



Staff Report

Date: September 13, 2016

To: City Council

From: Valerie J. Barone, City Manager

Reviewed by: Victoria Walker, Director of Community and Economic Development

Prepared by: Ray Kuzbari, Transportation Manager
ray.kuzbari@cityofconcord.org
(925) 671-3129

Subject: **Considering approval of a cooperative agreement with the Contra Costa Transportation Authority to fund construction costs of the Salvio Street Complete Streets Project, Project No. 2331, and authorizing the Mayor to execute the agreement.**

This project qualifies for a Categorical Exemption pursuant to the California Environmental Quality Act Guidelines Section 15301(c) – Existing Facilities.

Report in Brief

In 2015, the City of Concord was granted \$355,000 in Measure J Line 21a funds by 511 Contra Costa to fund construction costs of the Salvio Street Complete Streets Capital Improvement Program Project (Project No. 2331).

The City was recently contacted by the Contra Costa Transportation Authority (CCTA) and requested to enter into a new funding agreement with CCTA to secure this grant. The proposed funding agreement is listed as Attachment 1 to this report.

Recommended Action

Staff recommends that the City Council find that the project is exempt from CEQA and approve the proposed cooperative agreement with the Contra Costa Transportation Authority to fund construction costs of the Salvio Street Complete Streets Project

City Council Agenda Report

Considering a Cooperative Agreement with the Contra Costa Transportation Authority to Fund Construction of the Salvio Street Complete Streets Project, Project No. 2331.
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(Project No. 2331) in substantially the form attached hereto, and authorize the Mayor to execute the agreement.

Background

In 2015, the City of Concord signed a funding agreement with 511 Contra Costa to allocate \$355,000 in Measure J Line 21a funds (Safe Transportation for Children) for construction of Capital Improvement Program Project No. 2331. This project is included in the City's FY 2016-17 Capital Improvement Program (CIP).

511 Contra Costa is a comprehensive Transportation Demand Management (TDM) program that promotes alternatives to the single occupant vehicle in Contra Costa County. The program was designed to encourage utilization of alternative modes of transportation that eliminate traffic congestion and improve air quality by maximizing the use of other commute options, including carpooling, vanpooling, telecommuting, biking, public transit, and walking.

Additionally, 511 Contra Costa has been active in promoting safety for children in school areas in the County by funding capital improvement projects and educational programs to raise awareness of children safety in school zones.

CIP Project No. 2331 was recognized by 511 Contra Costa as a safety project benefitting Olympic High School students and, hence, was approved for Measure J Line 21a grant funding as noted above. This project consists of Complete Streets improvements on Salvio Street between Port Chicago Highway and Parkside Drive, including pavement improvements and Complete Streets upgrades in the vicinity of Olympic High School. The project was designed to accommodate Class II bike lanes with buffer zones, vehicle parking (mostly on the school side), narrowed vehicle lanes, enhanced safety for walking/bicycling students, and improved transit access.

The funding agreement with 511 Contra Costa is limited to funding construction costs only. 511 Contra Costa would reimburse the City for construction costs incurred on the project, not to exceed \$355,000.

Analysis:

On June 14, 2016 the City Council awarded the construction contract for the Salvio Street Complete Streets Project to MCK Services Inc. of Concord. The work includes pavement resurfacing, installation of buffered Class II bike lanes, and other improvements. The Project is currently under construction and is expected to be completed by November 2016.

A separate but closely related Complete Streets CIP project on Salvio Street (Project No. 2355) will install a new sidewalk along the north side of Salvio Street from Parkside

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Drive to Beach Street. This project is funded with Measure J Bond funds and has been combined for construction with Project No. 2331 to allow for a coordinated and more efficient implementation of these improvements. The construction contract approved for CIP Project No. 2355 also includes pavement rehabilitation improvements on Oak Grove Road from Monument Boulevard to Whitman Road.

It should be noted that organizational changes relative to TRANSPAC and CCTA have occurred since Measure J Line 21a funding was approved for Project No. 2331. As a result of these changes, 511 Contra Costa ceased to exist as a standalone organization, effective July 1, 2016, and the Transportation Demand Management (TDM) program was shifted to CCTA on a permanent basis. CCTA, in turn, contracted out the daily functions and responsibilities of the 511 Contra Costa program to the consulting firm of Stantec.

Furthermore, the City of Concord was notified by CCTA of the need to enter into a new funding agreement for Project No. 2331 to recognize CCTA's new role of managing funding allocations previously approved by 511 Contra Costa. The proposed funding agreement with CCTA (Attachment 1) retains the same terms and conditions of the original funding agreement with 511 Contra Costa. *(The original funding agreement with 511 Contra Costa is listed as Exhibit B of the new funding agreement with CCTA.)*

Similar to the original agreement, the new funding agreement is limited to funding construction costs only, whereby CCTA will reimburse the City for construction costs incurred on Project No. 2331 up to \$355,000. These grant funds may only be expended for the Salvio Street pavement improvements and Complete Streets upgrades.

The City Attorney's office has reviewed the proposed funding agreement with CCTA, provided input, and concurred with the terms and conditions of the agreement.

Financial Impact

Project No. 2331 is funded with a combination of Measure J Line 21a funds (\$355,000 for Salvio Street pavement improvements/Complete Streets upgrades), Measure J Bond funds (\$227,000 for Salvio Street sidewalk improvements), and Measure Q Lease Revenue Bond for the remainder of the project. No additional funding (including from the General Fund) will be needed to complete this project.

Execution of the proposed funding agreement with CCTA is required to secure the Measure J Line 21a funding allocation of \$355,000 for this project.

Environmental Determination

This project is categorically exempt from further review under CEQA¹ under CEQA Guidelines Section 15301(c) "Existing Facilities", as the project consists of negligible or

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no expansion of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails and similar facilities (including road grading for the purpose of public safety). The Notice of Exemption was filed with the County Clerk's Office on March 3, 2016.

Public Contact

The City Council Agenda was posted.

Attachments

1. Cooperative Agreement with CCTA

¹ California Environmental Quality Act (CEQA) of 1970, Public Resources Code § 21000, et seq., and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations, all as amended from time to time.

Cooperative Agreement No. 21C.01

BETWEEN

THE CONTRA COSTA TRANSPORTATION AUTHORITY AND CITY OF CONCORD

This **AGREEMENT** is made and entered into on _____, 2016 by and between the **CITY OF CONCORD**, hereinafter referred to as “**CONCORD**” and the **CONTRA COSTA TRANSPORTATION AUTHORITY** hereinafter referred to as “**AUTHORITY**”, collectively, “the parties”.

RECITALS

1. **AUTHORITY** and **CONCORD** pursuant to the Measure C Sales Tax Renewal Ordinance (# 88-01 as amended by # 04-02), hereinafter referred to as “**MEASURE J**”, approved by the voters of Contra Costa County on November 2, 2004, hereby desire to enter into a Cooperative **AGREEMENT** to define a framework to enable the two parties to work cooperatively in developing transportation improvements using **MEASURE J** Program funds.
2. **CONCORD** desires to fund a Complete Streets safety improvement project on Salvio Street between Parkside Drive and Port Chicago Highway in front of Olympic High School to improve walking, biking and transit access safety for students. **Exhibit A** to this **AGREEMENT** describes the proposed scope of work, hereinafter referred to as “**PROJECT**”.
3. **PROJECT** is estimated to cost the sum of \$640,000, including \$540,000 in estimated construction costs. **PROJECT** design is complete and construction is expected to be performed in 2016.
4. **PROJECT** is eligible for funding under the Measure J Central County Sub-regional Safe Transportation for Children Program (Line Item 21a).
5. In 2015, **CONCORD** entered into a funding agreement with **511 CONTRA COSTA** granting **CONCORD** \$355,000 in Measure J Program 21a funds to pay for **PROJECT** construction. Said funds were appropriated by **AUTHORITY** as part of **511 CONTRA COSTA**’s approved budget for FY 2014/15 and 2015/16. Said funding agreement between

CONCORD and **511 CONTRA COSTA** was limited to construction expenditures only as specified in **Exhibit B** to this **AGREEMENT**.

6. The **511 CONTRA COSTA** organization was integrated into **AUTHORITY** effective July 1, 2016. Continuation of the funding agreement between **CONCORD** and **511 CONTRA COSTA** and funding appropriation requires that **CONCORD** and **AUTHORITY** enter into a new cooperative funding agreement to maintain the \$355,000 grant in Measure J Program 21a funds for **PROJECT** construction.

NOW, THEREFORE, in consideration of the foregoing, **AUTHORITY** and **CONCORD** do hereby agree as follows:

SECTION I

CONCORD AGREES:

1. To complete **PROJECT** construction as planned.
2. To submit an invoice(s) to **AUTHORITY** upon **PROJECT** completion requesting a partial reimbursement of construction costs in the amount of \$355,000 and listing **CONCORD's** total cost for **PROJECT** construction. Invoicing procedures are specified in **Exhibit C** to this **AGREEMENT**.
3. To allow **AUTHORITY** to audit all expenditures relating to **PROJECT** funded through this **AGREEMENT**. For the duration of **PROJECT**, and for four (4) years following completion of **PROJECT**, or earlier discharge of this **AGREEMENT**, **CONCORD** will make available to **AUTHORITY** all records relating to expenses incurred in performance of this **AGREEMENT**.
4. To comply with **AUTHORITY's** policies on the management of Measure J Projects (Resolutions 08-13-P & 08-05-A) and all other applicable policies, which are available in the most recent version of **AUTHORITY's** Strategic Plan or on its website.
5. To provide, upon request, copies to **AUTHORITY** of all executed contracts and other **PROJECT** documents between **CONCORD** and consultants, contractors and others, involved in **PROJECT**. Copies of such executed contracts shall be retained for four (4) years following completion of **PROJECT** or earlier discharge of this **AGREEMENT**.

SECTION II

AUTHORITY AGREES:

1. In response to a request from **CONCORD** for appropriation of funds, provided notice of cancellation or termination of this **AGREEMENT** pursuant to Section III, paragraph 2 hereof, has not been given, to consider Resolution(s) consistent with available funds and any relevant components of **AUTHORITY**'s Measure J Strategic Plan then in effect to finance specific work components for **PROJECT**, setting forth the level of funding, purpose, timing, and scope of work to be performed by **CONCORD** pursuant to this **AGREEMENT**. Such resolution(s) will be incorporated into **Exhibit D** to this **AGREEMENT**, and by this reference made a part hereof. If warranted, funding resolution(s) may authorize advances or wire transfers to **CONCORD** to address anticipated cash flow needs.
2. To pay invoices submitted to **AUTHORITY** by **CONCORD** to reimburse **CONCORD** for **PROJECT** construction expenses, as outlined in Section I of this **AGREEMENT**, and to transfer funds to **CONCORD** for the purposes described in the relevant resolution(s) subject to **CONCORD** compliance with, and in the manner specified in **Exhibit C** to this **AGREEMENT**.
3. To provide timely notice if an audit is to be conducted.

SECTION III

IT IS MUTUALLY AGREED:

1. **Term:** This **AGREEMENT** will remain in effect until discharged or terminated as provided in Paragraph 2 below or elsewhere in this **AGREEMENT**.
2. **Termination:** This **AGREEMENT** shall be subject to termination as follows:
 - a. Either party may terminate this **AGREEMENT** at any time for a cause that is not specified in this **AGREEMENT** and that adversely affects the ability of the parties to cooperatively implement **PROJECT** by giving written notice of termination to the other party. Such notice shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least 90 days before the effective date of such termination. In the event either party is reasonably capable of curing the cause cited in the notice of termination, that party shall have 30 days from the date of the notice to initiate steps to cure. If that party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed 60 days from the date of

the initial notice, unless a further extension is granted by the party that gave notice to terminate.

- b. This **AGREEMENT** may be terminated by a party for breach of any obligation, covenant or condition hereof by the other party, upon notice to the breaching party. With respect to any breach which is reasonably capable of being cured, the breaching party shall have 30 days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed 60 days from the date of the initial notice, unless a further extension is granted by the non-breaching party. Upon termination, the non-breaching party retains the same rights as a party exercising its right to terminate under the provisions of paragraph 2(a), except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance.
 - c. By mutual written consent of both parties, this **AGREEMENT** may be terminated at any time, including upon expenditure of all appropriated **PROJECT** funds.
3. **Indemnity:** To the fullest extent permitted by law, **CONCORD** shall defend, indemnify and hold **AUTHORITY**, its officers, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of **CONCORD**, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of **PROJECT** or this **AGREEMENT**, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. **CONCORD's** obligation to indemnify shall not be restricted to insurance proceeds, if any, received by **AUTHORITY**. Notwithstanding the foregoing, **CONCORD** shall not be obligated to indemnify **AUTHORITY** for **AUTHORITY's** own active negligence or willful misconduct.
 4. **Notices:** Any notice which may be required under this **AGREEMENT** shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

Contra Costa Transportation Authority

Peter Engel, Program Manager
2999 Oak Road, Suite 100
Walnut Creek CA 94597

City of Concord
Ray Kuzbari, Transportation Manager
1950 Parkside Drive
Concord, CA 94519

5. **Additional Acts and Documents:** Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this **AGREEMENT**.
6. **Integration:** This **AGREEMENT** represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
7. **Amendment:** This **AGREEMENT** may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this **AGREEMENT** shall be void and of no effect.
8. **Independent Agency:** **AUTHORITY** renders its services under this **AGREEMENT** as an independent agency. None of **AUTHORITY**'s agents or employees shall be agents or employees of **CONCORD**. **CONCORD** renders its services under this **AGREEMENT** as an independent agency. None of **CONCORD**'s agents or employees shall be agents or employees of **AUTHORITY**.
9. **Assignment:** This **AGREEMENT** may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.
10. **Binding on Successors, Etc.:** This **AGREEMENT** shall be binding upon the successor(s), assignee(s) or transferee(s) of **AUTHORITY** or **CONCORD**, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this **AGREEMENT** other than as provided above.
11. **Severability:** Should any part of this **AGREEMENT** be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this **AGREEMENT** which shall continue in full force and effect; provided that, the remainder of this **AGREEMENT** can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
12. **Counterparts:** This **AGREEMENT** may be executed in counterparts.
13. **Survival:** The following provisions in this **AGREEMENT** shall survive discharge or termination of the **AGREEMENT**.

- a. As to **CONCORD**:
 - i) Section I, paragraphs 1 (obligation to apply funds to **PROJECT**)
 - ii) Section I, paragraph 3 (obligation to allow audit and retain records)
 - iii) Section I, paragraph 5 (obligation to provide copies)

- b. As to **AUTHORITY**:
 - i) Section II, paragraphs 2 (obligation to provide funds for work completed prior to termination without cause)
 - ii) Section II, paragraph 3 (obligation to provide notice of audit)

- c. As to both parties:
 - i) Section III, paragraph 2b (rights that survive termination)
 - ii) Section III, paragraph 3 (indemnity obligations)

14. **Limitation:** All obligations of **AUTHORITY** under the terms of this **AGREEMENT** are expressly subject to **AUTHORITY**'s continued authorization to collect and expend the sales tax proceeds provided by Measure J. If for any reason **AUTHORITY**'s right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, **AUTHORITY** shall promptly notify **CONCORD**, and the parties shall consult on a course of action. If, after 25 working days, a course of action is not agreed upon by the parties, this **AGREEMENT** shall be deemed terminated by mutual or joint consent; provided, that any obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of **AUTHORITY** to expend sales tax proceeds for the purposes of this **AGREEMENT**; and (ii) the availability, taking into consideration all the obligations of **AUTHORITY** under all outstanding contracts, agreements to other obligations of **AUTHORITY**, of funds for such purposes.

CITY OF CONCORD

**CONTRA COSTA
TRANSPORTATION AUTHORITY**

By: _____
Laura M. Hoffmeister, Mayor

By: _____
Dave E. Hudson, Chair

ATTEST

ATTEST

By: _____
Joelle M. Fockler
City Clerk

By: _____
Randell H. Iwasaki
Executive Director

APPROVED as to form:

APPROVED as to form:

By: _____
Susanne M. Brown
City Attorney

By: _____
Malathy Subramanian
Legal Counsel

COOPERATIVE AGREEMENT NO. XXX.XX

Between
The Contra Costa Transportation Authority
and the City of Concord

EXHIBIT A

DESCRIPTION OF PROJECT

PROJECT will construct pavement and Complete Streets improvements on Salvio Street between Parkside Drive and Port Chicago Highway in front of Olympic High School to accommodate Class II bike lanes, buffer zones, vehicle parking, narrowed vehicle lanes, and improved safety for walking/bicycling students and improved transit access.

PROJECT supports the objectives of the Measure J Central County Sub-regional Safe Transportation for Children Program (Line Item 21a), and is eligible for funding under this program.

PROJECT will be implemented in parallel with another project in **CONCORD** to install a new concrete sidewalk on the north side of Salvio Street from Parkside Drive to Beach Street. Although separate, the sidewalk improvements will complement **PROJECT** by creating a fully integrated Complete Streets facility on Salvio Street to safely serve multi-modal access for students at Olympic High School.

COOPERATIVE AGREEMENT NO. XXX.XX

**Between
The Contra Costa Transportation Authority
and the City of Concord**

EXHIBIT B

**CITY OF CONCORD COMPLETE STREETS
FUNDING AGREEMENT WITH
511 CONTRA COSTA**

City of Concord Complete Streets Funding Agreement

This project consists of Complete Streets improvements on Salvio Street for student safety in front of Olympic High School between Port Chicago Highway and Parkside Drive. The project includes pavement improvements and Complete Streets design to accommodate Class II bike lanes, buffer zones, vehicle parking, narrowed vehicle lanes, and improved safety for walking/bicycling students and improved transit access. **This funding agreement is limited to construction expenditures only.**

Improvement Identified by City of Concord	Estimated Total Project Cost	Estimated Construction Cost	Construction Expenditure Funded by 511 Contra Costa
1 Salvio Street Complete Streets and School Area Safety Project	\$ 640,000	\$ 540,000	\$ 355,000
2			
3			
4			
5			
TOTAL	\$ 640,000	\$ 540,000	\$ 355,000

TOTAL FUNDING GRANTED TO CITY OF CONCORD \$ 355,000

Estimated Project Completion Date: FY 2015-16

Lynn Overcashier 4/6/15
 Lynn Overcashier Date
 Program Manager
 511 Contra Costa

Valerie Barone 3-27-15
 Valerie Barone Date
 City Manager
 City of Concord

COPIES
 Cooperative Agreement No. 21C.01 between
 AUTHORITY & CONCORD

COOPERATIVE AGREEMENT NO. XXX.XX

Between
The Contra Costa Transportation Authority
and the City of Concord

EXHIBIT C

INVOICING PROCEDURES

I. PROCEDURE FOR INVOICES PREPARED BY CONCORD FOR SUBMITTAL TO AUTHORITY:

1. **CONCORD** shall prepare and submit an invoice(s) to **AUTHORITY** upon **PROJECT** completion.
2. Each invoice shall include a cover letter signed by **CONCORD**'s authorized representative that includes the following:
 - 2.1. Reference to this **AGREEMENT**, including Cooperative Agreement number;
 - 2.2. A sequential billing number (1, 2, 3 ...etc.);
 - 2.3. A summary of consultant/contractor costs incurred for which **CONCORD** is seeking reimbursement;
 - 2.4. Expenditure Summary Report as shown in Table C-1 and described in paragraph 3 below;
 - 2.5. A listing of attachments; and
 - 2.6. Contact person and information.
3. **EXPENDITURE SUMMARY REPORT**

The invoice shall include an Expenditure Summary Report as shown in Table C-1, including the following:

- 3.1. Funding Sources

- 3.2. Total Budget (Grant Amount)
- 3.3. Previous Expenditures Billed (Construction)
- 3.4. Construction Expenditures Billed This Period (Consultants/ Contractor)
- 3.5. Total Expenditures Billed (Construction)
- 3.6. Budget Remaining

II. PROCEDURE FOR INVOICES PREPARED BY CONSULTANTS/CONTRACTOR FOR SUBMITTAL TO CONCORD:

CONCORD shall be responsible for reviewing and paying consultant/contractor invoices and assuring that said invoices are appropriate and prepared in accordance with industry accepted standards and **AUTHORITY's** consultant/contractor invoicing procedures.

SAMPLE INVOICE COVER LETTER FROM PROJECT SPONSOR

[Concord Logo]

Salvio Street Complete Streets Improvement Project – Measure J Program 21a

Invoice Date: October 1, 2016

Contract number: [Contract number]
Sequential Billing No: 1234-5
Consultant Invoice Number: 67-8910
Period Covered: July 1–September 30, 2016

Peter Engel, Program Manager
2999 Oak Road, Suite 100
Walnut Creek, CA 94597

Dear Mr. Engel:

Submitted herewith is our invoice for the third quarter (July–September) of Fiscal Year 2016–17 for work on [Project Name]. During this period, the consultants/contractor has incurred [\$xxx,xxx] in billable construction costs as documented in the attached invoices.

If you have any further questions, please contact [name of contact or signatory] at (xxx) xxx-xxx or name@ci.cityname.ca.us.

[Signatory]

Attachments:

Expenditure Summary Report
Consultant/Contractor Invoices

**TABLE C-1
EXPENDITURE SUMMARY REPORT**

Invoice Number: 1234-5
Billing Period: July 1-September 30, 2016

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
<i>Funding Sources</i>	<i>Total Budget (Grant Amount)</i>	<i>Previous Expenditures Billed (Construction)</i>	<i>Construction Expenditures Billed This Period (Consultants/ Contractor)</i>	<i>Total Expenditures Billed (Construction)</i>	<i>Budget Remaining</i>
Measure J 21a	\$355,000	\$150,000	\$100,000	\$250,000	\$105,000
TOTALS	\$355,000	\$150,000	\$100,000	\$250,000	\$105,000

COOPERATIVE AGREEMENT NO. XXX.XX

**Between
The Contra Costa Transportation Authority
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EXHIBIT D

LISTING OF MEASURE J FUND APPROPRIATION RESOLUTIONS

<i>Project Number</i>	<i>Resolution Number</i>	<i>Date</i>	<i>Funds Appropriated (Program)</i>	<i>Cumulative Total</i>
	16-47-G	September 14, 2016	\$355,000 (21a)	\$355,000
			<i>Total Funds Appropriated</i>	\$355,000