

CITY OF NEWARK CITY COUNCIL

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

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

AGENDA

Thursday, April 25, 2019

CITY COUNCIL:

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

CITY STAFF:

David J. Benoun
City Manager
Sandy Abe
Human Resources Director
Soren Fajeau
Public Works Director
Michael Carroll
Police Chief
David Zehnder
Recreation and Community Services Director
Kristopher J. Kokotaylo
Interim City Attorney
Sheila Harrington
City Clerk

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

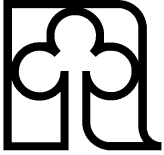
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|--|--------------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS | K. ORAL COMMUNICATIONS |
| E. PUBLIC HEARINGS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

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

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

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

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



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AGENDA

Thursday, April 25, 2019

- A. ROLL CALL

- B. MINUTES
 - B.1 Approval of Minutes of the City Council meetings of April 11, 2019. (MOTION)

- C. PRESENTATIONS AND PROCLAMATIONS
 - C.1 Proclaiming May as National Water Safety Month. (PROCLAMATION)
 - C.2 Proclaiming May 2, 2019, as National Day of Prayer. (PROCLAMATION)
 - C.3 Proclaiming May 9 - 19, 2019, as East Bay Affordable Housing Week. (PROCLAMATION)

- D. WRITTEN COMMUNICATIONS

- E. PUBLIC HEARINGS
 - E.1 Hearing to consider property owners' objections to the 2019 Weed Abatement Program and instruction to the Superintendent of Streets to abate the public nuisances - from Deputy Fire Marshal Lee and Assistant Maintenance Superintendent Hornbeck. (MOTION)

- F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.3 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

CONSENT

- F.1 Approval to reclassify one Community Services Officer position to Public Safety Evidence Clerk by amending the Employee Classification Plan, and the Memorandum of Understanding between the City of Newark and the Newark Police Association - from Police Chief Carroll and Human Resources Director Abe. (RESOLUTIONS – 2)**
- F.2 Approval of the Road Repair and Accountability Act of 2017 (Senate Bill 1) Fiscal Year 2019-2020 Project List – from Assistant City Engineer Imai. (RESOLUTION)**
- F.3 Approval of a Contractual Services Agreement with Universal Building Services and Supply Company in an amount not to exceed \$460,000 for janitorial services for the Silliman Activity and Family Aquatic Center and other City buildings and amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan – from Maintenance Superintendent Connolly. (RESOLUTION)**

NONCONSENT

- F.4 Approval of plans and specifications, acceptance of bid, and award of contract for the Base Bid and Additive Alternate Bid Nos. 1, 2, 3, 4, 4A, 5 and 7 to O.C. Jones & Sons, Inc. for Sportsfield Park Synthetic Turf Fields and Newark Skate Park at Sportsfield Park, Project Nos. 1192 and 1193 and amendment of the 2018-2020 Biennial Budget for Fiscal Year 2018-2019 – from Assistant City Engineer Imai. (MOTION)(RESOLUTION)**

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

Approval of Audited Demands.

(MOTION)

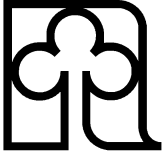
M. CLOSED SESSION

**M.1 Closed session pursuant to Government Code Section 54957
Public Employee Performance Evaluation
Title: City Manager.**

N. ADJOURNMENT

Pursuant to Government Code 54957.5: Supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and at the City Clerk's Office located at 37101 Newark Boulevard, 5th Floor, during normal business hours. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection.

For those persons requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.



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SPECIAL MEETING

Minutes

Thursday, April 11, 2019

City Administration Building
6:00 p.m.
City Council Chambers

A. ROLL CALL

Mayor Nagy called the meeting to order at 6:00 p.m. Present were Council Members Hannon, Collazo, Freitas, and Bucci.

B. CLOSED SESSION

Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated representatives: Human Resources Director Abe and Tim Yeung of Sloan Sakai LLP, Employee Groups: the Newark Police Association, the Newark Association of Miscellaneous Employees; City Officials and the Management, Supervisory, and Professional Employee Group; and the Confidential Employee Group.

At 6:00 p.m. the City Council recessed to a closed session.

At 6:03 p.m. the City Council convened in closed session in the First Floor Conference Room.

At 6:43 p.m. the City Council reconvened in open session with all Council Members present.

C. ADJOURNMENT

Mayor Nagy adjourned the special meeting at 6:43 p.m.



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Minutes

Thursday, April 11, 2019

A. ROLL CALL

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

B. MINUTES

B.1 Approval of Minutes of the City Council meeting of March 28, 2019.

MOTION APPROVED

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

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Commending Karen Moraida on her retirement.

Mayor Nagy presented a commendation to Senior Recreation Supervisor Karen Moraida who is retiring after more than 29 years of service.

C.2 Proclaiming April 7 – 13, 2019 as National Crime Victims' Rights Week.

Mayor Nagy presented the proclamation to Jennifer Mello from the Alameda County District Attorney's Office Victim/Witness Assistance Division.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

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

RESOLUTION NO. 10911

Assistant City Engineer Imai gave the staff report recommending approval if a majority protest does not exist after the ballots are tabulated.

Mayor Nagy opened the public hearing at 7:47 p.m.

No one came forward to speak.

Mayor Nagy closed the public hearing at 7:48 p.m.

City Clerk Harrington opened the four ballots and announced that the property owners voted in favor of the special assessments.

Council Member Hannon moved, Council Member Bucci seconded to approve the Final Engineer's Report and approve the formation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4 and approve an increase to the Maximum Assessment Rate. The motion passed, 5 AYES.

F. CITY MANAGER REPORTS

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

CONSENT

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

**RESOLUTION NO. 10912
CONTRACT NO. 19015**

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

**RESOLUTION NO. 10913
CONTRACT NO. 19016**

NONCONSENT

F.3 Authorization and direction for: (1) the Chief Building Official/City Architect to issue a Notice of Award to Webcor Construction, LP dba

Webcor Builders; and (2) the City Manager to negotiate and enter into an agreement, in a form acceptable to the City Attorney, with Webcor Builders to provide Design/Build Construction and Design Services for the New Civic Center, Project 1188 in an amount not to exceed \$72,321,027.

**RESOLUTION NO. 10914
CONTRACT NO. 17014**

Chief Building Official/City Architect Collier gave the presentation (on file with City Clerk) recommending Webcor Builder for the New Civic Center, Project 1188.

Council Member Bucci moved, Council Member Collazo seconded to by resolution: (1) authorize and direct the Chief Building Official/City Architect to issue a Notice of Award to Webcor Construction LP dba Webcor Builders; and (2) authorize and direct the City Manager to negotiate and enter into an agreement with Webcor Builders to provide Design-Build Construction and Design Services for the New Civic Center, Project 1188 in an amount not to exceed \$72,321,027. The motion passed, 5 AYES.

F.4 Approval of a resolution recognizing the importance of a complete count of residents in the 2020 U.S. Census.

RESOLUTION NO. 10915

Assistant City Manager Grindall gave the staff report recommending approval.

The City Council and City Manager discussed public outreach efforts to encourage people to participate in the Census, such as an article in the Newark News, a social media campaign, reaching out to the Newark Unified School District through the Liaison Committee, and inviting the speaker from the Alameda County Mayor's Conference to give a presentation at a future City Council meeting.

Council Member Hannon moved, Council Member Collazo seconded to approve a resolution recognizing the importance of a complete count of residents in the 2020 U.S. Census. The motion passed, 5 AYES.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

I.1 Reappointing Senior Citizen Standing Advisory Committee members.

RESOLUTION NO. 10916

Mayor Nagy recommended the reappointments of Kathleen Lemos, Eileen McDonald, and Glen Wickizer to the Senior Citizen Standing Advisory Committee.

Council Member Collazo moved, Council Member Hannon seconded to, by resolution, reappoint Kathleen Lemos Eileen McDonald, and Glen Wickizer to the Senior Citizen Standing Advisory Committee. The motion passed, 5 AYES.

Mayor Nagy, Council Member Hannon, and Council Member Freitas each thanked Assistant City Manager Grindall for his service to the community.

Council Member Collazo stated that she learned a lot from Assistant City Manager Grindall. She stated that Family Day at the Park would be held at this weekend. She wished everyone a Happy Easter and to shop Newark.

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

K. ORAL COMMUNICATIONS

Namit Saksena thanked Assistant City Manager Grindall for his help on quiet zones and other issues.

L. APPROPRIATIONS

Approval of Audited Demands.

City Clerk Harrington read the Register of Audited Demands: Check numbers 117265 to 117385.

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

M. CLOSED SESSION

N. ADJOURNMENT

Mayor Nagy adjourned the meeting at 8:29 p.m.

C.1 Proclaiming May as National Water Safety Month.

(PROCLAMATION)

Background/Discussion – In recognition of the popularity of swimming and other water-related recreational activities, and the resulting need for ongoing public education on safer water practices, the month of May 2019 has been designated as National Water Safety Month.

Recreation and Community Services staff will be at the meeting to accept the proclamation.

C.2 Proclaiming May 2, 2019, as National Day of Prayer.

(PROCLAMATION)

Background/Discussion – May 2, 2019, has been designated as National Day of Prayer in Newark. Pastor Emeritus Ed Moore will be at the meeting to accept the proclamation.

**C.3 Proclaiming May 9 - 19, 2019, as East Bay Affordable Housing Week.
(PROCLAMATION)**

Background/Discussion – May 9 to 19, 2019, has been designated East Bay Affordable Housing Week. A proclamation has been prepared and a representative from the East Bay Housing Organizations will accept it at the meeting.

E.1 Hearing to consider property owners' objections to the 2019 Weed Abatement Program and instruction to the Superintendent of Streets to abate the public nuisances - from Deputy Fire Marshal Lee and Assistant Maintenance Superintendent Hornbeck. (MOTION)

Background/Discussion - On March 28, 2019, the City Council adopted Resolution No. 10908 initiating the 2019 Weed Abatement Program and setting a public hearing for April 25, 2019. The annual weed abatement program abates weeds on vacant commercial and industrial properties not maintained by the property owners as directed by the Fire Marshal. Property owners may object in person by attending this hearing or by letter.

Notices were mailed to the property owners, as listed on the County Assessor's roll, after the March 28, City Council meeting giving them until April 30, 2019, to advise the City if they would abate the weeds themselves. The City enclosed a postage paid notice for the property owners to return to the City. As of April 17, 2019, no written objections have been received. Several owners have notified staff that they will perform the work themselves. Property owners who want to do their own abatement must do so before the City's contract work begins. The tentative City schedule is for the work to begin on May 15 and be completed by June 30, 2019. All properties that the City performs the abatement work on will be assessed the full cost of that work, including administration costs.

If objections are received prior to or during the public hearing, the Council should consider the objections; and then, by motion, allow or overrule the objections. The Council may then instruct the Superintendent of Streets to abate the public nuisance on the parcels remaining in the program.

Attachment – List of Properties.

Action - It is recommended that the City Council, by motion, act upon any objections by property owners to the 2019 Weed Abatement Program, and instruct the Superintendent of Streets to abate the public nuisances.

SCHEDULE "A"
LIST OF PROPERTIES - POTENTIAL WEED ABATEMENT

MAP	APN	OWNER	LOCATION
1	92A-0720-005-10	PRESBYTERY OF SAN FRANCISCO	35450 NEWARK BOULEVARD
2	092-0005-029-09	JESSICA CHENG	6844 MAYHEWS LANDING RD.
3	092-0131-001-09	SRAJ Development LLC	FILBERT STREET AT SNOW
3.1	092-0131-002-04	SRAJ Development LLC	37243 FILBERT STREET
3.2	092-0131-003-00	SRAJ Development LLC	37257 FILBERT STREET
4	092-0021-015-03	BSL CORPORATION	SYCAMORE STREET NEAR GEORGE
5	092-0024-010-00	MARIA L. MARTINS	SYCAMORE STREET NEAR 7303 DAIRY
6	092-0029-022-00	RAO ROSJESH & DESHANDE VIDYAS	36952 MULBERRY STREET
7	092-0045-011-00	ANITRA PRASAD	MAGNOLIA STREET NEAR RICH
8	092-0030-014-03	D & J MELVILLE & P & D CHANG	6717 THORNTON AVENUE
9	092-0030-018-04	PAUL F. MERRILL(no longer owns)	6781 THORNTON AVENUE
9.1	092-0030-017-02	PAUL F. MERRILL(no longer owns)	6765 THORNTON AVENUE
10	092-0032-003-00	ALAN L DANG	DAIRY AVENUE BETWEEN 36805 & 36926
11	092-0041-008-03	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.1	092-0024-017-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.10	537-0521-008-01	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.11	537-0521-008-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.12	537-0521-009-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.13	092-0054-003-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.14	092-0200-015-01	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.15	092-0253-001-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.16	92A-2165-006-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.17	92A-2300-007-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.18	92A-2300-006-14	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.19	92A-2500-005-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.2	092-0021-016-01	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.20	92A-2500-004-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.21	537-0850-021-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.22	537-0850-020-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.23	537-0850-019-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.24	537-0850-018-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.25	537-0850-017-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W

SCHEDULE "A"
LIST OF PROPERTIES - POTENTIAL WEED ABATEMENT

11.26	092-0054-002-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.27	092-0068-003-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.28	092-0069-002-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.29	092-0069-003-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.3	092-0021-016-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.30	092-0067-012-05	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.31	092-0067-014-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.32	092-0067-019-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.33	092-0067-020-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.34	092-0065-002-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.35	092-0064-010-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.36	92A-1095-129-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.37	92A-1100-058-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.38	92A-1105-014-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.39	92A-2000-004-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.4	092-0015-004-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.40	92A-2010-002-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.41	092-0127-021-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.42	092-0127-020-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.43	092-0067-012-05	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.5	92A-0506-107-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.6	92A-0506-106-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.7	92A-0501-030-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.8	92A-0502-090-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.9	92A-0620-061-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
12	92A-2143-041-00	AMELIA SILVEY	6163 ROBERTSON AVENUE
13	092 025501100	CHANG INCOME PROPERTY PARTNERSHIP LP	37200 SYCAMORE ST
14	537-0850-002-00	PICK-N-PULL AUTO DISMANTLERS	7400 MOWRY AVENUE
15	537-0460-007-25	H AZAD & B PIRGHIBI ETAL	6953 JARVIS AVENUE
16	092-0031-019-00	GRADY THOMPSON	6991 THORNTON
18	901-0111-009-00	A&P CHILDRENS INVESTMENTS LLC	3970 CEDAR BOULEVARD
19	092A-2165-009-04	PABCO BUILDING PRODUCTS	REDEKER PLACE AT CHERRY
20	92A-0501-034-13	SF BAY WILDLIFE REFUGE c/o J. Brad	CEDAR BOULEVARD

SCHEDULE "A"
LIST OF PROPERTIES - POTENTIAL WEED ABATEMENT

22.1	092-0075-001-03	S & P TRETTIN FAMILY TRUST	MULBERRY STREET AT CLARK
22.2	092-0074-001-04	S & P TRETTIN FAMILY TRUST	MULBERRY STREET AT CLARK
22.3	092-0074-001-09	S & P TRETTIN FAMILY TRUST	CLARK AVENUE AT MULBERRY
22.4	092-0074-001-08	S & P TRETTIN FAMILY TRUST	CLARK AVENUE AT MULBERRY & OLIVE
22.5	092-0074-001-01	S & P TRETTIN FAMILY TRUST	CLARK AVENUE AT OLIVE
23	537-0460-014-00	FULL BLOOM BAKING CO BUILDING FUND LLC	6500 OVERLAKE PL
23.1	537-0460-013-00	PUBLIC STORAGE	6800 OVERLAKE PL
24	092-0075-004-02	SARWAT & COLETTE FAHMY TRS	37521 CHERRY STREET
24.1	092-0075-005-02	SARWAT & COLETTE FAHMY TRS	37501 CHERRY STREET
25	092-0210-002-01	MORTON SALT INC. - HARRY SHAH	CENTRAL AVENUE & MORTON
26	537-0460-007-28	FRANCISCAN GLASS COMPANY	35255 FIRCREST STREET
26.1	537-0460-021-01	FRANCISCAN GLASS COMPANY	FIRCREST STREET
27	092-0083-009-00	SUNITA & ANANDRA SINGH	36915 LOCUST STREET
28	92A-2300-006-12	SKW MBT OPERATIONS INC. (BASF)	38403 CHERRY STREET
29	92A-0750-008-00	HOLY REDEEMER LUTHERAN CHURCH	35660 CEDAR BOULEVARD
30	92A-2143-042-00	PO LAM CHEUNG	6179 ROBERTSON AVENUE
32	092-0061-011-00	Nunes Dominic J Jr TR/Anette Perez	6849 BAINE AVENUE - 3 UNITS
33	901-0188-006-00	LION NEWARK SHOPPING CNTR.	39055 CEDAR BOULEVARD
34	092-0126-019-00	SMCTD	SMCTD RAILROAD R-O-W LOCUST & ELM
34.1	092-0125-017-00	SMCTD	SMCTD RAILROAD R-O-W WALNUT & LOCUST
34.2	092-0124-022-00	SMCTD	SMCTD RAILROAD R-O-W SPRUCE & WALNUT
34.3	092-0119-099-00	SMCTD	SMCTD RAILROAD R-O-W SPRUCE
34.4	092-0100-008-02	SMCTD	SMCTD RAILROAD R-O-W WILLOW
34.5	092-0100-008-01	SMCTD	SMCTD RAILROAD R-O-W WEST OF WILLOW
35	537-0852-001-02	FMC CORPORATION	8787 ENTERPRISE DR.
36	092-0115-011-00	SHH PROJECT OWNER LLC	37445 WILLOW STREET
36.1	092-0100-004-02	HONEYWELL INTERNATIONAL INC	WILLOW STREET NORTH OF ENTERPRISE
37	92A-0465-045-04	RONALD MILLER ETAL	7721 SUNSET AVENUE
38	92A-0720-025-00	MAURICE LADRECH LIVING TRUST	35178 NEWARK BOULEVARD
39	92A-2143-040-01	DAVID & ARBUTUS MILANI	ROBERTSON AVENUE AND HONEYSUCKLE
43.1	537-0850-004-00	NEWARK PARTNERS LLC	MOWRY AVENUE WEST OF TRACKS

SCHEDULE "A"
LIST OF PROPERTIES - POTENTIAL WEED ABATEMENT

44	092-0124-014-00	TOMAS & CONCEPCION M. SIERRA	RAILROAD AVENUE SPRUCE & WALNUT
45	092-0125-010-00	STANLEY R. CHERRY TRS	7843 RAILROAD AVE BETWEEN LOCUST & WALNUT
47	92A-1036-029-02	ASHIT JAIN	6214 THORNTON AVENUE
48	092-0134-002-00	VERN HARM (SON)	RAILROAD AVE BETWEEN LOCUST & ELM
49	092-0135-023-00	SEAMONKEY LLC	WALNUT STREET CORNER LOT
51	092-0119-015-00	SINGH BALWANT & SARN RANJODH	8084 THORNTON AVE.
53	92A-1036-031-02	JOHN JR & SHIRLEY ELIZARREY TRS	6152 THORNTON AVENUE
54	092A-1036-041-00	JOSEPH & LILY AU TRS	NEWARK BOULEVARD AND CIVIC TERR
55	092-0252-001-00	NORDSTROM, INC.	37599 FILBERT STREET
56	901-0111-033-00	SPRINGHILL SUITES	6100 NEWPARK MALL ROAD
57	092-0030-016-02	CLARENCE & DOROTHY MARTIN TRS	6749 THORNTON AVENUE
58	092-0041-002-01	SIMON TANIOS	36964 ASH STREET
59	092A-2375-036-00	CEDAR BLVD. NEIGHBORHOOD CHUR	38325 CEDAR BOULEVARD
60	901 019501800	SHIVAM REAL ESTATE LLC	5600 JOHN MUIR
61	92A-2586-076-00	YU-JEH L. WANG	BIRCH STREET ON CEDAR
62	092-0100-007-05	CITY & CO SF WATER DEPT	WILLOW STREET
62	092-0100-007-05	CITY & CO SF WATER DEPT	WILLOW STREET
62.1	092-0140-003-02	CITY & CO SF WATER DEPT	WILLOW STREET
62.10	92A-2357-031-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.11	92A-2416-015-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.12	92A-2416-013-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.13	92A-2585-002-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.14	92A-2585-027-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.15	92A-2588-002-01	CITY & CO SF WATER DEPT	WILLOW STREET
62.2	092-0116-004-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.3	092-0145-010-01	CITY & CO SF WATER DEPT	WILLOW STREET
62.4	092-0146-023-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.5	092-0068-001-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.6	092-0074-002-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.7	092-0074-002-00	CITY & CO SF WATER DEPT	WILLOW STREET

SCHEDULE "A"
LIST OF PROPERTIES - POTENTIAL WEED ABATEMENT

62.8	092-0075-007-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.9	92A-2141-002-00	CITY & CO SF WATER DEPT	WILLOW STREET
63	92A-0623-043-00	MAYHEWS PLACE LLC	36589 NEWARK BLVD
65	092-012701-300	PKA PHARMACEUTICAL INC.	37079 ASH ST.
66	537-085201-100	STRATA HABITAT FOUNDATION	ENTERPRISE DR. AT HICKORY
67	92011500500	ASHLAND	8610 ENTERPRISE DR.
68	920 14000600	TRUMARK HOMES	8333 ENTERPRISE DR.
70	092A258800704	COUNTY OF ALAMEDA	TIMBER ST. AT CEDAR CT.
71	092 010001103	UNITED STATES OF AMERICA	THORNTON AVE
72	092-0075-001-09	S & P TRETTIN FAMILY TRUST (Steve Trenton)	MULBERRY STREET AT CLARK

F.1 Approval to reclassify one Community Services Officer position to Public Safety Evidence Clerk by amending the Employee Classification Plan, and the Memorandum of Understanding between the City of Newark and the Newark Police Association - from Police Chief Carroll and Human Resources Director Abe. (RESOLUTIONS – 2)

Background/Discussion – The Police Department and the Human Resources Department are recommending the reclassification of one Community Services Officer position to Public Safety Evidence Clerk to run the daily operations of the Police Evidence and Properties Room. This position is responsible for the proper storage, security and distribution of evidence, and other property in the custody of the Police Department.

The Police Department’s Property Room is currently staffed by a Community Services Officer. With over 30 years of distinguished City service, the incumbent has announced plans to retire this summer. The proposed new classification updates and describes the position’s specialized duties and responsibilities.

The key responsibilities of the Public Safety Evidence Clerk include the following:

- Receive, seal, store, and maintain strict security control of all incoming evidence and property acquired by the Police Department.
- Maintain “chain of custody” property reports and enter the documentation in the Property Management System.
- Preserve all property and evidence from contamination, theft and/or loss.
- Conduct regular audits and inventories.
- Track and oversee the release of evidence for court, crime lab analysis or investigative use ensuing legal standard compliance and accurate documentation.

The recommended monthly salary range of \$5,990 to \$7,281 is based on both internal and regional labor market salary relationships. The salary recommendation results in a cost savings of approximately 6.1% when compared to the salary for Community Services Officer, a classification that requires a greater range of duties and responsibilities.

Action - Staff recommends that the City Council adopt two resolutions: (1) amending Resolution No. 2505, Employee Classification Plan, to add one new classification entitled Public Safety Evidence Clerk and (2) amending Resolution No. 10676, the Memorandum of Understanding between the City of Newark and the Newark Police Association to add the classification, entitled Public Safety Evidence Clerk.

3216810.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AMENDING RESOLUTION NO. 2505, EMPLOYEE
CLASSIFICATION PLAN, TO ADD ONE NEW
CLASSIFICATION ENTITLED PUBLIC SAFETY EVIDENCE
CLERK

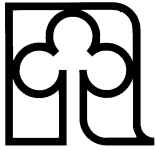
WHEREAS, the City must, from time to time, add or otherwise adjust job classification and/or job specifications in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be perfected by employees in the City's various departments; and

WHEREAS, the City desires to update a job specification to appropriately describes the position's specialized duties and responsibilities; and

WHEREAS, the City, based on evaluation, has determined that the addition of a classification for Public Safety Evidence Clerk is necessary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that Resolution No. 2505, adopting an Employee Classification Plan, be amended as set forth in the following, effective April 25, 2019:

ADD	
Classification Title	Classification Code
PUBLIC SAFETY EVIDENCE CLERK	341



Class Code: 341
WP Code: EVIDENCECLERK
Established: 4/8/19
Revised: _____
EEO Code: AS

CLASS SPECIFICATION

City of Newark, California

PUBLIC SAFETY EVIDENCE CLERK

Nature of Work: Under general supervision, performs a variety of general and technical clerical duties involving the processing and maintenance of departmental reports, records, and files; and performs related work as assigned. The work will be confidential in nature, often involving the exercise of independent judgment and initiative, based upon skills, knowledge, training, and experience. The Public Safety Evidence Clerk will prepare reports for internal and external users. The Public Safety Evidence Clerk will also be responsible for supervising, training, and evaluating the work of part time staff (Police Services Aides “PSA”) assigned to the property room.

Class Characteristics: This is the full journey level class within the Public Safety Evidence Clerk series requiring only occasional instruction or assistance as new or unusual situations arise. Incumbents process a wide variety of police records information using several different specialized data systems. This class differs from other clerical classes in the knowledge of crime and other specialized data entry and retrieval codes and systems.

Essential Duties:

- Responsible for the oversight of the proper storage and security of all evidence or other property which is in the custody of the Police Department.
- Ensure that incoming property/evidence is packaged in accordance with Newark’s Department policies and procedures.
- Maintain and Manage property reports and entry into the Property Management System or other documentation associated with the “chain of custody” for all property.
- Preserve all incoming property and evidence from contamination, theft, or loss.
- Ensure that all releases and dispositions of property and evidence are legal and accurately documented.
- Track and oversee interim releases and returns of evidence for court, crime lab analysis, or investigative use.
- Manage the timely and legally correct notification of owners and release/disposal of recovered property, found, or seized by the Department.
- Serve as the liaison for property and evidence matters between the department and other local, state, and federal law enforcement agencies as needed.
- Maintain current knowledge of federal, state, and local laws related to property and evidence management.
- Maintain records of all monies that are booked into evidence for both criminal cases and safekeeping.
- Provide in-service training to Department personnel regarding the appropriate logging, packaging, documenting, and storage of property and evidence.
- Recommend and facilitate appropriate changes within Property and Evidence.
- Maintain a clean and orderly property storage facility.
- Manage court orders for destruction and disposal of property and evidence and petitions for the destruction of weapons.

- Ensure personnel use appropriate protective equipment and follow standard recommendations to protect them from any health hazard which might be presented by blood or any other human body fluid.
- Ensure that property and evidence processing supplies and equipment are available for personnel.

QUALIFICATIONS

Ability/Skill to:

- Exercise principles and techniques of leadership related to the direction, control, evaluation and training of part time staff (Police Services Aides “PSA”).
- Operate criminal justice computer systems and programs including CLETS, CAL-ID, FBI/NCIC.
- Evaluate policies, practices and procedures, and recommend changes to improve effectiveness.
- Analyze situations accurately and adopt an effective course of action.
- Communicate effectively, orally, and in writing using the English language.
- Establish goals and objectives and participate in strategic planning and outcome measurement.
- Facilitate training and other group interactions.
- Promote positive relationships with representatives from a broad spectrum of occupations, various levels of leadership and the general public.
- Manage assignments for completion in a timely manner.
- Display innovation and creativity in managing operations and problem solving.
- Work independently with minimal supervision.
- Maintain confidential information according to legal standards and/or department and city policies.
- Lift 25 pounds or more, bend, stoop, push, pull, squat, twist, turn and reach overhead.
- Drive a vehicle.
-

The ability to learn:

- To prepare and complete required forms, records of work, and reports describing activities, problems, incidents, and special circumstances.
- To react quickly and calmly in emergency or hazardous situations and adopt an effective plan of action.
- To operate standard office equipment including copiers, calculators, personal computers and radio equipment.
- To take directions and work independently as needed; work within a chain-of-command system.
- To apply judgment, discretion and initiative in performing work of average complexity.
- To apply policies and procedures consistently and in accordance with available guidelines.
- To plan, organize, and prioritize work.
- To establish and maintain cooperative working relationships with those that may not be supportive of the actions being taken.
- To provide excellent customer service to the public and City employees.
- To observe safety principles and work in a safe manner.
- To apply specific and general provisions of the California Evidence Code, California Penal Code, and other state laws.
- State and City ordinances, County government codes, and other government agencies codes for coordinating cases involving multiple agencies.
- Computers and a variety of general and specialized programs; the use of electronic information equipment and specific systems as used within the department.

Education and Experience:

- A minimum of two (2) years of experience working in a law enforcement setting of which One (1) year is working within Property and Evidence. **OR;**
- A Bachelor's Degree or higher in a closely related field.
- A minimum of five (5) years working within the law enforcement field.
- A minimum of two (2) years' experience in inventory control or inventory management.

Licenses/Special Requirements:

This classification must possess and maintain a valid California Driver's License and remain free from repeated preventable accidents. Failure to maintain this license will result in discipline up to and including termination.

Working Environment:

Position requires prolonged sitting, standing walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine motor coordination when using a computer keyboard or mobile data terminal. Near vision is required when writing reports and other documents, and far vision is required when in the field. Acute hearing is required when providing phone and personal service. The need to lift, carry and push tools and supplies weighing 25 pounds or more is also required. The job duties will expose the employee to the outdoors, which may include exposure to inclement weather conditions, noise, fumes, dust, air contaminants and heavy traffic conditions. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodation. Have a valid California Driver's License and remain free from repeated preventable accidents.

Probationary Period: 12 months FLSA: Non-Exempt

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING RESOLUTION NO. 10676, THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWARK AND THE NEWARK POLICE ASSOCIATION (NPA) TO ADD ONE CLASSIFICATION, ENTITLED PUBLIC SAFETY EVIDENCE CLERK

WHEREAS, the City must, from time to time, add or otherwise adjust job classification and/or job specifications in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be perfected by employees in the City's various departments; and

WHEREAS, the City desires to update a job specification to appropriately describes the position's specialized duties and responsibilities; and

WHEREAS, the City, based on evaluation, has determined that the addition of a classification for Public Safety Evidence Clerk is necessary; and

WHEREAS, the City seeks to amend the Memorandum of Understanding between the City of Newark and Newark Police Association (NPA) to add the classification of Public Safety Evidence Clerk along with the associated salary schedule.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that Resolution No. 10676, the Memorandum of Understanding between City of Newark and Newark Police Association (NPA), be amended to add one classification as follows, effective April 25, 2019:

ADD

Title	Salary Step 1	Step 2	Step 3	Step 4	Step 5
Public Safety Evidence Clerk	\$5,986.66	\$6,283.01	\$6,601.00	\$6,936.30	\$7,280.25

F.2 Approval of the Road Repair and Accountability Act of 2017 (Senate Bill 1) Fiscal Year 2019-2020 Project List – from Assistant City Engineer Imai. (RESOLUTION)

Background/Discussion – In April 2017, the State Legislature passed and Governor Brown approved Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017. SB1 established the Road Maintenance and Rehabilitation Program and provides a significant, stable and ongoing increase in state transportation funding to address deferred maintenance on the state highway and local streets and road systems. Funds for the program are deposited into the State Transportation Fund, Road Maintenance and Rehabilitation Account (RMRA). The funds come from increased gasoline excise taxes, diesel fuel sales taxes, and vehicle registration fees.

SB1 is projected to generate over \$5 billion annually for State and local transportation improvements. Cities and counties are slated to receive \$1.5 billion per year for Local Street and Road Maintenance. Allocations of funds to cities will be based upon population.

It is projected that the City of Newark will receive approximately \$786,000 of RMRA funds for Fiscal Year 2019-2020. This funding is in addition to the Highway Users Tax Account funds that the City receives annually (commonly known as “Gas Tax” funds). RMRA funding is included as part of the City’s 2018-2020 Biennial Budget and Capital Improvement Plan.

In order to receive RMRA funds from the State, SB1 requires cities and counties to submit to the California Transportation Commission each year a list of projects proposed to be funded with RMRA funds. RMRA funds are required to be used towards projects which include, but are not limited to:

- Road maintenance and rehabilitation
- Safety improvements
- Railroad grade separations
- Traffic control devices
- Complete Street components, which include active transportation elements, pedestrian and bicycle safety improvements, transit facilities, and drainage and storm-water capture measures in conjunction with other allowable projects

For Fiscal Year 2019-2020, staff recommends that City Council approve the following RMRA project list:

Project Title
Lindsay Tract Street and Storm Drain Improvements (Design and Construction)

The Lindsay Tract includes the following street segments:

- George Avenue west of Cherry Street
- Mulberry Street north of Dairy Avenue
- Olive Street north of Dairy Avenue
- Magnolia Street between Dairy Avenue and Sycamore Street

Streets within the Lindsay Tract have sidewalk and full roadway paving, but do not have traditional concrete vertical curb and gutter. Instead, asphalt concrete “rolled” curbs are in place. Due to the lack of adequate slope and drainage facilities on these streets, stormwater repeatedly ponds along the gutter, resulting in the significant and on-going decline of the asphalt concrete roadway paving, rolled curbs and driveways. The Lindsay Tract Street and Storm Drain Improvements would reconstruct the deteriorated roadway pavement and install storm drain, complete streets and green infrastructure improvements.

The RMRA project list is neither binding nor inclusive. Including a project on the list does not obligate the City to complete the project nor does it limit the flexibility of the City to use RMRA funds toward projects not originally included on the list, so long as the project meets the eligibility criteria listed above.

For the current Fiscal Year 2018-2019, RMRA funds will be used towards the 2019 Asphalt Overlay Project No. 1227, scheduled for construction this summer.

Attachments – Resolution

Action – It is recommended that the City Council, by resolution approve the Road Repair and Accountability Act of 2017 (Senate Bill 1) Fiscal Year 2019-2020 Project List.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017 (SENATE BILL 1) FISCAL
YEAR 2019-2020 PROJECT LIST

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects in our community that are proposed for SB1 funding and which projects are completed each fiscal year; and

WHEREAS, the City must adopt by resolution each year a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB1; and

WHEREAS, the City will receive and estimated \$786,000 in RMRA funding in Fiscal Year 2019-2020 from SB1; and

WHEREAS, this is the third year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the project selected for inclusion on the Fiscal Year 2019-2020 RMRA project list has continued to receive strong and consistent support from the public and local residents; and

WHEREAS, the City used the current 2018-2020 Capital Improvement Plan to develop the SB1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB1 will help the City maintain and rehabilitate streets, and sidewalks, and help add active transportation infrastructure throughout the City this year and into the future; and

WHEREAS, the latest pavement condition survey conducted for the City of Newark in 2018 found that the streets included on this year's project list are in "Poor" to "Very Poor" condition and this revenue will help us increase the overall quality of our road system and bring roads on the project list to an "Excellent" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety and investing in complete streets infrastructure will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve the following list of projects to be funded in-part or solely with Fiscal Year 2019-2020 Road Maintenance and Rehabilitation Account revenues:

Project Title	Project Location	Estimated Useful Life	Anticipated Start of Project	Anticipated Completion of Project
Lindsay Tract Street and Storm Drain Improvements (Design and Construction)	<ul style="list-style-type: none"> • George Avenue west of Cherry Street • Mulberry Street north of Dairy Avenue • Olive Street north of Dairy Avenue • Magnolia Street between Dairy Avenue and Sycamore Street 	30 years	September 2019	December 2021

3216919.1

F.3 Approval of a Contractual Services Agreement with Universal Building Services and Supply Company in an amount not to exceed \$460,000 for janitorial services for the Silliman Activity and Family Aquatic Center and other City buildings and amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan – from Maintenance Superintendent Connolly. (RESOLUTION)

Background/Discussion – The City of Newark regularly utilizes outside consultants to perform ongoing janitorial services to City buildings. The Maintenance Division of the Public Works Department prepared and released two open and competitive Requests for Proposals (RFP) in accordance with the City’s Purchasing Rules and Regulations for Janitorial Services for: (1) the Silliman Activity and Family Aquatic Center; and (2) all other City buildings. The RFPs specified that selection(s) would be made based on the proposed cost for services, experience of staff and management team, proposed methodology, quality control program, satisfaction of previous clients and quality of referenced work, proficiency with billing practices, financial stability of company, quality and completeness of proposals, and other factors.

Staff received a total of six (6) proposals were received from the following proposers:

- Enviro-Clean Services, Inc.
- Imperial Maintenance Services, Inc.
- Karla’s Janitorial Services and Suppliers, Inc.
- RBC Enterprises
- SWA Services Group, Inc.
- Universal Building Services and Supply Company

Proposals from each of these firms were evaluated based on the selection criteria listed above and interviews were conducted with the firms having the three highest rated proposals. This included RBC Enterprises, SWA Services Group, Inc., and Universal Building Services and Supply Company (UBS). UBS provided the most comprehensive proposal and interview presentation that satisfied the stated selection criteria. UBS has successfully provided services of a similar nature to other local municipalities including the City of Burlingame, the City of Concord, and the City of San Ramon. Based on staff’s analysis, UBS would provide the best overall value to the City for janitorial services. Staff is therefore recommending the selection of Universal Building Services and Supply Company to provide janitorial services for the remainder of fiscal year 2018-2019 and for fiscal year 2019-2020.

The Contractual Services Agreement would begin on May 1, 2019, and expire on June 30, 2020, with options for renewal of up to two (2) additional one (1) year terms upon mutual consent of the City and UBS as authorized by the Public Works Director, subject to available funding levels to be approved by the City Council. Under the terms of the agreement, UBS would provide the requested services in an amount not to exceed \$460,000 combined for remaining fiscal year 2018-2019 and fiscal year 2019-2020. Renewal contract prices may be increased annually by the consumer price index identified in the agreement.

An amendment to the 2018-2020 Biennial Budget and Capital Improvement Plan is necessary to provide \$62,000 in additional funding for fiscal year 2019-2020 for this service contract. The need for the increase is being driven by current market conditions for janitorial services.

Attachments – Resolution; Contractual Services Agreement

Action - Staff recommends that the City Council, by resolution, approve a Contractual Services Agreement with Universal Building Services and Supply, Inc. in an amount not to exceed \$460,000 for janitorial services for the Silliman Activity and Family Aquatic Center and other City Buildings and an amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan.

3216933.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A CONTRACTUAL SERVICES AGREEMENT WITH UNIVERSAL BUILDING SERVICES AND SUPPLY COMPANY IN AN AMOUNT NOT TO EXCEED \$460,000 FOR JANITORIAL SERVICES FOR THE SILLIMAN ACTIVITY AND FAMILY AQUATIC CENTER AND OTHER CITY BUILDINGS, AND APPROVING AN AMENDMENT OF THE 2018-2020 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, the City prepared and released Requests for Proposals (RFP) for janitorial maintenance services for: (1) the Silliman Activity and Family Aquatic Center; and (2) all other City buildings; and

WHEREAS, the City received proposals under each RFP from six firms that were evaluated by staff based on the estimated cost of services, proposed methodology, quality control program, experience of staff, experience of management team, financial stability of company, quality of referenced work, quality of equipment, tools and uniforms, quality and completeness of proposals, and other factors; and

WHEREAS, based on the evaluations, staff determined that Universal Building Services and Supply Company is the most qualified firm to provide the requested janitorial services at the best overall value to the City for the Silliman Activity and Family Aquatic Center and all other City buildings; and

WHEREAS, the total scope of janitorial services for the Silliman Activity and Family Aquatic Center and all other City buildings can be combined under a single Contractual Services Agreement; and

WHEREAS, additional funding is required for this service contract.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve a Contractual Services Agreement with Universal Building Services and Supply Company in an amount not to exceed \$460,000.00 for janitorial services, combined, in fiscal years 2018-2019 and 2019-2020.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Mayor of the City of Newark to sign the Contractual Services Agreement, attached hereto and as modified subject to approval as to form by the City Attorney.

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

BE IT FURTHER RESOLVED that the City Council does hereby approve an amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020 as follows:

From: 709-0000-2991	Unallocated Fund Balance	\$62,000
To: 709-9410-5251	Building Maintenance Contractual Services	\$46,000
709-9413-5251	Community Activity and Family Aquatic Center Maintenance	\$16,000

3216935.1

**CONTRACTUAL SERVICES AGREEMENT
JANITORIAL SERVICES**

This Service Agreement (hereinafter “Agreement”) is made and entered into this day of _____, 2019 by and between the **CITY OF NEWARK**, a municipal corporation (“City”), and **UNIVERSAL BUILDING SERVICES AND SUPPLY COMPANY**, a California corporation, (“Consultant”), collectively the “Parties”.

W I T N E S S E T H:

WHEREAS, City requested proposals to perform ongoing Janitorial Services to the Silliman Activity and Family Aquatic Center and other City buildings.

WHEREAS, in response to City’s request, Consultant submitted proposals and, after negotiations, Consultant agreed to perform the Services more particularly described in Exhibit “A” (“Services”), in return for the compensation described in this Agreement and Exhibit “B”.

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

Consultant acknowledges the importance to City of City’s performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant’s performance must be governed by sound professional practices.

3. COMPENSATION.

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Four Hundred Sixty Thousand and No/100 Dollars (\$460,000.00) combined for Fiscal Years 2018-2019 and 2019-2020 unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses, by City, evidenced in writing as Additional Services by Task Order (see Section 4. “Additional Services” of this Agreement).

B. **Method of Billing.** To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant’s billing rates (set forth on Exhibit “B” hereto).

Consultant shall submit all billings for said Services to City in the manner specified in Exhibit “B”; or, if no manner is specified in Exhibit “B”, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to tonya.connolly@newark.org and/or:

City of Newark
Attn: Finance Department
37101 Newark Blvd.
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

C. **Payment.** Upon receipt of an invoice, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified in Exhibit “B”, for Services, which are performed in accordance with this Agreement to the satisfaction of City.

D. **Consultant’s Failure to Perform.** In the event that Consultant performs Services that do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Consultant). If Consultant’s failure to perform in accordance with this Agreement causes damages to City, Consultant shall reimburse City for the damages incurred (which may be charged as an offset to Consultant’s payment).

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

The initial duration of this contract shall be from May 1, 2019 to June 30, 2020. If both the City and Consultant agree, this contract is renewable by Task Order for up to two (2) additional one (1) year periods, as authorized by the Public Works Director, subject to available funding to be approved in advance by the City Council. Renewal contract prices for each annual renewal may be increased by a percentage equivalent to the San Francisco-Oakland-San Jose All Urban, All Terms Consumer Price Index as listed on the Bureau of labor web page (<http://data.bls.gov/cgi-bin/surveymost>) for the most recent twelve (12) month period available at the time renewal is being contemplated.

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

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

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

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

required endorsements included in this Agreement prior to commencement of any Services and will provide proof of compliance to the City.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or Subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. FACILITIES AND EQUIPMENT. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. INFORMATION AND DOCUMENTATION.

A. Information from City. City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

C. Ownership of Work Product. All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

9. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

10. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any

employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

11. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. INSURANCE. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

A. Verification of Coverage.

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

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

CITY OF NEWARK
Attn: Risk Manager
37101 Newark Boulevard
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and

2. Insurance Services Office Form Number CA 00 01 covering Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of and Insurance policy or proceeds available to the named Insured; whichever is greater.

Consultant shall maintain limits no less than:

- | | |
|---|--|
| 1. General Liability:
(including products and completed operations, property damage, bodily injury, and personal and advertising injury) | \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. Employer's Liability: | \$1,000,000 per accident for bodily injury or disease. |
| 4. Errors and Omissions Liability: | \$1,000,000 per occurrence or claim; \$2,000,000 aggregate. |

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials,

directors, employees, contractors, agents, and volunteers, or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

E. Claims Made Policies.

For all “claims made” coverage, in the event that Consultant changes insurance carriers Consultant shall purchase “tail” coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such “tail” or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

No policy required by this paragraph 12 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City Risk Manager. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

I. Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers (“Additional Insureds”) are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Coverage. For any claims related to Services, Consultant’s insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant’s insurance and shall not be contribute with it. Consultant’s policy will not seek contribution from the City’s insurance or self insurance.

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

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

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

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

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

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

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

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

14. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subconsultants. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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

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

Consultant/Subconsultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are

undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

15. LICENSES, PERMITS, ETC. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

16. TERM/TERMINATION.

A. The initial term of this Agreement shall commence May 1, 2019 and shall expire June 30, 2020. However, if both the City and Consultant agree, this contract is renewable by Task Order for up to two (2) additional one (1) year periods, as authorized by the Public Works Director, subject to available funding to be approved in advance by the City Council. Renewal contract prices for each annual renewal may be increased by a percentage equivalent to the San Francisco-Oakland-San Jose All Urban, All Terms Consumer Price Index as listed on the Bureau of labor web page (<http://data.bls.gov/cgi-bin/surveymost>) for the most recent twelve (12) month period available at the time renewal is being contemplated.

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

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by Tonya Connolly, Maintenance Superintendent of the City of Newark (“Administrator”). All correspondence shall be directed to or through the Administrator or his/her designee.

18. NOTICES. Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

Universal Building Services and Supply Co.

CITY OF NEWARK

DARIO DEVINCENZI, OPS. MGR.
Consultant

TONYA CONNOLLY
Administrator

Address: Universal Building Services
Attn: Dario Devincenzi
3120 Pierce Street
Richmond, CA 94804

City of Newark
Attn: Tonya Connolly
37101 Newark Boulevard
Newark, CA 94560

19. PARAGRAPH HEADINGS. Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

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

21. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

22. GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

23. ATTORNEY'S FEES. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

24. ASSIGNABILITY. Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

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

26. WAIVERS. Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

27. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

28. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

29. COVENANT AGAINST CONTINGENT FEES. Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

CITY OF NEWARK,
a municipal corporation

UNIVERSAL BUILDNG SERVICES
AND SUPPLY COMPANY, a
California corporation

By _____
Alan L. Nagy, Mayor

By _____
Consultant

Date _____

Date _____

Printed Name

Attest:

Sheila Harrington, City Clerk

Date _____

Approved as to form:

Kristopher J. Kokotaylo, Interim City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

The full Scope of Services and all related requirements are specified in the two Requests for Proposals (RFPs) for: (1) Janitorial Services to City Buildings; and (2) Janitorial Services to Silliman Community Activity Center, each dated February 28, 2019, and incorporated herein by reference. Consultant shall comply with all provisions of each Request for Proposals as well as Consultant's submitted proposals to the respective RFPs, also incorporated herein by reference.

EXHIBIT B

CONSULTANT'S COMPENSATION FOR SERVICES

Unit Price Schedule

Location	Base Bid	Monthly or Less Often Duties
City Administration Building	\$27,120	\$5,028
City Administration/Police	\$23,736	\$1,176
Newark Community Center	\$11,808	\$3,000
Community Center Annex	\$15,864	\$1,956
Redeker Senior Center	\$15,864	\$2,736
Service Center	\$9,522	\$1,668
Police Evidence	\$1,128	
Silliman Phase I	\$70,308	\$8,232
Silliman Phase II	\$70,308	\$6,912
Newark Library	\$38,880	\$972
Newark Library – Day Porter	\$15,384	
Community Park Restrooms	\$13,536	
Sportsfield Park Restrooms	\$13,536	
Birch Grove Park Restrooms	\$13,536	
Ash Street Park Restroom	\$13,536	
Ash Street Summer Program		\$2,106
Community Summer Program		\$2,602
Fire Station #27		\$775
Fire Station #28		\$1,365
Fire Station #29		\$775
TOTAL	\$238,239	\$155,760

Unscheduled Services – Labor Rates per Hour

Janitor	\$28.96
Utility Person	\$36.90
Carpet Cleaner	\$36.90

METHOD OF BILLING

Billing should be sent at the first of the month to Tonya Connolly via e-mail at tonya.connolly@newark.org

EXHIBIT C

QUALIFICATIONS

Consultant's qualifications are detailed in the Consultant's proposals received on April 2, 2019 in response to the two Requests for Proposals (RFPs) for: (1) Janitorial Services to City Buildings; and (2) Janitorial Services to Silliman Community Activity Center, each dated February 28, 2019. Consultant's proposals and the RFPs are incorporated herein by reference.

F.4 Approval of plans and specifications, acceptance of bid, and award of contract for the Base Bid and Additive Alternate Bid Nos. 1, 2, 3, 4, 4A, 5 and 7 to O.C. Jones & Sons, Inc. for Sportsfield Park Synthetic Turf Fields and Newark Skate Park at Sportsfield Park, Project Nos. 1192 and 1193 and amendment of the 2018-2020 Biennial Budget for Fiscal Year 2018-2019 – from Assistant City Engineer Imai. (MOTION)(RESOLUTION)

Background/Discussion – The Citywide Parks Master Plan, adopted by the City Council in June 2017, identified the construction of a new skate park and replacement all-weather synthetic turf fields at Sportsfield Park as high priority projects. In September 2018, the City Council approved Final Conceptual Master Plans for Sportsfield Park Synthetic Turf Fields and Newark Skate Park at Sportsfield Park, Project Nos. 1192 and 1193.

Sportsfield Park Synthetic Turf Fields, Project No. 1192

The Sportsfield Park Synthetic Turf Fields (Synthetic Turf Fields) will replace nearly six acres of grass turf currently utilized as sports fields at the eastern end of Sportsfield Park with all-weather fields constructed from synthetic grass-like material. The Synthetic Turf Fields will have the capacity to provide two regulation soccer fields (73 yds x 120 yds), but will also provide overlaid sports striping for four youth soccer fields (50 yds x 73 yds). In addition, the project will improve over 35,000 square feet of pedestrian pathways surrounding the Synthetic Turf Fields. The pathways are used for both active and passive recreation and serve as an important pedestrian connection within Sportsfield Park. New picnic tables and waste receptacles made with recycled material and purchased with Measure D funds will be installed along the new pedestrian pathways. Measure D was approved by voters in Alameda County in 1990 and makes funds available to cities for the purchase of items that promote recycling or are made with recycled content.

Newark Skate Park at Sportsfield Park

The Newark Skate Park at Sportsfield Park (Skate Park) will be an approximately 12,000 square-foot skate park at the northeastern corner of Sportsfield Park on Mowry Avenue next to Fire Station No. 27. The Skate Park will provide both elevated and depressed skate features, seating and viewing areas, and shade structures.

Bid Results

Project bids were opened on April 2, 2019. The City received a total of three bids as follows:

	O.C. Jones & Sons	Suarez & Munoz Construction	GoodLand Landscape Construction	Engineer’s Estimate
BASE BID	<i>\$4,610,080.60</i>	<i>\$4,863,133.00</i>	<i>\$5,000,000.00</i>	<i>\$5,043,386.73</i>
Alternate Bid No. 1	\$87,9513.00	71,753.00	\$136,814.00	\$84,959.00
Alternate Bid	\$41,682.50	\$44,681.00	\$37,587.50	\$17,260.00

No. 2				
Alternate Bid No. 3	\$858,000.00	\$730,000.00	\$975,100.00	\$1,097,280.00
Alternate Bid No. 4	\$30,684.00	\$37,515.00	\$40,796.00	\$46,686.00
Alternate Bid No. 4A	\$16,801.00	\$9,871.00	\$14,936.00	Combined with Alternate Bid No. 4
Alternate Bid No. 5	\$20,085.00	\$7,714.00	\$35,978.00	\$10,844.00
Alternate Bid No. 6	\$27,000.00	\$28,000.00	\$30,156.00	\$15,000.00
Alternate Bid No. 7	\$170,000.00	\$170,000.00	\$300,580.00	\$310,000.00

As stated in the Project Specifications, determination of the low monetary bidder was based on the Total Base Bid only without considering any alternate bid totals. The low monetary bidder, O.C. Jones & Sons provided a responsive bid, is experienced in this type of project and is a responsible contractor.

Additive Alternate Bids

The project included the following eight Additive Alternate Bid Items:

Additive Alternate Bid No. 1 – Installation of twenty-five-foot-tall protective netting behind full size soccer field goals to prevent balls from leaving the field area.

Additive Alternate Bid No. 2 – Installation of sod in lieu of seeded turf to replace areas of existing grass removed during construction. Seeded turf would require approximately two to three months to germinate while the use of sod would provide instant benefit.

Additive Alternate Bid No. 3 – Installation of sports field lighting at the Synthetic Turf Fields.

Additive Alternate Bid No. 4 – Addition of black vinyl and powder coating to all chain link fencing.

Additive Alternate Bid No. 4A – Addition of black vinyl coating to one-inch chain link mesh should Additive Alternate Bid Nos. 4 and 5 also be awarded.

Additive Alternate Bid No. 5 – Use of one-inch chain link mesh in lieu of standard two-inch mesh in back of full size soccer field goals and at all practice backstops to provide a product more resilient to repetitive impact.

Additive Alternate Bid No. 6 – Purchase of four soccer goals and related equipment.

Additive Alternate Bid No. 7 – Installation of lighting at the Skate Park.

Based on the bids submitted by O.C. Jones & Sons, staff recommends that the City Council add Additive Alternate Bid Items Nos. 1, 2, 3, 4, 4A, 5 and 7 to the construction contract. The addition of lighting at the Synthetic Turf Fields and Skate Park (Additive Alternate Bid Items Nos. 3 and 7, respectively) would allow both facilities to remain open and available to the public past dusk. Staff anticipates establishing operating hours between dawn and 10:00 pm at both facilities with the addition of lighting.

As detailed below, there are sufficient funds budgeted for this project to include the recommended Additive Alternate Bid Items. After review of the bid submitted by O.C. Jones & Sons for Additive Alternate Bid No. 6 (soccer goals and related equipment), staff does not recommend adding this item to the construction contract. Instead, staff recommends purchasing the soccer goals and equipment through a separate competitive bid process, which would likely be more economical.

Project Costs

The 2018-2020 Biennial Budget and Capital Improvement Plan includes \$5,932,000 of Park Improvement Funds in Fiscal Year 2018-2019 for construction of the Synthetic Turf Fields and Skate Park. The addition of Additive Alternate Bid Items Nos. 1, 2, 3, 4, 4A, 5 and 7 to O.C. Jones & Sons' Base Bid of \$4,610,080.60 would bring the total construction contract amount to \$5,835,284.10.

Staff recommends including an additional \$294,715.90 in construction contingency, equivalent to approximately five percent of the contract amount, to account for material testing, special inspection services, compliance with clean water monitoring and reporting requirements, and other unanticipated construction costs. The added contingency would bring the recommended allocation for the project to \$6,130,000.00.

There is currently \$5,767,478.00 of Park Improvement Funds available. Therefore, a budget amendment would be necessary to appropriate \$362,522.00 in additional funds for Fiscal Year 2018-2019 to provide total project funding of \$6,130,000.00. Staff recommends that Capital Improvement Fund Reserves be utilized.

Attachments – Resolution; Public Works Contract Agreement

Action - Staff recommends that the City Council, by motion, approve the plans and specifications and, by resolution, accept the bid and award the contract for the Base Bid and Additive Alternate Bid Nos. 1, 2, 3, 4, 4A, 5, and 7 to O.C. Jones & Sons, Inc. for Sportsfield Park Synthetic Turf Fields and Newark Skate Park at Sportsfield Park, Project Nos. 1192 and 1193 and amend the 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2018-2019.

3216800.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING THE BID AND AWARDING THE CONTRACT FOR THE BASE BID AND ADDITIVE ALTERNATE BID NOS. 1, 2, 3, 4, 4A, 5 and 7 TO O.C. JONES & SONS, INC. FOR SPORTSFIELD PARK SYNTHETIC TURF FIELDS AND NEWARK SKATE PARK AT SPORTSFIELD PARK, PROJECT NOS. 1192 AND 1193, AND AMENDING THE 2018-2020 BIENNIAL BUDGET FOR FISCAL YEAR 2018-2019

WHEREAS, the Public Works Department invited sealed bids for the construction of public improvements for the Sportsfield Park Synthetic Turf Fields and Newark Skate Park at Sportsfield Park, Project Nos. 1192 and 1193 (the "Project"); and

WHEREAS, the City has, upon due notice, received a total of three bids for the Project that were reviewed by staff for responsiveness and responsibility; and

WHEREAS, as stated in the Project Specifications, determination of the low monetary bidder was based on the Total Base Bid only without considering any alternate bid totals; and

WHEREAS, O.C. Jones & Sons, Inc. was determined to be the lowest responsible bidder with a base bid of \$4,610,080.60; and

WHEREAS, staff recommends, and the City Council seeks, to add Additive Alternate Bid Items Nos. 1, 2, 3, 4, 4A, 5 and 7 to the construction contract which would bring the total construction contract amount to \$5,835,284.10; and

WHEREAS, staff also recommends allocating an additional \$294,715.90 in construction contingency, which would bring the total allocation for the Project to \$6,130,000.00; and

WHEREAS, the City currently has \$5,767,478.00 of Park Improvement Funds available and staff recommends, and the City Council seeks, to appropriate \$362,522.00 in additional funds from Capital Improvement Fund Reserves for Fiscal Year 2018-2019 to provide total project funding of \$6,130,000.00.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby find that O.C. Jones & Sons, Inc. was the lowest responsible bidder for the Sportsfield Park Synthetic Turf Fields and Newark Skate Park at Sportsfield Park, Project Nos. 1192 and 1193, in the City of Newark.

BE IT FURTHER RESOLVED that the City Council does hereby accept said bid of said company and does hereby authorize the Mayor of the City of Newark to sign an agreement with said company for the construction of Sportsfield Park Synthetic Turf Fields and Newark Skate Park at Sportsfield Park, Project Nos. 1192 and 1193, according to the plans, specifications, and

terms of said bid for the Base Bid and Additive Alternate Bid Nos. 1, 2, 3, 4, 4A, 5 and 7 in an amount not to exceed \$5,835,284.10.

BE IT FURTHER RESOLVED that the City Council does hereby approve an amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2018-2019 to appropriate \$6,130,000.00 to project account 1193 as follows:

To:	104-5400-5280-1192	Sportsfield Park Synthetic Turf Fields and Skate Park	\$6,130,000.00
From:	104-0000-2991	Unallocated Fund Balance	\$5,767,478.00
From:	010-0000-2991	Unallocated Fund Balance	\$362,522.00
To:	104-0000-2992	Transfer In	\$362,522.00
From:	010-0000-2993	Transfer Out	\$362,522.00

3216809.1

AGREEMENT (PUBLIC WORKS CONTRACT)

THIS AGREEMENT, made and entered into this ____ day, of _____, 2019, and between the CITY OF NEWARK, a municipal corporation and the General Law Class, State of California, hereinafter called the "CITY" and O.C. JONES & SONS, INC., a California corporation, hereinafter called the "CONTRACTOR":

WITNESSETH:

That the City and Contractor for the consideration, hereinafter named, agree as follows:

1. That complete Contract includes all of the Contract Documents as if set forth in full herein, to wit: the Notice to Contractors; the Bid Proposal to the City of Newark; the Accepted Bid (Unit Price Schedule) for the Base Bid and Additive Alternate Bid Nos. 1, 2, 3, 4, 4A, 5 and 7; the Bidder's Statement of Subcontractors; the Performance Bond; the Payment Bond; the Plans and Specifications; this Agreement; and all Addenda setting forth any modifications or interpretations of any of said Documents.
2. The Contractor will furnish all materials except as otherwise provided in the Specifications and on the Plans and will perform all the work necessary to construct and complete in a good workmanlike and substantial manner, and to the satisfaction of the Engineer, public improvements in accordance with those certain documents headed:

**NEWARK SPORTSFIELD SYNTHETIC TURF FIELD AND SKATE PARK
6800 Mowry Avenue, Newark, CA 94560
Synthetic Turf Field – City Project No. 1192
Skate Park – City Project No. 1193**

and the Standard Specifications and Plans of the Department of Transportation, State of California, dated May 2006.

All of the above work is on City property, and under the direction of the Engineer or other official designated by the City to supervise said work, all as provided in and subject to the Contract Documents.

3. The Contractor shall comply with all applicable local, state, and federal regulations.
4. The Contractor shall maintain a valid Class A California Contractor License throughout the performance of work under this contract.
5. The Contractor shall submit a receipt copy or other evidence showing payment of the current City of Newark Business License fee.
6. The Contractor shall provide a Certificate of Insurance to show proof of Comprehensive General Liability Insurance of (minimum) \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and bodily damage; and Workers Compensation and Employers Liability Insurance as required by the Labor Code of the State of California.

7. As of July 1, 2014, all contractors bidding on this project are required to register with the Department of Industrial Relations (DIR) and to pay the required annual fee. Under California Labor Code section 1771.1, as amended by SB 854, unless registered with the DIR, a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public works projects on or after March 1, 2015. The Contractor will be required to submit certified payrolls during the course of this project. This project is subject to compliance enforcement and monitoring by the State of California DIR.
8. The City will pay the Contractor in current funds for the performance of the Contract on the basis of the accepted unit prices and the actual measured quantities of work done at such time as are stated in the Specifications, and will otherwise fulfill its obligations thereunder.
9. All time limits stated in the Contract Documents are of the essence of this Agreement.
10. The statement of prevailing wages appearing in the Equipment Rental Rates and General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.
11. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
12. If any action shall be brought by the City for the enforcement of any of the conditions, covenants or agreements herein the prevailing party shall recover reasonable attorney's fees.
13. The Contractor hereby agrees to defend, indemnify, and save harmless City, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, injury, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of Contractor, its officers, employees or agents in the performance of any service or work pursuant to this Contract.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require Contractor to indemnify City, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

It shall be required under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.


Approval of the insurance contracts does not relieve the Contractor or subcontractors from liability under this paragraph, including but not limited to the duty to indemnify City set forth herein. By execution of this Contract Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

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

CITY OF NEWARK
a Municipal Corporation

FOR THE CONTRACTOR:
O.C. Jones & Sons, Inc.
a California Corporation

By _____
Mayor



Its Secretary

Greg Souder
Printed Name

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)
On 4/10/19 before me, Heidi Faria, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Greg Louder
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Heidi Faria
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:



City of Newark

MEMO

DATE: April 15, 2019

TO: City Council

FROM: Sheila Harrington, City Clerk

A handwritten signature in blue ink, appearing to be 'S. Harrington'.

SUBJECT: Approval of Audited Demands for the City Council Meeting of April 25, 2019.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
April 04, 2019	Page 1-2	117386 to 117456	Inclusive
April 12, 2019	Page 1-2	117457 to 117517	Inclusive



City of Newark

MEMO

DATE: April 15, 2019

TO: Sheila Harrington, City Clerk

FROM: Krysten Lee, Finance Manager

A handwritten signature in blue ink, likely belonging to Krysten Lee, Finance Manager.

SUBJECT: Approval of Audited Demands for the City Council Meeting of April 25, 2019.

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

1
 Final Disbursement List. Check Date 04/04/19, Due Date 04/15/19, Discount Date 04/15/19. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
117386	332	ADAMSON POLICE PRODUCTS	04/04/19	92.08	MISC PURCHASES
117387	1129	ALAMEDA COUNTY CLERK RECORDER'S OFFICE	04/04/19	50.00	NOTICE OF EXEMPTION HANDLING FEE PROJECT
117388	11674	JAMES ANDERSON	04/04/19	176.32	EXPENSE REIMBURSEMENT
117389	11607	ENGINEERING NEWS RECORD	04/04/19	59.00	ENR MAGAZINE SUBSCRIPTION Reinstated fro
117390	11679	LUZ BORJA	04/04/19	6.96	EXPENSE REIMBURSEMENT
117391	9888	BUREAU VERITAS NORTH AMERICA INC.	04/04/19	15,293.60	BUILDING INSPECTION PLAN REVIEW SERVICE
117392	10261	CARBONIC SERVICE	04/04/19	189.40	CARBON DIOXIDE
117393	1521	MICHAEL CARROLL	04/04/19	732.76	EXPENSE REIMBURSEMENT
117394	33	CENTRAL TOWING & TRANSPORT LLC	04/04/19	97.50	TOWING SVCS Reinstated from claim# 13498
117395	3751	BRYAN COBB	04/04/19	688.50	EXPENSE REIMBRUSEMENT
117396	10060	COMCAST	04/04/19	138.84	CABLE BILL
117397	11549	CSG CONSULTANTS, INC.	04/04/19	1,110.00	OUTSIDE IMPROVEMENT PLAN CHECK FEES FOR
117398	10793	JEAN CUNNINGHAM	04/04/19	118.00	TRIP REFUND
117399	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	04/04/19	666.25	PUBLISH LEGAL ADS
117400	10794	DUKE DE LEON	04/04/19	285.00	VIDEO RECORDING SERVICES
117401	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	04/04/19	258.00	FINGERPRINTING FEES Reinstated from clai
117402	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	04/04/19	10.00	REIMBURSEMENT FOR BANK FEES
117403	11081	DEPARTMENT OF GENERAL SERVICES DIVISION	04/04/19	712.49	CA STATE CASP FEES (AB1379)
117404	11694	DPREP INC.	04/04/19	195.00	PATROL POST TRAINING
117405	10642	FASTENAL COMPANY	04/04/19	13.07	STREETS SUPPLIES
117406	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	04/04/19	239.60	FLEET PARTS
117407	313	FREMONT URGENT CARE CENTER	04/04/19	816.00	PRE-EMPLOYMENT/DOT PHYSICALS Reinstated
117408	11465	FRONTIER PACIFIC	04/04/19	2,492.00	DOOR MAINTENANCE
117409	11700	GRM INFORMATION MANAGEMENT SERVICES OF S	04/04/19	1,556.70	SCANNING SERVICES Reinstated from claim#
117410	4845	HINDERLITTER DELLAMAS & ASSOCIATES	04/04/19	300.00	TRANSACTION TAX
117411	11553	HELLER MANUS ARCHITECTS	04/04/19	29,761.60	CIVIC CENTER BRIDGING DOCUMENTS
117412	11546	INDUSTRIAL PLUMBING SUPPLY, LLC.	04/04/19	576.89	BUILDING PARTS
117413	11503	ART INTERIANO	04/04/19	206.37	EXPENSE REIMBURSEMENT
117414	11611	IXII GROUP, INC.	04/04/19	224.00	REC/COMM POST TRAINING
117415	11301	MYVAN KHUU-SEEMAN	04/04/19	202.90	EXPENSE REIMBURSEMENT
117416	11602	KIM TURNER, LLC	04/04/19	130.00	REC/COMM POST TRAINING
117417	11393	KRYSTEN LEE	04/04/19	1,145.31	EXPENSE REIMBURSEMENT
117418	76	LN CURTIS & SONS	04/04/19	5,742.67	FLASHLIGHT EQUIPMENT REPLACEMENT #2019-2
117419	11335	LEGACY ROOFING & WATERPROOFING	04/04/19	380.00	ROOF REPAIRS
117420	8276	LEHR AUTO	04/04/19	354.45	FLEET PARTS
117421	11684	MALLORY SAFETY & SUPPLY LLC	04/04/19	125.01	MISC SAFETY SUPPLIES AND VESTS
117422	11271	MASAKOS MUSIC STUDIO MASAKO YAMAMOTO	04/04/19	1,778.40	RECREATION CONTRACT Reinstated from clai
117423	11271	MASAKOS MUSIC STUDIO MASAKO YAMAMOTO	04/04/19	12.00	REIMBURSEMENT FOR BANK FEES
117424	9029	MEYERS NAVE RIBACK SILVER & WILSON	04/04/19	24,383.54	LITIGATION & LEGAL CONSUTLING SRVCS
117425	10710	MUNICIPAL CODE CORPORATION	04/04/19	75.00	UPDATING ELECTRONIC DATABASE
117426	11698	KRISTIN TRAN	04/04/19	81.00	RECREATION CONTRACT Reinstated from clai
117427	11698	KRISTIN TRAN	04/04/19	12.00	REIMBURSEMENT FOR BANK FEES
117428	11690	NEOFUNDS	04/04/19	1,000.34	NEOPOST POSTAGE
117429	10865	NEW IMAGE LANDSCAPE	04/04/19	14,336.30	PROJECT 1186B PARK AND LANDSCAPE SERVICE
117430	324	NEWARK CHAMBER OF COMMERCE	04/04/19	1,715.00	MEMBERSHIP DUES Reinstated from claim# 1
117431	324	NEWARK CHAMBER OF COMMERCE	04/04/19	15.00	REIMBURSEMENT FOR BANK FEES
117432	5681	OMNI-MEANS LTD	04/04/19	1,015.00	TRAFFIC ENGINEERING AND TRANSPORTATION P
117433	349	PACIFIC GAS & ELECTRIC	04/04/19	19,077.71	STREETLIGHTS AND TRAFFIC SIGNALS
117434	11322	PAPA JOHNS PIZZA	04/04/19	74.00	CAFE AND BIRTHDAY PARTY FOOD
117435	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	04/04/19	142.00	PEST CONTROL Reinstated from claim# 1350
117436	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	04/04/19	1,035.69	CIP #1192:PRINTING COSTS RELATED TO SPOR

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
117437	11376	QUINCY ENGINEERING INC	04/04/19	38,087.31	PROFESSIONAL ENGINEERING SERVICES FOR CE
117438	11573	REYES COCA-COLA BOTTLING LLC.	04/04/19	653.54	CAFE AND BIRTHDAY DRINKS
117439	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	04/04/19	3,259.60	RENT/WATER
117440	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	04/04/19	175.00	DNS AND MAIL FILTERING
117441	40	STAPLES ADVANTAGE DEPT LA	04/04/19	2,045.61	OFFICE SUPPLIES
117442	11535	ANNE STEDLER	04/04/19	445.97	EXPENSE REIMBURSEMENT
117443	11696	SURE-CLOSE INC.	04/04/19	5,820.00	SURE-CLOSE COMPOST PAILS (ORGANICS PROGR
117444	5463	MARY TEIXEIRA	04/04/19	11.02	EXPENSE REIMBURSEMENT
117445	2342	TELEPATH CORPORATION	04/04/19	405.00	INSTALLATION OF FLEET PARTS
117446	11644	TIREHUB, LLC.	04/04/19	267.36	TIRES
117447	6797	US BANK CORPORATE PAYMENT	04/04/19	16,937.80	US BANK CC PAYMENT 02/22/19 Reinstated f
117448	7517	U S FOODS INC SAN FRANCISCO	04/04/19	1,522.75	CAFE FOOD
117449	363	UNITED STATES POSTMASTER	04/04/19	2,743.00	POSTAGE Reinstated from claim# 134980
117450	363	UNITED STATES POSTMASTER	04/04/19	3,193.00	POSTAGE FOR SUMMER ACTIVITIES GUIDE Rein
117451	363	UNITED STATES POSTAL SERVICE EAGAN ACCOU	04/04/19	30.00	REIMBURSEMENT FOR BANK FEES RCMS CONTROL
117452	363	UNITED STATES POSTAL SERVICE EAGAN ACCOU	04/04/19	30.00	REIMBURSEMENT FOR BANK FEES RCMS CONTROL
117453	10998	GARY M SHELDON VBS SERVICES	04/04/19	450.00	BLOOD W/DRAWAL SVC
117454	11651	VERDE DESIGN INC	04/04/19	41,342.50	DESIGN SERVICES FOR CIP #1192 SPORTSFIEL
117455	11651	VERDE DESIGN INC	04/04/19	12.00	REIMBURSEMENT FOR BANK FEES
117456	5623	VERIZON WIRELESS	04/04/19	624.46	VERIZON CELL SERVICE
Total				247,955.17	

Final Disbursement List. Check Date 04/12/19, Due Date 04/22/19, Discount Date 04/22/19. Computer Checks.
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
117457	9723	A-1 SEPTIC TANK SERVICE INC	04/12/19	1,360.00	SEPTIC MAINTENANCE
117458	332	ADAMSON POLICE PRODUCTS	04/12/19	329.23	MISC PURCHASES
117459	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	04/12/19	8,000.00	ACADEMY FEES
117460	344	ALAMEDA COUNTY WATER DISTRICT	04/12/19	1,646.79	WATER FOR SWEEPER TRUCK
117461	5821	ALL CITY MANAGEMENT SERVICES, INC.	04/12/19	3,561.08	CROSSING GUARD SVCS
117462	348	AT&T	04/12/19	177.34	ATT TELECOM & T1 TO FS
117463	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	04/12/19	311.68	BATTERIES
117464	9680	BAY CENTRAL PRINTING	04/12/19	63.78	BUSINESS CARD IMPRINTING
117465	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	04/12/19	3,728.00	SPORTS OFFICIATING
117466	6630	BOUND TREE MEDICAL LLC	04/12/19	484.99	GLOVES
117467	10060	COMCAST	04/12/19	74.86	CABLE SVCS
117468	11544	COTTON, SHIRES AND ASSOCIATES, INC.	04/12/19	2,970.00	GEOTECH PEER REVIEW DEPOSIT
117469	3664	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE	04/12/19	150.00	INTERMEDIATE GOVERNMENT ACCOUNTING
117470	10650	BAY AREA SERVICE COMPANY	04/12/19	34.00	BUSINESS LICENSE REFUND
117471	10650	ANTHONY H. SIU	04/12/19	200.00	ADMINISTRATIVE CITATION DISMISSAL
117472	10650	HAN LI LAMBRUSCHINI	04/12/19	100.00	EVIDENCE/PROPERTY REFUND
117473	10793	SRI RAMAKRISHNA SARADA BHAJAN MANDALI	04/12/19	300.00	RENTAL DEPOSIT REFUND
117474	10793	MANISH SINGH	04/12/19	300.00	RENTAL DEPOSIT REFUND
117475	10793	TAMELA SULLIVAN	04/12/19	300.00	RENTAL DEPOSIT REFUND
117476	10793	MISSION SAN JOSE BOYS VOLLEYBALL C/O TOM	04/12/19	300.00	RENTAL DEPOSIT REFUND
117477	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	04/12/19	660.00	BID ADVERTISING
117478	7183	DEMARAY'S GYMNASTICS ACADEMY	04/12/19	1,219.20	RECREATION CONTRACT
117479	10642	FASTENAL COMPANY	04/12/19	309.77	PARK SUPPLIES
117480	153	FOLGERGRAPHICS, INC	04/12/19	2,401.33	PUBLISH CITY NEWSLETTER
117481	9338	CITY OF FOSTER CITY	04/12/19	3,500.00	CALOPPS ANNUAL FEE FY 2018-2019
117482	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	04/12/19	239.60	FLEET PARTS
117483	3638	MARK GOTHARD	04/12/19	4,177.56	RECREATION CONTRACT
117484	10035	TERRENCE GRINDALL	04/12/19	195.50	EXPENSE REIMBURSEMENT
117485	10707	GYM DOCTORS	04/12/19	215.84	MONTHLY PREVENTIVE MAINTENANCE SERVICE
117486	4845	HINDERLITTER DELLAMAS & ASSOCIATES	04/12/19	19,196.20	SALES TAX CONSULTING/AUDIT SERVICES
117487	11590	HIRED HANDS LLC.	04/12/19	931.34	SIGN LANGUAGE SERVICES
117488	1591	PHILIP H HOLLAND	04/12/19	200.00	RESERVE UNIF ALLOW
117489	10663	HOSE & FITTING ETC	04/12/19	92.48	FLEET PARTS
117490	7593	BRUCE HOWCROFT	04/12/19	200.00	RESERVE UNIF ALLOW
117491	11494	KANEN TOURS, INC.	04/12/19	3,782.00	ANGEL ISLAND TRIP 04/04/19
117492	11681	KBA DOCUMENT SOLUTIONS, LLC.	04/12/19	290.68	COPIER LEASE AGREEMENT (COPIES)
117493	10486	SHAKATI KHALSA	04/12/19	120.00	RECREATION CONTRACT
117494	1469	KING KOVERS OF FREMONT	04/12/19	601.87	FLEET REPAIRS
117495	7189	LINCOLN AQUATICS	04/12/19	371.41	POOL CHEMICALS AND SUPPLIES
117496	6596	CHOMNAN LOTH	04/12/19	639.00	EXPENSE REIMBURSEMENT
117497	11684	MALLORY SAFETY & SUPPLY LLC	04/12/19	267.71	MISC SAFETY SUPPLIES AND VESTS
117498	7335	MUNICIPAL MAINTENANCE EQUIPMENT INC	04/12/19	6,382.44	BROOMS FOR SWEEPER
117499	11698	KRISTIN TRAN	04/12/19	108.00	RECREATION CONTRACT
117500	11455	NATIONAL DATA & SURVEYING SERVICES	04/12/19	1,530.00	TRAFFIC COUNTS
117501	10865	NEW IMAGE LANDSCAPE	04/12/19	14,483.04	PROJECT 1186B PARK AND LANDSCAPE SERVICE
117502	11012	OWEN EQUIPMENT SALES	04/12/19	1,002.79	FLEET PARTS
117503	349	PACIFIC GAS & ELECTRIC	04/12/19	45,450.77	CITY ELECTRICITY AND GAS
117504	349	PACIFIC GAS & ELECTRIC	04/12/19	2,500.00	CIP #1193: SKATE PARK, PGE DESIGN REVIEW
117505	11322	PAPA JOHNS PIZZA	04/12/19	532.00	CAFE AND BIRTHDAY PARTY FOOD
117506	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	04/12/19	142.00	PEST CONTROL
117507	10729	PETTY CASH CUSTODIAN-CASHIER RAQUEL THOM	04/12/19	105.33	PETTY CASH REPLENISHMENT

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
117508	329	PHOENIX GROUP INFORMATION SYSTEMS	04/12/19	838.00	PARKING CITATION PROG
117509	11234	RAY MORGAN COMPANY	04/12/19	2,653.01	COPIER LEASE AGREEMENT
117510	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	04/12/19	4,067.35	PAYROLL DEDUCTION - GARNISHMENT
117511	11396	SWA SERVICES GROUP INC	04/12/19	27,678.21	JANITORIAL
117512	9476	YSERCO INC	04/12/19	1,028.00	SILLIMAN CONTRACTUAL SVCS
117513	5246	TURF STAR, INC.	04/12/19	611.21	EQUIPMENT/TOOLS
117514	6797	US BANK CORPORATE PAYMENT	04/12/19	16,766.07	US BANK CC PAYMENT 03/22/19
117515	11585	V5 SYSTEMS INC.	04/12/19	643.68	TECHNOLOGY NEEDS/MAINT
117516	5623	VERIZON WIRELESS	04/12/19	3,777.10	GPS TRACKERS
117517	5623	VERIZON BUSINESS SERVICES	04/12/19	616.69	CELL SVC FOR MDT'S
Total				194,918.93	

**M.1 Closed session pursuant to Government Code Section 54957
Public Employee Performance Evaluation
Title: City Manager.**