge moved, Council Member Catancio seconded, to reappoint Rick Arellano, Sandra Arellano, and Olga Borjon to the Senior Advisory Committee for a two-year term. The motion passed, 5 AYES.

2. Adopt a resolution approving reappointment of Daniel Cardenas, Vinod Kumar, and Michael Marzano to the Measure GG/LL Oversight Committee for a four-year term  
Resolution No. 11827

Council Members asked clarifying questions.

Council Member Little moved, Council Member Catancio seconded, to reappoint Daniel Cardenas, Vinod Kumar, and Michael Marzano to the Measure GG/LL Oversight Committee for a four-year term. The motion passed, 5 AYES.

3. Update on the Public Art Committee Selection Process and Discussion on Increasing the Number of Committee Members

The Mayor proposed expanding the committee from five members—with one Newark high school student and two alternates—to ten members, including one non-voting Newark high school student for a one-year term, and no alternates. Meeting logistics and voting procedures were discussed and deemed feasible.

No members of the public requested to speak.

The Council agreed on the proposed structure, and ordinance amendments will be brought back for formal approval in April.

Council Member Catancio reported that the first annual Lunar New Year celebration drew approximately 1,200 attendees and thanked partners and colleagues for their support. She also noted participation in several community events and upcoming activities.

Vice Mayor Jorgens shared historical context about Newark's first school, built in 1866 by local farmers and ranchers who raised \$750. Located at Cedar and Newark Boulevard, the original Lincoln School served as both a school and community meeting place until 1945. While the building was preserved into the 1980s, it was later lost due to site consolidation, though some artifacts remain with the school district.

Council Member Little reported that the Yo-Yo Day event was highly successful and well attended, with participants of all ages enjoying interactive demonstrations and activities and noted interest in future youth programming.

Council Member Grindall commended Council Member Catancio for the well-organized Lunar New Year event and acknowledged Dr. Wahab's contribution. He announced a town hall meeting on March 23 at 6:30 p.m. at the library, inviting residents to attend and engage. He also highlighted the upcoming Family Day at the Park, noting the Optimist Club's sponsorship of the egg hunt as a longstanding tradition and the Newark Educational Foundation's sponsorship of the Spring Showcase, which highlights student achievements.

Mayor Hannon announced upcoming activities, including an egg coloring contest and State of the City Address on April 18, encouraged community participation.

**I. CLOSED SESSION**

None.

**J. ADJOURNMENT**

Mayor Hannon adjourned the meeting at 8:53 p.m.

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Neetu Salwan, City Clerk



## STAFF REPORT

Item D. 3.

**DATE** 03/26/2026  
**TO** Honorable Mayor and City Council Members  
**FROM** Michelle Villanueva, Senior Accountant  
**SUBJECT** Adopt a resolution designating, by title, the City Manager, Assistant City Manager, and Finance Director as Authorized Agents and authorizing the California Governor's Office of Emergency Services (Cal OES) Form 130 - Designation of Applicant's Agent Resolution for Non-State Agencies

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### SUMMARY AND RECOMMENDATION

Staff recommends that the City Council adopt a resolution designating, by title, the City Manager, Assistant City Manager, and Finance Director as Authorized Agents for the City of Newark and approving the California Governor's Office of Emergency Services (Cal OES) Form 130. This action is required to maintain the City's eligibility to apply for and receive State and Federal disaster assistance funding.

### BACKGROUND

California experienced severe winter storms which occurred from December 27, 2022 to January 31, 2023 and again from February 21, 2023 to July 10, 2023 in which Alameda County and cities within the County became eligible for Public Assistance (PA) under the disaster declarations FEMA-4683-DR-CA and FEMA-4699-DR-CA.

The City was eligible to receive assistance for damages from both disasters which occurred on a citywide basis. Assistance funds are passed through Federal Emergency Management Agency (FEMA) to California Governor's Office of Emergency Services (Cal OES), then to the City through the Disaster Grant Program.

Cal OES requires that specified City Officials be designated as Authorized Agents to act on the City's behalf to engage with FEMA and the Governor's Office of Emergency Services regarding grants applied for by the City of Newark. A Designation of Applicant's Agent Resolution for Non-State Agencies (Cal OES Form 130) is required for the City to be eligible to receive State and/or Federal funding. A resolution older than three years is invalid. The last Designation of Applicant's Agent was previously authorized on April 27, 2023, by Resolution 11498.

### DISCUSSION/ANALYSIS

Staff has completed the Cal OES Form 130 - Designation of Applicant's Agent Resolution for Non-State Agencies to designate, by title, the City Manager, Assistant City Manager, and Finance Director as Authorized Agents. Designation by title allows the document to remain valid for three years if an Authorized Agent leaves the position and is replaced by another individual in the same title. It is considered best practice to have a current Designation of Applicant's Agent Resolution on file with Cal OES in order to prevent any delays when requesting assistance. This is a universal resolution and is effective for all open and future disasters up to three (3) years following the Council's date of approval. Federal disaster assistance funding is administered through the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES). To access these funds, Cal OES requires a current Designation of Applicant's Agent Resolution (Form 130) identifying authorized City representatives.

The proposed resolution designates the City Manager, Assistant City Manager, and Finance Director, by title, as Authorized Agents. Designation by title ensures continuity of authority and allows the resolution to remain valid for three years, even if personnel changes occur.

Maintaining a current designation is a best practice and ensures the City can respond promptly to disaster events without administrative delays in securing reimbursement funding.

### **FISCAL IMPACT**

There is no direct fiscal impact associated with this action. However, maintaining an active designation is required for the City to access and receive reimbursement for eligible disaster-related costs through FEMA and Cal OES. Failure to maintain this authorization could delay or limit the City's ability to recover costs associated with future emergency events.

### **STRATEGIC PRIORITY AREA**

Foster a Safe and Healthy Community  
Boost Financial Resilience and Excellence in Service Delivery

### **REVIEW AND APPROVAL**

Prepared by - Michelle Villanueva, Senior Accountant  
Reviewed by - Gloria del Rosario, Deputy Finance Director  
Reviewed by - Krysten Lee, Finance Director  
Reviewed by - Kristopher J. Kokotaylo, City Attorney  
Approved by - David J. Benoun, City Manager

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### **Attachments**

Cal OES Resolution  
Cal OES 130 - Designation of Applicant's Agent Resolution for Non-State Agencies

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK  
DESIGNATING, BY TITLE, THE CITY MANAGER, ASSISTANT  
CITY MANAGER, AND FINANCE DIRECTOR AS AUTHORIZED  
AGENTS AND AUTHORIZES THE CALIFORNIA GOVERNOR'S  
OFFICE OF EMERGENCY SERVICES (CAL OES) FORM 130 -  
DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-  
STATE AGENCIES

WHEREAS, the City of Newark previously applied for and received Federal Emergency Management (FEMA) and California Governor's Office of Emergency Services (CALOES) reimbursement for costs incurred for emergency response services and for damages due to the severe winter storms from December 27, 2022 through January 31, 2023 and again from February 21, 2023 through July 10, 2023; and

WHEREAS, California Governor's Office of Emergency Services (Cal OES) requires that specified City Officials be designated as Authorized Agents to act on the City's behalf to engage with the Federal Emergency Management Agency (FEMA) and the Governor's Office of Emergency Services regarding grants applied for by the City of Newark; and

WHEREAS, Staff has completed the Cal OES Form 130 - Designation of Applicant's Agent Resolution for Non-State Agencies to designate, by title, the City Manager, Assistant City Manager, and Finance Director as Authorized Agents; and

WHEREAS, Designation by title allows the document to remain valid for three years if an Authorized Agent leaves the position and is replaced by another individual in the same title; and

WHEREAS, This is a universal resolution and is effective for all open and future disasters up to three (3) years following the Council's date of approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark, that the City Council designates, by title, the City Manager, Assistant City Manager, and Finance Director as Authorized Agents and authorizes the California Governor's Office of Emergency Services (Cal OES) Form 130 - Designation of Applicant's Agent Resolution for Non-State Agencies.

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION  
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE \_\_\_\_\_ OF THE \_\_\_\_\_  
(Governing Body) (Name of Applicant)

THAT \_\_\_\_\_, OR  
(Title of Authorized Agent)

\_\_\_\_\_, OR  
(Title of Authorized Agent)

\_\_\_\_\_  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the \_\_\_\_\_, a public entity  
(Name of Applicant)  
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the \_\_\_\_\_, a public entity established under the laws of the State of California,  
(Name of Applicant)  
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) \_\_\_\_\_

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, \_\_\_\_\_, duly appointed and \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, do hereby certify that the above is a true and correct copy of a  
(Name of Applicant)

Resolution passed and approved by the \_\_\_\_\_ of the \_\_\_\_\_  
(Governing Body) (Name of Applicant)

on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**Cal OES Form 130 Instructions**

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

**Resolution Section:**

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.  
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

**Governing Body Representative:** These are the names and titles of the approving Board Members.  
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

**Certification Section:**

**Name and Title:** This is the individual that was in attendance and recorded the Resolution creation and approval.  
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")



## **STAFF REPORT**

Item D. 4.

**DATE** 03/26/2026  
**TO** Honorable Mayor and City Council Members  
**FROM** Ryan Nishimoto, ACFD Deputy Chief  
**SUBJECT** Adopt a resolution acknowledging receipt of a report made by the Fire Chief of the Alameda County Fire Department regarding the inspection of certain occupancies required to perform annual inspections in such occupancies pursuant to sections 13146.2 And 13146.3 of the California Health and Safety Code

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### **SUMMARY AND RECOMMENDATION**

Staff recommends that the City Council, by resolution, expressly acknowledge the measure of compliance of the Alameda County Fire Department with Health and Safety Code Section 13146.2 and 13146.3 in the area encompassed by the City of Newark for Fiscal Year 2024-2025.

### **BACKGROUND**

This informational report states the Alameda County Fire Department's compliance with the annual inspection requirements set forth in California Health and Safety Code Section 13146.2 and 13146.3. These sections require that every city fire department annually report to its administering authority, reporting the level of compliance on certain reports.

The annual report of these inspections includes every building within the City of Newark used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards. These occupancies fall under Groups E (Educational) and R (Residential R1 and R2) in the resolution. The Alameda County Fire Department personnel completed 31 inspections of educational Group E occupancies and 176 residential Group R occupancies during fiscal year 2024/2025. This represents a 100% compliance rate for Group E and 93% for Group R. A list of the inspections including dates is attached.

## **DISCUSSION/ANALYSIS**

Alameda County Fire Department's compliance with the annual inspection requirements was 94% completed for fiscal year 2024/2025. The remaining 13 properties that were not inspected during the last fiscal year were inspected after July 2025.

## **FISCAL IMPACT**

None. This report is for informational purposes only.

## **STRATEGIC PRIORITY AREA**

Foster a Safe and Healthy Community  
Further Economic Vitality and Housing for All

## **REVIEW AND APPROVAL**

Prepared by - Ryan Nishimoto, ACFD Deputy Chief  
Reviewed by - Krysten Lee, Finance Director  
Reviewed by - Kristopher J. Kokotaylo, City Attorney  
Approved by - David J. Benoun, City Manager

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### **Attachments**

SB 1205 Resolution  
SB1205 FY24-25

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK, CALIFORNIA ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE ALAMEDA COUNTY FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRED TO PERFORM ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE.

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018 and became effective on September 27, 2018; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the Alameda County Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Alameda County Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the City Council of the City of Newark intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgement of the Alameda County Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby expressly acknowledges the measure of compliance of the Alameda County Fire Department with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Newark, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES

Educational Group E occupancies are generally those public and private schools used by more than six persons at any one time for education purposes through the 12<sup>th</sup> grade. Within the City of Newark, at the time the inspections were assigned there lied 31 known E occupancies, buildings structures, and/or facilities.

During fiscal year 2024/2025, the Alameda County Fire Department completed the annual inspections of 31 Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, and apartments (three units or more). Within the City of Newark, at the time the inspections were assigned there lied 189 known R-1 and R-2 (and their sub-categories) occupancies of this nature.

During fiscal year 2024/2025, the Alameda County Fire Department completed the annual inspection of 176 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 93% for this reporting period. It should be noted that the remaining 13 properties have subsequently been inspected. Those properties are listed on the report with an \*.

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Occupant	Street Number	Street Name	Street Type	Inspection Date
R2	36845	Ash	Street	11/30/2024
R2	36863	Ash	Street	9/15/2024
R2	36883	Ash	Street	11/30/2024
R2	37186	Ash	Street	11/30/2024
R2	37212	Ash	Street	11/30/2024
R2	37230	Ash	Street	11/30/2024
R2	37240	Ash	Street	11/30/2024
R2	37257	Ash	Street	8/2/2024
R2	37278	Ash	Street	11/30/2024
R2	37279-83 A-D	Ash	Street	11/30/2024
R2	6309	Baine	Avenue	11/30/2024
R2	6327	Baine	Avenue	11/30/2024
R2	6345	Baine	Avenue	11/30/2024
R2	6361	Baine	Avenue	11/30/2024
R2	6377	Baine	Avenue	11/30/2024
R2	6393	Baine	Avenue	11/30/2024
R2	6401	Baine	Avenue	11/30/2024
R2	6411	Baine	Avenue	11/30/2024
R2	6437	Baine	Avenue	11/30/2024
R2	6453	Baine	Avenue	11/30/2024
Doubletree by Hilton (Newark/Fremont)	39900	Balentine	Drive	5/1/2025
R2	35731	Bettencourt	Street	6/14/2025
R2	35750	Bettencourt	Street	5/16/2025
Lincoln Elementary School	36111	Bettencourt	Street	3/13/2025
Lincoln Childcare	36111	Bettencourt	Street	3/13/2025
Little Flowers Montessorri	37815	Birch	Street	4/10/2025
Birch Grove Intermediate (3rd-5th)	37490	Bitch	Street	4/3/2025
Birch Grove Childcare	37490	Bitch	Street	4/3/2025
Birch Grove EBAC	37490	Bitch	Street	4/3/2025
Kennedy Elementary School	35430	Blackburn	Drive	3/13/2025
Kennedy Childcare	35430	Blackburn	Drive	3/13/2025
R2	6200	Buena Vista	Drive	8/7/2024
E-Z 8 in Newark	5555	Cedar	Court	12/30/2024
R2	6054	Cedar	Boulevard	9/5/2024
R2	6168	Cedar	Boulevard	11/22/2024
Newark Community Center Preschool	35501	Cedar	Boulevard	4/10/2025
Montessori School of Newark	35660	Cedar	Avenue	4/8/2025
Bridgepoint High School	35753	Cedar	Boulevard	4/4/2025
Newark Adult School	35777	Cedar	Boulevard	4/4/2025
R2	37177	Cedar	Boulevard	11/30/2024
R2	37203	Cedar	Boulevard	8/2/2024
R2	37221	Cedar	Boulevard	11/30/2024
R2	37235	Cedar	Boulevard	5/16/2025
Kings Kids Preschool	38325	Cedar	Boulevard	4/10/2025
Chase (Newark) Suites	39150	Cedar	Boulevard	5/1/2025

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Occupant	Street Number	Street Name	Street Type	Inspection Date
Homewood Suites	39270	Cedar	Boulevard	5/1/2025
Newark Memorial High School	39375	Cedar	Boulevard	4/9/2025
Challenger Pre-School	39600	Cedar	Avenue	4/8/2025
Young Champions (A & B)	39766	Cedar	Boulevard	4/10/2025
R2	39821-39887	Cedar	Avenue	12/2/2024
Coyote Hills Elementary	36270	Cherry	Street	1/2/2025
Coyote Hills Kidango	36270	Cherry	Street	1/2/2025
Coyote Hills EBAC	36270	Cherry	Street	1/2/2025
R2	36705	Cherry	Street	8/19/2025*
R2	36873	Cherry	Street	8/19/2025*
New Horizons	37053	Cherry	Street	4/5/2025
R2	37075	Cherry	Street	11/30/2024
R2	37248	Cherry	Street	8/19/2025*
R2	37266	Cherry	Street	8/19/2025*
R2	37288	Cherry	Street	8/7/2024
R2	37387	Cherry	Street	8/7/2024
R2	37393	Cherry	Street	12/2/2024
R2	37401	Cherry	Street	2/22/2025
R2	37409	Cherry	Street	12/2/2024
R2	37451	Cherry	Street	3/10/2025
R2	37453	Cherry	Street	2/22/2025
R2	37461	Cherry	Street	7/12/2025*
R2	37475	Cherry	Street	2/10/2025
Stellar Academy For Dyslexics	39399	Cherry	Street	4/4/2025
R2	36802-36976	Cherry	Street	11/30/2024
R2	6544	Clark	Avenue	3/10/2025
R2	6564	Clark	Avenue	3/2/2025
Newark Residence Inn	35466	Dumbarton	Court	4/8/2025
Challenger Elementary/Middle School	35487	Dumbarton	Avenue	4/8/2025
R2	36864	Elm	Street	5/16/2025
R2	36871	Elm	Street	3/2/2025
R2	36967	Elm	Street	2/10/2025
R2	37024	Elm	Street	3/2/2025
R2	37087	Elm	Street	3/10/2025
R2	37093	Elm	Street	3/2/2025
R2	37122	Elm	Street	3/10/2025
R2	37127	Elm	Street	3/10/2025
R2	37144	Elm	Street	3/2/2025
R2	37149	Elm	Street	6/7/2025
R2	37166	Elm	Street	6/14/2025
R2	37183	Elm	Street	6/7/2025
R2	37188	Elm	Street	6/7/2025
R2	37202	Elm	Street	6/7/2025
R2	37217	Elm	Street	6/7/2025
R2	37331	Elm	Street	6/14/2025

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Occupant	Street Number	Street Name	Street Type	Inspection Date
R2	37332	Elm	Street	6/7/2025
R2	37344	Elm	Street	6/7/2025
R2	37362	Elm	Street	6/7/2025
R2	37367	Elm	Street	6/7/2025
Diversity Childrens Center	37371	Filbert	Street	4/10/2025
Aloft Silicon Valley	8200	Gateway	Boulevard	4/8/2025
R2	6537	Graham	Avenue	9/15/2024
R2	6561	Graham	Avenue	5/17/2025
R2	6585	Graham	Avenue	6/14/2025
R2	6623	Graham	Avenue	8/2/2024
R2	6671	Graham	Avenue	9/15/2024
R2	6737	Graham	Avenue	8/2/2024
R2	6749	Graham	Avenue	3/10/2025
R2	6761	Graham	Avenue	6/7/2025
R2	6773	Graham	Avenue	12/2/2024
R2	35621	Haley	Street	8/2/2024
Little Flowers Learning Center/ Montessori	5801	Jarvis	Avenue	4/4/2025
Newark Junior High School	6201	Lafayette	Avenue	4/4/2025
R2	36959	Locust	Street	9/15/2024
R2	37022	Locust	Street	9/15/2024
R2	37029	Locust	Street	9/15/2024
R2	37030	Locust	Street	9/15/2024
R2	37038	Locust	Street	9/15/2024
R2	37054	Locust	Street	9/15/2024
R2	37073	Locust	Street	9/15/2024
R2	37111	Locust	Street	9/15/2024
R2	37125	Locust	Street	7/15/2024
R2	37157	Locust	Street	12/2/2024
R2	37339	Locust	Street	12/2/2024
R2	37352	Locust	Street	8/19/2025*
R2	37376	Locust	Street	12/2/2024
R2	37007	Magnolia	Street	8/19/2025*
R2	37054	Magnolia	Street	12/2/2024
R2	37088	Magnolia	Street	8/19/2025*
R2	37220	Magnolia	Street	11/30/2024
R2	37232	Magnolia	Street	8/19/2025*
R2	37015-91	Magnolia	Street	9/15/2024
Comfort Inn & Suites	5977	Mowry	Avenue	3/13/2025
R2	36834	Mulberry	Street	2/10/2025
R2	36920	Mulberry	Street	3/2/2025
R2	36976	Mulberry	Street	3/10/2025
R2	37039	Mulberry	Street	3/2/2025
R2	37040	Mulberry	Street	3/2/2025
R2	37055	Mulberry	Street	9/15/2024
R2	37086	Mulberry	Street	6/14/2025

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Occupant	Street Number	Street Name	Street Type	Inspection Date
R2	36874-78	Mulberry	Street	2/10/2025
Courtyard Newark Silicon Valley	34905	Newark	Boulevard	12/27/2024
R2	35457	Newark	Boulevard	1/29/2025
R2	35481	Newark	Boulevard	7/2/2024
R2	35493	Newark	Boulevard	9/15/2024
R2	35511	Newark	Boulevard	11/27/2024
R2	35533	Newark	Boulevard	11/29/2024
R2	35559	Newark	Boulevard	9/15/2024
R2	35571	Newark	Boulevard	2/2/2025
R2	35607	Newark	Boulevard	2/11/2025
R2	35635	Newark	Boulevard	4/16/2025
R2	35657	Newark	Boulevard	11/22/2024
R2	35679	Newark	Boulevard	1/29/2025
R2	36880	Newark	Boulevard	5/16/2025
Safari Kids	5700	Newpark Mall	Road	4/8/2025
Staybridge Suites	6000	Newpark Mall	Road	5/1/2025
Springhill Suites	6098	Newpark Mall	Road	12/27/2024
R2	37124	Oak	Street	7/15/2024
R2	37150	Oak	Street	7/15/2024
R2	37168	Oak	Street	7/15/2024
R2	37184	Oak	Street	7/15/2024
R2	37208	Oak	Street	7/15/2024
R2	37236	Oak	Street	7/15/2024
R2	37242	Oak	Street	7/15/2024
R2	37250	Oak	Street	12/2/2024
R2	37273	Oak	Street	12/2/2024
R2	37342	Oak	Street	12/2/2024
R2	37359	Oak	Street	12/2/2024
R2	37366	Oak	Street	12/2/2024
R2	36839	Olive	Street	3/2/2025
R2	36927	Olive	Street	3/2/2025
R2	36954	Olive	Street	3/2/2025
R2	37173	Olive	Street	12/2/2024
R2	37191	Olive	Street	6/7/2025
R2	37221	Olive	Street	3/2/2025
R2	37069-73	Olive	Street	3/2/2025
R2	5307-5317	Port Sailwood	Drive	6/5/2024
Birch Grove Primary (TK-2nd)	6071	Smith	Avenue	3/12/2025
Schilling Elementary School	36901	Spruce	Street	4/3/2025
Schilling Kidango	36901	Spruce	Street	4/3/2025
R2	37034	Spruce	Street	12/2/2024
R2	37082	Spruce	Street	12/2/2024
R2	37088	Spruce	Street	6/14/2025
R2	37120	Spruce	Street	6/14/2025
R2	37148	Spruce	Street	6/7/2025

Newark SB1205 FY 24-25

Occupant	Street Number	Street Name	Street Type	Inspection Date
R2	37188	Spruce	Street	6/14/2025
R2	5318	St Mark	Avenue	8/8/2025*
R2	5366	St Mark	Avenue	8/8/2025*
R2	5424	St Mark	Avenue	8/8/2025*
R2	5464	St Mark	Avenue	8/8/2025*
R2	36777	Sycamore	Street	11/30/2024
R2	36835	Sycamore	Street	3/10/2025
R2	36843	Sycamore	Street	2/10/2025
R2	36851	Sycamore	Street	2/10/2025
R2	36857	Sycamore	Street	2/10/2025
R2	36867	Sycamore	Street	2/10/2025
R2	36875	Sycamore	Street	3/10/2025
R2	37171	Sycamore	Street	2/2/2025
St Edwards Catholic School	5788	Thornton	Avenue	4/8/2025
R2	7881	Thornton	Avenue	2/10/2025
R2	36968	Walnut	Street	2/10/2025
R2	37012	Walnut	Street	3/10/2025
R2	37024	Walnut	Street	3/10/2025
R2	37027	Walnut	Street	2/10/2025
R2	37036	Walnut	Street	3/10/2025
R2	37043	Walnut	Street	3/10/2025
R2	37046	Walnut	Street	3/10/2025
R2	37051	Walnut	Street	5/16/2025
R2	37054	Walnut	Street	2/10/2025
R2	37059	Walnut	Street	5/17/2025
R2	37080	Walnut	Street	5/16/2025
R2	37085	Walnut	Street	5/16/2025
R2	37151	Walnut	Street	5/16/2025
R2	37152	Walnut	Street	2/10/2025
R2	37157	Walnut	Street	5/16/2025
R2	37160	Walnut	Street	6/14/2025
R2	37187	Walnut	Street	8/2/2024
R2	37196	Walnut	Street	6/14/2025
R2	37228	Walnut	Street	4/21/2025
R2	37243	Walnut	Street	6/14/2025
R2	37244	Walnut	Street	5/16/2025
R2	37355	Walnut	Street	6/14/2025
R2	7629	Wells	Avenue	11/30/2024
R2	7881	Wells	Avenue	11/30/2024
R2	7475-91	Wells	Avenue	2/10/2025



**STAFF REPORT**  
Item D. 5.

**DATE** 03/26/2026  
**TO** Honorable Mayor and City Council Members  
**FROM** Krysten Lee, Finance Director  
**SUBJECT** Mid-Year Budget Review and Adoption of a Resolution Amending the 2024–2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025-26

**SUMMARY AND RECOMMENDATION**

As part of the City’s mid-year budget review, staff evaluates financial trends, operational adjustments, and emerging fiscal needs. This report analyzes the unaudited General Fund based on second-quarter actuals (July 1–December 31, 2025) and compares projected year-end results to the Amended Budget and prior fiscal year.

The following table shows the City’s General Fund revenues, expenditures, and overall results for FY 2024-25 actuals and the FY 2025-26 projections:

Revenue Sources	FY 2025 Actual	FY 2026 Amended Budget	FY 2026 Projection
PROPERTY TAX	34.02	34.90	34.82
SALES TAX	17.78	16.39	16.06
MEASURE GG	11.29	7.62	7.95
TRANSIENT OCCUPANCY TAX	6.26	5.40	7.18
UTILITY USERS TAX	4.82	4.55	4.66
OTHER TAXES	2.28	2.03	2.29
LICENSES, PERMITS & FEES	13.92	12.76	13.35
OTHER REVENUES	5.59	3.84	4.95
<b>TOTAL REVENUES</b>	<b>95.96</b>	<b>87.50</b>	<b>91.26</b>
Expenditures by Category	FY 2025 Actual	FY 2026 Amended Budget	FY 2026 Projection
PERSONNEL	40.89	44.70	45.77
NON-PERSONNEL EXPENDITURES	19.95	24.79	20.96
ACFD FIRE SERVICES	13.48	13.76	14.72
CIVIC CENTER DEBT PAYMENTS	4.80	4.82	4.82
<b>TOTAL EXPENDITURES</b>	<b>79.12</b>	<b>88.07</b>	<b>86.27</b>
<b>NET OPERATING RESULTS BEFORE TRANSFERS</b>	<b>16.84</b>	<b>(0.57)</b>	<b>4.99</b>
Transfers In - ARPA reimbursement	0.99	-	-
Transfer In - Capital Improvement Fund	7.00	-	-
Transfer In - Other	0.41	-	-
Transfer Out - Pension/OPEB Reserve fund	(2.57)	-	-
Transfer Out - Fiscal Uncertainty/Emergency Reserve	(1.49)	-	-
Transfer Out - Maintenance Reserve	(8.00)	-	-
Transfer Out - Capital Improvement Fund	(0.39)	-	-
Excess Measure GG (Assigned)	(6.49)	(2.80)	(3.13)
TOT 4% Designated for new debt funding	(1.02)	-	(2.05)
<b>NET OPERATING RESULTS AFTER TRANSFERS</b>	<b>5.28</b>	<b>(3.37)</b>	<b>(0.19)</b>

**Key Revenue Adjustments:**

- \$1,783,000 – Increase in Transient Occupancy Tax (TOT) revenue reflecting the voter-approved rate increase from 10% to 14%
- \$1,000,000 – Increase in investment earnings due to higher-than-anticipated cash balances which generate greater earnings

**Key Expenditure Adjustments:**

- \$464,000 increase in pension costs (CalPERS UAL and normal cost)
- \$105,000 increase to Alameda County Fire services contract
- \$211,000 add debt service (principal and interest) for the Energy Efficiency Loan (for Solar Panels)
- \$225,000 increase in bank and credit card fees due to higher transaction volumes
- \$175,000 add appropriation to reflect budget true-up for previously approved Management Analyst position
- \$80,000 increase in utilities expense

**Measure B / Transportation Funds:**

- \$394,000 increase in Fund 281 (Local Streets & Roads) for contractual services
- \$182,000 increase in Fund 282 (Bike and Pedestrian) for contractual services
- \$232,000 increase in Fund 283 (Paratransit) for contractual services

**Capital and Other Funds:**

- \$1,500,000 increase in Fund 284 (Measure BB) for reappropriation of CIPA10006.FY2025 (Street Slurry Seal Program)
- \$254,004 increase in Fund 610 (Capital Improvement Fund) per approved budget amendment
- \$450,000 increase in Fund 622 (Traffic Impact Fees) to support eligible capital project expenditures (subject to confirmation of prior authorization)

Other minor amendments and associated details are in the attachment, Exhibit A.

Staff recommends that the City Council adopt a Resolution amending the 2024–2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025-26 to incorporate the proposed adjustments detailed in Exhibit A.

**BACKGROUND**

The City Council adopted the 2024–2026 Biennial Budget and Capital Improvement Plan on June 27, 2024 (Resolution No. 11665). Budget amendments are made as needed throughout the fiscal year.

The mid-year review updates the City's financial position based on:

1. Audited FY 2024–25 financial statements (presented January 22, 2025)
2. Unaudited financial data through second quarter FY 2025–26
3. Updated year-end projections based on current economic conditions

**DISCUSSION/ANALYSIS**

FY 2025-26 is the second year of the City's biennial budget cycle. As part of the mid-year review process, a number of amendments are proposed to align budgeted revenues and expenditures with the latest financial data and economic trends. These amendments reflect changes identified since adoption of the Biennial Budget in June 2024.

**Economic Indicators**

Inflation continues to moderate, with the U.S. rate at 2.4% for the 12-month period ending January 2026, down from 2.7% in prior months. Price pressures have eased across key categories, with underlying inflation at its lowest level in nearly four years. Recent relief has been driven largely by declining energy costs, while shelter-related inflation continues to gradually moderate.

The Consumer Price Index (CPI) reflects slower growth across most categories. Food prices increased 2.9% over the past year (down from 3.1%), with grocery prices rising 2.1% and dining costs 4.5%. While energy prices declined, with gasoline down 3.2% in January and the broader energy index decreasing 1.5% for the month, gasoline costs have recently increased in the wake of political tensions.

The U.S. economy grew at an annualized rate of 2.2% in 2025, compared to 2.8% in 2024, supported by consumer spending and business investment. Growth was partially offset by a temporary federal government shutdown and reduced exports. While economic activity slowed in late 2025, the outlook for 2026 remains uncertain, with expectations of moderate growth.

Locally, Newark continues to demonstrate strong economic fundamentals. According to the most recent U.S. Census Bureau data, the City’s median household income is approximately \$164,909, exceeding both Alameda County (\$137,697) and national levels.

Unemployment remains relatively stable, with rates of approximately 4.1% nationally, 4.4% statewide, and 4.1% regionally as of late 2025.

Housing values remain elevated, with Newark’s median home price at approximately \$1.21 million in 2025. While prices declined modestly from the prior year, values remain significantly above pre-pandemic levels and continue to exceed both Alameda County and statewide averages.

**General Fund: Operating Revenues**

The FY 2025-26 mid-year report includes projections for all General Fund revenue sources. Overall, projected General Fund revenues for FY 2025-26 total \$91.3 million, reflecting a 4.3% increase over the Amended Budget and 4.9% decrease over FY 2024-25 which will be explained further below.

The following table provides FY 2025-26 year-end revenue comparisons with the FY 2025-26 Amended Budget and FY 2024-25 Actuals.

Revenue Sources	FY 2025 Actual	FY 2026 Amended Budget	FY 2026 Projection
PROPERTY TAX	34.02	34.90	34.82
SALES TAX	17.78	16.39	16.06
MEASURE GG	11.29	7.62	7.95
TRANSIENT OCCUPANCY TAX	6.26	5.40	7.18
UTILITY USERS TAX	4.82	4.55	4.66
OTHER TAXES	2.28	2.03	2.29
LICENSES, PERMITS & FEES	13.92	12.76	13.35
OTHER REVENUES	5.59	3.84	4.95
<b>TOTAL REVENUES</b>	<b>95.96</b>	<b>87.50</b>	<b>91.26</b>

**Property Taxes**

Property tax, the General Fund's largest revenue source, is projected to be \$34.8 million, reflecting a 2.4% growth (\$0.8 million) over the prior year but slightly below the amended budget. Growth is attributed to higher assessed values and new development.

Property tax revenue is generally the most stable source of revenue due to a combination of higher assessed valuations on properties due to ownership changes and annual inflation adjustments allowed under Proposition 13. Under Proposition 13, the annual real estate tax on a parcel of property is limited to 1% of its assessed value. This assessed value may be increased only by a maximum of 2% per year until the property has a change of ownership. Increases in assessed values are often related to changes in ownership and new development.

According to the Alameda County Assessor, Newark’s FY 2024-25 assessed valuation increased by

5.65% over the prior year, exceeding the countywide growth of 5%. Property tax revenues typically lag transactions by 12-19 months, with major distributions received in December, March, and April.

### **Sales Tax**

Sales tax, accounting for the General Fund's second-largest revenue source, is projected to be \$24 million (Bradley-Burns State Sales Tax is \$16.1 million and Measure GG is \$7.9 million) for FY 2024-25.

This projection was provided by the City's sales tax consultant HdL, based on current trends and economic information and is in line with the budgeted amount. Compared to FY 2024-25, the total projected sales tax is \$5.1 million less due to significant one-time receipts recorded during FY 2024-25.

### **Transient Occupancy Tax (TOT)**

The City has eleven hotels (ALoft Silicon Valley, Chase Suites, Wyndham Garden, Courtyard by Marriott, DoubleTree Hilton, E-Z8 Motel, Homewood Suites Hilton, Newark Residence Inn by Marriott, Staybridge Suites, SpringHill Suites by Marriott, and Hyatt Place Newark). The most recent average occupancy rate is 68.9%, which is slightly under the 70% average occupancy rate for the same time period last year.

On November 5, 2024, Newark voters approved Measure LL with 80.44% support, increasing the City's TOT rate from 10% to 14%, effective January 1, 2025. With a full year of the increased 14% rate, the projected TOT revenue is \$7.18 million, reflecting almost an increase of \$1.8 million over the Amended Budget and \$0.9 million increase over the prior year.

Staff recommends amending the TOT revenue with an increase of \$1.8 million to project \$7.2 million for FY 2025-26.

### **Utility Users Tax (UUT)**

The City of Newark imposes a UUT on the use of cable, electric, gas, wired telecom, and wireless telecom services at a rate of 3.25%, and is projected to be \$4.7 million at the end of FY 2025-26, which is in line with the budget. UUT generates about 5.1% of the General Fund revenues.

### **Licenses, Permits, and Fees**

Total Licenses, Permits, and Fees revenue is projected at \$13.3 million by FY 2025–26 year-end, exceeding the \$12.8 million amended budget but slightly below the \$13.9 million in FY 2024–25.

This category is comprised of three primary components:

Franchise Fees (\$5.2 million): Modestly below the \$5.3 million budget and generally flat compared to the prior year. Revenues are derived from utility providers for use of public rights-of-way and are collected unevenly throughout the fiscal year, making mid-year estimates less predictive of final totals.

Licenses, Permits, and Fees – Core (\$4.7 million): Includes zoning review, code enforcement, and building/encroachment permits. Revenue is above the \$4.0 million budget and consistent with prior-year levels, reflecting stable development and enforcement activity.

Recreation Fees (\$2.2 million): Slightly below both budget and prior year due to lower-than-expected activity levels, particularly at the Silliman Aquatic Center. Seasonal increases are anticipated during spring and summer programming.

Overall, performance remains stable, with modest softness in recreation revenues offset by stronger-than-budgeted permit activity.

### **Investment Income**

Investment income reflects the second highest growth in general fund revenue compared to the Amended Budget. While interest rates have gradually declined in recent quarters, higher cash balances (which generate additional income) have helped to offset the impact.

**Year-over-year comparisons show:**

- First Quarter Average Interest Rates: 4.33% (FY 2025-26) vs. 5.38% (FY 2024-25)
- Second Quarter Average Interest Rates: 4.15% (FY 2025-26) vs. 4.80% (FY 2024-25)

The year-over-year decrease compared to FY 2024–25 is primarily attributable to one-time revenues received in the prior year and does not reflect a structural decline in ongoing revenues.

Despite declining rates, higher cash balances from prior fiscal years interest earnings continue to generate solid investment income in the City’s Local Agency Investment Fund (LAIF) and California Asset Management Program (CAMP). As a result, FY 2025-26 investment income is projected to be \$4.1 million, which is \$1 million higher than the current budget of \$3.1 million but \$1.2 million lower than the \$5.3 million earned during FY 2024-25.

Staff recommends increasing investment earnings by \$1 million.

**General Fund: Expenditures (Appropriations)**

The following table provides second-quarter actual expenditure comparisons and compares the FY 2024-25 actual results with the FY 2025-26 Amended Budget and Staff's FY 2025-26 mid-year estimate for year-end.

Expenditures by Category	FY 2025 Actual	FY 2026 Amended Budget	FY 2026 Projection
PERSONNEL	40.89	44.70	45.77
NON-PERSONNEL EXPENDITURES	19.95	24.79	20.96
ACFD FIRE SERVICES	13.48	13.76	14.72
CIVIC CENTER DEBT PAYMENTS	4.80	4.82	4.82
<b>TOTAL EXPENDITURES</b>	<b>79.12</b>	<b>88.07</b>	<b>86.27</b>
<b>NET OPERATING RESULTS BEFORE TRANSFERS</b>	<b>16.84</b>	<b>(0.57)</b>	<b>4.99</b>
Transfers In - ARPA reimbursement	0.99	-	-
Transfer In - Capital Improvement Fund	7.00	-	-
Transfer In - Other	0.41	-	-
Transfer Out - Pension/OPEB Reserve fund	(2.57)	-	-
Transfer Out - Fiscal Uncertainty/Emergency Reserve	(1.49)	-	-
Transfer Out - Maintenance Reserve	(8.00)	-	-
Transfer Out - Capital Improvement Fund	(0.39)	-	-
Excess Measure GG (Assigned)	(6.49)	(2.80)	(3.13)
TOT 4% Designated for new debt funding	(1.02)	-	(2.05)
<b>NET OPERATING RESULTS AFTER TRANSFERS</b>	<b>5.28</b>	<b>(3.37)</b>	<b>(0.19)</b>

The General Fund expenditures for FY 2025-26 are projected to be \$86.3 million at the end of the fiscal year, which is \$1.8 million less than the Amended Budget and \$7.1 million higher than FY 2024-25.

Personnel expenditures are projected to be higher than the Amended Budget by \$0.92 million and higher than FY 2024-25 by \$4.7 million:

- Salary costs are projected to be slightly under budget by \$0.2 million but \$2.1 million over FY 2024-25 to reflect the cost-of-living increase and more filled positions during FY 2025-26 than in FY 2024-25.
- Benefit costs, while down compared to amended budget by \$0.7 million, are also higher by \$0.5 million compared to the prior year, reflecting contractual increases.
- Pension costs, projected to be \$13.9 million for FY 2025-26, are \$1.7 million higher than the Amended Budget and \$2.2 million higher than FY 2024-25. The projection accounts for having more

positions filled in the current year, as well as an increase in the Unfunded Accrued Liability (UAL) pension payment compared to the previous fiscal year.

The increase in personnel costs is primarily driven by improved staffing levels, negotiated cost-of-living adjustments, and higher pension contributions.

FY 2025-26 Non-Personnel Expenditures which are projected to be \$21.0 million are \$3.8 million lower than the Amended budget and higher than FY 2024-25 by \$1.0 million, based on encumbrances and actual expenditures at this time.

The Alameda County Fire contract is projected to be \$1.0 million higher than the Amended Budget due to contractual increases and also \$1.2 million higher than FY 2024-25.

It should also be noted that excess Measure GG funds over debt service have been earmarked as assigned fund balance and is not available to fund operating expenditures. Similarly, the additional 4% increase in TOT resulting from the passage of Measure LL, is set aside for new debt funding in the near future.

### **Capital Improvement Projects**

Alameda County Transportation Commission (ACTC) Measure B funds are required to be programmed and expended within the fiscal year, with any unallocated balance returned to ACTC. To optimize use of available funding, active capital projects previously supported by other sources are being aligned with eligible Measure B funding:

Fund 281 – Measure B Local Streets and Roads

- CIPA10007.FY2026 Curb, Gutter, and Sidewalk
- CIPA10001.FY2026 Citywide Accessible Pedestrian Ramps

Staff recommends appropriating the remaining fund balance of \$475,000 to support these projects.

Fund 282 – Measure B Bike and Pedestrian

- CIPA10001.FY2026 Citywide Accessible Pedestrian Ramps

Staff recommends appropriating the remaining fund balance of \$230,000 to support this project.

Fund 283 – Measure B Paratransit

- CIPA10001.FY2026 Citywide Accessible Pedestrian Ramps

Staff recommends appropriating the remaining fund balance of \$95,000 to support this project.

In addition, ACTC Measure BB Local Streets and Roads (Fund 284) is supporting the CIPA10006.FY2025 Street Slurry Seal Program, originally approved during the FY 2024–25 Mid-Year (Resolution No. 11734) for \$1.5 million. As project timing has shifted into FY 2025–26, staff recommends re-appropriating \$1.5 million in FY 2025–26 to align with the current implementation schedule.

The Silliman Activity Pool Re-plastering Project (Project No. 1114), previously approved under the FY 2022–2024 Biennial Budget and CIP (Resolution No. 11613) in the Capital Improvement Fund (Fund 610), is now moving forward in FY 2025–26. Staff recommends appropriating \$254,064 in the current budget to support project delivery.

The Traffic Congestion Improvement (Proposition 42) Fund (Fund 213) currently has an available balance of approximately \$235,000. Eligible costs from the Traffic Signal Interconnect Project totaling \$44,224 can be applied to this fund, allowing Gas Tax funds (Fund 201) to be preserved for other priorities. Staff recommends appropriating \$44,500 from Fund 213 to support this project.

Overall, these adjustments align available funding sources with current project schedules and eligibility requirements, while maximizing use of restricted funds and preserving flexibility in other funding sources.

### **General Fund Reserves and Unallocated Fund Balance**

As of the end of FY 2024-25, the General Fund Unassigned Fund Balance was \$44.8 million, of which \$23.6 million represents Emergency and Fiscal Reserves to be maintained as 30% of prior year General Fund Operating Expenditures. The \$21.1 million balance remaining in the General Fund Unassigned Fund Balance includes a \$6.1 million set-aside for cash-flow purposes, \$10 million earmarked for the capital projects, \$1 million funding for the Broadband project, and \$1 million TOT set-aside which represents the additional 4% earned from increasing the TOT rate and is designated for future debt funding. It should be noted that the Pension and OPEB Reserve fund is not included in General Fund Unassigned Fund Balance.

Based on current CIP projects planned for the near future, Staff is recommending the transfer of \$10.0 million from General Fund Unallocated Fund balance to the Capital Improvement Fund.

### **City Cash and Investments**

Through the close of January 2026, the City maintained the following Cash and Investments:

- \$83,629,710 – CAMP Liquid (3.85% Yield)
- \$30,000,000 – CAMP Term, 12/23/25 Maturity (3.74% Yield)
- \$25,000,000 – CAMP Term, 11/13/25 Maturity (3.86% Yield)
- \$52,184,131 – LAIF (3.93% Yield)
- \$16,389,276 – US Bank checking (.005% Yield)
- \$207,203,117 – TOTAL

On December 24, 2025, Staff transferred \$10 million in excess cash from its US Bank checking account to the higher-yielding CAMP investment portfolio. The City has sufficient cash to meet its expenditures requirements for the next six months.

### **Summary**

The City's total revenues for FY 2025-26 are projected to be higher than the FY 2025-26 Amended Budget but lower than FY 2024-25. Projected expenditures are currently under budgeted amounts at this time given the pace of spending for materials, supplies and contractual services but higher than the previous year. In summary, the total projected year-end General Fund revenues are \$91.3 million, and projected expenditures are \$86.3 million. For FY 2025-26, staff estimates a year-end deficit of approximately \$0.2 million in the General Fund after transfers and set asides for excess Measure GG and the increased TOT revenue resulting from the passage of Measure LL. This \$0.2 million deficit is lower than the \$3.4 million deficit per the Amended Budget and lower than FY 2024-25 surplus.

### **FISCAL IMPACT**

The recommended amendments included in the mid-year review increase or decrease the Fiscal Year 2025-26 budgeted revenues, appropriations, and available resources of various funds as presented in Exhibit A.

### **STRATEGIC PRIORITY AREA**

Boost Financial Resilience and Excellence in Service Delivery

## **REVIEW AND APPROVAL**

Prepared by - Gloria del Rosario, Deputy Finance Director

Reviewed by - Krysten Lee, Finance Director

Reviewed by - Kristopher J. Kokotaylo, City Attorney

Approved by - David J. Benoun, City Manager

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## **Attachments**

2025--26 Mid Year Resolution

2025-26 Mid Year Exhibit A

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AMENDING THE 2024-2026 BIENNIAL BUDGET  
AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR  
2025-26

WHEREAS, the 2024-2026 Biennial Budget and Capital Improvement Plan was adopted by the City Council via Resolution No. 11,665 on June 27, 2024; and

WHEREAS, as part of the mid-year budget review for Fiscal Year 2025-26, staff has identified and proposed changes to the budget since the original adoption by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the certain document entitled "2024-2026 Biennial Budget and Capital Improvement Plan of the City of Newark" adopted by Resolution No. 11,665 on June 27, 2024, and subsequently amended by resolutions, is hereby amended as set forth in Exhibit A attached.

**Exhibit A**  
**FY 2025-26 Mid-Year Amendments**

FUND	DEPT	DIV	PROG	ACCT	ACCOUNT DESCRIPTION	DR	CR	NOTES
110	00	000	000	4030	Transient Occupancy Tax	-	\$ 1,783,000	Record increase in TOT revenue from Measure LL (14%).
110	00	000	000	4880	Investment Earnings	-	1,000,000	Adjust investment earnings.
110	13	013	130	5115	Leave Conversions	33,300	-	Adjust leave conversion costs.
110	20	020	200	5115	Leave Conversions	21,300	-	Adjust leave conversion costs.
110	20	020	200	5510	Defined Benefit Plan	185,000	-	Adjust pension costs (CalPERS).
110	20	020	200	5520	Defined Contribution Plan (401A)	34,500	-	Adjust 401(a) employer contributions.
110	20	020	200	6220	Consultant/Professional Services	-	27,494	Transfer budget to Communications Division.
110	20	020	201	6120	Special Department Supplies	12,000	-	Add Communications supplies budget.
110	20	020	201	6211	Special Mailings	5,000	-	Add Communications mailings budget.
110	20	020	201	6220	Consultant/Professional Services	153,000	-	Add Communications professional services budget.
110	20	020	201	6221	General Contractual Services	54,000	-	Add Communications contract services budget.
110	21	021	200	5510	Defined Benefit Plan	105,000	-	Adjust pension costs (CalPERS).
110	27	027	270	6221	Contractual Services	2,000	-	Trueup Budget
110	40	040	400	6221	General Contractual Services	105,000	-	Adjust Fire contract service costs.
110	80	080	800	5510	Defined Benefit Plan	174,000	-	Adjust pension costs (CalPERS).
110	80	080	800	5110	Salaries	-	34,500	Reclass 30% MA position from Finance to IT (align to actual work).
110	21	021	200	5110	Salaries	34,500	-	Reclass 30% MA position from Finance to IT (align to actual work).
110	80	080	800	5510	Defined Benefit Plan	-	11,385	Reclass pension costs to align with staff reassignment.
110	21	021	200	5510	Defined Benefit Plan	11,385	-	Reclass pension costs to align with staff reassignment.
110	00	000	000	9999	Transfer Out	5,000,000	-	Transfer FY 2024 prior-year GF balance to CIP.
610	00	000	000	4999	Transfer In	-	5,000,000	Transfer FY 2024 prior-year GF balance to CIP.
110	00	000	000	9999	Transfer Out	5,000,000	-	Transfer FY 2025 prior-year GF balance to CIP.
610	00	000	000	4999	Transfer In	-	5,000,000	Transfer FY 2025 prior-year GF balance to CIP.
120	50	050	500	5110	Salaries	175,000	-	Trueup budget for CDD MA position.
130	70	071	710	6280	Bank Fees	75,000	-	Trueup budget for CDD MA position.
130	70	073	730	6280	Bank Fees	150,000	-	Reclass bank fees from Finance to departments.
140	00	000	000	7011	Principal Payment	178,800	-	Add debt service – principal (energy project).
140	00	000	000	7022	Interest Expense	31,900	-	Add debt service – interest (energy project).
140	60	063	643	6300	Utilities	80,000	-	Adjust utilities costs.
211	00	000	000	4999	Transfers In	-	403	Clear remaining TDA balance.
110	00	000	000	9999	Transfers Out	403	-	Clear remaining TDA balance.
213	90	091	910	6221	CIPA001361 General Contractual Services	45,000	-	Reclass Gas Tax to Traffic Mitigation fund.
201	90	091	910	6221	CIPA001361 General Contractual Services	-	45,000	Reclass Gas Tax to Traffic Mitigation fund.
281	90	091	910	6221	CIPA10001.FY2026 General Contractual Services	75,000	-	Reclass CIP funding to use Measure B funds before sunset.
610	90	091	910	6221	CIPA10001.FY2026 General Contractual Services	-	75,000	Reclass CIP funding to use Measure B funds before sunset.
282	90	091	910	6221	CIPA10001.FY2026 General Contractual Services	230,000	-	Trueup CIP budget.
283	90	091	910	6221	CIPA10001.FY2026 General Contractual Services	95,000	-	Trueup CIP budget.
281	90	091	910	6221	CIPA10007.FY2026 General Contractual Services	400,000	-	Reclass CIP funding to use Measure B funds before sunset.
282	90	091	910	6221	CIPA10007.FY2026 General Contractual Services	-	50,000	Reclass CIP funding to use Measure B funds before sunset.
283	90	091	910	6221	CIPA10007.FY2026 General Contractual Services	-	150,000	Reclass CIP funding to use Measure B funds before sunset.
284	90	091	910	6221	CIPA10007.FY2026 General Contractual Services	-	200,000	Reclass CIP funding to use Measure B funds before sunset.
284	90	091	910	6221	CIPA10006.FY2025 General Contractual Services	1,500,000	-	Carryforward CIP A10006 budget (previously approved).
622	90	091	910	6221	CIP001014 General Contractual Services	439,589	-	Carryforward Central Ave Overpass construction management services.
626	20	020	200	6221	General Contractual Services	-	154,000	Project management cost alignment
626	70	071	710	6220	Consultant/Professional Services	35,000	-	Carryforward Old Town Streetscape management services.



## STAFF REPORT

Item D. 6.

**DATE** 03/26/2026  
**TO** Honorable Mayor and City Council Members  
**FROM** Miki Tsubota, City Engineer  
**SUBJECT** Initiation of Fiscal Year 2026-27 Landscaping and Lighting Assessment District Proceedings and authorization to execute amendment No. 3 to the Contractual Services Agreement with Francisco & Associates for the Administration of the City's Landscaping and Lighting Districts and other Special Financing District Administration Services

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### SUMMARY AND RECOMMENDATION

It is recommended that City Council:

1. Adopt a Resolution initiating the Fiscal Year (FY) 2026-27 Landscaping and Lighting Assessment District proceedings for the levy and collection of assessments for Landscaping and Lighting District Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18, 19, and 20 (collectively "LLDs") pursuant to the Landscaping and Lighting Act of 1972; and
2. Adopt a Resolution authorizing the City Manager to execute the Third Amendment to the contractual services agreement with Francisco & Associates (F&A) for FY 2026-27 for the administration of the City's LLDs and other Special Financing District Administration Services.

### BACKGROUND

The City annually levies assessments for its LLDs to fund the maintenance, operation, and servicing of landscaping, irrigation systems, lighting improvements, and related infrastructure located within the public right-of-way and other designated areas associated with each LLD. Pursuant to the California Streets and Highways Code, commencing with Section 22500 (also known as the Landscaping and Lighting Act of 1972) ("Act"), the City Council must annually approve Engineer's Reports for the LLDs. This process involves the development of the ensuing fiscal year's budgets for the LLDs, a review of all parcel changes from the previous fiscal year, preparation of the Engineer's Reports, and submittal of the assessments to the County Auditor in their required electronic format.

In March 2023, the City entered into an agreement with F&A to provide services related to the administration of the City's LLDs and the preparation of final assessment rolls for

Emergency Medical Services and Weed Abatement Services. These services include attendance at project meetings, development of district budgets, preparation of annual resolutions and staff reports, preparation of the required annual Engineer's Reports pursuant to the Act, preparation of annual levy calculations, placement of assessments on the Alameda County secured property tax roll, and assistance to property owners. The agreement was subsequently amended for FY 2024-25 and FY 2025-26 through a First and Second Amendment approved by the City. City staff recommends that the City Council approve a Third Amendment to the agreement with F&A to administer the City's LLDs and to prepare the final assessment rolls for Emergency Medical Services and Weed Abatement services for FY 2026-27.

The areas and improvements maintained by each LLD generally include, but are not limited to, the following:

Landscaping and Lighting District No. 1: Central Avenue between Filbert Street and Willow Street - Provides for the maintenance of median landscaping on Central Avenue between Filbert Street and Willow Street and buffer landscaping adjacent to the Alameda County Flood Control channel immediately west of Filbert Street, and for the maintenance and operation of median streetlights along this portion of Central Avenue. Landscaping and Lighting District No. 2: Jarvis Avenue and Newark Boulevard adjacent to Dumbarton Technology Park and Four Corners shopping centers – Provides for the maintenance of Jarvis Avenue and Newark Boulevard median island and in-tract buffer landscaping and landscape irrigation systems adjacent to and within the boundaries of Tract 5232, the Dumbarton Industrial Park, and the Four Corners shopping centers.

Landscaping and Lighting District No. 4: Stevenson Boulevard and Cherry Street adjacent to New Technology Park - Provides for the maintenance of Stevenson Boulevard median island landscaping from the Nimitz Freeway to the railroad tracks west of Cherry Street and maintenance of median islands and up to 50 feet of greenbelt landscaping adjacent to Cherry Street and the interior loop streets within the boundaries of Stevenson Point Technology Park, the maintenance of landscaping across from the Newark Unified School District property on Cherry Street, and the street lighting maintenance, trash capture device maintenance, and neighborhood park maintenance related to Benefit Zone No. 2 (Sanctuary).

Landscaping and Lighting District No. 7: Newark Boulevard and Rosemont Square Shopping Center – Provides for the maintenance of buffer landscaping and the landscape irrigation system within the public right-of-way and easement areas for Rosemont Square Shopping Center.

Landscaping and Lighting District No. 11: Edgewater Drive - Provides for the maintenance of landscaped medians on Edgewater Drive.

Landscaping and Lighting District No. 15: Robertson Avenue at Iris Court - Provides for the maintenance of the landscaping and irrigation systems on Robertson Avenue at Iris Court.

Landscaping and Lighting District No. 16: Kiote Drive in Tract 6671 – Provides for the

maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement along the street frontage of Kiote Drive in Tract 6671, along with the landscaping, irrigation system, recreation facilities associated with the mini-park common area and any related appurtenant improvements.

Landscaping and Lighting District No. 17: Newark Boulevard and Mayhews Landing Road in Tract 7004 – Provides for the maintenance of landscaping and the landscape irrigation system within the public right-of-way of the Newark Boulevard and Mayhews Landing Road frontages of Tract 7004.

Landscaping and Lighting District No. 18: Cedar Boulevard along the frontage of Tract 8130 – Provides for the maintenance of landscaping and the landscape irrigation system within the Cedar Boulevard median area along the frontage of Tract 8130 between Central Avenue and Smith Avenue.

Landscaping and Lighting District No. 19: Willow Street and Enterprise Drive in the Bayside Newark Transit Oriented Development – Provides for the maintenance of landscaping and the landscape irrigation system within the Willow Street and Enterprise Drive medians and traffic circles, maintenance of public street lighting systems, and maintenance of other improvements related to each benefit zone associated with the Bayside Newark Transit Oriented Development.

Landscaping and Lighting District No. 20: Cedar Boulevard along the frontage of Tract 8583 – Provides for the maintenance of landscaping, landscape irrigation systems, and street lighting along the frontage of Tract 8583, including the medians along Cedar Boulevard.

A brief summary of the Emergency Medical Services and Weed Abatement Services charges are generally described below:

**Emergency Medical Services:** The City's Emergency Medical Services are funded through a special tax, approved by voters in 1997. Revenue from the special taxes fund training, equipment, and supplies. All taxable parcels within the City are subject to the Emergency Medical Services special tax. The special tax rate for a single-family home is \$15 per year.

**Weed Abatement Services:** The City conducts an annual weed abatement program to abate weeds on vacant properties that are not properly maintained by property owners to the satisfaction of the Alameda County Fire Department. The program is authorized by, and conducted pursuant to, Government Code Sections 39560 through 39586. The abatement work typically consists of tractor mowing, supplemented with manual labor to clear weeds abutting fences and to remove debris to facilitate the tractor work. Property owners have the option to make their own arrangements for weed and debris removal. All properties on which the City performs the abatement work would be charged the full cost of the work, including administrative costs.

## **DISCUSSION/ANALYSIS**

F&A provided a proposal for FY 2026-27 to administer the City's LLDs and to prepare the final assessment rolls for Emergency Medical Services and Weed Abatement Services in an amount not-to-exceed \$39,945. F&A is prepared to begin work to ensure the assessment renewal process for the City's LLDs are performed in compliance with the Act and that all special financing district charges are placed on FY 2026-27 Property Tax Roll.

There are no new proposed improvements or substantial changes to existing improvements associated with any of the LLDs for Fiscal Year 2026-27. With the City Council's direction, staff will prepare Engineer's Reports for the City Council's consideration which detail the proposed levy and collection of annual assessments for each LLD for Fiscal Year 2026-27.

In accordance with the Act and the Government Code, at subsequent meetings following adoption of the resolution initiating proceedings, the City Council is required to consider and approve the completed annual Engineer's Reports, schedule a public hearing for the proposed annual assessments related to each LLD, direct the publishing of a notice of public hearing, conduct the public hearing, confirm the diagrams and annual assessments for each LLD, and direct placement of the annual assessments for each LLD on the Alameda County annual property tax bills.

All of the LLDs, except LLD No. 4 (Zone 2), LLD No. 19 (All Benefit Zones), and LLD No. 20, were established without an assessment rate escalator, which has resulted in stagnant assessment revenues. Meanwhile, operating and maintenance costs have continued to increase, causing several LLDs to begin experiencing annual operating deficits. LLD No. 7 is currently the most impacted and has accumulated a fund deficit. During FY 2026-27, F&A will assist the City with performing an initial review of the LLDs that are currently experiencing funding shortfalls and evaluate viable options going forward.

## **FISCAL IMPACT**

If assessments for the LLDs are not levied, there would be a total revenue loss of approximately \$430,000 for Fiscal Year 2026-27 to fund the annual operation and maintenance of certain landscaping and lighting improvements benefiting property within the LLDs.

If special taxes for Emergency Medical Services are not levied, there would be a total revenue loss of approximately \$270,000 for Fiscal Year 2026-27 to fund Emergency Medical Services in the City.

If charges for Weed Abatement Services are not levied, the City would not collect revenue for Fiscal Year 2026-27 to fund the cost of abatement of rubbish, refuse, dirt, and weeds in front of certain parcels in the City.

The cost of all services is \$39,945 for Fiscal Year 2026-27 and is funded by the revenue collected from the City's special financing districts.

## **STRATEGIC PRIORITY AREA**

Foster a Safe and Healthy Community  
Modernize Public Facilities and Infrastructure

## **REVIEW AND APPROVAL**

Prepared by - Miki Tsubota, City Engineer  
Reviewed by - Howard Young, Public Works Director  
Reviewed by - Krysten Lee, Finance Director  
Reviewed by - Kristopher J. Kokotaylo, City Attorney  
Approved by - David J. Benoun, City Manager

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### **Attachments**

- 1) Resolution initiating proceedings for the levy and collection of assessments for Landscaping and Lighting District Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18, 19, and 20 for Fiscal Year 2026-27
- 2) Resolution Approving Amendment No. 3 to the Contractual Services Agreement with Francisco & Associates for the Administration of the City's Landscaping and Lighting Districts and other Special Financing District Administration Services.
- 3) Proposal

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK INITIATING PROCEEDINGS FOR THE LEVY AND  
COLLECTION OF ASSESSMENTS FOR LANDSCAPING AND  
LIGHTING DISTRICT NOS. 1, 2, 4, 7, 11, 15, 16, 17, 18, 19,  
AND 20 PURSUANT TO THE LANDSCAPING AND  
LIGHTING ACT OF 1972

WHEREAS, the City Council of the City of Newark previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (the “Act”) to establish Landscaping and Lighting District Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18, 19 and 20 (the “Districts”) in order to fund ongoing maintenance and improvements authorized under the Act; and

WHEREAS, there are no new proposed improvements or any substantial changes to existing improvements in the Districts; and

WHEREAS, Section 22620, et seq. of the Act provides for the levy of annual assessments after formation of the Districts; and

WHEREAS, the City designates the City Engineer to prepare and file reports in accordance with Section 22565, et seq., of the Act (the “Annual Engineer’s Reports”); and

WHEREAS, pursuant to Section 22622 of the Act, the City Council wishes to initiate proceedings to provide for the levy of assessments for Fiscal Year 2026-27 in order to provide for the necessary costs and expenses pertaining to the maintenance of the improvements within the Districts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that:

1. Engineer’s Reports: The City Council hereby orders the City Engineer to prepare and file with the City Clerk the annual Engineer’s Reports concerning the levy and collection of assessments within the Districts for the fiscal year commencing July 1, 2026, and ending June 30, 2027, in accordance with Section 22565, et seq., of the Act.
2. New Improvements or Changes to Existing Improvements: There are no changes to existing improvements, nor are there any items being added to the list of improvements for the Districts.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on March 26, 2026, by **Council Member** who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES:

ANOES:

ABSENT:

RECUSED:

SECONDED:

APPROVED

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Michael K. Hannon

ATTEST:

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Neetu Salwan  
City Clerk

March 18, 2026

Howard Young  
Public Works Director  
City of Newark  
37101 Newark Boulevard  
Newark, CA 94560

**Subject: Proposal for Fiscal Year 2026-27 Special Financing District Administration Services**

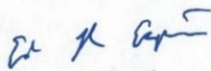
Dear Howard:

Please find enclosed our proposal to provide Fiscal Year (FY) 2026-27 Administration Services for the City of Newark's Landscaping and Lighting Assessment Districts. The proposed scope of work includes, but is not limited to, attendance at project meetings, development of budgets, preparation of the annual resolutions and staff reports, preparation of Engineer's Reports in compliance with the Landscaping and Lighting Act of 1972 and Proposition 218, preparation of assessment and maintenance diagrams, preparation of the annual levy calculations, placement of assessments on the Alameda County secured property tax roll, and property owner assistance throughout the year. The proposed scope of work for the City's Emergency Medical Services Charge and Weed Abatement Charges includes placement of the charges on the Alameda County secured property tax roll and property owner assistance throughout the year.

If you have any questions regarding this proposal, please give me a call at (925) 867-3400.

Sincerely,

**FRANCISCO & ASSOCIATES**



Eduardo Espinoza, P.E.  
Managing Principal

Enclosure

Cc: Miki Tsubota, City of Newark

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## **SCOPE OF WORK FOR LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS**

Francisco & Associates will provide assessment engineering and Fiscal Year (FY) 2026-27 administration services for the **City of Newark’s Landscaping & Lighting Assessment District Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18, and 19 and their corresponding 66 Benefit Zones (collectively referred to as “Districts”)**. The project approach and scope of work includes attendance at project meetings, development of budgets, preparation of the annual resolutions and staff reports, preparation of Engineer’s Reports in compliance with the Landscaping and Lighting Act of 1972 and Proposition 218, preparation of assessment and maintenance diagrams, preparation of the annual levy calculations, placement of assessments on the Alameda County (“County”) secured property tax roll, and property owner assistance throughout the year. The specific tasks are outlined as follows.

### **Task 1 – Project Meetings**

Meet with City staff to review scope of work, project schedule, annexations/de-annexations, changes in the number and types of improvements to be maintained for the ensuing fiscal year and discuss compliance of Districts and their assessment methodologies with the Landscaping and Lighting Act of 1972 and Proposition 218.

### **Task 2 – Collect and Review Available Data**

Coordinate with City staff and the County Auditor’s office to obtain information needed to complete the tasks in this scope of work, such as the District formation documents, annexation documents, assessor’s files, copies of secured rolls, assessment diagrams, budget information, and land use and property characteristics for parcels within the boundaries of each District and each of the benefit zones. To the extent available, the City will also provide improvement plans, HOA information, and inventory of the landscaping, streetlights, trees, and other areas maintained by the Districts.

### **Task 3 – Initiation of the FY 2026-27 Assessment Levies**

Prepare drafts of the staff report and resolution for the City Council meeting initiating the FY 2026-27 approval process for the Districts. Review the draft staff report and resolution with City staff and revise as needed.

### **Task 4 – Prepare Preliminary FY 2026-27 Parcel Databases**

Establish the parcel databases for the Districts, to include the most current parcel information including property owner name, mailing address, situs address, use code, benefit zone, acreage, frontage, building square footage, units, and any other pertinent parcel attributes that are needed to calculate annual assessments.

### **Task 5 – Update Assessment Diagrams**

Update Assessment Diagrams for the Districts to include new parcels that have been created from the prior fiscal year.

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### **Task 6 – Update Geographic Information Systems (GIS) Layers of Improvements**

Identify all improvements maintained by the Districts and update GIS layers for each improvement type. The GIS layers will include an attribute table of characteristics that can serve as an asset management tool for the City going forward. F&A will provide the updated GIS layers to City staff in their desired format. For streetlights, F&A will assist the City in coordinating with PG&E to obtain the current streetlight layer for the City.

### **Task 7 – Prepare Maintenance Improvement Diagrams**

Based on the updated GIS layers created per Task 6, prepare Maintenance Improvement Diagrams for each of the Districts. The Maintenance Improvement Diagrams can be included in future Engineer's Reports as requested by City staff.

### **Task 8 – Prepare FY 2026-27 Budgets**

Coordinate with the City's Public Works, Finance, and Maintenance departments to prepare FY 2026-27 budget tables for the Districts utilizing the previous fiscal year's actual expenditures, current fiscal year's actual expenditures to date, and anticipated cost increases for the ensuing fiscal year. The FY 2026-27 budgets will include and consider maintenance contract costs, utility costs, capital improvement projects, incidental costs (engineering, legal, administration, etc.), City staff time, overhead cost allocations, operating and capital reserves, and fund balances.

Once draft FY 2026-27 budgets are prepared, review with City staff to address comments/questions and determine if changes to existing levels of service are appropriate for the ensuing fiscal year. Incorporate comments and feedback from City staff and obtain approval of the final FY 2026-27 budgets for inclusion in the Engineer's Reports.

### **Task 9 - FY 2026-27 Preliminary Engineer's Reports**

Based upon the information received at project team meetings, prepare the draft FY 2026-27 Preliminary Engineer's Reports for the Districts. The draft Preliminary Engineer's Reports will comply with the requirements of the Landscaping and Lighting Act of 1972 and include: a description of improvements, budgets, benefit spread methodologies, assessment district/benefit zone diagrams, maintenance improvement diagrams, and a listing of each parcel's proposed assessment.

For the Districts that are not exempt from the provisions of Proposition 218, the draft Preliminary Engineer's Reports will include descriptions related to general benefit to the public at large versus special benefit to property while adhering to the existing method of assessment for the Districts that was established at the time of formation.

Submit the Draft Preliminary Engineer's Reports to City staff for review and comment. Based upon the comments received from City staff on the Draft Preliminary Engineer's Reports, prepare the final version of the Preliminary Engineer's Reports and submit to City staff for City Council approval. The Preliminary Engineer's Reports will be prepared and signed by one of our on-staff registered Professional Engineers.

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**Task 10 – Resolutions of Intention and Approval of the Preliminary Engineer’s Reports**

Prepare drafts of the staff report and resolutions for the City Council meeting regarding acceptance of the Preliminary Engineer’s Reports and adoption of the Resolutions of Intention. Review the draft staff report and resolutions with City staff and incorporate revisions as needed.

**Task 11 – FY 2026-27 Resolution of Intention City Council Meeting**

If requested, attend the City Council meeting regarding adoption of the Resolutions of Intention and Approval of the Preliminary Engineer’s Reports to assist City staff with questions from City Council and the public.

**Task 12 – FY 2026-27 Final Engineer’s Reports**

Based upon the comments received from City staff and City Council at the City Council meeting referenced in Task 11 above, prepare the Final Engineer’s Reports and submit to the City for City Council approval. The Final Engineer’s Reports will be prepared and signed by one of our on-staff registered Professional Engineers.

**Task 13 – Notice of Public Hearing**

Prepare the draft Notice of Public Hearing for City staff review and approval. Finalize the Notice of Public Hearing and send it to the City Clerk for publication in the newspaper.

**Task 14 - Resolution Approving Final Engineer’s Reports and Authorizing Levy**

Prepare drafts of the staff report and resolution for the City Council meeting regarding approval of the Final Engineer’s Reports and adoption of the Resolution authorizing the Levy of Assessments. Review the draft staff report and resolution with City staff and incorporate revisions as needed.

**Task 15 – FY 2026-27 Public Hearing**

If requested, attend the Public Hearing regarding adoption of the Resolution Approving the Final Engineer’s Reports and authorizing the levying of assessments to assist City staff with questions from City Council and the public.

**Task 16 – Prepare Final FY 2026-27 Parcel Databases**

In July, obtain a copy of the 2026 closed roll database from the County Assessor. Update the parcel databases for the Districts with the most current parcel information such as: property owner name, mailing address, situs address, use code, benefit zone, acreage, frontage, building square footage, units, and any other pertinent parcel attributes that are needed to recalculate the ensuing year’s assessments. Finalize the FY 2026-27 assessment databases and levy calculations for the Districts.

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### **Task 17 - Filing of FY 2026-27 Engineer's Reports and Resolutions**

In accordance with the County's annual submittal requirements, file the Engineer's Reports, Assessment Diagrams, and Resolutions authorizing the levy of assessments with the County auditor's office.

### **Task 18 – FY 2026-27 Auditor's Reports**

Prepare the annual Auditor's Reports in the County approved format for the Districts. If there are any rejected parcels resulting from the first submittal, research them and resubmit them to the County to ensure the City receives all the assessment revenue to which it is entitled.

### **Task 19 – FY 2026-27 Final Assessment Rolls**

Provide the City with Final Assessment Rolls in electronic format for their records.

### **Task 20 – Field Property Owner Inquiries**

Provide a phone number to be placed on property tax bills and field property owner inquiries throughout the year.

### **Task 21 (Optional) – Assist with Initial Evaluation of Underfunded LLADs**

If requested by City staff, F&A will assist with performing an initial review of the City's LLADs that are currently experiencing funding shortfalls and discuss options and strategy to address them, including the potential need to conduct Proposition 218 proceedings.

## **RESPONSIBILITIES OF THE CITY**

- Provide qualified legal counsel to review and approve documents;
- Review and approve all budgets, staff reports, resolutions, and legal notices;
- Publish notices of public hearing; and
- Schedule and place items on the agenda for the required City Council meetings.

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## **SCOPE OF WORK FOR EMERGENCY MEDICAL SERVICES CHARGE**

### **Task 1 – Prepare FY 2026-27 Parcel Database**

Develop the City’s Emergency Medical Services database based upon the County’s ensuing year’s closed property tax roll information.

### **Task 2 – Determine FY 2026-27 Maximum Special Tax Rates**

Calculate the Emergency Medical Services tax for each taxable parcel located within the City based on the Emergency Medical Services tax formula, provided by the City.

### **Task 3 – FY 2026-27 Auditor’s Report**

Prepare the data in the County’s required electronic format listing the Emergency Medical Services tax for each taxable parcel within the City. Submit the electronic data to the County Auditor’s office for processing. If there are any parcel kick-outs, research the parcels and resubmit them to the County so that they are included on the property tax roll.

### **Task 4 – FY 2026-27 Final Assessment Roll**

Confirm final acceptance of the levies by the County and provide the City with the Final Assessment Roll in electronic format for its records.

## **SCOPE OF WORK FOR WEED ABATEMENT CHARGE**

### **Task 1 - Prepare FY 2026-27 Parcel Database**

Based upon the Fiscal Year 2026-27 electronic listing of Assessor Parcel Numbers and corresponding levy amounts received from the City, convert the information into the County's required electronic format.

### **Task 2 - FY 2026-27 Auditor's Report**

Submit the converted electronic data to the County Auditor's office for inclusion on the property tax roll. If parcels kick-out, submit the listing of new and old Assessor Parcel Numbers to the City along with a copy of the parcel maps which show the old and new parcels so that the City can recalculate the levy amounts for each new parcel. Resubmit the new parcels and their corresponding levy amounts to the County Auditor's office in their required electronic format for inclusion on the property tax roll.

### **Task 3 - FY 2026-27 Final Assessment Roll**

Confirm final acceptance of the levies by the County and provide the City with the Final Assessment Roll in electronic format for its records.

## RESPONSIBILITIES OF THE CITY

- 1) Provide qualified legal counsel to review and approve documents;
- 2) Review and approve all budgets, staff reports, resolutions, and legal notices;
- 3) Publish notices of public hearing; and
- 4) Schedule and place items on the agenda for the required City Council meetings.

## FEE SCHEDULE

Francisco & Associates proposes fees for the services listed in this proposal as follows:

**Landscape and Lighting Assessment Districts\*:** Time & Materials not to exceed \$35,000

**Emergency Medical Services Charge:** \$3,995 (Lump Sum)

**Weed Abatement Charge:** \$950 (Lump Sum)

The scope of work associated with conducting Proposition 218 proceedings or the annexation of property into existing LLADs, or formation of a new LLAD is not included in this proposal and a separate proposal will be provided as requested. Also, any additional work requested and authorized by the City will be billed on a time and materials basis (unless a lump sum fee is agreed to by both parties) at the hourly rates shown below. Invoicing will be billed at the hourly rates shown in the table below.

<b>F&amp;A Personnel Classification</b>	<b>Hourly Rate</b>
Principal/Project Manager	\$240
Associate Engineer	\$175
Senior Project Analyst	\$160
Project Analyst	\$150
Administrative Staff	\$100

Reimbursable expenses for overnight mail, production of deliverables, and County data will be billed at cost plus 15%.



## STAFF REPORT

Item F. 1.

**DATE** 03/26/2026  
**TO** Honorable Mayor and City Council Members  
**FROM** Miki Tsubota, City Engineer  
**SUBJECT** Adopt a resolution authorizing an agreement with Macks Craic, Inc., dba Mack5 for Consulting Project Management Services in an amount of \$4,398,229, for the Fire Stations #27 and #29 Replacement Project (CIP No. 1410)

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### SUMMARY AND RECOMMENDATION

Staff recommends that the City Council adopt a resolution amending the FY 2024–2026 Biennial Budget and Capital Improvement Plan (CIP) to increase the project budget for the Reconstruct Fire Stations #27 and #29 – Preliminary Planning Project (CIP No. 1410) from \$3,500,000 to \$4,500,000, for an increase of \$1,000,000, and authorize the City Manager to execute a Consulting Services Agreement with Macks Craic, Inc., dba Mack5, in an amount not to exceed \$4,398,229 for project management services for the project.

### BACKGROUND

In 2010, the City of Newark entered into an agreement with the Alameda County Fire Department (ACFD) for fire and emergency services, which was renewed in December 2020 for another ten years. Per the agreement, the City retains ownership of the existing three fire stations situated in Newark.

On October 10, 2024, the City Council approved the Citywide Facilities Master Plan (Plan) that included analysis of the City's 24 buildings and recommendations for preventative maintenance measures for active facilities, capital projects, new or replacement facilities, and buildings to consider for future sale, demolition or repurposing. The Plan prioritized the replacement of Fire Station #27 on 39039 Cherry Street and replacement of Fire Station #29 on 35775 Ruschin Drive based on operational needs and code regulations. Both fire stations are owned by the City of Newark, and operated and staffed by ACFD. Fire Station #27 was built in 1981, includes a training facility, and houses a crew of three firefighters and one engine. Fire Station #29 was built in 1962 and houses a crew of three firefighters and one engine.

On October 23, 2025, a Special City Council Meeting was held to discuss proposed amendments to the Capital Improvement Plan (CIP), including adding Reconstruct Fire

Stations #27 and #29 - Preliminary Planning (Project) to the CIP. City Council members expressed support of the Project and there were no public comments.

On October 28, 2025, amendments to the CIP, including the Project, were presented to the Planning Commission, which found all projects were in conformance with the City's General Plan.

On November 13, 2025, City Council approved the amendments to the CIP, including establishing the Project and appropriating \$3,500,000 for the Project.

## **DISCUSSION/ANALYSIS**

Given the scope of work needed to successfully execute the Project, staff determined that additional consultant services are needed. Staff coordinated with the Alameda County Fire Department (ACFD) to prepare and issue a Request for Proposals on November 17, 2025 for comprehensive project management services. The scope of services includes coordinating with the City and ACFD on overall project management; public outreach; schedule, cost, and risk management; preliminary architectural design; environmental review and permitting; and assisting with procurement of a design-build entity to execute final design and construction. The City received two proposals by the submittal deadline of December 8, 2025, one from Mack5 and one from Cumming Group.

Initially, neither proposal included all necessary consultants needed for complete and comprehensive project management as instructed by the RFP. Staff requested updated proposals from both Mack5 and Cumming Group. The updated proposal from Cumming Group did not include all consultants as instructed by the RFP and instead offered a two-contract approach. Meanwhile, Mack5 provided the requested scope with consultants needed for complete and comprehensive project management.

Proposals were also evaluated by a committee consisting of staff representatives from the City and ACFD. Proposals were reviewed based on demonstration of alignment with City and ACFD's goals for overall project success; qualifications and experience of the consultant team on similar projects; demonstrated ability to effectively manage risks, costs, schedule and quality; proposed fee and hourly rates; and satisfaction of previous clients. After evaluating the proposals, Mack5 was selected as the most qualified and responsive firm. Their proposal highlighted relevant experience on similar fire station replacement projects and alignment with both City and ACFD goals.

As part of the scope of work, Mack5 will provide project management, geotechnical review, site surveys, environmental review (including compliance with the California Environmental Quality Act), public outreach, preliminary architectural and civil design for the new fire stations, design for the interim fire stations, construction management, and commissioning and closeout of the fire stations.

## **FISCAL IMPACT**

The proposed action will amend the 2024-2026 Biennial Budget and Capital Improvement Plan to increase budget for CIP No. 1410 from \$3,500,000 to \$4,500,000, representing an increase of \$1,000,000.

The proposed Consulting Services Agreement with Macks Craic, Inc. (dba Mack5) is in an amount not-to-exceed \$4,398,229. The remaining budget provides limited contingency for the preliminary planning phase.

The budget increase will be funded from the Measure GG Fund, which has sufficient available fund balance to support this one-time capital planning expenditure.

This action funds preliminary planning and project management only and does not represent the total cost of design and construction of Fire Stations #27 and #29. Future phases and funding requirements will be incorporated into the City's Five Year Capital Improvement Plan, with any additional appropriations subject to City Council approval.

## **STRATEGIC PRIORITY AREA**

Foster a Safe and Healthy Community  
Modernize Public Facilities and Infrastructure

## **REVIEW AND APPROVAL**

Prepared by - Miki Tsubota, City Engineer  
Reviewed by - Howad Young, Public Works Director  
Reviewed by - Krysten Lee, Finance Director  
Reviewed by - Kristopher J. Kokotaylo, City Attorney  
Approved by - David J. Benoun, City Manager

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### **Attachments**

Resolution CSA Station 27 and 29 replacement  
Presentation  
Agreement  
Agreement Exhibit A, Scope of Services  
Agreement Exhibit B, Compensation Schedule  
Proposal - Mack5  
Updated Proposal - Mack5  
Proposal - Cumming Group  
Updated Proposal - Cumming Group

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN AGREEMENT WITH MACKS CRAIC, INC., DBA MACK5 FOR CONSULTING PROJECT MANAGEMENT SERVICES FOR THE RECONSTRUCT FIRE STATIONS #27 AND #29 – PRELIMINARY PLANNING PROJECT (CIP NO. 1410); AND APPROVING AN AMENDMENT TO THE 2024-2026 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, the City issued Requests for Proposals for Project Management Services for the Reconstruct Fire Stations #27 and #29 – Preliminary Planning Project (CIP No. 1410); and

WHEREAS, a total of two proposals were received and evaluated by the City and Alameda County Fire Department staff; and

WHEREAS, based on staff's evaluation, Macks Craic, Inc., dba Mac5 was determined to be the most qualified firm for a not to exceed amount of \$4,398,229; and

WHEREAS, a budget amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan is required to increase appropriations for the Reconstruct Fire Stations #27 and #29 – Preliminary Planning Project (CIP No. 1410) by \$1,000,000.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves:

1. Authorizing the City Manager or designee to execute an agreement with Macks Craic, Inc., dba Mack5 in an amount not to exceed \$4,398,229 in a form approved by the City Attorney.
2. Amending the FY 2024–2026 Biennial Budget and Capital Improvement Plan to increase appropriations in the Capital Improvement Fund (Fund 610) by \$1,000,000, funded from Measure GG (Fund 112), for the Reconstruct Fire Stations #27 and #29 – Preliminary Planning Project (CIP No. 1410), resulting in a revised total project budget of \$4,500,000.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to take all actions necessary to effectuate the intent of this Resolution.



**Fire Stations #27 & #29  
Replacement Project:  
Project Management Services**

March 26, 2026



# Purpose

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- Background
- Why We Need a Consultant
- Consultant Solicitation and Process
- Staff Recommendation



# Background

## Project Background

- Demolition and reconstruction to meet current codes and standards
- Prioritized project in the Facilities Master Plan
- Coordinating with Alameda County Fire Department (ACFD)

		Project Costs	Immediate & Short Term	Near Term (3-5 yrs.)	Mid Term (5-10 yrs.)	Long Term (11-20 yrs.)
<b>AQUATICS</b>	Improvement to George M. Silliman Center <ul style="list-style-type: none"> <li>• Updated pool amenities</li> <li>• Improve Check-in and Staff Workspaces</li> <li>• Ninja Cross and Aquatic Fitness</li> </ul>	\$7-9M (\$5-6M) (\$1-1.5M) (\$1-1.5M)			✓	
<b>COMMUNITY &amp; ARTS</b>	New 18-32k SF Community & Arts Center @ Community Park	\$31-56M	✓			
<b>RECREATION</b>	Improvement to Silliman Center <ul style="list-style-type: none"> <li>• Improved Storage</li> <li>• Evaluate underutilized space for additional program opportunities</li> <li>• Evaluate additional gym and courts w/indoor walk/run track</li> </ul>	\$3-4M \$23-28M				✓ ✓
<b>DAVID W. SMITH CITY HALL</b>	Minor improvements to David W. Smith City Hall	\$1.5-2M				✓
<b>SERVICE CENTER</b>	Improvements to Newark Service Center <ul style="list-style-type: none"> <li>• New Admin Building</li> <li>• New maintenance bays (4)</li> <li>• Update locker/changing rooms and break room</li> <li>• Update HVAC in Shop Bldg.</li> <li>• Additional covered parking</li> </ul>	\$18.5-23M (\$3-4M) (\$7-8M) (\$2-3M) (\$.5-1M) (\$6-7M)			✓	
<b>FIRE</b>	New 8-10k Fire Station 27 New 8-10k Fire Station 29 Upgrades to Fire Station 28	\$15-19M \$15-19M \$1.5-2M	✓ ✓		✓	
<b>POLICE</b>	Minor improvement to Newark Police Department	\$2-2.5M			✓	
<b>SAFETY ISSUES</b>			\$52-500K			
<b>MAINTENANCE</b>			\$4.5-12.3M	\$7.4-10M	\$15.7-20.5M	\$45-57.6M



# Why We Need a Consultant

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## We need one Consultant to provide:

- Overall project management, including evaluating and securing funding sources; assisting in meetings, presentations, and public outreach efforts; and maintaining and managing a risk register, cost control, schedule control, and partnering process through the duration of the Project.
- Overall planning and preliminary design management, including procuring all consultants as necessary to obtain title reports; detailed site, topographic, boundary, utility and frontage surveys; geotechnical survey; CEQA reviews and documentation; Phase 1 and 2 environmental assessments; regulatory permitting; preliminary architectural, civil, and structural design sufficient to prepare necessary bridging documents for the design-build procurement; and value engineering.
- Manage all aspects of construction, including preparing solicitation materials for design-build services; selection and coordination with the design-build entity; review of all Project plans and documentation, inspections, special inspections, environmental compliance, invoice reviews, safety compliance, site security, prevailing wage compliance; processing requests for information, daily records, photo-documentation; procuring building furnishings and equipment; facility training and testing; as-built files; and resolving warranty issues.

# Consultant Solicitation and Review Process

## Selection Criteria

- Demonstrated alignment with the City's and ACFD's goals for Project success.
- Qualifications and experience of consultant team on similar projects.
- Demonstrated ability to effectively manage risks, costs, schedule and quality.
- Proposed fee and hourly rates.
- Satisfaction of previous clients.



### **REQUEST FOR PROPOSAL**

**Project Management Services**

**PROPOSALS MUST BE RECEIVED BY:**

**2:00 PM (Pacific Standard Time), Monday, December 8, 2025**

City of Newark  
Department of Public Works  
37101 Newark Boulevard  
Newark, CA 94560

**Points of Contact:**  
Miki Tsubota  
City Engineer  
(510) 518-5344  
[miki.tsubota@newarkca.gov](mailto:miki.tsubota@newarkca.gov)



# Consultant Solicitation and Review Process

## Why Mack5?

- Only proposal that provided complete and comprehensive project management services.
- Demonstrated alignment with the City's and ACFD's goals for Project success.
- Qualifications and experience of consultant team on similar projects with ACFD.
- Demonstrated ability to effectively manage risks, costs, schedule and quality.
- Satisfaction of previous clients (ACFD).





# Mack5 Experience



Tomales Fire Station



Cherryland Fire Station



Emeryville Powell Street Fire Station #34



Kentfield Fire Station



Kensington Fire Station



Alameda County Fire Stations



San Rafael Fire Station #52/Training Tower

# Preliminary Schedule

- By end of 2027 – Complete all planning, environmental reviews, preliminary design, and bridging documents
- By end of 2028 – Establish interim fire stations; procure design-build contractor
- By end of 2029 – Start construction of both stations concurrently
- By end of 2030 – Finish construction of both stations





# Staff Recommendation

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- Amend the Biennial Budget and Capital Improvement Plan to increase the Project Budget to \$4.5 million
- Execute an agreement with Mack5

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF NEWARK  
AND  
MACKS CRAIC, INC., dba MACK5  
FOR PROJECT MANAGEMENT SERVICES FOR THE FIRE STATIONS #27 AND #29  
REPLACEMENT PROJECT**

This Agreement for consulting services (“Agreement”) is made by and between the City of Newark, a municipal corporation, (“City”) and Macks Craic, Inc., dba Mack5, a California corporation with offices located at 1000 Broadway, Suite 260, Oakland, CA 94507 (“Consultant”), (together referred to as the “Parties”) as of March 27, 2026 (the “Effective Date”).

**Section 1. Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2031 and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as referenced in Section 8. Funding for services beyond the current fiscal year will be included in future City budgets but is subject to City Council approval of annual appropriations.

**1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and in the geographical area in which Consultant practices its profession.

**1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

**1.4 Time is of the Essence.** Time is of the essence. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, to meet the standard of performance provided in Section 1.1 and 1.2 above and to satisfy Consultant’s obligations hereunder.

**1.5 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 Labor Code applicable to public works, to the extent set forth in Exhibit C. Consultant shall waive, indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*

**1.6 Public Works Contractor Registration.** Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant 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 consultant 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 consultant is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No consultant or subcontractor of a consultant 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.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed four million three hundred ninety eight thousand two hundred twenty nine dollars, (\$4,398,229) notwithstanding any contrary indications that may be contained in Consultant's proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the Contract Administrator:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- Project name & number if applicable;
- Purchase Order number to expedite payment;

- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Final Payment.** [Intentionally omitted].

**2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

**2.5 Hourly Rate/Fees.** Unless the services provided are for a lump sum or flat fee, fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation cost proposal attached hereto as Exhibit B. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.

**2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, attached hereto and incorporated herein. Reimbursable expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by the City to the Consultant. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

**2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

**2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**2.10. Business License.** The Consultant is not authorized to perform services or incur costs whatsoever under the terms of this Agreement until Consultant applies for and has been issued a business license from the City pursuant to Title 5 of the Newark Municipal Code.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

**4.1 Required Coverage.** Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

<u>COVERAGE</u>	<u>TYPE OF INSURANCE</u>	<u>MINIMUM LIMITS</u>
A	<b>Commercial Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	<b>General</b> \$2,000,000 per occurrence; Bodily Injury and Property Damage \$4,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis
B	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
C	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease. Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement
D	<b>Professional Liability/Errors &amp; Omissions</b>	\$2,000,000 per occurrence \$4,000,000 policy aggregate; Any deductible or self-insured

Includes endorsements of retention shall not exceed contractual liability \$150,000 per claim
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**4.2 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement

b. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: City of Newark, its City Council, and all City officers, agents, employees, volunteers and representatives.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

e. **Certificates of Insurance:** Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to City, evidencing that all required insurance coverage is in effect. The City reserves the rights to require the Consultant to provide complete, certified copies of all required insurance policies.

f. **Subcontractors:** Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

i. The retroactive date of the policy must be shown and must be before the date of the Agreement.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.

iv. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

#### **4.3 All Policies Requirements.**

a. **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the City. Acceptance of Consultant's insurance by City shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.

b. **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

d. **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

**4.4 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:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- 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
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.**

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Consultant’s performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant’s obligation to defend and indemnify shall not be excused because of the Consultant’s inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a “construction contract” as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor 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.

**Section 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an

employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**6.2 Consultant Not an Agent.** 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.

## **Section 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

**7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

**7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender, or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**7.6 Registering and Monitoring.** Consultant shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a). Additionally, Consultant is hereby notified that this project is subject to compliance reporting and monitoring and enforcement by the Department of Industrial Relations. This Section shall only apply

if the project set forth in this Agreement is a project for public work, as defined in Labor Code sections 1720 through 1720.6, inclusive.

## **Section 8. TERMINATION AND MODIFICATION.**

**8.1 Termination.** City may cancel 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 termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all work product, including, but not limited to documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

**8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.
- 8.6.5 No remedy mentioned in this Agreement is intended to be exclusive of any other right, power, or remedy, permitted by law. Neither the failure nor the delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of any such right or remedy.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement and City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records should be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

**9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

## **Section 10 MISCELLANEOUS PROVISIONS.**

**10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

**10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

**10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by the City Manager, or his designee, identified as Miki Tsubota, City Engineer ("Contract Administrator"). All correspondence, meeting documentation, invoices and project deliverables shall be directed to or through the Contract Administrator.

**10.10 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, (ii) delivery by reputable overnight delivery service (e.g. Federal Express) which provides a receipt showing date and time of delivery, (iii) certified United States mail, postage prepaid, return receipt requested, or (iv) by email transmission. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Any written notice to Consultant shall be sent to:

Manil Bajracharya, Principal / Senior Project Manager  
Macks Craic, Inc., dba Mack5  
1000 Broadway, Suite 260  
Oakland, CA 94607

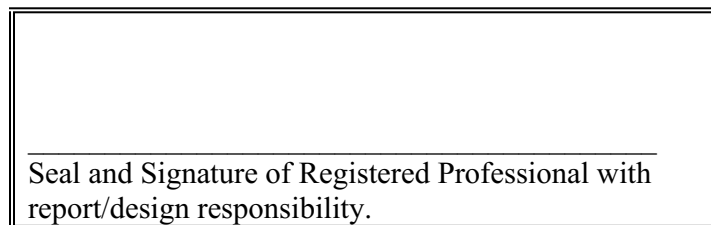
All other written notices to City shall be sent to:

Miki Tsubota  
City Engineer  
City of Newark  
37101 Newark Blvd.  
Newark, CA 94560

with a copy to

Kristopher J. Kokotaylo,  
City Attorney  
City of Newark  
37101 Newark Blvd.  
Newark, CA 94560

**10.12 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



**10.13 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represent the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A                      Scope of Services

Exhibit B  
Exhibit C

Cost Proposal  
Public Works Requirements

**10.14 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Agreement as of the Effective Date.

**CITY OF NEWARK**

**MACKS CRAIC, INC., dba MACK5**

\_\_\_\_\_  
DAVID BENOUN, CITY MANAGER

\_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
NEETU SALWAN, CITY CLERK

**APPROVED AS TO FORM:**

\_\_\_\_\_  
KRISTOPHER J. KOKOTAYLO  
CITY ATTORNEY

5638309.1  
Version 3.2.21

**EXHIBIT A**  
**SCOPE OF SERVICES**

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**EXHIBIT B**  
**COMPENSATION SCHEDULE**

## 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 eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty 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 Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply Labor Code Section 1775, which establishes a penalty of up to \$50 per day 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 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 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 Contractor 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.

#### DIR REGISTRATION

Consultant shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as set forth in Labor Code section 1771.1. 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.

## Approach & Scope of Services

The following pages provide our comprehensive Approach/Scope of Services for the City of Newark's Fire Station #27 and Fire Station #29 Replacement Project. Our approach is based on our experience with the planning phase of this project and our experience working with Alameda County Fire Department (ACFD), as well as other Fire Facility and Design-Build (DB) projects. Our services will be provided during planning for, designing, permitting, constructing and closing out the Project.

### PROJECT UNDERSTANDING

From the Initial Project Overview Report that mack<sup>5</sup> produced earlier this year, we thoroughly understand that a primary Project goal is to build replacement Stations that meet current code and operational requirements, and improve emergency response capabilities in the City. Therefore, we know it's a very important project for the City and its elected officials, the Newark community and ACFD, and that it must:

- address City and ACFD programming, performance and operational needs,
- meet latest Fire Station and essential services design standards,
- incorporate effective/current technology for communications/dispatch/training,
- have a well-vetted plan for interim Station locations/operations and location of training facility components at Station 27,
- have a process to confirm costs early on, followed by active/continuous risk mitigation to maintain budget control throughout the Project, and
- have comprehensive design & construction management to deliver the Project within both schedule and budget, and to desired quality/life cycle requirements.

In order for the Project to meet all these requirements, we also understand that the City requires a Project Management team with resources and expertise in:

- providing input for selecting locations of the interim Stations and Station 27's training components,
- efficiently/effectively delivering Design-Build Fire Stations (in particular with ACFD requirements), including comprehensive risk/budget/schedule management, and
- ensuring "good neighbor" public outreach efforts are in place, including for considering public feedback in the design process and addressing questions/concerns during construction phase.

We also know that program verification, optimizing program/performance needs vs. budget, and ensuring identified stakeholder priorities are considered during design will be Project priorities.

This means that the selected Project Manager must have the experience in public agency Design-Build delivery that's required to advocate for and represent the City's interests throughout the Project, from pre-design through Project closeout. With experience on 14 Bay Area public agency Design-Build projects, including 3 Fire Stations for ACFD and other public safety projects, mack<sup>5</sup> brings the qualifications to seamlessly fill this role, being constantly vigilant to maintain aesthetics, quality, durability, sustainability, schedule, and cost during design and construction, with primary focus on delivery of highly functioning Stations, on-time and on-budget.



acfd fire station #7  
(design-build)



acfd cherryland fire station #23

## APPROACH OVERVIEW

Our approach to managing all projects is to provide proactive management, emphasizing critical goals/priorities early on to establish a pathway to success, while also identifying areas of potential risk before any can develop into actual risks. We're very successful in this approach due to the experienced Project Managers that manage our projects, each with 15+ "years in saddle," allowing them to spot potential issues early on. For this project, mack<sup>5</sup> will also bring our knowledge of the ACFD's Fire Station program and operational requirements, as well as our established relationship with ACFD, to facilitate design and construction of the Project.



acfd fire station #25  
(design-build)

To that end, our team is led by Manil Bajracharya, with Project Manager Michael Drasnin providing day-to-day management. Michael and Manil have both worked on multiple Fire Station and Design-Build projects, including the ongoing ACFD Fire Stations #7, #22 and #25 project. During design phase, they will be assisted by David Ross, who has designed Fire Stations as a practicing architect, intimately knows the needs of these facilities, and has been extensively involved in Bridging Architect selection, Bridging phase and Design-Build Design phase for the ongoing ACFD Fire Stations #7, #22 and #25 project. During construction, our team will also include Tony Fuentes and Graciela Ortiz for Construction Management & Inspections. And throughout the Project, Dan Gee (who brings experience on ACFD Fire Stations #7, #22 and #25) will be available to assist with our management tasks as needed, and Cynthia Madrid will provide as-needed cost planning/estimating/VE/change order analysis. With this approach, we can be a step ahead of the Design-Build Entity (DBE) to protect the City's interests, while drawing on our experience to manage/work with the DBE in both Design and Construction. We'll also independently verify costs associated with any added work, whether requested by the DBE or City.

The mack<sup>5</sup> approach for the Project will also be based on these main precepts:

- City and ACFD program/operational needs must be thoroughly considered and addressed in planning/design processes and in minimizing operational costs
- the Design-Build Entity (DBE) must meet overall Project goals,
- the DBE's cost & schedule must be within the Project budget & schedule, and
- the City and ACFD must get a best-value project out of the Design-Build process.



acfd cherryland fire station #23

In addition, we would like to specifically note that our approach will ensure that the Bridging Architect and DBE comprehensively address City and ACFD scope such as:

- Codes & Regulations - understand those that apply specifically to Fire stations.
- Durability - use materials and finishes that are designed for 24/7 usage.
- Sustainability - meet California standards to reduce overall cost/environmental impact.
- Reliability - use equipment/systems with proven dependability in heavy-use facilities.
- Technology & Communications - install the right systems that balance technological advancements and ease of operation (including implementation of the alerting and ring-down systems).
- Service & Maintenance - select systems and implement servicing that is simple, accessible and reduces on-going maintenance.

Our steps for managing these key Project issues will be:

**Setup:** Our first tasks will be to update the Initial Project Overview Report's budget and schedule as needed. In addition, we'll develop a Project consultant procurement plan, and work with the City to finalize the location of temporary stations.



kensington fire station



kentfield fire station



tomales fire station

**Bridging Architect/Documents:** As quickly as possible, mack<sup>5</sup> will assist the City with the Bridging Architect RFP and selection. We will then work with the City, Bridging Architect and ACFD to refine the building program that was developed for ACFD’s single-engine station, along with spatial layouts, to be consistent with City goals and ACFD needs. The proposed design (including the architectural character) will be reviewed with the City and ACFD with a public outreach process to refine Project intent, to support comprehensive Bridging Documents that clearly communicate Project scope/quality/requirements to potential DBEs. Combined with Project Setup, this process will allow the City and ACFD, guided by our team’s expertise/experience, to control the Project narrative – without sacrificing innovation or creative thinking from the DBE.

**Consultant Procurement:** mack<sup>5</sup> will assist the City in procuring all necessary Project consultants. Initially this will include “early-on” CEQA, Environmental, Geotechnical, Surveyor, etc. consultants, followed later by Commissioning, FF&E, and others as needed for design and construction.

**Project Approval, Utilities:** mack<sup>5</sup> will assist the City with approval of the Project from all agencies including City Planning, Building, Public Works, ACFD, County Health (if needed), County Environmental (if needed), BAAQMD and any others required. Our team will also assist the City in ensuring utility applications are timely submitted and approved, so that these do not impact the construction schedule.

**Design-Build Entity (DBE) Process:** A primary key to every successful Design-Build project is selection of a qualified DBE: a team player, firmly focused on delivering the Project while maintaining design intent within budget. After assisting the City with evaluating, identifying and selecting the best-value DBE proposal and getting that DBE under contract, mack<sup>5</sup> will be constantly vigilant so that the DBE maintains scope, aesthetics, quality, durability, sustainability, schedule and cost during design and construction. Throughout the process, we’ll stay on top of cost, value engineering (VE), design document review and schedule, to maintain budget, schedule and quality.

During DBE design phase, in conjunction with all Project team members, we will ensure the Project is developed according to all Bridging Documents requirements and its design doesn’t deviate significantly in program and quality. During construction, we’ll proactively monitor/independently observe all work on the Project, to spot any issues before they can become problems that affect project cost or schedule. We will also ensure that the DBE completes a thorough closeout process, leaving no loose ends.

**Risk/Cost/Schedule/Quality/Process Management throughout the Project:**

In providing effective overall Project Management, our proven approach for managing the Project, which we’ve successfully used on all our projects, will be to:

- provide proactive services – always endeavoring to identify and stay in front of issues before they affect cost/schedule/quality,
- assign mack<sup>5</sup> team members with the experience/expertise that allows them to be proactive,
- develop a credible, vetted Total Project Budget and Master Program Schedule – credible being the key – to ensure that each can actually be achieved, while delivering required quality. mack<sup>5</sup> already “drafted” these two tools in our Initial Project Overview Report; once on, we’ll get a full understanding of all the parts and pieces of the Project to finish building them out as key management tools, and then constantly review/monitor them and promptly address any issues that may negatively impact them, to ensure they are achieved, and
- manage/monitor design and construction processes to ensure that despite the inherent risks and challenges of construction (see end of this section for Potential Project Risks/Challenges), the Project is constructed within budget/schedule, without compromising any required quality/sustainability/technical specifications.



petaluma public safety facility & fire station / eoc (design-build)

### overview



alameda county fire department headquarters / city of dublin joint use public safety complex

### funding sources

### risk register

Design-Builders carry the risk associated with design, cost, schedule and quality, under a contract where they must design and build projects that meet project requirements within an agreed budget/schedule. Based on our experience, we know that paying close/constant attention to these to identify and mitigate any potential impacts to the Project in both design and construction is a key to successful project completion. We also know that advocating and being the internal liaison to represent, coordinate and communicate all owner interests and needs, as well as coordinating/communicating the activities of all project participants, is critical for project success, in this case for the City, ACFD, Bridging Architect, DBE, and other stakeholders as appropriate.

## PROJECT MANAGEMENT

mack<sup>5</sup> will be the City's representative and advocate throughout the Project, to ensure Project goals/objectives/requirements are met. As part of this representation, we will attend Project meetings and interface with ACFD, the Bridging Architect, DBE, other Project consultants and the Project's Authorities Having Jurisdiction (AHJs), to represent the City's interest.

Using our experience managing ACFD projects and providing services on over 150 local public agency projects with their many AHJs and PG&E, our team will also facilitate plan approvals, permitting, utility applications/permits, and inspections during design and construction.

mack<sup>5</sup> will take the lead during all phases of the Project to ensure both Bridging and DBE design documents meet Project and City goals. We'll also ensure the DBE team works collaboratively with the City, ACFD and other Project team members to successfully deliver the Project – **on schedule, on budget**, and with desired quality/functionality. Our management of the Project will be based on these key tasks:

- Overall management of the Project, always representing the City's interests
- Project Setup
- Project Cost/Schedule Management
- Bridging Architect Procurement
- DBE Procurement
- Review Design Documents
- Value Engineering Recommendations
- Contract management
- Monitoring progress of design and pre-construction activities
- Monitoring of compliance of construction work with plans/specifications
- Changes management
- Project communications management
- Project Closeout management

As we've done for many local public agencies we've worked with, we will assist the City in evaluating and securing funding sources as needed, including City, state and federal sources, as applicable for the Project.

Design-Build projects allow the risks associated with design, cost and schedule to be transferred to the DBE early on. Owners are able to lock in costs, in turn making the DBE responsible for unforeseen cost escalations and changes in market conditions. However, if the Bridging Documents used for the DBE RFP are not comprehensive and schedule delays take place due to owner issues, the DBE can ask for additional time/costs. Using our knowledge and expertise, our team will ensure that the City and ACFD are protected, so that the Project is completed on time and on-budget.

In assisting the City with maintaining and managing the Project's Risk Register we will help develop the Register, including holding planning sessions with the City/Bridging Architect/DBE and supporting with assessment, identification (with schedule/cost impacts analysis) and mitigation strategies for anticipated risks.

We will then actively monitor (and update as needed) the Register throughout all Project phases, to mitigate risks and provide approaches for staying ahead of potential cost, schedule and other impacts. Information from the Register will also be used to estimate additional cost exposures, as well as in financial reporting.

## public outreach

## cost control



san pablo police facility  
(design-build)



san pablo city hall  
(design-build)



richmond city hall & eoc  
(design-build)

Starting from Bridging Documents Phase and continuing throughout the entire Project, mack<sup>5</sup> will assist the City with public outreach to residents, local businesses and other entities operating in the Project areas, including notifications and communications, community outreach, and responding to questions/concerns. In addition, we'll work with the DBE to keep the Project a "good neighbor" during construction, including communication/outreach/notifications to residents, local businesses and other facilities as needed regarding construction activities.

On a public project, the agency is ultimately responsible for completing the project in a manner that fulfills all project goals. As the Project Manager on the Project, mack<sup>5</sup> will represent the City's interests to do this, through processes and controls that maximize the value of every dollar spent, to deliver the Stations within budget. We will also establish effective tools for communicating and reporting Project financial status to the City and its representatives.

**Budget:** Establishing a total project budget and then tracking costs is crucial to managing/controlling total project cost. To facilitate this, mack<sup>5</sup> will use our proprietary Cost Model Manager (CMM) to identify, develop and memorialize all categories of Project expenditures, both hard and soft costs. We will use the CMM as a cost tracking and reporting tool, in a format that meets City and Project needs, including an executive summary of Project costs. We'll actively maintain and manage the Project budget for savings, advising as to potential variances between actual and budgeted/estimated costs. In addition, mack<sup>5</sup> will assess cost issues, provide recommendations for resolving variances, and make necessary budget line-item adjustments.

**DBE Cost Tracking:** To be able to manage/control a project's total budget, the DBE cost must be managed/controlled. To that affect, we will actively monitor DBE quality, scope and costs during design and construction to enhance value and ensure the Project stays on budget. We will also ensure the City is properly credited for any scope removed from the Project and/or work that was not performed. Since the DBE contract amount will be the largest single expense in the overall Project budget, it is critical that we proactively track DBE costs, to maintain overall budget. With close to 20 years managing Design-Build projects, we know the cost issues to monitor on these contracts (including the DBE's use of contingencies) to ensure budgets are met.

**Cost Estimating:** With our in-house cost estimating staff, mack<sup>5</sup> will assist the City in reviewing Bridging Architect cost estimates to ensure they are reasonable and realistic. Once the DBE is on board, we will monitor their construction costs. Senior Cost Manager Cynthia Madrid has estimated and reconciled many Design-Build projects, as well as Fire Station and Public Safety facilities, and will bring high expertise to these reviews.

**Value Engineering (VE):** Value engineering is an important tool in cost control, to analyze best-value design alternatives (materials, systems, etc) and provide the best balance of cost and design, performance and durability. mack<sup>5</sup> has experience with analyzing costs on many VE efforts, and will bring this experience to the Project if a VE exercise is needed to bring costs during design phase into budget.

**Change Orders:** mack<sup>5</sup> will develop and maintain a change control system that tracks all cost/time issues during for the duration of the Project. We will also review the DBE's cost proposals and requests for changes to the work, contract price, and/or construction schedule. We will then assemble information concerning the request, evaluate/analyze/negotiate requests for the amount, and make recommendations to the City regarding approval or rejection of each proposed change, with required back up documents. We will report evaluation results in a form acceptable to the City, including scope, reason and proposed cost, and to quantify any delays.

## schedule control



Jay Mahler Recovery Center  
(design-build)

## partnering & communication process



Reach Ashland Youth Center  
(design-build)

In addition, we will prepare change order authorizations for City approval, and adjust prices of contracts accordingly. Senior Cost Manager Cynthia Madrid and our MEP cost estimators bring extensive construction pricing experience to the City, which we will use to go head-to-head with the DBE on change order review and negotiations.

mack<sup>5</sup> will also lead analyses of any construction claims and/or disputes, representing the City's interests in resolving them and consistent with applicable law and City contract requirements.

A critical part of successfully completing the Project is defining/developing a credible, vetted overall schedule, and then managing it all the way through to meet its completion date. Identifying potential problems, as well as staying ahead of/resolving them in a timely manner, is critical to maintaining schedule, especially during construction. So in managing projects, ***we are proactive, not reactive*** – with a goal to always be ahead of the designers and contractors in identifying issues before they become problems that affect schedule. When issues and problems do arise, we work closely with the designers and contractors to help resolve them as quickly as possible in order to maintain schedule.

Understanding that one of the Project goals is to finish it as early as possible, we will help develop an overall Project schedule that allows the City to leverage our knowledge of the Fire Station 27 and Fire Station 29 Replacement Project, public agency requirements, ACFD program and operational requirements and DBE delivery process options, including exploring a multiple permit strategy for early construction start and a rolling punch list process. All these will optimize schedule without compromising the design and construction processes. We will then proactively manage the overall schedule, updating it as the Project progresses, with input from stakeholders, Bridging Architect and DBE, while ensuring that Project team members work together to maintain it.

After ensuring it aligns with the Project schedule, we will review/approve/monitor the DBE's detailed construction schedule (which must clearly show City/ACFD and City-direct vendor activities for tracking and timely action) and notify the DBE of any non-compliance as construction progresses. As the Project progresses, we'll work with the DBE to make adjustments as needed to ensure the overall schedule stays on track and meets goals. We will also facilitate timely decisions and problem resolution, which are critical to maintain work flow. We understand the "parts and pieces" of complex construction projects, their inter-relationships and the inherent nature of changes, which allows us to help projects have realistic schedules and manage them to meet agreed completion dates. We will also review DBE look-ahead schedules, monitor their procurement of long-lead items, and provide critical path analysis/deviations from previous schedules.

As the City's PM, mack<sup>5</sup> will coordinate and communicate with Project stakeholders: City/ACFD staff, Bridging Architect, DBE, other City consultants, inspectors, special testing firms, utility providers and AHJs. Our approach with all Project team members/partners, particularly the DBE, is to create a cooperative atmosphere, where all participants work towards the common goal of successful project completion.

We will also keep key City and ACFD staff, and stakeholders informed of Project progress, critical decisions and critical issues. In addition, we will also manage and coordinate the activities of all Project participants, including City, ACFD, Bridging Architect, DBE and other stakeholders as appropriate. We have done this kind of coordination on most of our public agency projects and know the interaction that's required to coordinate with the multitude of stakeholders that are involved in public agency projects.

One of our key communication tools for the owner team is a project's Monthly Status Report (MSR), which provide updates on schedule, budget, key project issues, and any potential risks, along with photos as applicable, and any important logs. mack<sup>5</sup> will customize the MSR for the City (as we do for all owners) to ensure it addresses any unique Project issues.



san pablo women, infants, and children (wic) building (design-build)

### process management



sandy turner ii training and education center (design-build)

### setup phase

### consultant procurement

### permitting & utilities

Our central approach to coordination/communication with Project team members is to be responsive and maintain respectful, team-oriented relationships. We are persistent, firm, and respectful with designers, consultants, contractors, utility providers and permitting agencies. Our coordination and communications approach/scope also includes:

- identifying coordination needs based on our experience with Design-Build delivery,
- regularly coordinating with the Bridging Architect and DBE teams, as well as other Project consultants (testing & inspections, owner-direct consultants),
- establishing and using protocols for communication with all Project participants based on City/ACFD/Project needs and our own experience,
- acting as liaison for coordination of City’s internal and ACFD processes (including decision making and approval points),
- representing the City with Project stakeholders and assisting the City in coordinating with community representatives as needed, and
- being available to quickly answer questions from/provide information to stakeholders.

mack<sup>5</sup> will attend planning/pre-construction, design phase and construction meetings with the City, ACFD, Bridging Architect, and DBE as needed. We will represent and protect the City’s interests at meetings regarding such matters as contract administration procedures, progress, scheduling, change orders and other matters affecting design and construction, to resolve issues and keep the Project on track. We will also ensure key City staff and stakeholders are informed of Project progress and critical issues/decisions that may arise.

In addition, we will ensure that accurate Project documentation/communication records are maintained, including items such as meeting minutes, action items and decision logs.

## PLANNING & PRELIMINARY DESIGN MANAGEMENT

mack<sup>5</sup> will assist the City and ACFD in overall planning and preliminary design management as detailed below.

Once on board, mack<sup>5</sup> will initiate Setup phase; working with the City/ACFD, we will update the Initial Project Overview Report’s budget and schedule. At the same time, we will also fully develop our plan for managing the Project. Our plan will provide a baseline for Project delivery and performance, as well as guidelines for implementing/executing design and construction from planning through closeout.

In addition, we will work closely with City staff and ACFD to finalize the temporary station locations, define/memorialize Project goals/objectives and develop Project scope, schedule, budget, quality control, risk management strategies and Project Team roles/responsibilities.

We will assist the City with procuring all consultants (including but not limited to CEQA, Geotech, Environmental, Surveyor, Environmental, FF&E, etc as necessary to obtain title reports; detailed site, topographic, boundary, utility and frontage surveys; geotechnical survey; CEQA reviews and documentation and Phase 1 and 2 environmental assessments, as well as for overall design and construction of the Project. We will assist with developing RFPs, proposal review, selection and contracts for all consultants needed for the Project.

mack<sup>5</sup> will work with the City and DBE to ensure Project entitlements, planning approval and the permitting process – including for the Temporary Stations and potential multiple permit packages – are timely in place. Delays from these tasks could result in schedule extension and added cost, so timely approvals are critical. mack<sup>5</sup> will ensure the Bridging Architect and DBE are meeting all requirements when they submit for these approvals.

## bridging architect selection

The Bridging Architect, in conjunction with mack<sup>5</sup>, will identify all required utility and permit applications, including but not limited to PG&E gas and electric, water, sewer, generator and any other utilities that may affect Project schedule, including any for the specialty scope of fire communications. We will ensure the Bridging Architect team starts outreach to utility providers and City Planning to identify their requirements early on. We will also verify that the DBE RFP and contract include responsibility for all Project utility and permit applications

## preliminary design



acfd fire station #25  
(design-build)

With our knowledge of ACFD's Bridging Architect procurement process and the overall Design-Build process, mack<sup>5</sup> will develop the Bridging Architect RFQ/P and its scope of service. Well-conceived BOD/Bridging Documents are crucial to managing and controlling the DBE's design phase, which starts with ensuring the Project has a qualified Bridging Architect that understands both the Design-Build process and Fire Station requirements. To generate interest, so the City receives proposals from qualified firms – those with Fire Station construction experience, we will reach out to firms we feel are a good fit. We'll also review responses/help the City evaluate them, provide input for selection and assist with contract award.

Once the Bridging Architect is on board, they will work with the City, ACFD and mack<sup>5</sup> to develop/fine tune the Project program document from the ACFD's single-engine Station program document (developed for the ongoing ACFD Fire Stations project) and a conceptual design, capturing scope and requirements including planning guidelines, aesthetics, quality, Fire operational/functional requirements, safety, security, LEED, budget, and schedule. In this phase they will also obtain community input for consideration in the Project's Bridging Documents design.

David Ross, who has designed 8 Fire Stations and worked extensively with ACFD on preliminary design/Bridging design/DBE design phases, intimately knows the needs these facilities must meet, and will be the lead during all Project design phases (Preliminary Design, Bridging Documents and DBE Design). David will bring high-value, in-depth knowledge of the Design-Build delivery design process and Fire Station design requirements/best practices.

## bridging documents

Bridging Documents guide not only the Project's design intent but also document performance criteria, prescriptive requirements, and massing/layout options, as well as FF&E, IT and specialized Fire scope, e.g. communications (such as G2 System, dispatch, backup/redundant internet connection) are documented/included. The Bridging Documents will include detailed space plans, site layouts, systems narratives, performance criteria and preliminary drawings/specifications, and must also allow the DBEs leeway to provide viable cost-effective options that don't compromise quality and aesthetics. Through our work on the ACFD Fire Stations project, we are very familiar with ACFD requirements, which we will ensure are incorporated in the Bridging Documents.



highland hospital  
acute tower replacement  
(design-build)

The Project's comprehensive Bridging Documents will be at Schematic Phase design and are crucial to controlling quality and costs during the DBE's design phase. Through our experience in leading design teams during design, in particular through the detailed knowledge of ACFD's requirements and the expertise of David Ross, we will ensure that all program elements are addressed, the documents are clear/complete/without scope gaps and budget is met, including review of the Bridging Architect's cost estimates to confirm the design continues to meet budget. Throughout the process, we will conduct informal meetings with the City Planning Department, Building Department, ACFD, and other stakeholders as needed, and coordinate with the Bridging Architect to develop/deliver a presentation to the City Council for Project approval.

mack<sup>5</sup> knows that achieving early cost certainty is a priority, and mitigating risk to maintain budget control throughout Bridging Documents development is paramount and a priority for public agency projects. So our in-house cost estimating staff will assist the City in developing initial estimates (including different options if necessary), followed later by review of the Bridging Architect's cost estimate to ensure it meets

## value engineering

## design-builder procurement



1111 jackson street  
tenant improvements  
(design-build)



alameda county fire department  
headquarters / city of dublin  
joint use public safety complex

the agreed budget (and reconcile costs with their estimator if needed). We'll also work with the City, ACFD, and Bridging Architect to effectively balance quality/performance with staying on budget (value engineering). This effort will be incorporated in the Bridging Documents, to provide direction for the DBE. Senior Cost Manager Cynthia Madrid has estimated, reconciled and provided "balancing" input on many Fire Station/Public Safety Design-Build and hard-bid projects, bringing high expertise to these tasks.

mack<sup>5</sup> will confirm with the Bridging Architect that in addition to defining all program/scope/quality requirements, their Bridging Documents:

- comply with all regulatory AHJ requirements, and all necessary permitting requirements are addressed before the Bridging Documents are issued as part of the DBE RFP, and
- clearly define warranty provisions, quality standards, quality assurance, and control expectations to protect City interests/maximize value for the Project.

mack<sup>5</sup> will work with the City, ACFD and Bridging Architect to suggest VE ideas for cost efficient Bridging Documents designs/alternatives, to manage/control costs and provide optimum operational value.

## MANAGEMENT of DESIGN BUILD PHASE – DBE PROCUREMENT / DESIGN PHASE

One of the most important Project team members will be the Design-Builder, who will design and build the Project to design intent within an agreed budget, while having the risk associated with design, cost and schedule. Thus for a successful Design-Build project, it's critical that the City have a qualified DBE team on board. This will help ensure that design intent is met during design phase, and construction is built to approved plans/specs. During both design and build phases, the Project Manager must also closely and proactively monitor budget and schedule to help ensure they are maintained, with no surprises. From managing DB projects, mack<sup>5</sup> has the experience to do this and we will bring it to the table for the Project, representing the City with the DBE.

In addition, Design-Build is a collaborative process where the owner team and DBE work together to achieve Project goals. Therefore, it's imperative that the DBE be a team player who is not only qualified, but also has a team (DBE staff, Architect, Engineers, Subcontractors, etc) that understands the Design-Build process and will work with the City's team from design through construction/closeout to make the Project a success. So bringing on a qualified DBE begins with selecting a DBE team with the necessary expertise (including public safety facilities) and a track record of teamwork.

From our experience in assisting with and creating multiple DBE RFQ/P documents, including those for the ongoing ACFD Fire Stations project, we will bring valuable insight to advise the City on RFQ/P content, knowing the issues that must be included to develop a detailed RFQ and RFP Bid Package, as well as the most effective way to organize the RFQ/P. We will ensure that all City legal and process requirements are identified and included. We will also facilitate the Bidding process, including conducting pre-proposal meetings, responding to DBE inquiries/questions, and issuing addenda as necessary.

Working with the City, mack<sup>5</sup> will develop the RFQ (with requirements/qualifications criteria/Project scope) and the RFP Bid Package (Bridging Documents, bidding requirements, contract terms, etc). We will manage the RFQ and RFP processes in accordance with Public Contract Code, where we will advertise/generate interest among qualified DBE teams, review/evaluate responses and manage the RFQ shortlist and RFP selection processes. Once the best qualified DBE team is selected, we'll manage contract negotiations (including final costs) and support the City on its contract award process, including verifying contractual requirements (e.g. bonds).

## design phase: overview



atherton town center, police department & eoc



petaluma public safety facility & fire station / eoc (design-build)

For Design-Build delivery to be successful, the DBE must be a partner throughout the process. To ensure a collaborative DBE is selected, we will vet proposals thoroughly; reviewing and analyzing responses with an evaluation system we've developed over time, including identifying exceptions/deviations from the RFP Bid Package. As part of our evaluations, we will coordinate/conduct interviews with the City/ACFD panel and help the City shortlist the most qualified teams based on their experience, capabilities and alignment with Project goals.

While Design-Build procurement is geared towards best-value delivery, its design architect/engineers are under the DBE contract, and to keep design team fees low, DBEs tend to limit designer participation, which can result in inadequate design development, leading to issues during construction. And if the DBE design team is not on site as needed during construction to observe the work, the owner team must be extra vigilant. To address this, in the RFQ/P we would propose to include requirements for DBE design team participation/involvement during construction. This will give the DBE design team more control over their work and provide better service to the Project/City.

During the DBE design process, the City, ACFD staff and mack<sup>5</sup> will actively engage the DBE in a cooperative process, focused on delivering the Project with best value. During this phase, we will ensure the Project is developed according to Bridging Documents requirements and the design doesn't deviate significantly in program and quality. We will bring any suggested changes to the City and ACFD's attention (if needed) in a timely manner for full vetting, and any accepted changes will require approval by the City/ACFD team and mack<sup>5</sup>. Reconciliation of scope/cost with the DBE will be of utmost importance in ensuring best value and that the DBE does not try to cut corners. We will also ensure that the design development process is per established industry standards, with required approvals from the City's team at each stage.

At the same time, knowing that the Design-Build process allows the DBE to interpret Bridging Documents, our team will be vigilant in ensuring the DBE doesn't interpret Bridging Documents to their benefit, to lower their costs. Through the many Design-Build projects we've managed, mack<sup>5</sup> has a wealth of expertise in this area, which we'll use to protect City interests in DBE design phase.

During design we will oversee and manage the DBE's design documents, including:

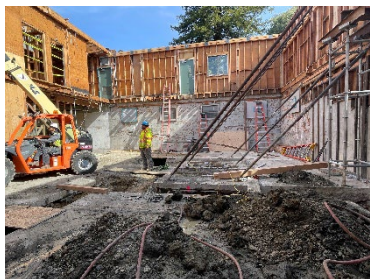
- provide ongoing design document review of design documents to ensure Project requirements and ensure the Project's aesthetics, quality and life cycle (including LEED if needed), as well as City specific planning guidelines, are not compromised,
- review/approve DBE design submissions at each stage (schematic, design development, construction documents) to ensure conformance with Bridging Documents and other City/ACFD requirements,
- confirm design document review changes are incorporated to verify construction documents are complete and ready for AHJ approval, permitting and construction,
- coordinate design reviews with the City, ACFD, stakeholders, permitting agencies for timely feedback/decisions,
- confirm the DBE complies with all applicable local, state, and federal regulations, including safety, labor, environmental requirements,
- ensure the DBE engages early on with utility companies (especially PG&E) to coordinate utility requirements/avoid potential delay,
- monitor DBE progress versus agreed schedule, always looking ahead to identify/mitigate issues in order to maintain schedule, and
- Identify long-lead items and work with the DBE to develop a procurement plan that ensures timely ordering and delivery to maintain schedule.

**design phase:  
value engineering**

**inspections  
(quality control)**



tomales fire station  
(construction phase)



kensington fire station  
(construction phase)

Our process will also include coordinating initial plan approvals and ensuring that any required re-submittals address all required issues and comments. In addition, our team will help facilitate permitting and utility applications/permits.

The City and ACFD must also “keep up” with the Design-Build process by making timely decisions, so that design reviews are timely completed to maintain overall schedule. In addition, City-direct consultants (FF&E, IT, specialty consultants, commissioning, etc) must be procured and their work must be coordinated and timely, to maintain DBE design process. The mack<sup>5</sup> team understands that City/ACFD delays may allow the DBE to mask their own delays, opening the door for potential schedule extension requests and their added costs. To protect City interests, we will review the DBE design schedule to ensure it identifies/allows reasonable durations for City activities/processes. These processes include decision making, design review, planning, entitlement & permitting, and City-direct consultant work durations and coordination.

We’ll also look to the DBE for Value Engineering ideas to help manage/control costs and maintain quality/performance, while ensuring they stay within budget and provide operational value. We will vet/analyze VE suggestions to confirm they don’t compromise quality/performance/life cycle, and verify proper credit for accepted VE suggestions.

### MANAGEMENT of DESIGN BUILD PHASE – DBE CONSTRUCTION PHASE

Quality control covers not only construction, but all phases of projects – to ensure they’re delivered with desired quality/functionality, and with successful integration of project requirements/timelines. Our Quality Control approach recognizes that these major considerations impact project quality:

- the physical components of each project,
- the quality and thoroughness of planning/setup,
- the PM/CM’s experience and capacity,
- the design team’s experience and capacity, and
- the construction team’s experience and capacity.

In construction, our QC goes beyond traditional testing and inspections, to regularly inspect/monitor on-site work progress/safety and compliance with plans/specs and schedule, reviewing work plans/submittals, and observing means/methods. While the DBE is ultimately responsible for ensuring their design is constructable and meets all Project requirements – programming, design, quality, code, jurisdictional, functional, operational – the owner’s team needs to do its own due diligence to verify the DBE is staying on course.

Based on regularly inspecting/monitoring, mack<sup>5</sup> will work with the DBE to identify corrective measures and resolve issues, and document any observed noncompliance issues to the City and DBE. We’ll also maintain site visit reports, weekly progress reports and photographic and video documentation of work progress.

Our construction site monitoring will also include coordination with utilities, City inspectors, AHJs and City-direct consultants. As part of our site presence, we will also lead site tours for stakeholders; maintain Project documents on site, assist in coordinating permit inspections, and respond to the community regarding construction-related issues.

In addition, we’ll verify the DBE fulfills its responsibilities for quality assurance, conducts quality control checks, performs required special inspections and meets all AHJ requirements. mack<sup>5</sup> will also verify the DBE maintains accurate as-built drawings and other required documentation throughout the construction process, to ensure up-to-date documents are available.

We will also administer the DBE (and other City-direct consultant contracts) to ensure contract compliance and timely performance, including regular review of the DBE's work for completeness, accuracy, quality, and coordination. mack<sup>5</sup> will endeavor to guard the City against defects and deficiencies in the DBE's work, promptly reporting any observed material defects in the work to the City and DBE in writing. We will analyze such issues, and if the DBE is determined not to be performing as per the contract documents, notify the DBE of non-compliance and take immediate steps to protect the City and resolve the issue.

**special inspections**

Our team, through subconsultant Applied Materials & Engineering (AME), will provide all required third-party Special Inspections & Materials Testing required on the Project. AME has worked under and with mack<sup>5</sup> on a wide variety of projects, including the San Pablo Police Facility and Atherton Civic Center, Police Department & EOC.

In addition to Special Inspections & Material Testing, mack<sup>5</sup> can provide subconsultant services for SWPPP QSP, Commissioning, LEED consulting, Move Planning and other services under our contract, should the City require.

**environmental compliance**

mack<sup>5</sup> will continuously monitor the DBE's compliance with the Project environmental requirements and all applicable environmental laws/regulations. Any non-conformance will be promptly brought to the DBE's attention, and we will ensure that the DBE makes necessary mitigations.

**invoice review / change orders**

mack<sup>5</sup> will review all Project invoices, including Bridging Architect, DBE and City-direct consultants, to ensure amounts billed reflect work progress and make approval recommendations.

We will also track all potential change orders (PCOs), verify that necessary information is included for review, confirm validity/estimate value for review/negotiation with the DBE team, and evaluate schedule impacts (if applicable). We'll also review PCOs with the City, and provide recommendations for acceptance or rejection, and maintain a log of all potential and approved change orders (including preliminary estimates for potential issues), in order to quantify the potential cost exposure to the City.

**safety compliance**

mack<sup>5</sup> will review and monitor the DBE's safety programs, ensuring compliance with contract and Cal-OSHA requirements. We will notify the DBE if they are not following their safety programs and the Project's requirements. We will also monitor their compliance with Cal-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the State.

**site security**

We will monitor and verify that the DBE follows all contract requirements for security, fencing and noise, to protect and secure the sites for the safety and tranquility of neighbors adjacent to it and the general community.

**prevailing wage compliance**

mack<sup>5</sup> will monitor the DBE team's submittal of certified payrolls to the Department of Industrial Relations. Should the Project require full Labor Compliance services, we can bring a labor compliance subconsultant under our contract (as an additional service).

**rfis and submittals**

Before construction starts, mack<sup>5</sup> will ask the DBE to create a Project submittal list. We will review the list with the City and ACFD (if needed) to determine which submittals need to be reviewed by the owner team. mack<sup>5</sup> will then monitor the DBE's RFI and submittal process, including dates and actions taken, coordinating RFIs/submittals requiring City/ACFD input, and notify any party that is delaying the process. We will also review RFIs, shop drawings, product data, samples and other submittals as needed. We will notify the City of any material differences between the submittals and approved contract documents, manage the RFIs/submittals that require City/ACFD review, and review all DBE product substitution requests to ensure the proposed substitution meets the requirements of the Project.

site records & photo-  
documentation

ff&e procurement

punchlist

facility training & testing



acfd cherryland fire station #23

as-builts

warranty issues

closeout tasks

During construction, we will maintain site visit reports and site progress photo and video documentation. We will report to the City and DBE regarding any issues observed, and assist in resolution of construction-related issues. mack<sup>5</sup> will also collect all site-related documents from the DBE, including daily field logs.

mack<sup>5</sup> will assist the City in procuring an FF&E consultant and the City/DBE in coordinating design and installation of FF&E, IT, tel/data/communications. Furniture requirements must be coordinated in design documents to avoid changes during construction that could delay the Project. In addition, we'll coordinate procuring the services of a furniture vendor, including identification of potential vendors and assisting in bringing them under contract with the City.

We'll also help the City procure IT, Commissioning and other specialty consultants as needed.

## MANAGEMENT of CONSTRUCTION – CLOSEOUT PHASE

Upon substantial completion, mack<sup>5</sup> will conduct a punch list walk with the DBE and City staff (and ACFD staff if needed). We will review the punch list created by the DBE and monitor the punch list process for timely completion by the DBE. We'll work with the DBE team to review the work for completion, track/review any issues, and report status to the City. When all items have been appropriately addressed and corrected, we will recommend that construction be deemed complete.

From experience, we know that system start-up, commissioning, and training procedures must also include the specialty systems specific to public safety facilities. In addition to the conventional mechanical and electrical systems, we include comprehensive protocols for testing and implementing specialty systems such as ring-down and notification system, dispatch, radio communications, generator and back-up power configurations, exhaust extraction, and other specialty systems such as photovoltaics or alternative energy systems.

During commissioning, mack<sup>5</sup> will oversee systems and equipment testing to ensure each system component is functioning correctly, integrated systems are working together and systems are meeting performance requirements. All testing and observations documentation logged by the Commissioning Agent will be reviewed and integrated into the master Project schedule to ensure adequate time for testing, balancing, and system verification. We will then work with the DBE teams to close out all open/unresolved items on the log ensuring that building equipment & systems are performing, as required by the design documents.

In addition to monitored start-up and commissioning procedures, we will facilitate effective training materials and sessions by the DBE on these systems to ensure users know how to operate and use the new buildings' functions.

Ensuring successful closeout means all Closeout tasks and materials/documents are timely provided by the DBE. In order to ensure this, we will ask the DBE to develop a comprehensive Closeout Matrix, listing all training, punch list walks, final inspections, warranties and O&M manuals, as-built documents, etc. that are needed to close out the Project. We'll vet the list and ask the DBE to distribute it to all their subcontractors, to make them aware of the items needed from each for Closeout. In some cases, we would also recommend to the DBE that they start collecting Closeout items as construction is progressing, if reasonable to do so.

mack<sup>5</sup> will also coordinate all Project close-out activities including maintenance personnel training, as-built drawing review for adequacy, O&M manuals/warranties are provided, final pay application review and warranty management setup, ensuring no "loose ends" are left. In addition, we'll ensure building system start-up, testing and commissioning are completed, and all systems function as designed. We also will ensure the DBE complies with all contract Closeout requirements to achieve final completion, with all approvals in place verifying that work has been performed and accepted by each AHJ.



reach ashland youth center  
grand opening  
(design-build)



acfd fire station #34

We will also:

- ensure the City obtains all required permits, certifications, and approvals for occupancy/use,
- ensure no active outstanding stop notices,
- enforce the DBE's maintenance responsibilities after Project completion,
- assist the City with warranty issues as needed after final completion,
- organize and transfer final Project documents to the City,
- facilitate the City's final inspection and acceptance of the Project, and
- assist the City with the Project closeout report and approval of the DBE's final payment application, along with attending/presenting at the final acceptance City Council meeting if needed.

In addition, mack<sup>5</sup> will provide move-in coordination support for ACFD staff to move back to the station. At the end of the warranty period, we can also assist the City in conducting a pre-warranty expiration walk with City/ACFD staff to ascertain how well the Project is "holding up" and address any outstanding warranty related issues.

## POTENTIAL PROJECT CHALLENGES / RISKS

Some of the key challenges/risks associated with the Project are listed below; the mack<sup>5</sup> team will work with the project team to address them if needed and mitigate their impact.

- **Environmental and Geological Conditions**

The Project sites do not yet have environmental and geotechnical studies. Depending on the results of the environmental study, the sites may require remediation work. In addition, if liquefaction or other soil issues are discovered during the geotechnical study, site soil conditioning and foundation design requirements may be impacted. These kinds of potential environmental, soil conditioning and foundation design requirements would have time and cost impacts on the Project.

- **Tariff Impacts**

All construction projects are facing the uncertainty of cost increases from new tariffs on construction materials, though potential impacts are not yet solidified.

- **Temporary Fire Stations**

Since the construction of the new Stations can't start until the Temporary Stations are complete and operational, identifying Temporary Station sites and developing them to operate as Temporary Stations will be critical to maintaining schedule.

- **Training Facility on FS27**

To optimize use of the FS27 site, the current training tower may need to be relocated to another location on the site. This will need to be looked in to and resolved during the bridging phase as expeditiously as possible to not have significant impact on the bridging phase schedule.

- **Scope and Schedule**

As with most construction projects, scope creep and schedule delays can significantly increase project costs. So, the Project team must diligently maintain the overall Project schedule and minimize significant changes/adds to Project scope (after bridging phase especially).

# SCOPE OF WORK

## PROFESSIONAL SERVICES

Our team will provide Architectural and Engineering services required to complete all design and deliverables in the Architect's scope, including all Architectural, Structural, Civil, Geotechnical, Landscape Architecture, Mechanical, Plumbing, Electrical, Low Voltage, Communication, Security, Access Control, Ring Down System, Emergency Back Up Power, Diesel Fuel System, Surveying, Cost Estimating, including pre-design outreach and design progress presentations, and other such design consultants required, or which can be reasonably inferred to be required. The project team services are as follows:

MarJang Architecture	Architect of Record
Shannon & Wilson	Geotechnical Engineer including Environmental Phase 1 & 2 Reports
BKF Engineers	Civil & Survey Engineer
FTF Engineering	Structural Engineer
Taylor Engineers	Mechanical, Plumbing & Fire Protection Engineer
The Engineering Enterprise	Electrical, Low Voltage and Security Engineer
Groundworks Office Inc.	Landscape Architect
Fuel Oil Systems	Fueling Engineer

The team expects to deliver Bridging Documents for two fire stations that are approximately 7,500 sf and 8,000 sf respectively, within eight (8) months from the contract start date. Diagrams and planning for (2) temporary fire station will also be included in parallel.

## PHASE 1 | PROGRAMMING & EARLY WORK - 2 MONTHS

This initial phase of work will include meeting with the City of Newark and Alameda County Fire Department (ACFD) to review preliminary programs for the two single-story, single-company fire stations. We intend to organize workshops to hear the City of Newark and ACFD's goals and objectives and to review the Owner's Project Criteria (OPC) for each station. We typically provide questionnaires for sharing with fire department personnel, review existing program plans and documentation, organize gathered information and data into design narratives for each discipline, and produce a Basis of Design (BOD) report. The design team's BOD will present the proposed options for meeting the outlined criteria. The BOD will serve as a guide during the design process and will be approved by the City of Newark before the start of conceptual design.

During this phase, it is also recommended to begin Site Assessments, Environmental Phase 1 soils investigations, Soils Reports, and Site Boundary and Topography work to document the site conditions, including utilities and other known site elements.

The design team shall also work with City of Newark to establish a Community Engagement Plan Strategy, and meet with Agencies of Jurisdiction for Planning and Building approvals and utility planning requirements. The specific project requirements for each station and the procedures for preliminary reviews should be established at the onset to set the project schedule.

Project management will rely on weekly meetings with the City of Newark and key stakeholders including ACFD to guide decision-making and keep all disciplines informed. We typically select a day to hold a 1 to 2-hour time slot for meeting regularly each week, and this will continue from the programming phase through the presentation of the final bridging documents. Deliverables for this phase will include:

- Community Engagement Schedule
- Basis of Design Report with Building Program; Service Utility Diagrams; Access Studies and Engineering Criteria
- Geotechnical Engineering Investigations Scheduled
- Civil Engineering Boundary and Topographical Survey Scheduled
- Outreach to City Planning, Building and other City departments as needed and Alameda County Fire Department for Fire Permit

## PHASE 2 | CONCEPTUAL DESIGN - 2 MONTHS

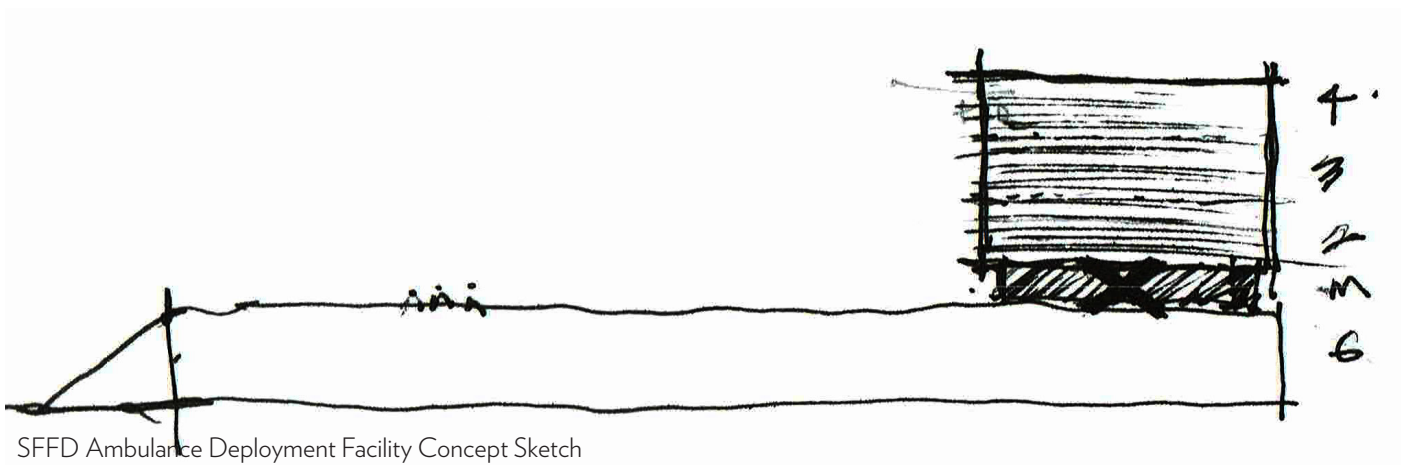
This phase will utilize the information acquired and produced in the Basis of Design Report, focus on the initial design concepts for each of the two fire station sites, and provide initial building siting, massing studies, and floor plans that consider component adjacencies and relationships among vehicular, pedestrian, and general-use requirements. We will continue our workshop meetings and utilize the time to review and make decisions about the areas of focus, which will include:

- Site plans illustrating vehicular movement options on each site and building siting alternatives
- Building floor plan iterations for each station
- Massing & structural concepts renderings
- Mechanical and Electrical Systems Single Line Diagrams including Load Requirements
- Review of neighborhood character, materials palettes and presentations for each station's look and feel
- Continue outreach to City, City Planning, Building and other City departments as needed and Alameda County Fire Department for Fire Permit and other jurisdictional agencies as needed

Deliverables for this phase will include:

- Design Presentations for Planning & Community Engagement (plans, renderings, & material palettes)
- Strategies and Temporary Station Information
- Finalize Soils Report and Investigations
- Finalize Civil Engineering Boundary and Topographical Survey

This phase is complete when study options are finalized into a single Conceptual Design for each station and the temporary station. Documents will be provided to the City of Newark and ACFD for review and approval for two weeks. We would expect all consultants to participate in this phase. Integration of the City of Newark and ACFD comments can be concurrent with the start of the following phase.



# SCOPE OF WORK

## PHASE 3 | SCHEMATIC DESIGN - 5 MONTHS

Once the client review period for the project concepts has occurred and a single concept is selected for each station, production of the Schematic Design Bridging Documents for project will occur. This phase will include finalization of materials, production of specifications, design narratives and documentation of the design intent for the Design-Build team that will be selected at a later time for each station. Project deliverables include:

- Workshop Meetings
- Development and Coordination of the Schematic Design Bridging Documents
  - Architectural Plans, Elevations, Interior Elevations & Details
  - Civil Grading, Drainage & Underground Utilities
  - Structural Drawings
  - Mechanical Plans & Details
  - Electrical & Lighting Plans & Details
  - Plumbing and Fire Protection Plans & Details
  - Low Voltage, Security & Special Systems Plans
  - Furniture, Fixtures & Equipment Plans and Selections
- Coordinated Outline or Performance Specifications and Design Narratives
- Identification of Alternates for Consideration

This phase will include a 50% progress printing for submission to the City of Newark and ACFD for review and a final review when the design phase is complete. All City of Newark and ACFD comments will be addressed and integrated into each bridging documentation set.



Panorama has a depth of CEQA expertise, including the preparation of technical documentation; independent peer review; and development of Negative Declarations (NDs), Initial Studies (ISs), Mitigated Negative Declarations (MNDs), Environmental Impact Reports (EIRs), Program Environmental Impact Reports (Program EIRs), and supporting studies. Our team maintains up-to-date knowledge of CEQA case law, statutory changes, and emerging practice standards, and we bring recent experience preparing CEQA documents for cities, counties, and special districts with environmental conditions comparable to City of Newark.

Panorama's key area of expertise is CEQA compliance and all associated tasks, including data collection, technical analysis, writing and editing, GIS analysis, and preparation of maps and graphics. Our team has prepared CEQA documents addressing the full spectrum of Appendix G environmental issue areas—biological, physical, cultural, social, utilities, public services, and planning topics—and has evaluated every required CEQA issue area through hundreds of documents for diverse project types.

We have built our reputation on early issue identification, consistent communication, practical problem solving, and responsiveness to client needs. Our project managers have a strong understanding of environmental regulations and the ability to translate technical information for stakeholders, the public, and decision-makers. Panorama has successfully delivered CEQA documents for cities, counties, and special districts in rural, suburban, and urban settings.

## **Experience**

Panorama's relevant experience is demonstrated through the CEQA documents we have prepared for other fire stations in the Bay Area including City of San Francisco and Alameda County fire stations. The approach to a combined IS/MND included in this proposal matches Panorama's approach to preparation of combined IS/MND for Alameda County Fire Stations 7 and 25 replacements.

## **Scope of Services**

### **Task 1 Project Initiation and Management**

This task includes the following:

- Coordination with Mack5 to refine the scope of work, schedule, communication protocols, and project definition to initiate the project. Panorama will then submit a revised scope of work and draft schedule for Mack5 approval.
- Kickoff meeting
- Biweekly conference calls
- Board meetings and/or community meetings



- Budget and schedule management

### **Task 1 Assumptions**

- Kickoff meeting will be in-person and includes up to two hours of participation for two staff members
- Biweekly conference calls (30 mins each) for 8 months
- Attendance at 3 board meetings and/or community meetings for two Panorama staff members, as needed

### **Task 2 Project Description**

Panorama will submit data requests in the form of Requests for Information (RFIs) to obtain all necessary data to prepare the Project Description (PD). A draft of the PD will be submitted to Mack5 for review.

### **Task 2 Assumptions**

- A one-day site visit to visit both fire stations is included under this task
- This task includes one iteration of the PD and the development of up to two RFIs
- The revised draft PD will be incorporated into the Administrative Draft IS/MND
- This task assumes no substantial changes to the PD after the second iteration is prepared. If there are substantial changes to the project scope, site, or work areas, additional budget may be required to update the PD

### **Task 3 Technical Reports**

Baseline Environmental Consulting (Baseline) and Archaeological/Historical Consultants (AHC) will assist Panorama in the preparation of technical studies for the project to support environmental review of the project under CEQA.

#### **Task 3.1 Air Quality and Greenhouse Gas Emissions Technical Report**

Baseline will evaluate the potential project impacts related to air quality and greenhouse gas (GHG) emissions in a technical memorandum. Potential air quality and GHG impacts will be assessed in accordance with the Bay Area Air District's CEQA Air Quality Guidelines. If project construction lasts for more than two months, an air quality health risk assessment will be prepared to evaluate the health risks at existing nearby sensitive receptors.

#### **Task 3.2 Noise Analysis Technical Report**

Baseline will evaluate potential impacts related to noise and vibration in a technical memorandum. Potential noise and vibration impacts during project construction and operation will be evaluated to determine compliance with applicable thresholds.

#### **Task 3.3 Archaeological and Historic Resource Evaluation Report**

For both fire stations, AHC will conduct a record search for previous studies and recorded cultural resources at the Northwest Information Center; a Sacred Lands File search at the California Native American Heritage Commission; review of historic ecological data, topographic and geological maps, and other reference material; analysis of the sensitivity of the



project area for archaeological resources; and a field survey field survey by a qualified archaeologist. For Fire Station 29, a qualified architectural historian will complete a field recording, prepare a historic context, and evaluate the building under the criteria of the California Register of Historical Resources. This scope assumes that Fire Station 29 will be determined not to be a historic resource.

### **Task 3 Assumptions**

- The budget for the air quality and GHG technical report assumes an HRA will be needed for both stations
- Additional budget may be required for the air quality and GHG technical report and/or noise analysis technical report if there are any unique challenges associated with the project that require additional analysis and/or modeling
- The applicant will provide information on the existing conditions, construction schedule, off-road construction equipment activity, construction vehicle trips, and operational vehicle trips.
- There will be up to one round of review from Mack5/City of Newark and one virtual meeting or phone call for each technical report to discuss the results of each
- One air quality and GHG technical report will be prepared for both fire stations
- One noise analysis technical report will be prepared for both fire stations
- One archeological and historic resource evaluation report will be prepared for both stations
- The existing noise levels in the project area will be discussed based on the noise contour maps in the City's General Plan.
- Native American consultation is not included in this scope of work for the Archaeological and Historic Resource Evaluation Report
- DPR 523 forms will be prepared for Fire Station 29 and any other resources identified during the study.

### **Task 4 Combined Draft IS/MND for Fire Station No. 27 and Fire Station No. 29**

This task assumes a combined IS/MND for Fire Station No. 27 and Fire Station No. 29.

Panorama will prepare the following documents under this task:

- Administrative Draft IS/MND
- Revised Administrative Draft IS/MND
- Screencheck IS/MND
- Public Review IS/MND
- Notices for Public Review Draft IS/MND (Notice of Completion, Notice of Intent, OPR Summary Form, Site Posting, and Postcard for Public Notification)
- Mitigation, Monitoring, and Reporting Program (MMRP)
- Response to Comments and Admin Final IS/MND
- Final IS/MND
- Notice of Determination



#### **Task 4 Assumptions**

- This task includes development of up to two RFIs for the CEQA analysis for Fire Stations 27 and 29.
- This scope assumes that up to 15 individual comments are received on the IS/MND and there are no appeals
- Panorama will provide the final distribution list to City of Newark for their records.
- Task assumes two rounds of MMRP revisions, one round of review by Mack5/City of Newark on the draft MMRP and one round of review associated with public comments on the Public Draft IS/MND
- Panorama assumes that only electronic copies of the IS/MND will be needed. Hard copies can be printed upon request at cost
- Scope assumes one round of review for notices
- Panorama will coordinate with Mack5 and the City of Newark to prepare an NOI distribution list
- Scope assumes that the City of Newark will mail the NOI to the distribution list, file notices at the County Clerk and State Clearinghouse, and complete the site posting at the Fire Station sites
- This task assumes that the City of Newark, as the lead agency under CEQA, will conduct AB 52 noticing to Native American tribes and will conduct AB 52 consultation should any tribe request consultation. If the City of Newark requests assistance with AB 52 Native American consultation efforts, the cultural resources subconsultant can provide this support under the contingency task (Task 5) described below. Panorama assumes that non-confidential details of AB 52 consultation regarding the project and any identified tribal cultural resources (TCRs) will be shared by the City of Newark for inclusion in the applicable IS/MND sections.

#### **Optional Task 5. Contingency**

Panorama has included a contingency task, which includes up to \$20,000 of additional services. No work under this contingency task will be undertaken without advance discussion and approval by Mack5 and the City of Newark.

January 9, 2026

Manil Bajracharya  
Mack5  
1000 Broadway  
Suite 260  
Oakland, CA 94607

Re: City of Newark Fire Stations 27 & 29  
Professional Services Proposal

Dear Manil:

Thank you for the opportunity to provide you with our proposal for the referenced project. Your project is important to us and we have made an effort to address a detailed scope for commissioning services.

This proposal is based on our Standard Provisions of Agreement for Professional Services, which is attached and incorporated by this reference.

## **PROJECT DESCRIPTION**

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### **Project Owner**

City of Newark

### **Project Location**

Station 27: 39039 Cherry Street, Newark, CA 94560

Station 29: 35775 Ruschin Drive, Newark, CA 94560

### **Building/Project Description**

This proposal is for LEED Fundamental and Enhanced Commissioning services for City of Newark Fire Station #27 and 29.

## **SCHEDULE**

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- Based on a mutually agreeable schedule with project completion anticipating Q3 2029.

## **SCOPE OF WORK**

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### **Commissioning Services to Meet LEED® v4.1 EAp1 Fundamental, CalGreen, and Title 24**

1. Lead, review and oversee the completion of all commissioning process activities.
2. Prepare commissioning specifications to incorporate in the construction documents.
3. Perform a review of the Owners Project Requirements (OPR) and the engineers Basis of Design (BOD).
4. Conduct a design review kickoff meeting with A/E and Owner during the schematic design phase.
5. Perform a design review in accordance with the Title 24 commissioning requirements and complete the T24 Design Review Checklist documentation. Design review of the energy using systems and building envelope will be conducted at 50 and 90 percent CD submission. Comments will be provided to Owner and Architect.
6. Coordinate and lead commissioning meetings as part of the commissioning process.

7. Assist construction manager and contractors with interpreting and achieving intent of commissioning activities specified in the contract documents.
8. Develop a Commissioning Plan
9. Develop Pre-Functional Checklists
10. Develop Functional Performance Tests
11. Perform periodic site visits throughout the construction phase to review the Contractor's installation, pressure testing, flushing, startup, and testing of systems.
12. Perform Functional Performance testing of mechanical, electrical and plumbing systems with cooperation of the Contractor to verify systems perform in accordance with the design intent, Owners Project Requirements, and Basis of Design.
13. Verify training of operations and maintenance staff is performed in accordance with the contract documents.
14. Confirm factory testing and observe field testing of specified equipment.
15. Submit issues/resolution log to the design and construction team as issues are identified.
16. Prepare a final commissioning report that includes the OPR, BOD, Executive Summary, Cx Plan, startup reports, construction checklists, functional performance tests, submittals, design review log, and issues/resolutions log.
17. Develop a Current Facility Requirements and Operations Plan and Maintenance Plan that provides future operating staff information needed to understand and optimally operate the commissioned systems.

### **EAc3 Option 1, Path 1 – Enhanced Commissioning**

1. Review contractor submittals for commissioned systems.
2. Verify the requirements of the systems manual are included into the construction documents.
3. Verify operator and occupant training requirements are included into the construction documents.
4. Verify systems manual is updated and delivered by the Contractor.
5. Verify Owner training is conducted in accordance with the construction documents.
6. Verify seasonal testing is performed.
7. Perform a 10-month post-occupancy commissioning review of the MEP systems after substantial completion.
8. Develop an ongoing commissioning plan that includes best practices for the MEP systems.

### **Systems to be Commissioned**

building systems identified to be commissioned as part of this proposal include:

1. HVAC Equipment
2. HVAC Controls
3. Domestic Water Heaters
4. Domestic Recirculation Pumps
5. Domestic Booster Pumps
6. Sump Pumps
7. Daylighting Controls
8. Occupancy Sensors
9. Lighting Control Panels
10. Emergency Generator
11. Automatic Transfer Switches

12. Electrical Service and Distribution
13. Energy and Water Use Metering
14. Instrumentation & Control System

### **ASSUMPTIONS**

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This proposal assumes that the Commissioning Agent's (CxA's) responsibility during testing is limited to witnessing and documenting systems performance and associated coordination of such performance testing. It is the responsibility of the respective contractor(s), owner(s) and/or owner's representative, to operate and demonstrate proper operation of their systems and equipment, including associated test instrumentation, throughout the commissioning process. Specifically, all equipment, meters, devices, monitors, etc. necessary to perform the functional tests and commission the specified equipment will be provided by the respective contractors. Any electrical load banks for verifying heat rejection tests will be furnished and installed by others, in accordance with requirements of the Commissioning Plan.

No physical or operational changes of any sort, hardware, or software will be made to any system component or installation of systems or component once testing and verification has commenced on any equipment, unless specifically acknowledged and directed by the CxA. Costs for delays associated with changes to systems being tested and any tests that must be repeated as a result of such changes are the responsibility of the owner and/or respective contractor(s).

### **RESPONSIBILITIES OF OTHERS**

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1. The following items will be made available to the CxA in a timely manner with respect to the documents and tests that rely on these items: normal contractor submittals, RFI's, start-up schedules, O&M materials, and contractor's start-up and checkout procedures.
2. Acknowledge their willingness to participate in the commissioning process and to follow the commissioning plan in all phases.
3. Agree to be officially represented at the first commissioning scope meeting and to have official representation at additional commissioning meetings, as necessary.
4. Participate and use Facility Grid to oversee the commissioning process, complete commissioning checklists, and respond to reports and issues as necessary. Facility Grid is the cloud-based commissioning management and collaboration software which will be used on this project. Facility Grid will be free to use for all commissioning team members assigned to this project.
5. Issues identified should be resolved by contractor prior to commissioning retesting. Interface includes two tests for each system. Upon failure of the same issue on the retest, additional fees may be charged to the contractor should additional retesting be required.

### **EXCLUSIONS AND CLARIFICATIONS**

1. Testing and validation of the smoke control system.
2. Energy modeling.
3. Commissioning of smoke control systems.
4. Commissioning of low voltage systems.
5. Commissioning of fire sprinkler and alarm systems.
6. The following functions and deliverables will be provided by others and specifically are not included as part of the Cx scope of services under this proposal:
  - a. Electrical short circuit study
  - b. Time current coordination study

- c. Grounding system testing
  - d. Any associated and necessary coordination with the CxA, resulting from separate sources for these deliverables and functions, will be provided by others and/or the organization(s) providing the separate services, functions and deliverables.
7. Sensors and actuators will be fully calibrated and certified accurate and operational as part of the start-up and pre-functional tests and verifications to be completed by the respective contractor, prior to commencing functional testing. We will apply a standard sampling procedure to verify calibration.
  8. Phasing of the Cx activities.

City of Newark

Project Management, Bridging Design, CEQA, Environmental, Commissioning & Special Testing & Inspection Services for Fire Station #27 and Fire Station #29 Replacement Project

Proposed Fee based on 44-month Project duration

By Phase/Task and Staff Member

March 4, 2026



Phase/Task	Manil Bajracharya <u>PIC/Senior Project Manager</u>		David Ross <u>Senior Project Manager</u>		Michael Drasnin <u>Project Manager</u>		Tony Fuentes <u>Construction Manager</u>		Graciela Ortiz <u>Project Engineer</u>		Cynthia Madrid <u>Senior Cost Manager</u>		Total Amount	
	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	\$	
1 Project Setup, Finalize Project Scope, Temp. Station Scope, 2 months (May 2026 - June 2026)	80	\$20,160	80	\$20,160	120	\$26,760	-	\$0	-	\$40	50	\$10,500	\$77,620	
2 Programming/Bridging Documents/Geotech/Environmental/CEQA/Public Outreach, 10 months (July 2026 - April 2027)	240	\$61,440	480	\$122,880	1,200	\$271,920	-	\$0	-	\$0	350	\$73,500	\$529,740	
3 DBE RFQ & RFP/Procurement, 7 months (February 2027 - July 2027)	80	\$20,960	100	\$26,200	240	\$55,680	-	\$0	-	\$0	-	\$0	\$102,840	
4 DBE Design/Permitting including Temporary Stations 27 & 29, Construction Phase for the 2 Temporary Stations, 2 permit packages, 12 months (August 2027 - July 2028)	300	\$80,350	480	\$128,560	1,440	\$341,640	-	\$0	-	\$0	60	\$13,080	\$563,630	
5 Construction Station 29, 15 months (June 2028 - August 2029)	210	\$58,352	-	\$0	360	\$88,680	900	\$204,120	1,200	\$219,280	20	\$4,540	\$574,972	
6 Construction Station 27, 17 months (July 2028 - November 2029)	238	\$66,276	-	\$0	408	\$100,728	1,020	\$231,840	1,360	\$249,040	20	\$4,540	\$652,424	
7 Commissioning/Closeout Station 29, 2 months (August 2029 - September 2029)	-	\$0	-	\$0	20	\$5,020	40	\$9,240	80	\$14,880	-	\$0	\$29,140	
8 Commissioning/Closeout Station 27, 2 months (November 2029 - December 2029)	20	\$5,660	-	\$0	32	\$8,032	100	\$23,100	160	\$29,760	-	\$0	\$66,552	
	1,168	\$313,198	1,140	\$297,800	3,820	\$898,460	2,060	\$468,300	2,800	\$513,000	500	\$106,160	\$2,596,918	
													Total PM Service for Fire Stations #27 and #29 Replacement Project:	\$2,596,918
9 <u>Budget Allowances</u>														
a. Bridging Architect & Engineers/Consultants including Civil, Surveying, Landscape, MEP, FP, Low Voltage, Security, Fuel Systems, Geotechnical, Environmental														\$1,049,350
b. CEQA Consultant														\$145,000
c. Commissioning Consultant														\$70,000
d. Special Testing & Inspections														\$435,000
													Total Subconsultant Budget Fee:	\$1,699,350
													6% mark up on subconsultant cost:	\$101,961
													Total for all Services for Fire Stations #27 and #29 Replacement Project:	\$4,398,229

**mack<sup>5</sup> Schedule of Fees**

<b>Hourly Rates:</b>	<b><u>2026</u></b>	<b><u>2027</u></b>	<b><u>2028</u></b>	<b><u>2029</u></b>
Team Leader/Senior PM	\$252	\$262	\$272	\$283
Principal in Charge/Senior PM	\$252	\$262	\$272	\$283
Project/Construction Manager	\$223	\$232	\$241	\$251
Assistant Project/Construction Manager	\$198	\$206	\$214	\$223
Construction Manager	\$205	\$213	\$222	\$231
Project Engineer	\$165	\$172	\$179	\$186
Budget/Cost Manager	\$199	\$207	\$215	\$224
Cost Estimator	\$210	\$218	\$227	\$236



## Budget

The budget for this scope of work is **\$144,935**, which includes Optional Task 5: Contingency.

Task	Budget
Task 1: Project Initiation and Management	\$19,320
Task 2: Project Description	\$12,310
Task 3: Technical Reports	\$40,960
Task 4: Combined Draft IS/MND	\$52,345
Task 5: Contingency	\$20,000
<b>Total</b>	<b>\$144,935</b>



## 2026 Standard Rates and Charges

### Hourly Personnel Charges

<b>Position</b>	<b>Rate</b>
Principal	\$285
Director	\$270
Senior Manager II	\$255
Senior Manager I	\$235
Senior Project Manager II	\$225
Senior Consultant/Senior Project Manager I	\$215
Project Manager/Sr. Planner II	\$205
Project Manager/Sr. Planner I	\$195
Geologist	\$195
Visual Resource Specialist	\$190
Air Quality/Noise Specialist	\$190
Senior Biologist	\$180
Biologist	\$160
Project Manager/Environmental Planner III	\$180
Project Manager/Environmental Scientist/Planner II	\$165
Environmental Scientist I/Planner I	\$150
Environmental Compliance Specialist	\$185
Environmental Analyst II	\$145
Environmental Analyst I	\$135
Sr. GIS Manager	\$200
Cartographer/GIS Manager	\$180
Cartographer/GIS Specialist	\$165
Cartographer /GIS Analyst	\$135
Contract Manager	\$165
Document Production	\$135
Technical Editor	\$130
Administrative Manager	\$120

## PANORAMA RATE SHEET

Page 2

### Other Charges

Mileage is charged at the IRS Standard Rates for the current year. Travel expenses are billed at cost. Outside services, equipment, and facilities not furnished directly by Panorama will be billed at cost plus 15% including, but not limited to:

Shipments and express delivery	Special fees, permits, insurance, etc.
Printing and photographic reproductions	Subcontractors
Rental of equipment	Supplies

**STANDARD SCHEDULE OF FEES**  
**January 2026**

**LABOR**

Principal Environmental Engineer .....	\$ 230.00/hour
Principal Hydrogeologist.....	\$ 230.00/hour
Senior Environmental Engineer .....	\$ 220.00/hour
Project Environmental Engineer .....	\$ 190.00/hour
Project Environmental Scientist .....	\$ 190.00/hour
Project Geologist .....	\$ 190.00/hour
Senior Staff Environmental Engineer.....	\$ 170.00/hour
Senior Staff Environmental Scientist .....	\$ 170.00/hour
Senior Staff Geologist .....	\$ 170.00/hour
Staff Environmental Engineer .....	\$ 160.00/hour
Staff Environmental Scientist .....	\$ 160.00/hour
Staff Geologist .....	\$ 160.00/hour
Project/Document Processing .....	\$ 135.00/hour

**DIRECT COSTS**

Mileage .....	IRS rate
Subcontractors.....	Cost + 15%

**MATERIALS AND EQUIPMENT**

Aerial Drone Usage & Image Processing .....	\$ 150.00/day
Bailer .....	\$ 15.00 each
Bladder Membrane.....	\$ 15.00/each
Bladder Pump and Controller (MP10) .....	\$ 125.00/day
EnCore Container.....	\$ 16.00 each
Field Vehicle .....	\$ 65.00/day
Groundwater Filters.....	\$ 20.00/each
Laser Leveler .....	\$ 50.00/day
Locking Well Plugs/Caps .....	\$ 40.00 each
Locks .....	\$ 20.00 each
Low Flow Sampling (bladder pump/multi-parameter meter/water level meter) .....	\$ 255.00/day
Multi-Parameter Meter .....	\$ 75.00/day
Peristaltic Pump.....	\$ 50.00/day
Photoionization Detector (PID).....	\$ 110.00/day
Poly Tubing .....	\$ 0.75/foot
Purge Sampling (peristaltic pump/multi-parameter meter/water level meter) .....	\$ 180.00/day
Roto Hammer/Coring Machine .....	\$ 100.00/day
Soil Sample Sleeves (stainless steel).....	\$ 7.50 each
Soil Sampling Tools (Hand Auger, Slide Hammer, breaker bar) .....	\$ 60.00/day
Sound Level Meter (Class 1) .....	\$ 150.00/day
Sound Level Meter (Class 1) with Overnight Kit .....	\$ 200.00/day
Traffic Control (signs, cones, barricades) .....	\$ 25.00/day
Vapor Probe Temporary Sub-Slab (vapor pin).....	\$ 65.00/probe
Vapor Probe Permanent Sub-Slab (vapor pin and flush cover).....	\$ 125.00/probe
Vapor Probe Temporary Soil (3-5 feet deep, includes filter, tubing, sand, bentonite) .....	\$ 100.00/probe
Vapor Probe Sub-Slab Installation Kit (roto hammer, drill bits, vapor pin tool, shop vac) .....	\$ 200.00/day
Water Level Meter/Interface Probe .....	\$ 30.00/day
Water Level Pressure Transducer.....	\$ 35.00/day

Note: Rates subject to change without notice.



## Archaeological/Historical Consultants 2026 Rate Sheet

<b>STAFF</b>	<b>RATE</b>
Principal (exempt)	\$192
Senior Professional (exempt)	\$138
Professional 3 (exempt)	\$125
Professional 2	\$110
Professional 1	\$95
Administration/Graphic Design	\$95
Osteologist	\$125

<b>SUBCONSULTANTS</b>	<b>RATE</b>
Architectural Historian	\$165.00

All direct costs are subject to a 10% administration fee. These direct costs include but are not limited to subconsultants, information center or archive fees, heavy equipment, traffic control services, materials, reproduction, postage, traffic control costs, and travel costs. Mileage is billed at the current IRS standard mileage rate. Lodging, meals, and incidentals are billed at the GSA per diem rates for the applicable location and month, plus local taxes and fees.

If special accounting, bookkeeping, insurance, or invoicing procedures are requested, the required service will be billed on a time and materials basis.

Fieldwork is charged at four-hour increments for non-exempt staff. Overtime will be charged at 1.5x/2.0x for all nonexempt employees in accordance with California law.

Archaeological/Historical Consultants has a minimum charge of 8 hours of labor per job. If work is halted after notice to proceed, the 8-hour minimum will be charged, or actual hours worked, whichever is greater.

Native American monitoring may be arranged through Archaeological/Historical Consultants by request. Labor and all other costs associated with Native American monitoring are subject to a 20% administration fee.

**FEE**

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**Fixed Fee**

<b>Project Phase</b>	<b>Station 27</b>	<b>Station 29</b>	<b>Phase Totals</b>
Construction Documents	\$8,700	\$8,700	<b>\$17,400</b>
Construction Administration	\$22,800	\$22,800	<b>\$45,600</b>
Post-Occupancy	\$3,500	\$3,500	<b>\$7,000</b>
<b>Discipline Totals</b>	<b>\$35,000</b>	<b>\$35,000</b>	

**Total Fee: \$70,000**

**PAYMENT TERMS**

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Standard reimbursable expenses include, but are not limited to: check plots, final plots, copies, phone calls, mileage to jobsite, parking, shipping, and messenger services, electronic transmittal of drawings to contractors to develop shop drawings.

Billed in addition to the above fee at cost plus 10 percent processing fee.

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of fees and reimbursable expenses beyond 90 days, Interface reserves the right to meet with Architect and holder of Prime Contract to determine resolution prior to continuation of services.

This proposal is valid for 90 days from the date first written above. Interface Engineering, Inc. reserves the right to modify or update this proposal after that date.

**ADDITIONAL SERVICES**

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Services requested beyond those included in this proposal will be considered extra services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Interface may decline to perform additional work until authorization is received in writing.



Additional services will be billed at our standard hourly rates at the time the work is performed\*. Our current standard hourly rates (2026) are:

Senior Principal:	\$385/Hour
Principal:	\$335/Hour
Associate Principal:	\$280/Hour
Associate/Project Manager:	\$265/Hour
Sr. Engineer-Designer:	\$235/Hour
Engineer-Designer:	\$195/Hour
Project Designer-Drafter:	\$175/Hour
Administrative:	\$145/Hour

\*Annual rate changes are expected to be 4% per year.



**CITY OF NEWARK**  
**FIRE STATION REPLACEMENT PROJECT**  
**SPECIAL INSPECTION & TESTING FEES**

**A. HOURLY AND UNIT COSTS & BASIS OF CHARGES:**

Estimated fees are based on current state and federally mandated prevailing wage hourly rates. These rates will be subject to adjustments as required by the Department of Industrial Relations (DIR), with the next update anticipated in mid 2026. Certified payroll will incur additional administrative fees.

**INSPECTION RATES**

	<b><u>Per Hour</u></b>
1 Rebar Inspection	\$118.00
2 Concrete Placement & Sampling	\$118.00
3 Structural Masonry	\$118.00
4 Shotcrete	\$118.00
5 Material ID, Shop/Field Welding, High Strength Bolting	\$120.00
6 Anchor or Dowel Installation	\$118.00
7 Torque or Pull Testing	\$120.00
8 Nailing & Tiedown	\$118.00

**UNIT TEST COSTS**

1 Concrete Compression, per set of 5 (includes pick-up)	\$450.00
2 Shotcrete cores for Nozzleman Qualifications, per set of 3*	\$2,800.00
3 Shotcrete Compression, production, per set of 3 (includes pick-up)	\$530.00
4 CMU Mortar Compression, per set of 3 (includes pick-up)	\$350.00
5 CMU Grout Compression, per set of 3 (includes pick-up)	\$450.00
6 CMU Prism Compression, per set of 3 (includes pick-up)	\$750.00
7 High Strength Grout Compression, per set of 6 cubes (includes pickup)	\$650.00

**OTHER COSTS**

1 Project Management, per hour	\$195.00
2 Final Affidavit, each	\$450.00

**BASIS OF CHARGES**

<b>Minimum charge per call-out (Show-up 2 hours):</b>	4 Hours
<b>Work from 4-8 hours:</b>	Actual Time
<b>Travel to job site:</b>	Portal-to-Portal
<b>Mileage to Jobsite or Shop:</b>	\$0.80
<b>Parking:</b>	To be Provided or At Cost
Work over 8 and up to 12 hours per day, on Saturday or Night, per hour	Time & One Half
Work over 12 hours per day, or on Sundays and Holidays, per hour	Double Time

# COST PROPOSAL

CITY OF NEWARK FS 27 & 29 BRIDGING DOCUMENTS	FIRE STATION A (7500 SF)	FIRE STATION B (8000 SF)	(2) TEMPORARY FIRE STATIONS	CONSULTANT SUBTOTAL
<b>PHASE 1: PROGRAMMING &amp; EARLY WORK - 2 MONTHS</b>				
MARJANG ARCHITECTURE	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 42,000.00
SHANNON & WILSON	\$ 96,500.00	\$ 96,500.00	\$ -	\$ 193,000.00
BKF ENGINEERS	\$ 13,450.00	\$ 13,450.00	\$ 9,200.00	\$ 36,100.00
FTF ENGINEERING	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 4,000.00
TAYLOR ENGINEERS	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 8,000.00
THE ENGINEERING ENTERPRISE	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 9,500.00
GROUNDWORKS OFFICE INC	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 5,000.00
FUEL OIL SYSTEMS	\$ -	\$ -	\$ -	\$ -
CSI MILROSE SPECIFICATIONS	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL</b>	<b>\$ 135,950.00</b>	<b>\$ 135,950.00</b>	<b>\$ 25,700.00</b>	<b>\$ 297,600.00</b>
<b>PHASE 2: CONCEPTUAL DESIGN - 2 MONTHS</b>				
MARJANG ARCHITECTURE	\$ 28,000.00	\$ 28,000.00	\$ 14,000.00	\$ 70,000.00
SHANNON & WILSON	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 50,000.00
BKF ENGINEERS (BOUNDARY/TOPO)	\$ 24,750.00	\$ 24,750.00	\$ 15,000.00	\$ 64,500.00
FTF ENGINEERING	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 7,000.00
TAYLOR ENGINEERS	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 12,000.00
THE ENGINEERING ENTERPRISE	\$ 8,000.00	\$ 8,000.00	\$ 7,000.00	\$ 23,000.00
GROUNDWORKS OFFICE INC.	\$ 10,625.00	\$ 10,625.00	\$ -	\$ 21,250.00
FUEL OIL SYSTEMS	\$ -	\$ -	\$ -	\$ -
CSI MILROSE SPECIFICATIONS	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 2,000.00
<b>SUBTOTAL</b>	<b>\$ 103,875.00</b>	<b>\$ 103,875.00</b>	<b>\$ 42,000.00</b>	<b>\$ 249,750.00</b>
<b>PHASE 3: SCHEMATIC DESIGN BRIDGING DOCUMENTS - 5 MONTHS</b>				
MARJANG ARCHITECTURE	\$ 95,560.00	\$ 95,560.00	\$ 20,480.00	\$ 211,600.00
SHANNON & WILSON	\$ -	\$ -	\$ -	\$ -
BKF ENGINEERS (SD+Alta Survey)	\$ 28,000.00	\$ 28,000.00	\$ 16,000.00	\$ 72,000.00
FTF ENGINEERING	\$ 14,500.00	\$ 14,500.00	\$ 5,000.00	\$ 34,000.00
TAYLOR ENGINEERS	\$ 11,800.00	\$ 11,800.00	\$ 7,800.00	\$ 31,400.00
THE ENGINEERING ENTERPRISE	\$ 25,000.00	\$ 25,000.00	\$ 8,000.00	\$ 58,000.00
GROUNDWORKS OFFICE INC.	\$ 21,500.00	\$ 21,500.00	\$ -	\$ 43,000.00
FUEL OIL SYSTEMS	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 7,000.00
CSI MILROSE SPECIFICATIONS	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 12,000.00
<b>SUBTOTAL</b>	<b>\$ 205,860.00</b>	<b>\$ 205,860.00</b>	<b>\$ 57,280.00</b>	<b>\$ 469,000.00</b>
<b>PHASE 4: AS NEEDED SUPPORT DURING DESIGN BUILD RFP PHASE</b>				
AS NEEDED SUPPORT DURING DESIGN BUILD RFP PHASE	\$ 14,000.00	\$ 14,000.00	\$ 5,000.00	\$ 33,000.00
<b>SUBTOTAL</b>	<b>\$ 14,000.00</b>	<b>\$ 14,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 33,000.00</b>
<b>TOTAL PROJECT DESIGN COSTS</b>	<b>\$ 459,685.00</b>	<b>\$ 459,685.00</b>	<b>\$ 129,980.00</b>	<b>\$ 1,049,350.00</b>
<b>OPTIONAL SERVICES:</b>				
AS NEEDED SUPPORT DURING DESIGN BUILD RFP PHASE	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 35,000.00
GEOTECHNICAL ENGINEERING CONTINGENCY	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 20,000.00
	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 55,000.00</b>

## **COMPENSATION**

The compensation table on the opposite page includes the fee breakdown by phase for each discipline/firm and includes (2) fire stations and the temporary station. The design team assumes that the projects will be developed concurrently during each phase and that the same project team will be working on these stations and their related bridging documentation development.

Meetings will also be combined to include agendas that discuss all three projects for efficiency. Fees included are based solely on descriptions provided and basic square footages, and should be updated once specific addresses are provided and additional information about the needs of each site are developed.

# COST PROPOSAL

MarJang Architecture has assembled an experienced team of professionals with a history in the design of public safety facilities and fire stations. The cost proposal project team includes the following firms, many of which are local to the area and Alameda County SLEB-certified.

MarJang Architecture	Architect of Record
Shannon & Wilson	Geotechnical Engineer
BKF Engineers	Civil Engineer
FTF Engineering	Structural Engineer
Taylor Engineers	Mechanical, Plumbing & Fire Protection Engineer
The Engineering Enterprise	Electrical & Low Voltage Engineer
Groundworks Office Inc.	Landscape Architecture
Fuel Oil Systems	Fueling Engineer

The fees in the proposal correspond to each phase as outlined in the RFSOQ including tasks listed under each phase and the Scope of Work outlined in our Statement of Qualifications.

Phase 1:	Community Engagement, Programming & Early Work (2 months)
Phase 2:	Conceptual Design (2 months)
Phase 3:	Schematic Design (30% Construction Documents - 4 months)
Phase 4:	As Needed Support During Design Build RFP Phase

## COMPENSATION

The basis for compensation is a fixed fee not to exceed \$1,049,350.00 for work through the Schematic Design Phase for Bridging Documents for Fire Station Nos. 27, 29 and (2) temporary fire stations.

Optional Services includes as-needed support during the design-build phase.

Professional services fees are calculated over a specific duration and may be shortened or prolonged slightly as the project progresses and work flows are more clearly defined. A detailed spreadsheet is included on the following page, followed by firm billing rate sheets.

# MARJANG

## HOURLY BILLING RATES 2026

Additional Services shall be billed at the following billing rates:

Principal - Project Manager/Architect	\$265.00
Associate - Sr. Design Manager	\$190.00
Senior Designer	\$175.00
BIM Specialist & Technical Designer	\$165.00
Designer/Job Captain	\$135.00
Designer	\$110.00

## 2026 FEE SCHEDULE – NORTHERN CALIFORNIA OFFICES

### Fees for Professional Services

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**Officers/Associates**

Senior Vice President .....	\$350.00/hr.
Vice President.....	\$350.00/hr.
Senior Associate .....	\$300.00/hr.
Associate .....	\$270.00/hr.

**Engineering/Geology/Hydrology/Environmental**

Senior Professional III .....	\$245.00/hr.
Senior Professional II.....	\$230.00/hr.
Senior Professional I.....	\$215.00/hr.
Professional IV .....	\$200.00/hr.
Professional II, III.....	\$185.00/hr.
Professional I.....	\$165.00/hr.

**Field and Lab Technician/Drafter/Technical Assistant**

	<i>Regular</i>	<i>Overtime</i>
Technical Services (Senior, IV) .....	\$165.00/hr.	\$205.00/hr.
Technical Services (III, II, I) .....	\$145.00/hr.	\$180.00/hr.

**Administrative**

	<i>Regular</i>	<i>Overtime</i>
Office Services (Senior, V, IV) .....	\$160.00/hr.	\$200.00/hr.
Office Services (III, II, I) .....	\$135.00/hr.	\$170.00/hr.

**Special Services**

Senior Consultant .....	as quoted
Consultant.....	as quoted
Instrumentation Specialist.....	as quoted

**Prevailing Wage Surcharge**

The hourly rates will be increased by \$40 per hour for prevailing wage work.

**Expert Testimony**

The hourly rates for the services of our staff will be doubled for time spent actually providing expert testimony.

**Subconsultants, Subcontractors, and Reimbursable Expenses**

Expenses other than salaries that are directly attributable to our professional services will be invoiced at our cost plus 15%. Shannon & Wilson may employ subconsultants and subcontractors, as necessary, to assist in furnishing its services. Examples include, but are not limited to, drillers, excavating companies, and laboratories. Subconsultant and subcontractor fees will be invoiced at cost plus 15%.

**Vehicles**

Trucks and Field Vehicles.....	\$25/hour up to \$200.00/day
Personal Vehicles .....	per Federal Mileage Rate

**Field Equipment and Laboratory Testing (as quoted)**

These rates are for services provided for the current fiscal year (FY). At the end of each FY (December 31), rates will be adjusted for the next FY and invoiced accordingly.



**BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE**  
EFFECTIVE JANUARY 1, 2026

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
<b>PROJECT MANAGEMENT</b>	
Principal in Charge	\$333.00
Senior Project Executive	\$309.00
Project Executive	\$301.00
Senior Project Manager   Senior Technical Manager	\$292.00
Project Manager   Technical Manager	\$287.00
Engineering Manager   Surveying Manager   Planning Manager	\$264.00
<b>TECHNICAL STAFF</b>	
Senior Project Engineer   Senior Project Surveyor   Senior Project Planner	\$245.00
Project Engineer   Project Surveyor   Project Planner	\$215.00
Design Engineer   Staff Surveyor   Staff Planner	\$188.00
BIM Specialist I, II, III	\$188.00 - \$215.00 - \$245.00
Technician I, II, III, IV, V	\$179.00 - \$190.00 - \$208.00 - \$224.00 - \$242.00
Drafter I, II, III, IV	\$140.00 - \$153.00 - \$166.00 - \$184.00
Engineering Assistant   Surveying Assistant   Planning Assistant	\$117.00
<b>FIELD SURVEYING</b>	
Survey Party Chief	\$245.00
Instrument Person	\$210.00
Survey Chainperson	\$158.00
Utility Locator I, II, III, IV	\$128.00 - \$181.00 - \$217.00 - \$247.00
Apprentice I, II, III, IV	\$97.00 - \$130.00 - \$144.00 - \$152.00
<b>CONSTRUCTION ADMINISTRATION</b>	
Senior Consultant	\$320.00
Senior Construction Administrator	\$279.00
Resident Engineer	\$207.00
Field Engineer I, II, III, IV	\$188.00 - \$215.00 - \$245.00 - \$263.00
<b>FUNDING &amp; GRANT MANAGEMENT</b>	
Director of Funding Strategies	\$229.00
Funding Strategies Manager	\$210.00
Funding/Research Analyst I, II, III, IV	\$144.00 - \$166.00 - \$176.00 - \$194.00
<b>PROJECT ADMINISTRATION</b>	
Project Coordinator	\$156.00
Senior Project Assistant	\$134.00
Project Assistant	\$119.00
Clerical   Administrative Assistant	\$100.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Late Fee will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.



# FTF ENGINEERING

## 2026 Billing Rates

38 Mason Street, 2<sup>nd</sup> Fl  
San Francisco  
California 94102

T. 415.931.8460

1023 Nipomo St Suite 210  
San Luis Obispo  
California 93401

T. 805.544.1216  
F. 805.544.2004

### San Francisco

Principal – Founder	\$360
Principal	\$305
Senior Associate	\$285
Associate	\$250
Project Engineer	\$225
Design Engineer	\$200
Designer	\$175
Asst. Designer	\$120
Revit / CAD Specialist	\$200
Administrative	\$135

Compensation for Extra Services as defined in Section 3.0 shall be paid hourly for all authorized services rendered at the rates indicated below:

Position	2026 Hourly Rates
Principal	\$330
Senior Associate	\$290
Associate	\$265
Senior Designer/Senior Engineer/Project Manager	\$235
Designer/Engineer	\$215
CAD Technician	\$185

Rates may be reviewed and adjusted at the beginning of each calendar year.



January 12, 2026

Compensation for Extra Services as defined in Section 3.0 shall be paid hourly for all authorized services rendered at the rates indicated below:

A. Principal	\$300/hour
B. Associate	\$260/hour
C. Senior Engineer	\$250/hour
D. Senior Lighting Designer	\$240/hour
E. Project Manager	\$240/hour
F. Project Engineer	\$230/hour
G. Designer	\$220/hour
H. BIM Technician	\$190/hour
I. Intern	\$150/hour
J. Administrative Staff	\$145/hour



**GROUND**

**WORKS**

*Office*

*landscape*

*architects*

1792 5<sup>th</sup> Street  
Berkeley California  
94710

*gwo*site.com

**HOURLY RATES**

Hourly rates reflect billing rates for 2026 and are subject to change depending on the length and duration of the project.

<b>GWO Staff</b>	<b>FEE</b>
Partner/ Director	\$ 250
Senior Associate / LA	\$ 195
Project Manager	\$ 175
Project Designer	\$ 145
Project Staff	\$ 125
Administration	\$ 90



March 2, 2026

TO: Karen Mar

FROM: Doug Nakano, Fuel Oil Systems

RE: Rate Sheet

LABOR RATES. These are rates for any required Time and Material labor outside the scope of defined design services.

Principal	\$300 per hour
Associate	\$225 per hour
Coordinator	\$150 per hour
BIM technician	\$150 per hour

17500 Murphy Parkway, Lathrop CA 95330  
(925) 556 5424 Phone  
[www.fueloilsystems.net](http://www.fueloilsystems.net)



mack<sup>5</sup>



**PROPOSAL FOR  
PROJECT MANAGEMENT SERVICES  
FOR  
FIRE STATION #27 AND FIRE STATION #29  
REPLACEMENT PROJECT**

December 8, 2025

mack<sup>5</sup>  
1000 Broadway, Suite 260  
Oakland, CA 94607  
510.595.3020

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mack<sup>5</sup> Services:

December 8, 2025

Owner's Representative

Miki Tsubota, City Engineer  
City of Newark - Public Works Department  
Newark City Hall  
37101 Newark Boulevard  
Newark, CA 94560-3796

Project Management

Construction Management

Re: Request for Proposals (RFP) – Project Management Services  
Fire Station #27 and Fire Station #29 Replacement Project

Cost Management

Dear Mr. Tsubota:

Cost Planning

mack<sup>5</sup> is pleased to submit our Proposal for this RFP; we understand that the primary need in issuing it is proactive, effective management and technical capacity that reaches over the total range of the Project's scope, to support the City in successfully delivering the Project. With extensive experience on close to 150 Bay Area public agency projects including **10+ Fire Facilities** and **14 Design-Build projects**, our team is highly qualified to do this, as detailed below and in our Proposal. Our experience, knowledge and expertise will address all services and support necessary to plan/analyze/oversee/execute Project requirements for its successful completion, delivering the Project on-time and on-budget.

phone 510.595.3020

mack<sup>5</sup>

mack<sup>5</sup> is very familiar with the Fire Station #27 and Fire Station #29 Replacement Project, having provided preliminary Project Planning Support services on it for the past several months. We also bring knowledge of the Alameda County Fire Department (ACFD) programmatic and operational requirements, having worked with them on numerous Fire Station projects over the past 10 years, including the ongoing Design-Build ACFD Fire Stations #7, #22, and #25 projects. Our in-depth knowledge of the Fire Station Replacement Project scope combined with our established relationship and ability to work effectively with ACFD will allow us to hit the ground running from day one. We will leverage the preliminary planning work we have done on the City's Fire Station Replacement Project, with the knowledge we have of ACFD's programmatic and operational requirements, and established relationship with ACFD to get the project completed as quickly as possible.

Headquarters  
100 Broadway  
Suite 260  
Oakland, CA 94607

Richmond Office  
322 Harbour Way  
Suite 16  
Richmond, CA 94801

CSLB #9335814

**Our Team**

All our team members have extensive experience working on Public Agency projects and ACFD Fire Station projects. Our team will be managed by me, providing Project and Construction Management services throughout the Project to ensure continuity within and between the Preconstruction, Construction, and Closeout phases.



**David Ross, Senior Project Manager**, licensed architect and LEED® AP, has 35+ years' experience managing 40+ public agency projects, including Fire Stations and Design-Build delivery projects. His design-side experience as a former practicing architect designing 8 fire facilities, knowledge of ACFD Fire Station programming and operational requirements, and in-depth knowledge of the design process will bring high value to the Project.



**Michael Drasnin, Project Manager**, licensed architect and LEED® AP, has 25+ years' construction industry experience including ACFD Fire Stations and Design-Build projects. Michael will be working with David and myself during the Preconstruction phase and with our Construction phase team during Construction. He will be responsible for providing our day-to-day services including ensuring that Bridging and Design-Build phases stay on schedule and are meeting contractual requirements.

Proud Member of California Park & Recreation Society

**Tony Fuentes, Construction Manager**, will have a key role during Construction phase including monitoring of work progress for timely completion, QA/QC of on-site work and ensuring DBE compliance with contract documents. He brings 10+ years of experience in managing Construction phase, including for Fire Station and Public Safety projects.



mack<sup>5</sup> Services:

Owner's  
Representative

Project Management

Construction  
Management

Cost Management

Cost Planning

phone 510.595.3020

mack<sup>5</sup>

Headquarters  
100 Broadway  
Suite 260  
Oakland, CA 94607

Richmond Office  
322 Harbour Way  
Suite 16  
Richmond, CA 94801

CSLB #935811



Proud Member of  
California Park & Recreation  
Society



**Graciela Ortiz, Project Engineer** will be responsible for site inspections, site visit reports, monitoring RFIs and Submittals and other Construction phase related tasks, and will support Tony throughout Construction phase.

**Dan Gee, Project Manager**, registered P.E. and DBIA Certified Professional, will be available to the team as a resource, bringing as-needed experience from working on the ongoing ACFD Fire Station projects.

**Cynthia Madrid, Senior Cost Manager**, Certified Professional Estimator, with 35+ years' experience will provide cost estimate review, value engineering, support for Design-Builder bid/proposal analysis and change order quantification. Cynthia has combined experience on more than 40 Fire Station and Design-Build projects, and has also estimated hundreds of public agency design-bid-build projects.

**Applied Materials & Engineering, Inc (AME)** will be providing Special Testing and Inspection services. AME has provided these services on a number of Fire Station projects and has worked with mack<sup>5</sup> for more than 15 years on multiple projects.

As shown above and in our Proposal, mack<sup>5</sup> is uniquely qualified to carry our services into the next phase of the Fire Station #27 and Fire Station #29 Replacement Project and is committed to ensuring its successful delivery. We would be very pleased to continue providing our high level of service to the City and look forward to continuing our work on the Project to help the City successfully deliver it.

We also encourage the City to talk with our references to hear first-hand about our high level of service, where we are known for our personalized/results-oriented approach, proactivity and comprehensive knowledge of design and construction.

Thank you for the opportunity,

Manil Bajracharya  
Principal/Senior Project Manager  
President, Macks Craic, Inc. dba mack5  
415-902-6900  
manilb@mack5.com

## Firm Information

Mack's Craic, Inc. dba mack<sup>5</sup> was established 25 years ago by experienced design and construction professionals to provide planning and management for complex construction projects. Our team includes seasoned construction professionals with diverse backgrounds: architects, engineers, contractors and cost estimators. We specialize in Bay Area public agency works, having provided services on close to 150 projects, 80% for public owners.

By focusing on project success, we create a partnership with designers, owners, contractors, and other project stakeholders. This drives innovations, encourages team building and a "win-win" approach, and most importantly, results in optimal value of expenditures.

With our highly personalized support, we act as the client's representative to plan, manage, coordinate and control cost/schedule/quality for design and construction of new and renovation projects. Our full range of services assists owners in all aspects of the design and construction process, including:

- Project Planning & Project Management
- Delivery Strategies & Procurement
- Cost Planning/Estimating/Management & Value Engineering
- Design & Constructability Reviews
- Scheduling & Logistics
- Construction Management & Inspections
- Project/Document Controls
- Post-Construction

### Experience: Fire Station/Essential Services Facilities and Design-Build Projects

mack<sup>5</sup> has experience providing PM/CM services on 13 Bay Area Essential Services buildings, including ACFD Fire Stations #7, #22, #23, #25, and #34, Tomales Fire Station, Kensington Fire Station, Kentfield Fire Station, Petaluma Public Safety Facility (with Fire Station & EOC) San Pablo Police Facility, and Atherton Civic Center/Police Department/EOC, which is detailed later in our proposal. We've also provided cost planning/estimating for 35+ Essential Services buildings.

From having done the Initial Project Overview Report for the City of Newark's Fire Station #27 and Fire Station #29 Replacement Project earlier this year, we understand the Project needs to be delivered as expeditiously as possible in order to control cost and schedule, and as such the City has chosen Design-Build delivery method.

In addition, our team has provided/is providing Project & Construction Management services on 14 Design-Build projects (including 4 fire facilities) over almost 20 years, as well as design review and cost estimating on many more. So we have an excellent understanding of how to successfully manage these projects, including budget, schedule and representing/protecting the owner's interest throughout the design and construction process.

### Experience: Alameda County Fire Department (ACFD) Fire Stations

mack<sup>5</sup> has been working with ACFD for the past few years on their Design-Build Fire Stations #7, #22 and #25 projects. We have been involved with project planning and set up, Bridging Architect and consultant RFPs and selections, programming and Bridging Design phase, Design-Builder RFP and selection, and Design-Builder Design phase. Two of the stations (#7 and #25) will be in construction soon. Most (if not all) the work we've done on ACFD projects is similar to the scope needed on the City's Fire Station #27 and Fire Station #29 Replacement Project.

### Experience: Public Agency Processes

Through the many Bay Area public agency projects we've managed, we know local agency project requirements and how to identify which ones apply to each specific project – from processes required to obtain planning, EIR, CEQA, Council/Board, permitting and AHJ approvals to application processes for utility services to inspections during construction. This extensive experience will allow us keep the Project on track, to support the City of Newark throughout for successful on-time, on-budget delivery.



acfd fire station #25  
(design-build)



acfd fire station #7  
(design-build)



acfd chertland fire station #23



petaluma public safety facility  
with fire station & eoc  
(design-build)



acfd / city of dublin  
joint use public safety complex

## mack<sup>5</sup> Key Staff / Team

### Role:

#### Principal in Charge:

- Manage/oversee all services
- Support all tasks

#### Manil Bajracharya – Principal/Senior Project Manager

- Bachelor of Civil Engineering – Mehran University of Engineering & Technology
- Master of Engineering – University of Mississippi
- Licensed General Contractor #93581 (CA)
- over 22 years of experience

#### Senior Project Manager:

- Project Setup
- Fire Station/ACFD Programming
- Bridging Architect and DBE procurement
- Design phase (Bridging/DBE Design)

#### David Ross, AIA, LEED AP BD+C – Senior Project Manager

- Bachelor of Architecture – University of Oregon
- Project Management Continuing Education – American Management Institute
- Licensed Architect #26056 (CA) and LEED® Accredited Professional – BD+C
- over 35 years of experience

#### Day-to-Day Project Manager:

- Management of all mack<sup>5</sup> tasks throughout Project
- Contracts Administration
- Schedule/Budget monitoring at all phases

#### Michael Drasnin, LEED AP BD+C – Project Manager

- Bachelor of Architecture (Highest Honors) – UC Berkeley
- Project Management Certificate, Advanced Management
- Licensed Architect #23288 (CA) and LEED® Accredited Professional – BD+C
- over 25 years of experience

#### Construction Manager:

- Monitor DBE work progress
- QA/QC for contract compliance
- Project/document controls

#### Tony Fuentes – Construction Manager

- B.S. in Civil Engineering – San Jose State University
- Engineer in Training (EIR) #153518
- over 10 years of experience

#### Field and document control support:

- Site inspections / site visit reports
- Monitor RFIs / Submittals
- Recordkeeping / Document Control

#### Graciela Ortiz – Project Engineer

- B.A. in Politics, International Political Economy – UC Santa Cruz
- Construction Management Certificate Program – City College of San Francisco
- over 4 years of experience

#### As-needed resource / support:

- for mack<sup>5</sup> team
- during all Project phases

#### Dan Gee, PE, DBIA - Project Manager

- Master of Science in Project Management – UC Berkeley
- Bachelor of Science in Civil and Environmental Engineering – UC Berkeley
- Professional Engineer #C81929 (CA) and DBIA Certified Professional
- over 15 years of experience

#### Project cost support:

- Cost Estimate review
- DBE Bid/Proposal analysis
- Value Engineering
- Change Order evaluation

#### Cynthia Madrid, CPE – Senior Cost Manager

- Bachelors in Civil Engineering and Sanitary Engineering – Adamson University
- Certified Professional Estimator
- over 35 years of experience

#### Applied Materials & Engineering, Inc.

- Special Testing & Inspections
- Materials Testing
- QA/QC

#### Ramin Rasouli, ACI, ICC – Lead Special Inspector

- Bachelor of Civil Engineering, Afghanistan, Herat (Accredited International Universities)
- ICC Certified
- 10 years of experience

#### Additional Support Staff

mack<sup>5</sup> has additional staff to support all Project/Construction Management and Inspections needs. We also have Project Administrators/administrative assistance if required.

#### Resumes

Resumes for all Key Staff follow.

education

licenses/certifications



**Manil Bajracharya**

Principal/Senior Project Manager

B.E. in Civil Engineering - Mehran University of Engineering & Technology  
M.E. in Engineering - University of Mississippi

Licensed General Contractor (California #935811)

Mr. Bajracharya is a trained civil engineer who has been in the construction business for over 22 years, managing projects from the planning stage through design phase, as well as construction and closeout. He provides project/construction and cost management services on public projects that include fire facilities, public safety and essential services projects. He works closely with owners, project consultants, stakeholders, contractors and facility staff to coordinate and execute the project at hand and is responsible for overseeing all aspects of projects.

Throughout his career, he has worked on many Design-Build and Fire Station projects, including facilities owned and/or operated by Alameda County Fire Department, as detailed below.

select project experience



acfd cherryland fire station #29



acfd fire station #34



acfd fire station #25 (design-build)

**Projects Owned and/or Operated by Alameda County Fire Department**

- Fire Stations #7 – Castro Valley, CA (Design-Build)
- Fire Station #22 – San Lorenzo, CA (Design-Build)
- Fire Station #25 – Castro Valley, CA (Design-Build)
- Cherryland Fire Station #23 – Cherryland, CA
- Emeryville Fire Station #34 – City of Emeryville
- Fire Stations #27 & 29 – Preliminary Project Planning Support – City of Newark
- Dublin Fire Training Center - Cost Estimating (Design-Build)

**Additional Fire Facility Projects**

- Kentfield Fire Station – Kentfield Fire Protection District
- Kensington Fire Station – Kensington Fire Protection District
- Tomales Fire Station – County of Marin
- Fire Station #52 & Training Center - Cost Estimating – City of San Rafael

**Additional Design-Build Projects**

- San Pablo Police Facility – City of San Pablo
- San Pablo City Hall – City of San Pablo
- Woman, Infants and Children (WIC) Building – City of San Pablo
- Richmond Civic Center & EOC – City of Richmond
- Highland Hospital Acute Tower Replacement (County of Alameda) – Oakland
- Ashland Youth Center (County of Alameda) – San Leandro
- Sandy Turner II Training & Education Center (County of Alameda) – Dublin
- Jay Mahler Recovery Center (County of Alameda) – San Leandro
- 1111 Jackson Street County Offices (County of Alameda) – Oakland
- Burien Park & Ride Garage – City of Burien, WA

**Other Public Agency Projects**

- Atherton Town Center, Police Department & EOC – Town of Atherton
- Corte Madera Town Hall – Town of Corte Madera
- Emeryville Police Station – City of Emeryville
- Fremont Downtown Event Center & Plaza – City of Fremont
- Fremont Police Department Vehicle Storage Warehouse – City of Fremont
- San Lorenzo Community Center – Hayward Area Park and Recreation District

## David Ross, AIA, LEED AP BD+C

Senior Project Manager

Bachelor of Architecture - University of Oregon

Project Management Continuing Education - American Management Institute

Licensed Architect (California) #26056

Licensed General Contractor [inactive]

National Council of Architectural Registration Boards

LEED® Accredited Professional – BD&C Credential



Mr. Ross has over 35 years of experience in project design, management and construction, and is a licensed architect with significant public sector expertise and a variety of project delivery models. David has served as project manager and project architect, with an emphasis on public agency project planning, design and construction. As a registered architect with many years spent in the design field, he has comprehensive expertise with a broad spectrum of occupancy and construction types, systems, materials and finishes.

David has a specialty in public agency projects, including multiple fire facility and public safety projects. He designed and managed more than 40 public agency construction projects (including 8 fire facilities) with varied procurement methods, including Design-Build. His recent experience includes Alameda County Fire Department (ACFD) Fire Stations #7, #22, #23 & #25, City of Petaluma Public Safety Facility/Fire Station, and City of San Pablo Police Facility, all with Design-Build delivery.

His knowledge of ACFD Fire Station programming and operational requirements, combined with in-depth knowledge of the design process, will bring high value to City of Newark's Fire Station #27 and Fire Station #29 Replacement Project.

### Projects Owned and/or Operated by Alameda County Fire Department

- Fire Stations #7 – Castro Valley, CA (Design-Build)
- Fire Station #22 – San Lorenzo, CA (Design-Build)
- Fire Station #25 – Castro Valley, CA (Design-Build)
- Cherryland Fire Station #23 – Cherryland, CA
- Dublin Fire Station #17 – City of Dublin
- Dublin Fire Station #18 – City of Dublin
- Fire Stations #27 & 29 – Preliminary Project Planning Support – City of Newark

### Additional Fire Facility Projects

- Fire Station #1 – City of Sausalito
- Mountain View Fire Station #4 – City of Mountain View
- Mountain View Fire Station #5 – City of Mountain View
- Petaluma Public Safety Facility & Fire Station – City of Petaluma
- Throckmorton Fire Station – City of Mill Valley

### Additional Design/Build Projects

- San Pablo Police Facility – City of San Pablo
- San Pablo City Hall – City of San Pablo
- San Pablo WIC Building – City of San Pablo
- Contra Costa County EOC/Public Safety Building (Bridging Document Validation) – Martinez
- Contra Costa County Administration Building (Bridging Document Validation) – Martinez

### Other Public Agency Projects

- El Cerrito Public Safety Building – City of El Cerrito
- Police Department – City of Sausalito

select  
project experience



acfd cherryland fire station #23



petaluma public safety facility &  
fire station (design-build)



acfd dublin fire station #18

education

license/certifications



## Michael Drasnin, LEED AP BD+C

Project Manager

Boalt Hall School of Law – U.C. Berkeley  
Department of City and Regional Planning – U.C. Berkeley  
B.Arch with Highest Honors – U.C. Berkeley

Licensed Architect #23288 (California)

LEED® Accredited Professional

Certificate in Project Management, Advanced Management - Institute for Architecture and Engineering, San Francisco

Michael Drasnin has over 25 years of experience in the construction industry. He has worked on projects from planning phase to construction closeout and warranty management and brings decades of experience working on public agency projects.

Michael's expertise includes project set up, project procurement, managing/monitoring design phase process, drawing review, public outreach, budget/schedule review, contract administration, overseeing construction management team, FF&E coordination, project close-out and warranty process management.

Michael's experience also includes supporting the mack<sup>5</sup> team on Alameda County Fire Department Fire Station projects and additional Design-Build projects as shown below.

select project experience



acfd fire station #25 (design-build)



acfd fire station #7 (design-build)



richmond civic center & eoc (design-build)

### Alameda County Fire Department

- Fire Station #7 – Castro Valley, CA (Design-Build)
- Fire Station #22 – San Lorenzo, CA (Design-Build)
- Fire Stations #25 – Castro Valley, CA (Design-Build)

### Additional Design-Build Projects

- Richmond Civic Center & EOC – City of Richmond
- 1111 Jackson Street County Offices (County of Alameda) – Oakland

### City of Fremont

- Downtown Event Center & Plaza (Civic Center Phase 1)
- Fremont Police Vehicle and Evidence Storage Warehouse

### City of Richmond

- BART Parking Structure
- BART Intermodal Transit Station Phase 2
- Civic Center Warranty Management & Facility Maintenance

### Hayward Area Recreation and Park District

- Hayward Area Senior Center Renovation
- San Lorenzo Community Center
- San Lorenzo Park

### Other Public Agency Projects

- Atherton Town Center, Police Department & EOC – Town of Atherton
- Cherryland Community Center (County of Alameda) – Hayward, CA
- Dumbarton Quarry Service Yard & Building (East Bay Regional Park District) – Fremont, CA

education

certifications/affiliations



## Tony Fuentes

Construction Manager

B.S. in Civil Engineering - San Jose State University

Engineer in Training (EIT) #153518  
ASCE Member

Mr. Fuentes is a trained Civil Engineer with over 10 years of experience in the construction industry working on public agency, nonprofit and private projects.

Tony brings extensive experience providing construction management services on public agency projects, from his days as a site engineer to now being a qualified Construction Manager. His experience includes providing overall construction management services including monitoring work progress, QA/QC, contractor compliance with contract documents, reviewing/processing RFIs and submittals, preparing reports and meeting minutes, and providing project process management support. He also has experience with document control, permit coordination with public agencies, utility coordination, traffic control plan development, and coordination with the general public/community.

Tony's public agency works include projects for Kensington Fire Protection District, the cities of Richmond and Fremont, Towns of Corte Madera and Atherton, Hayward Area Recreation and Park District, and Santa Clara Valley Water District.

select project experience

**Kensington Fire Station (including temporary fire station)** – Kensington Fire Protection District

**Atherton Town Center, Police Department & EOC** – Town of Atherton

**Corte Madera Town Hall** – Town of Corte Madera

**Fremont Maintenance Center Storage Building** – City of Fremont

**Fremont Irvington and Northgate Parks Restrooms** – City of Fremont

**EPACENTER** – East Palo Alto Youth Arts & Music Center

### City of Richmond

- Harbour 8 Community Hall & Park Expansion
- Shields Reid Park
- Via Verdi Slope Stabilization & Waterway Restoration
- Ferry Point Lift Station
- Citywide Sidewalk Repairs
- Dirt World Bike Park
- Goodrick Avenue Bay Trail Gap Closure
- Wastewater Treatment Plant Critical Improvements

### Hayward Area Recreation and Park District

- San Lorenzo Community Center
- San Lorenzo Community Park Phase 2
- Hayward Area Senior Center
- Sunset Futsal Court

### Santa Clara Valley Water District

- SCVWD Regnard Creek Erosion Repair Project
- SCVWD Future "Watershed" Small Capital Projects
- SCVWD Canoas Creek Repair Project



kensington fire station



atherton town center, police department & eoc



corte madera town hall

education

certifications



## Graciela Ortiz

Project Engineer

B.A. in Politics, International Political Economy – U.C. Santa Cruz

Construction Management Certificate Program – City College of San Francisco

Ms. Ortiz has experience in the construction industry as a Project/Field Engineer working on complex new-build police and hospital projects, and renovations/tenant improvements in occupied facilities.

As a Project Engineer, her responsibilities include:

- monitoring construction progress through regular site visits,
- documenting work progress with site visit reports and photos,
- ensuring contractor's work is in compliance with plans and specifications,
- maintaining project-related documentation
- providing document control and maintaining project records
- monitoring/processing RFIs and Submittals
- monitoring testing & inspections,
- coordinating third-party work including utilities, ff&e etc,
- assisting with punch-walk/punch list, and
- assisting with project start-up/commissioning and project close-out.

select project experience



san pablo police facility (design-build)



helen diller hospital



shields reid park

**San Pablo Police Facility** – City of San Pablo (Design-Build)

**Helen Diller Hospital** – UCSF Health (San Francisco, CA)

- New 15-story hospital with 144 ICU beds, 108 Acute Care beds, and 48 beds which will be convertible from Acute Care to Intensive Care, hybrid operating room technologies specifically tailored to treat cancer patients, diagnostic and treatment facilities, expanded Emergency Department, and Graduate Schools in Health Sciences.

**Helen Diller Hospital Make Ready Projects** – UCSF Health (San Francisco, CA)

- New bulk oxygen pad serving the entire Medical Center
- Renovations of existing Parnassus Central Utility Plant
- Demolition of Langley Porter Psychiatric Building
- Expansion of the existing Long Hospital loading dock
- Main hospital thoroughfare (Medical Center Way)
- Site utilities
- 9 additional Make Ready projects

**Moffitt/Long Hospital Renovation** – UCSF Health (San Francisco, CA)

**City of Richmond**

- Shields Reid Park Improvements
- Shields Reid Park Turf Field Renovation
- Wendell Park Field Renovation

education:

licenses/certifications:



## Dan Gee, PE, DBIA

Project Manager

Master of Science in Project Management, U.C. Berkeley  
Bachelor of Science in Civil and Environmental Engineering, U.C. Berkeley

Professional Engineer (California #C81929)  
DBIA Certified Professional

Mr. Gee is a Professional Engineer with Designated Design-Build Professional (DBIA) certification. He has more than 15 years of experience in the construction industry, over 10 of which were working with a well-known Bay Area Design-Build contractor.

His experience includes project budget management, forecasting, contracting, change management, preconstruction project management, estimating, requests for proposals, subcontractor management, master schedule management, project procurement, document control, field coordination, management of RFI's, submittals, Procurement logs, look ahead schedules, change orders, and quality control.

He has expertise with renovations and new builds – including Design-Build Fire Stations for Alameda County Fire Department (ACFD) – under both Design-Build and Design-Bid-Build delivery. His 2+ years of experience on ACFD Fire Station projects will bring as-needed support/knowledge to the City of Newark's Fire Station #27 and Fire Station #29 Replacement Project.

select project experience



acfd fire station #7 (design-build)



petaluma public safety facility & fire station (design-build)



acfd fire station #25 (design-build)

### Alameda County Fire Department

- Fire Station #7 – Castro Valley, CA (Design-Build)
- Fire Station #22 – San Lorenzo, CA (Design-Build)
- Fire Station #25 – Castro Valley, CA (Design-Build)

### Additional Design-Build Projects

- Petaluma Public Safety Facility & Fire Station – City of Petaluma
- San Pablo Police Facility – City of San Pablo
- CPMC/Van Ness Medical Office Building (San Francisco) – California Pacific Medical Center/Sutter Health (Developed by Pacific Medical Buildings)
- Hyatt Place - 701 3rd Street (San Francisco) – Stonebridge Companies
- Village at Santa Monica (Santa Monica) – Related Companies
- The Emerson (Los Angeles) - Related Companies
- Assembly at North First Street (San Jose) – EQT Exeter
- Exelixis Facility -1951 Harbor Bay Parkway (Alameda) – srmERNST Development Partners

### City of Richmond

- Booker T. Anderson Community Center
- Rheem Creek Watershed
- Santa Rita Road Stabilization
- Wendell Park

### Other Public Agency Projects

- East Palo Alto Academy Gymnasium – Sequoia Union High School District

## Cynthia Madrid, CPE

Senior Cost Manager

B.S. Civil Engineering, Adamson University, Philippines  
B.S. Sanitary Engineering, National University, Philippines

Certified Professional Estimator  
American Society of Professional Estimators - member

Ms. Madrid has over 30 years of experience in the building profession working on behalf of cost consulting firms. Her extensive experience includes cost estimating, preparing bills of quantities, evaluation of change orders, value engineering, post contract administration, cost reconciliation with third-party consultants/contractors, and peer review of cost estimates prepared by third-party consultants. She has very strong expertise in public agency facilities, including new construction, retrofits/remodels/renovations and assessments/feasibility/ program-level cost plans and estimates.

Cynthia has worked on 20 Fire Station/services facilities and over 15 Design-Build projects. She also provided cost estimating services on the 4 Alameda County Fire Department projects listed below.

### Alameda County Fire Department

- Fire Stations #7 and #25 – Castro Valley, CA (Design-Build)
- Fire Stations #22 – San Lorenzo, CA (Design-Build)
- Dublin Fire Training Center – Dublin, CA (Design-Build)
- Fire Dispatch Center - ACRECC – Dublin, CA (Design-Build)

### Additional Fire Facility Projects

- Dinuba Fire Station #52 – City of Dinuba
- Kensington Fire Station – Kensington Fire Protection District
- Milpitas Fire Station #1 – City of Milpitas
- San Rafael Fire Station #52 & Training Center – City of San Rafael
- San Rafael Fire Station #57 – City of San Rafael
- Sunnyvale Fire Station #2 – City of Sunnyvale
- Tomales Fire Station – County of Marin
- Ventura Fire Headquarters & Training Center – Ventura County Fire District

### Additional Design-Build Projects

- San Pablo Police Facility – City of San Pablo
- Cloverdale Police Facility – City of Cloverdale
- Highland Hospital ATR Project - Care Pavilion – County of Alameda
- Angeles National Forest Warehouse – USDA Forest Service
- County Administration Building (Contra Costa County) – Martinez
- East County Hall of Justice (Alameda County GSA) – Dublin
- Santa Rita Jail ADA Upgrades (Alameda County GSA) – Dublin
- MADF-Courthouse Connection (Sonoma County) – Santa Rosa
- Grand/Cypress and 488 Linden Ave – San Mateo, CA
- U.C Santa Cruz Upper Quarry Amphitheater – Santa Cruz, CA
- EBRPD Point Pinole Service Yard Building – East Bay Regional Park District

### Other Public Agency Projects

- San Rafael Public Safety Building – City of San Rafael
- San Ramon Public Safety Building – San Ramon Fire Protection District
- Palo Alto Public Safety Building – City of Palo Alto



select  
project experience



acfd dublin fire training center  
(design-build)



acfd fire station #25  
(design-build)



san rafael fire station #57



**RAMIN RASOULI, ACI, ICC**

Lead Special Inspector

**Education:**

Bachelor of Civil Engineering, Afghanistan, Herat (Accredited International Universities)

**Certifications:**

ICC Reinforced Concrete  
ICC Prestressed Concrete  
ICC Structural Masonry  
ICC Structural Steel and Bolting  
ICC Residential Building Inspector  
ICC Spray Applied Fire Proofing  
ICC Firestopping CLA  
ICC Commercial Building Inspector  
ICC Building Inspector

**Expertise:**

San Francisco Building Code (SFBC)  
Title 24 California Building Code  
Chapter 17A: Special inspection & tests  
Chapter 19A: Concrete  
Chapter 21A: Masonry  
Chapter 22A: Steel  
Chapter 23A: Wood  
Division of the State Architect (DSA)  
Health Care Access and Information (HCAI)



Mr. Rasouli has been a valuable member of AME since 2018. With nearly a decade of experience as a civil engineer internationally, he has contributed his expertise to a range of projects across multiple sectors, including healthcare, commercial, residential, and educational facilities. His work with the United States Army Corps of Engineers (USACE) has included providing comprehensive quality assurance services, ensuring the highest standards of project execution and compliance.

Mr. Rasouli holds several key certifications, including ICC certification, Quality Assurance Responsibility (QAR), and Quality Control Manager (QCM) certifications. He has over three years of specialized experience conducting inspections for concrete, steel, masonry, and wood, further strengthening his skill set in quality assurance and project oversight. His broad experience and technical qualifications make him a critical asset to AME.

**Relevant Experience:**

**UCSF Clinical Sciences Building, San Francisco**

Seismic retrofit and renovation of the historic 109,000 sf Clinical Sciences Building for future use as classroom, meeting and academic work spaces. The scope includes seismic upgrade renovations; historic restoration; new construction for glazed pavilion multi-use spaces; interior construction including MEP, data and telecommunications cabling; and building site landscape. Special inspections for: reinforced concrete, structural steel, high strength bolts, BRB fabrication and dowels.

**Fire Station 70, San Pablo**

The \$13.5 million project consists of a 15000 square foot, two-story station that includes three apparatus bays, a training center, and dormitories, along with support facilities to accommodate two three-person crews. The foundation consisted of a 10" concrete slab-on-grade with a steel and wood-framed two-story superstructure.

**Fire Station 86, Bay Point**

The new one-story Silver LEED-accredited structure replaced the existing Fire Protection District Fire Station #86. The building foundation system was 5" slab-on-grade. The fire truck parking area consisted of caisson footing deep foundation. The superstructure consisted of wood framing with CMU interior walls.

**Academic Services Replacement Building, UC Berkeley**

The project involved ground-up construction of a 78,000 square-foot, L-shaped, 5-story facility incorporating mass timber construction with buckling restrained braced frames. The building's design incorporates a steel gravity and lateral system, with an auditorium that features 80-foot long-span steel trusses, seismically separated from the main structure. The project utilizes mass timber, significantly reducing the building's carbon footprint. The structural system features glulam beams and columns, as well as 5-ply Cross Laminated Timber (CLT) diaphragms to efficiently resist both gravity and seismic loads.

**Fire Station 16, Lafayette**

The new First Station #16 will include a single apparatus bay and three dorms along with all associated HVAC, electrical, civil site work, and landscaping.

**Fire Station 10 Training Tower, Concord**

The training and education center is built on 12 acres of land and was designed to dramatically improve fire-rescue training programs for firefighters within the district. A reinforced concrete 50-foot open balcony drill tower and an open space area utilized for trench rescue and wildland training.

## Relevant Project Experience

### ACFD Fire Stations #7, #22 & #25

*San Lorenzo & Castro Valley, CA (Alameda County Fire Department)*



#### Project Description / Scope

Alameda County Fire Department (ACFD) is building 3 new Design-Build fire stations as part of the Measure X Fire Safety Bond:

1. Fire Station #7: +/- 7,800 SF, single-company, one-story 2 apparatus bay station in Castro Valley, CA.
2. Fire Station #22: +/- 7,500 SF, single-company, one-story 2 apparatus bay station in San Lorenzo, CA.
3. Fire Station #25: +/-14,500 SF, two-company, two-story 3 apparatus bay station built on the same parcel as the existing Fire Station 25 in Castro Valley, CA. Scope includes demolition/replacement of existing Fire Station #25, as well as renovations of a temporary facility for crew/operations at a separate site.

Key relevant project elements include:

- ACFD Fire Stations
- Design-Build Delivery
- Coordination with many stakeholders  
(ACFD staff/users, Alameda County procurement/legal, arts commission, area residents/businesses, AHJs/Utility Providers)

**Roles/Responsibilities:** Project's full-service Project/Schedule/Budget Manager, providing complete Project/Construction/Cost Management services to ACFD for all phases (Planning, Design, Procurement, Construction, Closeout). Responsibilities include Bridging Architect RFQ/P development & selection process, DBE RFQ development & shortlist process, DBE RFP development & evaluation/selection process, design oversight/value engineering support throughout Bridging Document and DBE design, complete construction management in Construction phase and Cost/Schedule control at all phases, including full cost estimating services for Station 22 Bridging Documents phase.

**Estimated Design-Build Cost:** \$61.5 million

**Client/Owner:** Alameda County Fire Department

### ACFD Cherryland Fire Station #23

*Hayward, CA (County of Alameda/Alameda County Fire Department)*



#### Project Description / Scope

New 11,800 SF Alameda County Fire Department Design-Bid-Build fire station with independent community use. The LEED® Silver Essential Service Facility houses a state-of-the-art fire station and community room, and is capable of supporting a health services clinic in a new hybrid facility model. The facility includes public art, two drive-through apparatus bays, workshop, exercise room, offices, sleeping rooms, dayroom, commercial kitchen and community room.

Key relevant project elements include:

- ACFD Fire Station
- Coordination with many stakeholders  
(ACFD staff/users/departments, local residents/businesses, AHJs/Utility Providers)

**Roles/Responsibilities:** Prior to having an outside project manager, the project had been delayed and incurred a large number of change orders due to contractor/design team performance issues. mack<sup>5</sup> was brought on 8 months into construction to set it back on course, coordinating the work of 2 architectural firms to proactively avert conflicts/gaps in construction documents. The mack<sup>5</sup> Construction Management services, including extensive design interpretation and contractor guidance, helped ensure successful on-time completion.

**Construction Cost:** \$8.8 million

**Client/Owner:** Alameda County GSA

### ACFD Emeryville Fire Station #34

*Emeryville, CA (City of Emeryville/Alameda County Fire Department)*



#### Project Description / Scope

Existing Fire Station building owned by City of Emeryville and operated by Alameda County Fire Department. The project consisted of a complete remodel of the existing 8,500 SF Fire Station, including bathrooms/showers, exercise room, dining/kitchen, new roofing with photovoltaic system, HVAC units, and ADA upgrades. The fire station sits adjacent to the City's Police Station, which mack<sup>5</sup> also managed the renovation of.

Key relevant project elements include:

- ACFD Fire Station
- Coordination with many stakeholders  
(City Staff/ACFD staff/users/departments, local residents/businesses, AHJs/Utility Providers)

**Roles/Responsibilities:** Provided Construction Management and Inspection services to the City of Emeryville, including cost/schedule control at all phases.

**Construction Cost:** \$1.3 million

**Client/Owner:** City of Emeryville

### Tomales-Fire Station

*Tomales, CA (County of Marin/Marin County Fire Department)*



#### Project Description / Scope

New 8,600 SF LEED® Silver equivalent Design-Bid-Build Fire Station, providing space to house three fire engines, water rescue equipment, and a five-person crew. Exterior features include bio-retention areas for stormwater management, a photovoltaic solar array for power, parking areas including electric vehicle charging station, emergency generator, and water storage tanks.

Key relevant project elements include:

- Fire Station
- Coordination with many stakeholders  
(County staff/users/departments, local residents/businesses, AHJs/Utility Providers)

**Roles/Responsibilities:** Provided Project and Construction Management services to the County and Marin County Fire Department. Our full management service responsibilities included managing construction contracts and advising the County on cost/schedule control throughout preconstruction, construction and project closeout.

**Construction Cost:** \$7.1 million

**Client/Owner:** County of Marin

## Kensington Fire Station

*Kensington, CA (Kensington Fire Protection District)*



### Project Description / Scope

Full retrofit, renovation and addition to existing 5,800 SF Public Safety Building, which converted the building from housing both a fire station and fire/police services to housing exclusively fire services and a fire station. A temporary Fire Station facility was put in place for Fire District use during renovation of the building. Prior to this project, mack<sup>5</sup> managed other phased renovations of building, starting in 2005. Phase 1 was structural upgrades; Phase 2 was ADA & waterproofing upgrades and drainage improvements; Phase 3 was asbestos remediation and reconfiguration of existing apparatus bay for new engine. We also managed the Master Plan process for a potential replacement Public Safety Building to house new fire and police stations.

Key relevant project elements include:

- Fire Station/Facility
- Included Design/Construction of a temporary Station
- Coordination with many stakeholders  
(District staff/users/departments, local residents/businesses, AHJs/Utility Providers)

**Roles/Responsibilities:** Project Management Support/Construction Manager, providing Project Planning, Construction, and Cost Management services to Kensington Fire Protection District. Responsibilities include constructability review, complete construction management and cost/schedule control at all phases.

**Construction Cost:** \$6.3 million

**Client/Owner:** Kensington Fire Protection District

## Petaluma Public Safety Facility

*Petaluma, CA (City of Petaluma)*



### Project Description / Scope

New 65,000 SF Design-Build public safety facility for both Fire and Police Headquarters, with Fire Station and Emergency Operations Center. The facility will be built within the tight site constraints within the Petaluma Fairgrounds property, which requires a multi-story, reduced-footprint building solution.

Key relevant project elements include:

- Design-Build Delivery
- Fire Station / Public Safety / Essential Services Facility / Emergency Operations Center
- Coordination with many stakeholders  
(City staff/fire & police dept staff/users/departments/Council, fairgrounds staff/users, local residents/businesses, AHJs/Utility Providers)

**Roles/Responsibilities:** Project's full-service Project/Schedule/Budget Manager, providing complete Project/Construction/Cost Management services to the City for all phases (Planning, Design, Procurement, Construction, Closeout). Responsibilities include Bridging Architect RFQ/P development & selection process, DBE RFQ development & shortlist process, DBE RFP development & evaluation/selection process, design oversight/value engineering support throughout Bridging Document and DBE design, complete construction management during Construction phase and Cost/Schedule control at all phases.

**Estimated Design-Build Cost:** \$55 million

**Client/Owner:** City of Petaluma

**San Pablo Police Facility**  
*San Pablo, CA (City of San Pablo)*



**Project Description / Scope**

New Design-Build 42,000 SF, two-story Essential Services building adjacent to the City's new City Hall, which mack<sup>5</sup> also managed. The Police Headquarters will accommodate approximately 88 full-time Police Department employees, with detention facility and Emergency Operations Center. The facility will include classrooms for formal instruction/virtual training, as well as multi-lane pistol and rifle ranges with turning and lateral moving targets. The project is currently tracking to be LEED® Gold certified.

Key relevant project elements include:

- Design-Build Delivery
- Public Safety / Essential Services Facility / Emergency Operations Center
- Coordination with many stakeholders  
 (City staff/users/departments/concurrent adjacent development/Council, local residents/businesses, AHJs/Utility Providers)

**Roles/Responsibilities:** Project's full-service Project/Schedule/Budget Manager, providing complete Project/Construction/Cost Management services to the City for all phases (Planning, Design, Procurement, Construction, Closeout). Responsibilities include Bridging Architect RFQ/P development & selection process, DBE RFQ development & shortlist process, DBE RFP development & evaluation/selection process, special testing & inspections, commissioning services, design oversight/value engineering support throughout Bridging Document and DBE design, complete construction management during Construction phase and Cost/Schedule control at all phases.

**Design Build-Cost:** \$39.7 million

**Client/Owner:** City of San Pablo

**Atherton Town Center, Police Department & EOC**  
*Atherton, CA (Town of Atherton)*



**Project Description / Scope**

New 45,000 SF Town Center on a 5-acre site, which was developed in collaboration with San Mateo County Libraries. Its existing buildings dated to the 1920s and included several temporary trailer offices. The Town Center project consists of a new Administration/City Hall Building with Police Department & EOC, New Library Building, existing Town Hall renovation, civic center plaza and parking. The Civic Center was built to LEED® Standards and the Library is LEED® Gold Certified.

Key relevant project elements include:

- Public Safety / Essential Services Facility / Emergency Operations Center
- Coordination with many stakeholders  
 (Town staff/users/Council/residents/businesses, San Mateo County Libraries, AHJs/Utility Providers)

**Roles/Responsibilities:** Project's full-service Project/Schedule/Budget Manager, including complete Project/Construction/Co: Management services to the Town for all phases (Planning, Design, Procurement, Construction, Closeout). Responsibilities included providing the project's design phase cost estimates, as well as Cost/Schedule control at all phases.

**Construction Cost:** \$47.7 million

**Client/Owner:** Town of Atherton

## Richmond City Hall & EOC Retrofit/Renovation

*Richmond, CA (City of Richmond)*



### Project Description / Scope

Design-Build seismic retrofit and renovation of historic 69,000 SF City Hall. The City of Richmond's Emergency Operation Center is located in the City Hall building which required the building to be seismically upgraded to Essential Services standard with backup generator power and redundant hvac and power systems for the main server room and data center. The project also involved relocation of the Richmond Police Department to a new facility/location. The project is LEED® Gold Certified.

The City Hall was part of a phased seismic retrofit/renovation of the Richmond Civic Center complex, which mack<sup>5</sup> also managed and included the former Hall of Justice, Auditorium, Richmond Art Center/KCRT Building and Civic Plaza.

Key relevant project elements include:

- Design-Build Delivery
- Essential Services Facility / Emergency Operations Center
- Coordination with many stakeholders  
(City staff/users/departments/Council, police department, local residents/businesses, AHJs/Utility Providers)

**Roles/Responsibilities:** Project's full-service Project and Construction Manager, providing complete Project/Construction/Cost Management services to the City for all phases (Planning, Design, Procurement, Construction, Closeout). Responsibilities included budget development, DBE design phase management, cost estimating, constructability review, schedule/cost management, GMP & DBE contract negotiations, site inspections, and assisting with owner subconsultants procurement and installation.

**Design-Build Cost:** \$27 million

**Client/Owner:** City of Richmond

## San Pablo City Hall

*San Pablo, CA (City of San Pablo)*



### Project Description / Scope

New Design-Build 42,000 SF City Hall housing the City's administrative offices, including City manager's office and Council chambers. mack<sup>5</sup> participated in the PG&E "Savings by Design" program, including Integrated Design Charrette under that program. The City adopted Photovoltaics from its current City Hall site and included provisions for additional rooftop photovoltaics. The LEED® Gold Certified / Enhanced Commissioning project also includes public art, electric vehicle charging stations and parking lot.

Key relevant project elements include:

- Design-Build Delivery
- Coordination with many stakeholders  
(City staff/users/departments/Council, local residents/businesses, AHJs/Utility Providers)

**Roles/Responsibilities:** Provided project Planning, Design, Construction and Closeout Management. Responsibilities included developing Bridging Documents and DBE RFP, leading DBE selection and contract process, developing project budget/schedule, procuring owner-direct consultants, special testing and inspections, cost review, value engineering support and design oversight throughout design, and full construction management during Construction phase and cost/schedule control at all phases.

**Design-Build Cost:** \$19.5 million

**Client/Owner:** City of San Pablo

## Additional Relevant Projects



### **Kentfield Fire Station** (Kentfield Fire Protection District)

Renovation and expansion to existing fire station, requiring temporary offsite quarters for administration and fire fighters.

mack<sup>5</sup> Services: Project & Construction Management

- 12,600 SF
- Relevance: Fire Station



### **ACFD Headquarters / City of Dublin Joint Use Public Safety Complex** (City of Dublin)

Joint Use Public Safety Complex project with 3 buildings on two sites: new office space for Alameda County Fire Department Headquarters in an existing building, repurposed existing metal-clad maintenance facility for ACFD, and new metal clad corporation yard for the City of Dublin.

mack<sup>5</sup> Services: Project & Construction Management

- 57,100 SF
- Relevance: ACFD Facility



### **Women, Infants, and Children (WIC) Building** (City of San Pablo)

New Women, Infants and Children facility built by the City of San Pablo for Contra Costa Health Services.

mack<sup>5</sup> Services: Project & Construction Management

- 7,000 SF
- Relevance: New Design-Build Project



### **REACH Ashland Youth Center** (Alameda County GSA)

New LEED® Platinum Youth Facility that provides numerous youth services, with multiple stations to support the library, coaching, career counseling and tech center.

mack<sup>5</sup> Services: Project & Construction Management

- 31,500 SF
- Relevance: New Design-Build Project



### **Jay Mahler Recovery Center** (Alameda County GSA - San Leandro)

Jay Mahler Recovery Center is a new LEED® Silver Equivalent facility that provides residential services for up to 16 clients in need of mental health services at Fairmont Hospital campus.

mack<sup>5</sup> Services: Project Management Support, Construction Management

- 7,400 SF
- Relevance: New Design-Build Project



### **Sandy Turner II Training and Education Center** (Alameda County GSA - Dublin)

A new LEED® Silver Equivalent multi-classroom building with emphasis on vocational programs and hands-on training at the Santa Rita Jail for the Alameda County Sheriff's Office.

mack<sup>5</sup> Services: Project Management Support, Construction Management

- 6,000 SF
- Relevance: New Design-Build Project



### **Highland Hospital Acute Tower Replacement** (Alameda County GSA - Oakland, CA)

New Acute Care Tower with 169 licensed beds, a 78,000 SF clinic/medical office building, connecting corridors and central landscaped courtyard, and demolition of the existing acute care tower.

mack<sup>5</sup> Services: Project Management Support

- 519,000 SF
- Relevance: New Design-Build Project



### **1111 Jackson Street Tenant Improvements** (Alameda County GSA - Oakland, CA)

LEED Silver full interior renovation of existing 8-story downtown Oakland office building (plus basement) into new offices for Alameda County Probation Department and Social Services Agency, plus conference room floor.

mack<sup>5</sup> Services: Construction Management

- 152,600 SF
- Relevance: Design-Build Project



# APPLIED MATERIALS & ENGINEERING, INC.

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## SELECT FIRE STATION PROJECT EXPERIENCE

### Fire Station No. 86, 10 Goble Drive, Bay Point



**Client:** Mr. Jeff Acuff (Previous PM: William Wahbeh), Contra Costa County Capital Projects, (925) 957-2487; Jeff.Acuff@pw.cccounty.us

**Square Footage:** 10,856 sf

**Construction Cost:** \$10 Million

**Project Duration:** August 2020 – July 2022

**Contract Amount:** \$ 68,630

**Contractor:** C. Overaa

**Structural Engineer:** RRM Design Group

**Project Description:** The new one-story Silver LEED-accredited structure replaced the existing Fire Protection District Fire Station #86. The building foundation system was 5" slab-on-grade. The fire truck parking area

consisted of caisson footing deep foundation. The superstructure consisted of wood-framing with CMU interior walls.

**Scope of Work:** Reinforced concrete, structural masonry, structural steel (shop/field welding), high-strength bolts and nailing/tie-down, and pos-installed anchors.

### Fire Station No. 70, Contra Costa County Fire Protection District, San Pablo



**Client:** Mr. Jeff Acuff (Previous PM: William Wahbeh), Contra Costa County Capital Projects, (925) 957-2487; Jeff.Acuff@pw.cccounty.us

**Square Footage:** 15,000 sf

**Construction Cost:** \$13.5 Million

**Project Duration:** July 2019 – December 2020

**Contract Amount:** \$62,238

**Contractor:** Alten Construction

**Structural Engineer:** H.D. Rueb

**Project Description:** The City of San Pablo Fire Station No. 70 project consists of the construction of a single-story essential services facility designed to replace the existing outdated station. The new structure is a Type

IIB steel-framed building with concrete slab-on-grade and reinforced masonry/CMU walls and wood framing.

**Scope of Work:** Material testing & inspection for rebar, concrete, masonry, welding, anchors, and nailing/framing.

### Additional Fire Station Projects

- San Francisco Fire Stations #12, #14, #19, #36
- San Leandro Fire Stations #10, #11
- Pleasant Hill Fire Station #5
- El Sobrante Fire Stations #69
- Lafayette Fire Stations #15, #16
- Concord Fire Stations #6, #10

## References

### Project

**ACFD Fire Station #7**

**ACFD Fire Station #22**

**ACFD Fire Station #25**

**Eric Moore**  
Deputy Chief  
Alameda County Fire Department  
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510-693-3402

**ACFD Cherryland  
Fire Station #23**

**Brian Laczko**  
Senior Project Manager (former)  
Alameda County GSA  
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**Kensington Fire Station**

**Mary Moris-Mayorga**  
Consultant  
Kensington Fire Protection District  
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**Petaluma Public Safety  
Facility**

**Paul Geoghegan**  
Project Manager  
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707-512-5160

**Richmond City Hall & EOC  
Retrofit/Renovation**

**Shasa Curl**  
City Manager  
City of Richmond  
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510-620-6512

**San Pablo City Hall  
San Pablo Police Facility**

**Charles Ching**  
Assistant City Manager (former)  
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925-943-5814

## Approach & Scope of Services

The following pages provide our comprehensive Approach/Scope of Services for the City of Newark's Fire Station #27 and Fire Station #29 Replacement Project. Our approach is based on our experience with the planning phase of this project and our experience working with Alameda County Fire Department (ACFD), as well as other Fire Facility and Design-Build (DB) projects. Our services will be provided during planning for, designing, permitting, constructing and closing out the Project.

### PROJECT UNDERSTANDING

From the Initial Project Overview Report that mack<sup>5</sup> produced earlier this year, we thoroughly understand that a primary Project goal is to build replacement Stations that meet current code and operational requirements, and improve emergency response capabilities in the City. Therefore, we know it's a very important project for the City and its elected officials, the Newark community and ACFD, and that it must:

- address City and ACFD programming, performance and operational needs,
- meet latest Fire Station and essential services design standards,
- incorporate effective/current technology for communications/dispatch/training,
- have a well-vetted plan for interim Station locations/operations and location of training facility components at Station 27,
- have a process to confirm costs early on, followed by active/continuous risk mitigation to maintain budget control throughout the Project, and
- have comprehensive design & construction management to deliver the Project within both schedule and budget, and to desired quality/life cycle requirements.

In order for the Project to meet all these requirements, we also understand that the City requires a Project Management team with resources and expertise in:

- providing input for selecting locations of the interim Stations and Station 27's training components,
- efficiently/effectively delivering Design-Build Fire Stations (in particular with ACFD requirements), including comprehensive risk/budget/schedule management, and
- ensuring "good neighbor" public outreach efforts are in place, including for considering public feedback in the design process and addressing questions/concerns during construction phase.

We also know that program verification, optimizing program/performance needs vs. budget, and ensuring identified stakeholder priorities are considered during design will be Project priorities.

This means that the selected Project Manager must have the experience in public agency Design-Build delivery that's required to advocate for and represent the City's interests throughout the Project, from pre-design through Project closeout. With experience on 14 Bay Area public agency Design-Build projects, including 3 Fire Stations for ACFD and other public safety projects, mack<sup>5</sup> brings the qualifications to seamlessly fill this role, being constantly vigilant to maintain aesthetics, quality, durability, sustainability, schedule, and cost during design and construction, with primary focus on delivery of highly functioning Stations, on-time and on-budget.



acfd fire station #7  
(design-build)



acfd cherryland fire station #23

## APPROACH OVERVIEW

Our approach to managing all projects is to provide proactive management, emphasizing critical goals/priorities early on to establish a pathway to success, while also identifying areas of potential risk before any can develop into actual risks. We're very successful in this approach due to the experienced Project Managers that manage our projects, each with 15+ "years in saddle," allowing them to spot potential issues early on. For this project, mack<sup>5</sup> will also bring our knowledge of the ACFD's Fire Station program and operational requirements, as well as our established relationship with ACFD, to facilitate design and construction of the Project.



acfd fire station #25  
(design-build)

To that end, our team is led by Manil Bajracharya, with Project Manager Michael Drasnin providing day-to-day management. Michael and Manil have both worked on multiple Fire Station and Design-Build projects, including the ongoing ACFD Fire Stations #7, #22 and #25 project. During design phase, they will be assisted by David Ross, who has designed Fire Stations as a practicing architect, intimately knows the needs of these facilities, and has been extensively involved in Bridging Architect selection, Bridging phase and Design-Build Design phase for the ongoing ACFD Fire Stations #7, #22 and #25 project. During construction, our team will also include Tony Fuentes and Graciela Ortiz for Construction Management & Inspections. And throughout the Project, Dan Gee (who brings experience on ACFD Fire Stations #7, #22 and #25) will be available to assist with our management tasks as needed, and Cynthia Madrid will provide as-needed cost planning/estimating/VE/change order analysis. With this approach, we can be a step ahead of the Design-Build Entity (DBE) to protect the City's interests, while drawing on our experience to manage/work with the DBE in both Design and Construction. We'll also independently verify costs associated with any added work, whether requested by the DBE or City.

The mack<sup>5</sup> approach for the Project will also be based on these main precepts:

- City and ACFD program/operational needs must be thoroughly considered and addressed in planning/design processes and in minimizing operational costs
- the Design-Build Entity (DBE) must meet overall Project goals,
- the DBE's cost & schedule must be within the Project budget & schedule, and
- the City and ACFD must get a best-value project out of the Design-Build process.



acfd cherryland fire station #23

In addition, we would like to specifically note that our approach will ensure that the Bridging Architect and DBE comprehensively address City and ACFD scope such as:

- Codes & Regulations - understand those that apply specifically to Fire stations.
- Durability - use materials and finishes that are designed for 24/7 usage.
- Sustainability - meet California standards to reduce overall cost/environmental impact.
- Reliability - use equipment/systems with proven dependability in heavy-use facilities.
- Technology & Communications - install the right systems that balance technological advancements and ease of operation (including implementation of the alerting and ring-down systems).
- Service & Maintenance - select systems and implement servicing that is simple, accessible and reduces on-going maintenance.

Our steps for managing these key Project issues will be:

**Setup:** Our first tasks will be to update the Initial Project Overview Report's budget and schedule as needed. In addition, we'll develop a Project consultant procurement plan, and work with the City to finalize the location of temporary stations.



kensington fire station



kentfield fire station



tomales fire station

**Bridging Architect/Documents:** As quickly as possible, mack<sup>5</sup> will assist the City with the Bridging Architect RFP and selection. We will then work with the City, Bridging Architect and ACFD to refine the building program that was developed for ACFD's single-engine station, along with spatial layouts, to be consistent with City goals and ACFD needs. The proposed design (including the architectural character) will be reviewed with the City and ACFD with a public outreach process to refine Project intent, to support comprehensive Bridging Documents that clearly communicate Project scope/quality/requirements to potential DBEs. Combined with Project Setup, this process will allow the City and ACFD, guided by our team's expertise/experience, to control the Project narrative – without sacrificing innovation or creative thinking from the DBE.

**Consultant Procurement** mack<sup>5</sup> will assist the City in procuring all necessary Project consultants. Initially this will include "early-on" CEQA, Environmental, Geotechnical, Surveyor, etc. consultants, followed later by Commissioning, FF&E, and others as needed for design and construction.

**Project Approval, Utilities:** mack<sup>5</sup> will assist the City with approval of the Project from all agencies including City Planning, Building, Public Works, ACFD, County Health (if needed), County Environmental (if needed), BAAQMD and any others required. Our team will also assist the City in ensuring utility applications are timely submitted and approved, so that these do not impact the construction schedule.

**Design-Build Entity (DBE) Process:** A primary key to every successful Design-Build project is selection of a qualified DBE: a team player, firmly focused on delivering the Project while maintaining design intent within budget. After assisting the City with evaluating, identifying and selecting the best-value DBE proposal and getting that DBE under contract, mack<sup>5</sup> will be constantly vigilant so that the DBE maintains scope, aesthetics, quality, durability, sustainability, schedule and cost during design and construction. Throughout the process, we'll stay on top of cost, value engineering (VE), design document review and schedule, to maintain budget, schedule and quality.

During DBE design phase, in conjunction with all Project team members, we will ensure the Project is developed according to all Bridging Documents requirements and its design doesn't deviate significantly in program and quality. During construction, we'll proactively monitor/independently observe all work on the Project, to spot any issues before they can become problems that affect project cost or schedule. We will also ensure that the DBE completes a thorough closeout process, leaving no loose ends.

**Risk/Cost/Schedule/Quality/Process Management throughout the Project:**

In providing effective overall Project Management, our proven approach for managing the Project, which we've successfully used on all our projects, will be to:

- provide proactive services – always endeavoring to identify and stay in front of issues before they affect cost/schedule/quality,
- assign mack<sup>5</sup> team members with the experience/expertise that allows them to be proactive,
- develop a credible, vetted Total Project Budget and Master Program Schedule – credible being the key – to ensure that each can actually be achieved, while delivering required quality. mack<sup>5</sup> already "drafted" these two tools in our Initial Project Overview Report; once on, we'll get a full understanding of all the parts and pieces of the Project to finish building them out as key management tools, and then constantly review/monitor them and promptly address any issues that may negatively impact them, to ensure they are achieved, and
- manage/monitor design and construction processes to ensure that despite the inherent risks and challenges of construction (see end of this section for Potential Project Risks/Challenges), the Project is constructed within budget/schedule, without compromising any required quality/sustainability/technical specifications.



petaluma public safety facility 8  
fire station / soc (design-build)

### overview



alameda county fire department  
headquarters / city of dublin  
joint use public safety complex

### funding sources

### risk register

Design-Builders carry the risk associated with design, cost, schedule and quality, under a contract where they must design and build projects that meet project requirements within an agreed budget/schedule. Based on our experience, we know that paying close/constant attention to these to identify and mitigate any potential impacts to the Project in both design and construction is a key to successful project completion. We also know that advocating and being the internal liaison to represent, coordinate and communicate all owner interests and needs, as well as coordinating/communicating the activities of all project participants, is critical for project success, in this case for the City, ACFD, Bridging Architect, DBE, and other stakeholders as appropriate.

### PROJECT MANAGEMENT

mack<sup>5</sup> will be the City's representative and advocate throughout the Project, to ensure Project goals/objectives/requirements are met. As part of this representation, we will attend Project meetings and interface with ACFD, the Bridging Architect, DBE, other Project consultants and the Project's Authorities Having Jurisdiction (AHJs), to represent the City's interest.

Using our experience managing ACFD projects and providing services on over 150 local public agency projects with their many AHJs and PG&E, our team will also facilitate plan approvals, permitting, utility applications/permits, and inspections during design and construction.

mack<sup>5</sup> will take the lead during all phases of the Project to ensure both Bridging and DBE design documents meet Project and City goals. We'll also ensure the DBE team works collaboratively with the City, ACFD and other Project team members to successfully deliver the Project – **on schedule, on budget**, and with desired quality/functionality. Our management of the Project will be based on these key tasks:

- Overall management of the Project, always representing the City's interests
- Project Setup
- Project Cost/Schedule Management
- Bridging Architect Procurement
- DBE Procurement
- Review Design Documents
- Value Engineering Recommendations
- Contract management
- Monitoring progress of design and pre-construction activities
- Monitoring of compliance of construction work with plans/specifications
- Changes management
- Project communications management
- Project Closeout management

As we've done for many local public agencies we've worked with, we will assist the City in evaluating and securing funding sources as needed, including City, state and federal sources, as applicable for the Project.

Design-Build projects allow the risks associated with design, cost and schedule to be transferred to the DBE early on. Owners are able to lock in costs, in turn making the DBE responsible for unforeseen cost escalations and changes in market conditions. However, if the Bridging Documents used for the DBE RFP are not comprehensive and schedule delays take place due to owner issues, the DBE can ask for additional time/costs. Using our knowledge and expertise, our team will ensure that the City and ACFD are protected, so that the Project is completed on time and on-budget.

In assisting the City with maintaining and managing the Project's Risk Register we will help develop the Register, including holding planning sessions with the City/Bridging Architect/DBE and supporting with assessment, identification (with schedule/cost impacts analysis) and mitigation strategies for anticipated risks.

We will then actively monitor (and update as needed) the Register throughout all Project phases, to mitigate risks and provide approaches for staying ahead of potential cost, schedule and other impacts. Information from the Register will also be used to estimate additional cost exposures, as well as in financial reporting.

## public outreach

Starting from Bridging Documents Phase and continuing throughout the entire Project, mack<sup>5</sup> will assist the City with public outreach to residents, local businesses and other entities operating in the Project areas, including notifications and communications, community outreach, and responding to questions/concerns. In addition, we'll work with the DBE to keep the Project a "good neighbor" during construction, including communication/outreach/notifications to residents, local businesses and other facilities as needed regarding construction activities.

## cost control

On a public project, the agency is ultimately responsible for completing the project in a manner that fulfills all project goals. As the Project Manager on the Project, mack<sup>5</sup> will represent the City's interests to do this, through processes and controls that maximize the value of every dollar spent, to deliver the Stations within budget. We will also establish effective tools for communicating and reporting Project financial status to the City and its representatives.



san pablo police facility  
(design-build)



san pablo city hall  
(design-build)



richmond city hall & eoc  
(design-build)

**Budget:** Establishing a total project budget and then tracking costs is crucial to managing/controlling total project cost. To facilitate this, mack<sup>5</sup> will use our proprietary Cost Model Manager (CMM) to identify, develop and memorialize all categories of Project expenditures, both hard and soft costs. We will use the CMM as a cost tracking and reporting tool, in a format that meets City and Project needs, including an executive summary of Project costs. We'll actively maintain and manage the Project budget for savings, advising as to potential variances between actual and budgeted/estimated costs. In addition, mack<sup>5</sup> will assess cost issues, provide recommendations for resolving variances, and make necessary budget line-item adjustments.

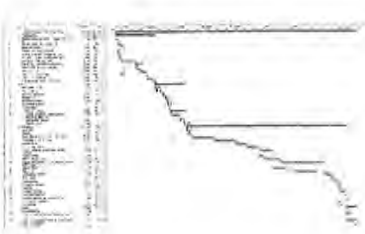
**DBE Cost Tracking:** To be able to manage/control a project's total budget, the DBE cost must be managed/controlled. To that affect, we will actively monitor DBE quality, scope and costs during design and construction to enhance value and ensure the Project stays on budget. We will also ensure the City is properly credited for any scope removed from the Project and/or work that was not performed. Since the DBE contract amount will be the largest single expense in the overall Project budget, it is critical that we proactively track DBE costs, to maintain overall budget. With close to 20 years managing Design-Build projects, we know the cost issues to monitor on these contracts (including the DBE's use of contingencies) to ensure budgets are met.

**Cost Estimating:** With our in-house cost estimating staff, mack<sup>5</sup> will assist the City in reviewing Bridging Architect cost estimates to ensure they are reasonable and realistic. Once the DBE is on board, we will monitor their construction costs. Senior Cost Manager Cynthia Madrid has estimated and reconciled many Design-Build projects, as well as Fire Station and Public Safety facilities, and will bring high expertise to these reviews.

**Value Engineering (VE):** Value engineering is an important tool in cost control, to analyze best-value design alternatives (materials, systems, etc) and provide the best balance of cost and design, performance and durability. mack<sup>5</sup> has experience with analyzing costs on many VE efforts, and will bring this experience to the Project if a VE exercise is needed to bring costs during design phase into budget.

**Change Orders:** mack<sup>5</sup> will develop and maintain a change control system that tracks all cost/time issues during for the duration of the Project. We will also review the DBE's cost proposals and requests for changes to the work, contract price, and/or construction schedule. We will then assemble information concerning the request, evaluate/analyze/negotiate requests for the amount, and make recommendations to the City regarding approval or rejection of each proposed change, with required back up documents. We will report evaluation results in a form acceptable to the City, including scope, reason and proposed cost, and to quantify any delays.

## schedule control



Jay Mahler Recovery Center  
(design-build)

## partnering & communication process



Reach Ashland Youth Center  
(design-build)

In addition, we will prepare change order authorizations for City approval, and adjust prices of contracts accordingly. Senior Cost Manager Cynthia Madrid and our MEP cost estimators bring extensive construction pricing experience to the City, which we will use to go head-to-head with the DBE on change order review and negotiations.

mack<sup>5</sup> will also lead analyses of any construction claims and/or disputes, representing the City's interests in resolving them and consistent with applicable law and City contract requirements.

A critical part of successfully completing the Project is defining/developing a credible, vetted overall schedule, and then managing it all the way through to meet its completion date. Identifying potential problems, as well as staying ahead of/resolving them in a timely manner, is critical to maintaining schedule, especially during construction. So in managing projects, *we are proactive, not reactive* – with a goal to always be ahead of the designers and contractors in identifying issues before they become problems that affect schedule. When issues and problems do arise, we work closely with the designers and contractors to help resolve them as quickly as possible in order to maintain schedule.

Understanding that one of the Project goals is to finish it as early as possible, we will help develop an overall Project schedule that allows the City to leverage our knowledge of the Fire Station 27 and Fire Station 29 Replacement Project, public agency requirements, ACFD program and operational requirements and DBE delivery process options, including exploring a multiple permit strategy for early construction start and a rolling punch list process. All these will optimize schedule without compromising the design and construction processes. We will then proactively manage the overall schedule, updating it as the Project progresses, with input from stakeholders, Bridging Architect and DBE, while ensuring that Project team members work together to maintain it.

After ensuring it aligns with the Project schedule, we will review/approve/monitor the DBE's detailed construction schedule (which must clearly show City/ACFD and City-direct vendor activities for tracking and timely action) and notify the DBE of any non-compliance as construction progresses. As the Project progresses, we'll work with the DBE to make adjustments as needed to ensure the overall schedule stays on track and meets goals. We will also facilitate timely decisions and problem resolution, which are critical to maintain work flow. We understand the "parts and pieces" of complex construction projects, their inter-relationships and the inherent nature of changes, which allows us to help projects have realistic schedules and manage them to meet agreed completion dates. We will also review DBE look-ahead schedules, monitor their procurement of long-lead items, and provide critical path analysis/deviations from previous schedules.

As the City's PM, mack<sup>5</sup> will coordinate and communicate with Project stakeholders: City/ACFD staff, Bridging Architect, DBE, other City consultants, inspectors, special testing firms, utility providers and AHJs. Our approach with all Project team members/partners, particularly the DBE, is to create a cooperative atmosphere, where all participants work towards the common goal of successful project completion.

We will also keep key City and ACFD staff, and stakeholders informed of Project progress, critical decisions and critical issues. In addition, we will also manage and coordinate the activities of all Project participants, including City, ACFD, Bridging Architect, DBE and other stakeholders as appropriate. We have done this kind of coordination on most of our public agency projects and know the interaction that's required to coordinate with the multitude of stakeholders that are involved in public agency projects.

One of our key communication tools for the owner team is a project's Monthly Status Report (MSR), which provide updates on schedule, budget, key project issues, and any potential risks, along with photos as applicable, and any important logs. mack<sup>5</sup> will customize the MSR for the City (as we do for all owners) to ensure it addresses any unique Project issues.



san pablo women, infants, and children (wic) building (design-build)

**process management**



sandy turner jr training and education center (design-build)

**setup phase**

**consultant procurement**

**permitting & utilities**

Our central approach to coordination/communication with Project team members is to be responsive and maintain respectful, team-oriented relationships. We are persistent, firm, and respectful with designers, consultants, contractors, utility providers and permitting agencies. Our coordination and communications approach/scope also includes:

- identifying coordination needs based on our experience with Design-Build delivery,
- regularly coordinating with the Bridging Architect and DBE teams, as well as other Project consultants (testing & inspections, owner-direct consultants),
- establishing and using protocols for communication with all Project participants based on City/ACFD/Project needs and our own experience,
- acting as liaison for coordination of City's internal and ACFD processes (including decision making and approval points),
- representing the City with Project stakeholders and assisting the City in coordinating with community representatives as needed, and
- being available to quickly answer questions from/provide information to stakeholders.

mack<sup>5</sup> will attend planning/pre-construction, design phase and construction meetings with the City, ACFD, Bridging Architect, and DBE as needed. We will represent and protect the City's interests at meetings regarding such matters as contract administration procedures, progress, scheduling, change orders and other matters affecting design and construction, to resolve issues and keep the Project on track. We will also ensure key City staff and stakeholders are informed of Project progress and critical issues/decisions that may arise.

In addition, we will ensure that accurate Project documentation/communication records are maintained, including items such as meeting minutes, action items and decision logs.

**PLANNING & PRELIMINARY DESIGN MANAGEMENT**

mack<sup>5</sup> will assist the City and ACFD in overall planning and preliminary design management as detailed below.

Once on board, mack<sup>5</sup> will initiate Setup phase; working with the City/ACFD, we will update the Initial Project Overview Report's budget and schedule. At the same time, we will also fully develop our plan for managing the Project. Our plan will provide a baseline for Project delivery and performance, as well as guidelines for implementing/executing design and construction from planning through closeout.

In addition, we will work closely with City staff and ACFD to finalize the temporary station locations, define/memorialize Project goals/objectives and develop Project scope, schedule, budget, quality control, risk management strategies and Project Team roles/responsibilities.

We will assist the City with procuring all consultants (including but not limited to CEQA, Geotech, Environmental, Surveyor, Environmental, FF&E, etc as necessary to obtain title reports; detailed site, topographic, boundary, utility and frontage surveys; geotechnical survey; CEQA reviews and documentation and Phase 1 and 2 environmental assessments, as well as for overall design and construction of the Project. We will assist with developing RFPs, proposal review, selection and contracts for all consultants needed for the Project.

mack<sup>5</sup> will work with the City and DBE to ensure Project entitlements, planning approval and the permitting process – including for the Temporary Stations and potential multiple permit packages – are timely in place. Delays from these tasks could result in schedule extension and added cost, so timely approvals are critical. mack<sup>5</sup> will ensure the Bridging Architect and DBE are meeting all requirements when they submit for these approvals.

## bridging architect selection



acfd fire station #25  
(design-build)

## preliminary design

## bridging documents



highland hospital  
acute tower replacement  
(design-build)

The Bridging Architect, in conjunction with mack<sup>5</sup>, will identify all required utility and permit applications, including but not limited to PG&E gas and electric, water, sewer, generator and any other utilities that may affect Project schedule, including any for the specialty scope of fire communications. We will ensure the Bridging Architect team starts outreach to utility providers and City Planning to identify their requirements early on. We will also verify that the DBE RFP and contract include responsibility for all Project utility and permit applications

With our knowledge of ACFD's Bridging Architect procurement process and the overall Design-Build process, mack<sup>5</sup> will develop the Bridging Architect RFQ/P and its scope of service. Well-conceived BOD/Bridging Documents are crucial to managing and controlling the DBE's design phase, which starts with ensuring the Project has a qualified Bridging Architect that understands both the Design-Build process and Fire Station requirements. To generate interest, so the City receives proposals from qualified firms – those with Fire Station construction experience, we will reach out to firms we feel are a good fit. We'll also review responses/help the City evaluate them, provide input for selection and assist with contract award.

Once the Bridging Architect is on board, they will work with the City, ACFD and mack<sup>5</sup> to develop/fine tune the Project program document from the ACFD's single-engine Station program document (developed for the ongoing ACFD Fire Stations project) and a conceptual design, capturing scope and requirements including planning guidelines, aesthetics, quality, Fire operational/functional requirements, safety, security, LEED, budget, and schedule. In this phase they will also obtain community input for consideration in the Project's Bridging Documents design.

David Ross, who has designed 8 Fire Stations and worked extensively with ACFD on preliminary design/Bridging design/DBE design phases, intimately knows the needs these facilities must meet, and will be the lead during all Project design phases (Preliminary Design, Bridging Documents and DBE Design). David will bring high-value, in-depth knowledge of the Design-Build delivery design process and Fire Station design requirements/best practices.

Bridging Documents guide not only the Project's design intent but also document performance criteria, prescriptive requirements, and massing/layout options, as well as FF&E, IT and specialized Fire scope, e.g. communications (such as G2 System, dispatch, backup/redundant internet connection) are documented/included. The Bridging Documents will include detailed space plans, site layouts, systems narratives, performance criteria and preliminary drawings/specifications, and must also allow the DBEs leeway to provide viable cost-effective options that don't compromise quality and aesthetics. Through our work on the ACFD Fire Stations project, we are very familiar with ACFD requirements, which we will ensure are incorporated in the Bridging Documents.

The Project's comprehensive Bridging Documents will be at Schematic Phase design and are crucial to controlling quality and costs during the DBE's design phase. Through our experience in leading design teams during design, in particular through the detailed knowledge of ACFD's requirements and the expertise of David Ross, we will ensure that all program elements are addressed, the documents are clear/complete/without scope gaps and budget is met, including review of the Bridging Architect's cost estimates to confirm the design continues to meet budget. Throughout the process, we will conduct informal meetings with the City Planning Department, Building Department, ACFD, and other stakeholders as needed, and coordinate with the Bridging Architect to develop/deliver a presentation to the City Council for Project approval.

mack<sup>5</sup> knows that achieving early cost certainty is a priority, and mitigating risk to maintain budget control throughout Bridging Documents development is paramount and a priority for public agency projects. So our in-house cost estimating staff will assist the City in developing initial estimates (including different options if necessary), followed later by review of the Bridging Architect's cost estimate to ensure it meets

the agreed budget (and reconcile costs with their estimator if needed). We'll also work with the City, ACFD, and Bridging Architect to effectively balance quality/performance with staying on budget (value engineering). This effort will be incorporated in the Bridging Documents, to provide direction for the DBE. Senior Cost Manager Cynthia Madrid has estimated, reconciled and provided "balancing" input on many Fire Station/Public Safety Design-Build and hard-bid projects, bringing high expertise to these tasks.

mack<sup>5</sup> will confirm with the Bridging Architect that in addition to defining all program/scope/quality requirements, their Bridging Documents:

- comply with all regulatory AHJ requirements, and all necessary permitting requirements are addressed before the Bridging Documents are issued as part of the DBE RFP, and
- clearly define warranty provisions, quality standards, quality assurance, and control expectations to protect City interests/maximize value for the Project.

mack<sup>5</sup> will work with the City, ACFD and Bridging Architect to suggest VE ideas for cost efficient Bridging Documents designs/alternatives, to manage/control costs and provide optimum operational value.

value engineering

### MANAGEMENT of DESIGN BUILD PHASE – DBE PROCUREMENT / DESIGN PHASE

design-builder procurement

One of the most important Project team members will be the Design-Builder, who will design and build the Project to design intent within an agreed budget, while having the risk associated with design, cost and schedule. Thus for a successful Design-Build project, it's critical that the City have a qualified DBE team on board. This will help ensure that design intent is met during design phase, and construction is built to approved plans/specs. During both design and build phases, the Project Manager must also closely and proactively monitor budget and schedule to help ensure they are maintained, with no surprises. From managing DB projects, mack<sup>5</sup> has the experience to do this and we will bring it to the table for the Project, representing the City with the DBE.



1111 Jackson Street  
tenant improvements  
(design-build)

In addition, Design-Build is a collaborative process where the owner team and DBE work together to achieve Project goals. Therefore, it's imperative that the DBE be a team player who is not only qualified, but also has a team (DBE staff, Architect, Engineers, Subcontractors, etc) that understands the Design-Build process and will work with the City's team from design through construction/closeout to make the Project a success. So bringing on a qualified DBE begins with selecting a DBE team with the necessary expertise (including public safety facilities) and a track record of teamwork.



Alameda County Fire Department  
Headquarters / City of Dublin  
Joint Use Public Safety Complex

From our experience in assisting with and creating multiple DBE RFQ/P documents, including those for the ongoing ACFD Fire Stations project, we will bring valuable insight to advise the City on RFQ/P content, knowing the issues that must be included to develop a detailed RFQ and RFP Bid Package, as well as the most effective way to organize the RFQ/P. We will ensure that all City legal and process requirements are identified and included. We will also facilitate the Bidding process, including conducting pre-proposal meetings, responding to DBE inquiries/questions, and issuing addenda as necessary.

Working with the City, mack<sup>5</sup> will develop the RFQ (with requirements/qualifications criteria/Project scope) and the RFP Bid Package (Bridging Documents, bidding requirements, contract terms, etc). We will manage the RFQ and RFP processes in accordance with Public Contract Code, where we will advertise/generate interest among qualified DBE teams, review/evaluate responses and manage the RFQ shortlist and RFP selection processes. Once the best qualified DBE team is selected, we'll manage contract negotiations (including final costs) and support the City on its contract award process, including verifying contractual requirements (e.g. bonds).

design phase:  
overview



atherton town center, police  
department & eoc



petaluma public safety facility &  
fire station / eoc (Design-build)

For Design-Build delivery to be successful, the DBE must be a partner throughout the process. To ensure a collaborative DBE is selected, we will vet proposals thoroughly; reviewing and analyzing responses with an evaluation system we've developed over time, including identifying exceptions/deviations from the RFP Bid Package. As part of our evaluations, we will coordinate/conduct interviews with the City/ACFD panel and help the City shortlist the most qualified teams based on their experience, capabilities and alignment with Project goals.

While Design-Build procurement is geared towards best-value delivery, its design architect/engineers are under the DBE contract, and to keep design team fees low, DBEs tend to limit designer participation, which can result in inadequate design development, leading to issues during construction. And if the DBE design team is not on site as needed during construction to observe the work, the owner team must be extra vigilant. To address this, in the RFQ/P we would propose to include requirements for DBE design team participation/involvement during construction. This will give the DBE design team more control over their work and provide better service to the Project/City.

During the DBE design process, the City, ACFD staff and mack<sup>5</sup> will actively engage the DBE in a cooperative process, focused on delivering the Project with best value. During this phase, we will ensure the Project is developed according to Bridging Documents requirements and the design doesn't deviate significantly in program and quality. We will bring any suggested changes to the City and ACFD's attention (if needed) in a timely manner for full vetting, and any accepted changes will require approval by the City/ACFD team and mack<sup>5</sup>. Reconciliation of scope/cost with the DBE will be of utmost importance in ensuring best value and that the DBE does not try to cut corners. We will also ensure that the design development process is per established industry standards, with required approvals from the City's team at each stage.

At the same time, knowing that the Design-Build process allows the DBE to interpret Bridging Documents, our team will be vigilant in ensuring the DBE doesn't interpret Bridging Documents to their benefit, to lower their costs. Through the many Design-Build projects we've managed, mack<sup>5</sup> has a wealth of expertise in this area, which we'll use to protect City interests in DBE design phase.

During design we will oversee and manage the DBE's design documents, including:

- provide ongoing design document review of design documents to ensure Project requirements and ensure the Project's aesthetics, quality and life cycle (including LEED if needed), as well as City specific planning guidelines, are not compromised,
- review/approve DBE design submissions at each stage (schematic, design development, construction documents) to ensure conformance with Bridging Documents and other City/ACFD requirements,
- confirm design document review changes are incorporated to verify construction documents are complete and ready for AHJ approval, permitting and construction,
- coordinate design reviews with the City, ACFD, stakeholders, permitting agencies for timely feedback/decisions,
- confirm the DBE complies with all applicable local, state, and federal regulations, including safety, labor, environmental requirements,
- ensure the DBE engages early on with utility companies (especially PG&E) to coordinate utility requirements/avoid potential delay,
- monitor DBE progress versus agreed schedule, always looking ahead to identify/mitigate issues in order to maintain schedule, and
- Identify long-lead items and work with the DBE to develop a procurement plan that ensures timely ordering and delivery to maintain schedule.

design phase:  
value engineering

inspections  
(quality control)



Tomales fire station  
(construction phase)



Kensington fire station  
(construction phase)

Our process will also include coordinating initial plan approvals and ensuring that any required re-submittals address all required issues and comments. In addition, our team will help facilitate permitting and utility applications/permits.

The City and ACFD must also “keep up” with the Design-Build process by making timely decisions, so that design reviews are timely completed to maintain overall schedule. In addition, City-direct consultants (FF&E, IT, specialty consultants, commissioning, etc) must be procured and their work must be coordinated and timely, to maintain DBE design process. The mack<sup>5</sup> team understands that City/ACFD delays may allow the DBE to mask their own delays, opening the door for potential schedule extension requests and their added costs. To protect City interests, we will review the DBE design schedule to ensure it identifies/allows reasonable durations for City activities/processes. These processes include decision making, design review, planning, entitlement & permitting, and City-direct consultant work durations and coordination.

We'll also look to the DBE for Value Engineering ideas to help manage/control costs and maintain quality/performance, while ensuring they stay within budget and provide operational value. We will vet/analyze VE suggestions to confirm they don't compromise quality/performance/life cycle, and verify proper credit for accepted VE suggestions.

### MANAGEMENT of DESIGN BUILD PHASE – DBE CONSTRUCTION PHASE

Quality control covers not only construction, but all phases of projects – to ensure they're delivered with desired quality/functionality, and with successful integration of project requirements/timelines. Our Quality Control approach recognizes that these major considerations impact project quality:

- the physical components of each project,
- the quality and thoroughness of planning/setup,
- the PM/CM's experience and capacity,
- the design team's experience and capacity, and
- the construction team's experience and capacity.

In construction, our QC goes beyond traditional testing and inspections, to regularly inspect/monitor on-site work progress/safety and compliance with plans/specs and schedule, reviewing work plans/submittals, and observing means/methods. While the DBE is ultimately responsible for ensuring their design is constructable and meets all Project requirements – programming, design, quality, code, jurisdictional, functional, operational – the owner's team needs to do its own due diligence to verify the DBE is staying on course.

Based on regularly inspecting/monitoring, mack<sup>5</sup> will work with the DBE to identify corrective measures and resolve issues, and document any observed noncompliance issues to the City and DBE. We'll also maintain site visit reports, weekly progress reports and photographic and video documentation of work progress.

Our construction site monitoring will also include coordination with utilities, City inspectors, AHJs and City-direct consultants. As part of our site presence, we will also lead site tours for stakeholders; maintain Project documents on site, assist in coordinating permit inspections, and respond to the community regarding construction-related issues.

In addition, we'll verify the DBE fulfills its responsibilities for quality assurance, conducts quality control checks, performs required special inspections and meets all AHJ requirements. mack<sup>5</sup> will also verify the DBE maintains accurate as-built drawings and other required documentation throughout the construction process, to ensure up-to-date documents are available.

We will also administer the DBE (and other City-direct consultant contracts) to ensure contract compliance and timely performance, including regular review of the DBE's work for completeness, accuracy, quality, and coordination. mack<sup>5</sup> will endeavor to guard the City against defects and deficiencies in the DBE's work, promptly reporting any observed material defects in the work to the City and DBE in writing. We will analyze such issues, and if the DBE is determined not to be performing as per the contract documents, notify the DBE of non-compliance and take immediate steps to protect the City and resolve the issue.

**special inspections**

Our team, through subconsultant Applied Materials & Engineering (AME), will provide all required third-party Special Inspections & Materials Testing required on the Project. AME has worked under and with mack<sup>5</sup> on a wide variety of projects, including the San Pablo Police Facility and Atherton Civic Center, Police Department & EOC.

In addition to Special Inspections & Material Testing, mack<sup>5</sup> can provide subconsultant services for SWPPP QSP, Commissioning, LEED consulting, Move Planning and other services under our contract, should the City require.

**environmental compliance**

mack<sup>5</sup> will continuously monitor the DBE's compliance with the Project environmental requirements and all applicable environmental laws/regulations. Any non-conformance will be promptly brought to the DBE's attention, and we will ensure that the DBE makes necessary mitigations.

**invoice review / change orders**

mack<sup>5</sup> will review all Project invoices, including Bridging Architect, DBE and City-direct consultants, to ensure amounts billed reflect work progress and make approval recommendations.

We will also track all potential change orders (PCOs), verify that necessary information is included for review, confirm validity/estimate value for review/negotiation with the DBE team, and evaluate schedule impacts (if applicable). We'll also review PCOs with the City, and provide recommendations for acceptance or rejection, and maintain a log of all potential and approved change orders (including preliminary estimates for potential issues), in order to quantify the potential cost exposure to the City.

**safety compliance**

mack<sup>5</sup> will review and monitor the DBE's safety programs, ensuring compliance with contract and Cal-OSHA requirements. We will notify the DBE if they are not following their safety programs and the Project's requirements. We will also monitor their compliance with Cal-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the State.

**site security**

We will monitor and verify that the DBE follows all contract requirements for security, fencing and noise, to protect and secure the sites for the safety and tranquility of neighbors adjacent to it and the general community.

**prevailing wage compliance**

mack<sup>5</sup> will monitor the DBE team's submittal of certified payrolls to the Department of Industrial Relations. Should the Project require full Labor Compliance services, we can bring a labor compliance subconsultant under our contract (as an additional service).

**rfis and submittals**

Before construction starts, mack<sup>5</sup> will ask the DBE to create a Project submittal list. We will review the list with the City and ACFD (if needed) to determine which submittals need to be reviewed by the owner team. mack<sup>5</sup> will then monitor the DBE's RFI and submittal process, including dates and actions taken, coordinating RFIs/submittals requiring City/ACFD input, and notify any party that is delaying the process. We will also review RFIs, shop drawings, product data, samples and other submittals as needed. We will notify the City of any material differences between the submittals and approved contract documents, manage the RFIs/submittals that require City/ACFD review, and review all DBE product substitution requests to ensure the proposed substitution meets the requirements of the Project.

site records & photo-  
documentation

ff&e procurement

punchlist

facility training & testing



acfd cherryland fire station #23

as-builts

warranty issues

closeout tasks

During construction, we will maintain site visit reports and site progress photo and video documentation. We will report to the City and DBE regarding any issues observed, and assist in resolution of construction-related issues. mack<sup>5</sup> will also collect all site-related documents from the DBE, including daily field logs.

mack<sup>5</sup> will assist the City in procuring an FF&E consultant and the City/DBE in coordinating design and installation of FF&E, IT, tel/data/communications. Furniture requirements must be coordinated in design documents to avoid changes during construction that could delay the Project. In addition, we'll coordinate procuring the services of a furniture vendor, including identification of potential vendors and assisting in bringing them under contract with the City.

We'll also help the City procure IT, Commissioning and other specialty consultants as needed.

### MANAGEMENT of CONSTRUCTION – CLOSEOUT PHASE

Upon substantial completion, mack<sup>5</sup> will conduct a punch list walk with the DBE and City staff (and ACFD staff if needed). We will review the punch list created by the DBE and monitor the punch list process for timely completion by the DBE. We'll work with the DBE team to review the work for completion, track/review any issues, and report status to the City. When all items have been appropriately addressed and corrected, we will recommend that construction be deemed complete.

From experience, we know that system start-up, commissioning, and training procedures must also include the specialty systems specific to public safety facilities. In addition to the conventional mechanical and electrical systems, we include comprehensive protocols for testing and implementing specialty systems such as ring-down and notification system, dispatch, radio communications, generator and back-up power configurations, exhaust extraction, and other specialty systems such as photovoltaics or alternative energy systems.

During commissioning, mack<sup>5</sup> will oversee systems and equipment testing to ensure each system component is functioning correctly, integrated systems are working together and systems are meeting performance requirements. All testing and observations documentation logged by the Commissioning Agent will be reviewed and integrated into the master Project schedule to ensure adequate time for testing, balancing, and system verification. We will then work with the DBE teams to close out all open/unresolved items on the log ensuring that building equipment & systems are performing, as required by the design documents.

In addition to monitored start-up and commissioning procedures, we will facilitate effective training materials and sessions by the DBE on these systems to ensure users know how to operate and use the new buildings' functions.

Ensuring successful closeout means all Closeout tasks and materials/documents are timely provided by the DBE. In order to ensure this, we will ask the DBE to develop a comprehensive Closeout Matrix, listing all training, punch list walks, final inspections, warranties and O&M manuals, as-built documents, etc. that are needed to close out the Project. We'll vet the list and ask the DBE to distribute it to all their subcontractors, to make them aware of the items needed from each for Closeout. In some cases, we would also recommend to the DBE that they start collecting Closeout items as construction is progressing, if reasonable to do so.

mack<sup>5</sup> will also coordinate all Project close-out activities including maintenance personnel training, as-built drawing review for adequacy, O&M manuals/warranties are provided, final pay application review and warranty management setup, ensuring no "loose ends" are left. In addition, we'll ensure building system start-up, testing and commissioning are completed, and all systems function as designed. We also will ensure the DBE complies with all contract Closeout requirements to achieve final completion, with all approvals in place verifying that work has been performed and accepted by each AHJ.



reach ashland youth center  
grand opening  
(design-build)



acfd fire station #34

We will also:

- ensure the City obtains all required permits, certifications, and approvals for occupancy/use,
- ensure no active outstanding stop notices,
- enforce the DBE's maintenance responsibilities after Project completion,
- assist the City with warranty issues as needed after final completion,
- organize and transfer final Project documents to the City,
- facilitate the City's final inspection and acceptance of the Project, and
- assist the City with the Project closeout report and approval of the DBE's final payment application, along with attending/presenting at the final acceptance City Council meeting if needed.

In addition, mack<sup>5</sup> will provide move-in coordination support for ACFD staff to move back to the station. At the end of the warranty period, we can also assist the City in conducting a pre-warranty expiration walk with City/ACFD staff to ascertain how well the Project is "holding up" and address any outstanding warranty related issues.

### POTENTIAL PROJECT CHALLENGES / RISKS

Some of the key challenges/risks associated with the Project are listed below; the mack<sup>5</sup> team will work with the project team to address them if needed and mitigate their impact.

- **Environmental and Geological Conditions**

The Project sites do not yet have environmental and geotechnical studies. Depending on the results of the environmental study, the sites may require remediation work. In addition, if liquefaction or other soil issues are discovered during the geotechnical study, site soil conditioning and foundation design requirements may be impacted. These kinds of potential environmental, soil conditioning and foundation design requirements would have time and cost impacts on the Project.

- **Tariff Impacts**

All construction projects are facing the uncertainty of cost increases from new tariffs on construction materials, though potential impacts are not yet solidified.

- **Temporary Fire Stations**

Since the construction of the new Stations can't start until the Temporary Stations are complete and operational, identifying Temporary Station sites and developing them to operate as Temporary Stations will be critical to maintaining schedule.

- **Training Facility on FS27**

To optimize use of the FS27 site, the current training tower may need to be relocated to another location on the site. This will need to be looked in to and resolved during the bridging phase as expeditiously as possible to not have significant impact on the bridging phase schedule.

- **Scope and Schedule**

As with most construction projects, scope creep and schedule delays can significantly increase project costs. So, the Project team must diligently maintain the overall Project schedule and minimize significant changes/adds to Project scope (after bridging phase especially).

City of Newark  
 Project Management Service for Fire Station #27 and Fire Station #29 Replacement Project  
 Proposed Fee based on 47-month Project duration  
 By Phase/Task and Staff Member  
 December 8, 2025

Phase/Task	Mamit Bajracharya Principal-in-Charge Senior Project Manager		David Ross Senior Project Manager		Michael Drasnin Project Manager		Tony Fuentes Construction Manager		Graciela Ortiz Project Engineer		Cynthia Madrid Cost Estimator / Senior Cost Manager		Total Amount
	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	
1 Project Setup, Finalize Project Scope, Temp. Station Scope, 3 months (January 2026 - March 2026)	40	\$10,080	50	\$12,600	80	\$17,840	-	\$0	-	\$0	-	\$0	\$40,520
2 Bridging Architect RFP/Procurement, 4 months (March 2026 - June 2026)	32	\$8,064	40	\$10,080	100	\$22,300	-	\$0	-	\$0	-	\$0	\$40,444
3 CEQA, Environmental, Surveying, Geotech Consultant Procurement through City's on-call list, 4 months (March 2026 - June 2026)	24	\$6,048	20	\$5,040	44	\$9,812	-	\$0	-	\$0	-	\$0	\$20,900
4 Programming/Bridging Documents/CEQA/Public Outreach, 10 months (July 2026 - April 27)	160	\$40,960	400	\$102,400	950	\$215,270	-	\$0	-	\$0	32	\$6,720	\$365,350
5 DBE RFQ & RFP/Procurement, 7 months (January 2027 - July 2027)	44	\$11,528	44	\$11,528	120	\$27,840	-	\$0	-	\$0	-	\$0	\$50,896
6 DBE Design/Permitting including Temporary Stations 27 & 29, Construction Phase for the 2 Temporary Stations, 2 permit packages, 12 months (August 2027 - July 2028)	240	\$64,280	384	\$102,848	1,305	\$310,005	-	\$0	-	\$0	40	\$8,720	\$485,853
7 Construction Station 29, 15 months (June 2028 - August 2029)	210	\$58,352	-	\$0	360	\$88,680	870	\$197,316	1,200	\$219,280	20	\$4,540	\$568,168
8 Construction Station 27, 17 months (June 2028 - Oct 2029)	238	\$66,276	-	\$0	408	\$100,728	986	\$224,112	1,360	\$249,040	20	\$4,540	\$644,686
9 Commissioning/Closeout Station 29, 2 months (August 2029 - September 2029)	-	\$0	-	\$0	20	\$5,020	40	\$9,240	80	\$14,880	-	\$0	\$29,140
10 Commissioning/Closeout Station 27, 2 months (October 2029 - November 2029)	20	\$5,660	-	\$0	32	\$8,032	100	\$23,100	160	\$29,760	-	\$0	\$66,552
	1,008	\$271,248	938	\$244,496	3,419	\$805,527	1,996	\$453,768	2,800	\$512,960	112	\$24,520	\$2,312,519

Note: mack5 would be pleased to discuss our fee with the City to ensure it provides best-value.

Special Testing & Inspection Allowance: \$400,000

### **mack<sup>5</sup> Schedule of Fees**

Hourly Rates:	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Team Leader/Senior PM	\$252	\$262	\$272	\$283
Principal in Charge/Senior PM	\$252	\$262	\$272	\$283
Project/Construction Manager	\$223	\$232	\$241	\$251
Assistant Project/Construction Manager	\$198	\$206	\$214	\$223
Construction Manager	\$205	\$213	\$222	\$231
Project Engineer	\$165	\$172	\$179	\$186
Budget/Cost Manager	\$199	\$207	\$215	\$224
Cost Estimator	\$210	\$218	\$227	\$236

Subconsultants are billed at cost +5%.



**CITY OF NEWARK**  
**FIRE STATION REPLACEMENT PROJECT**  
**SPECIAL INSPECTION & TESTING FEES**

**A. HOURLY AND UNIT COSTS & BASIS OF CHARGES:**

Estimated fees are based on current state and federally mandated prevailing wage hourly rates. These rates will be subject to adjustments as required by the Department of Industrial Relations (DIR), with the next update anticipated in mid 2026. Certified payroll will incur additional administrative fees.

**INSPECTION RATES**

	<b><u>Per Hour</u></b>
1 Rebar Inspection	\$118.00
2 Concrete Placement & Sampling	\$118.00
3 Structural Masonry	\$118.00
4 Shotcrete	\$118.00
5 Material ID, Shop/Field Welding, High Strength Bolting	\$120.00
6 Anchor or Dowel Installation	\$118.00
7 Torque or Pull Testing	\$120.00
8 Nailing & Tiedown	\$118.00

**UNIT TEST COSTS**

1 Concrete Compression, per set of 5 (includes pick-up)	\$450.00
2 Shotcrete cores for Nozzleman Qualifications, per set of 3*	\$2,800.00
3 Shotcrete Compression, production, per set of 3 (includes pick-up)	\$530.00
4 CMU Mortar Compression, per set of 3 (includes pick-up)	\$350.00
5 CMU Grout Compression, per set of 3 (includes pick-up)	\$450.00
6 CMU Prism Compression, per set of 3 (includes pick-up)	\$750.00
7 High Strength Grout Compression, per set of 6 cubes (includes pickup)	\$650.00

**OTHER COSTS**

1 Project Management, per hour	\$195.00
2 Final Affidavit, each	\$450.00

**BASIS OF CHARGES**

<b>Minimum charge per call-out (Show-up 2 hours):</b>	4 Hours
<b>Work from 4-8 hours:</b>	Actual Time
<b>Travel to job site:</b>	Portal-to-Portal
<b>Mileage to Jobsite or Shop:</b>	\$0.80
<b>Parking:</b>	To be Provided or At Cost
Work over 8 and up to 12 hours per day, on Saturday or Night, per hour	Time & One Half
Work over 12 hours per day, or on Sundays and Holidays, per hour	Double Time



mack<sup>5</sup> Services:

January 16, 2026

Owner's Representative

Miki Tsubota, City Engineer  
City of Newark - Public Works Department

Project Management

Newark City Hall  
37101 Newark Boulevard

Construction

Newark, CA 94560-3796

Management

Re Project Management Services Revised Fee Proposal  
Fire Station #27 and Fire Station #29 Replacement Project

Cost Management

Dear Mr. Tsubota:

Cost Planning

mack<sup>5</sup> is pleased to submit our revised Fee Proposal for the Project Management Services including Bridging Architectural, Geotechnical, Environmental, Cost Estimating, CEQA, Commissioning and Special Testing & Inspection Services.

phone 510.595.3020

mack<sup>5</sup>

### Our Team

Headquarters

100 Broadway  
Suite 260  
Oakland, CA 94607

Besides the mack<sup>5</sup> team members included in our PM services proposal dated December 8, 2025, our team now also includes Bridging Design team (MARJANG Architecture), CEQA consultant (Panorama Environmental, Inc), Commissioning Services (Interface Engineering, Inc) and Special Testing & Inspections (AME, Inc).

Richmond Office

322 Harbour Way  
Suite 16  
Richmond, CA 94801

The Bridging Design team includes the following consultants:

CSLB #935811

- |                              |                            |
|------------------------------|----------------------------|
| Structural                   | FTF Engineering            |
| Civil & Surveying            | BKF Engineers              |
| Mechanical & Plumbing        | Taylor Engineers           |
| Electrical, Low Voltage      | The Engineering Enterprise |
| Geotechnical & Environmental | Shannon & Wilson           |
| Landscaping                  | Groundworks Office, Inc    |
| Fuel System                  | Fuel Oil Systems           |



### Scope of Services

At City's request, our scope of services now includes the development of the schematic level bridging documents including preliminary project specifications and design narratives/basis of design documents. City could also explore procuring the Design Builder with a conceptual level design document with design narratives/basis of design documents. This will lower the bridging architect/design team fees.

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California Park & Recreation  
Society

Our scope of services also includes Cost Estimating services (to be provided by mack<sup>5</sup>), CEQA services by Panorama Environmental, Inc., Building Commissioning Services by Interface Engineering, Inc and Special Testing & Inspections by AME, Inc.



We have included Phase 2 Environmental Services for both sites so this can be done if Phase 1 reports indicate the need. If further investigation and site cleanup is determined to be required after phase 2 then these could be included in the Design Builder's RFP. If Phase 2 is determined to be not required on either site after phase 1 is complete, then Phase 2 scope and fees can be taken out of our contract.

mack<sup>5</sup> Services:

We have also included preliminary bridging design documents for 2 temporary stations with the assumption that the temporary stations will be prefabricated modular buildings installed on a site located near the existing fire stations. The final scope of the temporary stations will need to be finalized during the early phase of the project.

Owner's Representative

Project Management

Construction Management

FS27 site has fire training structures which may need to be relocated to optimize the layout of the new fire station building. Our scope currently does not include design for the new training tower/tower relocation and other training structures on this site. Our scope also does not include services needed to merge parcels on FS27 and FS29 sites.

Cost Management

Cost Planning

Our scope of services is based on our understanding of the of the services City is looking for. If needed, we can adjust our scope of services to better suit the City's needs.

phone 510.595.3020

As noted in our December 8, 2025, proposal letter, mack<sup>5</sup> is uniquely qualified to carry our services into the next phase of the Fire Station #27 and Fire Station #29 Replacement Project and is committed to ensuring its successful delivery. We would be very pleased to continue providing our high level of service to the City and look forward to continuing our work on the Project to help the City successfully deliver it.

mack<sup>5</sup>

Headquarters  
100 Broadway  
Suite 260  
Oakland, CA 94607

Richmond Office  
322 Harbour Way  
Suite 16  
Richmond, CA 94801

We also encourage the City to talk with our references to hear first-hand about our high level of service, where we are known for our personalized/results-oriented approach, proactivity and comprehensive knowledge of design and construction.

CSLB #935811



Manil Bajracharya  
Principal/Senior Project Manager  
President, Macks Craic, Inc. dba mack5  
415-902-6900  
manilb@mack5.com



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California Park & Recreation  
Society





Phase/Task	Manil Bajracharya PIC/Senior Project Manager		David Ross Senior Project Manager		Michael Drasnin Project Manager		Tony Fuentes Construction Manager		Graciela Ortiz Project Engineer		Cynthia Madrid Senior Cost Manager		Total Amount \$
	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	
1 Project Setup, Finalize Project Scope, Temp. Station Scope, 2 months (March 2026 - April 2026)	80	\$20,160	80	\$20,160	120	\$26,760	-	\$0	-	\$40	50	\$10,500	\$77,620
2 Programming/Bridging Documents/Geotech/Environmental/CEQA/Public Outreach, 10 months (May 2026 - February 27)	240	\$61,440	480	\$122,880	1,200	\$271,920	-	\$0	-	\$0	350	\$73,500	\$529,740
3 DBE RFQ & RFP/Procurement, 7 months (November 2026 - May 2027)	80	\$20,960	100	\$26,200	240	\$55,680	-	\$0	-	\$0	-	\$0	\$102,840
DBE Design/Permitting including Temporary Stations 27 & 29, Construction Phase for the 2	300	\$80,350	480	\$128,560	1,440	\$341,640	-	\$0	-	\$0	60	\$13,080	\$563,630
4 Temporary Stations, 2 permit packages, 12 months (June 2027 - May 2028)	210	\$58,352	-	\$0	360	\$88,680	900	\$204,120	1,200	\$219,280	20	\$4,540	\$574,972
5 Construction Station 29, 15 months (April 2028 - June 2029)	238	\$66,276	-	\$0	408	\$100,728	1,020	\$231,840	1,360	\$249,040	20	\$4,540	\$652,424
6 Construction Station 27, 17 months (May 2028 - September 2029)	-	\$0	-	\$0	20	\$5,020	40	\$9,240	80	\$14,880	-	\$0	\$29,140
7 Commissioning/Closeout Station 29, 2 months (June 2029 - July 2029)	20	\$5,660	-	\$0	32	\$8,032	100	\$23,100	160	\$29,760	-	\$0	\$66,552
8 Commissioning/Closeout Station 27, 2 months (September 2029 - October 2029)	1,168	\$313,198	1,140	\$297,800	3,820	\$898,460	2,060	\$468,300	2,800	\$513,000	500	\$106,160	\$2,596,918
Total PM Service for Fire Stations #27 and #29 Replacement Project:													\$2,596,918

9 Budget Allowances

- a. Bridging Architect & Engineers/Consultants including Civil, Surveying, Landscape, MEP, FP, Low Voltage, Security, Fuel Systems, Geotechnical, Environmental
- b. CEQA Consultant
- c. Commissioning Consultant
- d. Special Testing & Inspections

\$1,049,350
\$145,000
\$70,000
\$435,000
\$1,699,350
\$101,961
\$4,398,229

Total Subconsultant Budget Fee:  
6% mark up on subconsultant cost:

Total for all Services for Fire Stations #27 and #29 Replacement Project



CITY OF NEWARK FS 27 & FS29  
REPLACEMENT PROJECT

ARCHITECTURAL SERVICES FOR FIRE  
STATION BRIDGING DOCUMENTS  
PROPOSAL

JANUARY 15, 2026

MARJANG



# DESIGN TEAM DIRECTORY



## **MARJANG ARCHITECTURE**

Architect of Record  
953 W. MacArthur Boulevard, Studio 8  
Oakland, CA 94608  
contact | Karen Mar  
(415)522-0600 x1001  
karen@marjang.com

## **SHANNON & WILSON**

Geotechnical & Environmental Engineer  
4085 Nelson Avenue, Suite A  
Concord, CA 94520  
contact | Catherine Ellis  
(925)466-3130  
catherine.ellis@shanwil.com

## **BKF ENGINEERS**

Civil Engineer  
2100 Franklin Street, Suite 4C  
Oakland, CA 94612  
contact | Eric Swanson  
(925)383-0988  
eswanson@bkf.com

## **FTF ENGINEERING**

Structural Engineer  
38 Mason Street, 2nd Floor  
San Francisco, CA 94102  
contact | Will Korger  
(415) 931-8460  
wkorger@ftfengineering.com

## **TAYLOR ENGINEERS**

Mechanical, Plumbing & Fire Protection Engineer  
1080 Marina Village Parkway  
Alameda, CA 94501  
contact | David Heinzerling  
(510)473-1176  
dheinzerling@taylorengeers.com

## **THE ENGINEERING ENTERPRISE**

Electrical, Low Voltage & Security Engineer  
1125 High Street  
Auburn, CA 95603  
contact | Scott Wheeler  
(530)305-4717  
scott@engent.com

## **GROUNDWORKS OFFICE INC.**

Landscape Architect  
1792 5th Street  
Berkeley, CA 94710  
contact | Sara Peschel  
(510)833-2111  
sarah@groundworksoffice.com

## **FUEL OIL SYSTEMS**

Fueling Engineer  
17500 Murphy Parkway  
Lathrop, CA 95330  
contact | Doug Nakano  
phone | (925)556-5424  
dnakano@fueloilsystems.net

# DESIGN TEAM FIRM PROFILES

## **MARJANG ARCHITECTURE** Architect of Record

Since its founding in 2005, MarJang Architecture has completed dozens of projects. The firm specializes in designing multi-faceted project types, including new construction and remodeling of office interiors, exhibition and interpretive environments, public facilities, and private commercial developments. MarJang has expertise in coordinating complex projects with diverse user groups, and its staff of eight includes a licensed architect, licensed structural engineer, LEED-accredited professionals, and BIM specialists.

MarJang's first experience with public safety or fire station work was on San Francisco International Airport's Firehouse No. 3 project. The firm was selected by a leading public safety architect for its residential experience and tasked with "de-institutionalizing" the firehouse and making it "more of a home" for the fire personnel who served at the station. MarJang's role in this initial project included interior architecture and the design of a secure checkpoint adjacent to the firehouse.

The SFO Firehouse No. 3 project led to the firm's next role as LBE Joint Venture partner and Design Architect on the SFFD Ambulance Deployment Facility (ADF). Concepts presented by MarJang to SF Public Works to save the project \$20 million were selected for execution in 2018. The project is a 24-hour restocking and refueling facility for the city's fleet of 50 ambulances, houses the administrative headquarters for the San Francisco Fire Department's Emergency Medical Services Division, and provides administrative offices, gym, conference, and training facilities for 250 personnel. The project also exceeded the original sustainability goal of LEED Silver and was Certified LEED Platinum in 2022.

MarJang Architecture has since completed two additional Aircraft Rescue and Fire Fighting Facilities at San Jose Mineta International Airport (SJC) and Monterey Regional Airport (MRY). The projects are LEED Silver Certified and were led by MarJang as Lead Design Architect and Architect of Record. MarJang's most recent completed fire station project is a 6,000 sf renovation and seismic upgrade project on a steep site for the Kensington Fire Protection District Public Safety Building.

The professional consultant team assembled for this response has also participated in these projects or has worked with MarJang Architecture on other past projects.

## **SHANNON & WILSON** Geotechnical Engineer

For over 70 years, Shannon & Wilson has provided geotechnical and environmental engineering services and construction testing and inspection services to federal, state, and local governments and agencies as well as private clients. Today we maintain offices across the country in a variety of markets, including our Bay Area office in Concord. We combine our local experience with the specialized expertise and resources of our nationally-recognized engineering services to deliver successful projects for our clients. We work on a range of projects, from the technically complex with major capital improvement costs to smaller-scale projects with limited budgets.

Regardless of size, we give each project the same attention to technical excellence, quality control, and responsiveness. As a full-service geotechnical and environmental firm, we offer design, laboratory, and construction services. Our areas of specialization include soil and foundation engineering, analyses and design recommendations, pavement design, deep excavations, tunnels, and geologic and seismic hazard evaluations. We also provide second opinion studies, peer review, forensic studies, and expert witness services. We have experience with alternative delivery methods including design-build, progressing design-build, and CM/GC contracts.

# DESIGN TEAM FIRM PROFILES

## **BKF ENGINEERS** Survey & Civil Engineer

Since 1915, BKF Engineers has earned a reputation for its ability to successfully plan, design, survey, and implement complex projects. BKF offers experience with team members with extensive backgrounds in large and small municipal public works departments within the Greater Bay Area. BKF Engineers' extensive knowledge encompasses a comprehensive and detailed understanding of the various services, infrastructure, and utilities communities offer. The BKF team is known for its solution-oriented mindset. It provides project designs that support stormwater management, wastewater maintenance, and underground utilities that work with local infrastructure and professional project surveying, staking, and inspection services.

## **FTF ENGINEERING** Structural Engineer

FTF Engineering is a structural engineering professional services firm established in 2002, with offices in San Francisco and San Luis Obispo. We create value by designing safe and enduring structures with integrity and innovation, delivering technically excellent solutions in a cooperative, creative, and flexible manner that is responsive to project needs and client priorities. FTF is a City and County of San Francisco Local Business Enterprise and a California Small Business Enterprise. We prioritize strong communication, responsiveness, and accountability to keep design teams aligned with Owner objectives and schedules.

FTF brings substantial public sector experience and understands the Bridging Documents workflow, including early basis of design development, agency and stakeholder coordination, and design progress presentations that support Owner review and decisions. Our team routinely works on complex, multi-party public projects and approvals and supports project teams with practical, constructible structural solutions and clear schematic-level deliverables. Our relevant public safety experience includes structural services for the County of Santa Barbara Sheriff Annex Relocation, seismic retrofit and rehabilitation of the City of Guadalupe City Hall housing both Fire Station and Police Station facilities (Risk Category IV), and a feasibility study evaluating upgrade and expansion options for Morro Bay Fire Station 2 living quarters. We develop phased approaches that maintain safety and continuity, including temporary shoring and sequencing strategies. This approach positions FTF to support ACFD's page-turn reviews, coordination with agencies having jurisdiction, and parallel development of bridging documents for both the permanent stations and the temporary station.

## **TAYLOR ENGINEERS** Mechanical, Plumbing & Fire Protection Engineer

Established in 1995, Taylor Engineers is a nationally recognized engineering firm specializing in building mechanical systems design, energy conservation and analysis, energy management and control system design, and system commissioning. Over the years, Taylor Engineers has built a national reputation as an expert in HVAC, plumbing, and fire sprinkler systems design.

We have extensive design experience with fire stations, including the following projects:

- Alameda County Fire Stations #7, #25
- Alameda County Fire Training Center
- Fresno Fire Training Center
- Fremont Fire Stations #1, #3, #7
- Fremont Fire Stations #4, #5, #9, #10 (feasibility studies)
- Sacramento Fire Station #14

# DESIGN TEAM FIRM PROFILES

## **THE ENGINEERING ENTERPRISE** Electrical Engineer & Low Voltage Systems

The Engineering Enterprise has cultivated a robust and enduring partnership with Placer County, which has been marked by continuous success. Our collaborative involvement in numerous projects over the past two decades has provided unparalleled insights into the optimal approach for delivering and sustaining Placer County initiatives. Additionally, the firm has delivered comprehensive electrical engineering services to Public Safety, Police, Fire, Emergency Operations, and 911 Centers across California. Our extensive experience and the expertise of our team enable us to manage a broad spectrum of electrical engineering projects. From minor power system upgrades and conference room AV installations to site infrastructure enhancements, emergency backup system designs, and the construction of new office complexes, we provide full electrical system design, agency approvals, and construction administration for projects of all sizes.

Due to the unique experience and diversity within The Engineering Enterprise, the firm can offer specialized design services tailored to the client's needs. We believe in the active participation of the Principal-In-Charge from the conceptual phase through project closeout. All our Principals are "working principals" and, as such, are active in the firm's design decisions, continually employing value engineering concepts and maintaining project cost control throughout the design process. The firm's extensive research and application of new technologies and their impact on the project are particularly important to each project. The primary goal of The Engineering Enterprise is to produce designs that accommodate the client's needs and are technically sound, innovative, cost-effective, and completed on schedule. Nothing speaks more to the success of our design philosophy than the fact that 95% of our work comes to us through repeat clientele.

## **GROUNDWORKS OFFICE INC.** Landscape Architect

Groundworks Office is a landscape architecture and urban design firm that shapes public spaces to tell stories about our vibrant and complex world. We design parks, plazas, gardens, and waterfronts that celebrate a place's authentic character and the people who live there.

Groundworks Office was founded in 2013 to make places that restore and reveal the power and beauty of the natural environment and cultivate an awareness of our connection to it. Places that have a purpose and make cities safer and friendlier. Our collaborators range from small non-profit groups to developers overseeing hundreds of acres. We feel privileged to have built positive, lasting relationships with our collaborators and that many of the places we've built together have become important cultural touchstones where communities make memories.

## **FUEL OIL SYSTEMS** Fueling Engineer

Fuel Oil Systems is passionate about solving fuel oil problems – the more difficult the better. They collaborate with their customers to add value through engineering, design, installation and manufacturing. Fuel Oil Systems are widely acknowledged fuel system code and design experts. Fuel System Design and Installation, Underground and Above-ground Storage Tank Compliance Services, SPCC plans, Risk Reduction Plans, HMBP plans, Peer Review, Expert Witness Service and the design and manufacture of custom PLC and PLC networks are the core of their value added services.



Kensington Fire Protection District Public Safety Building, Kensington, California

# DESIGN TEAM KEY PERSONNEL

Our proposed team members are listed below with their roles for the Alameda County Fire Department design team. Each person's experience with the specific project type, fire stations, or public safety buildings is shared on their resume provided on the following pages.

Experience with similar or related projects is illustrated on each of our team's key personnel resumes. Group experience working together is illustrated on our Project Experience Sheets. Many of our team members have experience working with Alameda County on similar projects and are also Alameda County SLEB Certified.



**KAREN MAR MARJANG**

Lead Design Architect & PM



**ROBERT SOO HOO MARJANG**

Associate & Design Manager



**BRUNO MARTINEZ MARJANG**

Sr. Designer



**KHRISTINE MELENDEZ MARJANG**

Design Job Captain



**LILLIANN DOLLEY MARJANG**

Tech Designer | BIM Specialist



**CATHERINE ELLIS SHANNON & WILSON**

Geotechnical Engineer



**ERIC SWANSON BKF ENGINEERS**

Civil Engineer | Principal



**WILL KORGER FTF ENGINEERING**

Structural Engineer | Associate



**DAN HEINZERLING TAYLOR**

Principal & Mech Engineer



**LAVANYA MUTTAYAN TAYLOR**

Plumbing & FP Engineer



**SCOTT WHEELER THE ENGINEERING ENTERPRISE**

Principal & Electrical Engineer



**SARA PESCHEL GROUNDWORKS OFFICE INC.**

Landscape Project Principal



**DOUG NAKANO FUEL OIL SYSTEMS**

Principal In Charge & Fueling Engineer



**CONTACT INFORMATION**

O (415) 522-0600 x 1001  
M (415) 516-3454  
karen@marjang.com

**YEARS OF EXPERIENCE | 31**

**FIRM EXPERIENCE | 19**

**EDUCATION**

BACHELOR OF ARCHITECTURE  
California Polytechnic State University  
San Luis Obispo, CA

**PROFESSIONAL  
REGISTRATION**

REGISTERED ARCHITECT  
State of California | C25227 and  
State of Hawaii | AR-8899

**LEED ACCREDITATION**

LEED AP BD + C

Karen Mar is a licensed architect in California and Hawaii. She is a native of San Francisco, and her 30+ years of experience include building design, exhibit design, and project management. She started her own practice in 2005 and has extensive experience leading public sector projects from programming through construction. Her work includes rehabilitation, renovation, historic preservation, and new construction.

**KENSINGTON FIRE PROTECTION DISTRICT PUBLIC  
SAFETY BUILDING** Kensington, CA

6,000 sf fire station located on an upsloping lot in a residential neighborhood in Kensington that includes 2 apparatus bays, support areas, a small expansion at the second floor, new site work and interior remodeling to accommodate additional offices and living quarters for 6 fire personnel.

**SJC FACILITIES ADMINISTRATION, SHOPS & FLEET  
MAINTENANCE BUILDINGS** San Jose Mineta International Airport, CA

The program area is divided between an 8,650 sf 5-bay Fleet Maintenance Building and a 15,850 sf, two-story Administration and Shops Building that houses administrative offices over shops (Metal, Wood, Paint, Electrical and Key) for the Airport's Facilities Division personnel.

**MONTEREY REGIONAL AIRPORT ARFF STATION**  
Monterey, CA

The 10,000 sf facility includes four apparatus bays, living quarters with "hotel style" dorm rooms with en-suite bathrooms, a combined kitchen-dining-day room, a watch room, an exercise room, offices, and apparatus bay support areas. The project was designed utilizing a pre-engineered building with custom interiors. The project is LEED Silver Certified.

**SJC ARFF FIRE STATION 20**  
San José Mineta International Airport, CA

18,000 SF facility includes a 6-bay fire station that houses the ARFF (Aircraft Rescue and Fire Fighting) vehicles that serve the airside operations area of the airport and a single-bay fire station serving the surrounding (landside) community, including the terminal buildings—living quarters for 10, including exercise room, multi-purpose training room, and offices. The project is LEED Silver Certified.

**SFFD AMBULANCE DEPLOYMENT FACILITY**  
San Francisco, CA

The project is a 44,000-square-foot, four-story Ambulance Deployment Facility with a program that includes an ambulance resupply warehouse, training classroom, administrative offices, staff locker rooms, kitchen, exercise room, and parking structure. It is LEED Platinum Certified.

**SFO FIREHOUSE NO. 3**  
San Francisco International Airport, CA

The 20,000-square-foot fire station at San Francisco International Airport includes a new security checkpoint and state-of-the-art training center. The design also includes living quarters for 24 and the administrative headquarters for SFFD's Airport Division. The project is LEED Gold Certified.

# ROBERT SOO HOO

Associate | Design Manager

# MARJANG



Robert was born in San Francisco and raised across the bay in Alameda. He received his Bachelor of Architecture from Cal Poly, San Luis Obispo in 2004. He is a LEED Certified Professional and will be working to assist in managing the day to day needs of our consultant team for the concept design and development of both facilities. He is detail oriented and has experience working with large consultant teams on complex projects.

## CONTACT INFORMATION

O (415) 552-0600 x 1002

M (510) 332-2260

robert@marjang.com

## YEARS OF EXPERIENCE | 19

## FIRM EXPERIENCE | 18

## EDUCATION

BACHELOR OF ARCHITECTURE

California Polytechnic State University

San Luis Obispo, CA

## PROFESSIONAL REGISTRATION

NCARB Candidate

## LEED ACCREDITATION

LEED Accredited Professional

## KENSINGTON FIRE PROTECTION DISTRICT PUBLIC SAFETY BUILDING Kensington, CA

6,000 sf fire station located on an upsloping lot in a residential neighborhood in Kensington that includes 2 apparatus bays, support areas, a small expansion at the second floor, new site work and interior remodeling to accommodate additional offices and living quarters for 6 fire personnel.

## SJC FACILITIES ADMINISTRATION, SHOPS & FLEET MAINTENANCE BUILDINGS San Jose Mineta International Airport, CA

The program area is divided between an 8,650 sf 5-bay Fleet Maintenance Building and a 15,850 sf, two-story Administration and Shops Building that houses administrative offices over shops (Metal, Wood, Paint, Electrical and Key) for the Airport's Facilities Division personnel.

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Monterey, CA

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# BRUNO MARTINEZ

Senior Designer

# MARJANG



Bruno is a native of Brazil and spent time in his youth in New York and Miami. He earned a degree in Architecture from Universitat Politecnica De Catalunya and is a registered architect in Spain. Bruno is a licensed architect in Spain and a detail oriented designer. His work includes technical and code research and designing with the practical problem solving necessary for complex facilities. He supports the development of options within our iterative design process.

## CONTACT INFORMATION

☎ (415) 522-0600 x 1005

bruno@marjang.com

## YEARS OF EXPERIENCE | 8

## FIRM EXPERIENCE | 2

## EDUCATION

BACHELOR OF ARCHITECTURE

Universitat Politecnica De Catalunya  
Barcelona, Spain

## PROFESSIONAL REGISTRATION

REGISTERED ARCHITECT

Spain

NCARB Certificate Holder

## SJC FACILITIES ADMINISTRATION, SHOPS & FLEET MAINTENANCE BUILDINGS

San Jose Mineta International Airport, CA

The project includes 24,500 sf of building space. The program area is divided between an 8,650 sf 5-bay Fleet Maintenance Building and a 15,850 sf, two-story Administration and Shops Building that houses administrative offices over shops (Metal, Wood, Paint, Electrical and Key) for the Airport's Facilities Division personnel. The site also includes parking areas for employees and the fleet vehicles necessary for airport operations including electric buses; car wash and fueling.

## KENSINGTON FIRE PROTECTION DISTRICT PUBLIC SAFETY BUILDING Kensington, CA

6,000 sf fire station located on an upsloping lot in a residential neighborhood in Kensington that includes 2 apparatus bays, support areas, a small expansion at the second floor, new site work and interior remodeling to accommodate additional offices and living quarters for 6 fire personnel.

## MONTEREY REGIONAL AIRPORT ARFF STATION

Monterey, CA

The 10,000 sf facility includes 4 apparatus bays, living quarters that have "hotel style" dorm rooms with en-suite bathrooms, combined kitchen-dining-day room, watch room, exercise room, offices and apparatus bay support areas. The project was designed utilizing a pre-engineered building with custom interiors. LEED Silver Certified.

## SFO INTERNATIONAL TERMINAL BUILDING IMPROVEMENTS San Francisco International Airport

Modifications include retrofit of curved sliding doors into round vestibules that housed rotating doors which are being removed due to safety issues. Other areas under improvement are security areas for passenger processing and baggage claim at the arrivals level for Customs and Border Protection activities.

## UCSF MILLBERRY UNION & ACC LOBBY REFRESH

San Francisco, CA

Direction paint concepts to differentiate floors at an 8 story parking garage and to delineate primary access to the UCSF Parnassus Campus from the Irving & 2nd Avenue entrance.

# KHRISTINE MELENDEZ

Design Job Captain

# MARJANG



Kristine was born in the Philippines and raised in San Diego. She received her Bachelor of Architecture from Cal Poly in 2017 with a focus on Sustainable Environments and is an alumni of the 2019 Glenn Murcutt International Architecture Master Class. In her free time she enjoys puzzles, escape rooms, and a variety of creative pursuits. She is a conscientious designer with skills in 3d modeling and BIM execution and will manage the production of both project bridging document sets.

## CONTACT INFORMATION

○ (415) 522-0600 x 1004  
kristine@marjang.com

## YEARS OF EXPERIENCE | 6

## FIRM EXPERIENCE | 3

## EDUCATION

BACHELOR OF ARCHITECTURE  
California Polytechnic State University  
San Luis Obispo, CA

## PROFESSIONAL REGISTRATION

REGISTERED ARCHITECT  
State of California | C42357

## SJC FACILITIES ADMINISTRATION, SHOPS & FLEET MAINTENANCE BUILDINGS

San Jose Mineta International Airport, CA

The project includes 24,500 sf of building space. The program area is divided between an 8,650 sf 5-bay Fleet Maintenance Building and a 15,850 sf, two-story Administration and Shops Building that houses administrative offices over shops (Metal, Wood, Paint, Electrical and Key) for the Airport's Facilities Division personnel. The site also includes parking areas for employees and the fleet vehicles necessary for airport operations including electric buses; car wash and fueling.

## KENSINGTON FIRE PROTECTION DISTRICT PUBLIC SAFETY BUILDING Kensington, CA

6,000 sf fire station located on an upsloping lot in a residential neighborhood in Kensington that includes 2 apparatus bays, support areas, a small expansion at the second floor, new site work and interior remodeling to accommodate additional offices and living quarters for 6 fire personnel.

## MONTEREY REGIONAL AIRPORT ARFF STATION

Monterey, CA

The 10,000 sf facility includes 4 apparatus bays, living quarters that have "hotel style" dorm rooms with en-suite bathrooms, combined kitchen-dining-day room, watch room, exercise room, offices and apparatus bay support areas. The project was designed utilizing a pre-engineered building with custom interiors. LEED Silver Certified.

## SFO INTERNATIONAL TERMINAL BUILDING IMPROVEMENTS San Francisco International Airport

Modifications include retrofit of curved sliding doors into round vestibules that housed rotating doors which are being removed due to safety issues. Other areas under improvement are security areas for passenger processing and baggage claim at the arrivals level for Customs and Border Protection activities.

## TDA OFFICE RENOVATION

San Mateo, CA

Renovation of 6,000 sf office building that includes new flooring and heating throughout, lighting upgrades, bathroom renovations, new lobby feature wall, reception area and furniture.

# LILLIANN DOLLEY

Technical Designer & BIM Specialist



## CONTACT INFORMATION

○ (415) 522-0600 x 1004

lilliann@marjang.com

## YEARS OF EXPERIENCE | 8

## FIRM EXPERIENCE | 2

## EDUCATION

BACHELOR OF ARCHITECTURE

University of Michigan

Ann Arbor, Michigan

## PROFESSIONAL REGISTRATION

NCARB Candidate

# MARJANG

Lilliann was raised in Michigan and received her Bachelor of Architecture degree from the University of Michigan. Since graduating she has been fortunate enough to have spent time on the east coast as well as the midwest before relocating to San Francisco. She has extensive experience in BIM Modeling and the use of illustration software in addition to her skills as a designer. She is skilled at site and floor plan adjacency layouts and working with the technical parameters necessary to the design of fire facilities. Lilliann will lead our BIM production efforts on both facilities using our internal standards protocols.

## SJC FACILITIES ADMINISTRATION, SHOPS & FLEET MAINTENANCE BUILDINGS

San Jose Mineta International Airport, CA

The project includes 24,500 sf of building space. The program area is divided between an 8,650 sf 5-bay Fleet Maintenance Building and a 15,850 sf, two-story Administration and Shops Building that houses administrative offices over shops (Metal, Wood, Paint, Electrical and Key) for the Airport's Facilities Division personnel. The site also includes parking areas for employees and the fleet vehicles necessary for airport operations including electric buses; car wash and fueling.

## KENSINGTON FIRE PROTECTION DISTRICT STATION

Kensington, CA

6,000 sf fire station located on an upsloping lot in a residential neighborhood in Kensington that includes 2 apparatus bays, support areas, a small expansion at the second floor, new site work and interior remodeling to accommodate additional offices and living quarters for 6 fire personnel.

## MONTEREY REGIONAL AIRPORT ARFF STATION

Monterey, CA

The 10,000 sf facility includes 4 apparatus bays, living quarters that have "hotel style" dorm rooms with en-suite bathrooms, combined kitchen-dining-day room, watch room, exercise room, offices and apparatus bay support areas. The project was designed utilizing a pre-engineered building with custom interiors. LEED Silver Certified.

## SFO INTERNATIONAL TERMINAL BUILDING

IMPROVEMENTS San Francisco International Airport

Modifications include retrofit of curved sliding doors into round vestibules that housed rotating doors which are being removed due to safety issues. Other areas under improvement are security areas for passenger processing and baggage claim at the arrivals level for Customs and Border Protection activities.

## HARVEY MILK PLAZA PROJECT

San Francisco, CA

6,000 sf renovation of the Castro MUNI Station to include a new Plaza at the South Entrance to the station, new finishes at the Concourse Level and a memorial features that include garden and exhibit elements..



#### Education

BS, Civil Engineering,  
Univ. of the Pacific,  
Stockton, 1995

MS, Civil Engineering,  
California State Univ.,  
San Jose, 2000

MBA, Haas School of  
Business, Univ. of  
California, Berkeley, 2008

#### Registrations/Certifications

Professional Engineer,  
Geotechnical: CA  
(#GE2650)

Professional Engineer,  
Civil: California (C58987);  
Washington (50369)

Oregon (88073)

#### Years Experience

30 Years

# Catherine H. Ellis, PE, GE

## Vice President

With over 30 years of engineering experience, Catherine brings a collaborative approach to uniting owners, designers, and construction teams in delivering thoughtful, practical engineering solutions. As a trusted geotechnical engineer-of-record, she provides deep technical expertise grounded in real-world constructability, cost-efficiency, and schedule sensitivity. Catherine has served a wide range of community-focused clients—including religious institutions, cultural and museum organizations, park foundations, universities, and public agencies at all levels—helping them bring meaningful projects to life.

## Relevant Project Experience

### Monterey Airport Aircraft Rescue and Fire Fighting Facility, Monterey, California \*

In her role as the principal geotechnical engineer and project manager Catherine lead her team for this essential services, design-build project for the Monterey Airport. Project challenges included undocumented fill and buried structures from previous site use.

### Kensington Public Safety Building, Kensington, California \*

Catherine is the principal geotechnical engineer for the seismic retrofit of the combined fire and police public safety building. Site challenges included adjacent proximity to potential fault, strong seismic shaking, and limited access due to existing building.

### San José International Airport Facilities & Maintenance Buildings | San José, CA\*

*Principal Geotechnical Engineer.* Catherine was the principal geotechnical engineer for the project which consisted of two new buildings: the first is a one-story maintenance garage bay building, and the second is a two-story building with shops on the first floor and admin offices on the second floor. Project challenges include potential contamination, undocumented fill, seismic hazards, expansive clays, and high groundwater.

### City of San José Fire Department Training Center Relocation, San José, California.

As the principal geotechnical consultant on this essential services project, Catherine is leading the Haley & Aldrich team providing geotechnical engineering design services for the City of San José for their Fire Department Training Center (FDTC) at the Central Service Yard (CSY). The project included a seismic upgrade and retrofit of an adjacent building, asphalt concrete parking, development of the FDTC's fire training area with new prefabricated training tower, utilities, and other amenities required for the operation of the fire training area.

### City of Mountain View Fire Station #5, Mountain View, California

Senior Geotechnical Engineer. Provided design-level support for the new fire station. The fire station is located within the former Crittenden Landfill. One of the key considerations of the design was to account for the impacts from the former landfill on the new building. Through detailed research of closure documents, review of historical aerial photographs, and a focused field investigation, team was able to define the limits of the landfill and provide recommendations for a shallow foundation system.

*\* Projects with MarJang Architecture*



## ERIC SWANSON, PE

CIVIL PROJECT MANAGER

Working extensively in the Bay Area core, Eric's specialty is with infill and reuse sites. Eric leverages his understanding of the local site conditions, governing jurisdiction requirements, and construction background to deliver projects. Eric is able to identify and summarize key factors that assist the local agency to select a preferred alternative. On all his projects, large or small, Eric strives to deliver value to the project team by exploring innovative design alternatives, understanding the value of stakeholder and community involvement, and respecting all aspects of the environment.

### EDUCATION

B.S., Civil Engineering,  
San Jose State University

### REGISTRATION

Professional Civil  
Engineer, CA No. 64607

### AFFILIATIONS

American Society of Civil  
Engineers  
Urban Land Institute  
Design-Build Institute of  
America

### TOTAL YEARS EXPERIENCE

24 years, 17 with firm

### SELECT PROJECT EXPERIENCE

**San Jose Fire Department Training  
Center Relocation**  
San Jose

**San Jose Airport Fire Facility**  
San Jose

**Kensington Fire Station Master  
Planning**  
Kensington

**Moraga-Orinda Fire Station #41**  
Moraga

**Emeryville Fire Station #2**  
Emeryville

**East Contra Costa Fire Department  
Ironhouse Joint Facilities Project**  
Brentwood

**El Dorado County Juvenile Court**  
Placerville

**Chevron Emergency Operations**  
Richmond

**Hayward City Center**  
Hayward

**Brentwood Police Station**  
Brentwood

**Mountain View Library ADA Upgrades**  
Mountain View

**Geneva Car Barn & Powerhouse**  
San Francisco

**Sleepy Hollow Clubhouse**  
San Anselmo

**Elks Lodge**  
San Rafael

**Mountain View Library ADA Upgrades**  
Mountain View

**Triton Pointe Dental Offices**  
Foster City

**Many Generations Health  
Center**  
San Francisco

**Stanford Outpatient Center**  
Redwood City

## William H. Korger, S.E., LEED A.P. Senior Associate

California CE #71486 / SE #5631

Experience: 18 years (total) / 3 years (FTF)

William joined FTF Engineering in 2023 with 15 years of structural engineering experience spanning public sector, education, and civic facilities. He brings a practical, constructible approach to seismic design and retrofit, supporting project teams with clear schematic level deliverables that align with Owner priorities, schedule, and budget.

Will has managed and designed public agency projects from initial planning and concept development through construction administration, coordinating with architects, consultants, and stakeholders to support efficient reviews and informed decisions. He is experienced navigating multi-party approvals and responding to plan check comments with well-documented calculations, details, and narrative that keep teams moving forward. He also evaluates and compares multiple structural concepts, identifying implications, and helping teams converge on solutions that meet performance goals while remaining buildable.

Will is also a believer in lean construction practices and continual improvement in and outside the firm. He has leveraged this mindset to improve coordination workflows, standardize deliverables, and support consistent quality on complex public projects.

For more than a decade, he has contributed to the engineering community by volunteering with NCEES, the organization responsible for the national structural engineering exam, and he also supports post-event safety efforts through Cal OES.

### Project Experience

#### **US Forest Service Ancient Bristlecone Pine Forest Visitor Center, Inyo National Forest, CA \***

Structural design for a new visitor center following a fire, featuring exposed structural elements to reflect the surrounding landscape. Designed large diameter exterior wood posts and exposed interior and exterior trusses with glulam chords and a hybrid steel rod and log web system. Detailed architectural grade connections using concealed knife plates and selectively exposed steel, with the framing engineered for high snow loads.

#### **Hillsdale Classroom Building Addition, San Mateo, CA \***

Structural design for a new 52,000 SF, two-story classroom and library building. Implemented Cast Connex High Strength Connectors on a DSA project to enable smaller gusset plates and bolted braced frame connections in lieu of welding. Coordinated with the architect to develop an exterior walkway with exposed steel that matches the adjacent campus aesthetic while using efficient, gravity-only framing and bolted connections.

#### **Central Middle School Classroom Building, San Carlos, CA \***

Structural design for a new 50,000 SF, two-story classroom building delivered on a fast-track schedule. Two special concentric braced frame buildings, including architecturally exposed braces behind a glazing wall, coordinated with prefabricated building components and flexible learning suite layouts.

*\*Project completed with prior firm.*



### Education

B.S. in Civil Engineering w/ Structural Emphasis, California Polytechnic State University, San Luis Obispo, CA, 2004

Business Minor, California Polytechnic State University, San Luis Obispo, CA 2004

### Professional Affiliations

Structural Engineering Association of Northern California (SEAONC)

Lean Construction Institute (LCI)

National Council of Examiners for Engineering and Surveying (NCEES),  
Structural Exam Volunteer

Cal OES Safety Assessment Program  
Volunteer

CanStruction, Team Leader



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38 Mason Street, 2nd Floor  
San Francisco, CA 94102  
415.931.8460

SAN LUIS OBISPO OFFICE  
1023 Nipome Street, Suite 210  
San Luis Obispo, CA 93401  
805.544.1216



## David Heinzerling, PE

Principal

[dheinzerling@tayloengineers.com](mailto:dheinzerling@tayloengineers.com)

Ph 510-473-1176

David Heinzerling is a registered Mechanical Engineer with experience in a wide range of HVAC design project types, including office buildings, laboratories, high-rise residential, commercial kitchens, and cultural buildings. With a background in building science, he also has expertise in many areas of HVAC research and analysis, including indoor environmental quality monitoring, chiller plant optimization, waterside and airside economizer analysis, and life-cycle cost equipment selection. As a curious and knowledgeable web-application developer, Mr. Heinzerling leads Taylor Engineer's BIM standards group and development of in-house design and optimization tools.

Mr. Heinzerling is a specialist in indoor environmental quality monitoring and wireless sensing, with extensive field study experience, largely through his past and continued work with the Center for Built Environment at UC Berkeley. He is also the current chair of ASHRAE Standard 55 - Thermal Environmental Conditions for Human Occupancy and has given multiple seminars on topics including thermal comfort and building performance monitoring.

### Education

B.S. Civil Engineering, B.A. Plan II,  
The University of Texas Austin,  
2005

M.S. Architecture, Building Science,  
University of California Berkeley,  
2013

### Registrations

Mechanical Engineer, California  
#38064

### Affiliations

ASHRAE

International Institute for  
Sustainable Laboratories

### Experience

14 years' experience  
11 years with Taylor Engineers

### Honors + Awards

First Place National ASHRAE  
Technology Award,  
SFMOMA, 2018

### Role

Mr. Heinzerling will serve as the main point of contact for the team, as well as the lead mechanical engineer.

### Selected Project Experience

#### Arena Center, Oakland

Principal in charge on this 3-building retrofit project for the County of Alameda, totaling 200,000 ft<sup>2</sup>. This project was put on hold during the design development phase.

#### Transamerica Pyramid, San Francisco

Principal in charge on this multiple phase series of full design and design/build retrofits and tenant improvements on this iconic building, totaling over 70,000 ft<sup>2</sup>. Also included multiple central plant studies, including expansion and electrification plans.

#### UC Hastings 100 McAllister, San Francisco

Principal in charge on this 250,000 ft<sup>2</sup> design-build high-rise major retrofit of a historic building. The new program includes mixed-use residential, administrative offices, and academic spaces.



## Lavanya Muttayan, PE, CPD, LEED AP, BD+C

Principal, Plumbing & Fire Protection

[lmuttayan@tayloengineers.com](mailto:lmuttayan@tayloengineers.com)

Ph 510-263-1551

Lavanya is a registered Mechanical Engineer specializing in plumbing and fire protection. She has a wide range of experience in multiple sectors with water supply networks, rainwater harvesting systems, wastewater treatment and reuse systems, and sustainable plumbing and fire protection systems. She is an expert in designing and implementing gray, black, and storm water treatment systems, as well as net-zero water campuses.

Lavanya is skilled at coordinating with architects and engineers. She works well with clients and provides alternative solutions for more water efficient and resilient buildings in the earliest phases of a project. Her expertise covers the full building life cycle, from concept to construction and commissioning.

### Education

B.Tech. Civil Engineering,  
Pondicherry University, India, 2003

M.Tech. Environmental Engineering,  
Pondicherry University, India, 2005

### Registrations

Mechanical Engineer, California  
#41297

### Affiliations

ASPE, IAPMO

### Experience

17 years' experience  
2 years with Taylor

### Honors + Awards

University Gold Medalist

### Role

Ms. Muttayan will be the plumbing and fire sprinkler lead for the team

### Representative Projects\*

#### Civic & Community Center

- Alice Street Event Space, Oakland, CA
- Burlingame Community Center, Burlingame, CA
- City of Elk Grove, Elk Grove Civic Center Aquatic Center, Elk Grove, CA
- New Riverside Mid-County Civil Courthouse Superior Court of California, Menifee, CA
- New Sacramento Courthouse, Sacramento, CA
- City of Sacramento, Fire Station #14, Sacramento, CA

#### Commercial

- Menlo Gateway Development, Three office R&D Buildings, a hotel, restaurant, retail and three parking Structures, Menlo Park, CA, LEED 2009 Certified
- University of California, Merced, Downtown Administration Center, Merced, CA, Zero Net Energy + LEED Platinum Targets
- City of Livermore, Livermore Civic Center Council Chambers Meeting Hall, Livermore, CA, LEED Silver Target
- Confidential High Tech Projects (5), Bay Area, CA, Water Petal, LEED Platinum Target, LBC, All Electric Building
- Sera Portland Galleria, Portland, OR
- Stripe Oyster Point Campus, South San Francisco, CA
- UC Berkley Moffitt Library Renovation, Berkeley, CA
- La Cienega Common office + Resi, Los Angeles, CA
- IMT Office Parcel 1 & Garage, Los Angeles, CA

\*Work Experience Prior to Taylor Engineers



## **Scott D. Wheeler, P.E., DBIA, LEED® AP**

### **Principal in Charge**

With over three decades of experience, Scott is a proven leader, specializing in the design of power, lighting, communication, and signal systems across diverse sectors including recreational, healthcare, civic, commercial office, educational, and institutional facilities. As Principal in Charge/Project Engineer, Scott has successfully overseen a spectrum of projects, spanning from minor tenant enhancements and renovations to the inception of multimillion-dollar constructions. His unwavering dedication to grasping the unique requirements of each client empowers him to consistently deliver substantial contributions and indispensable insights into every project he engages with.

Scott's responsibilities will include full electrical engineering for the project, including spec writing, development of working drawings, and the management and coordination of the in-house design team.

### **Representative Project Experience**

#### **Dixon Fire Station No. 82, Dixon, CA**

New 7,000 SF fire station including three-apparatus bays and surrounding operational areas. As well as lobby/reception, kitchen, dining room, living room, office, laundry, four sleeping quarters, physical training area, and supplementary auxiliary spaces.

#### **Roseville Fire Station No. 7, Roseville, CA**

New 10,500 SF fire station consisting of drive-thru apparatus bays with source-capture exhaust system, library/study, kitchen/dining area, day room, administrative offices, dorm areas, laundry, medical & decontamination room, fitness room and shop space. Designed to serve as home to a medium rescue apparatus and one of the city's two ladder trucks, it was the first prototype for future stations in the city.

#### **Roseville Fire Station No. 8, Roseville, CA**

New 12,411 SF fire station equipped with a 3-bay drive-thru apparatus space, surrounded by a variety of utility and operational areas. The station accommodates living quarters for the staff, including six regular dorm rooms, two Captain's dorm rooms, and one Battalion Chief's quarters, totaling nine staff accommodations. Along with dayroom with an adjoining kitchen and dining area, administrative offices with study spaces, a fitness room, a shop, storage facilities, EMS storage, a laundry room, a decontamination suite featuring small lockers and a changing area, two shower rooms, and supplementary auxiliary spaces.

#### **Sacramento International Airport Rescue & Fire Fighting Facility, Sacramento, CA**

New state-of-the-art 20,865 SF Airport Rescue and Firefighting Facility. This facility boasts seven bays, all with drive-through access, as well as private sleeping quarters, versatile conference and training rooms, and an expansive physical training area that seamlessly connects to outdoor training spaces. It is equipped with cutting-edge audio/visual technology and various other advanced features.

### **Education / Training**

- B.S., Electrical Engineering, 1993, California Polytechnic State University, San Luis Obispo

### **Registrations**

- Professional Engineer, #15491, California; #71404, Arizona; #20470, Hawaii; #019644, Nevada; #25008158, Washington
- DBIA Professional, Design Build Institute of America
- LEED Accredited Professional, U.S. Green Building Council

### **Affiliations**

- Institute of Electrical and Electronic Engineers
- Design Build Institute of America
- U.S. Green Building Council
- Cal Poly San Luis Obispo Electrical Engineering Advisory Board
- Sierra College Building Industries Advisory Board

### **Total Years of Experience**

- 31

### **Total Years with TEE**

- 30



## SARA PESCHEL

### Founding Partner / Principal in Charge

Sara's work addresses various scales from large urban ecologies to smaller public open spaces. With over 24 years of experience, she is well-versed in the complexities and management of large-scale multidisciplinary project teams, multi-stakeholder projects, client communication, and community outreach.

Sara engages in an open, collaborative approach to design that includes clients and stakeholders. She believes asking questions and truly listening to the answers to derive solutions are the most important skills a designer must have.

Within GWO, Sara provides a steady vision as she directs and mentors project teams and designers from project concept through construction, focusing on design engagement, sustainability, and rigorous quality assurance (QA/QC). Her methodology ensures projects are delivered with the highest level of design excellence while meeting complex schedules and budget demands.

#### EDUCATION

Harvard University, Master of Landscape Architecture

University of Vermont, Bachelor of Science

#### PROFESSIONAL EXPERIENCE

GROUNDWORKS Office, Berkeley, California

Tom Leader Studio, Berkeley, California

Mathews Nielsen Landscape, New York, New York

#### PROFESSIONAL AFFILIATIONS

Urban Land Institute - Member

San Francisco Planning and Urban Research

American Society of Landscape Architects

American Institute of Architects

#### CONFERENCES

The Horizon, Boots on the Trail, 2017

Architectural Record Innovation Conference, 2017

VBay Area Open Space Council, 2016

#### AWARDS

RiverFIRST Framework Plan and Priority Projects,

ASLA MN Merit Award, 2014

Stanford Medical School Li Ka Shing Center for Learning and Knowledge, SCUP Excellence in Landscape Architecture Open Space Planning and Design Honor Award, 2013

#### SELECTED PROJECTS

Cal Poly Humboldt Engineering and Technology, Arcata, CA

600 Bancroft, San Francisco, CA

SPUR Gilman, Berkeley, CA

WestAir, Richmond, CA

6115 Potrero, El Cerrito, CA

Linda Beach Master Plan, Piedmont, CA

Bayer Campus, Berkeley, CA

Treasure Island Streetscapes, San Francisco, CA



**CONTACT INFORMATION**

O (925)556-5424  
dnakano@fueloilsystems.net

**YEARS OF EXPERIENCE | 44**

**FIRM EXPERIENCE | 28**

**EDUCATION**

BACHELOR OF SCIENCE  
Industrial Technology, 1982  
California Polytechnic State University,  
San Luis Obispo

**PROFESSIONAL  
REGISTRATION**

STI SP001 Certified Aboveground Storage  
Tank Inspector

MTR for UL 508 Industrial Control Panel

MTR for UL 142 and UL2085, UL listings for  
Shop Fabricated Tank Constructions

**AFFILIATIONS**

American Society of Plumbing Engineers

Steel Tank Institute

The technical leader of the company, Doug has specialized in the design of fuel systems for acute care hospitals, data centers, fire stations, police stations, offices of emergency services, municipal fueling stations and other mission critical facilities. Doug has led the company into a vertical integration of expertise, with intimate knowledge of tank technologies, construction and fabrication and controls, pumping and piping innovations. As a competent person and licensed General Contractor, Doug has broad experience and expertise in both underground and above-ground storage tank systems.

**WOODSIDE FIRE STATION 7**

Woodside, CA

New 21, 827 SF fire station including a Protected Class diesel/gasoline compartment tank. Diesel compartment featured a special long hose reel for oversize fire trucks and backup fuel for the emergency generator with the Gasoline compartment furnished for fueling vehicles. The design required custom tall tank with small footprint to fit into available space. Controls were designed for third party monitoring and automatic emailing of alarms.

**SANTA MONICA FIRE STATION 1**

Santa Monica, CA

New 29,000 SF fire station including a 3,000 gallon Protected Class diesel/gasoline compartment tank. Diesel compartment featured a special long hose reel for oversize fire trucks and backup fuel for the emergency generator with the Gasoline compartment furnished for fueling vehicles. Special seismic compliance loops were designed into the piping system as there was seismic joint between the generator and the bulk fuel tank. Compliance with the ever stringent South Coast Air Management district was designed into the project.

**SAN RAMON FIRE STATION 34**

San Ramon, CA

New 11,000 SF fire station including a Protected Class compartment tank with diesel fuel compartment and double wall piping with dispensing for fire trucks and gasoline dispensing for vehicles. Horizontal remote fills were designed for ease of filling and operation of the tank systems. Card reader for dispensing access control was designed to be integrated into City Wide Fuel Data Network.

# PROJECT EXPERIENCE

## DESIGN EXPERTISE

MarJang Architecture and the design team have recently completed similar projects for fire departments and public agencies in the Greater Bay Area under both the Design-Build and Design-Bid-Build Delivery models. Many of our projects are LEED Certified and address complex programming and design parameters, including security, public address and ring-down systems, and industrial sites with contaminated soils and fueling. Please refer to the following project experience sheets for a comprehensive understanding of each project's cost, construction methodologies, and site requirements.

Our design team is also experienced in industrial architecture, including pre-engineered building structures, vapor mitigation systems, dust-collection shops, welding hoods, paint booths, fleet maintenance bays, apparatus bays, overhead lube and oil systems, fueling, and vehicle wash systems.



Kensington Public Safety Building Renovation, 2025



SJC Administration, Shops & Fleet Maintenance Buildings, 2024



Monterey Regional Aircraft Rescue & Fire Fighting Facility, 2023



SJC Aircraft Rescue & Fire Fighting (ARFF) Station 20, 2022



SFFD Ambulance Deployment Facility, 2021



SFO Firehouse No. 3, 2019

# PROJECT EXPERIENCE



## KENSINGTON FIRE PROTECTION DISTRICT PUBLIC SAFETY BUILDING

Kensington, CA | Construction Start 2023 & Completed 2025

\$6 million & 6,000 sf | Design to Permit Schedule - 6 months

MarJang, as Architect of Record, led the design team in renovating the existing Kensington Fire Protection District Public Safety Building. The renovation includes a complete remodel of the interiors, including a small addition on the second floor to the existing wood-framed structure located adjacent to a major fault line. A seismic retrofit includes new pier foundation elements that will address slope stability, the renovation of living quarters and the Kensington Fire Protection District Administrative Offices. Living quarters include three dormitory rooms, three bathrooms, laundry facilities, kitchen/dining/day room, exercise room, office, conference room, watch room, three apparatus bays, and support areas.

### Project Owner Reference:

Mary Morris-Mayorga, General Manager  
Kensington Fire Protection District  
217 Arlington Avenue, Kensington, CA 94707  
phone | (916) 947-0924  
email | [mmayorga@kensingtonfire.org](mailto:mmayorga@kensingtonfire.org)

### Team Members:

MarJang Architecture, Architect of Record  
Catherine Ellis (Formerly Haley & Aldrich), Geotechnical Engineer  
BKF Engineers, Civil Engineering  
The Engineering Enterprise, Electrical Engineering

# EXAMPLE PROJECT 1



Kensington Fire Protection District Public Safety Building Renovation, Kensington, California | Additional Images

# PROJECT EXPERIENCE



## **SJC FACILITIES ADMINISTRATION, SHOPS & FLEET MAINTENANCE BUILDINGS**

San Jose Mineta International Airport, CA | Construction Start 2024 & Completed 2025  
\$30.4 million & 23,000 sf | Design to Permit Schedule - 70 calendar days

MarJang was the architect of record for this new facility at San Jose Mineta International Airport. The firm led the programming, stakeholder engagement, and design processes from kick-off through the final punch list. The project is a 23,000 sf, two-building facility that houses the SJC Facilities Administration Division Offices over maintenance Shops (Metal, Wood, Electric, and Key). The Fleet Maintenance building houses a vehicle wash, storage bays for specialized equipment, and two working bays for repairs on the Airport's fleet of vehicles, including 10 electric buses. The project site has secure public landside, airside parking, and a fueling station. The project had a challenging 400-day schedule from Notice to Proceed to Temporary Certificate of Occupancy. This requirement was met using Structured Collaborative Partnering and a Design-Build delivery model. The project is certified LEED Silver.

### Project Owner Reference:

Kirk Ruffo, Project Manager  
San Jose Mineta International Airport  
1701 Airport Boulevard, Ste B-1130  
San Jose, CA 95110  
phone | (408)392-1139  
email | kruffo@sjc.org

### Team Members:

MarJang Architecture, Lead Design Architect  
Catherine Ellis (Formerly Haley & Aldrich), Geotechnical Engineer  
BKF Engineers, Civil Engineering  
Groundworks Office, Landscape Architecture



EXAMPLE PROJECT 2



SJC Facilities Administration, Shops, & Fleet Maintenance Buildings, San Jose, California | Additional Images

# PROJECT EXPERIENCE



## MONTEREY REGIONAL AIRPORT ARFF STATION

Monterey Regional Airport, CA | Construction Start 2022 & Completed 2023  
\$9.7 million & 10,000 sf | Design to Permit Schedule - 6 months

MarJang Architecture designed the station for the Monterey Regional Airport. The project is a 10,000 sf fire station with (4) apparatus bays and living quarters for a staff of 3-6. The station is a pre-engineered building structure with (3) dorm rooms with en suite bathrooms, offices, a conference/training room, and shared amenities including a watch room, exercise room, kitchen & day room. The station is designed to FAA Advisory Circular 150-5210 ARFF Station Design Standards and was constructed with products and materials sourced in the US to meet the Buy American guidelines in compliance with federal funding. The project is certified LEED Silver. This facility is MarJang Architecture's third Aircraft Rescue and Fire Fighting Facility.

### Project Owner Reference:

Chris Morello, Deputy Executive Director  
Monterey Regional Airport  
200 Fred Kane Drive, Monterey, CA 93940  
phone | (831) 333-2312  
email | [cmorello@montereyairport.com](mailto:cmorello@montereyairport.com)

### Awards & Publications:

Airport Improvement Magazine, June-July 2024  
Fire Apparatus & Emergency Equipment Magazine, June 2024

### Team Members:

MarJang Architecture, Architect of Record  
Catherine Ellis (Formerly Haley & Aldrich), Geotechnical Engineer  
BKF Engineers, Civil Engineering



EXAMPLE PROJECT 3



Monterey Regional Airport ARFF Station, Monterey, California | Additional Images

# PROJECT EXPERIENCE



## SJC ARFF FIRE STATION 20

San Jose Mineta International Airport, CA | Construction Start 2020 & Completed 2022  
\$24.7 million & 18,000 sf | Design to Permit Schedule - 10 months

MarJang was the lead design architect for this new San Jose Mineta International Airport facility. The firm led the programming, stakeholder engagement, design processes, and consultant coordination from kick-off through construction and commissioning. The project is an 18,000 sf fire station with (5) airside service bays that tend to the airfield and (1) a landside bay that serves the terminals and surrounding community. The station has (10) dorm rooms, offices, conference/training rooms, and shared amenities, including a watch room, exercise room, kitchen & day room. The project is certified LEED Silver.

### Project Owner Reference:

Kirk Ruffo, Project Manager  
San Jose Mineta International Airport  
1701 Airport Boulevard, Ste B-1130  
San Jose, CA 95110  
phone | (408)392-1139  
email | kruffo@sjc.org

### Awards & Publications:

Engineering News Record, Merit Award 2022  
IPI Partnered Project of the Year Award 2023  
DBIA Merit Award, 2023  
Firehouse Station Design Awards, November Issue, 2023

### Team Members:

MarJang Architecture, Lead Design Architect  
Catherine Ellis (Formerly Haley & Aldrich), Geotechnical Engineer  
BKF Engineers, Civil Engineering



# EXAMPLE PROJECT 4



SJC ARFF Fire Station 20, San Jose Mineta International Airport, California | Additional Images

# PROJECT EXPERIENCE



## SFFD STATION 49 AMBULANCE DEPLOYMENT FACILITY

San Francisco, CA | Construction Start 2019 & Completed 2021

\$28.8 million & 24,000 sf | Design to Permit Schedule - 12 months

MarJang Architecture was the design architect for this new facility in the Bayshore neighborhood of San Francisco with MEI Architects (Prime Joint Venture Partner). This essential services facility houses the SFFD EMS Division administrative offices, staff areas for 250 personnel, and ambulance restocking functions for dynamic deployment of our city's fleet of 50 ambulances with electrical trickle charging, a passenger vehicle garage, and a fueling station. Originally, SF Public Works had designed the facility, and it was intended that our team assist in the execution of this Schematic Design. However, this SF PW scheme was estimated to be over budget by \$20 million. It was requested that the design team provide (2) concepts to align the design with the SF Public Works budget. MarJang's design solution brought the project into budget alignment, saving \$20 million, and was selected by the San Francisco Fire Department and SF Public Works for execution.

Project Owner Reference:

Laura Tanigawa, Deputy Bureau Manager  
SF Public Works  
49 S. Van Ness Avenue  
San Francisco, CA 94103  
phone | (415)994-7293  
email | [laura.tanigawa@sfdpw.org](mailto:laura.tanigawa@sfdpw.org)

Team Members:

MarJang Architecture, Design Architect, LBE Joint Venture Partner



# EXAMPLE PROJECT 5



SFFD Ambulance Deployment Facility, San Francisco, California | Additional Images

# PROJECT EXPERIENCE



## SFO FIREHOUSE NO. 3

San Francisco International Airport, CA | Construction Start 2015 & Completion 2017  
\$32 million & 20,000 sf

MarJang was a joint venture partner of Shah Kawasaki Architects and was responsible for the design of the firehouse interiors and secure checkpoint on the 3-acre site. MarJang's initial site analysis led to the exchange of locations between the firehouse and the secure checkpoint to eliminate crossing traffic patterns between the two facilities.

Firehouse 3 is a two-story, 5-bay fire station and the San Francisco Fire Department's Airport Division Headquarters. Administrative areas included a main lobby, watch room, offices, break room, conference areas, training room, and the living quarters of the facility. MarJang led the project management, programming, and Stakeholder Engagement Process (SEP) from the project kick-off to the move plan and commissioning activities during construction. Design responsibilities included interior design, site planning, and documentation. The project is LEED Gold certified.

Project Owner Reference:                      Derrick Homer, Project Manager  
SFO Design & Construction  
674 N. McDonnell Road  
phone | (650)678-3714  
email | derrick.homer@flysfo.com

Awards & Publications:                      IPI Partnered Project of the Year Award 2018

Team Members:                                  MarJang Architecture, LBE Joint Venture Partner



# EXAMPLE PROJECT 6



SFO Firehouse No. 3 | San Francisco International Airport



# SCOPE OF WORK & FEE PROPOSAL



Tiburon Fire Station 10 Concept Design Studies

# SCOPE OF WORK

## PROFESSIONAL SERVICES

Our team will provide Architectural and Engineering services required to complete all design and deliverables in the Architect's scope, including all Architectural, Structural, Civil, Geotechnical, Landscape Architecture, Mechanical, Plumbing, Electrical, Low Voltage, Communication, Security, Access Control, Ring Down System, Emergency Back Up Power, Diesel Fuel System, Surveying, Cost Estimating, including pre-design outreach and design progress presentations, and other such design consultants required, or which can be reasonably inferred to be required. The project team services are as follows:

MarJang Architecture	Architect of Record
Shannon & Wilson	Geotechnical Engineer including Environmental Phase 1 & 2 Reports
BKF Engineers	Civil & Survey Engineer
FTF Engineering	Structural Engineer
Taylor Engineers	Mechanical, Plumbing & Fire Protection Engineer
The Engineering Enterprise	Electrical, Low Voltage and Security Engineer
Groundworks Office Inc.	Landscape Architect
Fuel Oil Systems	Fueling Engineer

The team expects to deliver Bridging Documents for two fire stations that are approximately 7,500 sf and 8,000 sf respectively, within eight (8) months from the contract start date. Diagrams and planning for (2) temporary fire station will also be included in parallel.

## PHASE 1 | PROGRAMMING & EARLY WORK - 2 MONTHS

This initial phase of work will include meeting with the City of Newark and Alameda County Fire Department (ACFD) to review preliminary programs for the two single-story, single-company fire stations. We intend to organize workshops to hear the City of Newark and ACFD's goals and objectives and to review the Owner's Project Criteria (OPC) for each station. We typically provide questionnaires for sharing with fire department personnel, review existing program plans and documentation, organize gathered information and data into design narratives for each discipline, and produce a Basis of Design (BOD) report. The design team's BOD will present the proposed options for meeting the outlined criteria. The BOD will serve as a guide during the design process and will be approved by the City of Newark before the start of conceptual design.

During this phase, it is also recommended to begin Site Assessments, Environmental Phase 1 soils investigations, Soils Reports, and Site Boundary and Topography work to document the site conditions, including utilities and other known site elements.

The design team shall also work with City of Newark to establish a Community Engagement Plan Strategy, and meet with Agencies of Jurisdiction for Planning and Building approvals and utility planning requirements. The specific project requirements for each station and the procedures for preliminary reviews should be established at the onset to set the project schedule.

Project management will rely on weekly meetings with the City of Newark and key stakeholders including ACFD to guide decision-making and keep all disciplines informed. We typically select a day to hold a 1 to 2-hour time slot for meeting regularly each week, and this will continue from the programming phase through the presentation of the final bridging documents. Deliverables for this phase will include:

- Community Engagement Schedule
- Basis of Design Report with Building Program; Service Utility Diagrams; Access Studies and Engineering Criteria
- Geotechnical Engineering Investigations Scheduled
- Civil Engineering Boundary and Topographical Survey Scheduled
- Outreach to City Planning, Building and other City departments as needed and Alameda County Fire Department for Fire Permit

## PHASE 2 | CONCEPTUAL DESIGN - 2 MONTHS

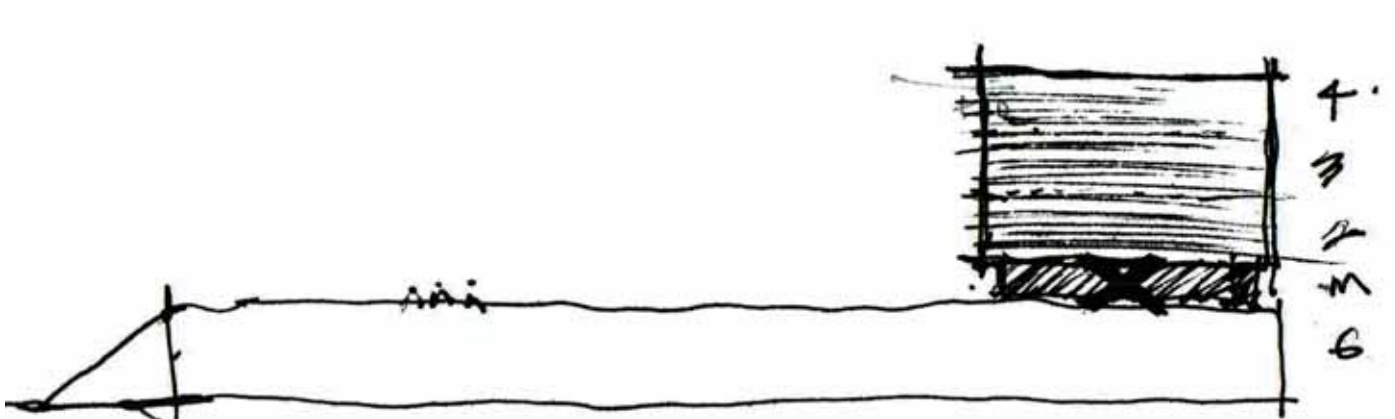
This phase will utilize the information acquired and produced in the Basis of Design Report, focus on the initial design concepts for each of the two fire station sites, and provide initial building siting, massing studies, and floor plans that consider component adjacencies and relationships among vehicular, pedestrian, and general-use requirements. We will continue our workshop meetings and utilize the time to review and make decisions about the areas of focus, which will include:

- Site plans illustrating vehicular movement options on each site and building siting alternatives
- Building floor plan iterations for each station
- Massing & structural concepts renderings
- Mechanical and Electrical Systems Single Line Diagrams including Load Requirements
- Review of neighborhood character, materials palettes and presentations for each station's look and feel
- Continue outreach to City, City Planning, Building and other City departments as needed and Alameda County Fire Department for Fire Permit and other jurisdictional agencies as needed

Deliverables for this phase will include:

- Design Presentations for Planning & Community Engagement (plans, renderings, & material palettes)
- Strategies and Temporary Station Information
- Finalize Soils Report and Investigations
- Finalize Civil Engineering Boundary and Topographical Survey

This phase is complete when study options are finalized into a single Conceptual Design for each station and the temporary station. Documents will be provided to the City of Newark and ACFD for review and approval for two weeks. We would expect all consultants to participate in this phase. Integration of the City of Newark and ACFD comments can be concurrent with the start of the following phase.



SFFD Ambulance Deployment Facility Concept Sketch

# SCOPE OF WORK

## PHASE 3 | SCHEMATIC DESIGN - 5 MONTHS

Once the client review period for the project concepts has occurred and a single concept is selected for each station, production of the Schematic Design Bridging Documents for project will occur. This phase will include finalization of materials, production of specifications, design narratives and documentation of the design intent for the Design-Build team that will be selected at a later time for each station. Project deliverables include:

- Workshop Meetings
- Development and Coordination of the Schematic Design Bridging Documents
  - Architectural Plans, Elevations, Interior Elevations & Details
  - Civil Grading, Drainage & Underground Utilities
  - Structural Drawings
  - Mechanical Plans & Details
  - Electrical & Lighting Plans & Details
  - Plumbing and Fire Protection Plans & Details
  - Low Voltage, Security & Special Systems Plans
  - Furniture, Fixtures & Equipment Plans and Selections
- Coordinated Outline or Performance Specifications and Design Narratives
- Identification of Alternates for Consideration

This phase will include a 50% progress printing for submission to the City of Newark and ACFD for review and a final review when the design phase is complete. All City of Newark and ACFD comments will be addressed and integrated into each bridging documentation set.

## COMPENSATION

The compensation table on the opposite page includes the fee breakdown by phase for each discipline/firm and includes (2) fire stations and the temporary station. The design team assumes that the projects will be developed concurrently during each phase and that the same project team will be working on these stations and their related bridging documentation development.

Meetings will also be combined to include agendas that discuss all three projects for efficiency. Fees included are based solely on descriptions provided and basic square footages, and should be updated once specific addresses are provided and additional information about the needs of each site are developed.

# FEE PROPOSAL

CITY OF NEWARK FS 27 & 29 BRIDGING DOCUMENTS	FIRE STATION A (7500 SF)	FIRE STATION B (8000 SF)	(2) TEMPORARY FIRE STATIONS	CONSULTANT SUBTOTAL
<b>PHASE 1: PROGRAMMING &amp; EARLY WORK - 2 MONTHS</b>				
MARJANG ARCHITECTURE	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 42,000.00
SHANNON & WILSON	\$ 96,500.00	\$ 96,500.00	\$ -	\$ 193,000.00
BKF ENGINEERS	\$ 13,450.00	\$ 13,450.00	\$ 9,200.00	\$ 36,100.00
FTF ENGINEERING	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 4,000.00
TAYLOR ENGINEERS	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 8,000.00
THE ENGINEERING ENTERPRISE	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 9,500.00
GROUNDWORKS OFFICE INC	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 5,000.00
FUEL OIL SYSTEMS	\$ -	\$ -	\$ -	\$ -
CSI MILROSE SPECIFICATIONS	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL</b>	<b>\$ 135,950.00</b>	<b>\$ 135,950.00</b>	<b>\$ 25,700.00</b>	<b>\$ 297,600.00</b>
<b>PHASE 2: CONCEPTUAL DESIGN - 2 MONTHS</b>				
MARJANG ARCHITECTURE	\$ 28,000.00	\$ 28,000.00	\$ 14,000.00	\$ 70,000.00
SHANNON & WILSON	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 50,000.00
BKF ENGINEERS (BOUNDARY/TOPO)	\$ 24,750.00	\$ 24,750.00	\$ 15,000.00	\$ 64,500.00
FTF ENGINEERING	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 7,000.00
TAYLOR ENGINEERS	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 12,000.00
THE ENGINEERING ENTERPRISE	\$ 8,000.00	\$ 8,000.00	\$ 7,000.00	\$ 23,000.00
GROUNDWORKS OFFICE INC.	\$ 10,625.00	\$ 10,625.00	\$ -	\$ 21,250.00
FUEL OIL SYSTEMS	\$ -	\$ -	\$ -	\$ -
CSI MILROSE SPECIFICATIONS	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 2,000.00
<b>SUBTOTAL</b>	<b>\$ 103,875.00</b>	<b>\$ 103,875.00</b>	<b>\$ 42,000.00</b>	<b>\$ 249,750.00</b>
<b>PHASE 3: SCHEMATIC DESIGN BRIDGING DOCUMENTS - 5 MONTHS</b>				
MARJANG ARCHITECTURE	\$ 95,560.00	\$ 95,560.00	\$ 20,480.00	\$ 211,600.00
SHANNON & WILSON	\$ -	\$ -	\$ -	\$ -
BKF ENGINEERS (SD+Alta Survey)	\$ 28,000.00	\$ 28,000.00	\$ 16,000.00	\$ 72,000.00
FTF ENGINEERING	\$ 14,500.00	\$ 14,500.00	\$ 5,000.00	\$ 34,000.00
TAYLOR ENGINEERS	\$ 11,800.00	\$ 11,800.00	\$ 7,800.00	\$ 31,400.00
THE ENGINEERING ENTERPRISE	\$ 25,000.00	\$ 25,000.00	\$ 8,000.00	\$ 58,000.00
GROUNDWORKS OFFICE INC.	\$ 21,500.00	\$ 21,500.00	\$ -	\$ 43,000.00
FUEL OIL SYSTEMS	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 7,000.00
CSI MILROSE SPECIFICATIONS	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 12,000.00
<b>SUBTOTAL</b>	<b>\$ 205,860.00</b>	<b>\$ 205,860.00</b>	<b>\$ 57,280.00</b>	<b>\$ 469,000.00</b>
<b>PHASE 4: AS NEEDED SUPPORT DURING DESIGN BUILD RFP PHASE</b>				
AS NEEDED SUPPORT DURING DESIGN BUILD RFP PHASE	\$ 14,000.00	\$ 14,000.00	\$ 5,000.00	\$ 33,000.00
<b>SUBTOTAL</b>	<b>\$ 14,000.00</b>	<b>\$ 14,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 33,000.00</b>
<b>TOTAL PROJECT DESIGN COSTS</b>	<b>\$ 459,685.00</b>	<b>\$ 459,685.00</b>	<b>\$ 129,980.00</b>	<b>\$ 1,049,350.00</b>
<b>OPTIONAL SERVICES:</b>				
AS NEEDED SUPPORT DURING DESIGN BUILD RFP PHASE	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 35,000.00
GEOTECHNICAL ENGINEERING CONTINGENCY	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 20,000.00
<b>SUBTOTAL</b>	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 55,000.00</b>

THANK YOU FOR YOUR CONSIDERATION

MARJANG



## Panorama Information, Qualifications, and Experience

### About Panorama

Panorama Environmental, Inc. (Panorama) offers public agencies and private entities expertise in multidisciplinary environmental planning and compliance. Our headquarters is located at 717 Market Street, Suite 400, San Francisco, CA 94103, and our staff—located throughout the San Francisco Bay Area and Central Coast—bring a strong understanding of community issues, environmental resources, and policies relevant to the City of Newark. Panorama is a certified a women-owned business enterprise (WBE), and a minority business enterprise (MBE), and a small business enterprise (SBE) certified by the California Department of General Services. We have 52 in-house staff, including project managers, planners, geographic information system specialists, biologists, archaeologists, and other technical experts. Our core capabilities center on California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance, environmental permitting, and technical studies.

Panorama adheres to four key principles in all that we do:

1. Produce the highest quality work products
2. Focus on projects that enhance the community and the environment
3. Employ the most responsive, smart, creative, and enthusiastic individuals
4. Build valued, long-lasting relationships with our clients

Our team has a proven record of providing responsive, efficient, and cost-effective environmental consulting services, demonstrated by our long-standing client relationships and the fact that more than 90 percent of our work is completed under on-call or repeat client contracts. We take pride in delivering clear, defensible documents and practical solutions that meet our clients' needs and support effective decision-making.

### Qualifications

Panorama's primary business is leading the preparation of CEQA and NEPA documents and assisting clients with environmental analysis, permitting, and decision-making. All Panorama staff have extensive experience with CEQA requirements, procedures, and implementation, and our team is structured to deliver high-quality environmental review.

Panorama has a depth of CEQA expertise, including the preparation of technical documentation; independent peer review; and development of Negative Declarations (NDs), Initial Studies (ISs), Mitigated Negative Declarations (MNDs), Environmental Impact Reports (EIRs), Program Environmental Impact Reports (Program EIRs), and supporting studies. Our team maintains up-to-date knowledge of CEQA case law, statutory changes, and emerging practice standards, and we bring recent experience preparing CEQA documents for cities, counties, and special districts with environmental conditions comparable to City of Newark.

Panorama's key area of expertise is CEQA compliance and all associated tasks, including data collection, technical analysis, writing and editing, GIS analysis, and preparation of maps and graphics. Our team has prepared CEQA documents addressing the full spectrum of Appendix G environmental issue areas—biological, physical, cultural, social, utilities, public services, and planning topics—and has evaluated every required CEQA issue area through hundreds of documents for diverse project types.

We have built our reputation on early issue identification, consistent communication, practical problem solving, and responsiveness to client needs. Our project managers have a strong understanding of environmental regulations and the ability to translate technical information for stakeholders, the public, and decision-makers. Panorama has successfully delivered CEQA documents for cities, counties, and special districts in rural, suburban, and urban settings.

## Experience

Panorama's relevant experience is demonstrated through the CEQA documents we have prepared for other fire stations in the Bay Area including City of San Francisco and Alameda County fire stations. The approach to a combined IS/MND included in this proposal matches Panorama's approach to preparation of combined IS/MND for Alameda County Fire Stations 7 and 25 replacements.

## Scope of Services

### Task 1 Project Initiation and Management

This task includes the following:

- Coordination with Mack5 to refine the scope of work, schedule, communication protocols, and project definition to initiate the project. Panorama will then submit a revised scope of work and draft schedule for Mack5 approval.
- Kickoff meeting
- Biweekly conference calls
- Board meetings and/or community meetings

- Budget and schedule management

### **Task 1 Assumptions**

- Kickoff meeting will be in-person and includes up to two hours of participation for two staff members
- Biweekly conference calls (30 mins each) for 8 months
- Attendance at 3 board meetings and/or community meetings for two Panorama staff members, as needed

### **Task 2 Project Description**

Panorama will submit data requests in the form of Requests for Information (RFIs) to obtain all necessary data to prepare the Project Description (PD). A draft of the PD will be submitted to Mack5 for review.

### **Task 2 Assumptions**

- A one-day site visit to visit both fire stations is included under this task
- This task includes one iteration of the PD and the development of up to two RFIs
- The revised draft PD will be incorporated into the Administrative Draft IS/MND
- This task assumes no substantial changes to the PD after the second iteration is prepared. If there are substantial changes to the project scope, site, or work areas, additional budget may be required to update the PD

### **Task 3 Technical Reports**

Baseline Environmental Consulting (Baseline) and Archaeological/Historical Consultants (AHC) will assist Panorama in the preparation of technical studies for the project to support environmental review of the project under CEQA.

#### **Task 3.1 Air Quality and Greenhouse Gas Emissions Technical Report**

Baseline will evaluate the potential project impacts related to air quality and greenhouse gas (GHG) emissions in a technical memorandum. Potential air quality and GHG impacts will be assessed in accordance with the Bay Area Air District's CEQA Air Quality Guidelines. If project construction lasts for more than two months, an air quality health risk assessment will be prepared to evaluate the health risks at existing nearby sensitive receptors.

#### **Task 3.2 Noise Analysis Technical Report**

Baseline will evaluate potential impacts related to noise and vibration in a technical memorandum. Potential noise and vibration impacts during project construction and operation will be evaluated to determine compliance with applicable thresholds.

#### **Task 3.3 Archaeological and Historic Resource Evaluation Report**

For both fire stations, AHC will conduct a record search for previous studies and recorded cultural resources at the Northwest Information Center; a Sacred Lands File search at the California Native American Heritage Commission; review of historic ecological data, topographic and geological maps, and other reference material; analysis of the sensitivity of the

project area for archaeological resources; and a field survey field survey by a qualified archaeologist. For Fire Station 29, a qualified architectural historian will complete a field recording, prepare a historic context, and evaluate the building under the criteria of the California Register of Historical Resources. This scope assumes that Fire Station 29 will be determined not to be a historic resource.

### **Task 3 Assumptions**

- The budget for the air quality and GHG technical report assumes an HRA will be needed for both stations
- Additional budget may be required for the air quality and GHG technical report and/or noise analysis technical report if there are any unique challenges associated with the project that require additional analysis and/or modeling
- The applicant will provide information on the existing conditions, construction schedule, off-road construction equipment activity, construction vehicle trips, and operational vehicle trips.
- There will be up to one round of review from Mack5/City of Newark and one virtual meeting or phone call for each technical report to discuss the results of each
- One air quality and GHG technical report will be prepared for both fire stations
- One noise analysis technical report will be prepared for both fire stations
- One archeological and historic resource evaluation report will be prepared for both stations
- The existing noise levels in the project area will be discussed based on the noise contour maps in the City's General Plan.
- Native American consultation is not included in this scope of work for the Archaeological and Historic Resource Evaluation Report
- DPR 523 forms will be prepared for Fire Station 29 and any other resources identified during the study.

### **Task 4 Combined Draft IS/MND for Fire Station No. 27 and Fire Station No. 29**

This task assumes a combined IS/MND for Fire Station No. 27 and Fire Station No. 29.

Panorama will prepare the following documents under this task:

- Administrative Draft IS/MND
- Revised Administrative Draft IS/MND
- Screencheck IS/MND
- Public Review IS/MND
- Notices for Public Review Draft IS/MND (Notice of Completion, Notice of Intent, OPR Summary Form, Site Posting, and Postcard for Public Notification)
- Mitigation, Monitoring, and Reporting Program (MMRP)
- Response to Comments and Admin Final IS/MND
- Final IS/MND
- Notice of Determination

#### **Task 4 Assumptions**

- This task includes development of up to two RFIs for the CEQA analysis for Fire Stations 27 and 29.
- This scope assumes that up to 15 individual comments are received on the IS/MND and there are no appeals
- Panorama will provide the final distribution list to City of Newark for their records.
- Task assumes two rounds of MMRP revisions, one round of review by Mack5/City of Newark on the draft MMRP and one round of review associated with public comments on the Public Draft IS/MND
- Panorama assumes that only electronic copies of the IS/MND will be needed. Hard copies can be printed upon request at cost
- Scope assumes one round of review for notices
- Panorama will coordinate with Mack5 and the City of Newark to prepare an NOI distribution list
- Scope assumes that the City of Newark will mail the NOI to the distribution list, file notices at the County Clerk and State Clearinghouse, and complete the site posting at the Fire Station sites
- This task assumes that the City of Newark, as the lead agency under CEQA, will conduct AB 52 noticing to Native American tribes and will conduct AB 52 consultation should any tribe request consultation. If the City of Newark requests assistance with AB 52 Native American consultation efforts, the cultural resources subconsultant can provide this support under the contingency task (Task 5) described below. Panorama assumes that non-confidential details of AB 52 consultation regarding the project and any identified tribal cultural resources (TCRs) will be shared by the City of Newark for inclusion in the applicable IS/MND sections.

#### **Optional Task 5. Contingency**

Panorama has included a contingency task, which includes up to \$20,000 of additional services. No work under this contingency task will be undertaken without advance discussion and approval by Mack5 and the City of Newark.

# Budget

The budget for this scope of work is **\$144,935**, which includes Optional Task 5: Contingency.

Task	Budget
Task 1: Project Initiation and Management	\$19,320
Task 2: Project Description	\$12,310
Task 3: Technical Reports	\$40,960
Task 4: Combined Draft IS/MND	\$52,345
Task 5: Contingency	\$20,000
<b>Total</b>	<b>\$144,935</b>

# Key Staff Resumes

# Hourly Rates and Charges

# Key Staff Resumes



## TANIA TREIS, PRINCIPAL

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### Overview of Experience and Expertise



Tania brings a broad knowledge of CEQA, NEPA, and the regulatory process to the projects and programs that she leads. She has managed the preparation of hundreds environmental studies including permitting due diligence, environmental programs, plans of development and operation, ISs, EIRs, EAs, and EISs during her over 20 years of industry experience.

Tania excels at the definition of projects for the permitting process and proactive engagement with team members, including project engineers. Her approach is framed by a keen awareness of project implementation and mitigation feasibility. Her technical understanding spans disciplines including biology, geology,

hydrology, and cultural resources. She has built and managed extensive project teams composed of in-house and subcontracted specialists. She has worked on the preparation of all sections of CEQA documents, and has performed quality control and technical editing of client deliverables. She also has managed the permitting process and led public outreach programs on contentious projects.

Tania's program and project management experience includes establishing team collaboration environments across multiple companies; managing task orders, schedules, budgets, and administrative records; and serving as the liaison between the client, the technical team, and the agencies. Tania is currently the majority owner and President of Panorama where she oversees all aspects of company operations including technical services, business development, financial, administrative, and information technology.

#### EDUCATION

- M.S., Geology, San Jose State University
- M.A., Biology, University of Pennsylvania
- B.A., Mathematical Biology, University of Pennsylvania

#### AWARDS

- RMT Overall Service Excellence Award 2007

#### SPECIALIZED TRAINING

- Wetland Delineation Training Program. 38-Hour, fulfilling U.S. Army Corps of Engineers Wetland Delineation Training Requirements
- Geographic Information Systems Analyst Certificate Program, Foothill College

#### AFFILIATIONS

- Geothermal Energy Association
- California Geothermal Energy Collaborative

### Key Projects

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**Client:** Marin Wildfire Prevention Authority

**Project:** On-Call Contract (Marin County, CA)

**Role:** Contract Manager

## TANIA TREIS

Tania is the contract manager for Panorama's work for the Marin Wildfire Prevention Authority. Tania oversees Panorama's work developing and providing the environmental review, community outreach, and implementation of numerous fire mitigation projects across Marin County. Panorama's team is coordinating and permitting over 25 projects for the first year's work plan, including preparation of Cat Ex's, Project Specific Analyses under the Vegetation Treatment Program EIR, and an Environmental Manual.

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**Client:** City and County of San Francisco Public Works

**Project:** Animal Care and Control Facility Renovation and Relocation (San Francisco County, CA)

**Role:** Project Manager

Tania managed the CEQA process in assistance to San Francisco Public Works to obtain a Community Plan Exemption (CPE) for the project. She oversaw the preparation of several supplemental studies including an HRE, part 2; a Circulation Memorandum; Noise Measures; Dust Control Plans and Exhaust Measures; Greenhouse Gas Checklist; Asbestos Review; and a Phase I ESA.

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**Client:** City and County of San Francisco Public Works

**Project:** San Francisco Fire Department Emergency Medical Services Building and Parking Structure (San Francisco County, CA)

**Role:** Project Manager

Tania managed the CEQA process in assistance to San Francisco Public Works to obtain a Class 32 Infill Exemption for the project. She prepared the Project Description Narrative and graphics and oversaw the preparation of several supplemental studies including an HRE; a Circulation Memorandum; a Noise Study; a Greenhouse Gas Checklist; Asbestos Review; and a Phase I ESA.

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**Client:** Town of Woodside

**Project:** Fire Station 19 (San Mateo County, CA)

**Role:** Environmental Scientist

The project involved construction of a new fire station that replaced the existing fire station at California Way. The new fire station combined living quarters for up to four employees and apparatus storage space. Issues addressed included historic resources, biological resources, noise, and dust. Tania prepared a CEQA IS/MND and associated notices.

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**Client:** San Francisco Public Works

**Project:** Fire Hose Towers (San Francisco, CA)

**Role:** Project Director

SFPW is proposing to remove fire hose towers from six existing San Francisco Fire Department stations to bring the fire stations up to seismic code. Tania served as the Project Director providing quality review and oversight for the design and fabrication of six interpretive signs for installation at each of the fire houses that highlight the function and design of the towers.

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**Client:** City of Sunnyvale (through SmithGroupJJR)

**Project:** City of Sunnyvale Civic Center Modernization Master Plan EIR (Sunnyvale, CA)

**Role:** Project Director

Tania served as the Project Director for preparation of the Program EIR for the Sunnyvale Civic Center Modernization Master Plan. The project involves construction of a modern and expanded City of Sunnyvale Civic Center over several phases. Tania provided guidance on the scope of impact analysis and reviewed all deliverables for the project. She also led the public scoping meeting.



## WHITNEY BROEKING, SENIOR PROJECT MANAGER

### Overview of Experience and Expertise



Whitney is a senior project manager with 15 years of experience, providing management, research, technical, permitting, coordination, and writing support services for energy utility, urban development, and water infrastructure projects. Whitney is responsible for managing the preparation of environmental documents for projects subject to compliance with CEQA and NEPA, including Environmental Impact Reports, Mitigated Negative Declarations, and Environmental Assessments and is experienced in managing multidisciplinary technical studies and teams. Whitney is experienced in supporting clientele with the procurement of regulatory permits and authorizations from the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), and Federal Aviation Administration (FAA).

#### EDUCATION

B.A. Global Studies, University of California Santa Barbara

### Key Projects

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**Client:** Alameda County Fire Department  
**Project:** Alameda County Fire Stations Project (Alameda County, CA)  
**Role:** Project Manager

Whitney was the Project Manager for the preparation of two IS/MNDs for the construction of three new fire stations in Alameda County. The fire stations would replace outdated fire stations in unincorporated areas of the county. Whitney also managed the preparation of an air quality and greenhouse gas technical report, a noise technical report, and cultural resources reports to support the IS/MNDs.

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**Client:** San Francisco University High School  
**Project:** 3150 California Street (San Francisco, CA)  
**Role:** Project Manager

Whitney was the Project Manager for the preparation of a Mitigated Negative Declaration (MND) for the demolition of an existing building and parking lot and construction of a 48,000-

## WHITNEY BROEKING

square-foot, three-story-plus-basement academic building. The project sponsor has voluntarily enrolled in the Maher program and a phase I environmental site assessment has been prepared for the project.

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**Client:** San Francisco Public Utilities Commission (SFPUC)

**Project:** 2000 Marin Street (San Francisco, CA)

**Role:** Project Manager

Whitney was the Project Manager for the preparation of a MND for the construction of a new SFPUC City Distribution Division Headquarters at 2000 Marin Street in San Francisco. Whitney also managed the preparation of a Nosie Technical Study and Air Quality Technical Report to support the MND.

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**Client:** Recology San Francisco

**Project:** 501 Tunnel Avenue (Recology Modernization Project) (San Francisco and Brisbane, CA)

**Role:** Deputy Project Manager

Whitney was the Deputy Project Manager for the preparation of an IS/MND for the modernization of Recology's San Francisco Campus at 501 Tunnel Avenue. The proposed project would consolidate and modernize Recology's operations at the existing facility by moving operations from its 250 Executive Park Boulevard and 900 7th Street sites in San Francisco to Tunnel Avenue in order to maximize efficiency and support the City of San Francisco's Zero Waste efforts.

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**Client:** SAK Design and Build

**Project:** 159 Fell Street (San Francisco, CA)

**Role:** Project Manager

Whitney was the Project Manager for the preparation of a Major Project Application and Community Plan Evaluation for the demolition of a historic building and construction of a 7-story mixed-use building in San Francisco. Whitney also managed the preparation of various technical reports to support the Major Project Application, including a Wind Tunnel Study, Phase I ESA, Site Mitigation Plan, Soil Management Plan, and Historic Mitigation Feasibility Analysis.

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**Client:** San Francisco Public Works

**Project:** Fire Station #5 at 1301 Turk Street (San Francisco, CA)

**Role:** Project Manager

Whitney managed the preparation of HABS-level Documentation Booklet for the recently demolished fire station, which was deemed a historic structure, and creation of a publicly accessible interpretive display at the newly built fire station. This project involves coordination with the historic subconsultant, San Francisco Public Works and Planning.

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**Client:** San Francisco Public Works

**Project:** Fire Station #35 (San Francisco, CA)

**Role:** Project Manager

Whitney managed the design, fabrication, and installation of two interpretive signs at the existing historic Fire Station No. 35 that describe the history of the Pier 22 ½ site, related to the

## WHITNEY BROEKING

historic Fire Station No. 35, and the role of the fireboats in water-based emergency response. The project involves coordination with San Francisco Public Works, the Port of San Francisco, and the San Francisco Fire Department.

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**Client:** San Francisco Public Works  
**Project:** Fire Hose Towers (San Francisco, CA)  
**Role:** Project Manager

SFPW is proposing to remove fire hose towers from six existing San Francisco Fire Department stations to bring the fire stations up to seismic code. Whitney managed the design and fabrication of six interpretive signs for installation at each of the fire houses that will highlight the function and design of the towers and will include site-specific information about the fire house. Whitney also managed the preparation of a documentation booklet that includes information on the 1952 Firehouse Bond Act Historic District, narratives for each fire station, and photos.

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**Client:** San Francisco Public Utilities Commission (SFPUC)  
**Project:** Sunol Valley Water Treatment Plant Ozonation Facility and Other Site Improvements Project (Alameda County, CA)  
**Role:** Project Manager

Whitney acted as SFPUC staff as the environmental project manager for the preparation of an addendum to an EIR for the Sunol Valley Water Treatment Plant Ozonation and Other Site Improvements Project. Whitney is also managing and preparing the environmental application for the State Water Board Clean Water State Revolving Fund Program.



## KATE THOMPSON, ENVIRONMENTAL PLANNER / CEQA/NEPA DEPUTY PROJECT MANAGER

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### Overview of Experience and Expertise



Kate Thompson has four years of experience in environmental planning and project coordination. She has strong expertise in preparing environmental analyses in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). She has supported numerous municipal and private clients across the West Coast and contributed to a wide range of environmental documents, including Environmental Impact Reports and Statements, Initial Studies and Mitigated Negative Declarations, Categorical Exemptions, and addenda. Kate has served as a Project Coordinator and Deputy Project Manager on multiple projects. In these roles, she has coordinated closely with project managers, technical teams, and clients to ensure deliverables are completed on time and within budget. Her responsibilities have included performing QA/QC reviews to maintain high-quality work products, engaging with the public and addressing comments, and managing consistency reviews to ensure accuracy and alignment throughout environmental documents.

#### EDUCATION

- B.S., Managerial Economics – Environmental Resource Economics, University of California, Davis, 2021

#### SPECIALIZED TRAINING

- CEQA Workshop, Association of Environmental Professionals, 2021, 2022,
- NEPA Workshop, Association of Environmental Professionals, 2021

### Key Projects

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**Client:** California Public Utilities Commission – LS Power Grid California LLC

**Project:** Collinsville 500/230 kilovolt Substation Project

**Role:** Environmental Planner/Deputy Project Manager

Kate acts as the Deputy Project Manager for this project. Kate performs coordination tasks for this project, in addition to assisting the project manager and project director with the pre-filing review process and drafting various environmental analyses as part of the EIR. Kate also assists in coordination efforts between the applicant and client, and helps coordinate agency meetings and review. The Project includes a new 500/230 kV substation, 500 kV interconnection lines, and 230 kV lines that have overhead, underground, and submarine components. The Project was approved by the California Independent System Operator Corporation (CAISO) to address multiple overloads on the 230 kV corridor between Contra Costa and Newark.

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## KATE THOMPSON

**Client:** EBMUD  
**Project:** Miller Road Trench Soil Management Project  
**Role:** Deputy Project Manager/Environmental Planner

Kate acts Deputy Project Manager for this project, and has responsibilities that include tracking schedule, directing subconsultants and the internal team, and reviewing sections for consistency. Kate is also responsible for preparing various ISMND sections, including energy, aesthetics, cultural resources, land use and planning, tribal cultural resources, and hydrology and water quality. EBMUD's Miller Road Trench Soil Management Project involves the continued operation of the Miller Road stockpile site, including import, temporary storage, and periodic removal of trench soil. The Project also includes continued operation of the rock and sand stockpiles.

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**Client:** Santa Clara Valley Water District  
**Project:** Guadalupe River Bank Stabilization Project  
**Role:** Environmental Planner/Deputy Project Manager

Kate acts as Deputy Project Manager for this project. Kate performs coordination tasks for this project in addition to coordinating with subconsultants and drafting the multiple sections of the ISMND. The purpose of the Project is to address ongoing erosion of the concrete lined embankment and footing as well as the failed gabion baskets. The ongoing erosion threatens the structural integrity of the embankment. The Project includes repairs to address the existing broken concrete lined embankment and failed gabion baskets as well as removal of vegetation and trees that are exacerbating erosion.

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**Client:** Zander Westbrook Design  
**Project:** Fortini Trail Project (Santa Clara County, CA)  
**Role:** Environmental Planner

Kate prepared the air quality, energy, geology and soils, greenhouse gases, hydrology and water quality, and noise analysis for this IS/MND. The project involves constructing a new recreational multi-use trail connection between two County parks for use by hikers, bikers, and equestrians in unincorporated Santa Clara County.

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**Client:** Midpeninsula Regional Open Space District (Midpen)  
**Project:** Integrated Pest Management Program 10-Year Update  
**Role:** Environmental Planner

Kate serves as the Deputy Project Manager for this effort. She is leading development of the updated 10-year Guidance Manual, which governs integrated pest management across Midpen-owned lands. In collaboration with the Project Manager, she prepared the project description and works closely with the client to identify data needs and provide regular updates on document progress. Kate is also coordinating preparation of the draft CEQA addendum that will accompany the revised Guidance Manual. The original IPMP Guidance Manual was adopted by the Board of Directors in 2014, with the intention to revise and update the Program every 10 years. The updated 2025 Program incorporates new pesticide formulations, acreage changes to Midpen lands, provides changes to and incorporates new treatment actions, includes minor changes to address the current regulatory and physical environmental conditions, and

## KATE THOMPSON

incorporates adaptive management recommendations and improvements from lessons learned over the last decade of implementation.

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**Client:** San Francisco Public Utilities Commission  
**Project:** Westside Basin Groundwater Monitoring Services  
**Role:** Project Manager

Kate acts as the Project Manager for this Project and serves as the intermediary between SFPUC, Baseline and BioMaAs to coordinate services. Panorama, in coordination with subconsultants Baseline and BioMaAS, provides groundwater data collection and management and annual groundwater monitoring reporting for SFPUC's Westside Basin.

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**Client:** San Francisco Public Utilities Commission  
**Project:** In-House Staff Support  
**Role:** Environmental Planner

Kate prepares environmental compliance documents for operation and maintenance projects under this contract. Panorama provides as-needed in-house staff support to the SFPUC's Environmental Management Group (EMG), including the preparation of CEQA categorical and statutory exemption documentation for capital and operations and maintenance projects requiring environmental clearances on behalf of EMG. The program includes direct coordination with SFPUC project managers and/or the engineering and design teams, as well as preparation of preliminary environmental assessments to confirm projects qualify for a categorical or statutory exemption under CEQA and preparation of appropriate exemption documentation. Additional work includes preparation of environmental compliance documentation and coordination with EMG's compliance team. This task order also includes management of EMG's intake mailbox/ETL system to route environmental review requests and EMG's internal status tracking table, as well as the development and documentation of internal processes and procedures for new initiatives such as General Plan conformity and existing CEQA support to streamline the workflow process.

# Patrick Sutton, P.E.



## Principal Environmental Engineer



### Areas of Expertise

Air Quality, GHGs, Noise, Hazardous Materials, Geology, and Hydrology

### Education

M.S., Civil and Environmental Engineering, University of California – Davis

B.S., Environmental Science, Dickinson College

### Registration

Professional Engineer No. 13609 (RI)

### Years of Experience

20 Years

**Patrick Sutton** is an environmental engineer who specializes in the assessment of hazardous materials released into the environment. Mr. Sutton prepares technical reports in support of environmental review, such as Phase I/II Environmental Site Investigations, Air Quality Reports, and Health Risk Assessments. He has prepared numerous CEQA/NEPA evaluations for air quality, GHGs, noise, energy, geology, hazardous materials, and water quality related to residential, commercial, and industrial projects, as well as large infrastructure developments. His proficiency in a wide range of modeling software (AERMOD, CalEEMod, RCEM, CT-EMFAC) as well as relational databases, GIS, and graphics design allows him to thoroughly and efficiently assess and mitigate environmental concerns.

For mixed-use development projects, Mr. Sutton has prepared health risk assessments for sensitive receptors exposed to toxic air contaminants based on air dispersion modeling. For large transportation improvement projects, Mr. Sutton has prepared air quality and hazardous materials technical reports in accordance with Caltrans requirements. The air quality assessments include the evaluation of criteria air pollutants, mobile source air toxics, and GHG emissions to support environmental review of the project under CEQA/NEPA and to determine conformity with the State Implementation Plan. The hazardous materials investigations include sampling and statistically analysis of aerially-deposited lead adjacent to highway corridors. Mr. Sutton is also an active member of ASTM International and is the author of the Standard Practice for Low-Flow Purging and Sampling Used for Groundwater Monitoring.

## Project Experience

**Alameda CTC I-80/Ashby Avenue Interchange Improvements.** Prepared Phase I/II ESAs to evaluate contaminants of potential concern in soil and groundwater. Prepared Air Quality Report to determine the project's conformity to federal air quality regulations and support CEQA/NEPA environmental review.

**Oakland Downtown Specific Plan EIR.** Prepared a program- and project-level Air Quality and GHG Emissions analysis. Developed a mitigation measure with performance standards to ensure GHG emissions from future projects comply with the Citywide 2030 GHG reduction target.

**CCTA I-680 Express Lanes from SR 84 to Alcosta Boulevard Project.** Prepared Initial Site Assessment and Preliminary Site Investigation to evaluate contaminants of potential concern in soil and groundwater. Prepared Air Quality Report to determine the project's conformity to federal air quality regulations and to support environmental review of the project under CEQA and NEPA.

**Altamont Corridor Expressway (ACE/Forward) Project EIR/EIS.** Prepared a program- and project-level Hazardous Materials analysis for over 120 miles of railroad corridor from San Jose to Merced. Hazardous materials concerns, such as release sites, petroleum pipelines, agricultural pesticides, and nearby school sites were evaluated in GIS.

**BART Silicon Valley Extension Project.** Prepared Initial Site Assessment and Hazardous Materials EIS/EIR section for extending 6 miles of proposed BART service through the Cities of San Jose and Santa Clara.



DANIEL SHOUP, RPA, PhD  
Principal and Archaeologist



### Experience

2014-2026 Principal, Archaeological/Historical Consultants  
2010-2014 Postdoctoral Researcher, Dept of Management, University of Bologna  
1998-2000 Staff Archaeologist, URS

### Education

2008 *PhD Archaeology*, U Michigan  
2006 *Master of Urban Planning*, U Michigan  
1998 *BA Literature*, UC Santa Cruz

### About

Dr. Shoup has 25 years of experience in archaeology and cultural resources management, 15 of them in California. He holds a PhD in Archaeology and Masters of Urban Planning from the University of Michigan. Since 2013, he has been Principal of Archaeological/Historical Consultants, where he has scoped and managed over 300 CEQA and NEPA projects in the San Francisco Bay Area, including over 50 for review by Caltrans Local Assistance. He has produced archaeological survey reports, archaeological testing plans, and EIR sections, and managed large and complex teams on mitigation excavations. Dr. Shoup is the author of ten peer-reviewed academic publications on cultural heritage management.

### Registrations and Qualifications

Registered Professional Archaeologist  
SOIS Prehistoric Archaeology,  
Historic Archaeology, & History

### Professional Affiliations

Society for California Archaeology  
Society for American Archaeology  
Association of Environmental Planners  
Society of Architectural Historians

### Selected Cultural Resources Projects

- 2025 University Station Project, Santa Clara. Project manager for archaeological sensitivity assessment in support of a mixed-use project at University Station in Santa Clara. For David J Powers/City of Santa Clara.
- 2025 380 N First Street Project, San José. Directed archaeological monitoring for a redevelopment project in North San José. For David J Powers/City of San José.
- 2024 MLK Streetscape Project, Oakland RAISEL 5012 (190). Project manager for streetscape project including archaeological testing and historic architectural evaluations for review by Caltrans District 4 Office of Local Assistance. For Wood Rodgers/City of Oakland.
- 2024 Fire Station 23 Relocation Project, San José. Completed archaeological survey, sensitivity analysis, and historic architectural evaluation for new fire station construction. For David J Powers/City of San José.
- 2022 Race Street excavations, San José. Project director for data recovery excavations at historic-era homes removed for construction of affordable housing. For Santa Clara County Housing Authority
- 2021 Mitigation Excavations at CA-ALA-11, Alameda, Alameda County. Project director for major CEQA data recovery excavation at a prehistoric shell midden. Project recovered 180 burials, 250 prehistoric features from a site dating from 4000 BCE to 500AD. For Alameda Marina LLC/City of Alameda.
- 2020 Manila Avenue Bicycle Connector Project, Sunnyvale. Directed archaeological testing to refine boundaries of a Native American archaeological resource near the project area. For Google/City of Sunnyvale.

### Selected Academic Publications

- 2019 Zan, Luca and Daniel Shoup. "Professional Utopianism and Administrative Naiveté. Uncertainty and Archaeology in the Shipwrecks of Pisa." In *Oxford Handbook of Public Heritage Theory and Method* (New York: Oxford University Press).
- 2015 Co-Author, *Managing Cultural Heritage: An International Research Perspective* (New York: Ashgate). ISBN 1317101804.
- 2013 Shoup, Daniel David and Luca Zan. "Byzantine Planning: Site Management in Istanbul." *Conservation and Management of Archaeological Sites* 15(2) 169–194.

# Hourly Rates and Charges



## 2026 Standard Rates and Charges

### Hourly Personnel Charges

<b>Position</b>	<b>Rate</b>
Principal	\$285
Director	\$270
Senior Manager II	\$255
Senior Manager I	\$235
Senior Project Manager II	\$225
Senior Consultant/Senior Project Manager I	\$215
Project Manager/Sr. Planner II	\$205
Project Manager/Sr. Planner I	\$195
Geologist	\$195
Visual Resource Specialist	\$190
Air Quality/Noise Specialist	\$190
Senior Biologist	\$180
Biologist	\$160
Project Manager/Environmental Planner III	\$180
Project Manager/Environmental Scientist/Planner II	\$165
Environmental Scientist I/Planner I	\$150
Environmental Compliance Specialist	\$185
Environmental Analyst II	\$145
Environmental Analyst I	\$135
Sr. GIS Manager	\$200
Cartographer/GIS Manager	\$180
Cartographer/GIS Specialist	\$165
Cartographer /GIS Analyst	\$135
Contract Manager	\$165
Document Production	\$135
Technical Editor	\$130
Administrative Manager	\$120

## PANORAMA RATE SHEET

Page 2

### Other Charges

Mileage is charged at the IRS Standard Rates for the current year. Travel expenses are billed at cost. Outside services, equipment, and facilities not furnished directly by Panorama will be billed at cost plus 15% including, but not limited to:

Shipments and express delivery	Special fees, permits, insurance, etc.
Printing and photographic reproductions	Subcontractors
Rental of equipment	Supplies



**STANDARD SCHEDULE OF FEES**  
January 2026

**LABOR**

Principal Environmental Engineer .....	\$ 230.00/hour
Principal Hydrogeologist .....	\$ 230.00/hour
Senior Environmental Engineer .....	\$ 220.00/hour
Project Environmental Engineer .....	\$ 190.00/hour
Project Environmental Scientist .....	\$ 190.00/hour
Project Geologist .....	\$ 190.00/hour
Senior Staff Environmental Engineer .....	\$ 170.00/hour
Senior Staff Environmental Scientist .....	\$ 170.00/hour
Senior Staff Geologist .....	\$ 170.00/hour
Staff Environmental Engineer .....	\$ 160.00/hour
Staff Environmental Scientist .....	\$ 160.00/hour
Staff Geologist .....	\$ 160.00/hour
Project/Document Processing .....	\$ 135.00/hour

**DIRECT COSTS**

Mileage .....	IRS rate
Subcontractors .....	Cost + 15%

**MATERIALS AND EQUIPMENT**

Aerial Drone Usage & Image Processing .....	\$ 150.00/day
Bailer .....	\$ 15.00 each
Bladder Membrane .....	\$ 15.00/each
Bladder Pump and Controller (MP10) .....	\$ 125.00/day
EnCore Container .....	\$ 16.00 each
Field Vehicle .....	\$ 65.00/day
Groundwater Filters .....	\$ 20.00/each
Laser Leveler .....	\$ 50.00/day
Locking Well Plugs/Caps .....	\$ 40.00 each
Locks .....	\$ 20.00 each
Low Flow Sampling (bladder pump/multi-parameter meter/water level meter) .....	\$ 255.00/day
Multi-Parameter Meter .....	\$ 75.00/day
Peristaltic Pump .....	\$ 50.00/day
Photoionization Detector (PID) .....	\$ 110.00/day
Poly Tubing .....	\$ 0.75/foot
Purge Sampling (peristaltic pump/multi-parameter meter/water level meter) .....	\$ 180.00/day
Roto Hammer/Coring Machine .....	\$ 100.00/day
Soil Sample Sleeves (stainless steel) .....	\$ 7.50 each
Soil Sampling Tools (Hand Auger, Slide Hammer, breaker bar) .....	\$ 60.00/day
Sound Level Meter (Class 1) .....	\$ 150.00/day
Sound Level Meter (Class 1) with Overnight Kit .....	\$ 200.00/day
Traffic Control (signs, cones, barricades) .....	\$ 25.00/day
Vapor Probe Temporary Sub-Slab (vapor pin) .....	\$ 65.00/probe
Vapor Probe Permanent Sub-Slab (vapor pin and flush cover) .....	\$ 125.00/probe
Vapor Probe Temporary Soil (3-5 feet deep, includes filter, tubing, sand, bentonite) .....	\$ 100.00/probe
Vapor Probe Sub-Slab Installation Kit (roto hammer, drill bits, vapor pin tool, shop vac) .....	\$ 200.00/day
Water Level Meter/Interface Probe .....	\$ 30.00/day
Water Level Pressure Transducer .....	\$ 35.00/day

Note: Rates subject to change without notice.



## Archaeological/Historical Consultants 2026 Rate Sheet

<b>STAFF</b>	<b>RATE</b>
Principal (exempt)	\$192
Senior Professional (exempt)	\$138
Professional 3 (exempt)	\$125
Professional 2	\$110
Professional 1	\$95
Administration/Graphic Design	\$95
Osteologist	\$125

<b>SUBCONSULTANTS</b>	<b>RATE</b>
Architectural Historian	\$165.00

All direct costs are subject to a 10% administration fee. These direct costs include but are not limited to subconsultants, information center or archive fees, heavy equipment, traffic control services, materials, reproduction, postage, traffic control costs, and travel costs. Mileage is billed at the current IRS standard mileage rate. Lodging, meals, and incidentals are billed at the GSA per diem rates for the applicable location and month, plus local taxes and fees.

If special accounting, bookkeeping, insurance, or invoicing procedures are requested, the required service will be billed on a time and materials basis.

Fieldwork is charged at four-hour increments for non-exempt staff. Overtime will be charged at 1.5x/2.0x for all nonexempt employees in accordance with California law.

Archaeological/Historical Consultants has a minimum charge of 8 hours of labor per job. If work is halted after notice to proceed, the 8-hour minimum will be charged, or actual hours worked, whichever is greater.

Native American monitoring may be arranged through Archaeological/Historical Consultants by request. Labor and all other costs associated with Native American monitoring are subject to a 20% administration fee.

January 9, 2026

Manil Bajracharya  
Mack5  
1000 Broadway  
Suite 260  
Oakland, CA 94607

Re: City of Newark Fire Stations 27 & 29  
Professional Services Proposal

Dear Manil:

Thank you for the opportunity to provide you with our proposal for the referenced project. Your project is important to us and we have made an effort to address a detailed scope for commissioning services.

This proposal is based on our Standard Provisions of Agreement for Professional Services, which is attached and incorporated by this reference.

## **PROJECT DESCRIPTION**

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### **Project Owner**

City of Newark

### **Project Location**

Station 27: 39039 Cherry Street, Newark, CA 94560

Station 29: 35775 Ruschin Drive, Newark, CA 94560

### **Building/Project Description**

This proposal is for LEED Fundamental and Enhanced Commissioning services for City of Newark Fire Station #27 and 29.

## **SCHEDULE**

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- Based on a mutually agreeable schedule with project completion anticipating Q3 2029.

## **SCOPE OF WORK**

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### **Commissioning Services to Meet LEED® v4.1 EAp1 Fundamental, CalGreen, and Title 24**

1. Lead, review and oversee the completion of all commissioning process activities.
2. Prepare commissioning specifications to incorporate in the construction documents.
3. Perform a review of the Owners Project Requirements (OPR) and the engineers Basis of Design (BOD).
4. Conduct a design review kickoff meeting with A/E and Owner during the schematic design phase.
5. Perform a design review in accordance with the Title 24 commissioning requirements and complete the T24 Design Review Checklist documentation. Design review of the energy using systems and building envelope will be conducted at 50 and 90 percent CD submission. Comments will be provided to Owner and Architect.
6. Coordinate and lead commissioning meetings as part of the commissioning process.

7. Assist construction manager and contractors with interpreting and achieving intent of commissioning activities specified in the contract documents.
8. Develop a Commissioning Plan
9. Develop Pre-Functional Checklists
10. Develop Functional Performance Tests
11. Perform periodic site visits throughout the construction phase to review the Contractor's installation, pressure testing, flushing, startup, and testing of systems.
12. Perform Functional Performance testing of mechanical, electrical and plumbing systems with cooperation of the Contractor to verify systems perform in accordance with the design intent, Owners Project Requirements, and Basis of Design.
13. Verify training of operations and maintenance staff is performed in accordance with the contract documents.
14. Confirm factory testing and observe field testing of specified equipment.
15. Submit issues/resolution log to the design and construction team as issues are identified.
16. Prepare a final commissioning report that includes the OPR, BOD, Executive Summary, Cx Plan, startup reports, construction checklists, functional performance tests, submittals, design review log, and issues/resolutions log.
17. Develop a Current Facility Requirements and Operations Plan and Maintenance Plan that provides future operating staff information needed to understand and optimally operate the commissioned systems.

### **EAc3 Option 1, Path 1 – Enhanced Commissioning**

1. Review contractor submittals for commissioned systems.
2. Verify the requirements of the systems manual are included into the construction documents.
3. Verify operator and occupant training requirements are included into the construction documents.
4. Verify systems manual is updated and delivered by the Contractor.
5. Verify Owner training is conducted in accordance with the construction documents.
6. Verify seasonal testing is performed.
7. Perform a 10-month post-occupancy commissioning review of the MEP systems after substantial completion.
8. Develop an ongoing commissioning plan that includes best practices for the MEP systems.

### **Systems to be Commissioned**

building systems identified to be commissioned as part of this proposal include:

1. HVAC Equipment
2. HVAC Controls
3. Domestic Water Heaters
4. Domestic Recirculation Pumps
5. Domestic Booster Pumps
6. Sump Pumps
7. Daylighting Controls
8. Occupancy Sensors
9. Lighting Control Panels
10. Emergency Generator
11. Automatic Transfer Switches

12. Electrical Service and Distribution
13. Energy and Water Use Metering
14. Instrumentation & Control System

### **ASSUMPTIONS**

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This proposal assumes that the Commissioning Agent's (CxA's) responsibility during testing is limited to witnessing and documenting systems performance and associated coordination of such performance testing. It is the responsibility of the respective contractor(s), owner(s) and/or owner's representative, to operate and demonstrate proper operation of their systems and equipment, including associated test instrumentation, throughout the commissioning process. Specifically, all equipment, meters, devices, monitors, etc. necessary to perform the functional tests and commission the specified equipment will be provided by the respective contractors. Any electrical load banks for verifying heat rejection tests will be furnished and installed by others, in accordance with requirements of the Commissioning Plan.

No physical or operational changes of any sort, hardware, or software will be made to any system component or installation of systems or component once testing and verification has commenced on any equipment, unless specifically acknowledged and directed by the CxA. Costs for delays associated with changes to systems being tested and any tests that must be repeated as a result of such changes are the responsibility of the owner and/or respective contractor(s).

### **RESPONSIBILITIES OF OTHERS**

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1. The following items will be made available to the CxA in a timely manner with respect to the documents and tests that rely on these items: normal contractor submittals, RFI's, start-up schedules, O&M materials, and contractor's start-up and checkout procedures.
2. Acknowledge their willingness to participate in the commissioning process and to follow the commissioning plan in all phases.
3. Agree to be officially represented at the first commissioning scope meeting and to have official representation at additional commissioning meetings, as necessary.
4. Participate and use Facility Grid to oversee the commissioning process, complete commissioning checklists, and respond to reports and issues as necessary. Facility Grid is the cloud-based commissioning management and collaboration software which will be used on this project. Facility Grid will be free to use for all commissioning team members assigned to this project.
5. Issues identified should be resolved by contractor prior to commissioning retesting. Interface includes two tests for each system. Upon failure of the same issue on the retest, additional fees may be charged to the contractor should additional retesting be required.

### **EXCLUSIONS AND CLARIFICATIONS**

1. Testing and validation of the smoke control system.
2. Energy modeling.
3. Commissioning of smoke control systems.
4. Commissioning of low voltage systems.
5. Commissioning of fire sprinkler and alarm systems.
6. The following functions and deliverables will be provided by others and specifically are not included as part of the Cx scope of services under this proposal:
  - a. Electrical short circuit study
  - b. Time current coordination study

- c. Grounding system testing
  - d. Any associated and necessary coordination with the CxA, resulting from separate sources for these deliverables and functions, will be provided by others and/or the organization(s) providing the separate services, functions and deliverables.
7. Sensors and actuators will be fully calibrated and certified accurate and operational as part of the start-up and pre-functional tests and verifications to be completed by the respective contractor, prior to commencing functional testing. We will apply a standard sampling procedure to verify calibration.
  8. Phasing of the Cx activities.

**FEE**

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**Fixed Fee**

<b>Project Phase</b>	<b>Station 27</b>	<b>Station 29</b>	<b>Phase Totals</b>
Construction Documents	\$8,700	\$8,700	<b>\$17,400</b>
Construction Administration	\$22,800	\$22,800	<b>\$45,600</b>
Post-Occupancy	\$3,500	\$3,500	<b>\$7,000</b>
<b>Discipline Totals</b>	<b>\$35,000</b>	<b>\$35,000</b>	

**Total Fee: \$70,000**

**PAYMENT TERMS**

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Standard reimbursable expenses include, but are not limited to: check plots, final plots, copies, phone calls, mileage to jobsite, parking, shipping, and messenger services, electronic transmittal of drawings to contractors to develop shop drawings.

Billed in addition to the above fee at cost plus 10 percent processing fee.

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of fees and reimbursable expenses beyond 90 days, Interface reserves the right to meet with Architect and holder of Prime Contract to determine resolution prior to continuation of services.

This proposal is valid for 90 days from the date first written above. Interface Engineering, Inc. reserves the right to modify or update this proposal after that date.

**ADDITIONAL SERVICES**

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Services requested beyond those included in this proposal will be considered extra services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Interface may decline to perform additional work until authorization is received in writing.



Additional services will be billed at our standard hourly rates at the time the work is performed\*. Our current standard hourly rates (2026) are:

Senior Principal:	\$385/Hour
Principal:	\$335/Hour
Associate Principal:	\$280/Hour
Associate/Project Manager:	\$265/Hour
Sr. Engineer-Designer:	\$235/Hour
Engineer-Designer:	\$195/Hour
Project Designer-Drafter:	\$175/Hour
Administrative:	\$145/Hour

\*Annual rate changes are expected to be 4% per year.

Attached is our Standard Provisions of Agreement for Professional Services. If this Proposal and the Standard Provisions of Agreement meet with your approval, please sign below, initial the Standard Provisions, and return to us. By your signature, you acknowledge that you have read the Standard Provisions of Agreement and that you read and agree to the Limitation of Liability paragraph. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind Mack5. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,

Michael Flemming, PE, LEED AP, BD+C, CxA, CEM  
Principal

Rick Russell, PE, LEED AP, CxA  
Principal

MF:mf

Enclosures: Standard Provisions

COMPANY: Mack5

CONTACT: \_\_\_\_\_  
Manil Bajracharya, Principal

\_\_\_\_\_ Date

## **STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES**

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1. **Standard of Care:** The services provided by Interface Engineering, Inc. (Interface) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Interface makes no other representations or warranties, whether express or implied, with respect to the services rendered hereunder.
2. **Indemnity:** Client shall, to the fullest extent permitted by law, indemnify and hold harmless Interface, its officers, directors, employees, agents and subconsultants from and against all damages, liability and costs, including reasonable attorneys' fees and costs, at trial, arbitration and on appeal, arising out of or in any way connected with the performance of Client and Interface pursuant to this Agreement, excepting only those damages, liabilities, or costs attributable to the sole negligence or willful misconduct of Interface.
3. **Non-Responsibility:** Interface shall not be responsible for damages and shall not be held in default by reason of events or circumstances beyond Interface's reasonable control; or for delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Interface's work promptly, or due to late or slow or faulty performance by Client, Client's consultants, contractors, or governmental agencies, in the performance of acts which are precedent to or concurrent with the performance of Interface's services.
4. **Client Information:** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect of all aspects of the Project; examine Interface's submissions; and respond promptly to Interface; and give prompt written notice to Interface whenever Client observes or otherwise becomes aware of any defect in the work. Interface has a right to rely on the accuracy and completeness of information provided by Client.
5. **Payment:** Fees and reimbursable expenses will be billed monthly as services are performed. Invoices shall be due upon receipt and shall be delinquent if not paid within 60 days of receipt of invoice. Delinquent invoices shall bear interest at the rate of 1.5 percent per month (but not exceeding the maximum amount allowable by law) until paid. Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of reimbursable expenses beyond 90 days, Interface reserves the right to meet with Architect and holder of Prime Contract to determine resolution prior to continuation of services. Payments received shall be first applied to interest and then to the unpaid principal balance. Client shall pay Interface's reasonable costs, including staff time, attorneys' fees and costs, incurred in collecting any delinquent amount regardless of whether litigation or arbitration has been filed.
6. **Fees:** Client shall pay the cost of checking and inspection fees, zoning and annexation application fees, assessment fees, soils and engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, document reproduction costs, and other charges not specifically covered by the terms of this Agreement. Any such fees paid by Interface on behalf of Client shall be reimbursed, along with other reimbursable expenses, as invoiced.
7. **Site Control:** Interface and its personnel shall have no authority or responsibility to exercise any control over any construction contractor or other entity in connection with their work or any health or safety precautions associated with the Project. Client agrees that its contractor shall be solely responsible for job site safety, means and methods, and warrants that this intent shall be made evident in Client's agreement with its contractor. Client also agrees that Client, Interface, and Interface's consultants shall

be indemnified and shall be made additional insureds under the Contractor's General Liability Insurance Policy and Builder's Risk Policy.

8. Document Ownership: All reports, plans, specifications, field data and notes, and other documents including all documents on electronic media, prepared by Interface as instruments of service shall remain the property of Interface. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, such documents are not intended or represented to be suitable for reuse by any person for extension of the Project or for any other project. Any reuse or modification to the documents, without the prior written authorization of Interface shall be at Client's sole risk and without liability to Interface, its independent professional associates or consultants. Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Interface harmless from any claim, cause of action, liability or cost (including reasonable attorneys' fees and defense costs at trial, arbitration and on appeal) arising out or allegedly arising out of any unauthorized reuse or modification of the documents by Client or any person or entity that acquires or obtains the documents from or through Client without Interface's written authorization.
9. Cost Estimates: In providing opinions of probable construction costs, Client understands that Interface has no control over cost or the price of labor, equipment, or materials or over any contractor's method of pricing, and the opinions of probable construction costs provided by Interface are to be made on the basis of Interface's qualifications and experience. Interface makes no warranty, express or implied, as to the accuracy of such opinions as compared to bids or actual costs of the work estimated.
10. Hazardous Materials: Client acknowledges that Interface's scope of services does not include any services related to asbestos, hazardous or toxic materials. In the event Interface, or any other party, encounters these materials at a job site, or it should become known that any such materials may be present at a job site or in adjacent areas which may affect Interface's performance of services, Interface may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist(s), consultant(s) or contractor(s) to identify, abate and/or remove the asbestos, hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Interface, its officers, directors, employees, agents, and subconsultants, from and against any and all claims, allegations, suits, liabilities, damages, and costs, including reasonable attorneys' fees and costs, at trial, arbitration or appeal, arising out of, or in any way connected with the detection, presence or handling, removing, abatement, or disposal of any asbestos, hazardous or toxic substances, products and materials that exist on, about, or adjacent to the job site.
11. Termination - Suspension: Failure by Client to pay any invoice before it becomes delinquent shall constitute a material breach of this Agreement and shall entitle Interface to suspend performance of services until such delinquency is cured or, so long as such delinquency persists, Interface may terminate this Agreement upon five days' written notice without liability. This Agreement may otherwise be terminated by either party upon 30 days' written notice to the other in the event of a material breach by the other. In the event that Client becomes bankrupt or insolvent, Interface may terminate this contract without liability for direct, consequential or any other type of damages. In the event of termination of this Agreement, Client shall promptly pay Interface for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provision of this agreement.
12. Third-Party Beneficiary: Nothing in this Agreement shall create a contractual relationship with, nor a cause of action in favor of any third party against, either Client or Interface. Interface's services under

this Agreement are performed solely for Client's benefit, and no other entity shall have any claim against Interface because of this Agreement or the performance or non-performance of services hereunder.

13. Mediation: Should any dispute arise between Client and Interface under this Agreement, it is agreed that such dispute will be submitted to a mediator, agreed to and compensated equally by the parties, prior to commencement of litigation. Mediation will be conducted in Oakland, CA. Both parties agree to exercise their best efforts and good faith to resolve all disputes in mediation.
14. California Law: This Agreement is to be governed by and interpreted under the law of the state of California. Should any provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect.
15. Assignment: Neither Client nor Interface shall assign its interest in this Agreement without the prior written consent of the other.
16. Warranties: Interface has made no warranties or guaranties except as expressly written within the Agreement.
17. ADA and Regulatory Compliance: The American with Disabilities Act ("ADA") requires the removal of architectural barriers. Client acknowledges that requirements of the ADA will be subject to various, and possibly contradictory, interpretations. Client also acknowledges that other laws, codes, rules, ordinances, and regulations may also be subject to contradictory interpretation. Interface will use reasonable professional efforts and judgment to interpret typical ADA requirements, and other federal, state and local laws, rules, codes, ordinances, and regulations, as they apply to the project. Interface cannot and does not warrant or guarantee that Client's project will comply with all interpretations of the ADA requirements, and/or the requirements of other federal, state and local laws, rules, codes, ordinances, and regulations, as they apply to the project. Client agrees that Interface is not obligated for additional costs incurred due to changed interpretations, providing Interface used reasonable professional effort and judgment.
18. Integration: This Agreement contains the entire Agreement between Client and Interface, and no other oral or written inducement or promise has been made to or extended from either party as a part of this Agreement.
19. Waiver: The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.
20. LIMITATION OF LIABILITY. Professional and Nonprofessional Liability: To the maximum extent permitted by law, and in recognition of the risks and rewards to Client and Interface, Client agrees to limit Interface's liability for Client's damages arising from Interface's errors and omissions associated with work performed under this Agreement to Interface's fee. As to all non-professional liability claims, Client Agrees to limit Interface's liability to Interface's available insurance. These limitations shall apply regardless of the cause of action or legal theory pleaded or asserted, including, but not limited to negligence, breach of contract, negligent misrepresentation and strict liability. Client may negotiate higher limitations of liability for an additional fee.
21. Limitation of Liability - Consequential Damages: Neither Interface nor Interface's directors, agents, employees, representatives, or subconsultants, shall be liable to Client for any indirect, special, incidental, consequential, or exemplary damages arising out of, or in connection with, the performance of services under this Agreement, whether in an action based upon contract, delay, negligence, strict liability, negligent misrepresentation, reckless misrepresentation, or otherwise.

22. Statutes of Limitation: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of substantial completion or the date of issuance of the final certificate for payment for acts or failures to act occurring after substantial completion. In no event shall such statutes of limitations commence to run any later than the date when Interface's services are substantially completed.
23. LEED: If the project pursues LEED certification or other similar guidelines, the following applies: The LEED Green Building Rating System and other similar environmental guidelines (collectively "LEED") utilizes certain design and usability recommendations on a project in order to promote an environmentally friendly and energy efficient facility. In addressing these guidelines, Interface shall perform its services in accordance with that degree of skill and care ordinarily exercised by similarly situated members of the same profession involved in the design of similar projects in the same locale as the Project. Client acknowledges and understands, however, that LEED is subject to various and possibly contradictory interpretations. Furthermore, compliance may involve factors beyond the control of Interface including, but not limited to, Client's use and operation of the completed project. Interface does not warrant or represent that the Project will actually achieve LEED certification. Interface shall use reasonable care consistent with the foregoing standard in interpreting and designing in accordance with LEED. Interface shall not be responsible for Contractor's failure to adhere to the Contract Documents and any applicable laws, codes and regulations incorporated therein, nor for any changes to the design made by Client without the direct participation and written approval of Interface. Likewise, Interface shall not be responsible for any environmental or energy issue arising out of Client's use and operation of the completed project.

\_\_\_\_\_  
Client Initials

# Michael Flemming PE, LEED AP, CxA, CEM

## PRINCIPAL-IN-CHARGE

### Education

Masters of Business Administration, Online, University of South Dakota

Bachelor of Engineering, Mechanical Engineering, Co-op Program, Dalhousie University, Halifax NS, Canada

Diploma in Engineering, Dalhousie University, Halifax NS, Canada

### Registration

Mechanical Engineer: California - M37297

ACG, AABC Commissioning Group, Certified Commissioning Authority (CxA)

Certified Energy Manager (CEM)

LEED Accredited Professional, US Green Building Council

### Affiliations

Association of Energy Engineers (AEE)

American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)

Board of Professional Engineers California



Michael has experience in conducting commissioning (Cx), retro-commissioning (RCx), energy auditing, design coordination,

functional testing, and savings analysis for new and existing buildings. He is experienced in leading project teams through the entire Cx and RCx process from pre-design to occupancy phases for HVAC, lighting, plumbing and related control systems. Michael's commissioning responsibilities include:

- » design reviews
- » specification writing
- » commissioning management
- » troubleshooting
- » test writing
- » test execution
- » energy management
- » sustainable design verification

## PROJECT EXPERIENCE

### City of Palo Alto Fire Station #3 / LEED Silver Goal

PALO ALTO, CALIFORNIA

### Alameda County Fire Stations 7, 22 and 25

ALAMEDA, CALIFORNIA

### San Pablo Police Facility

SAN PABLO, CALIFORNIA

### Atherton Civic Center / Living Building, LEED Platinum, + WELL Building Goals

ATHERTON, CALIFORNIA

### Boeddeker Park Community Center / Zero Energy Ready

SAN FRANCISCO, CALIFORNIA

### Los Altos Hillview Community Center / LEED Gold Goal

LOS ALTOS, CALIFORNIA

### Corte Madera Town Hall

CORTE MADERA, CALIFORNIA

### San Pablo City Hall

SAN PABLO, CALIFORNIA

### Justice Joseph A. Rattigan Building

SANTA ROSA, CALIFORNIA

### County of Alameda 1111 Jackson Street Tenant Improvements / LEED Silver

OAKLAND, CALIFORNIA

### Public Utilities Commission Tenant Improvement / LEED Certified Goal

SAN FRANCISCO, CALIFORNIA

### City of Palo Alto California Avenue Parking Garage

PALO ALTO, CALIFORNIA

### Alameda County Environmental Health (EH) Department HVAC System Replacement

ALAMEDA, CALIFORNIA

### County of San Mateo Cordilleras Mental Health System Replacement

REDWOOD CITY, CALIFORNIA

### San Mateo Health System Upgrade New Administration and Link Building

SAN MATEO, CALIFORNIA

### North Marin Water District

NOVATO, CALIFORNIA

### San Francisco International Airport Natural Gas Safety Additions

SAN FRANCISCO, CALIFORNIA

# Meghan Mello EIT

## BUILDING COMMISSIONING TECHNICIAN

### Education

Bachelor of Science,  
Mechanical Engineering,  
California State University,  
Maritime Academy

### Registration

EIT



Meghan is a part of the San Francisco commissioning team. She has experience in commissioning and functional testing new and retrofitted buildings. She

works with HVAC, plumbing, lighting, and building management control systems.

Meghan's commissioning responsibilities include:

- » submittal and design reviews
- » mechanical and electrical monitoring and troubleshooting
- » familiarity with instrumentation for both mechanical and electrical systems
- » test writing
- » test execution
- » report and documentation generation

### PROJECT EXPERIENCE

#### City of Palo Alto Fire Station #3 / LEED Silver Goal

PALO ALTO, CALIFORNIA

#### Alameda County Fire Stations 7, 22 and 25

ALAMEDA, CALIFORNIA

#### San Pablo Police Facility

SAN PABLO, CALIFORNIA

#### City of Palo Alto California Avenue Parking Garage

PALO ALTO, CALIFORNIA

#### Atherton Civic Center / Living Building, LEED Platinum, + WELL Building Goals

ATHERTON, CALIFORNIA

#### Los Altos Hillview Community Center Enhanced Commissioning / LEED Gold Goal

LOS ALTOS, CALIFORNIA

#### San Pablo City Hall

SAN PABLO, CALIFORNIA

#### Corte Madera Town Hall

CORTE MADERA, CALIFORNIA

#### EPACenter Arts / LEED Platinum

EAST PALO ALTO, CALIFORNIA

#### SamTrans TI

MILLBRAE, CALIFORNIA

#### Guild Theater

MENLO PARK, CALIFORNIA

#### Alchemy Museum

SAN JOSE, CALIFORNIA

#### Meals on Wheels San Francisco Generator Addition

SAN FRANCISCO, CALIFORNIA

#### San Domenico Aquatics

SAN ANSELMO, CALIFORNIA

#### Midpeninsula Open Space

LOS ALTOS, CALIFORNIA

#### National Park Service San Antonio Missions National Historical Park

SAN ANTONIO, TEXAS

#### University of California, Berkeley Latimer Hall Exhaust Systems Assessment and Improvement Project

BERKELEY, CALIFORNIA

#### Ohlone Community College District Design Building 5 Renovation

FREMONT, CALIFORNIA

# City of Palo Alto Fire Station #3

PALO ALTO, CALIFORNIA | LEED SILVER GOAL

## Services

Commissioning

## Client

City of Palo Alto

## Completion

January 2019

## Building Size

7,000 sf

## Project Cost

\$6 million

## Contact

Frank Arsenault  
Project Manager  
Nova Partners Inc.  
781.526.5084



Jon Dizon

The City of Palo Alto Fire Station #3 project is the demolition of the existing single-story Fire Station and replacing it with a new 7,000 sq ft two-story Fire Station. The Fire Station will be part of a complex in the City of Palo Alto along with Rinconada Park, Pool and Library along with the Palo Alto Arts Center.

Interface Engineering was selected to complete the commissioning scope to meet CalGreen, Title 24 and LEED Fundamental and Enhanced Commissioning. The project is pursuing LEED Silver Certification at a minimum as well as CalGreen Tier II.

## Systems Commissioned:

- » Air distribution systems
- » Plymovent garage exhaust system
- » Utility power distribution system
- » Emergency generator power system and distribution
- » Lighting Control system
- » Grounding system
- » Photovoltaic system
- » BMS Control system

# Alameda County Fire Stations 7, 22 and 25 Commissioning

**CASTRO VALLEY AND SAN LORENZO, CALIFORNIA**

## Services

Commissioning

## Owner

County of Alameda

## Client

Mack5

## Completion

Est. February 2027

## Building Size

Station #7: 7,800 sf

Station #22: 7,500 sf

Station #25: 14,500 sf

## Project Cost

\$42.6 million (#7 and #25)

## Contact

Manil Bajracharya

Principal

Mack5

510.595.3022



DLR Group

LEED Fundamental and Enhanced Commissioning services for Alameda County Fire Station #7, 22 and 25. Stations #7 and 22 will be around 7,500 sf, while Station #25 will be around 14,500 sf.

## SYSTEMS COMMISSIONED

- » HVAC Equipment
- » HVAC Controls
- » Domestic Water Heaters
- » Domestic Recirculation Pumps
- » Domestic Booster Pumps
- » Sump Pumps
- » Daylighting Controls
- » Occupancy Sensors
- » Lighting Control Panels
- » Emergency Generator
- » Automatic Transfer Switches
- » Electrical Service and Distribution
- » Energy and Water Use Metering
- » Instrumentation & Control System

CUMMING  
GROUP



# City of Newark

REQUEST FOR QUALIFICATIONS

Project Management Services for Fire  
Stations #27 and #29 Replacement Project

December 8, 2025

[cumming-group.com](http://cumming-group.com)



# CUMMING GROUP

475 Sansome St, Ste 700  
San Francisco, CA 94111  
Phone: (415) 748-3080  
[cumming-group.com](http://cumming-group.com)

December 8, 2025

Miki Tsubota, City Engineer  
City of Newark Department of Public Works  
Newark City Hall  
37101 Newark Boulevard, Newark, CA 94560-3796

Re: Project Management Services for Fire Stations #27 and #29 Replacement Project

Dear Mr. Tsubota,

On behalf of Cumming Management Group, Inc. (Cumming Group), we are genuinely thrilled to share our proposal with the City of Newark for the Fire Station #27 and #29 Replacement Project. This is an exciting opportunity to help create modern fire stations that strengthen emergency response and serve the community for decades to come. After 29 years of partnering with public agencies throughout Northern California, we bring a seasoned, hands-on team that's ready to support the City of Newark and Alameda County with responsive, knowledgeable, and dependable project leadership.

## Why is the Cumming Group Team the Best Fit for the County?

- **Our qualifications.** Since our inception in 1996, Cumming Group has worked on more than 2,500 public sector projects and has successfully provided services on numerous new construction, modernization, and renovation projects. Led by Senior Director **Joe Capps-Jenner**, our team is composed of seasoned experts in all facets of construction management. This team was intentionally selected not only for their individual expertise but also for their proven history of working together on fire stations, emergency dispatch centers, and other critical public building projects for more than ten years.
- **Our History of Demonstrated Success with Fire Stations and Public Buildings.** Cumming Group specializes in comprehensive owner's representative services, allowing us to help our clients manage multi-million-dollar projects from conception to occupancy. We have provided these services for nearly three decades for numerous Northern California agencies and their essential services facilities including **City of Palo Alto Fire Station #3 and Fire Station #4, Stinson Beach Fire Station, City of South San Francisco Fire Station 61 Training Tower, Central Fire District of Santa Cruz County's Fleet Maintenance Facility, and County of Marin's Fire Dispatch Center**, along with many other projects for municipal, county, state, and federal entities. With this breadth of experience, we are well-versed in responding quickly to owners' needs and efficient in allocating our best available resources in order to complete our clients' projects to their utmost satisfaction.
- **Our Regional Expertise and Scale.** With over 170 construction management professionals based in Northern California alone, we offer unmatched regional capacity and deep local expertise. Our extensive bench of experienced personnel allows us to scale quickly, assign specialized teams, and provide seamless continuity throughout every phase of a project. Whether navigating public sector requirements, managing complex logistics, or ensuring alignment with community and environmental goals, Cumming Group has the resources to deliver exceptional results.

As Vice President, I, **Katie Forrester**, am authorized to represent Cumming Group in negotiations and bind the firm to all statements and representations made within our proposal. Should you have any questions or wish to discuss our proposal in more depth, please feel free to contact myself or **Joe Capps-Jenner** directly at **415-720-1462** or [joe.cappsjenner@cumming-group.com](mailto:joe.cappsjenner@cumming-group.com).

We hope our proposal, which details our experienced team, proven organizational experience, and strategic project approach, clearly demonstrates our qualifications. The accompanying letters of recommendation from recent clients, Chief Jesse Peri (Stinson Beach Fire District) and Deputy Director Kevin Yeager (County of Marin Fire Department), further attest to our long-standing dedication to excellence and successful project delivery. We look forward to the opportunity to discuss how we can apply this dedication to the replacement of Fire Stations 27 and 29, and we eagerly anticipate working closely with your team to make these projects a success.

Sincerely,  
Cumming Management Group, Inc.

*Katie Forrester*

**Katie Forrester**  
Vice President - Project Management  
P: 415-265-3843 | [katie.forrester@cumming-group.com](mailto:katie.forrester@cumming-group.com)



Stinson Beach Fire Protection District  
PO Box 127  
Stinson Beach, CA 94970  
(415) 868-0622

December 5, 2025

To whom it may concern,

I'm writing to recommend the Cumming Group (formerly Nova Partners), and specifically Joe Capps-Jenner, for project management services for the upcoming replacement of stations 27 and 29.

The Stinson Beach Fire Protection District is currently working with Cumming as our project management team for a ground-up, essential-services, three-bay, five-dorm fire station. They are guiding us through a design-build process, and we've been extremely pleased with their management, organization, attention to detail, communication, and overall people skills.

As a small district with limited experience in major infrastructure development, we rely heavily on Joe's expertise and his deep knowledge of essential-services fire stations. Cumming assisted us in hiring our bridging architect and has successfully guided us through a complex Coastal Zone planning and entitlement process.

They are now leading us through the design-builder selection process and have kept our project on schedule despite the unique challenges of building in Stinson Beach.

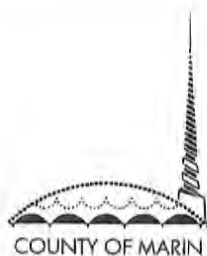
Additionally, they've shown an ability to adapt to the unique culture of our village. They understand the community, communicate well with the public, and navigate small-town dynamics with ease, all while bringing the resources and professionalism of a larger firm.

Most importantly, Joe and his team are a pleasure to work with on a daily basis.

Please feel free to contact me directly if you have any questions about their process or our experience working with them.

Thank you,

Jesse Peri  
Fire Chief  
Stinson Beach Fire Protection District



# MARIN COUNTY FIRE DEPARTMENT

Committed to the preservation of life, property and environment

December 5, 2025



City of Newark

## RE: Letter of Recommendation for Cumming Group

Jason Weber  
FIRE CHIEF

To Whom It May Concern:

1600 Los Gatos Dr., Ste. 300  
San Rafael, CA 94903  
415 473 6717 T  
415 473 2969 F

I am pleased to recommend Cumming Group as a construction management partner for public-sector projects. I have worked with their team on a time-sensitive project to build a new Emergency Command Center, and I am currently working with them on the Marin County Fire Administrative Headquarters. Throughout both projects, I have consistently been impressed by their professionalism, expertise, and dedication to delivering high-quality results.

Cumming Group brings strong attention to detail and maintains a clear focus on keeping projects on time and within budget. They communicate effectively, serve as a reliable intermediary among stakeholders, and proactively identify and resolve issues before they impact project delivery. The team has also demonstrated a strong commitment to collaboration throughout our partnership. They work closely with County staff to ensure that all project requirements are met and that our specific needs are fully addressed.

Their open communication and willingness to listen to feedback have made the construction process seamless and efficient. Importantly, Cumming Group is not afraid to hold contractors accountable. They ensure work meets specifications, address concerns promptly, and consistently protect the County's interests throughout construction.

Based on my experience, I highly recommend Cumming Group for municipal and public-sector capital projects. Please feel free to contact me if you would like additional information.

Sincerely,

Kevin Yeager  
Deputy Director



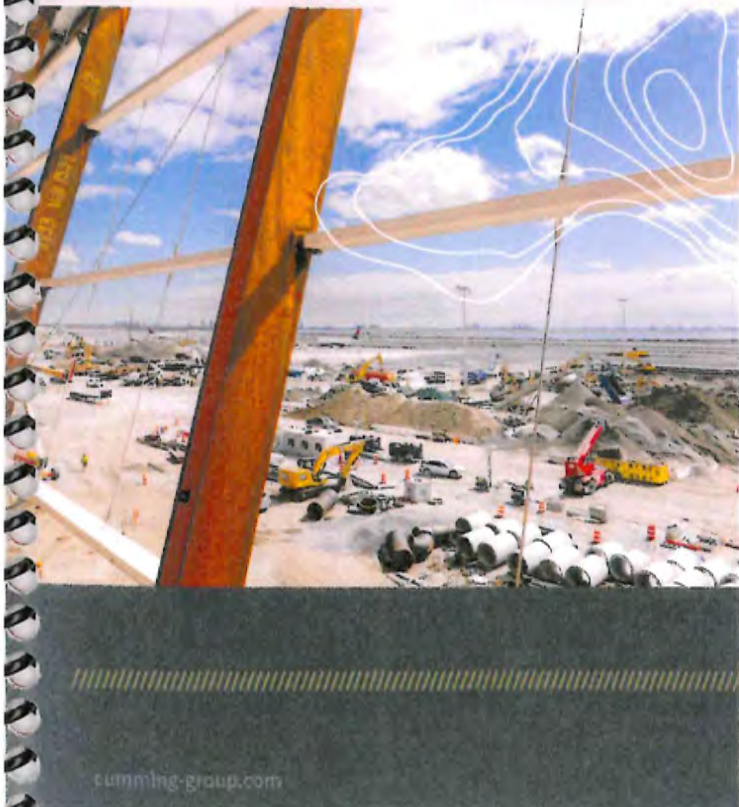
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CUMMING  
GROUP

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# Our Team

Key staff with description of their abilities, qualifications, and experience

## About Cumming Group

Cumming Management Group, Inc. ("Cumming Group") is a multifaceted consulting firm focused on adding value at every step of a project's development. Established in 1996 in California, Cumming Group is an international, privately held California corporation. Since opening our doors, we have grown to 3,000 team members throughout 70+ offices worldwide. We are recognized as one of the very best construction management firms nationwide—all while maintaining our independence and individualized level of service.

At Cumming Group, we are passionate about helping our clients execute large-scale, complex projects on-time and within budget. Our project and cost management services are specifically tailored to each client's needs and add meaningful value at every step of a project's development. Drawing on deep expertise in the communities and sectors we serve, we anticipate and solve problems, deliver solutions, and drive results.

We have a strong Bay Area presence with decades of experience working on key projects with multiple municipalities throughout the area. We have offices in **Mountain View, San Francisco, Oakland, San Jose, and Concord** and we are ready to service any of the Bay Area cities and counties with our local teams.

**3,000**

TEAM MEMBERS WORLDWIDE

**70+**

OFFICES WORLDWIDE

**29**

YEARS IN BUSINESS

**\$300+**

BILLION IN COMPLETED PROJECTS

**#8**

[RANKING ON ENGINEERING NEWS-RECORD \(ENR\) TOP 100 PM/CM LIST](#)

**ISO/IEC**

ISO/IEC 27001 CERTIFIED

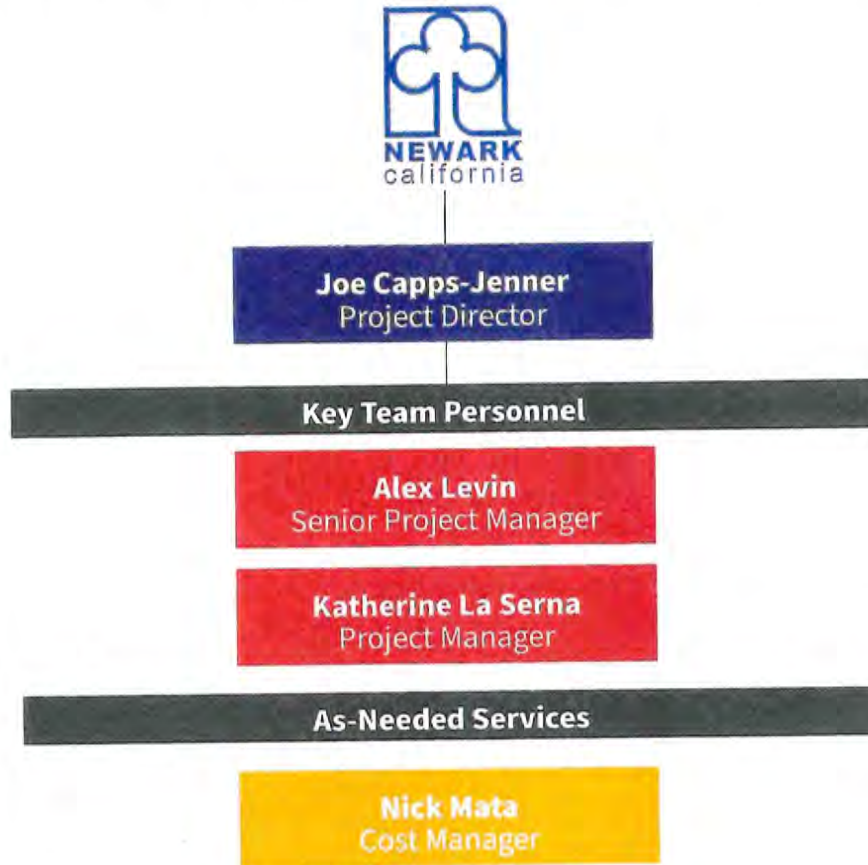
## Global Office Locations



## Proposed Project Team and Organization Chart


Our proposed team was selected for their relevant, hands-on experience with projects just like this one. **They know how to take a complex assignment from a standing start to steady momentum and communicate clearly at every step.**



The chart below outlines our proposed organization structure for services to be provided to the City and represents a team ready to commence immediately. We have also included resumes in the Appendix.



## Key Project Team Roles and Responsibilities

The table below lists our proposed team members' roles and responsibilities. **All team members listed in this proposal will have sufficient capacity through the duration of this period of performance to meet all components of the scope.**

TEAM MEMBER & ROLE	RESPONSIBILITIES
 <p><b>Joe-Capps Jenner</b> Project Director Phone: 415-720-1462 <a href="mailto:joe.cappsjenner@cumming-group.com">joe.cappsjenner@cumming-group.com</a></p>	<p><b>Joe Capps-Jenner</b>, will serve as the Project Lead and Director for this initiative. He brings a broad range of expertise to Cumming Group, supported by a diverse professional background. Joe excels at working collaboratively with clients and architects to deliver value-driven, cost-effective solutions without compromising on quality. Recently, Joe completed the County of Marin Fire Department's new 9-1-1 Dispatch Center. He also led the successful delivery of the City of Palo Alto's Fire Station #3 and is currently managing Fire Station #4, which is set to begin construction in the coming months. Additionally, he is overseeing the final stages of the City of Palo Alto Public Safety Building. Joe's experience with essential services projects, coupled with his deep knowledge of Public Contracting Code, makes him a valuable leader for this effort. Joe and Alex Levin, Senior Project Manager, are working together on the Stinson Beach Fire Station, overseeing preconstruction through project closeout.</p> <p>Joe will be involved approximately 1 day per week on average for the entirety of the project duration.</p>

TEAM MEMBER & ROLE	RESPONSIBILITIES
 <p><b>Alex Levin, LEED AP, PMP</b> Senior Project Manager Phone: 925-286-2661 <a href="mailto:alex.levin@cumming-group.com">alex.levin@cumming-group.com</a></p>	<p><b>Alex Levin</b>, our Senior Project Manager, will serve as the primary day-to-day point of contact for the client and oversee the daily operations of the Cumming team. Alex brings a deep understanding of navigating approvals with Authorities Having Jurisdiction (AHJs) and ensuring compliance at every phase. He has experience working with the City of Newark, various permitting agencies, technical teams, and key utility providers, such as PG&amp;E.</p> <p>Alex's responsibilities will include coordinating project resources, managing budgets, maintaining schedules, and tracking overall progress to ensure that project objectives are met. He will ensure all construction activities meet established quality standards, adhere to safety protocols, and remain on schedule.</p> <p>Alex is currently managing the Stinson Beach Fire Station project, which is similarly sized and is also using a Design-Build delivery approach. Alex has led the Stinson Beach project through architect selection, design management, planning approvals and Design-Builder selection. This experience has provided Alex with a detailed understanding of Fire Department operational and programmatic needs.</p> <p>Alex will be involved approximately 2 days per week on average for the entirety of the project duration.</p>
 <p><b>Katherine La Serna</b> Project Manager Phone: 650-602-0564 <a href="mailto:katherine.laserna@cumming-group.com">katherine.laserna@cumming-group.com</a></p>	<p><b>Katherine La Serna</b>, our Project Manager, will assist Alex and Joe with various project and construction management responsibilities including coordinating with contractors, ensuring construction activities adhere to quality standards.</p> <p>Katherine is an experienced construction manager, and has successfully delivered many projects, including recently for the County of Marin Fire Department. She provides a well-rounded outlook and approach to construction management.</p> <p>Katherine will join the team later, initially to help oversee the development of the temporary stations, and will eventually ramp up to providing full-time on-site (across the two sites) project management during the construction phase</p>





### Project Understanding

The City of Newark is moving forward with the replacement of Fire Station 27 (located at 39039 Cherry Street) and Fire Station 29 (located at 35775 Ruschin Drive). The stations are owned by the City of Newark and operated by the Alameda County Fire Department (ACFD). This project is aimed at bringing some of ACFD's aging infrastructure up to current standards that meet the evolving needs of the department.

The Project consists of replacing the existing stations with new stations on the current sites to meet the latest applicable codes and standards. Both stations are anticipated to be approximately 7,500 to 8,000 square feet with associated site development. In order to maintain mandated response times, interim stations will need to be provided during the construction phases to house the fire fighters, engines, and equipment during construction stage. Our recent experience with this is discussed in further detail later in this proposal.

### Proposed Plan for Completing Activities

In this section we discuss our approach to several key activities that will be critical to ensure the successful execution of these projects. This will include:

- Project Execution Plan
- Temporary Facilities
- Procurement Options
- Schedule Development and Management
- Budget Development and Management
- Design Team Selection
- Design Management
- Planning Approval
- Design-Builder Selection
- Community Relations and Outreach
- Permit Submittal / Approval
- Construction Management
- Project Closeout



### Project Execution Plan

If selected, one of our first priorities will be developing a Project Execution Plan (PEP). A clear and well-structured PEP is what sets the tone for a successful delivery. It defines the project's objectives up front and establishes the roadmap for how the team will meet them.

The PEP aligns all stakeholders on scope, schedule, budget, quality expectations, and risk management. It translates the project goals into a practical framework that guides decisions throughout design, procurement, and construction. It also lays out how we will manage the budget and schedule, handle changes, and structure communication and procurement.

The PEP becomes a living document that keeps the team accountable, supports consistent communication, and helps the project respond smoothly to changing conditions. In short, it's the tool that keeps everyone aligned and moving toward the City of Newark's goals: delivering the project on time, within budget, and at the quality expected.

Drawing upon our experience managing similar projects, our team will take the lead in developing a robust and practical PEP. We understand the nuances of Emergency Services projects and will apply lessons learned from past projects to build a plan

tailored to the specific needs of this program.

During this time, we will also support the City in developing the strategy for temporary facilities; identifying and selecting locations, approach and incorporating the timelines and budgets into our overall project plan.



### Temporary Facilities

We understand that interim fire stations will be required during construction, and our team has direct experience delivering fully functioning temporary facilities. Earlier this year, we supported the City of Palo Alto in establishing Temporary Fire Station No. 4 at the Cubberley Community Center parking lot. Our role included identifying a viable site, securing permits, leasing modular buildings, setting up temporary utilities, relocating essential equipment, and turning the space into a fully operational temporary station.

At Fire Station 27, options for the temporary station may be the site itself or the nearby skatepark, Ohlone parking lot, and available commercial spaces. We would like to explore these options further as they could minimize disruptions and maintain familiarity for crews.

Fire Station 29 has a tighter footprint, but we are confident that we can identify a suitable location, either by creating a temporary facility on nearby land or adapting an existing building for short-term use. The nearby Newark Community Center Park and MacGregor School Parking Lot could offer opportunities for a temporary station.

### We will work with the City and ACFD to secure temporary station locations that maintain operational continuity and support the required 5-minute response time.

Below we have identified some potential options that may be suitable. We are confident we can support the City in identifying, evaluating, and ultimately choosing the best possible options for temporary fire stations.





### Procurement Options

We understand that the City intends to use a design-build delivery method for these fire station projects.

Our team has had strong success with design-build on similar municipal facilities, and we are well-versed in the advantages this approach offers and the administration required for a smooth procurement process. At the same time, we recommend taking a moment to evaluate alternative delivery options, such as progressive design-build or traditional design-bid-build, to ensure the City selects the approach that best aligns with its goals, schedule, and risk profile.



### Schedule Development and Management

We will develop a comprehensive Master Project Schedule at the outset, establishing the critical path from program definition through final project closeout. This schedule will be an integrated tool, encompassing all major phases: design, permitting, procurement, demolition, construction, and move-in / closeout. Our focus is proactive risk mitigation to ensure both fire stations are delivered on time.



### Budget Development and Management

For each station, a robust project budget will be established as part of the PEP. From that point forward, we will take responsibility for owning and managing project costs. The initial budget will cover all project expenses, including hard costs (construction), soft costs (design fees, permits, testing), Furniture Fixtures and Equipment and a strategic contingency. We will implement a formal Change Management process to control scope creep and budget exposure, reviewing and validating all cost modifications. Financial status will be communicated through detailed monthly reports, projections, cash flow analysis, and transparent tracking of contingency utilization and savings opportunities.

We approach every expenditure with the diligence of an owner, treating each dollar as if it were our own, to ensure maximum value for the City at all stages.

Our proposal includes an optional service to provide cost-estimating services during the initial design phase. This will be

provided by our best-in-class in-house construction estimating team, based on the design documents as they are developed. This process includes reviewing quantity takeoffs for major building systems, applying current unit costs, and providing a summary of estimated construction costs by major trade category.



### Funding Support

Beyond managing the budget, we understand the critical relationship between project success and securing necessary funding. We will actively support the City's fundraising efforts by providing accurate, defensible, and timely documentation required for various sources. In the past, we have supported clients with justification narratives for bond measures, capital budget requests, and tailored documentation to meet the specific requirements for county fire or federal grants. We act as a reliable financial resource to help ensure the necessary funding is secured and available to fully realize the project vision and timeline.



### Design Team Selection

The selection of the A/E Design Team will be managed through a qualifications-based selection process tailored specifically to essential facility design. We will define clear, measurable scopes of work, support the development of a Request for Proposals (RFP), and conduct interviews to evaluate experience, technical expertise, and collaborative fit. There are a relatively small number of qualified architects that operate in the Bay Area that design Fire Stations projects. We have worked with most of these firms and are confident we will be able to identify the optimal fit for this assignment.



### Design Management

Once the A/E design team is selected, they will be tasked to develop the bridging documents for the Design-Builder. Our role will involve actively driving the design process. We will serve as the central point of communication, ensuring that the design aligns precisely with the City's programmatic requirements and budget. We will organize Value Engineering (VE) workshops at key milestones

## Stinson Beach Fire Protection District

New Firehouse Project

*"The Stinson Beach Fire Protection District is currently working with Cumming as our project management team for a ground-up, essential-services, three-bay, five-dorm fire station. They are guiding us through a design-build process, and we've been extremely pleased with their management, organization, attention to detail, communication, and overall people skills.*

*Additionally, they've shown an ability to adapt to the unique culture of our village. They understand the community, communicate well with the public, and navigate small-town dynamics with ease, all while bringing the resources and professionalism of a larger firm."*

JESSE PERI | FIRE CHIEF  
Stinson Beach Fire Protection District



to optimize materials and systems, and coordinate required regulatory reviews early in the process to prevent costly late-stage revisions. We will ensure that the design remains compliant with current building codes and operational needs of the Alameda County Fire Department.



### Planning Approval

We will lead the complex process of securing all necessary planning and entitlement approvals. This involves developing a detailed approval strategy, including coordinating pre-application meetings with the local Planning Department and other Authorities Having Jurisdiction (AHJs). We will manage the preparation and submission of required documents, represent the Owner at public hearings, and proactively address environmental or neighborhood concerns to secure timely project entitlements.

We recognize that the initial Planning approval process will require the support of several consultants. We will take responsibility for evaluating and recommending the best-suited firms to assist the City for scopes such as Architectural and Civil Design, Geotechnical and Environmental Engineering, Biological Testing, and Surveying.



### Community Relations and Outreach

We recognize that successful project delivery extends beyond technical execution to include positive community relations. For projects like this with a lot of community interest, we are very comfortable supporting the City's outreach efforts to ensure neighbors, local businesses, and community groups are kept informed of major milestones, including demolition schedules, construction noise impacts, and traffic or parking impacts. Our team will be available to act as the project liaison; facilitating public meetings, preparing newsletters and addressing concerns promptly and respectfully, ensuring the community feels valued, informed and involved throughout the process.



### Design-Builder Selection

To ensure the best outcome, we will manage a competitive, two-stage Design-Builder procurement process. The first stage involves rigorous pre-qualification based on relevant experience, safety record, financial capacity and overall track-record. The second stage utilizes a formal Request for Proposal (RFP) for the short-listed firms, detailing the scope of work and requiring submissions that balance technical approach, project schedule, and proposed cost. One of the benefits of the Design-Build approach, is the final selection can be based on a best-value matrix, not solely on price.



### Permit Submittal / Approval

We will coordinate the final Construction Document submittal, serving as the primary liaison with the Building Department and Fire Marshal. Our strategy is to maintain ongoing communication during the design phase, thus expediting the formal review period. We will meticulously track all plan check comments, coordinate timely and accurate responses from the Design-Builder, and actively manage the entire process to secure the necessary demolition and construction permits as quickly as possible.

We have been fortunate to have managed several projects within the City of Newark and Alameda County, including several at the Pacific Research Center for BioMed Realty and a large project for Cepheid in recent years, not to mention our recent work on the Newark Resource Center, a City project which is nearing completion.



### Construction Management

During the construction phase, we act as the Owner's dedicated representative on site. We will hold weekly Owner-Architect-Contractor (OAC) meetings, monitor daily progress, and ensure strict adherence to the contract documents, quality standards, and safety protocols. Key management functions include efficient review of Requests for Information (RFIs) and submittals, processing payment applications, and managing project closeout, ensuring successful systems commissioning and the seamless turnover of two fully operational, state-of-the-art fire stations.



Our unwavering commitment is to transform your goals and vision into tangible realities, delivering results that exceed expectations and stand as a testament to our partnership





## Overall Management and Implementation Methodology

Our overarching management and implementation methodology for a project of this size and complexity is built upon the following pillars:

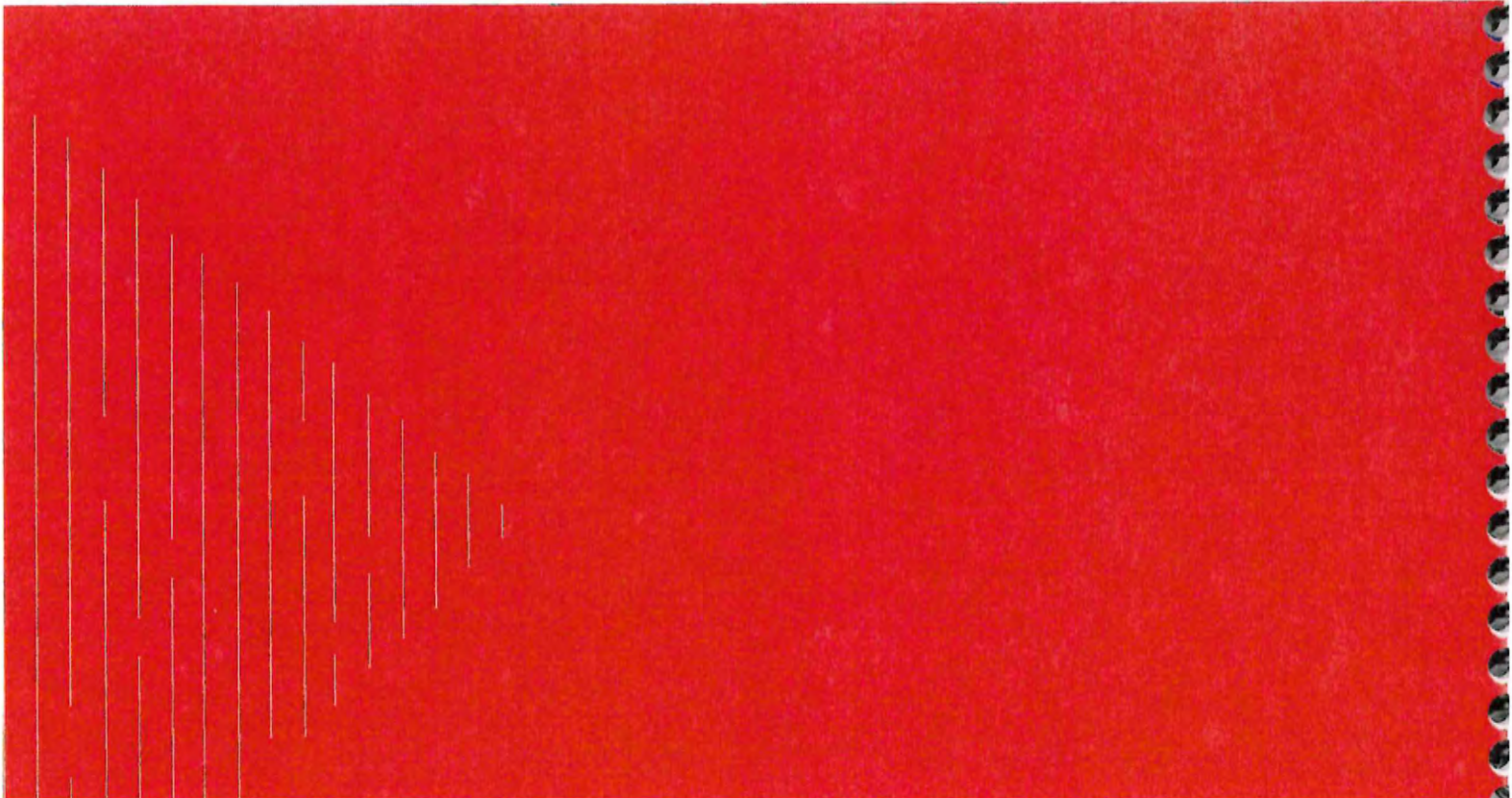
- **Dedicated Project Leadership:** Joe Capps-Jenner will act as Project Director, carrying a deep understanding of PDB and public Essential Service capital projects. Joe will serve as the primary point of contact, ensuring consistent leadership and accountability.
- **Local Team:** We believe in the value of local expertise and on-the-ground presence. Our proposed team are all based locally in the Bay Area and our senior project manager is a resident of Marin County.
- **Integrated Team Approach:** We will foster a highly collaborative environment, working as an extension of the City and ACFD's team. This includes frequent communication updates with the client, as requested in the RFP.
- **Proactive Risk Management:** We will implement a continuous risk identification, assessment, and mitigation process across all project phases, proactively addressing potential challenges before they impact schedule or budget.
- **Technology-Driven Solutions:** We will leverage appropriate project management software and tools for scheduling, budgeting, document control, and communication to enhance efficiency and transparency.
- **Stakeholder-Centric Communication:** We will develop a comprehensive communication plan to ensure all stakeholders, including City and ACFD departments, community groups, and the Design-Build team, are informed and engaged throughout the project lifecycle.
- **Adaptability and Flexibility:** We understand that large capital projects can encounter unforeseen circumstances. Our approach is designed to be adaptable and flexible, allowing for agile responses to challenges while maintaining project objectives.
- **Commitment to City and ACFD Values:** We are deeply committed to upholding the City of Newark and ACFD's values, including equity, sustainability, and community trust, integrating these principles into every aspect of our project approach.

**By adhering to this approach, we are confident in our ability to guide the Fire Station #27 and #29 Replacement Project to a successful and impactful completion, delivering a facility that serves as a source of community pride and a model for sustainable, responsible development.**



Cumming Group provides its services to public agencies as an owner's representative; we work collaboratively and transparently with client stakeholders to deliver services that achieve our client's goals and objectives.

# Past Project Experience



# Past Project Experience

*Project experience and references on similar projects*

## **Experience Providing Similar Services**

On the following pages, we have provided a few of our most relevant engagements where we have provided comprehensive project and construction management services to California public agencies on multiple projects within the last five years

- Stinson Beach Fire District New Firehouse Project
- City of Palo Alto Fire Stations #3 and #4
- County of Marin 911 Center
- Newark Resource Center
- San Francisco Fire Department Fire Station 61 Training Center





**TYPE OF PROJECT:** Essential Services  
**YEAR COMPLETED:** Ongoing  
**SCOPE:** Construction Management  
**SQUARE FEET:** 9,000 sq.ft  
**PROJECT COST:** \$16 Million  
**CLIENT:** Jesse Peri, Fire Chief  
**EMAIL:** [jperi@stinsonbeachfire.org](mailto:jperi@stinsonbeachfire.org)  
**PHONE:** 415-868-0622 ext. 3

## Stinson Beach Fire District

### New Firehouse Project, Stinson Beach, CA

Cumming Group is providing construction management services for the replacement of the Stinson Beach Fire Station. The project provides for a new Essential Services building to improve firefighters' facilities and reduce emergency response times. The site and building will be designed to provide clearance heights in the apparatus bays to make maneuvering engines responding to calls efficient and safe for firefighters. The replacement building also incorporates modern seismic design structural standards to provide a safe and resilient essential facility prepared to serve the greater community.

The project is comprised of a 9,000 SF ADA accessible, ground-up facility, new generator, EV charging stations, and septic system. We are leading the project through entitlements, design, and construction. The new station will be a two-story building with three bays on the ground floor and living quarters on the second floor.

The overall project budget is \$16 Million total and scheduled for completion during the 2nd quarter of 2027. The project is utilizing a Design-Build procurement approach.



**TYPE OF PROJECT:** Ground-up Firehouse/Firestation Replacement  
**YEAR COMPLETED:** 2020 (#3), Ongoing (#4)

**SCOPE:** Construction Management  
**SQUARE FEET:** 6,600 sq. ft (#3) / 8,000 sq. ft (#4)

**PROJECT COST:** \$8.6 Million (#3) / \$15 Million (#4)

**CLIENT:** Bridgette Medved-Perez, Engineer, Dept. of Public Works, City of Palo Alto / Holly Boyd, Assistant Director of Public Works

**PHONE:** 650-329-2530 / 650-329-2295

**EMAIL:** [bridgette.medved-perex@cityofpaloalto.org](mailto:bridgette.medved-perex@cityofpaloalto.org) / [holly.boyd@cityofpaloalto.org](mailto:holly.boyd@cityofpaloalto.org)

## City of Palo Alto

### Fire Stations #3 and #4, Palo Alto, CA

Cumming Group, maintaining its long partnership with the City of Palo Alto, managed the construction of the new two-story drive-through Fire Station No. 3. This new 6,600 sq. ft. building replaces a 1950s era single-story back-in fire station. It has more than double the capacity of its predecessor to accommodate larger apparatus. All of this was accomplished on the existing site without the removal of historic native trees. The station incorporates NFPA best practices to reduce fire personnel exposure to fire and medical-related contaminants.

Cumming Group was the preconstruction manager overseeing design, budget, and schedule from Architectural Review Board Public Approval through the permitting process of the new Palo Alto Fire Station No. 3.

After preconstruction, Cumming Group took on the role of the construction manager for the fire station, meeting the Essential Services Buildings Seismic Safety Act (ESBSSA 1986). The work included extensive site work, an intricate rainscreen exterior cladding system, a new elevator, a ring-down emergency notification system, an interior gym and living quarters, and a solar panel system. The fire station opened in March 2020.

Fire Station No. 4 was built in 1953, and the existing fire station building does not serve the current needs of the Fire Department and does not effectively use the current 0.6-acre portion of the property. This project will provide a new facility built to current essential services standards with a high likelihood of being fully operational during and after a major disaster such as a significant earthquake. Cumming Group is providing pre-construction services, constructability reviews, cost estimating and contractor bidding support and full construction management services.

The new fire station will also be designed for LEED Silver certification and meet city-adopted building code standards by having an all-electric design for new construction.

The project will consist of the following components:

- Establishment of temporary modular Fire Station 4 to be used during construction
- Demolition of existing fire station buildings and removal of drying rack
- Integration of the existing fuel station on-site
- New fire station building
- Level 3 charging stations for future all-electric fleet



**TYPE OF PROJECT:** Essential Services  
**YEAR COMPLETED:** 2024  
**SCOPE:** Construction Management  
**SQUARE FEET:** 16,300 sq.ft  
**PROJECT COST:** \$8 Million  
**CLIENT:** Kevin Yeager, Deputy  
Director Fire  
**PHONE:** 415-473-6001  
**EMAIL:** [kveager@marincounty.org](mailto:kveager@marincounty.org)

## County of Marin

### 911 Dispatch Center, San Rafael, CA

This essential services project involved the interior remodel of approximately 16,300 sq. ft. of existing tenant space located in an existing office building. The work included demolition of the existing interiors and construction of a new 911 fire dispatch center as well as supporting offices, sleeping quarters, conference rooms and break area.

The building contains existing critical essential service functions for the Office of Emergency Management and the Marin County Sheriff's Office. Continuity of these existing services was maintained at all time during the duration of construction. Cumming Group's role was to act as the owner's representative, managing the design, permitting, bidding and construction phases.

The objective was to provide Marin County Fire Department with a dedicated dispatch center, a function which is currently shared with the Marin County Sheriff. Among the technically challenging aspects of this project is the separation of the IT systems. The new fire dispatch has a dedicated server room adjacent to the existing shared server room, which is being constructed without disrupting the ongoing critical 24/7 sheriff department operations. The project was completed on time and on budget.



**TYPE OF PROJECT:** Renovation  
**YEAR COMPLETED:** Ongoing  
**SCOPE:** Construction Management  
**PROJECT COST:** \$2.3M  
**CLIENT:** Roya Gonzalez, Strategic Initiatives Manager, City Manager's Office, City Of Newark  
**EMAIL:** [roya.gonzalez@newarkca.gov](mailto:roya.gonzalez@newarkca.gov)  
**PHONE:** (925) 457-2774

## City of Newark

### Newark Resource Center, Newark, CA

Cumming Group provided project/construction management services for the Newark Resource Center bidding, construction, and closeout. The site improvements include ADA improvements, enclosed playground, landscaping, and lighting. Exterior paint for (3) buildings. The interior scope at the main building includes new kitchenette, interior finishes, lighting, storage, restrooms, HVAC, electrical, plumbing, and structural.

Cumming Group's role on the project included driving the contractor bidding efforts and managing the entire construction phase. Cumming Group also led the efforts to select and onboard consultants, including the HazMat Consultant and the third party Inspector. Cumming Group coordinates with the Architect for all construction administration efforts and with PG&E for the electrical service upgrades. Cumming Group works closely with City Manager's office, Public Works, IT, and Maintenance departments to deliver the project.



**TYPE OF PROJECT:** Fire Station  
Training Tower Renovation  
**SCOPE:** Construction Management  
**PROJECT COST:** \$2 Million  
**CLIENT:** Lawrence Henriquez, Senior  
Civil Engineer  
**EMAIL:** [lawrence.henriquez@ssf.net](mailto:lawrence.henriquez@ssf.net)  
**PHONE:** 650-829-6697

## Fire Station 61 Training Center South San Francisco, CA

Cumming Group provided project/construction management services for the Fire Station 61 Training Tower Project during design, bidding, construction, and closeout. The project includes renovating a custom existing training tower built in 2006 and consists of a six-story tower, a two-story residence, and a one-story annex. A structural inspection report was done by Fire Safety & Inspection Services LLC in 2015, which concluded that the structure has extensive rusting throughout and requires preventative repairs to stop the building deterioration. The project/construction management scope of work included:

- Repair and replacement of all rusted exterior materials
- Update to the gas detector systems
- Retrofit and replace the intake fan systems and equipment

Cumming Group continued to service the City of South San Francisco and the South San Francisco Fire Department through the design phase coordination with the sole source vendor contractor and then continued to provide management services throughout the construction phase, with the project completed in Q3 of 2024.



# Fee Proposal

Consultant shall indicate in the proposal a maximum cost to perform all services utilizing the staffing levels stated in their proposal. Costs shall be comprehensive and include all mark-up rates and annual adjustments, if any.

## Proposed Fee

Included below is our proposed Not-to-Exceed Fee. This fee has been developed based on our understanding of the project requirements, the scope of work detailed within this proposal, our extensive experience with similar projects, and the timelines reflected in our preliminary schedule.

For our fee proposal, we have broken the total cost down based on several key project activities. We recognize that the actual execution will not be strictly linear; these stages will naturally overlap, and there are numerous other essential, ongoing support activities that we will be managing and delivering beyond those specifically listed below.

CITY OF NEWARK FIRE STATIONS #3 AND #4 REPLACEMENT PROJECT FEE SCHEDULE		
Phase	TASK BREAKDOWN	
1	A/E Team Selection	\$43,680
2	Programming and Development of Bridging Documents	\$131,040
3	Design-Builder Selection	\$65,520
4	Develop Construction Documents	\$109,855
5	Permitting Phase / Temporary Station Implementation	\$169,752
6	Construction Phase (Both Stations)	\$884,641
7	Closeout / Decommission Temp. Stations	\$98,581
	Expenses	\$10,000
<b>PROJECT TOTAL</b>		<b>\$1,513,070</b>
ALT	Cost Estimate and VE Exercise at Schematic Design	\$18,000

## Hourly Rates

PERSONNEL	CLASSIFICATION	HOURLY RATE
Joseph Capps-Jenner	Project Director	\$250
Alex Levin	Senior Project Manager	\$200
Katherine La Serna	Project Manager	\$190

One year after the effective date of the agreement, and annually thereafter, rates will increase by three percent (3%).



## Joseph Capps-Jenner

Project Director

Joe is a seasoned project manager with a strong track record in community-focused projects. He excels in both tenant improvement and ground-up construction projects, demonstrating a versatile skill set and a proactive approach. Joe is a dedicated leader who fosters collaboration and drives projects to successful completion. His meticulous planning, methodical execution, and commitment to continuous improvement ensure projects are delivered on time and within budget.

### REPRESENTATIVE EXPERIENCE

#### County of Marin, 911 Fire Dispatch Center – San Rafael, CA

The County of Marin fire department opened a new 911 Fire Dispatch Center to take all fire-related 9-1-1 calls in June 2024. The 10,000 sq. ft. interior remodel included a newly constructed dispatch center constructed to Essential Services standards. Supporting spaces included conference rooms, breakroom, quiet rooms as well as new electrical and IT server rooms. Cumming Group provide complete project management services, overseeing design, permitting, administration of a public bidding process, furniture procurement and construction management. The project had a very ambitious schedule, and was completed on time and budget. Responsible for managing the design, permitting, bidding and construction phases. Budget \$7.5M.

#### City of Palo Alto, Fire Station #3 – Palo Alto, CA

Palo Alto built a 6,600 sq. ft. new ground-up fire station, an essential service building for the city of Palo Alto. The project included extensive new site work, an intricate rain screen exterior cladding system, a new elevator, ring-down emergency notification system, an interior gym and living quarters, and a solar panel system. Oversaw design, budget, and schedule from inception through construction. Cost: \$8.6 Million

#### City of Palo Alto, Public Safety Building – Palo Alto, CA

This multi-phased new Public Safety Facility in Palo Alto houses police, emergency operations, fire administration and a state-of-the-art 911 dispatch center. The new facility meets Essential Services Building and Seismic Safety Act requirements. Joe led this project from the early design stages; navigating the CEQA process, design development, permitting, bidding and construction. Joe has managed all facets of this large and complex development and has fully integrated with the City of Palo Alto, representing their interests at each stage. Throughout the project, Joe has supported the city's extensive public outreach efforts. Cost: \$120 Million

#### City of Union City, Multiple Capital Improvement Projects – Union City, CA

Led design, bidding, permitting, and construction for twelve small capital improvement projects. Project included Fire Station 31 and Fire Station 32 exhaust systems, atrium garden improvements, historical museum repairs and interiors, police department/city hall generator repairs/upgrades.

#### County of Marin, Progress Foundation – San Rafael, CA

This new adult residential treatment facility in San Rafael is the first licensed treatment center of its kind in Marin. It provides up to 16 beds for ambulatory adults who have serious and persistent mental health disorders. This project was completed under budget in Q4 2022. Cost: \$8 Million

#### City of Los Altos Community Center – Los Altos, CA

Completed in late 2021, on time and on budget, the new 24,500-sq.-ft. sustainable (Net Zero Energy) Community Center is an all-electric, LEED Gold equivalent facility with thermally efficient rainscreen system and PV roof. The site includes a new playground, parking, a bocce ball court, extensive landscaping, and stormwater bioretention treatment areas. The program includes a Community Room capable of banquet seating for 180, spaces for seniors, teens, art, movement and three multipurpose rooms, as well as administrative offices for parks and recreation staff. A catering kitchen serves the community room. Joe led the project through constructability review, bidding, construction and closeout. Cost: \$38 Million

### EDUCATION

- Bachelor of Science, Project Management for Construction, University of Brighton (UK)

### CONTACT

- Phone: 415-720-1462
- Email: [jcapps@cumminggroup.com](mailto:jcapps@cumminggroup.com)



**Alex Levin**, LEED AP, PMP  
Senior Project Manager

Alex has served as a construction project manager in the corporate office, biotech, hospitality, retail, and real estate development sectors. His experience as an Owner's Representative has enabled him to succeed in coordinating projects with extensive logistics and a multitude of stakeholders. Alex specializes in managing projects from cradle to grave, including procurement, design, permitting, scheduling, contracts, invoicing, change orders, cash flows, and construction oversight.

**REPRESENTATIVE EXPERIENCE**

**Stinson Beach Fire Protection District, Stinson Beach Firehouse – Stinson Beach, CA**  
Cumming Group is providing construction management services for the replacement of the Stinson Beach Fire Station. The project provides for a new Essential Services building to improve firefighter's facilities and reduce emergency response times. The site and building will be designed to provide clearance heights in the apparatus bays to make maneuvering engines responding to calls efficient and safe for firefighters. The replacement building also incorporates modern seismic design structural standards to provide a safe and resilient essential facility prepared to serve the greater community in the event of a major earthquake.

**BioMed Realty GOP 5 – South San Francisco, CA**  
The fifth phase of BMR's major biotech hub added 300,000 sf. ft. of lab/office space split between two mirrored buildings, as well as a 650-stall parking structure and major landscaping upgrades. Responsibilities on this newest phase included leading the Cumming Group team, actively overseeing construction, managing schedule and budget, identifying and mitigating risk, incorporating lessons learned from preceding phases of the development, and spearheading coordination between the client, contractor, and project team.

**BioMed Realty GOP Phase 2 and 3 Development – South San Francisco, CA**  
Totaling over 750,000 sf. ft. of corporate biotechnology space, BMR's Gateway of Pacific (GOP) Phase 2 & 3 development includes two large buildings, two parking structures, underground parking, and a landscaped pedestrian plaza. The project faced several unusual challenges, including naturally occurring asbestos in the soil, the COVID-19 pandemic, and basement water intrusion. Led management of MEP trades and coordination between all stakeholders, resulting in the development that is the most modern biotechnology campus in South San Francisco.

**BlackRock Artificial Intelligence Lab – Palo Alto, CA**  
Alex led the cradle-to-grave initiative to establish a BlackRock artificial intelligence fintech facility in the heart of Silicon Valley. The project management required extensive programming with the team of researchers for which the space was being built. Due to the project's high visibility among company executives and its uniqueness in the BlackRock real estate portfolio, the budget for the interior was set at around \$600/sf. The high budget and leadership expectations necessitated managing the project to a "zero punch list" completion deadline.

**BlackRock PxWe Pilot Design Program – San Francisco, CA**  
Alex served as lead project manager on a pilot design-build partnership where BlackRock teamed with WeWork to create a "tech-focused" modern office for the employees of a newly acquired firm. The project management focused on guiding the client and end-user group through the programming and iterative design phases. Upon approval of test fits, worked to ensure compliance with budget, schedule, and scope requirements and provided reporting to remote stakeholders.

**EDUCATION**

- B.A. Economics, UC Davis
- Certificate in Construction Management, NYU

**CERTIFICATIONS**

- LEED Accredited Professional (LEED AP)
- Project Management Professional (PMP)

**YEARS OF EXPERIENCE**

- 11 Years

**CONTACT**

- Phone: 925-286-2661
- Email: [alex.levin@cumming-group.com](mailto:alex.levin@cumming-group.com)



## Katherine La Serna

Project Manager

Katherine has experience managing projects from preconstruction to occupancy, including procurement, design, permitting, contracts, change orders, budgeting, and construction oversight. Katherine's experience as an owner and builder representative has enabled her to identify potential construction issues and facilitate design coordination between client and contractor. Her hardworking and competitive personality has helped her thrive in challenging and team-centered environments.

### REPRESENTATIVE EXPERIENCE

#### County of Marin 911 Dispatch Center – San Rafael, CA

The County of Marin fire department opened a new 911 Fire Dispatch Center to take all fire-related 9-1-1 calls in June 2024. The 10,000 sq. ft. interior remodel included a newly constructed dispatch center constructed to Essential Services standards. Supporting spaces included conference rooms, breakroom, quiet rooms as well as new electrical and IT server rooms. Cumming Group provide complete project management services, overseeing design, permitting, administration of a public bidding process, furniture procurement and construction management. The project had a very ambitious schedule, and was completed on time and budget. Responsible for managing the design, permitting, bidding and construction phases. Budget \$7.5M.

Katherine managed the design, permitting, bidding, and construction phases. The project was completed on time and on budget.

#### Island Parkway Lab Conversion – Belmont and Redwood City, CA

Island Parkway is on 10-acre landscaped site with 92,290 sq. ft. rentable laboratory and office building, surface parking, and a parking structure. The building consists of two 4-story towers served by a first-floor lobby space. This is a tenant improvement lab conversion project for two existing Oracle office buildings, B401 and B501. The project consist of 50% lab and 50% office configuration that allows for multiple tenants per floor. As part of the project improvements, the amenity enhancement scope features new lobbies design, elevator lobbies, and cab design, café and servery, conference center, and exterior entrance canopies. The project has a couple of unusual challenges including managing the permitting and inspections process with two jurisdictions, coordinating and informing the project lender, and managing multiple design teams. Katherine led design and construction efforts between stakeholders, general contractor, design team, and client through the project construction. This included creating business plans, budgeting and cost management, and coordination between consultants, daily management of change orders, design process, permitting, and general construction activities. The project finished within budget and before tenant occupancy. The project began design in early 2021 and completed construction in 2023. Cost: \$45 million warm shell and \$7M Amenity Enhancements.

#### NoMa Apartments – Walnut Creek, CA

Anton NoMa is a mixed-use development in the desirable neighborhood of Walnut Creek. This seven-story project consists of subterranean parking, ground floor retail, and five levels of units above podium. The building yields 136 apartments with a unit mix of studios, one-bedrooms, and two-bedrooms. To meet the State Density Bonus, the project offers 11% of the 136 units as low-income housing. The contemporary architecture captures the city's elegance and features desired amenities such as a clubroom with kitchen, rooftop lounge, fitness center, courtyard with pool, spa, BBQ, fireplace. The project has 10,000 square feet of retail on one acre of land. She managed weekly construction and design coordination, generated and updated progress reports, and managed change orders for the project. Katherine played a crucial role in daily construction site activities and communication between contractors and owners. She led project delivery in weekly meetings with contractors, design team, and consultants to ensure construction according to design and specifications. She was a project management team member from groundbreaking to punch list. Cost: \$85 million.

### EDUCATION

- Bachelor of Architecture, California Polytechnic State University, San Luis Obispo
- MBA, California Polytechnic State University, San Luis Obispo

### CONTACT

- Phone: 650-602-0564
- Email: [k.la.serna@cumming-arabia.com](mailto:k.la.serna@cumming-arabia.com)

January 13, 2026

Miki Tsubota, City Engineer  
City of Newark Department of Public Works  
Newark City Hall  
37101 Newark Boulevard, Newark, CA 94560

## Regarding: Project Management Services for Fire Stations #27 and #29 Replacement Project

Dear Miki,

Thank you for considering Cumming Group for your upcoming project to replace Fire Stations #27 and #29.

Following our proposal submitted on December 8, 2025, and our subsequent discussions, we would like to further address the City's interest in a single-contract structure for all project services.

As outlined in our proposal, we believe Cumming Group is exceptionally well positioned to support the City in the successful planning and execution of these critical Essential Service facilities. We share your goal of streamlining this process. However, as a firm dedicated to representing the City's best interests, we believe that bundling specialized technical services under our Project Management contract may create unintended risks. We recommend an alternative "two-contract" approach that maintains efficiency while ensuring the project's integrity.

### Strategic Considerations for Contract Structure

- **Independence of the Owner's Representative:** As the City's project manager, our role is to provide objective oversight. Remaining independent of the design and technical vendors ensures we act solely in the City's interest, allowing us to hold all parties strictly accountable without the "self-policing" conflicts that arise from a direct contractual or financial tie to the teams we are overseeing.
- **Insurance and Liability:** Our professional liability insurance is specifically tailored to management and oversight. Specialized services—such as geotechnical or environmental engineering—carry high-risk profiles that fall outside the standard scope of PM coverage. Separating these ensures that the City is protected by the appropriate, specialized insurance policies of the technical experts performing the work.
- **Best Value for the City:** Bundling all sub-consultants under our contract would necessitate administrative markups and additional insurance premiums to cover the pass-through risk. By procuring the design team separately, the City avoids these unnecessary costs and ensures that every tax dollar is spent directly on project delivery.
- **Transparency in Selection:** Given that the required consultant scope will likely exceed \$700,000 (in addition to our proposed project management fee), a separate, transparent selection process for the

Design Team ensures the City secures the highest level of technical expertise at a competitive market rate.

### A Proposed Streamlined Approach

We recognize the City’s desire to minimize administrative overhead. To achieve this without compromising oversight, we propose the following:

1. **Engagement of Project Manager:** The City engages Cumming Group to act as your representative.
2. **Consolidated Technical Procurement:** We will immediately lead a transparent procurement process to select a **single Design Team**. This team’s scope will bundle all necessary specialists (Geotechnical, CEQA, Environmental, Surveyor, etc.) into one package.
3. **Efficiency Through Approval:** Under this model, the City manages only **two contracts** through the completion of 30% Design Development and Planning Approval.

This approach offers the "best of both worlds": the City achieves the simplified management it desires, while maintaining the essential checks and balances required for a high-stakes Essential Service facility.

Below we have suggested how the Design Services scope might be split up and provided a budgetary estimate:

**Task 1: Data Collection**

Phase I & Phase II Environmental	35,000
Topographic Survey	20,000
Site Analysis	8,000
Haz. Mtl. Survey	30,000
Geotechnical	40,000
<b>SUBTOTAL FEE TASK 1:</b>	<b>\$133,000</b>

**Task 2: Fire Station Programming**

Operations Report	12,000
Space Needs Program	25,000
<b>SUBTOTAL FEE ITEM 2:</b>	<b>\$37,000</b>

**Task 3: Concept Design**

(2) Concept Design Alternatives for each facility	16,000
Basis of Design Description	5,000
Executive Summary Report	3,000
<b>SUBTOTAL FEE TASK 3:</b>	<b>\$24,000</b>

<b>Task 4: Schematic Design and Planning Approval</b>	
Architectural Services	22,000
Civil Engineering and Landscape Architecture	8,000
Structural Engineering	9,000
MEP Engineering	12,000
Presentation Materials	8,000
<b>SUBTOTAL FEE TASK 4:</b>	<b>\$59,000</b>
<b>Task 5: 30% Design Development</b>	
Architectural Services	210,000
Civil Engineering and Landscape Architecture	45,000
Structural Engineering	60,000
MEP Engineering	75,000
Low Voltage / Comm. System Design	12,000
<b>SUBTOTAL FEE TASK 5:</b>	<b>\$402,000</b>
<b>Task 6: 30% Design of Temporary Facilities</b>	
Architectural Services	28,000
Civil Engineering and Landscape Architecture	8,000
Structural Engineering	7,500
MEP Engineering	7,500
Low Voltage / Comm. System Design	4,000
<b>SUBTOTAL TASK 6:</b>	<b>\$55,000</b>
<b>GRAND TOTAL TASKS 1 THRU 6</b>	<b><u>\$710,000</u></b>

We welcome the opportunity to continue the discussion. We are confident that together we can tailor an approach that works well for all parties and delivers the best possible value for the City.

Please do not hesitate to contact me at [joe.cappsjenner@cumming-group.com](mailto:joe.cappsjenner@cumming-group.com) or call me at 415-720-1462. Thanks again for this opportunity and we look forward to hearing from you shortly.

Sincerely,



Joe Capps-Jenner  
Cumming Group



## STAFF REPORT

Item F. 2.

**DATE** 03/26/2026  
**TO** Honorable Mayor and City Council Members  
**FROM** Miki Tsubota, City Engineer  
**SUBJECT** Introduction of the Five-Year Capital Improvement Plan and request for direction on utilizing excess Measure GG and Measure LL funding with respect to the Central Avenue Overpass Project or the Cultural Arts Center Project

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### SUMMARY AND RECOMMENDATION

Staff are currently preparing a new rolling Five-Year Capital Improvement Plan (CIP) with a goal of City Council adoption by the end of the Fiscal Year (FY) 2025-26. The new CIP will improve on existing practices by providing a more realistic project delivery forecast, provide more long-term accountability and transparency, provide consistency with the five-year forecast in preparing the budget, and provide better long-term City Council and community alignment.

The purpose of this report is to provide an introduction to the Five-Year CIP process and receive direction related to funding (particularly with excess Measure GG and Measure LL revenue) on two key projects: the Central Avenue Overpass and Cultural Arts Center Projects.

Staff recommends the City Council receive this report, accept public input, and provide direction to staff on whether excess Measure GG and Measure LL revenue should be applied to the Central Avenue Overpass Project, the Cultural Arts Center Project, or other yet to be identified CIP projects.

### BACKGROUND

The City Council has taken previous actions related to funding for the Central Avenue Overpass Project (CIP No. 1014). On December 12, 2013, City Council adopted a Resolution approving the Project Specific Funding Agreement with the Alameda County Transportation Commission for the preliminary engineering / environmental and final design phases of the Central Avenue Overpass Project. Subsequently, on December 10, 2015, and April 27, 2017, the City Council approved Amendment No. 1 and Amendment No. 2 to the Project Specific Funding Agreement, respectively, each time extending the term of the Agreement to align with the updated project schedule. On November 9, 2023, City Council adopted a Resolution approving a new and

updated Project Specific Funding Agreement with the Alameda County Transportation Commission for the preliminary engineering / environmental, final design, right of way and construction phases of the Central Avenue Overpass Project.

Subsequently, on June 27, 2024, City Council adopted the 2024-2026 Biennial Budget and CIP.

On [October 10, 2024](#) (link to presentation), City Council approved the Citywide Facilities Master Plan ([Facilities Master Plan](#)) that included analysis of the City's 24 buildings and prioritized recommendations for preventative maintenance measures for active facilities, capital projects, new or replacement facilities, and buildings to consider for future sale, demolition or repurposing. The highest priority projects include a new Community and Arts Center to replace the existing Community Center, reconstruction of Fire Station #27, reconstruction of Fire Station #29, reconstruction of the Service Center Admin Building, reconstruction of the Service Center Maintenance Bays, updated Service Center locker/changing and break rooms, updated Service Center Shop HVAC, Service Center covered parking, and upgrades to Fire Station #28. City Council directed staff to explore funding options for the highest priority projects.

On [November 14, 2024](#) (link to presentation), City Council approved the Citywide Parks Master Plan Update ([Parks Master Plan](#)) that included 111 potential projects that modernize or add amenities to the City's 14 parks with an estimated total cost of over \$37 million. In contrast to the original Parks Master Plan in 2017, the community input in the 2024 Update showed greater interest in upgrading or maintaining current amenities at a higher level, rather than adding new amenities.

On October 23, 2025, at a Special City Council Meeting, staff presented and received feedback on proposed amendments to the CIP that included replacement of playgrounds at four parks; preliminary planning for the replacement of two fire stations; and incorporation of the design and implementation phases of various major arterial roadway projects. City Council members expressed support of the proposed amendments and there were no public comments. Following the Special Meeting, at the regular City Council Meeting on October 23, 2025, California State Senator Dr. Aisha Wahab presented one million dollars in state funding to the City of Newark to support improvements at Jerry Raber Ash Street Park, one of the four new park projects.

On October 28, 2025, the projects included in the CIP amendment were presented to the City Planning Commission, and all projects were found to be in conformance with the City's General Plan.

On November 13, 2025, City Council adopted a resolution amending the 2024-2026 Biennial Budget and CIP to include additional parks, buildings, and infrastructure capital improvement projects.

## **DISCUSSION/ANALYSIS**

### **OVERVIEW OF THE CAPITAL IMPROVEMENT PLAN**

The City's Capital Improvement Plan (CIP) is a long-term strategic document approved by City Council that guides how the City prioritizes, plans, and funds various capital improvement projects. The City historically had prepared a biennial CIP, but is now updating to a new Five-Year CIP that prioritizes and identifies funding for projects on a five-year projection similar to the Five-Year Forecast used in the City's budget. The Five-Year CIP would be updated annually as part of the regular Budget update process, and also amended as necessary subject to City Council review and approval.

Guidance on preparation of the Five-Year CIP comes from the City's General Plan, Specific Plans, the adopted Biennial Budget, Master Planning documents (such as the Citywide Parks Master Plan Update and the City Facilities Master Plan), results of the 2025 Community Survey, the City's Strategic Priority Areas (foster a safe and healthy community, further economic vitality and housing for all, boost financial resilience and excellence in service delivery, modernize public facilities and infrastructure, and strengthen community through education and engagement), and direction from City Council.

CIP projects are generally defined as necessary work or study associated with the construction, reconstruction, erection, alteration, renovation, improvement, demolition, installation, or repair work involving any publicly owned, leased, or operated facility that involves a major (exceeding \$10,000 value) City asset that has a useful life exceeding one year. This definition combines the goals and policies of the City, the concept of asset capitalization used in the field of finance, and the definition of public projects used in the field of public works. Projects typically involve infrastructure, parks, facilities, new equipment, and associated studies.

Routine maintenance, repairs, and operating expenditures are not included in the CIP unless they are part of a larger capital project that materially extends asset life or capacity.

Infrastructure projects consist of significant work within the City's right-of-way, such as streets, sidewalks, curbs, gutters, streetlights, traffic signals and associated equipment. The City annually spends between \$1.5 million and \$5 million on these types of infrastructure projects on local streets funded from local, state and federal ongoing and grant revenue sources. Maintenance and repair efforts on local streets and sidewalks were completed last fall, and additional slurry and striping work are expected to be completed this spring. Design efforts are ongoing for the next round of local street repairs. In addition, there are several active projects along Thornton Avenue and rail crossings in various stages of environmental permitting and design. It is anticipated that the Draft Five-Year CIP will continue to invest in annual roadway repair and maintenance efforts as well as continuing work on the currently-active projects on major streets. It is also anticipated that the Draft Five-Year CIP

will include pedestrian safety improvements as well as projects identified in the General Plan environmental analysis and Traffic Impact Fee study.

Park projects consist of the renovation, replacement, and improvement of the public parks that the City owns and maintains. Funding for parks projects comes from a combination of park impact fees and grants. Several park projects within the 2024-2026 CIP list overlap and will be combined within the prioritized list in the Parks Master Plan. Active park projects in the current CIP, including four playground replacement projects, are anticipated to be completed this year. It is anticipated that the Draft Five-Year CIP will include the next round of high-priority projects identified in the Parks Master Plan, such as new park restrooms, improved sports facilities, playground replacements and improvements, and improved pathway lighting.

Facility projects consist of the renovation, construction, and improvement of the public buildings and facilities that the City owns and operates. Funding for building projects comes from a combination of capital funds and impact fees. Several building and facility projects within the current CIP list overlap and will be combined within the prioritized list in the Facilities Master Plan. Preliminary planning efforts for the reconstruction of Fire Stations #27 and #29 are anticipated to start this spring. Several facility improvements at the Silliman Center and Service Center are scheduled for implementation this year. It is anticipated that the Draft Five-Year CIP will include the active building and fire station projects, various technology and safety projects improvements identified from City staff, and the next round of high-priority projects identified in the Facilities Master Plan, such as improvements to the Service Center, improvements to Fire Station #28, and possibly a new Cultural Arts Center.

New equipment purchases primarily consist of new vehicles to support City staff. Funding for new equipment primarily comes from capital funds. It is anticipated that the Five-Year CIP will include a handful of new public works and police vehicles, new police technology, and new safety equipment.

Studies consist of large-scale planning and engineering efforts that directly or indirectly impact capital assets. Funding for these types of studies primarily comes from Development Maintenance Fees. It is anticipated that the Five-Year CIP will include continuation of several active studies and/or the implementation of said studies.

Projects within the Five-Year CIP represent only those projects that can reasonably be substantially completed given time, funding, and resource constraints. Criteria for project prioritization will be evaluated using the following categories for each proposed project:

Public Safety / Regulatory Compliance - How well does the project address life safety risks, emergency response capacity, or regulatory requirements

Infrastructure Condition / Asset Preservation - How well does the project rehabilitate or replace deteriorating infrastructure assets

Strategic Alliance with Council Goals - How well does the project support adopted strategic priorities or Council goals

Service Level Impact - How well does the project improve service delivery capacity or

operational efficiency

Financial Readiness / Funding Availability - How well does the project have funding sources identified or secured

Community Benefit / Economic Impact - How well does the project enhance community quality of life or economic vitality

Environmental Sustainability - How well does the project improve climate resilience, energy efficiency, or environmental outcomes

Project Readiness - How well are the projects environmental review or design completion; how ready is the project for implementation

In April, staff will present to Council a proposed prioritized list of projects to be included in the Five-Year CIP. After receiving feedback from Council, staff will present to Council a Draft Five-Year CIP at a Council meeting later this spring.

## CENTRAL AVENUE OVERPASS PROJECT

Currently, the largest dollar CIP project is the Central Avenue Overpass Project (Overpass Project). The Overpass Project is for the planning, design and construction of four vehicular lanes, bike lanes, and sidewalks bridging over the railroad crossing on Central Avenue between Sycamore Street and Filbert Street. The necessity of the Overpass Project was originally to provide enhanced vehicular, bicycle and pedestrian safety, improve emergency response times, and eliminate conflicts between rail traffic and the public, and is currently envisioned in the City's General Plan (Action T-6.C). The site of the Overpass Project is extremely challenging with difficult soil conditions, conflicting utilities requiring relocation, and the need for additional rights-of-way for construction. The Overpass Project is in the midst of final design plans and coordination with neighboring properties and utilities. The following summarizes the current estimated funding sources and amounts:

\$16 million 2002 Measure B with Alameda County Transportation Commission (ACTC)

\$40 million 2014 Measure BB with ACTC

\$0.6 million Congestion Management Agency Transportation Improvement Funding with ACTC

\$3.4 million Dumbarton Transit Oriented Development Fees with City of Newark

\$8.3 million Traffic Impact Fees

\$0.5 million Reimbursement from Union Pacific Railroad (unsecured)

\$10.2 million Reimbursements from Alameda County Water District, Union Sanitary District and other utilities (unsecured)

\$79 million TOTAL

City Council approved a Project Funding Agreement with Alameda County Transportation Commission (ACTC) in 2013 which assumed, at that time, a total project cost of \$20 million. The Project Funding Agreement was amended and updated multiple times with the latest version in 2024 obligating approximately \$5.7 million in Measure B funding to reimburse the City for design and right-of-way efforts, and includes a project funding plan assuming approximately \$59.9 million total project cost with \$10.3 million Measure B plus \$40.0 million Measure BB capped future funding for the construction phase. To-date, approximately \$3.3 million has been submitted to

ACTC for reimbursement of which approximately \$2.94 million has been received.

Updated cost estimates prepared for the Overpass Project reflect significant increases in costs for right-of-way and easements needed for construction as well as construction management, inspection, and other administrative costs. The total cost is now estimated to be approximately \$131 million (estimated in 2031 dollars) resulting in a funding shortfall of approximately \$52 million depending on the construction cost index and actual date of construction start.

Staff and the Overpass Project consultants conducted a constructability and value engineering review as well as sought various alternative funding sources, such as Federal and State rail crossing reduction grants, but these sources fall far short of closing the funding gap. Preliminary discussions with ACTC staff confirmed that additional regional funding is not available, and that the City could request reallocating remaining Measures B and BB funding for the Overpass Project to other eligible transportation improvement projects. Alternative eligible projects from Measure B and BB funding could include, but not be limited to, signal interconnections, improvements along major roadways, transit projects, bike and/or pedestrian pathways, and technologies that improve transportation. Reallocation of ACTC funding is subject to ACTC review and approval. In addition, alternative eligible projects from the \$3.4 million collected Dumbarton Transit Oriented Development (TOD) Fees can include any project-wide TOD transportation improvements, and alternative eligible projects from the \$8.3 million collected Traffic Impact Fees can include improvements to certain traffic intersections, transit station, and a transit station bike overcrossing identified in the associated Traffic Impact Fee Analysis.

A study by the City's traffic consultant, Fehr & Peers, was conducted in late 2025 to investigate whether the train-related gate-down times pose a delay to the traffic flow along Central Avenue, including impacts at the intersections on Central Avenue with Filbert Street, Morton Avenue and Sycamore Street. During a 7-day period, 154 passenger and 49 freight trains were documented with average gate-down times of 2.2 minutes and 2.6 minutes respectively, and maximum gate-down times of 4.4 and 7.4 minutes respectively. During the weekdays, most crossings occurred between 11 AM and 2 PM which do not coincide with the AM and PM peak vehicle commute hours. During the weekend days, only passenger train crossings were observed and spread more evenly across the day. Analysis at the intersections showed minimal vehicular delays and queueing associated with train crossing events. The study concluded that the Overpass Project is not necessary based on existing vehicular operational results. It should be noted, however, that long-term future rail traffic and conditions are unknown at this time.

## CULTURAL ARTS CENTER

Currently, the second largest contemplated Draft Five-Year CIP project is the Cultural Arts Center. This project consists of the demolition of the existing Community Center, and its replacement with the planning, design and construction of a new Cultural Arts Center.

The Newark Community Center, located at 35501 Cedar Boulevard, was built in 1968 with nearly 14,000 square feet on a single-story building. What was once a community space for city activities and programs has now become a building with significant water intrusion and damage and is mostly unoccupiable to the public except for opportunities to rent out rooms for personal events and parties and the Newark Chamber of Commerce office. In the center of the building is a large courtyard that connects the Newark Community Center to the Newark Community Center Annex, which is presently used for a preschool childcare program.

The Facilities Master Plan recommends the Newark Community Center be replaced with a Cultural Arts Center. During the community engagement phase of preparing the Facilities Master Plan, input was collected to determine options for the size and associated amenities of the Cultural Arts Center. These include an 18,000 square-foot single-story building estimated to cost \$37.0 million (in 2029 dollars) with a lobby/reception, community gallery, preschool classrooms, art classroom, staff support spaces, room for the Chamber of Commerce, divisible community room, and parking for 60-130 spaces; a 25,000 square foot single or two story building estimated to cost \$53.2 million (in 2029 dollars) that additionally includes meeting rooms, a conference room, senior lounge, a consultation room, cafe and vending, and parking for 80-150 spaces; and a 32,000 square feet two-story building estimated to cost \$67.7 million (in 2029 dollars) that additionally includes a dance studio, music room, arts/ceramics studio, and parking for 105-175 spaces.

If the Community Center building remains, the preventative maintenance costs contained in the Facilities Maintenance Plan are estimated to be approximately \$3.1 million over the next 5 years followed by approximately \$7.6 million over the following 20 years. This does not include unforeseen and on-going day-to-day maintenance as the facility is continuously aging nor does it include costs for roof repairs, mold remediation, and other associated repair costs.

## NEXT STEPS

Staff anticipates utilizing excess revenues from Measure GG and Measure LL to help fund capital projects directly or through repayment of debt. Maximum borrowing capacity from Measure GG and Measure LL varies from approximately \$56 million for a 15-year term to \$63 million for a 17-year term. Annual debt obligation is estimated to be approximately \$5.4 million. The borrowing capacity from these funding sources is not enough to fund both the shortfall of the Overpass Project and any of the options of the Cultural Arts Center Project. The following are options for Council consideration:

Option 1 (staff recommendation): Suspend the Overpass Project and work with ACTC to reallocate applicable funding to alternative transportation projects. In addition, refine funding analysis and options to pay for the Cultural Arts Center.

Option 2: Do not initiate the Cultural Arts Center Project; and use excess Measure GG and Measure LL revenues to fully pay for the Overpass Project.

Option 3: Suspend the Overpass Project and work with ACTC to reallocate applicable funding to alternative transportation projects; do not initiate the Cultural Arts Center Project; and direct staff to identify alternative projects, such as additional parks or facilities projects, that can be funded by the excess Measure GG and Measure LL revenues.

A Five-Year CIP City Council Work Session is planned for April to review and receive input on a draft list of prioritized projects followed by a presentation of the Draft Five-Year CIP to City Council later this spring. After Council reviews and provides direction on the Draft Five-Year CIP, staff will arrange for Planning Commission to review the Draft Five-Year CIP for conformance with the City's General Plan, and then have the Final Five-Year CIP be considered by City Council at the time of budget adoption in May or June.

### **FISCAL IMPACT**

While this item does not authorize an immediate appropriation or expenditures, there may be significant fiscal impacts based on Council direction and future adoption of the 5-Year CIP. Staff will present detailed impacts as part of a future presentation once the Draft Five-Year CIP is ready for Council review.

### **STRATEGIC PRIORITY AREA**

Foster a Safe and Healthy Community  
Boost Financial Resilience and Excellence in Service Delivery  
Modernize Public Facilities and Infrastructure

### **REVIEW AND APPROVAL**

Prepared by - Miki Tsubota, City Engineer  
Reviewed by - Howard Young, Public Works Director  
Reviewed by - Krysten Lee, Finance Director  
Reviewed by - Kristopher J. Kokotaylo, City Attorney  
Approved by - David J. Benoun, City Manager

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### **Attachments**

Presentation  
Excerpt Parks Master Plan  
Excerpt Facilities Master Plan



# **Five-Year Capital Improvement Plan: Central Avenue Overpass and Cultural Arts Center Projects**

March 26, 2026



# Purpose

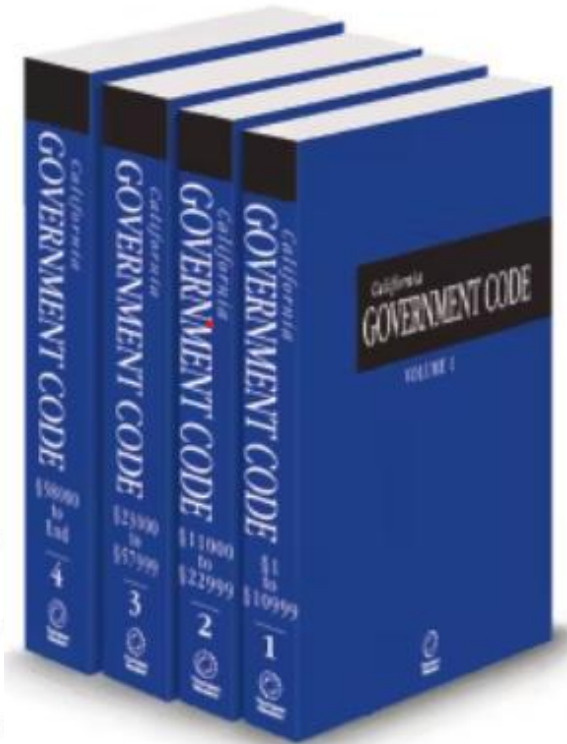
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- 5-Year Capital Improvement Plan Overview
- Council Feedback on Funding Projects
  - Central Avenue Overpass
  - Cultural Arts Center
- Next Steps

# Capital Improvement Plan: Project Definition

## What is a Capital Improvement Project?

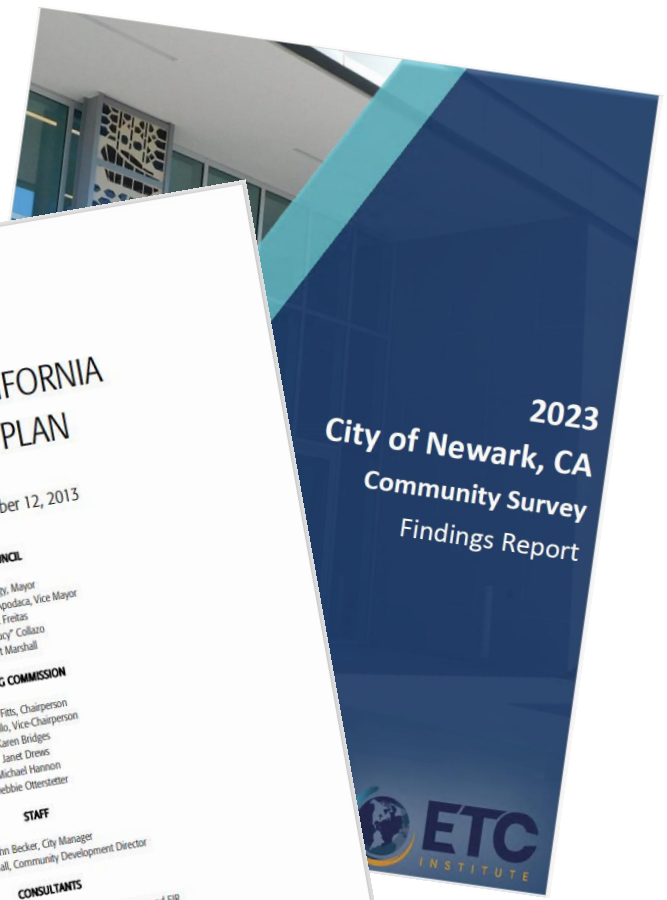
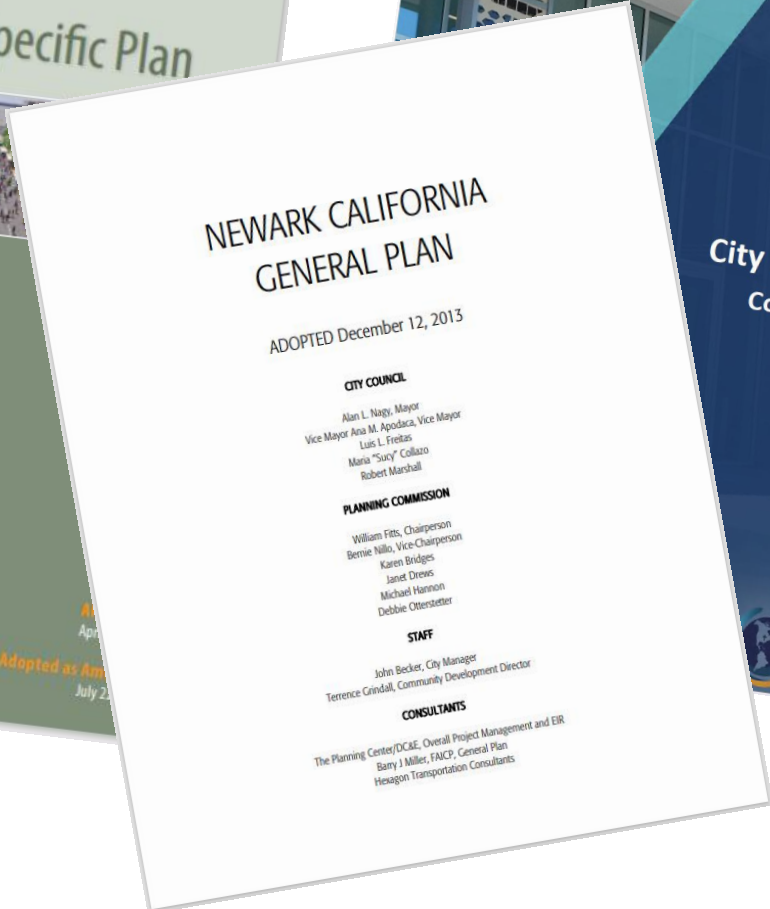
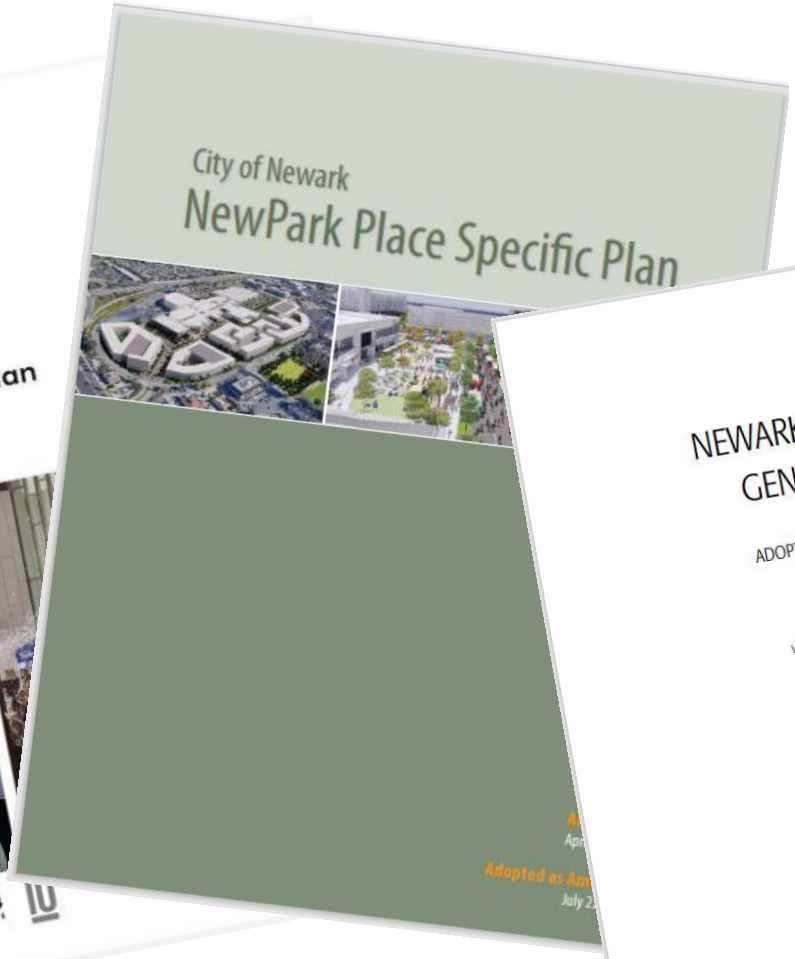
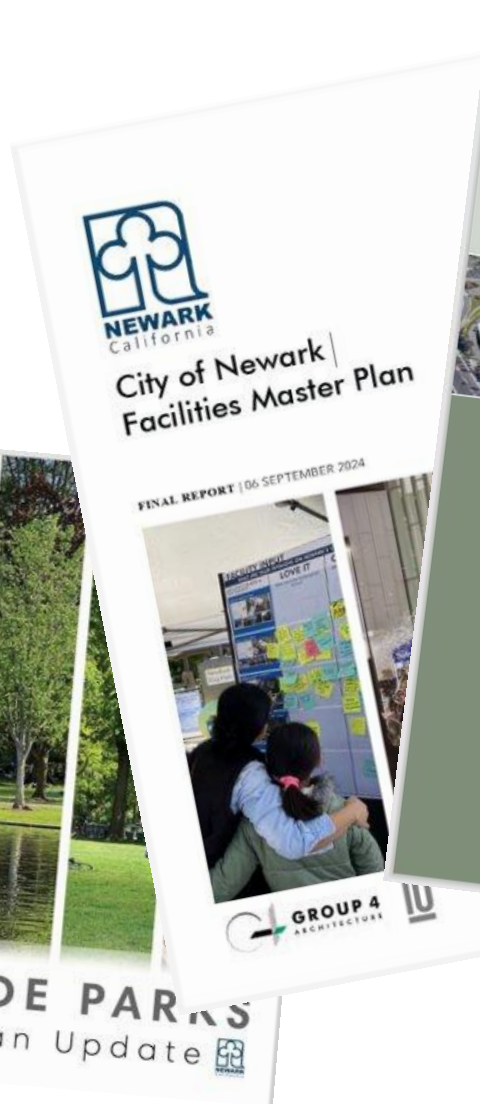
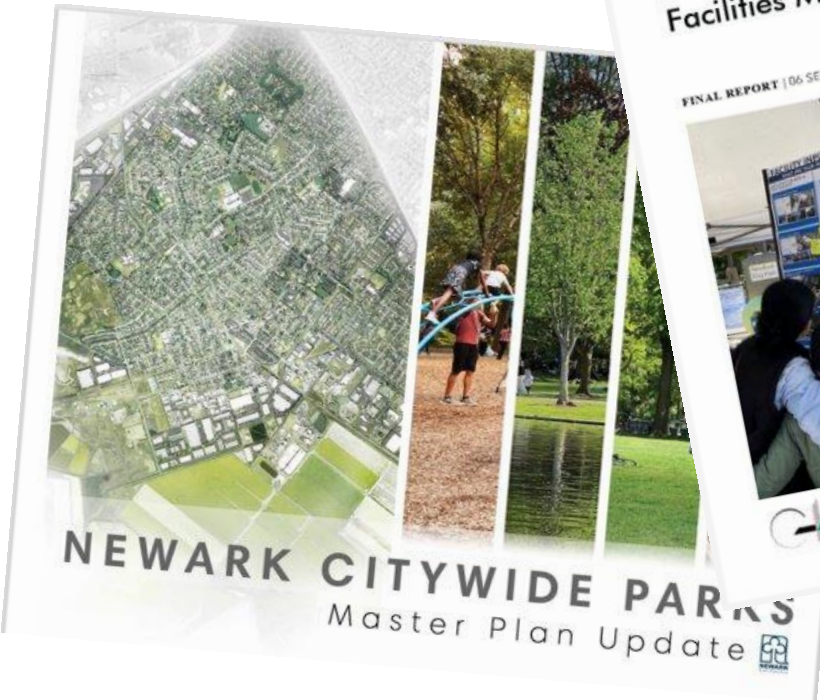
- Project or significant study
- Needed
- Capitalized asset
- Reasonably anticipated to be completed
- Approved by City Council





# Capital Improvement Plan: Guiding Documents

How do we identify a Project?



# Capital Improvement Plan: Project Scoring

## How are projects prioritized?

- Public Safety / Regulatory Compliance
- Infrastructure Condition / Asset Preservation
- Strategic Alliance with Council Goals
- Service Level Impact
- Financial Readiness / Funding Availability
- Community Benefit / Economic Impact
- Environmental Sustainability
- Project Readiness



# Capital Improvement Plan: Funding

## How are projects funded?

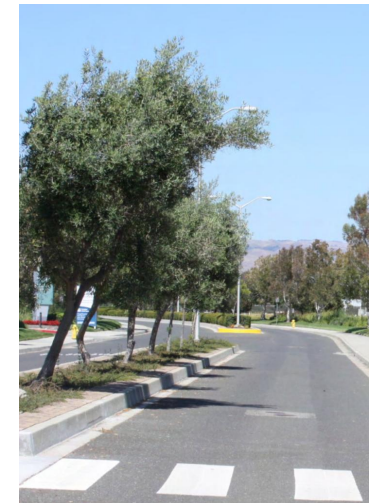
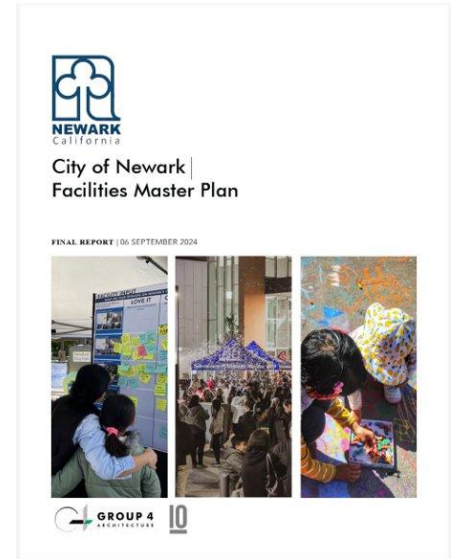
- Unrestricted (\$ varies)
  - Measure GG
  - Measure LL
- Restricted (\$ varies)
  - Gas tax; Regional Funding; Measure BB
  - Impact Fees
  - Development Maintenance Fees
  - Grants
- Debt (capacity of \$56 million to \$63 million)



# Capital Improvement Plan: Project Types

## What are the types of CIP Projects ?

- Infrastructure
- Parks
- Facilities
- New Equipment
- Studies



# Capital Improvement Plan: Overview

## What is a Five-Year Capital Improvement Plan?

- Long-range planning and budgeting tool used to identify, prioritize, and fund capital improvement projects.
- It helps the City:
  - Maintain and improve physical assets
  - Align investments with community goals
  - Ensure responsible financial planning and transparency
- Regularly updated on a rolling basis





# Capital Improvement Plan: Current Projects

Translate | City Council Agenda | Council | Jobs | Municipal Code | Other Agendas | Contact Us

Newark California

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Community Development  
Finance  
Fire  
Green Newark  
Human Resources  
Information Technology Department  
Parks  
Police  
Public Works  
Capital Improvement Program  
**Capital Projects**  
Bid Openings and RFP's  
Building Inspection Division  
Engineering Division  
Maintenance Division  
Recreation and Community Services  
Storm Season is Here  
Recycling & Waste Reduction

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Most Requested

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## Capital Projects

Font Size: [+] [x] [-] Share & Bookmark Feedback Print

This page highlights active Capital Projects. The projects are currently in various stages of planning, design, or construction. Click on any project to explore details about its progress, current status, and funding sources. Information relating to project cost and schedule is preliminary and subject to change at any time as the project develops.

This page will be updated continuously with new projects and status updates to current ones.

Project funding includes sources from Alameda County Transportation Commission.

- Park Improvements >
- Quiet Zones >
- Annual Sidewalk and Roadway Improvements (Pedestrian Ramps; Curb & Sidewalk; Striping; Slurry Seal) >
- Thornton Avenue Overlay Phase 1 (I-880 to Olive St.) and Phase 2 (Ash St. to Spruce St.) >
- Old Town Streetscape >
- Central Avenue Grade Separation >
- Reconstruct Fire Stations #27 and #29 - Preliminary Planning >

Translate | City Council Agenda | Council | Jobs | Municipal Code | Other Agendas | Contact Us

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**Bid Openings and RFP's**  
Bid Opening Documents  
Building Inspection Division  
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Recycling & Waste Reduction


Search

Most Requested

Departments » Public Works »

## Bid Openings and RFP's

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- Request for Proposal – Municipal Regional Stormwater >
- Request for Proposal – Project Management Services >
- Replacement of Air Handler at Silliman Aquatic Center >
- Request for Proposal – Comprehensive Update to Newark's Transition Plan >
- Project 1310 UST Removal & Disposal >
- Projects CIPA10001 and CIPA10007-FY2026 >
- Projects 1310, 1330, 1334, and 1335 >
- Playground Equipment Replacement & Park Improvements >

# Central Avenue Overpass

## Project Highlights

- 4-Lane Bridge with bike lanes and sidewalks over UPRR
- Purpose to enhance circulation, safety, and eliminate rail traffic conflicts
- Challenging site conditions
- Currently in design phase





# Central Ave Overpass: Financial Status

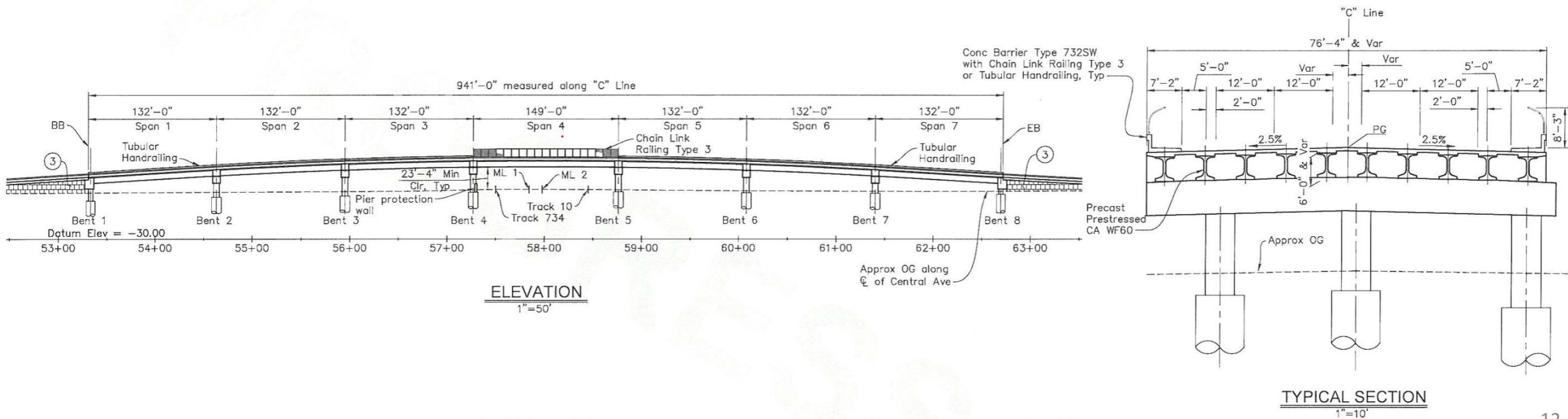
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- **Available Funding: \$79 M**
  - \$16 M Measure B
  - \$40 M Measure BB
  - \$0.6 M Congestion Management Agency Transportation Improvement
  - \$3.2 M Dumbarton Transit Oriented Development Fees
  - \$8.3 M Traffic Impact Fees
  - \$0.5 M Railroad Reimbursement
  - \$10.2 M Utility Reimbursements
- **Estimated Project Cost: \$131 M (in 2031 dollars)**
- **PROJECT SHORTFALL: \$52 M**
  - Funding Agreement spent to-date: \$3.46 M
  - Reimbursed to-date: \$2.94 M

# Central Ave Overpass: Value Engineering

## Areas of Project Review

- Bridge foundation design
- Bridge structural width
- Bridge structural length
- Utility relocations



# Central Ave Overpass: Possible Eligible Projects

- \$16M Measure B plus \$40M Measure BB
- Possible eligible projects:
  - Signal interconnection improvements
  - Improvements along major roadways
  - Transit projects
  - Transportation improvement technology
- Subject to ACTC review and approval





# Cultural Arts Center

## Project Highlights

- Demolition and reconstruction of the Community Center
- Prioritized project in the Facilities Master Plan
- Programming based on extensive community engagement

		Project Costs	Immediate & Short Term	Near Term (3-5 yrs.)	Mid Term (5-10 yrs.)	Long Term (11-20 yrs.)
<b>AQUATICS</b>	Improvement to George M. Silliman Center <ul style="list-style-type: none"> <li>• Updated pool amenities</li> <li>• Improve Check-in and Staff Workspaces</li> <li>• Ninja Cross and Aquatic Fitness</li> </ul>	\$7-9M (\$5-6M) (\$1-1.5M) (\$1-1.5M)			✓	
<b>COMMUNITY &amp; ARTS</b>	New 18-32k SF Community & Arts Center @ Community Park	\$31-56M	✓			
<b>RECREATION</b>	Improvement to Silliman Center <ul style="list-style-type: none"> <li>• Improved Storage</li> <li>• Evaluate underutilized space for additional program opportunities</li> <li>• Evaluate additional gym and courts w/indoor walk/run track</li> </ul>	\$3-4M \$23-28M				✓ ✓
<b>DAVID W. SMITH CITY HALL</b>	Minor improvements to David W. Smith City Hall	\$1.5-2M				✓
<b>SERVICE CENTER</b>	Improvements to Newark Service Center <ul style="list-style-type: none"> <li>• New Admin Building</li> <li>• New maintenance bays (4)</li> <li>• Update locker/changing rooms and break room</li> <li>• Update HVAC in Shop Bldg.</li> <li>• Additional covered parking</li> </ul>	\$18.5-23M (\$3-4M) (\$7-8M) (\$2-3M) (\$.5-1M) (\$6-7M)			✓	
<b>FIRE</b>	New 8-10k Fire Station 27 New 8-10k Fire Station 29 Upgrades to Fire Station 28	\$15-19M \$15-19M \$1.5-2M	✓ ✓		✓	
<b>POLICE</b>	Minor improvement to Newark Police Department	\$2-2.5M			✓	
<b>SAFETY ISSUES</b>			\$52-500K			
<b>MAINTENANCE</b>			\$4.5-12.3M	\$7.4-10M	\$15.7-20.5M	\$45-57.6M



# Cultural Arts Center: Options

---

## Option A:

- 18,000 square feet, 1-story, \$37.0 million
- Lobby, gallery, classrooms, staff support, Chamber of Commerce, community room

## Option B:






- 25,000 square feet, 1 or 2-story, \$53.2 million
- Option A plus meeting room, conference room, senior lounge, consultation room, café and vending.

## Option C:

- 32,000 square feet, 2-story, \$67.7 million
- Options A & B plus dance studio, music room, arts/ceramics studio













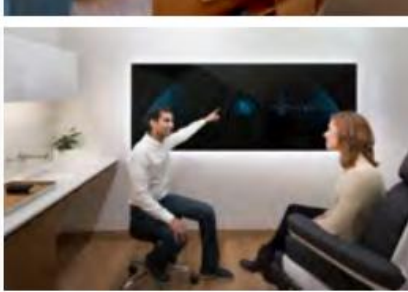


# Cultural Arts Center: Option A (\$37 million)

<p>LOBBY/ RECEPTION 16-20 PEOPLE</p> 	<p>+ STAFF SUPPORT SPACES 6-8 PEOPLE</p> 
<p>COMMUNITY GALLERY</p> 	<p>CHAMBER OF COMMERCE</p> 
<p>2 PRESCHOOL CLASSROOMS 30-36 PEOPLE</p> 	<p>COMMUNITY ROOM Divisible into 2; 500 people assembly, 300 banquet</p> 
<p>ART/ MAKER CLASSROOM 34-48 PEOPLE</p> 	



# Cultural Arts Center: Option B (\$53.2 million)

<p>LOBBY/ RECEPTION 16-20 PEOPLE</p> 	<p>+ STAFF SUPPORT SPACES 6-8 PEOPLE</p> <p>CUSTOMER SERVICE</p> 	<p>2 MEETING ROOMS 30-36 PEOPLE</p> 	<p>CAFE &amp; VENDING</p> 
<p>COMMUNITY GALLERY</p> 	<p>CHAMBER OF COMMERCE</p> 	<p>CONFERENCE ROOM 16-20 PEOPLE</p> 	
<p>2 PRESCHOOL CLASSROOMS 30-36 PEOPLE</p> 	<p>COMMUNITY ROOM Divisible into 2; 500 people assembly, 300 banquet</p> 	<p>SENIOR LOUNGE</p> 	
<p>ART/ MAKER CLASSROOM 34-48 PEOPLE</p> 	<p>COMMUNITY ROOM</p> 	<p>CONSULTATION ROOM</p> 	



# Cultural Arts Center: Option C (\$67.7) million

<b>LOBBY/ RECEPTION</b> 16-20 PEOPLE	<b>STAFF SUPPORT SPACES</b> 6-8 PEOPLE	<b>2 MEETING ROOMS</b> 30-36 PEOPLE	<b>CAFE &amp; VENDING</b>
<b>COMMUNITY GALLERY</b>	<b>CHAMBER OF COMMERCE</b>	<b>CONFERENCE ROOM</b> 16-20 PEOPLE	<b>DANCE STUDIO</b>
<b>2 PRESCHOOL CLASSROOMS</b> 30-36 PEOPLE	<b>COMMUNITY ROOM</b> Divisible into 2; 500 people assembly, 300 banquet	<b>SENIOR LOUNGE</b>	<b>MUSIC ROOM</b>
<b>ART/ MAKER CLASSROOM</b> 34-48 PEOPLE	<b>CONSULTATION ROOM</b>	<b>ARTS/ CERAMICS STUDIO</b>	

# Cultural Arts Center: Options



**OPTION A**

**OPTION B1**  
(one-story)

**OPTION B2**  
(two-story)

**OPTION C**





# Summary

---

- Excited about new projects in the Five-Year CIP
- We have an option to borrow up to \$63 million
- Overpass Project cost \$131 million, and has a funding shortfall of \$52 million
- Cultural Arts Center requires \$37.0 million to \$67.7 million



# Options

---

## **Option 1 (Staff Recommendation):**

- Suspend Overpass Project and work to reallocate funds to other viable City projects
- Refine funding analysis to pay for the Cultural Arts Center

## **Option 2:**

- Refine funding analysis to pay for the Overpass Project
- No Cultural Arts Center project

## **Option 3:**

- Suspend Overpass Project and work to reallocate funds to other viable City projects.
- No Cultural Arts Center project.
- Refine funding analysis for alternative projects



## Next Steps

---

- April - Council work session to review Draft Projects
- May – Council review Draft 5-Year Capital Improvement Plan
- May/June – Council adoption of 5-Year Capital Improvement Plan



Citywide Parks Master Plan

# NEWARK CITYWIDE PARKS

Master Plan Update



SUSAN JOHNSON BRIDGEPOINTE PARK



MIRABEAU PARK



NEWARK COMMUNITY PARK



MACGREGOR PLAY FIELDS



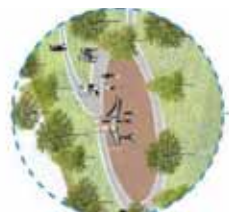
LAKESHORE PARK



MUSICK PARK



BYINGTON PARK



CEDAR BOULEVARD LINEAR PARK



GRAND PARK



MAYHEWS LANDING PARK



JERRY RABER ASH ST PARK



CIVIC CENTER PARK



BIRCH GROVE PARK



SPORTSFIELD PARK



SHIRLEY SISK GROVE



SANCTUARY PARK

FIGURE 2 – BIRCH GROVE PARK



\*In the detail design process the potential of adding youth baseball fields, with dirt infields, should be considered. This consideration should consider the relative level of utilization of different field types.

FIGURE 3 – BYINGTON PARK



FIGURE 4 – CEDAR BOULEVARD LINEAR PARK 1



FIGURE 5 – CEDAR BOULEVARD LINEAR PARK 2

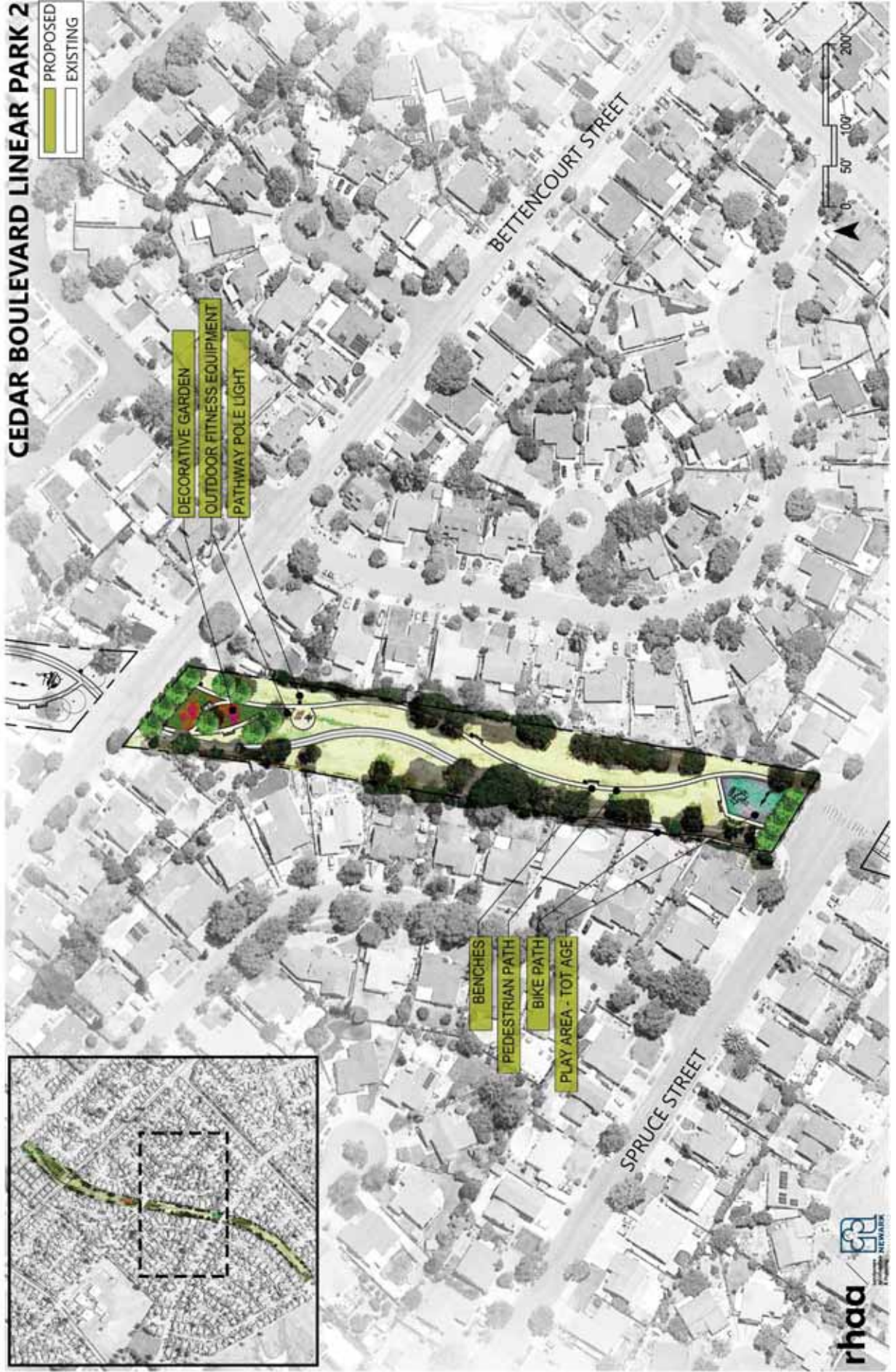


FIGURE 6 – CEDAR BOULEVARD LINEAR PARK 3



FIGURE 7 – CEDAR BOULEVARD LINEAR PARK 4



FIGURE 9 – GRAND PARK

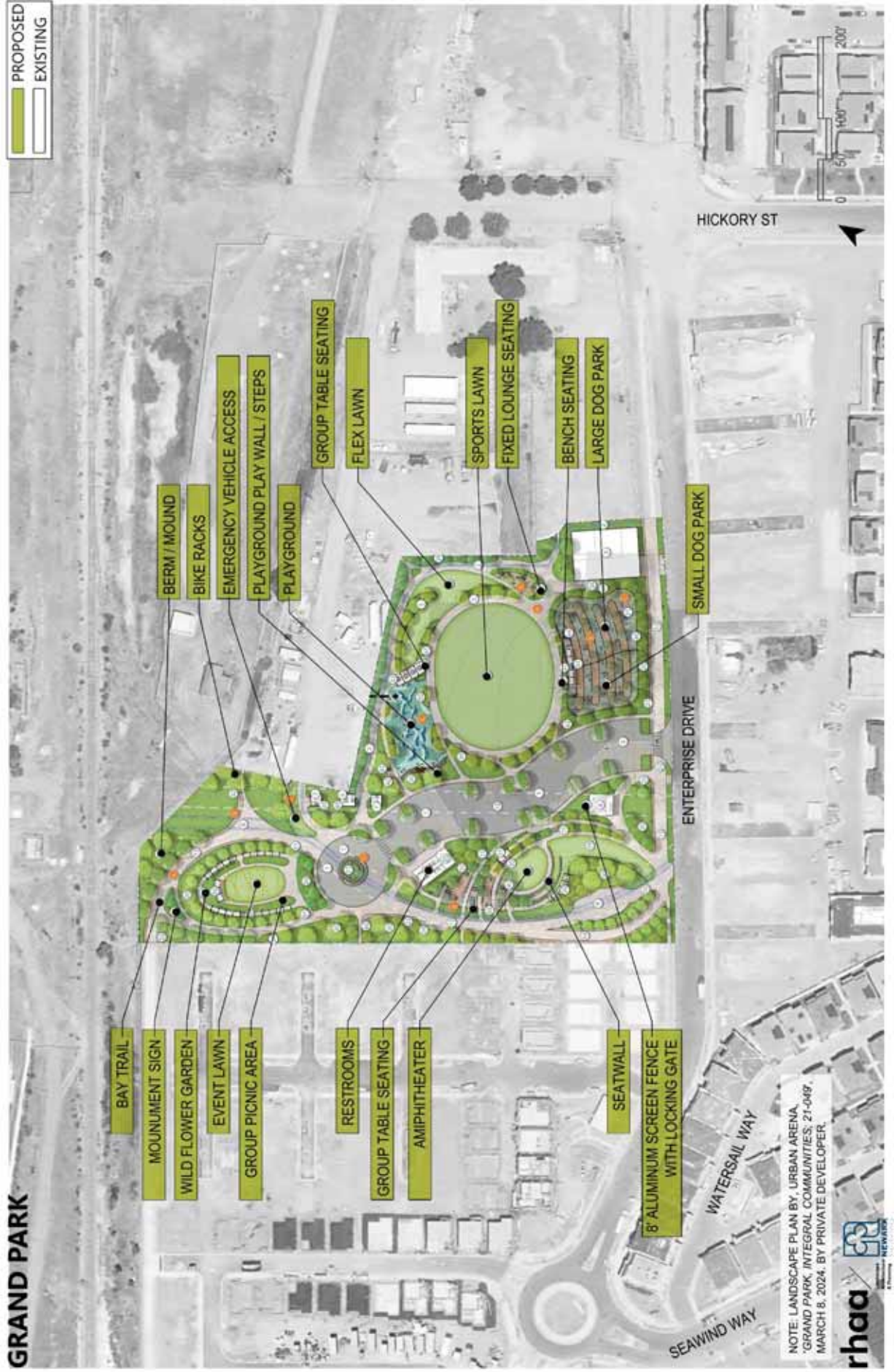


FIGURE 10 – JERRY RABER ASH STREET PARK



FIGURE 11 – LAKESHORE PARK 1



FIGURE 12 – LAKESHORE PARK 2



FIGURE 13 – LAKESHORE PARK 3



FIGURE 14 – LAKESHORE PARK 4



FIGURE 15 – MACGREGOR PLAYFIELDS



FIGURE 17 – MIRABEAU PARK



FIGURE 18 – MUSICK PARK



FIGURE 19 – NEWARK COMMUNITY PARK

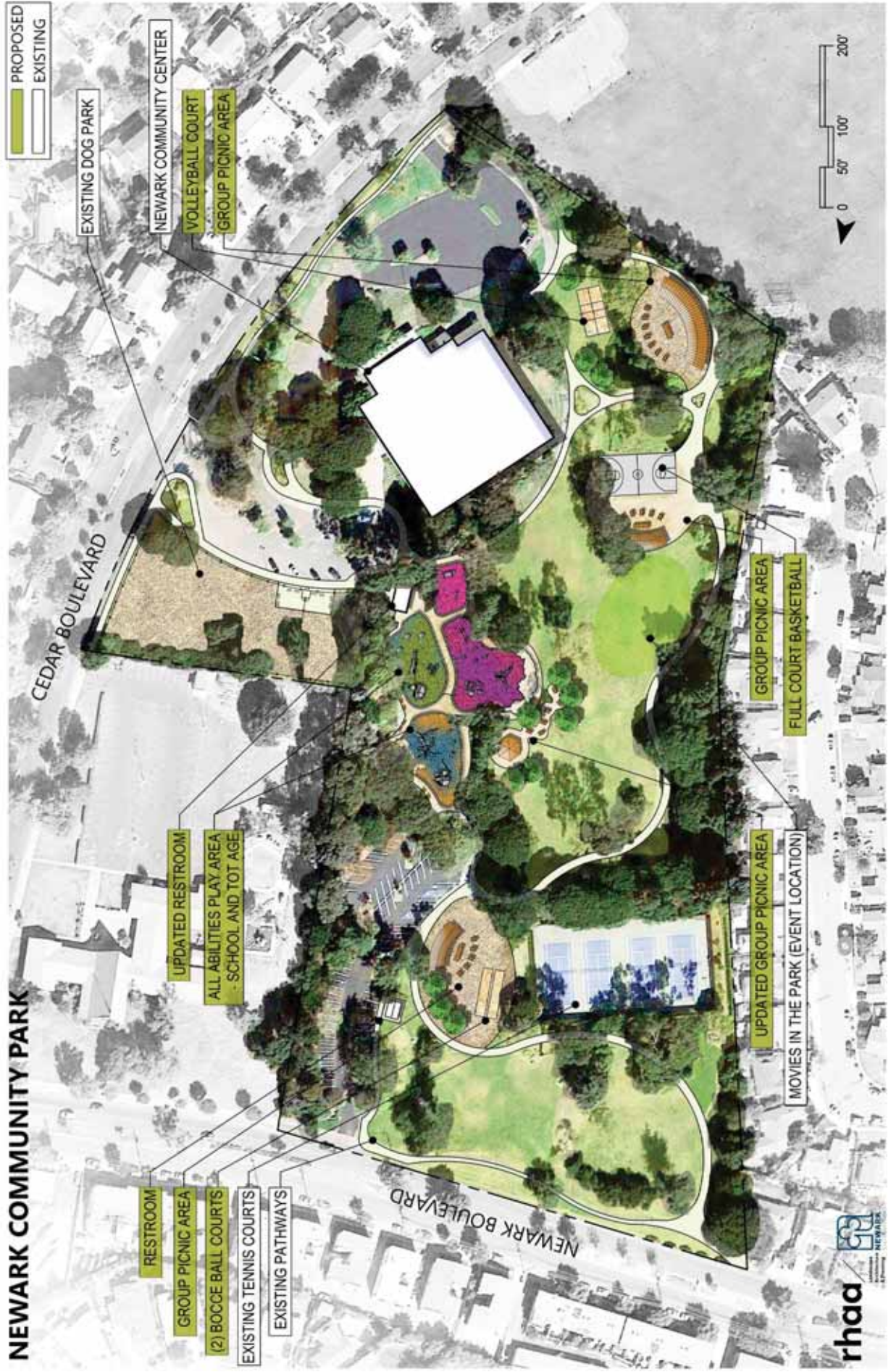


FIGURE 20 – SANCTUARY PARK



FIGURE 21 – SHIRLEY SISK GROVE



FIGURE 22 – SPORTSFIELD PARK 1



FIGURE 23 – SPORTSFIELD PARK 2



FIGURE 24 – SUSAN JOHNSON BRIDGEPOINTE PARK



## Project Priority List

Amenity	Cost	Priority Group
Ash Street Park - GENERAL AMENITIES	\$ 11,772.00	1
Ash Street Park - SPORT FACILITIES	\$ 264,330.00	1
Ash Street Park - UPDATED PLAYGROUND	\$ 823,878.00	1
Birch Grove - UPDATED PLAYGROUNDS	\$ 2,316,218.00	1
Community Park - ALL ABILITIES PLAY AREA	\$ 2,615,368.50	1
Community Park - NEW RESTROOM	\$ 381,868.00	1
Mirabeau Park - PLAYGROUND 2	\$ 58,417.20	1
Mirabeau Park - UPDATED PLAYGROUND	\$ 560,104.20	1
Sportsfield Park - GENERAL AMENITIES	\$ 15,363.00	1
Sportsfield Park - NEW RESTROOM AND CONCESSION STAND	\$ 675,000.00	1
Sportsfield Park - PLANTING AND IRRIGATION	\$ 17,313.75	1
Sportsfield Park - SPORT FACILITIES	\$ 1,442,448.00	1
Sportsfield Park - UPDATED PEDESTRIAN PATHWAY	\$ 527,145.30	1
Bridgepoint Park - PLAYGROUND 1	\$ 1,168,357.50	2
Bridgepoint Park - PLAYGROUND 2	\$ 58,417.20	2
Civic Center Park - SPORT FACILITIES	\$ 60,480.00	2
Civic Center Park - UPDATED PLAYGROUND 1	\$ 835,528.50	2
Civic Center Park - UPDATED PLAYGROUND 2	\$ 510,462.00	2
Community Park - PATHWAY POLE LIGHT	\$ 202,500.00	2
Lakeshore Park - NEW RESTROOM	\$ 382,833.00	2
Lakeshore Park - PATHWAY POLE LIGHT	\$ 121,500.00	2
MacGregor - GENERAL AMENITIES	\$ 11,772.00	2
MacGregor Playfields - GRADING	\$ 202,500.00	2
Mayhews Park - PLAYGROUND	\$ 1,398,775.50	2
Byington Park - GENERAL AMENITIES	\$ 16,510.50	3
Byington Park - PEDESTRIAN PATHWAY	\$ 64,226.00	3
Byington Park - UPDATED PLAYGROUND	\$ 675,999.00	3
Civic Center Park - FENCE	\$ 36,720.00	3
Linear Park - GENERAL AMENITIES	\$ 23,044.50	3
Linear Park - OUTDOOR FITNESS AREA 1	\$ 63,801.00	3
Linear Park - PATHWAY POLE LIGHT	\$ 114,750.00	3
Linear Park - PEDESTRIAN PATHWAY	\$ 449,955.00	3
Linear Park - PICNIC TABLES AND BENCHES	\$ 482,355.00	3
Linear Park - PLANTING AND IRRIGATION	\$ 54,675.00	3
Linear Park - PLAYGROUND 1	\$ 661,054.50	3
Sportsfield Park - PLAYGROUND 1	\$ 987,673.50	3
Sportsfield Park - PLAYGROUND 2	\$ 500,134.50	3
Birch Grove - GENERAL AMENITIES	\$ 35,316.00	4
Birch Grove - SEATING AREAS	\$ 97,659.00	4
Birch Grove - SPORT FACILITIES	\$ 177,924.60	4
Community Park - GENERAL AMENITIES	\$ 37,098.00	4
Community Park - GROUP PICNIC AREA 1	\$ 208,710.00	4
Community Park - GROUP PICNIC AREA 2	\$ 121,269.15	4
Community Park - PLANTING AND IRRIGATION	\$ 10,935.00	4
Community Park - SPORT FACILITIES	\$ 132,840.00	4

## Project Priority List

MacGregor - LIGHTING	\$ 337,500.00	4
Sportsfield Park - GROUP PICNIC AREA 1	\$ 279,292.05	4
Sportsfield Park - GROUP PICNIC AREA 2	\$ 31,305.15	4
Ash Street Park - GROUP PICNIC AREA	\$ 66,441.60	5
Birch Grove - GROUP PICNIC AREAS W/ SHELTER 1	\$ 298,849.50	5
Birch Grove - GROUP PICNIC AREAS W/ SHELTER 2	\$ 42,953.63	5
Lakeshore Park - GENERAL AMENITIES	\$ 11,772.00	5
Lakeshore Park - OUTDOOR FITNESS AREA 1	\$ 65,627.55	5
Lakeshore Park - OUTDOOR FITNESS AREA 2	\$ 288,666.45	5
Lakeshore Park - PICNIC TABLES AND BENCHES	\$ 495,855.00	5
Lakeshore Park - PLANTING AND IRRIGATION	\$ 4,556.25	5
Lakeshore Park - PLAYGROUND	\$ 1,396,348.20	5
Musick Park - FENCE	\$ 33,264.00	5
Musick Park - UPDATED PLAYGROUND	\$ 921,099.60	5
Sportsfield Park - OUTDOOR FITNESS AREA	\$ 298,335.15	5
Birch Grove - BIKE SKILLS PARK	\$ 520,695.00	6
Civic Center Park - GENERAL AMENITIES	\$ 16,510.50	6
Civic Center Park - GROUP PICNIC AREA	\$ 222,966.00	6
Civic Center Park - PLANTING AND IRRIGATION	\$ 4,556.25	6
Civic Center Park - RESTROOM	\$ 405,000.00	6
Community Park - GROUP PICNIC AREA 3	\$ 299,652.75	6
Community Park - GROUP PICNIC AREA 4	\$ 182,736.00	6
Lakeshore Park - OUTDOOR FITNESS AREA 3	\$ 118,172.25	6
Lakeshore Park - OUTDOOR FITNESS AREA 4	\$ 226,008.90	6
Mayhews Park - GENERAL AMENITIES	\$ 11,772.00	6
Mayhews Park - OUTDOOR FITNESS AREA	\$ 306,294.75	6
Mayhews Park - UPDATED GROUP PICNIC AREA	\$ 127,075.50	6
Ash Street Park - DECORATIVE GARDEN	\$ 325,603.80	7
Ash Street Park - PLANTING AND IRRIGATION	\$ 19,136.25	7
Birch Grove - PLANTING AND IRRIGATION	\$ 40,095.00	7
Birch Grove - SPLASH PAD	\$ 540,000.00	7
Bridgepoint Park - GENERAL AMENITIES	\$ 9,477.00	7
Bridgepoint Park - SPORT FACILITIES	\$ 40,500.00	7
Musick Park - BENCHES	\$ 8,100.00	7
Musick Park - GENERAL AMENITIES	\$ 10,624.50	7
Sanctuary Park - GENERAL AMENITIES	\$ 15,363.00	7
Sanctuary Park - GROUP PICNIC AREA 1	\$ 29,025.00	7
Sanctuary Park - PEDESTRIAN PATHWAY	\$ 143,094.60	7
Sanctuary Park - PLAYGROUND 1	\$ 604,503.00	7
Sanctuary Park - PLAYGROUND 2	\$ 638,887.50	7
Sisk Grove - GENERAL AMENITIES	\$ 15,363.00	7
Sisk Grove - PEDESTRIAN PATHWAY	\$ 265,963.50	7
Sisk Grove - PLANTING AND IRRIGATION	\$ 123,255.54	7
Sisk Grove - PLAYGROUND	\$ 893,922.75	7
Sportsfield Park - PARKING	\$ 635,347.13	7
Byington Park - PLANTING AND IRRIGATION	\$ 54,675.00	8
Byington Park - UPDATED SPLASH PAD	\$ 540,000.00	8

## Project Priority List

Linear Park - BIKE PATHWAY	\$	486,793.80	8
Linear Park - COMMUNITY GARDEN	\$	611,752.50	8
Linear Park - DECORATIVE GARDEN 1	\$	104,824.80	8
Linear Park - DECORATIVE GARDEN 2	\$	43,394.40	8
Linear Park - OUTDOOR FITNESS AREA 2	\$	171,801.00	8
Linear Park - OUTDOOR FITNESS AREA 3	\$	225,801.00	8
Linear Park - OUTDOOR FITNESS AREA 4	\$	117,801.00	8
Linear Park - PEDESTRIAN OVERPASS	\$	675,000.00	8
Linear Park - PLAYGROUND 2	\$	541,363.50	8
Linear Park - PLAYGROUND 3	\$	794,299.50	8
Mirabeau Park - GENERAL AMENITIES	\$	14,215.50	8
Mirabeau Park - SPORT FACILITIES	\$	56,700.00	8
Sanctuary Park - GROUP PICNIC AREA 2	\$	23,625.00	8
Sanctuary Park - SPORT FACILITIES	\$	181,980.00	8
Sisk Grove - AMPHITHEATER	\$	783,540.00	8
Sisk Grove - NEW RESTROOM	\$	381,867.75	8
Sisk Grove - PARKING	\$	526,866.19	8
Sisk Grove - STORAGE	\$	13,500.00	8
Sisk Grove - VEHICULAR PARKING LIGHTING	\$	87,750.00	8

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# City of Newark Facilities Master Plan

FINAL REPORT | 06 SEPTEMBER 2024





**VACANT FACILITIES**

**16** OLD FIRE STATION LOCATION  
 7700 Thornton Avenue  
 • 4,852 SF

**17** OLD NEWARK LIBRARY LOCATION  
 6300 Civic Terrace  
 • 18,000 SF

**18** WATKINS HALL  
 3701 S Ash Street  
 • 8,640 SF

**FACILITY TYPES**

- Community & Recreation Facility
- Administration Facility
- Library Facility
- Public Service Center
- Aquatics Facility
- Vacant Facility
- Public Safety Facility

<p><b>1</b> ASH STREET CENTER, RESTROOM, AND VIOLA BLYTHE COMMUNITY SERVICE CENTER                  37265 Ash Street                  • Ash Street Center: 1,968 SF                  • Restroom: 1,100 SF                  • Viola Blythe: 960 SF</p>	<p><b>4</b> DAVID W. SMITH CITY HALL                  37101 Newark Blvd.                  • 25,638 SF</p>	<p><b>7</b> FIRE STATION 27                  39039 Cherry Drive                  • 7,005 SF</p>	<p><b>10</b> NEWARK POLICE DEPARTMENT                  37077 Newark Blvd.                  • 23,987 SF</p>	<p><b>13</b> SERVICE CENTER (NEWARK PUBLIC WORKS MAINTENANCE)                  37440 Filbert Street                  • 24,700 SF</p>
<p><b>2</b> BIRCH RESTROOM @ BIRCH GROVE PARK                  38080 Birch Street                  • 900 SF</p>	<p><b>5</b> ALAN L. MAGY LIBRARY                  37055 Newark Blvd.                  • 25,580 SF</p>	<p><b>8</b> FIRE STATION 28                  7550 Thornton Avenue                  • 18,000 SF</p>	<p><b>11</b> CLARK W. REDEKER NEWARK SENIOR CENTER                  7401 Enterprise Drive                  • 7,300 SF</p>	<p><b>14</b> GEORGE M. SILLIMAN COMMUNITY ACTIVITY CENTER AND SPORTSFIELD SCOREKEEPER HUT                  6800 Mowry Avenue                  • Phase I: 36,410 SF                  • Phase II: 32,320 SF                  • Sportsfield Scorekeeper Hut: 680 SF</p>
<p><b>3</b> BOATHOUSE @ LAKESHORE PARK                  Chelsea Drive                  • 300 SF</p>	<p><b>6</b> NEWARK COMMUNITY CENTER, ANNEX AND RESTROOM                  35501 Cedar Blvd.                  • Community Center: 15,000 SF                  • Community Annex: 3,000 SF                  • Community Center Restrooms: 500 SF</p>	<p><b>9</b> FIRE STATION 29                  35775 Ruschlin Drive                  • 5,450 SF</p>	<p><b>12</b> SECOND CHANCE SHELTER                  6516 Central Avenue                  • 3,116 SF</p>	<p><b>15</b> SPORTSFIELD RESTROOM                  3911 Cherry Street                  • 680 SF</p>

# FACILITY RECOMMENDATION

BASED ON 5-YEAR FCI

✓ INDICATE SHORT TERM NEEDS

FACILITY	MAINTAIN	RENOVATE	REPLACE	SELL, DEMO, OR REPURPOSE	PAGE #
Ash Street Park Bldgs	✓				40
Birch Grove Restroom		✓			41
Boathouse	✓				42
Newark Community Center Annex			✓		19
Newark Community Center			✓		18
Newark Community Center RR			✓		43
Fire Station 27			✓		62
Fire Station 28	✓				68
Fire Station 29			✓		63
Old Fire Station				✓	79
Old Library				✓	46
Clark W. Redeker Senior Center	✓				34
Second Chance Shelter	✓				78
Newark Service Center		✓			76
George M. Silliman Center	✓				36
Sports Field Restroom		✓			45
Watkins Hall				✓	47
David W. Smith City Hall	✓				50
Alan L. Nagy Library	✓				44
Newark Police Department	✓				72

Newark facility recommendation summary table with corresponding report pages.

Based on the facility maintenance costs, a table was created to determine which facilities the City should maintain, renovate, replace or sell/repurpose. The facilities in the maintain facilities column currently meet the community needs and generally meet operational requirements. Those listed as renovate require further costs to bring them up to code and operational requirements. Facilities identified as replace require significant costs to bring them up to code and operational requirements and do not address the community needs identified during the community outreach. The facilities listed as sell, demo, or repurpose require further study by the City. During the community outreach no need was identified for those facilities and/or their locations. These facilities would also require significant cost to bring them up to current building and life safety code if a new use was identified.

		Project Costs	Immediate & Short Term	Near Term (3-5 yrs.)	Mid Term (5-10 yrs.)	Long Term (11-20 yrs.)
<b>AQUATICS</b>	Improvement to George M. Silliman Center • Updated pool amenities • Improve Check-in and Staff Workspaces • Ninja Cross and Aquatic Fitness	\$7-9M (\$5-6M) (\$1-1.5M) (\$1-1.5M)			✓	
<b>COMMUNITY &amp; ARTS</b>	New 18-32k SF Community & Arts Center @ Community Park	\$31-56M	✓			
<b>RECREATION</b>	Improvement to Silliman Center • Improved Storage • Evaluate underutilized space for additional program opportunities • Evaluate additional gym and courts w/indoor walk/run track	\$3-4M  \$23-28M				✓ ✓ ✓
<b>DAVID W. SMITH CITY HALL</b>	Minor improvements to David W. Smith City Hall	\$1.5-2M				✓
<b>SERVICE CENTER</b>	Improvements to Newark Service Center • New Admin Building • New maintenance bays (4) • Update locker/changing rooms and break room • Update HVAC in Shop Bldg. • Additional covered parking	\$18.5-23M (\$3-4M) (\$7-8M) (\$2-3M) (\$.5-1M) (\$6-7M)		✓		
<b>FIRE</b>	New 8-10k Fire Station 27 New 8-10k Fire Station 29 Upgrades to Fire Station 28	\$15-19M \$15-19M \$1.5-2M	✓ ✓	✓		
<b>POLICE</b>	Minor improvement to Newark Police Department	\$2-2.5M			✓	
<b>SAFETY ISSUES</b>			\$52-500K			
<b>MAINTENANCE</b>			\$4.5-12.3M	\$7.4-10M	\$15.7-20.5M	\$45-57.6M

Facility Improvement Projects

At the conclusion of the community outreach, facility assessments, and needs study, an implementation plan for the City was identified. The projects identified take into account, not only the condition of the facility but also respond to the communities' priorities and needs. The table below summarizes each of the facility projects and categorizes them in immediate/short-term vs long-term needs. The project costs associated with each project is a rough order of magnitude cost that was generated based of a \$/SF for building and site costs, and assumes a publicly bid process using prevailing wages. It takes into account any associated furniture, fixtures, and equipment (FFE), and technology costs as well as soft costs including design and construction management fees and city administration and permit fees. These project costs also include a construction and project contingency. The project costs do NOT include escalation as these projects are currently unfunded with no associated timeline for design and construction.

The City also identified a number of funding strategies:

- **State & Federal grants:** a financial award given by a government or other outside agency for beneficial projects.
- **Measure GG:** 1/2 cent sales tax approved by voters in 2016.
- **Development Impact Fees:** One-time charges imposed by the City on new or proposed development projects.
- **Capital Funds:** Newark's existing or anticipated revenue.
- **Other:** local bond measures

Final recommendations & directions paragraph to be added after City Council presentation

# NEWARK COMMUNITY CENTER



## RECOMMENDATION: REPLACE

*Address: 35501 Cedar Boulevard,  
Newark, CA 94560*

*Built: 1968*

*Size: 13,400 square feet*

*Site Area: 3.75 acres*

**Estimated Project Cost:**

*18,000 SF Facility: \$30,796,000*

*25,000 SF Facility: \$44,289,000*

*32,000 SF Facility: \$56,399,000*

YEAR	FCI (Facility Condition Index)
Current	13.0%
3-Year	13.8%
5-Year	16.2%
10-Year	23.5%

# NEWARK COMMUNITY CENTER ANNEX



## RECOMMENDATION: REPLACE

**Address:** 35501 Cedar Boulevard,  
Newark, CA 94560

**Built:** 1991

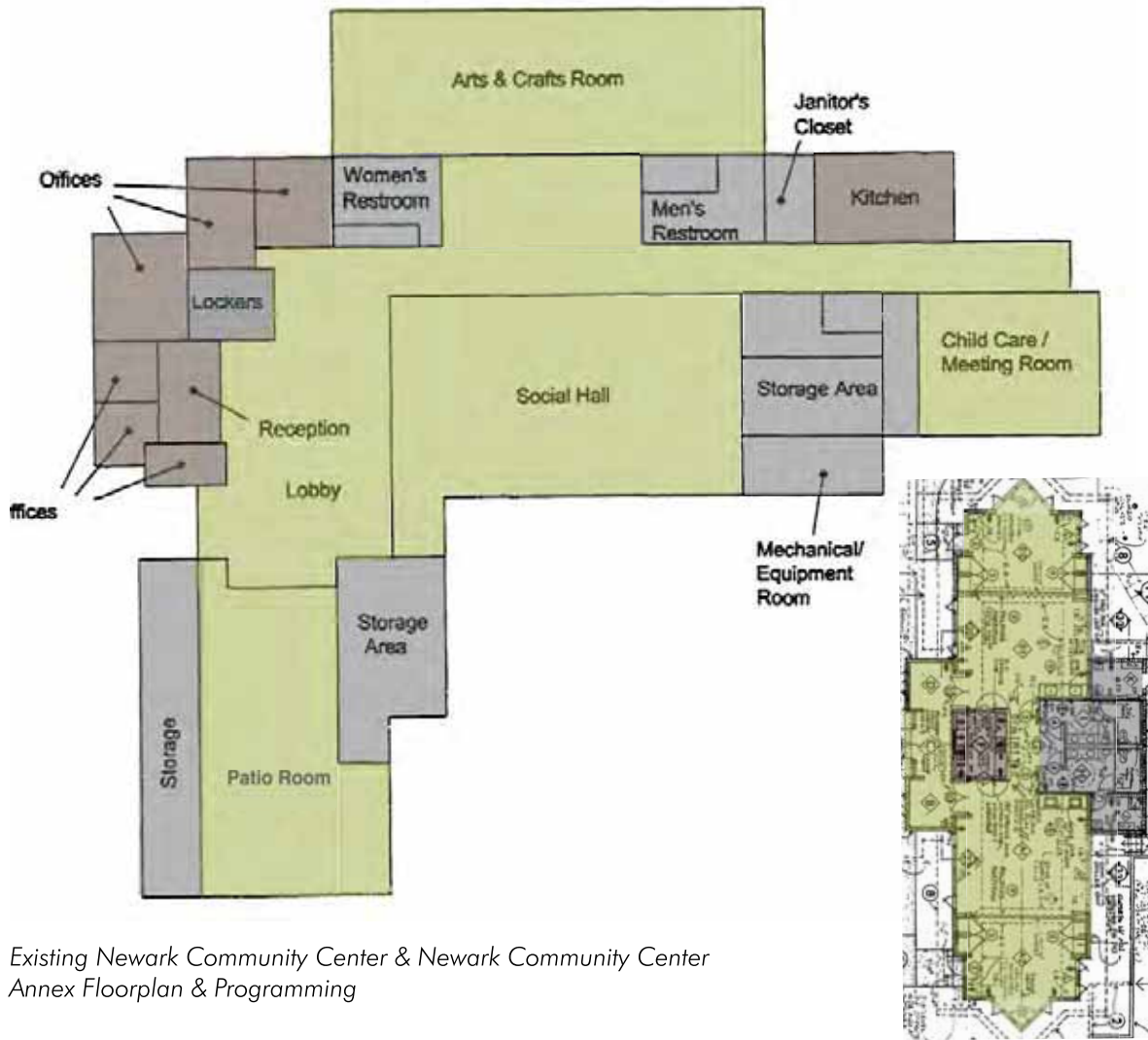
**Size:** 3,000 square feet

**Site Area:** 3.75 acres

**Estimated Project Cost:**

See Community Center

YEAR	FCI (Facility Condition Index)
Current	8.7%
3-Year	10.0%
5-Year	14.2%
10-Year	29.5%



Existing Newark Community Center & Newark Community Center Annex Floorplan & Programming

NEWARK COMMUNITY CENTER EXISTING CONDITIONS

The Newark Community Center was built in 1968 and has nearly 14,000 square feet across a single story. What was once a community space for city activities and programs, room rentals, and childcare, has become mostly unoccupiable to the public except for opportunities to rent out rooms for personal events and parties. At its peak, there were functioning staff offices, a reception and lobby space, a patio room and social hall for renting, an arts and crafts room, storage, meeting space, and kitchen. In the center of the building is a large courtyard which connects the Newark Community Center to the Newark Community Center Annex, which is presently used for a popular pre-school childcare program. Newark Community Center observations are listed below.

**Exterior**

- Building shows signs of wear and has significant maintenance needs.
- Significant water damage to roof and walls.

**Interior**

- Staff offices in the front of the building are not able to be occupied due to water leakage and intrusion, and rooms have been locked.
- Poor air quality and water damage in the downstairs area, currently locked and not used.
- Roof and skylights leak; have water stains and also actively drip and need buckets to catch falling water.
- Interior finishes affected by water damage, include fungal concerns.

# CITY OF NEWARK



IMAGINE



## FACILITIES MASTER PLAN

### YOUR COMMUNITY

Total Population (2020)	Median Age (2020)	Median Household Income (2020)	Total Housing Units (2020)	Average Household Size (2020)
 47,530	 36.6	 \$127,619	 15,371	 3.61


Source: 2020 Decennial Census; 2020 ACS 5-Year Estimates

Race & Ethnicity	Education % of pop. > 25 years old
Asian 19,800	High School 27.2%
Hispanic/Latino 14,360	Some College 20.3%
White 10,760	Associates 6.0%
Black/African American 1,580	Bachelor 23%
Other groups 1,020	Graduate 14.8%

#### Project Schedule



## CITY OF NEWARK FACILITIES MAP



### PLANNING STANDARDS

-0.75% SF/RESIDENT For Indoor Community Facilities

City	Population	Area (sq. ft.)	Density (per sq. ft.)	Per Capita (sq. ft.)
San Francisco	870,000	46,900,000	23.0	26.7
San Jose	1,000,000	170,000,000	5.9	6.7
San Diego	1,400,000	340,000,000	2.4	2.8
San Antonio	1,500,000	1,200,000,000	0.8	0.9
San Houston	2,300,000	1,100,000,000	0.5	0.5
Newark	475,300	110,000,000	2.3	2.7

### Facility Use

Facility Type	Age 0-17	Age 18-24	Age 25-34	Age 35-44	Age 45-54	Age 55-64	Age 65+
Ballroom	+	+	+	+	+	+	+
Community Meeting	+	+	+	+	+	+	+
Art Classroom	+	+	+	+	+	+	+
Art Studio	+	+	+	+	+	+	+
Community Meeting	+	+	+	+	+	+	+
Community Hall	+	+	+	+	+	+	+
Workshop Theater	+	+	+	+	+	+	+
Capacity Performance	+	+	+	+	+	+	+
Stage	+	+	+	+	+	+	+
Group/Class Studio	+	+	+	+	+	+	+
Group Studio	+	+	+	+	+	+	+
Open Studio	+	+	+	+	+	+	+
Recreation Room	+	+	+	+	+	+	+
Recreation Track	+	+	+	+	+	+	+
Lap Pool	+	+	+	+	+	+	+
Hot Pool	+	+	+	+	+	+	+
Art Studio	+	+	+	+	+	+	+
Aquatic Open Space	+	+	+	+	+	+	+

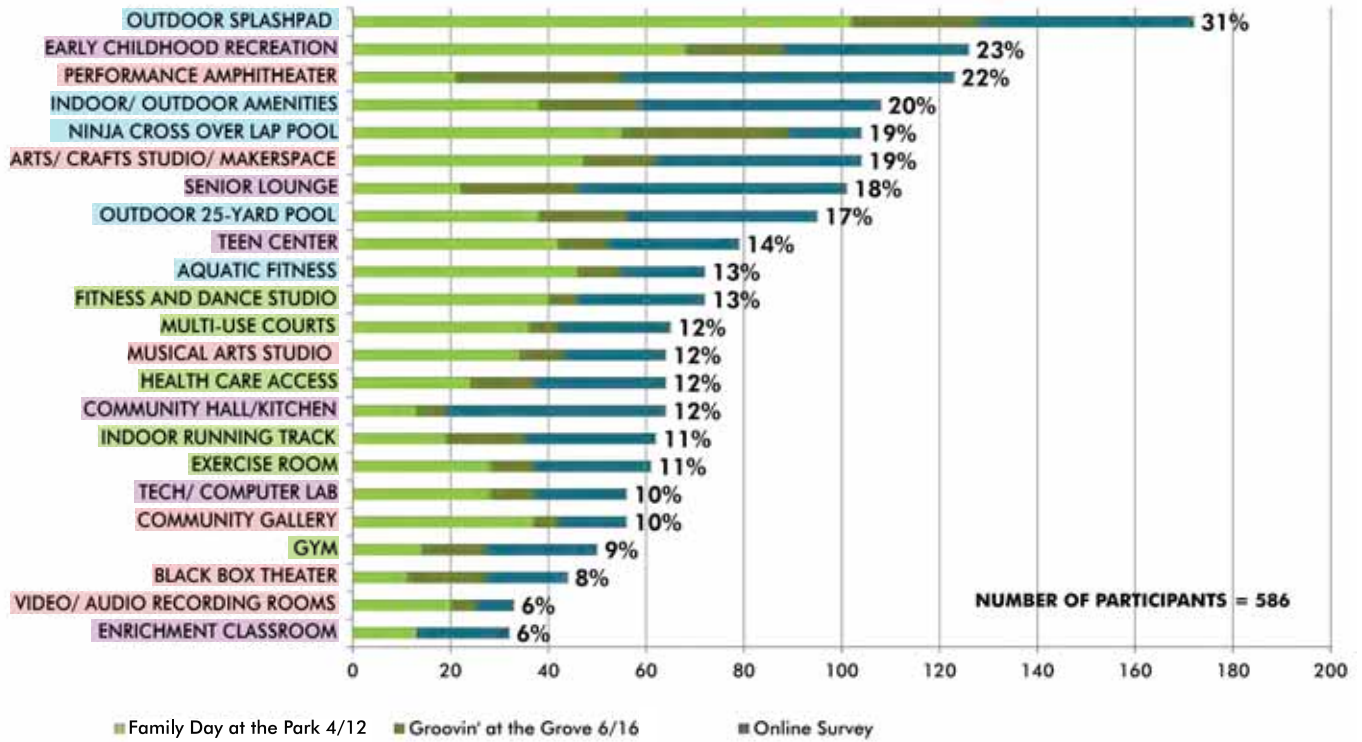
+some spaces only available to the public by reservation

### ROUND 1 COMMUNITY ENGAGEMENT

Collecting Newark community’s input on city facility needs was an essential part of this planning process. With the PMT’s approval and edits, Group 4 developed 5 large boards to bring to various community events as pop-ups. This first round of engagement included two in-person pop-up events plus a community survey. Nearly 600 residents participated.

The engagement boards explained the current use of each of Newark’s facilities, as well as the regional planning standards for Northern California. The boards asked residents about their opinions (love it or change it) on their facilities as well as asked about their community space priorities. To inquire about residents’ community space priorities, Group 4 provided 23 space options for participants to place a vote/ dot. These space options fell under four categories; community/ lounge, the arts and performance, exercise and recreation, and aquatics. The purpose of this exercise was to gain a better understanding of what types of spaces Newark’s residents are looking for in their city’s facilities. Below are the events that Group 4 attended for round one engagement pop-ups.

- Family Day at the Park (4/12/23)
- Groovin’ at the Grove (6/16/23)



Round 1 Engagement Results

**AQUATICS**

The residents of Newark prioritize access to aquatic centers. Many were in agreement that indoor/ outdoor aquatics experiences, aquatic recreation such as Ninja Crossovers for pools, and aquatic fitness.

**THE ARTS**

The Newark community values the arts and sees the importance of public space for opportunities to hold theater performances, somewhere to practice and play music, arts/ makerspaces, a community gallery, and video/ audio recording rooms.

**COMMUNITY**

Designated space for specific age groups is a priority as well; the Newark community's priorities include early childhood recreation, a senior lounge, a dedicated teen center, community hall/ kitchen, computer lab, and enrichment classrooms.

**RECREATION**

Newark community members value spaces which allow them access to fitness and dance, a variety of sports with multi-use courts, health care, and personal fitness through gyms and exercise rooms.



Community members adding votes to their space priorities at Groovin' at the Grove.



Engagement pop-up tent for Family Day in the Park.

PLANNING STANDARDS

INDOOR PARK & RECREATION FACILITIES

**~0.75-2 SF/RESIDENT**  
for Indoor Community Facilities



	Newark	Pacific Southwest		Nationwide Agencies	
		Population per Facility	Facilities - Prevalence	Population per Facility	Facilities - Prevalence
Recreation Center (Including Gyms)	✓	49,903	74%	31,329	64%
Community Centers	✓	46,000	67%	29,036	59%
Senior Center	✓	117,335	54%	59,603	41%
Performance Amphitheaters		123,850	37%	68,181	36%
Aquatics Center	✓	91,706	31%	53,025	25%
Nature Center		268,689	29%	114,696	31%
Teen Center		98,206	26%	57,109	14%
Stadium		160,731	13%	75,026	17%
Arenas		91,411	10%	65,466	7%
Indoor Ice Rink		141,864	7%	50,863	12%

NRPA's 2022 Agency Performance Review – Indoor Park Facilities

PLANNING STANDARDS

The existing Newark Community Center is not currently open for programs due to water damage like roof leakage and mold concerns in rooms that are not accessible and securely closed off. The only current use of this facility is renting out space to residents for event use. During public engagement, findings identified that Newark lacks an adequate community center. Additionally, there is a growing need for public performance and amphitheater space which a community center could provide.

Newark has just under 50,000 residents. Based on the Pacific Southwest’s community facility planning standards, the City of Newark should have ~0.75-2.0 square feet of indoor community facilities per resident. These planning standards also dictate that a city of Newark's size should have more robust teen center and performance amphitheater square footage. While Newark has some recreation and teen space located at the George M. Silliman Community Activity Center and the Alan L. Nagy Library, the lack of a dedicated community center and performance space creates programming and service difficulties, both of which should be readily available to the community.

CITY	2020 Population	2040 Population	Indoor Facilities - SF/ Resident	Indoor Facilities - Total SF	Community Center (SF)	Recreation Center (SF)	Aquatic Center (SF)	Senior Center (SF)	Youth Center (SF)	Early Childhood Recreation (SF)	Rental Only Space (excluded in indoor facilities total)
Fremont	231,670	275,440	0.41	111,600	21,000 2,000 6,000 6,000	14,000	8,100	20,000 14,000	20,500		
South San Francisco	66,190	86,390	1.51	130,900	56,700 <sup>1</sup> 6,400	15,900	14,700	22,400	3,200	8,600 3,000	
Union City	68,700	79,850	1.52	105,000	21,000	40,000	10,000	20,000	14,000		
Dublin	71,050	79,726	1.07	85,000	19,700 13,000		31,900	16,900			1,200 2,300
San Bruno	44,410	57,990	1.09	63,100		39,500 <sup>4</sup>	10,000	12,700		900	
Foster City	32,390	35,420	1.47	52,200	3,600	39,000 <sup>3</sup>			9,600		
San Carlos	29,450	34,290	1.04	35,800	17,000 3,800				15,000		
Newark	48,900	57,600	1.37	79,030		24,410	32,320	7,300	4,000	3,000 8,000	13,340 <sup>6</sup>

Comparable cities and Newark's existing community space

As shown in the chart above, Newark's indoor facility square feet per resident is currently 1.37 SF. Newark's goal SF/capita is between 1.5 and 1.75. The amount of indoor community square footage needed to achieve those goals is detailed in the chart below.

NEWARK	2020 Population	2040 Population
	48,000	57,600

Indoor Community Facilities - SF/ Resident	Indoor Community Facilities - Total (SF)	New Facility / Addition (SF)	Existing Facilities (SF)
.75	43,200	0	79,030
1.00	57,600	0	79,030
1.25	72,000	0	79,030
1.5	86,400	+ 7,370	79,030
1.75	100,800	+ 21,770	79,030
2.00	115,200	+ 36,170	79,030

Community facility planning standards

ALTERNATIVE OPTIONS PROCESS

Round 1 engagement results and existing space analysis show that a larger and better functioning community center is needed. Because of Newark’s current population and projected population growth, The City needs space to provide programs, services, and recreation space to residents. Additionally identified in outreach was the need for a community performance space and/ or large community rooms.

With the PMT, Group 4 developed new potential site options for a community center, either on its existing site at Newark Community Park, or in Civic Center Park in place of the Old Library which currently is closed to the public.

**NEWARK COMMUNITY CENTER**



3-YEAR FCI: **13.0%**



10-YEAR FCI: **23.5%**

- **CONSTRAINTS:** Mold detected in non-occupiable areas. Water damage from ongoing leaks and potential structural issues.
- **COMMUNITY BENEFITS:** Large rooms for community events with adjacent outdoor courtyard for indoor/ outdoor

**NEWARK COMMUNITY CENTER ANNEX**



3-YEAR FCI: **8.7%**



10-YEAR FCI: **29.5%**

- **CONSTRAINTS:** Mold detected in non-occupiable areas. Lack of proper staff and storage space.
- **COMMUNITY BENEFITS:** Provides much needed early childcare with proximity to park and playground.

**CLARK W. REDEKER SENIOR CENTER**



3-YEAR FCI: **2.7%**



10-YEAR FCI: **22.9%**

- **CONSTRAINTS:** Current program rooms are undersized to meet senior needs. Staff spaces are dispersed and reaching capacity.
- **COMMUNITY BENEFITS:** Space for senior activities and the opportunity for residents to meet and interact.

**OLD LIBRARY**



3-YEAR FCI: **8.1%**



10-YEAR FCI: **22.7%**

- **CONSTRAINTS:** Facility is currently unoccupied and in need of repair. Limited visibility from street.
- **COMMUNITY BENEFITS:** Proximity to David W. Smith City Hall, Alan L. Nagy Library, and Newark Civic Park.

BASE - A		B	C
<p>SQUARE FEET ~18,000 SF, 1-Story</p> <p>1<sup>ST</sup> FLOOR FOOTPRINT ~18,000 SF</p> <p>CAPITAL COST \$\$\$ - \$\$\$\$</p> <p>PARKING ~60 - 130 spaces</p>		<p>SQUARE FEET ~25,000 SF, 2-Story</p> <p>1<sup>ST</sup> FLOOR FOOTPRINT ~18,000 SF</p> <p>CAPITAL COST \$\$\$\$ - \$\$\$\$\$</p> <p>PARKING ~80 - 150 spaces</p>	<p>SQUARE FEET ~32,000 SF, 2-Story</p> <p>1<sup>ST</sup> FLOOR FOOTPRINT ~20,000 SF</p> <p>CAPITAL COST \$\$\$\$\$ - \$\$\$\$\$\$</p> <p>PARKING ~105 - 175 spaces</p>
<p>LOBBY/ RECEPTION 16-20 PEOPLE</p> <p>COMMUNITY GALLERY</p> <p>2 PRESCHOOL CLASSROOMS 30-36 PEOPLE</p> <p>ART/ MAKER CLASSROOM 34-48 PEOPLE</p> <p>+ STAFF SUPPORT SPACES 6-8 PEOPLE</p> <p>CHAMBER OF COMMERCE</p>		<p>BASE +</p> <p>2 MEETING ROOMS 30-36 PEOPLE</p> <p>CONFERENCE ROOM 16-20 PEOPLE</p> <p>SENIOR LOUNGE</p> <p>CONSULTATION ROOM</p> <p>CAFE &amp; VENDING</p>	<p>BASE + B +</p> <p>DANCE STUDIO</p> <p>MUSIC ROOM</p> <p>ARTS/ CERAMICS STUDIO</p>
<p>COMMUNITY ROOM Divisible into 2: 500 people assembly, 300 banquet</p>			
A		B	C

COMMUNITY CENTER PROGRAM OPTIONS

Above are program options for a new community center that range in size from a single story with 18,000 square feet to 32,000 square feet with two stories. Base A includes modern community center spaces such as preschool classrooms, staff space, a large community room, gallery space, and art classrooms. Each option builds off of the last, with Option C including all of A and B program spaces as well.

# SITE OPTIONS

## COMMUNITY PARK

### EXISTING COMMUNITY PARK ANALYSIS



### COMMUNITY PARK OPTIONS



### NEWARK COMMUNITY PARK ANALYSIS AND OPTIONS

The Newark Community Park includes ample green space, parking, multiple sport courts such as basketball and tennis, a playground, and the NewBark Dog Park. The existing Newark Community Center building is surrounded by public and staff parking lots, one of which is shared with the NewBark Dog Park.

The above program options for a new community facility range from 18,000 square feet and 1 story to 32,000 square feet and 2 stories. Base A includes modern community center spaces such as preschool classrooms, staff space, a large community room, gallery space, and art classrooms. Options B and C build off of A, and option C includes A, B, and C spaces as the largest option.

# SITE OPTIONS

## CIVIC CENTER PARK

### EXISTING CIVIC CENTER PARK ANALYSIS



### CIVIC CENTER PARK OPTIONS



### NEWARK CIVIC CENTER PARK ANALYSIS AND OPTIONS

Newark Civic Center Park is connected to the Alan L. Nagy Library, David W. Smith City Hall, and Newark Police Department by a large parking lot and includes a large green lawn, playground, and Newark’s Old Library building that is currently not open to the public. This site option shows that a new community center could take the place of the Old Library, either by repurposing or constructing a new building in place of it.

Option A, with 18,000 square feet, requires less parking spaces, but will still encroach on the park’s existing playground and green space. As the program options get larger, more parking spaces are needed, and more of the park will become used for the new building.

**EVALUATION CRITERIA**

● POOR ● FAIR ● EXCELLENT

		COMMUNITY CENTER & ANNEX AT COMMUNITY PARK				OLD LIBRARY AT CIVIC CENTER PARK			
		Base- A (18k SF)	Base+B (25k SF)	Base+B+C (32k SF)	Base- A (18k SF)	Base+B (25k SF)	Base+B+C (32k SF)	Base+B+C (32k SF)	
		Renovate Community Center & Annex	Replace Community Center & Annex	Consolidate: Relocate/ replace Senior Center	Expanded Community Center	Renovate Old Library	Replace Old Library	Consolidate: Relocate/ replace Senior Center	Expanded Community Center
TOP CRITERIA	OPERATIONAL EFFICIENCY	●	●	●	●	●	●	●	●
	COMMUNITY NEEDS	●	●	●	●	●	●	●	●
	COSTS	●	●	●	●	●	●	●	●
	VISIBILITY	●	●	●	●	●	●	●	●
	SYNERGY/ CONNECTIVITY	●	●	●	●	●	●	●	●
	BLDG/ PARK RELATIONSHIP	●	●	●	●	●	●	●	●
	ACCESSIBILITY	●	●	●	●	●	●	●	●
	ENVIRONMENT	●	●	●	●	●	●	●	●

<p><b>FUNCTIONALITY</b></p>  <p>Does the facility prioritize functional design and inherent flexibility to best serve the community, support the operational efficiency, and support programs now and well into the future?</p>	<p><b>SUSTAINABILITY</b></p>  <p>Sustainability, both environmental and operational, will be fundamental in the location and design of the community center.</p>
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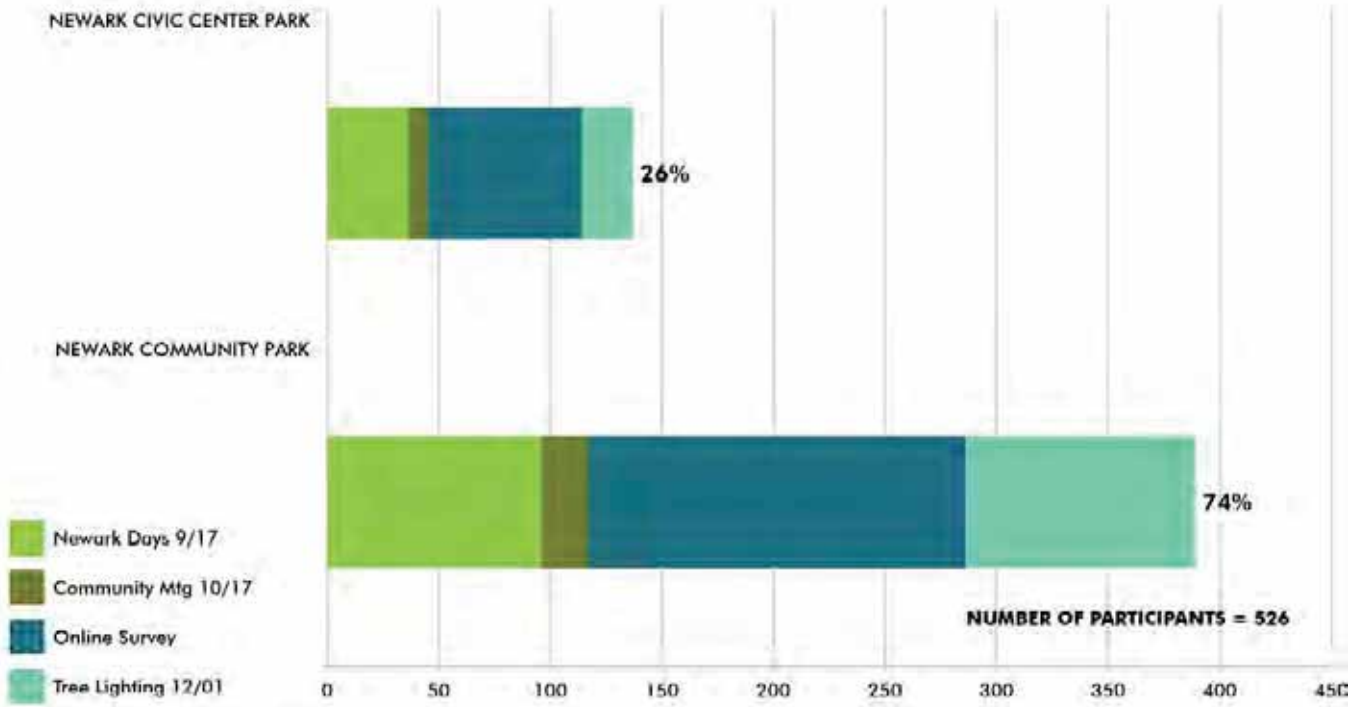
<p><b>OPERATIONAL EFFICIENCY</b></p>  <p>Can the City continue to provide excellent programs to the residents of Newark? Does the facility enhance or decrease the number of staff required to operate the facility?</p>	<p><b>COMMUNITY NEEDS</b></p>  <p>Does the facility meet the needs of the Community? Does it support the programs and events for the community?</p>	<p><b>COSTS</b></p>  <p>What are the total development costs? Costs including site infrastructure (sewer, water, power, roads), site entitlement costs (CEQA), site and building construction costs, and potential relocation costs for existing users?</p>	<p><b>VISIBILITY</b></p>  <p>Is the entrance and wayfinding to the new community center site clear for visitors? Is the facility visible and easily identifiable as one enters the site? Does it have civic presence?</p>
<p><b>SYNERGY/ CONNECTIVITY</b></p>  <p>Is there opportunity for the facility to enhance the community and be a dynamic amenity for residents? Does the facility have good connectivity to other community services, such as other community centers, schools, or parks?</p>	<p><b>BLDG/ PARK</b></p>  <p>Does the facility offer the opportunities to expand or improve the existing park amenities? Does it complement existing park use? Is there an opportunity to develop shared parking in order to conserve resources?</p>	<p><b>ACCESSIBILITY</b></p>  <p>Is the facility easy to get to, not only by car but by alternative modes of transportation? Are pedestrians and cyclist able to navigate throughout the site? Is the circulation into and out of the site efficient, disruptive or dangerous?</p>	<p><b>ENVIRONMENT</b></p>  <p>Are there extraordinary environmental risks associated with the site (seismic, sea level rise) that will impact the construction costs, longevity, operations, or maintenance costs for the building or site improvements?</p>

**SITE OPTION EVALUATION**

Each of the site options and program options were evaluated based on the criteria outlined above. Most importantly, operational efficiency, community needs, and cost were highlighted for all options as well as functionality and sustainability which are prerequisites and assumed to be included and improved for all future Newark projects.

As seen above, program options B and C at Newark Community Park which suggest consolidating the Newark Community Center and the Clark W. Redeker Senior Center into one new building, and expanding the Newark Community Center have most "excellent" ratings.

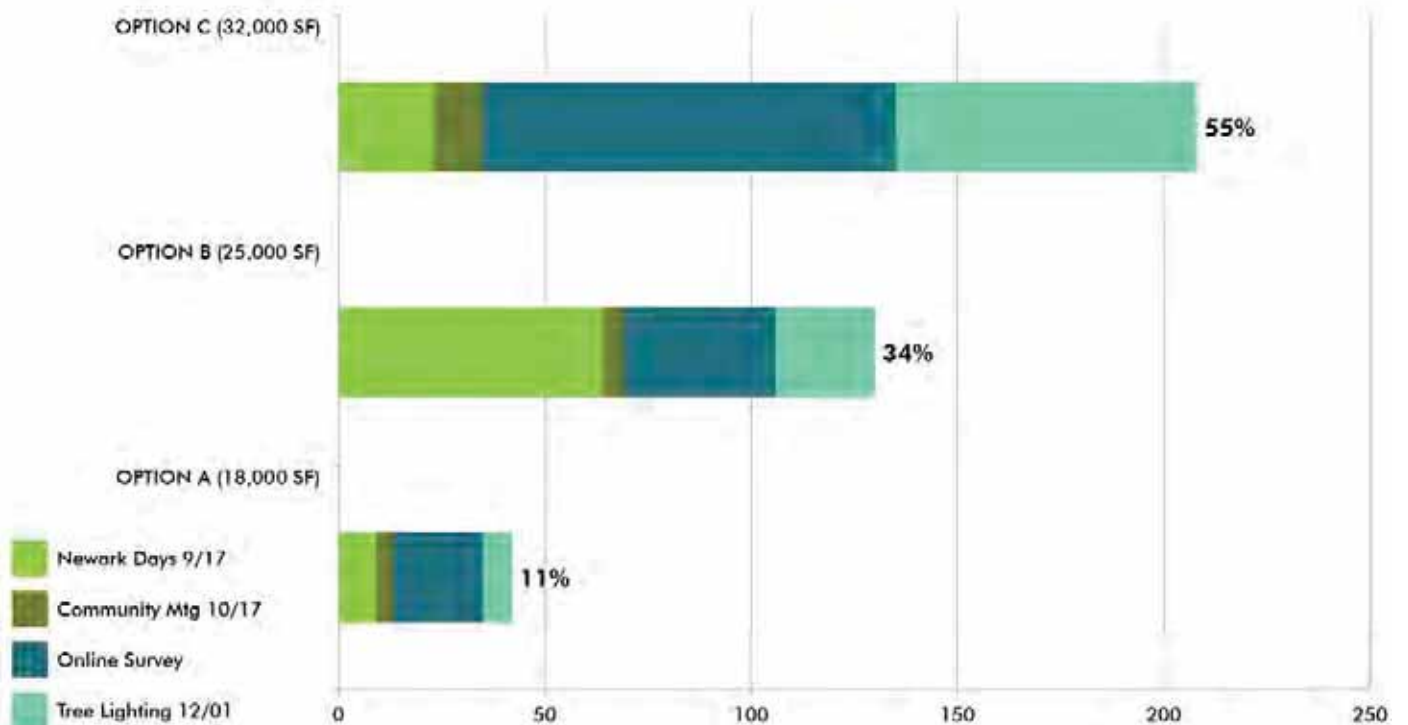




ROUND 2 ENGAGEMENT RESULTS

Between the two site options, the Newark Community Park option was most voted for during all instances of engagement including the online survey.

The program option most popular amongst people who voted for the Newark Community Park site was Option C at 32,000 square feet.



# SITE OPTIONS

## COMMUNITY CENTER PARK

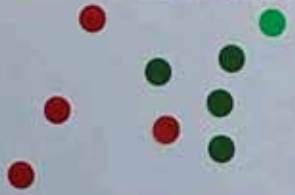
### EXISTING COMMUNITY PARK ANALYSIS



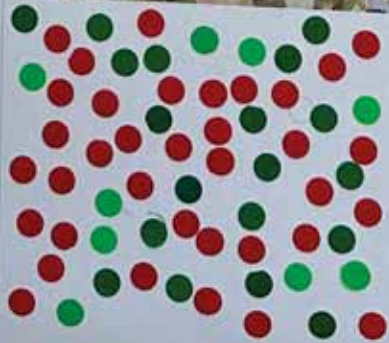
### COMMUNITY PARK OPTIONS

Place a sticker on your preferred site option

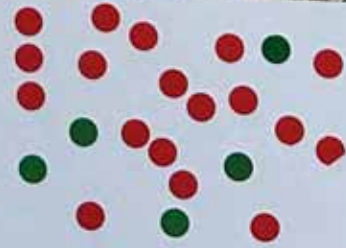
#### OPTION A



#### OPTION B



#### OPTION C



*Orange Sticker*  
*Yellow Sticker*

# CLARK W. REDEKER SENIOR CENTER



**RECOMMENDATION: MAINTAIN**

**Address:** 7401 Enterprise Drive, Newark, CA 94560

**Built:** 1979

**Size:** 7,300 square feet

**Site Area:** 0.84 acres

YEAR	FCI (Facility Condition Index)
Current	0.3%
3-Year	2.7%
5-Year	4.9%
10-Year	22.9%



#### REDEKER SENIOR CENTER EXISTING CONDITIONS

Located on Enterprise Drive, the Clark W. Redeker Senior Center has 7,300 square feet of building space on a single story and sits on a 0.84-acre site next to Ash Street Park. Clark W. Redeker Senior Center also faces the Newark Service Center across the street. The site was developed in two phases, the first in 1979 and the second in 1992 and it received some updates in 2007.

Free memberships to the Clark W. Redeker Senior Center are available to anyone age 55 or older. Eligible adults can have opportunities to engage in activities such as dance, educational classes, and budget-friendly special events. Members can also get information and referrals to outside agencies for Medicare, relocation help, Social Security, and downsizing resources.

The building itself is in overall good condition, but is small, outdated, and has maintenance needs. Some of the key findings from the facility condition assessment report include the movable partitions, foodservice equipment, and ADA kitchen and laundry areas as immediate needs and in poor condition. Clark W. Redeker Senior Center, though located next to a park, is not in a prime location to provide community programs, especially to an age group that can have limited access to safe transportation options. The building lacks the space and technology to accommodate modern adult recreation needs.

# GEORGE M. SILLIMAN COMMUNITY ACTIVITY CENTER



## RECOMMENDATION: MAINTAIN

**Address:** 6800 Mowry Avenue, Newark, CA 94560

**Built:** Phase I: 2000, Phase II: 2004

**Size:** 68,740 square feet

**Estimated Project Costs:**

Recreation Improvements: \$3,275,000

Aquatic Improvements: \$6,672,000

YEAR	FCI (Facility Condition Index)
Current	0.8%
3-Year	2.6%
5-Year	7.5%
10-Year	20.5%

**EXISTING FLOOR PLAN****GEORGE M. SILLIMAN COMMUNITY ACTIVITY CENTER EXISTING CONDITIONS**

The George M. Silliman Community Activity Center, located on Mowry Avenue, was constructed in two phases, Phase I in 2000, and Phase II in 2004. In total, the activity center has nearly 69,000 square feet of recreation space such as a large aquatic facility, teen center, and sport courts. The aquatic facility includes a large lap pool, water slide, and waterspout play structure. Observations of this facility are listed below.

**Indoor Aquatics**

- Check In and staff workspaces are outdated and limited. Currently, there is one office for the aquatics manager, a small workroom for staff and a small staff lounge.
- The lap pool lacks modern aquatic recreation functionality such as aquatic fitness machines and ninja cross systems.

**Outdoor**

- Not many outdoor amenities such as general seating, picnic tables and/ or cabanas.
- Food services areas are additionally outdated and small.

# AQUATIC NEEDS

## SILLIMAN CENTER

### Outdoor Needs

(may not be at the Silliman Center)



**Splashpad**  
 \$\$\$  
 To be evaluated in the Parks Master Plan



**25-Yard Pool**  
 \$\$\$\$\$  
 For competitive use. To be evaluated in the Parks Master Plan

### Indoor Needs

(improvements to the Silliman Center)



**POOL AMENITIES**  
 \$-\$\$  
 Improved food service and seating such as picnic tables and cabanas for both general use and rentals.



**NINJA CROSS**  
 \$\$  
 Located over the lap pool. Requires coordination with existing structural system.



**AQUATIC FITNESS**  
 \$  
 Located within the lazy river pool side catch area. Require storage when not in use.

### POTENTIAL FUTURE PROJECTS

Throughout the duration of this planning process, several potential projects for the George M. Silliman Community Activity Center were identified for both the general recreation spaces and aquatics.

#### Recreation Projects\*

Recreation spaces within the George M. Silliman Community Activity Center are in need of bigger and better storage solutions for their program spaces. Additionally, there are several areas of the recreation space that are underutilized and could be activated to provide additional programs. The Newark community expressed a need for additional multi-use gym and court space as well as an indoor walk/ run track during the community engagement process for this master plan.

#### Aquatic Projects\*

As identified through community engagement efforts and existing facility analysis, there are aquatic needs that will be addressed through future projects such as improving and modernizing pool amenities. These amenities include food service and outdoor seating options. Additionally, the staff workspaces need updating as well as the public check in station. Also identified by the Newark community is a desire for updated aquatic recreation systems like Ninja Cross and aquatic fitness machines.

\*Location of potential future projects shown graphically on page 39.

# RECREATION NEEDS

## SILLIMAN CENTER

### GENERAL

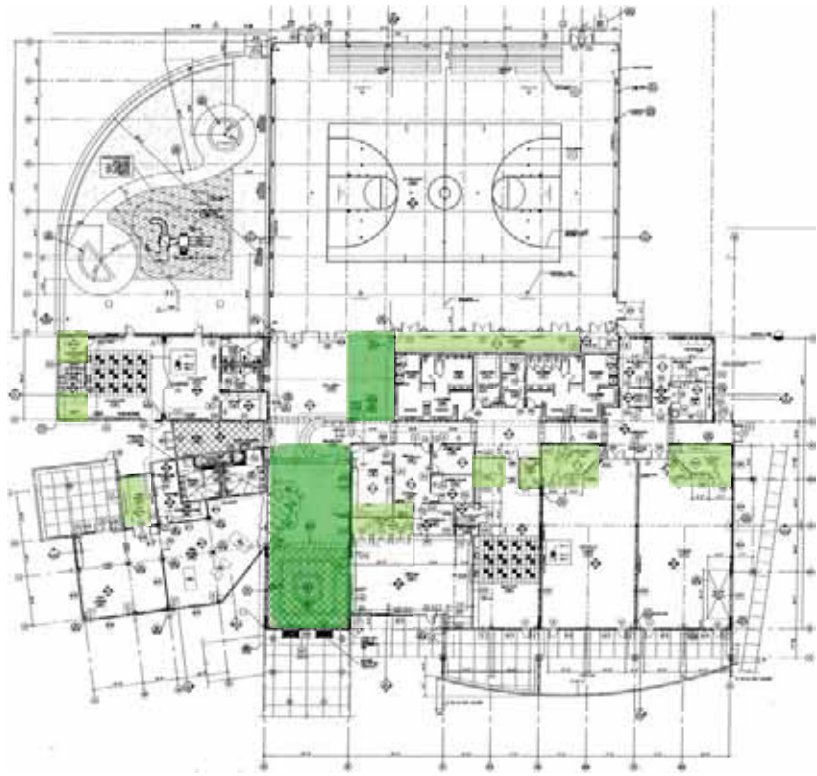
Improved storage for all program spaces

### GENERAL

Look at underutilized space for additional program opportunities

### FUTURE NEEDS

Multi use gym and courts with indoor walk/run track



# AQUATIC NEEDS

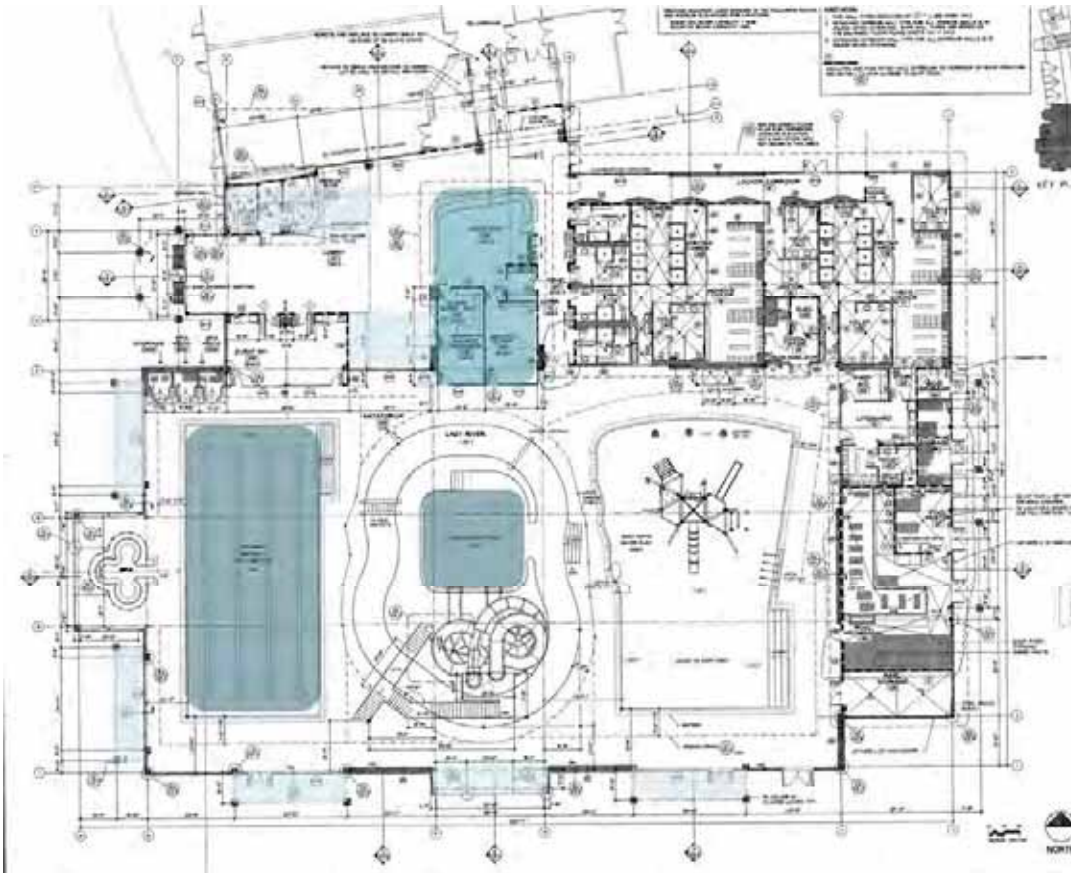
## SILLIMAN CENTER

### POOL AMENITIES

Food service  
Seating: picnic tables & cabanas

### IMPROVE CHECK IN AND STAFF WORKSPACES

### NINJA CROSS and AQUATIC FITNESS



# ASH STREET RECREATION



**RECOMMENDATION: MAINTAIN**

**Address:** 37365 Ash Street, Newark, CA, 94560

**Built\*:** 1970, 1979, 2002

**Size:** 4,430 square feet total

**Site Area:** 0.66 acres

\*Renovation planned for FY24/25

YEAR	FCI (Facility Condition Index)
Current	2.2%
3-Year	7.6%
5-Year	12.0%
10-Year	25.0%

# BIRCH GROVE PARK RESTROOMS



## RECOMMENDATION: RENOVATE

**Address:** 38080 Birch Street, Newark, CA 94560

**Built:** 1975

**Size:** 900 square feet

**Site Area:** 0.2 acres



Interior of park restrooms

YEAR	FCI (Facility Condition Index)
Current	1.8%
3-Year	3.5%
5-Year	22.6%
10-Year	29.8%

# LAKESHORE PARK BOATHOUSE



## RECOMMENDATION: MAINTAIN

**Address:** Chelsea Drive, Newark, CA, 94560

**Built:** 2019

**Size:** 300 square feet

**Site Area:** 0.4 acres

YEAR	FCI (Facility Condition Index)
Current	0.9%
3-Year	0.9%
5-Year	9.7%
10-Year	12.4%

# NEWARK COMMUNITY PARK RESTROOMS



**RECOMMENDATION: REPLACE**

*Address: 35501 Cedar Boulevard,  
Newark, CA 94560*

*Built: 1991*

*Size: 500 square feet*

*\*See Community Center on page 18*

YEAR	FCI (Facility Condition Index)
Current	2.7%
3-Year	35.4%
5-Year	37.5%
10-Year	93.3%

# ALAN L. NAGY NEWARK LIBRARY



**RECOMMENDATION: MAINTAIN**

*Address: 37055 Newark Blvd. Newark, CA 94560*

*Built: 2022*

*Size: 25,600 square feet*

*Site Area: 0.66 acres*

YEAR	FCI (Facility Condition Index)
Current	0.0%
3-Year	0.0%
5-Year	0.0%
10-Year	4.5%

# SPORTSFIELD RESTROOM



**RECOMMENDATION: RENOVATE**

*Address: 3911 Cherry Street, Newark, CA 94560*

*Built: 1992*

*Size: 680 square feet*

YEAR	FCI (Facility Condition Index)
Current	0.6%
3-Year	8.9%
5-Year	14.5%
10-Year	41.0%

# OLD NEWARK LIBRARY (VACANT)



**RECOMMENDATION: SELL, REPURPOSE, OR DEMOLISH**

**Address:** 6300 Civic Terrace, Newark, CA 94560

**Built:** 1983

**Size:** 15,560 square feet

**Site Area:** 1.00 acre

The Old Library is currently vacant and used for city storage. The FCA indicates a high amount of maintenance needs and updates to code compliance to be inhabited by the public. This would be costly for the City of Newark and would require a large amount of renovation to address issues with its structure, interiors, finishes, and accessibility compliance.

YEAR	FCI (Facility Condition Index)
Current	8.1%
3-Year	17.1%
5-Year	18.7%
10-Year	22.7%

# WATKINS HALL (VACANT)



**RECOMMENDATION: SELL, REPURPOSE, OR DEMOLISH**

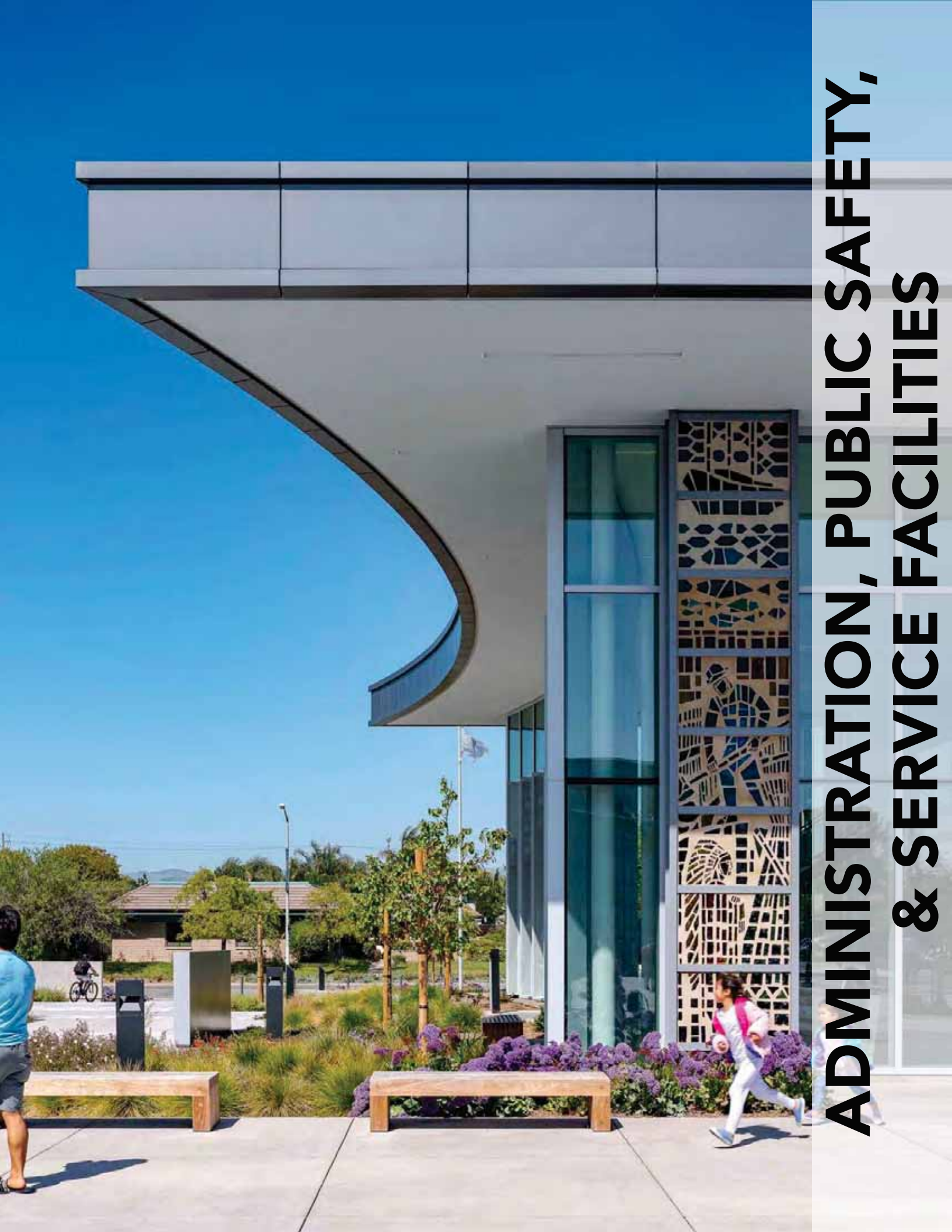
**Address:** 37013 Ash Street, Newark, CA 94560

**Built:** 1896

**Size:** 8,640 square feet

Newark's Watkins Hall has remained vacant for several years. Seen in the table to the right, its facility condition index is high, showing that there are many deferred maintenance needs. In order to create a habitable building for Newark employees or the public, the City would need to dedicate large amounts of money and time to its deficiencies (detailed in the FCA report in the Appendix).

YEAR	FCI (Facility Condition Index)
Current	12.6%
3-Year	21.9%
5-Year	24.2%
10-Year	25.4%



# ADMINISTRATION, PUBLIC SAFETY, & SERVICE FACILITIES

# DAVID W. SMITH CITY HALL



**RECOMMENDATION: MAINTAIN**

**Address:** 37101 Newark Blvd. Newark, CA, 94560

**Built:** 2022

**Size:** 25,600 square feet

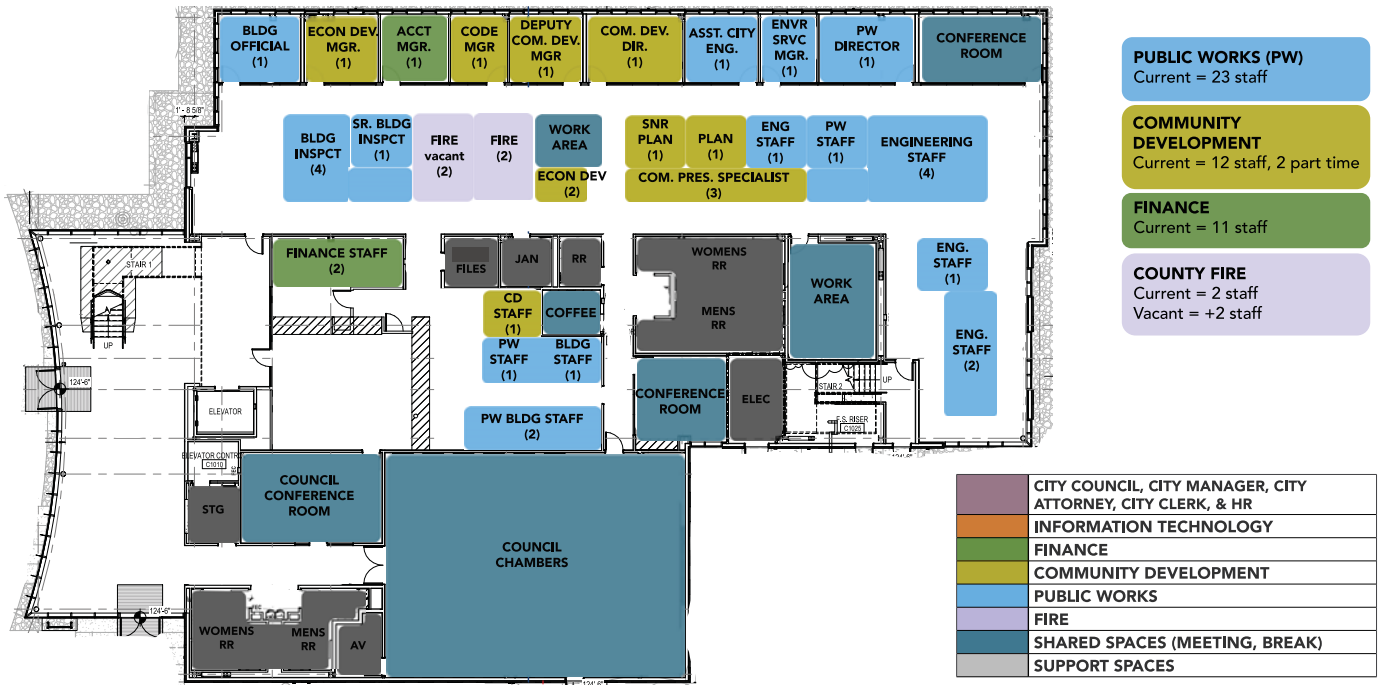
**Site Area:** 3.84 acres

**Estimated Project Costs:**

City Hall Improvements: \$2,037,000

YEAR	FCI (Facility Condition Index)
Current	0.0%
3-Year	0.0%
5-Year	0.1%
10-Year	3.8%

**EXISTING FLOOR PLAN 1<sup>ST</sup> FLOOR**



**DAVID W. SMITH CITY HALL EXISTING CONDITIONS**

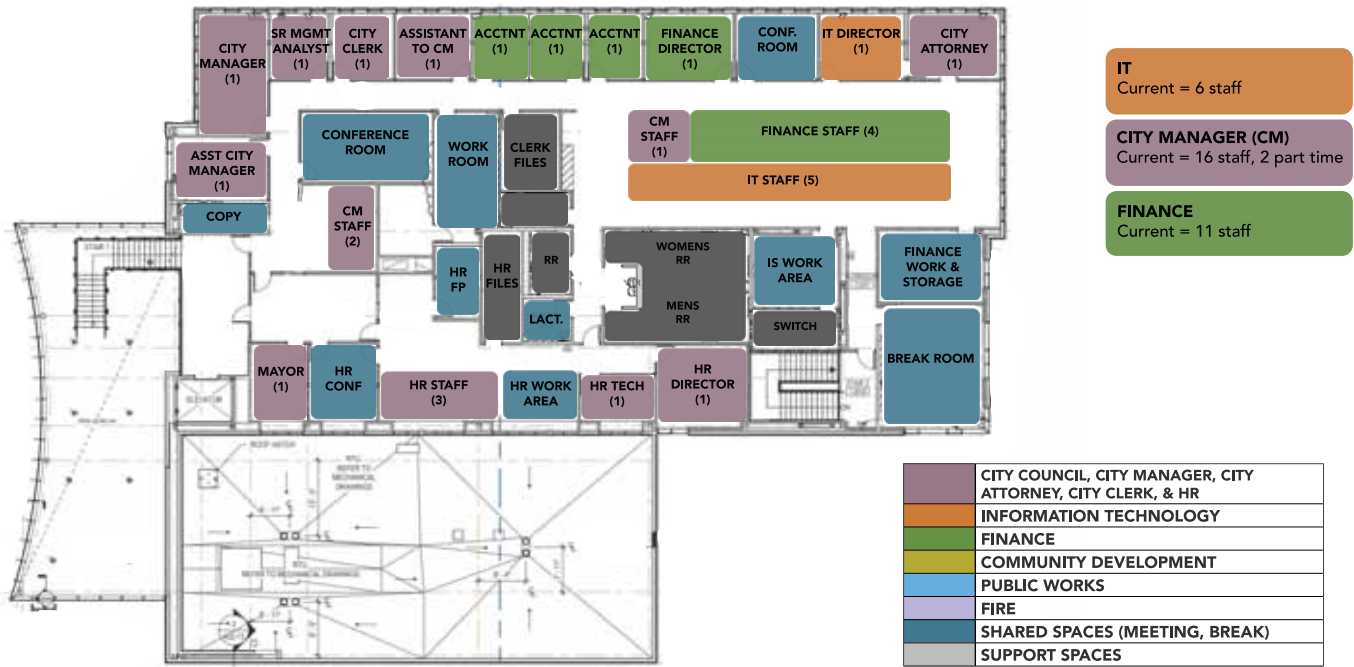
The David W. Smith City Hall was designed and constructed in 2020 by Perkins & Will and Webcor as part of the Civic Center campus along with the new Alan L. Nagy Newark Library and Newark Police Department. It currently has nearly 25,600 square feet across two floors and 68 full time staff with 4 part time. It includes the City Administration (City Manager, City Attorney, City Clerk, HR), Information Technology (IT), Finance, Community Development, Public Works, and Fire prevention departments. Also located within David W. Smith City Hall are Newark’s City Council Chambers and conference room, several department workstations and conference rooms, breakrooms, two public service counters, and a large public lobby. The building is modern and full of natural light with a public staircase and elevator linking the two floors.

**Public Lobbies and Service Counters**

The David W. Smith City Hall currently has two service counters, a large first-floor lobby with a seating area, and a smaller lobby and two public service windows on the second floor. The service desk on the first floor mainly serves Community Development and the Public Works department, and the two windows upstairs serve the City Administration.

- Public lobbies and service desks are redundant and oversized. The first-floor lobby combined with the second-floor landing and second public waiting space oftentimes go unused by the public and would be much more useful as city department space.
- The public counter on the first floor is too large and can be reduced to make room for more workstations.
- Security for the first-floor service desk should be improved.

EXISTING FLOOR PLAN 2<sup>ND</sup> FLOOR



Open office space with cubicles at David W. Smith City Hall



Conference room on David W. Smith City Hall's first floor

Cubicle Work Areas

Both the first and second floor include large, open work areas with cubicles for various department staff. The department staff that work in these stations are from Public Works, Fire Prevention, Community Development, Human Resources, City Administration, Finance, and Information Technology (IT).

- Engineering staff workstation size can be reduced to make room for future Public Works staff additions in the southeast corner of the first floor.
- The main, larger open workspace has a slightly inefficient layout with some empty workstations and department work areas being used for storage.
- Conference room space is limited and does not accommodate all staff needs. Because of the open cubicle layout, there are not many options for staff to take calls or mitigate noise if they do not have a personal office.

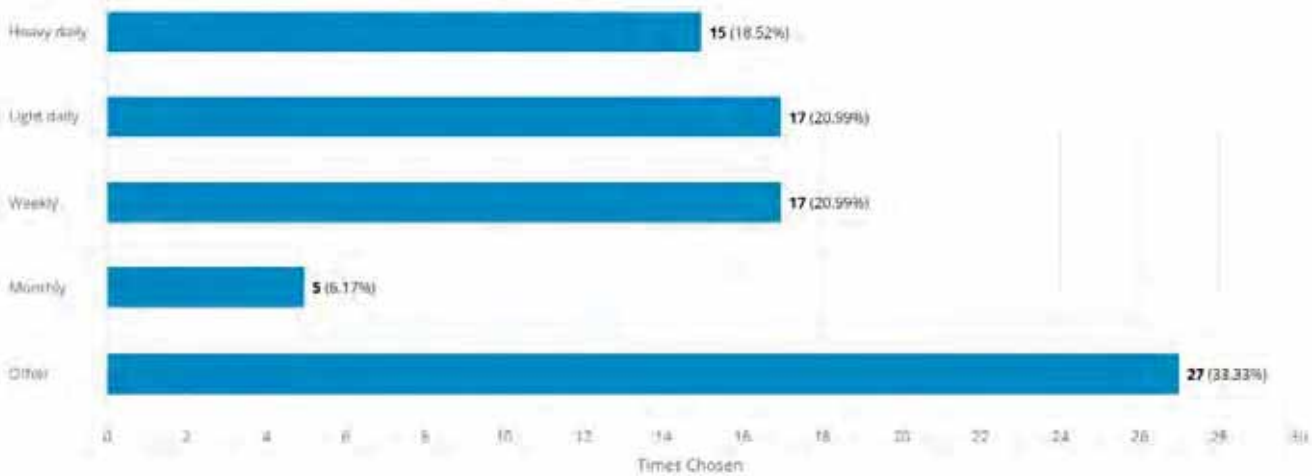
STAFF SURVEY RESULTS

To fully comprehend the existing space and needs of all facilities, staff and department head surveys were distributed. The purpose of these surveys was to collect information about both their department’s overall layout as well as their individual workspaces. The questions in the survey went into detail about what they liked about their current workspaces/ departments, what they would change, if their adjacencies were adequate, adequacy of storage, amount of noise, and more.

The general staff survey results summary for all departments can be found below and on the next few pages.

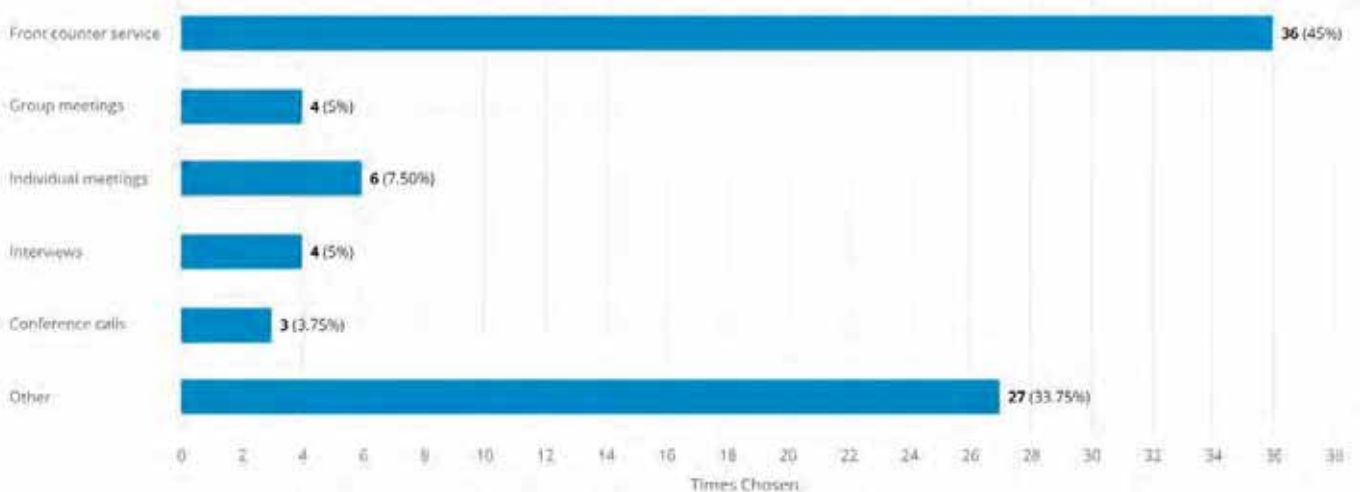
**1. Please describe your in-office interaction with the public. For the purpose of this survey, please do not include your public interaction in the field. a. How frequently do you interact with the public in-office?**

Number of responses: 81



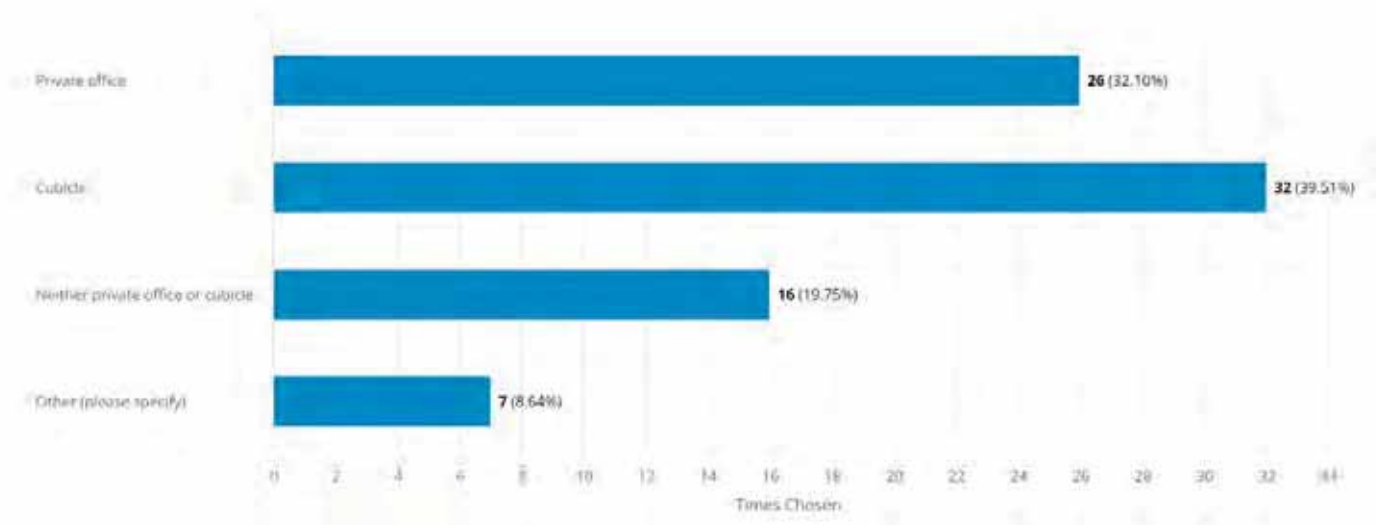
**b. What type of interactions do you have with the public in-office?**

Number of responses: 80



2. Please describe your workspace:

Number of responses: 81



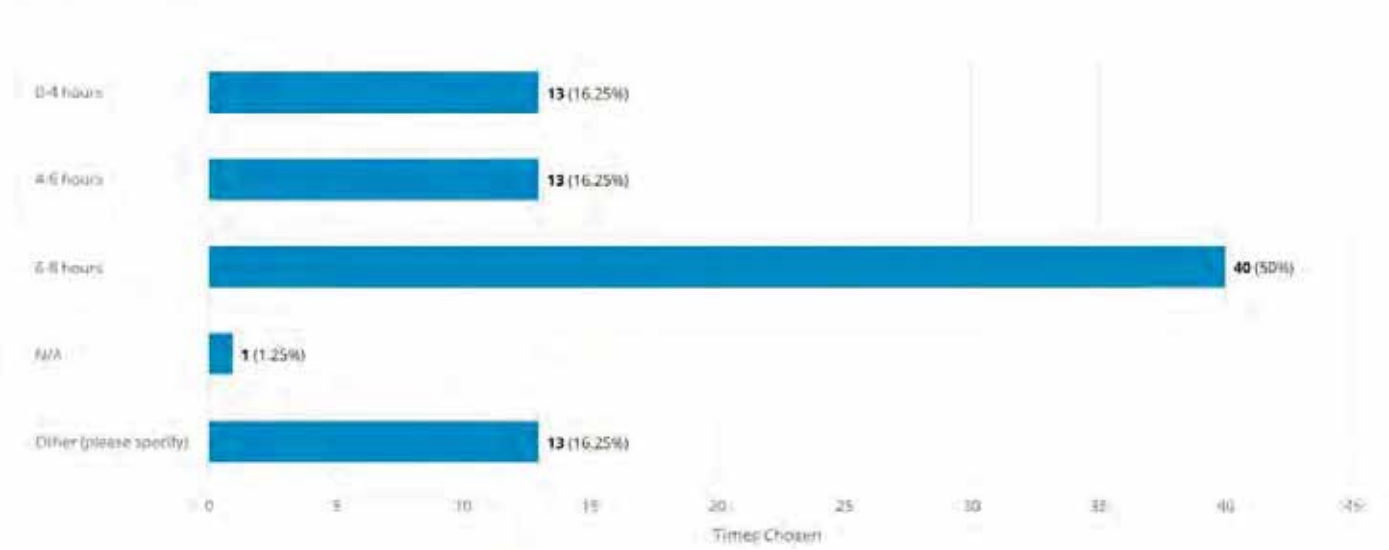
3. Please indicate the condition of each work area as applicable:

Number of responses: 81



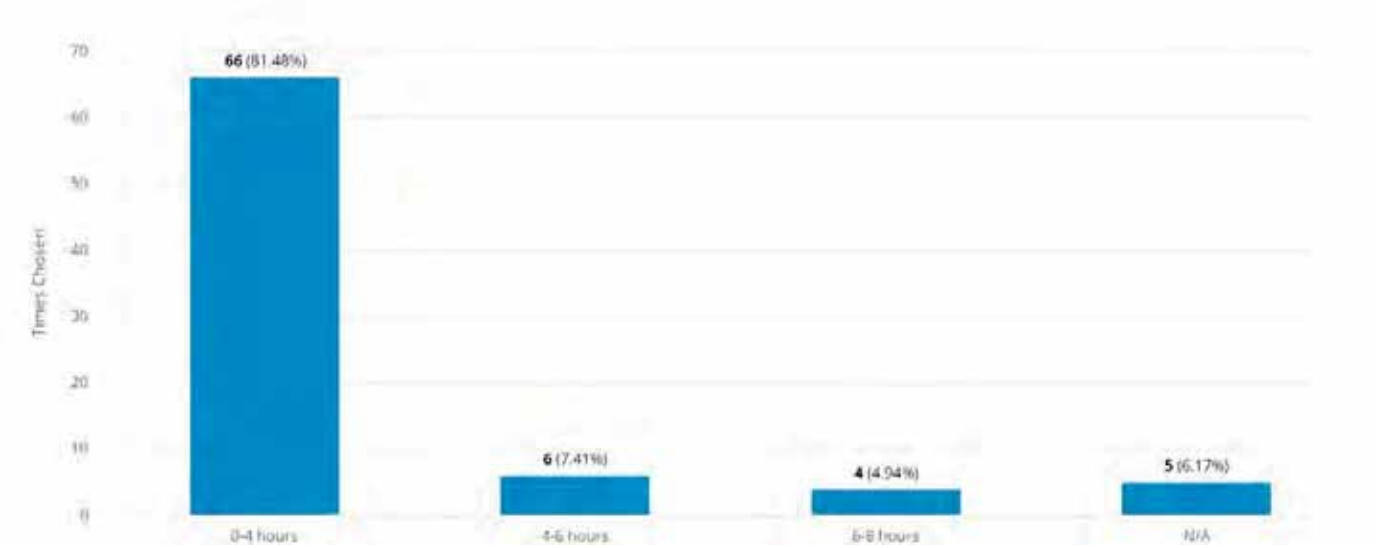
**4. On average, how many hours do you work at your workstation per day?**

Number of responses: 80



**5. How many hours do you spend per day on the phone or on video conference meetings at your workstation?**

Number of responses: 81



**WORKSPACE**

Limited vacant workstations and offices for future staff growth.

**MEETING ROOMS**

Meeting rooms have been reduced to accommodate for current office needs. Need for small focus/zoom rooms.

**PUBLIC SPACES**

Public counters and lobbies are underutilized. Security concerns regarding current public counters.

**DAVID W. SMITH CITY HALL ADMINISTRATION NEEDS**

As shown above, David W. Smith City Hall has several space needs that have been determined by examining staff survey results, conducting department head interviews, and completing a thorough walk-through of the work spaces.

- **Workspace:** Limited vacant workstations and offices for future staff growth
- **Meeting Rooms:** Meeting rooms have been reduced to accommodate for current office needs. Need for small focus/ zoom rooms
- **Public Spaces:** Public counters and lobbies are underutilized. Security concerns regarding current public counters.

## DAVID W. SMITH CITY HALL

### BUILDING PROGRAM

Space	CURRENT STAFF				CURRENT SPACE		FUTURE STAFF		
	City Hall		Other Locations		SF	USF/person	City Hall		
	FTE	Part Time Seasonal	FTE	Part Time Seasonal			FTE	Part Time Seasonal	
<b>1. CITY COUNCIL, CITY MANAGER, CITY ATTORNEY, CITY CLERK &amp; HR</b>									
1.01	Mayor	1				132	132		
1.02	City Manager	1				251	251		
1.03	Assistant City Manager	1				182	182		
1.04	City Manager Staff	4	1			476	119	3	
1.05	City Attorney	1				196	196		
1.06	City Attorney Staff								
1.07	City Clerk	1				129	129		
1.08	City Clerk Staff								
1.09	Human Resources Director	1				230	230		
1.10	HR Staff	4				318	80		
<b>City Council, City Manager, City Attorney, City Clerk &amp;</b>		<b>14</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1913</b>	<b>120</b>	<b>3</b>	<b>0</b>
<b>2. INFORMATION TECHNOLOGY</b>									
2.01	Chief Information Officer/IT Director	1				175	175		
2.02	IT Staff	5				400	80	2	
<b>Information Technology Total:</b>		<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>575</b>	<b>96</b>	<b>2</b>	<b>0</b>
<b>3. FINANCE</b>									
3.01	Finance Director	1				183	183		
3.02	Accounting Manager	1				135	135		
3.03	Collections Staff	1				65	65		
3.04	Cashier	1				65	65		
3.05	Finance Staff	7				696	99	3	
<b>Finance Total:</b>		<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1144</b>	<b>104</b>	<b>3</b>	<b>0</b>

### PROGRAM OF SPACE NEEDS

With careful analysis of the existing facility layouts, staff surveys, and department head interviews, a space needs program for David W. Smith City Hall was developed.

The table below includes the David W. Smith City Hall's existing space (square footage) and future space needs that projects out to 10 years in the future. This table was created and adjusted as needed through several iterations in interviews and PMT meetings.

**DAVID W. SMITH CITY HALL**

**BUILDING PROGRAM**

Space	CURRENT STAFF				CURRENT SPACE		FUTURE STAFF		
	City Hall		Other Locations		SF	USF/person	City Hall		
	FTE	Part Time Seasonal	FTE	Part Time Seasonal			FTE	Part Time Seasonal	
<b>3. FINANCE</b>									
3.01	Finance Director	1				183	183		
3.02	Accounting Manager	1				135	135		
3.03	Collections Staff	1				65	65		
3.04	Cashier	1				65	65		
3.05	Finance Staff	7				696	99	3	
<b>Finance Total:</b>		<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1144</b>	<b>104</b>	<b>3</b>	<b>0</b>
<b>4. COMMUNITY DEVELOPMENT</b>									
4.01	Community Development Director	1				196	196		
4.02	Deputy Community Development Director	1				147	147		
4.03	Community Development Staff	1				80	80	5	
4.04	Economic Development Manager	1				147	147		
	Economic Development Staff		2			65	33		
4.05	Community Preservation Manager	1				60	60		
4.06	Community Preservation Staff	3				180	60		
4.06	Senior Planner	1				90	90		
4.07	Planning Staff	1				90	90		
<b>Community Development Total :</b>		<b>10</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1055</b>	<b>88</b>	<b>5</b>	<b>0</b>
<b>5. PUBLIC WORKS</b>									
5.01	Public Works Director	1				196	196		
5.02	Public Works Staff	2				160	80	5	
5.03	Assistant City Engineer	1				147	147		
5.04	Engineering Staff	8				688	86		
5.05	Chief Building Official	1				170	170		
5.06	Building Staff	8				455	57		
5.07	Environmental Services Manager	1				113	113		
5.08	Environmental Services Staff	0							
5.09	Maintenance Superintendent			1			0		
5.10	Assistant Maintenance Superintendent			1			0		
5.11	Maintenance Staff			19			0		
5.12	Building Manager			1					
5.13	Fleet/Street Manager			1					
5.14	Code Enforcement Manager	1				114	114		
<b>Public Works Total:</b>		<b>23</b>	<b>0</b>	<b>23</b>	<b>0</b>	<b>2133</b>	<b>93</b>	<b>5</b>	<b>0</b>
<b>6. FIRE</b>									
6.01	Fire Marshal	1				90	90		
6.02	Fire Inspector	1				60	60		
6.03	Fire Staff (Vacant)	1				90	90		
6.04	Fire Inspector (vacant)	1				60	60		
<b>Information Technology Total:</b>		<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>300</b>	<b>75</b>	<b>0</b>	<b>0</b>
<b>SUBTOTAL</b>		<b>68</b>	<b>4</b>	<b>23</b>	<b>0</b>	<b>7120</b>	<b>99</b>	<b>18</b>	<b>0</b>

**Department Office Space**

Department office space: Currently, David W. Smith City Hall is operating with 99 square feet of office space per person. This number is calculated using the square footage of each office space and how many staff members occupy each space. Total office square footage is divided by total staff members. There are 68 full-time employees that work at David W. Smith City Hall and 4 part-time. Some departments are more efficient with space than others, but the results of this study show that David W. Smith City Hall's floor plan is slightly inefficient, with each department needing more space to accommodate future staff growth.

## DAVID W. SMITH CITY HALL

### BUILDING PROGRAM

Space	CURRENT STAFF				CURRENT SPACE		FUTURE STAFF		
	City Hall		Other Locations		SF	USF/person	City Hall		
	FTE	Part Time Seasonal	FTE	Part Time Seasonal			FTE	Part Time Seasonal	
<b>7. MEETING ROOMS &amp; OTHER STAFF AMENITY SPACES</b>									
7.01	Chambers Conference					351			
7.02	Meeting Room 2					230			
7.03	Meeting Room 3					246			
7.04	Meeting Room 4					291			
7.05	Meeting Room 5					167			
7.06	HR Conference Room					165			
7.07	IS Work Room					190			
7.08	Floor 1 Work Area					325			
7.09	Finance Storage/ Work Room					240			
7.1	HR Work Area					69			
7.11	Floor 2 Work Room					245			
7.12	HR Finger Print					100			
7.13	Break Room					415			
7.14	Coffee Area					77			
7.15	Lactation Room					60			
7.16	Council Chambers					2032			
<b>Meeting Rooms and Other Staff Amenity Spaces Total :</b>						<b>5,202.81</b>			
<b>8. STORAGE &amp; OTHER NON ASSIGNABLE AREAS</b>									
8.01	Chair Storage					100			
8.02	Chambers AV Closet					41			
8.03	Clerk Files					131			
8.04	HR Files					150			
8.05	Cashier Files					80			
8.06	Copy Room 1					77			
8.07	First Floor Restrooms					806			
8.08	Second Floor Restrooms					496			
8.09	First Floor Building Support (Mech, Elec, etc.)					431			
8.1	Second Floor Building Support (Mech, Elec, etc.)					280			
8.11	Floor 1 Circulation					6,632			
8.12	Floor 2 Circulation					3,225			
<b>Storage and Other NonAssignable Area Total :</b>						<b>12,449</b>			
<b>GRANDTOTAL</b>		<b>64</b>	<b>4</b>	<b>23</b>	<b>0</b>	<b>24,772</b>	<b>364</b>	<b>18</b>	<b>0</b>

### Staff Growth

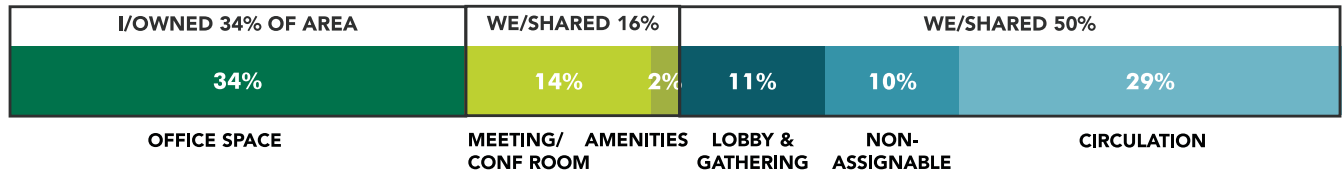
18 future staff are projected to be added to David W. Smith City Hall over the next 10 years. During interviews conducted to determine needs and future growth, each department head identified future staff additions, if any.

**72** Current Staff, 25,000 SF David W. Smith City Hall  
 Total SF/ person: **347**

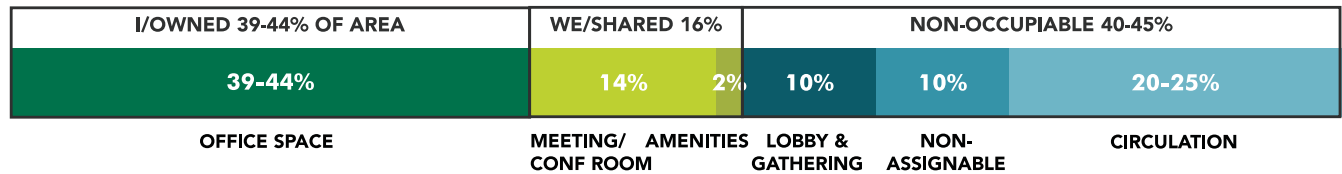
**90** Future Staff, 25,000 SF David W. Smith City Hall  
 Total SF/person: **278**

29% Circulation Factor: indicates a slightly inefficient space plan, planning standards is 20-25%.

**Current Space Utilization**



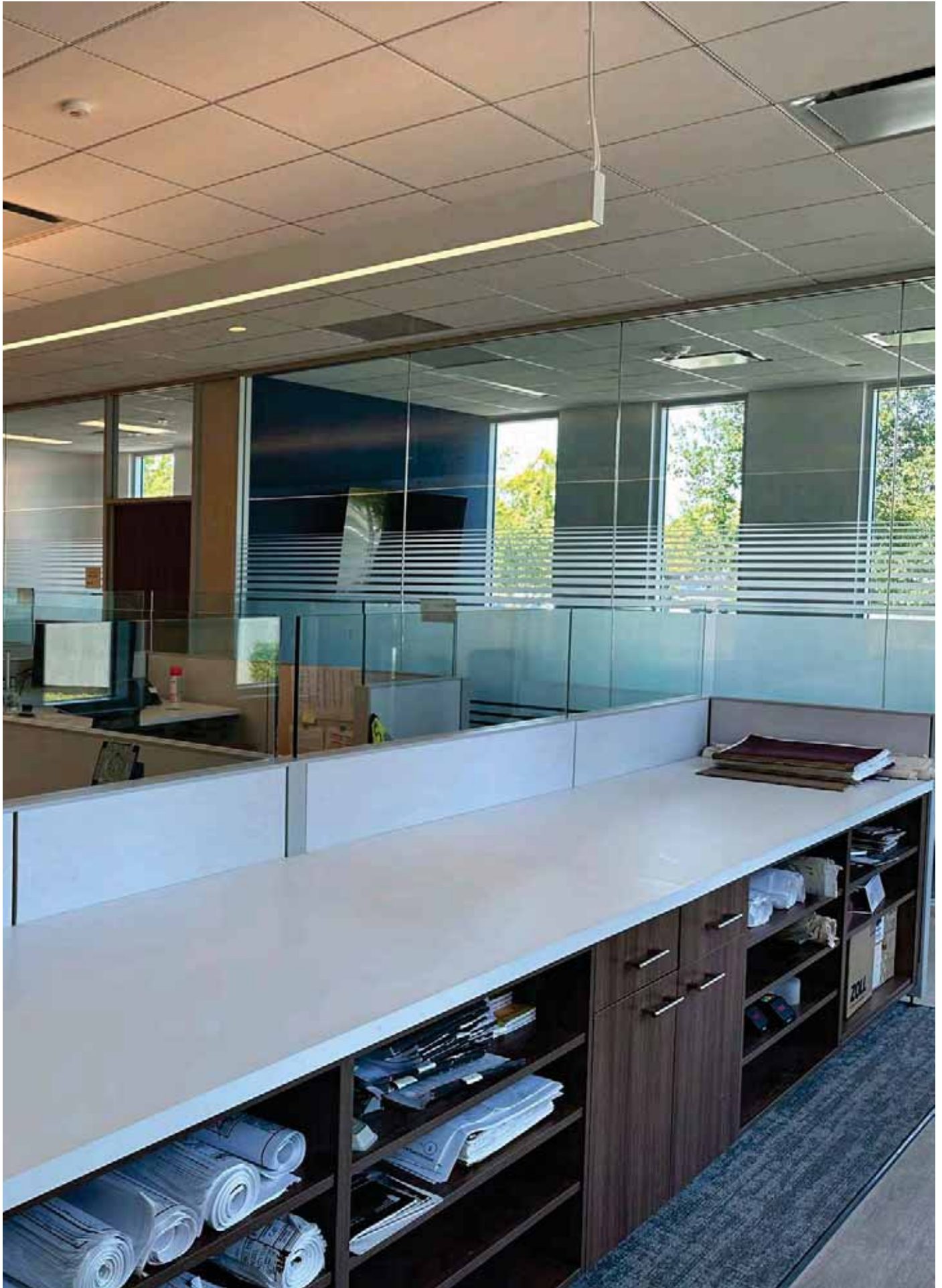
**Future Space Utilization**



**SPACE UTILIZATION**

Through calculating current space usage, the space allocation for David W. Smith City Hall was determined and is shown below in percentages. This calculation shows that the layout and current space allocation is slightly inefficient, with 29% percent used for circulation while 20-25% is the average. With some carefully rework of public lobbies and service desks, there could be some shift to increase office space to accommodate future staff growth.

City staff noted a lack of storage in the David W. Smith City Hall workspaces throughout the planning process, though in-person assessment and space utilization analyses concluded that existing storage is not efficiently used and could be reorganized to better handle staff storage needs.



# FIRE STATION 27



**RECOMMENDATION: REPLACE**

**Address:** 3909 Cherry Street, Newark, CA 94560

**Built:** 1981

**Size:** 6,000 square feet

**Site Area:** 1.2 acres

**Estimated Project Costs:**

New 8,000 SF Station: \$15,801,000

New 10,000 SF Station: \$19,655,000

YEAR	FCI (Facility Condition Index)
Current	8.8%
3-Year	10.2%
5-Year	12.8%
10-Year	25.2%

# FIRE STATION 29



## RECOMMENDATION: REPLACE

**Address:** 35775 Ruschin Drive, Newark, CA 94560

**Built:** 1962

**Size:** 5,200 square feet

**Site Area:** 0.58 acres

**Estimated Project Costs:**

New 8,000 SF Station: \$15,801,000

New 10,000 SF Station: \$19,655,000

YEAR	FCI (Facility Condition Index)
Current	5.5%
3-Year	7.7%
5-Year	11.7%
10-Year	19.8%

FIRE OPERATIONS ISSUES:

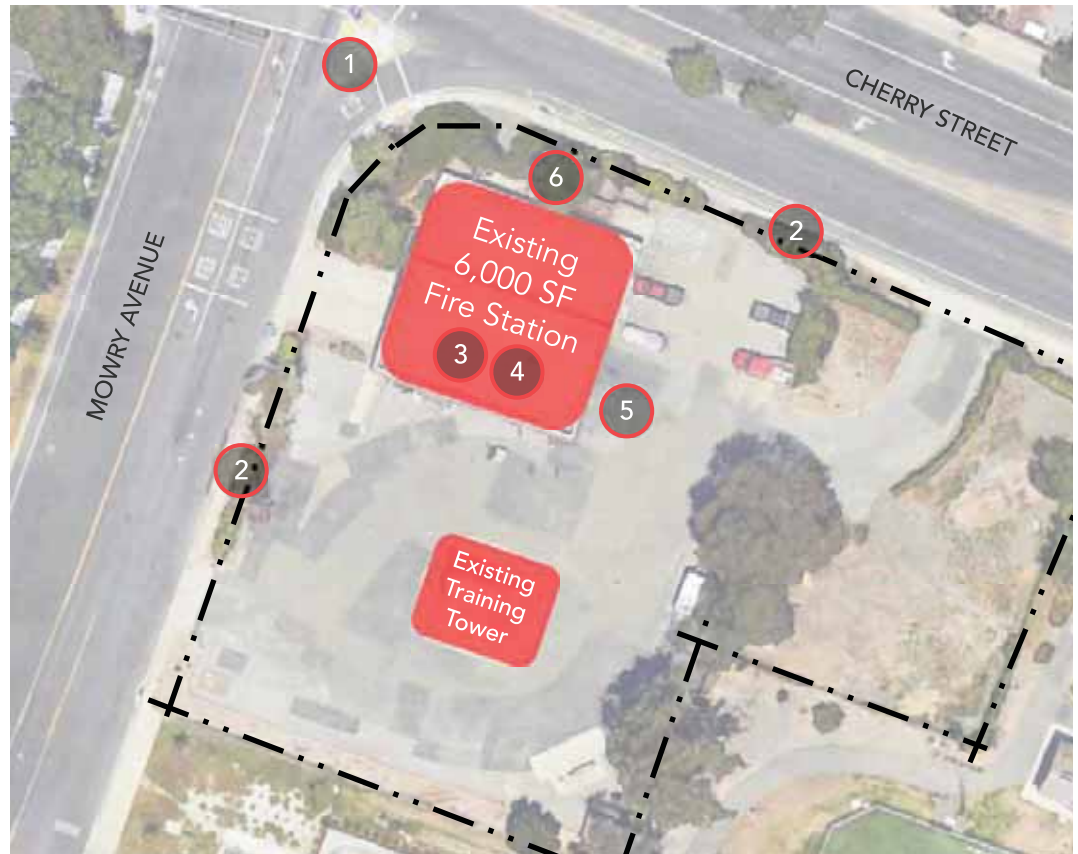
1. Need to repair intersection pre-empt signage
2. Need site security with perimeter fencing and gates

ESSENTIAL SERVICES ACT COMPLIANCE ISSUES:

3. Need emergency back-up power for entire station
4. Need seismic strengthening for entire station

CODE COMPLIANCE ISSUES:

5. Need to divert truck washing to sewer
6. Need to repair leaks at exterior wall and doors



FIRE STATION 27 EXISTING CONDITIONS

The Newark Fire Station 27 was built in 1981 on a corner lot located at Mowry Avenue and Cherry Street. The one-story station is approximately 6,000 SF and sited on a 1.38 acre site. The three-story fire training tower was constructed in 1982.

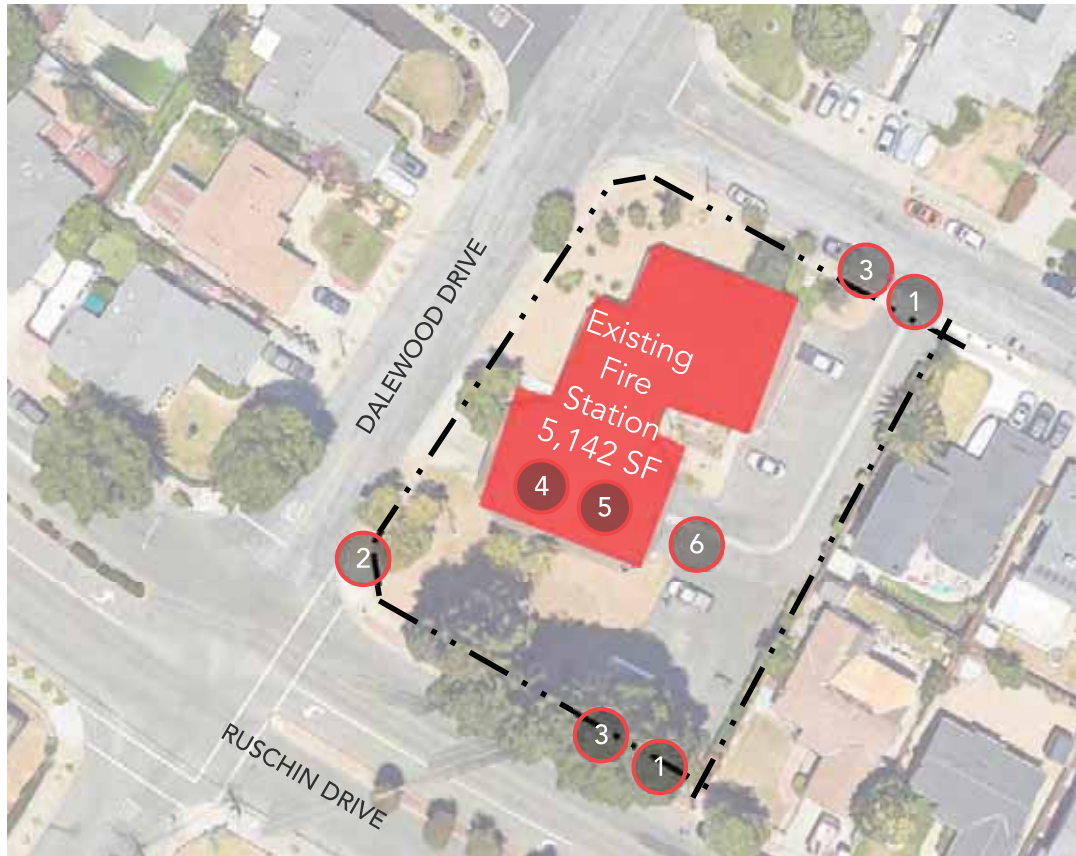
The fire station accommodates a single engine company, which is staffed with three fire personnel. The apparatus bays were expanded to accommodate longer fire apparatus and the one large dormitory room was divided into semiprivate sleeping areas with partial height walls.

The wood framed building is finished on the exterior, cement plaster on the walls, and metal mansard roof framing around the building perimeter. There is low sloped roof framing and foam roofing material behind the mansards to accommodate mechanical equipment.

The existing station comprised of two apparatus bays, which is also used as the decontamination clean up, turnout gear storage space and exercise space. All these functions are required to have separate ventilated spaces to be code compliant with the National Fire Protection Association (NFPA) and OSHA.

The living quarters is a combined kitchen, dayroom and dining room space with separate locker room for personal gear and one restroom. The sleeping quarters are one large space that has been subdivided. The main public entrance to the fire station opens into a small lobby and reception area. There is no dedicated Fire Captain’s office or Firefighter work area for report writing.

The existing site is not secured along the entire perimeter of the site. There is adequate parking for fire personnel, but no dedicated parking for the public or accommodation for accessibility. The fire station is immediately adjacent to the Newark Skate Park, Sports Field Park and close to the Silliman Activity and Family Aquatic Center.



FIRE OPERATIONS ISSUES:

1. Need site security with perimeter fencing and gates
2. Need to repair phone line
3. Need to underground existing power lines over emergency path of response

ESSENTIAL SERVICES ACT COMPLIANCE ISSUES:

4. Need emergency back-up power for entire station
5. Need seismic strengthening for entire station

CODE COMPLIANCE ISSUES:

6. Need to divert truck washing to sewer

FIRE STATION 29 EXISTING CONDITIONS

Newark Fire Station 29 was built in 1962 and is located on the corner of Newark Blvd. and Dalewood Drive. The one-story station is approximately 5,142 SF and sited on a 0.58-acre site. The station was renovated and expanded in 1975 to accommodate individual bunk rooms and restrooms with showers and lockers.

The exterior walls are load bearing stack bond concrete masonry block with aluminum framed windows and doors. The roof framing is pitched and is covered with lightweight concrete tiles. There are several areas of dry rot, insect and water damage to the roof eaves and facias.

The fire station accommodates a single engine company, which is staffed with three fire personnel. The apparatus bays were not expanded to accommodate longer fire apparatus as originally planned. The existing station is comprised of two drive through apparatus bays, which are also used as the decontamination clean up and turnout gear storage space. All these functions are required to have separate ventilated spaces to be code compliant with the NFPA and OSHA.

The living quarters is a combined kitchen, dayroom and dining room space. There is a dedicated exercise space. The sleeping quarters is one large space that has been subdivided into semi private sleeping areas with partial height walls. The main public entrance to the fire station opens onto the watch room and reception area. There are dedicated Fire Captain’s office and Firefighter work area for report writing.

The existing site is not secured along the entire perimeter. There is adequate parking for fire personnel, but no dedicated parking for the public or accommodation for accessibility. The fire station is immediately adjacent to single family residential neighborhoods. Newark Junior High School, Newark Community Center Park and NewBark Dog Park are in close proximity.

## FIRE STATION NEEDS

### FIRE STATION 27 & 29

#### ESSENTIAL SERVICE ACT COMPLIANCE ISSUES

Both facilities need seismic strengthening and emergency back-up power.

#### CODE COMPLIANCE ISSUES

Current facilities do not meet current ADA as well as other compliance issues with egress and ventilation.

#### LIFE SAFETY ISSUES

Current facilities need fire alarm systems.

#### OPERATIONS

Improvements to bring facilities up to current best practices for fire operations and security.



## FIRE STATION OPTIONS

### FIRE STATION 27 & 29

#### FIRE STATION #27



#### FIRE STATION #29





#### FIRE STATION 27 & 29 NEEDS

As shown by the facility condition index numbers on pages 62 and 63, Fire Stations 27 and 29 are in need of major improvements projects. Both of the stations have a vast amount of deferred maintenance needs that include code compliance, life safety, and operational shortcomings. Both facilities were constructed several decades ago in the 1960s and 80s, and do not reflect modern fire safety standards. Listed below are the overall needs for both facilities. Facility-specific information can be found on pages 64 and 65.

- **Essential Service Act Compliance:** Both facilities need seismic strengthening and emergency back-up power.
- **Code Compliance Issues:** Current facilities do not meet current ADA as well as other compliance issues with egress and ventilation.
- **Life Safety Issues:** Current facilities need fire alarm systems.
- **Operations:** Improvements are needed to bring facilities up to current best practices for fire operations and security.

# FIRE STATION 28



**RECOMMENDATION: MAINTAIN**

**Address:** 7550 Thornton Avenue,  
Newark, CA 94560

**Built:** 2005

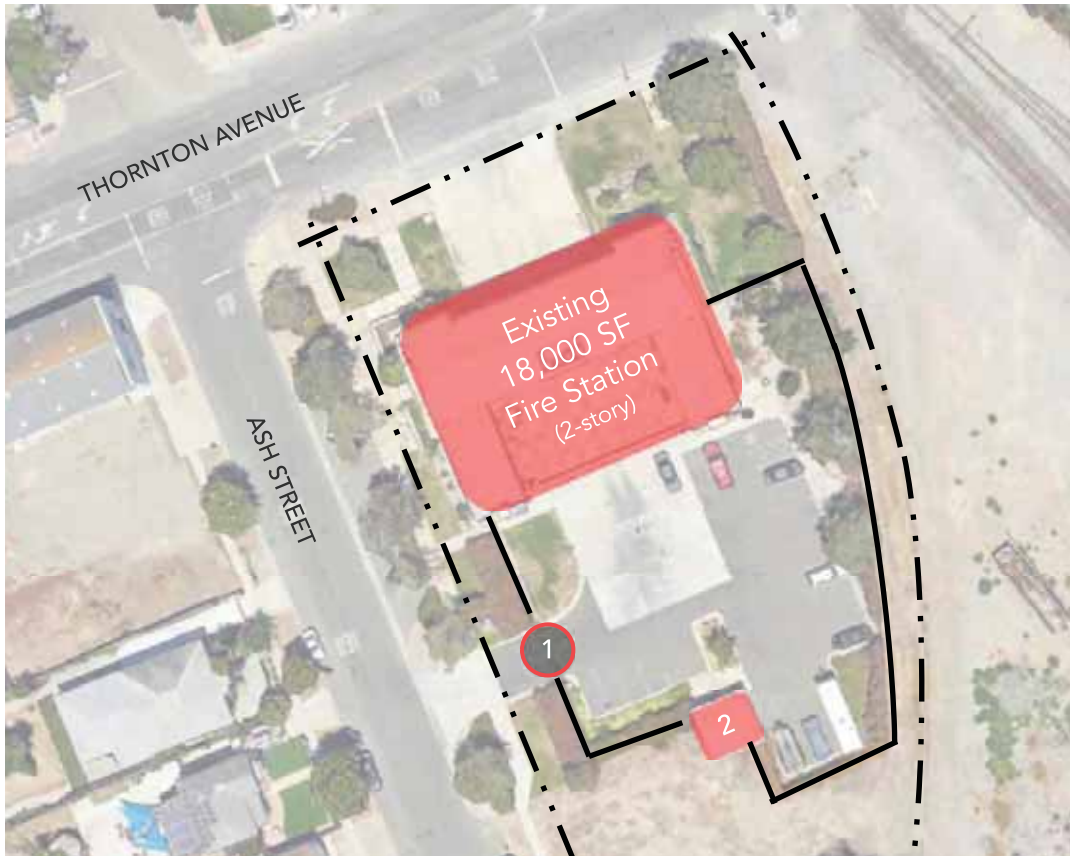
**Size:** 18,000 square feet

**Site Area:** 1.12 acres

**Estimated Project Costs:**

Station 28 Improvements: \$2,060,000

YEAR	FCI (Facility Condition Index)
Current	0.4%
3-Year	1.2%
5-Year	3.2%
10-Year	9.5%



FIRE OPERATIONS ISSUES:

1. Need to improve gate opening speed

ESSENTIAL SERVICES ACT COMPLIANCE ISSUES:

2. Need to increase emergency generator and fuel tank systems capacity to provide emergency power for the entire facility

**FIRE STATION 28 EXISTING CONDITIONS**

Newark Fire Station 28 was built in 2005 and is located on the corner of Thornton Avenue and Ash Street. The two-story facility is approximately 18,000 square feet which includes a storage loft and walk in attic space. The site is approximately 1.12 acres and has secured parking for fire personnel and an ancillary building, which houses the emergency generator and fuel tank. Renovation to the mechanical system occurred in 2015, but no expansion to the facility was needed.

The existing fire station is constructed with concrete masonry block bearing walls on the first floor and second floors that are clad with traditional detailed face brick and has decorative cast stone features emphasizing the apparatus bays, window heads and sills and along the roof line. The roof assembly is comprised of a pitched metal roofing with traditionally detailed stepped parapet end walls with stone parapet caps.

The fire station accommodates a single engine company, which is staffed with three fire personnel and a Battalion Chief. There are three drive thru apparatus bays with dedicated spaces for medical storage, the self-contained breathing apparatus (SCBA) compressor, work shop, and decontamination clean-up. Though this is a relatively new station, the turnout gear is stored along the apparatus bay walls. Per code the turnout gear should be stored in a separate ventilated space to be code compliant with the NFPA and OSHA.

There is a main public entrance and dedicated lobby, reception area and accessible restroom. The administrative spaces include a conference room, work area for firefighters, and offices for the Fire Captain and Battalion Chief.

The living and sleeping quarters are on the second floor with an open concept kitchen, dayroom and dining room space, individual bunk rooms, gender specific restrooms, exercise room and a large roof patio space.

The existing site is secured along the entire perimeter with metal fencing. There is adequate parking for fire personnel and on street parking for public visitors, which accommodates accessibility. The fire station is immediately adjacent to railroad tracks, single family residences, and commercial businesses.

# FIRE STATION NEEDS

## FIRE STATION 28

### ESSENTIAL SERVICE ACT COMPLIANCE

Increase emergency power capacity for the entire facility and systems.

### INTERIOR

Minor interior improvements to improve life safety, code compliance, operations and security issues.

### EXTERIOR

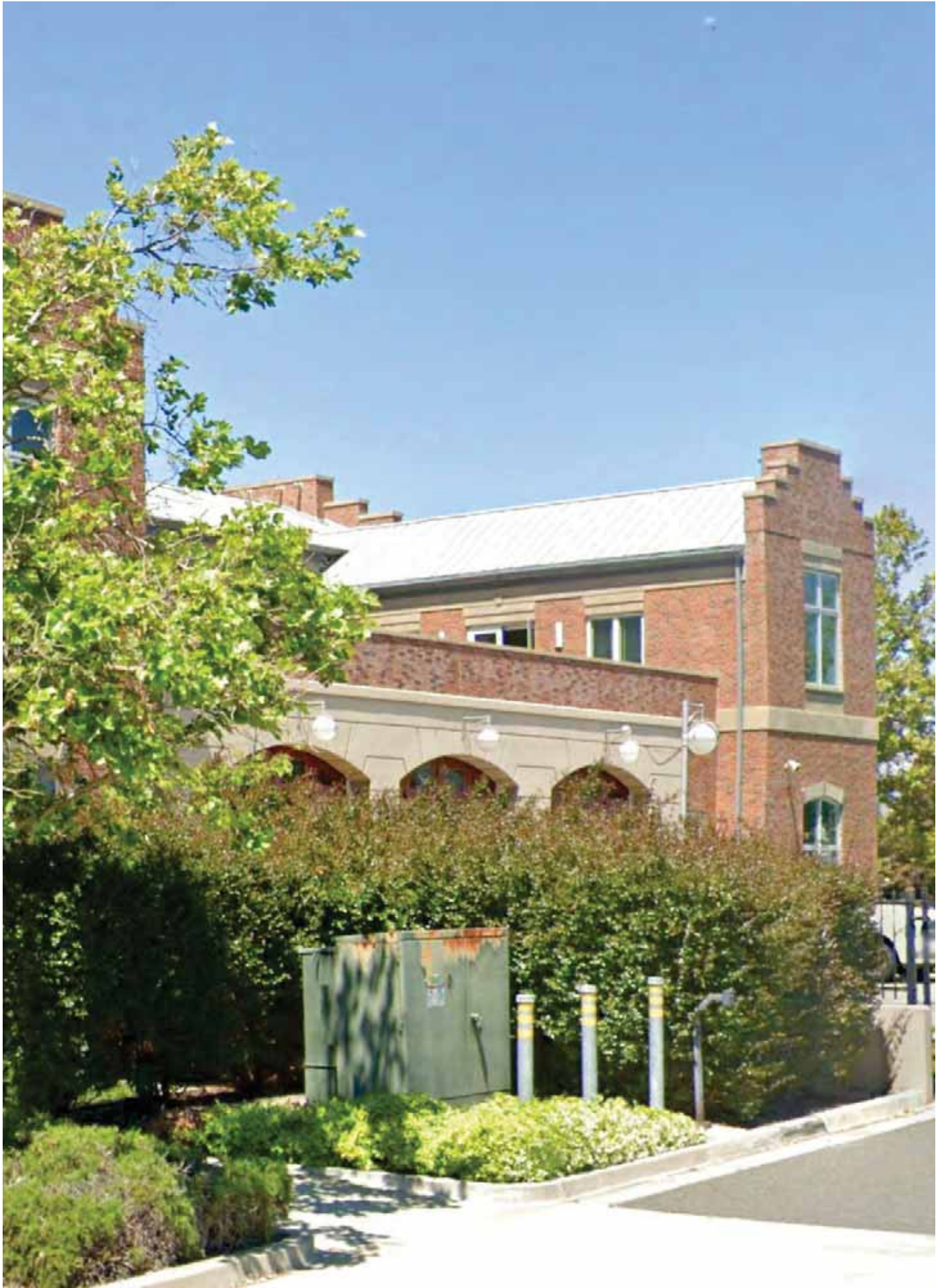
Improvements to site security and operations.



### FIRE STATION 28 NEEDS

Fire Station 28 is in good condition as shown by the Facility Condition Index numbers on page 68. In order to keep the building maintained, these following needs should be addressed:

- **Essential Service Act Compliance:** Increase emergency power capacity for the entire facility and systems
- **Interior:** Minor interior improvements to improve life safety, code compliance, operations, and security issues
- **Exterior:** Improvements to site security and operations



# NEWARK POLICE DEPARTMENT



**RECOMMENDATION: MAINTAIN**

**Address:** 37077 Newark Boulevard,  
Newark, CA 94560

**Built:** 2020

**Size:** 24,000 square feet

**Site Area:** 1.76 acres

**Estimated Project Costs:**

*Police Station Improvements: \$2,223,000*

YEAR	FCI (Facility Condition Index)
Current	0.1%
3-Year	0.1%
5-Year	0.1%
10-Year	3.5%



- |   |   |   |   |
|---|---|---|---|
| 1. Bad acoustics in lobby/entrance                      | 3. Repair ballistics glazing and add visual control at high windows | 5. Repurpose existing interview room to soft interview room and sleeping room | 7. Complete visual surveillance and access control systems  |
| 2. Reallocate existing sleeping room to court zoom room | 4. Relocate live scan into a room                                   | 6. Add door for second tier security at armory                                | 8. Add door at patrol for visual and acoustical control   |
|   |   |   | 9. Reallocate office spaces to provide separate offices for the red light analyst and dispatch supervisor |

**NEWARK POLICE DEPARTMENT EXISTING CONDITIONS**

The Newark Police Department was built in 2020 along with the Alan L. Nagy Library and the David W. Smith City Hall as part of the Civic Center campus. The building sits on 1.76 acres and has one story of 24,000 square feet. The central location of the Newark Civic Center gives officers easy access to the Newark community and additionally connects the building to the plaza between the Alan L. Nagy Library and David W. Smith City Hall where community events often take place. The building’s public parking is shared with the Newark Civic Center and has secured police car parking as well.

The building is modern and features a large, light-filled public lobby and service desk. Beyond the lobby, there is a large training room, open and individual office spaces, evidence storage, men’s and women’s locker rooms, and other detective and interview spaces. Observations are listed below:

- New building that serves the Newark community well
- Lobby and entryway acoustics: noise carries
- Ballistics and glazing need to be repaired
- Armory could use second tier security
- Patrol space lacks visual and acoustical control
- Red light analyst and dispatch supervisor share office

**PUBLIC SAFETY NEEDS**

**POLICE STATION**

**INTERIOR**  
 Minor interior improvements to improve operations and security.

**EXTERIOR**

- Improvements to site security, vehicle charging capacity and operations.
- Improve roof and storm drainage and waterproofing issues.



**NEWARK POLICE DEPARTMENT NEEDS**

Because the Newark Police Department was built only four years ago, it is operating well and remains a new, modern, effective building. In order to maintain the building well into the future, some minor improvements could be made within the next few years:

- **Interior:** Minor interior projects to improve operations and security
- **Exterior:** Improvements to site security, vehicle charging capacity and operations as well as improving roof and storm drainage and waterproofing issues



# NEWARK SERVICE CENTER



**RECOMMENDATION: RENOVATE**

**Address:** 37440 Filbert Street, Newark, CA 94560

**Built:** 1965-1988

**Size:** 40,000 square feet total (multiple buildings)

**Site Area:** 4.9 acres

**Estimated Project Costs:**

**Service Center Improvements:**  
\$13,016,000

YEAR	FCI (Facility Condition Index)
Current	4.0%
3-Year	8.5%
5-Year	14.0%
10-Year	24.7%



Identified needs at Newark Service Center

**NEWARK SERVICE CENTER EXISTING CONDITIONS**

Located on Filbert Street, the Newark Service Center sits across from the existing Clark W. Redeker Senior Center. There are seven buildings included on the site that were all developed between the years of 1965 and 1988. The seven buildings total just under 40,000 square feet. One of the seven buildings is used for Maintenance administration staff offices and is 2,400 square feet. Newark Service Center observations are listed below.

**Administration Building**

- Office space is not efficiently laid out.
- Portable facility that is outdated and small.

**Lockers and Break Room**

- Both genders' lockers are located within the open training/ lunchroom, meaning that staff are changing in the open area. A room divider exists but does not work anymore.

**Building Shop and Maintenance Bays**

- Shop does not have HVAC/ proper air circulation.
- Maintenance bays cannot fully accommodate fleet size; fire engines do not fit well.

**Covered Parking and Security**

- The back corners of the Newark Service Center are sometimes used as illegal entry points to the facility; facility security is not adequate.
- Not enough coverage for parking needs.

# SECOND CHANCE EMERGENCY SHELTER



**RECOMMENDATION: MAINTAIN**

*Built:* 1960  
*Size:* 3,200 square feet  
*Site Area:* 0.51 acres

YEAR	FCI (Facility Condition Index)
Current	0.7%
3-Year	2.7%
5-Year	6.6%
10-Year	22.6%

# OLD FIRE STATION (VACANT)



**RECOMMENDATION: SELL, REPURPOSE, OR DEMOLISH**

**Address:** 7700 Thornton Avenue,  
Newark, CA 94560

**Built:** 1980

**Size:** 4,900 square feet

**Site Area:** 0.37 acre

Newark's Old Fire Station is currently vacant and has high amounts of maintenance needs (see FCA report in appendix for further details). This building should be sold, repurposed, or demolished based on its lack of code compliance and the high cost of needed renovation to adhere to modern building operations standards.

YEAR	FCI (Facility Condition Index)
Current	13.1%
3-Year	13.5%
5-Year	21.6%
10-Year	27.1%