

REQUEST FOR PROPOSAL

**CLEANING AND MAINTENANCE OF
PARK STREET, WEBSTER STREET,
AND MARINA VILLAGE**

CITY OF ALAMEDA

September 3, 2020

Important Dates

RFP Questions due to Public Works by September 9, 2020
Answers to RFP questions, if any, posted September 15, 2020
Due Date, September 23, 2020 at 2:00 PM

Start Date:

December 7, 2020

Contact

Amanda Eberhart
City of Alameda Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Phone: (510) 747-7951
Email: aeberhart@alamedaca.gov

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Attachment A:	Boundary Map for Webster Street
Attachment B:	Boundary Map for Park Street
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Attachment D:	Scope of Work for Webster Street
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I. OVERVIEW

The City of Alameda is an island city of approximately 75,000 residents, connected to the City of Oakland via four bridges and two tunnels. The City has vibrant shopping districts on Park Street and Webster Street, as well as a small commercial area including a boardwalk and park as part of the business park at Marina Village.

The City's mission is to achieve excellence in cleanliness in the public right of way within these commercial areas to attract and retain businesses, as well as create an attractive community for both residents and visitors.

The City is requesting proposals from qualified organizations for ongoing cleaning and maintenance on Park Street, Webster Street, and Marina Village. The purpose of this work is to ensure the public areas within these shopping districts are clean, orderly, attractive, and well-maintained.

Background

Park Street, Webster Street, and Marina Village are also zones of the City's Landscaping and Lighting District., Park Street is Zone 4, Marina Village is Zone 6 and Webster Street is Zone 8. Boundary maps are included in Attachments A, B, and C.

Assessments from property owners fund ongoing cleaning and maintenance of the public infrastructure in these areas.

Current scopes of work are in Attachments D, E, F, and G and generally include litter, recycling and organics removal, sidewalk cleaning, cleaning of public litter cans, graffiti removal, etc. Landscape maintenance is **not** a part of the current scope of services and is not part of this request for proposal.

By combining these services into one request for proposal (RFP), the City seeks to gain a higher level of service through an experienced contractor who can maximize economies of scale and be the City's and public's one point of contact for maintenance in all three areas. However, the City may award different components of the RFP to different contractors if doing so will enable greater quality, less cost, and/or easier administration.

Examples of service that might be included at no, minimal, or reasonable additional cost by having all areas served by one contractor include:

- spot washing of sidewalks where spills, graffiti, or other grime appears;
- periodic washing of sidewalks;
- periodic washing of public litter cans;
- proactive management of material in the public litter cans to ensure they are

NEVER overfilled, even when the contractor is not on-site;¹ and

Finally, the contractor will be responsible for, responding to public service requests (e.g., see examples of the City's database in Attachment H), liaising with the business associations' staff, and being generally hospitable to the businesses and patrons of these areas.

Contract Period and Budget Increases

This project consist of a base proposal and an alternative proposal. Please complete the City's Budget proposal spreadsheet.

The City intends to award a five year contract at the recommendation of the City Manager and the discretion of City Council. The five year contract will included a yearly 3% CPI increase and at 10% contingency cost.

Please note: The contract period will commence on December 7, 2020.

Base Proposal	Minimum Annual Budget #1	Maximum Annual Budget #2
Webster Street	\$60,400.00	\$62,212.00
Park Street	\$89,677.00	\$92,450.00
Marina Village	\$78,444.00	\$80,798.00
Totals	\$228,521.00	\$235,460.00

Alternative Proposal	Minimum Annual Budget #1	Maximum Annual Budget #2
Recycling and Organics Containers	\$28,000.00	\$30,000.00

II. SUBMITTAL REQUIREMENTS

The City is requesting one PDF copy containing responses to items #1-6 and #8 below, and one MS Excel file containing a response to #7 below.

¹ Public litter cans on Park and Webster Streets are generally serviced three days per week by Alameda County Industries, the City's franchised waste hauler, with the exception of the cans directly in front of Starbucks and Peet's Coffee at Central Avenue and Park Street, which are serviced five times per week. At Marina Village, ACI provides no servicing of the public litter cans; instead, the contractor is expected to remove the material from the public litter cans and deposit it in a nearby bin provided by the City.

1. Letter of Interest (2-page max): Please include a letter expressing your Company's interest in being considered for the project. Include a statement regarding your Company's availability to dedicate time, personnel, and resources to this effort.

2. Project Understanding and Approach (2-page max): Please include a statement demonstrating your understanding of the proposed project and of the Alameda community, and describe your approach to completing the project successfully. In particular, describe:

-your ability to manage the material in the public litter cans in order to NEVER have overfilled cans, even on days when your forces may not be on the street;

-your ability to respond to service requests in less than two hours during normal business hours, or within a couple hours on the next business day for submissions made during non-business hours;

-the times of day that various staff employed would be on-site in each area, and your ability to work within the City's Noise Ordinance requirements listed below:
7 AM to 7 PM Monday through Friday and 8AM to 5 PM on Saturdays

-your ability to meet the City's reporting requirements and respond to public service requests;

-the method by which sidewalk cleaning and washing would occur in order to keep the sidewalks clean and grime-free;

-how you'd propose to market your contributions to residents and businesses in these shopping districts;

-how you'd propose to liaise with the staff of the local business associations; and

-other best practices that you'd follow to help ensure the public areas in these shopping districts are well-maintained.

3. Relevant Experience (2-page max):

A. Please include information describing the company's experience in general maintenance of public areas of a shopping district. Please provide at least three references,

B. List three (3) projects completed in the last three (3) years of size, scope and complexity, ideally in similar shopping districts.

C. Please verify that your company has obtained and maintains current certification of completion from Bay Area Stormwater Management Association's (BASMA) Pollution Prevention Training Program for Surface Cleaners. See <http://www.basmaa.org/>.

4. Firm History: Please select Yes or No on the questions listed below. If Yes, please explain on a separate page:

- A. Have any of the Firms' license's been revoked at any time in the last five (5) years?
 Yes No
- B. Has a surety firm completed a contract on your Firms behalf, or paid for completion because the firm was terminated for default by the project owner within the last five (5) years?
 Yes No
- C. At any time during the last five (5) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
 Yes No
- D. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?
 Yes No
- E. In the past ten (10) years has any claim **against** your firm concerning your firm's work on a project been **the subject of litigation or arbitration?**
 Yes No

If "yes," City staff may follow up on details of the claim and status.

- F. In the past ten (10) years has your firm made any claim against a project owner concerning your work on a project or payment for a contract and **filed that claim in court or arbitration?**
 Yes No

If "yes," City staff may follow up on details of the claim.

- G. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

- H. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or arbitration or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
 Yes No

If “yes,” City staff may follow up on the details of the claim.

- I. Has your firm or any of its owners, officers or partners ever been convicted of a crime, or entered into a plea agreement or consent decree involving any federal, state, or local law?
 Yes No

If “yes,” City staff may follow up on details of the claim. **Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?**

Yes No

If “yes,” City staff may follow up on details regarding the claim.

5. Project Manager/Key Staff (2-page max). Please include information about the specific relevant experience for the proposed Project Manager and all other applicable staff. A project manager must be designated and must be the principal contact for the City.
6. Scope of Work. Please modify, clarify, or improve the City’s scopes of work in Attachments D,E,F and G, with the goal of these areas having high- quality, cost-effective maintenance resulting in clean, attractive, orderly, and well-maintained shopping areas.
7. Budget and explanation. Based on the Scopes of Work, please fill in the City’s budget document ***in an MS Excel file***. Wherever explaining an entry, please use either the comment field, or create a tab for notes and be sure to identify which row, cell, or column the note refers to. **The initial contract will commence on December 7, 2020.**
8. Comments/Questions on the City Standard Consultant Agreement: Please find the City’s standard contractor agreement in Attachment J. If the Contractor has any questions/concerns related to any provisions of the standard form contract, they must be submitted in writing with your response to this Request for Proposals.

III. SELECTION PROCESS

The selection process for the contractor will proceed as follows:

1. Proposals received from contractors will be reviewed by Public Works staff and District Associations. The final selection will be based upon the following criteria:
 - A. The Contractor’s demonstrated understanding of the project and the Alameda community, and its demonstrated ability to deliver the best value and a well-maintained, clean and orderly area.
 - B. The Contractor’s past experience and results with similar projects, and the feedback received from reference checks.

C. The quality and experience of the Project Manager and key staff persons who will be working on the project on a regular basis.

D. The Contractor's costs for the project and ability to deliver on the Scopes of Work.

E. The Contractor's ability to be a strong environmental steward, including meeting the City's stormwater requirements in the Alameda Municipal Code [here](#) at sections 18-22.1 (Discharge of Pollutants), 18-22.6 (Littering), 18-22.10 (Compliance with Best Management Practices); maintain a current certification of completion from BASMA's Pollution Prevention Training Program For Surface Cleaners and be able to implement the surface cleaning best management practices described in the BASMA "Pollution From Surface Cleaning" guidance document; ensure no discharging of any debris, cleaning compound waste, paint waste, or any wash water or slurry containing any graffiti cleanup wastes or residues to the ground, any paved surface, the sidewalk, street, curb or any storm drain; and ideally have gained green certification by the Alameda County Environmental Services Department.

F. The Contractor's ability to meet the City's standard contract and insurance requirements.

The City will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability or national origin in the contract award.

The City reserves the right to reject all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City.

IV. PROPOSAL DUE DATE AND DELIVERY

One PDF copy of the proposal and one MS Excel file, all clearly marked with "Response to Request for Proposals: Cleaning and Maintenance," should be submitted **by email** no later than:

2:00 pm on Wednesday September 23, 2020

to the City of Alameda Public Works general mail box at pw@alamedaca.gov. It is the proposer's responsibility to clearly identify the RFP name in the email subject line "RFP for Cleaning and Maintenance of Park Street, Webster Street and Marina Village". Proposals will not be accepted after this time.

Proposals received by facsimile will not be accepted.

Any questions pertaining to this Request for Proposals shall be sent by Wednesday September 9, 2020 at noon to Amanda Eberhart, Management Analyst, aerberhart@alamedaca.gov and cc'd to Jeanette Navarro, jnavarro@alamedaca.gov.

Answers to RFP questions, if any, will be posted online Tuesday, September 15, 2020 at: <http://alamedaca.gov/business/bids-rfps>

There will be no interview process as part of this Request for Proposals.

V. CONDITIONS OF REQUEST

A. General Conditions

The City reserves the right to cancel or reject all or a portion or portions of the request for proposals without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

Any changes to the proposal requirements will be made by written addendum posted online at <http://alamedaca.gov/business/bids-rfps>.

B. Liability of Costs and Responsibility

The City shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Alameda.

The selected organization will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected organization will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

C. Standard Contractor Agreement

A sample contractor agreement has been provided in an attachment for the bidder's review and comment. If a bidder wishes to take exception to any of the terms and conditions contained in the contractor agreement, these should be identified specifically and with the proposal; otherwise it will be assumed that the bidder is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a bidder. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFP, and the successful bidder will be responsible for compliance. The City will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the proposal. The contractor agreement will not be executed by the City without first being signed by the bidder.

Prevailing wage no longer applies to the proposal's entire scope of work. Instead, prevailing wage only applies to any proposed pressure washing. Upon award of the contract, the City of Alameda's standard Contract Agreement (Attachment J) will be

revised to reflect this change. The balance of the City's standard Contract Agreement is still applicable with the exception of removal of the following non applicable sections: Section 11 (no bond required), Section 18 (Marsh Crust Ordinance Compliance), Section 19 (Integrated Pest Management) and Section 20 (Mined Materials Requirement).

D. Permits and Licenses

Bidder, and all of bidder's subcontractors, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services hereunder.

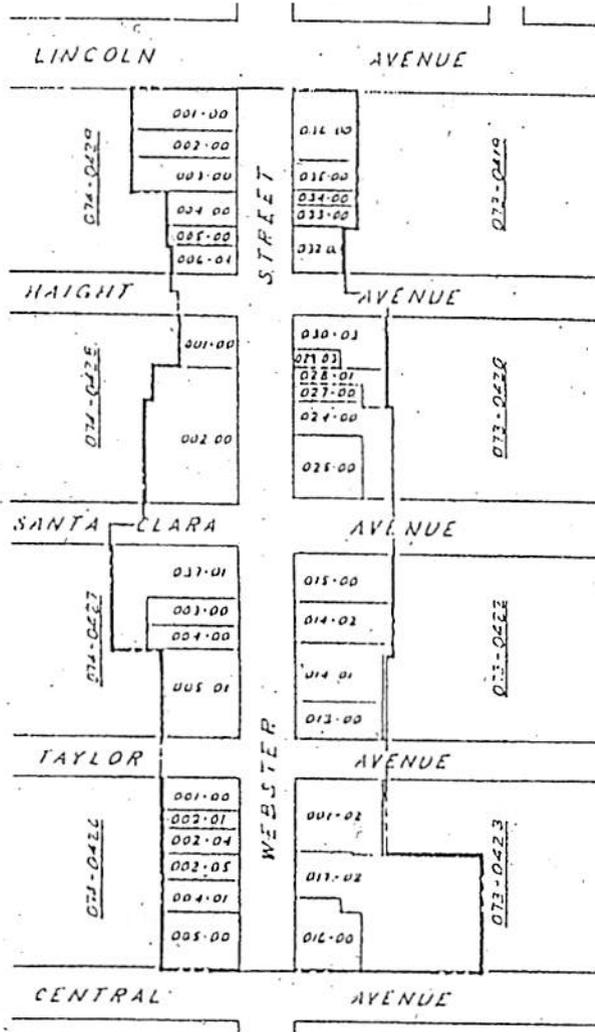
E. Bidder's Representative

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

Questions

All questions regarding this RFP should be directed to Amanda Eberhart, Management Analyst, Public Works, at aeberhart@alamedaca.gov.

ZONE 8 (Formerly Zone 2)



SPECIFICATIONS

ZONE NO.	LIMIT OF WORK	DESCRIPTION OF WORK
1	LINCOLN (ST CHARLES TO SHERMAN)	TREE MAINTENANCE MEDIAN MAINTENANCE REFUSE CONTAINER MAINTENANCE
2	WEBSTER (CENTRAL TO LINCOLN)	TREE MAINTENANCE REFUSE CONTAINER MAINTENANCE
3	WEBSTER (LINCOLN TO ATLANTIC)	TREE MAINTENANCE REFUSE CONTAINER MAINTENANCE
4	11TH ST (SAN JOSE TO ESTURAN) LINCOLN (OAK TO EVRETT) SANTA CLARA (OAK TO BROADWAY) CENTRAL (OAK TO EVRETT)	TREE MAINTENANCE REFUSE CONTAINER MAINTENANCE

LEGEND

- 012-2224 INDICATES ASSESSOR'S BOOK / PAGE NO.
- 015-03 INDICATES ASSESSOR'S PARCEL NO.
- INDICATES DISTRICT / ZONE BOUNDARY

FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY LOTS OR PARCELS SHOWN HEREON, REFER TO THE ASSESSOR'S MAPS OF ALAMEDA COUNTY.

BENCH MARK		REFERENCES		CITY OF ALAMEDA ENGINEERING DEPARTMENT	
				DIAGRAM OF ISLAND CITY LANDSCAPING & LIGHTING DISTRICT	
				 5/23/95 8684 51	

MAP OF PROPOSED BOUNDARIES OF ISLAND CITY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT 84-2 ZONE 4 (PARK STREET)

CITY OF ALAMEDA
COUNTY OF ALAMEDA
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ALAMEDA THIS ____ DAY OF ____, 2018.

CITY CLERK
CITY OF ALAMEDA
ALAMEDA COUNTY, CALIFORNIA

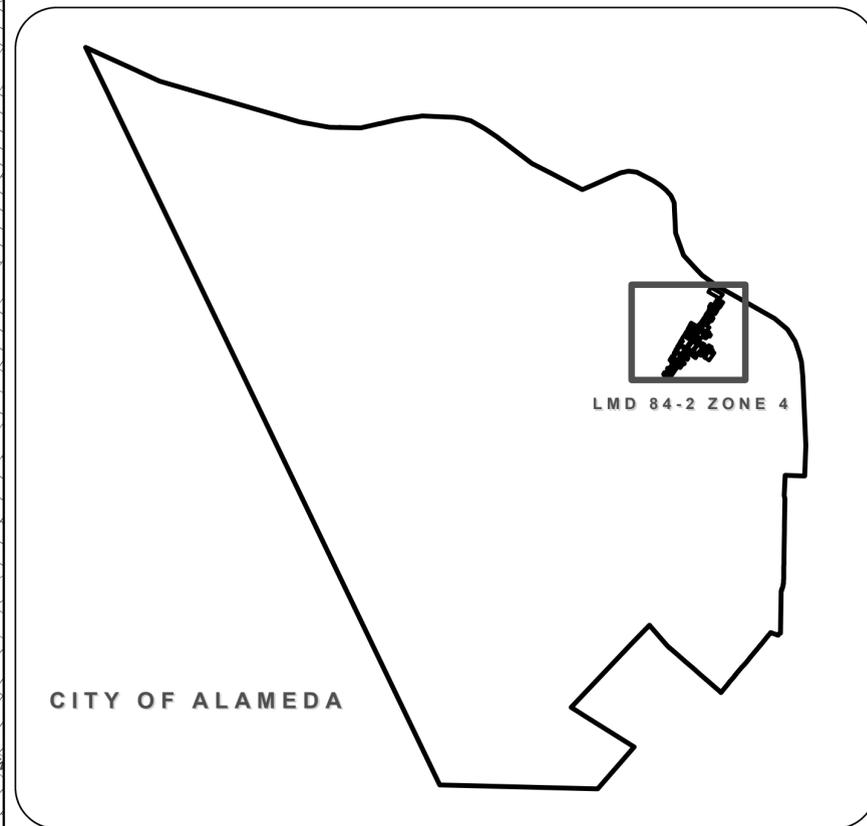
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF ISLAND CITY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT 84-2 ZONE 4 (PARK STREET), CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ALAMEDA, AT A MEETING THEREOF, HELD ON THE ____ DAY OF ____, 2018, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF ALAMEDA
ALAMEDA COUNTY, CALIFORNIA

FILED THIS ____ DAY OF ____, 2018, AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF ALAMEDA, CALIFORNIA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR OF THE COUNTY OF ALAMEDA.



Source: Alameda County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California II FIPS 0403 Feet



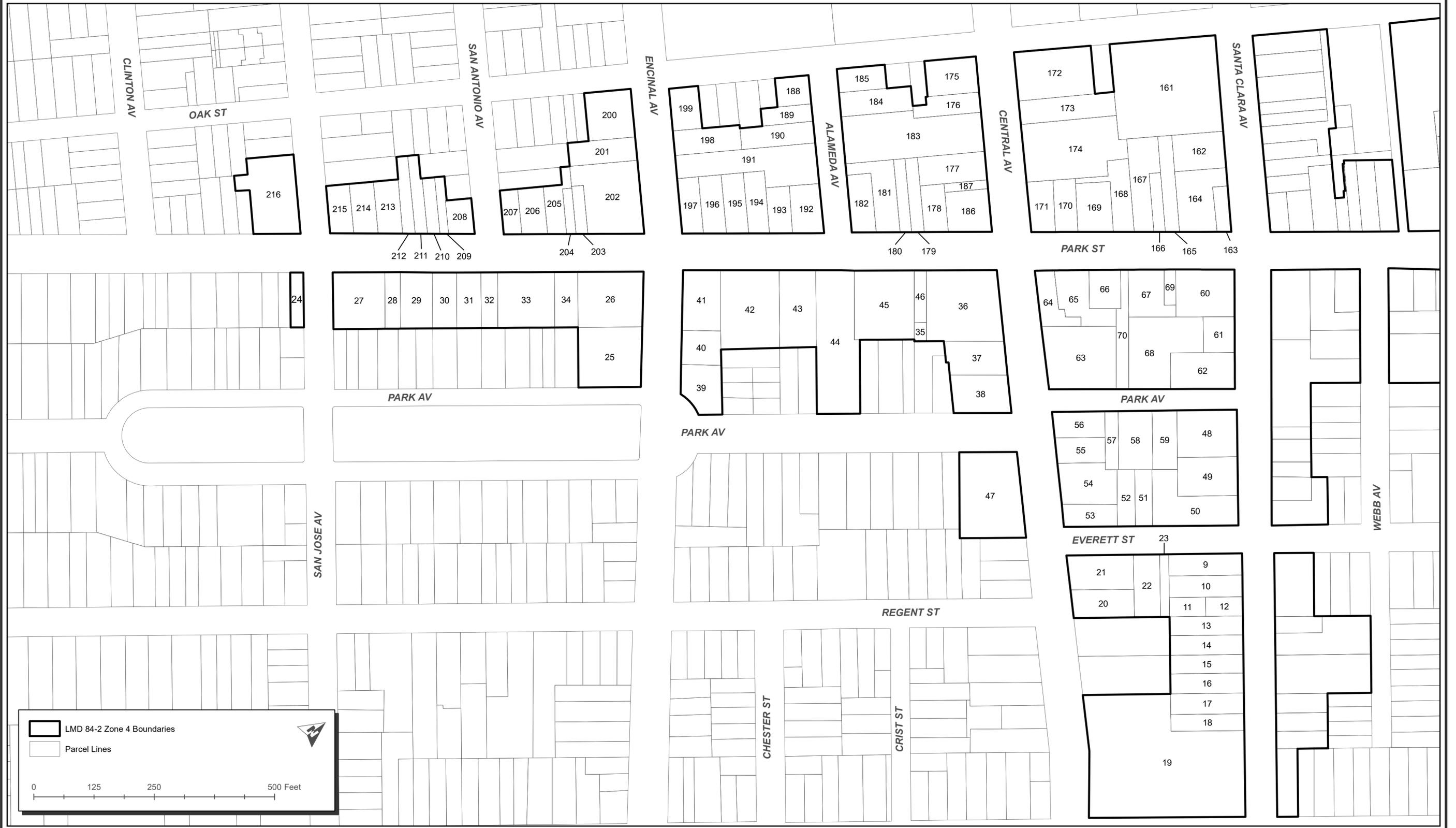
MAP OF PROPOSED BOUNDARIES OF ISLAND CITY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT 84-2 ZONE 4 (PARK STREET)

CITY OF ALAMEDA
COUNTY OF ALAMEDA
STATE OF CALIFORNIA



MAP OF PROPOSED BOUNDARIES OF ISLAND CITY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT 84-2 ZONE 4 (PARK STREET)

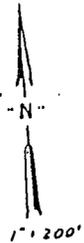
CITY OF ALAMEDA
COUNTY OF ALAMEDA
STATE OF CALIFORNIA



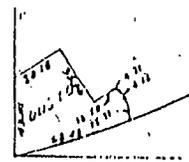
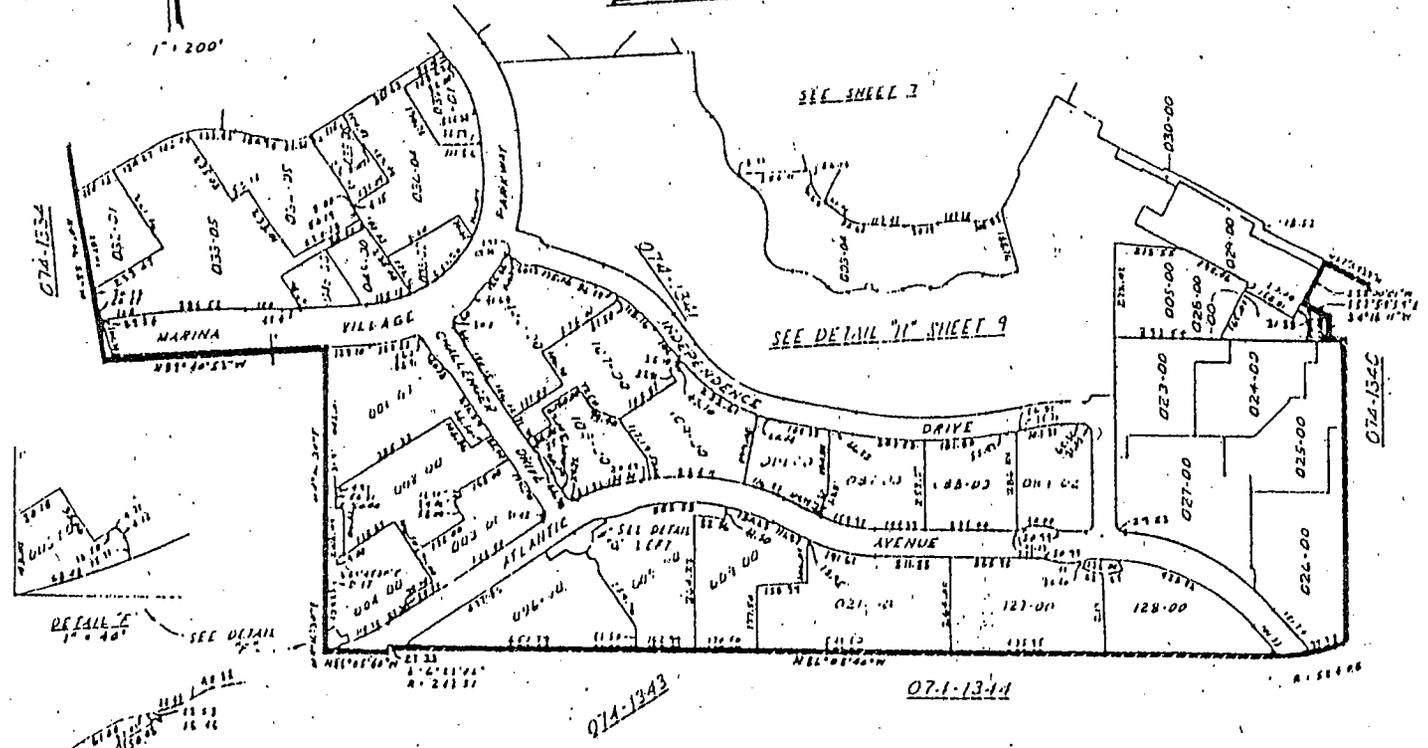
MAP OF PROPOSED BOUNDARIES OF ISLAND CITY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT 84-2 ZONE 4 (PARK STREET)

CITY OF ALAMEDA
COUNTY OF ALAMEDA
STATE OF CALIFORNIA

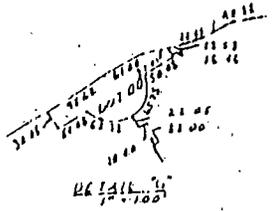
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8	070 016903701	40	070 018502300	72	070 018900501	104	070 019101901	136	071 020101101	168	071 020301000	200	071 020600100
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15	070 017000600	47	070 018600100	79	070 018901000	111	070 019200100	143	071 020200701	175	071 020400100	207	071 020601100
16	070 017000700	48	070 018700101	80	070 018901100	112	070 019202401	144	071 020201300	176	071 020400200	208	071 020700400
17	070 017000800	49	070 018700300	81	070 019000100	113	070 019300100	145	071 020201400	177	071 020400500	209	071 020700500
18	070 017000900	50	070 018700401	82	070 019000200	114	070 019301600	146	071 020201500	178	071 020400700	210	071 020700600
19	070 017001001	51	070 018700600	83	070 019000300	115	070 019301700	147	071 020201607	179	071 020400800	211	071 020700700
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27	070 018401500	59	070 018701500	91	070 019002200	123	071 019801100	155	071 020202400	187	071 020401900	219	071 029001500
28	070 018401600	60	070 018800100	92	070 019002300	124	071 019801201	156	071 020202500	188	071 020500100	220	071 029001600
29	070 018401700	61	070 018800203	93	070 019002400	125	071 019901401	157	071 020202601	189	071 020500200	221	071 029001700
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ZONE SIX



DETAIL "1" SEE DETAIL "1" SHEET 9



DETAIL "2" SEE DETAIL "2" SHEET 9

074-1343

074-1344

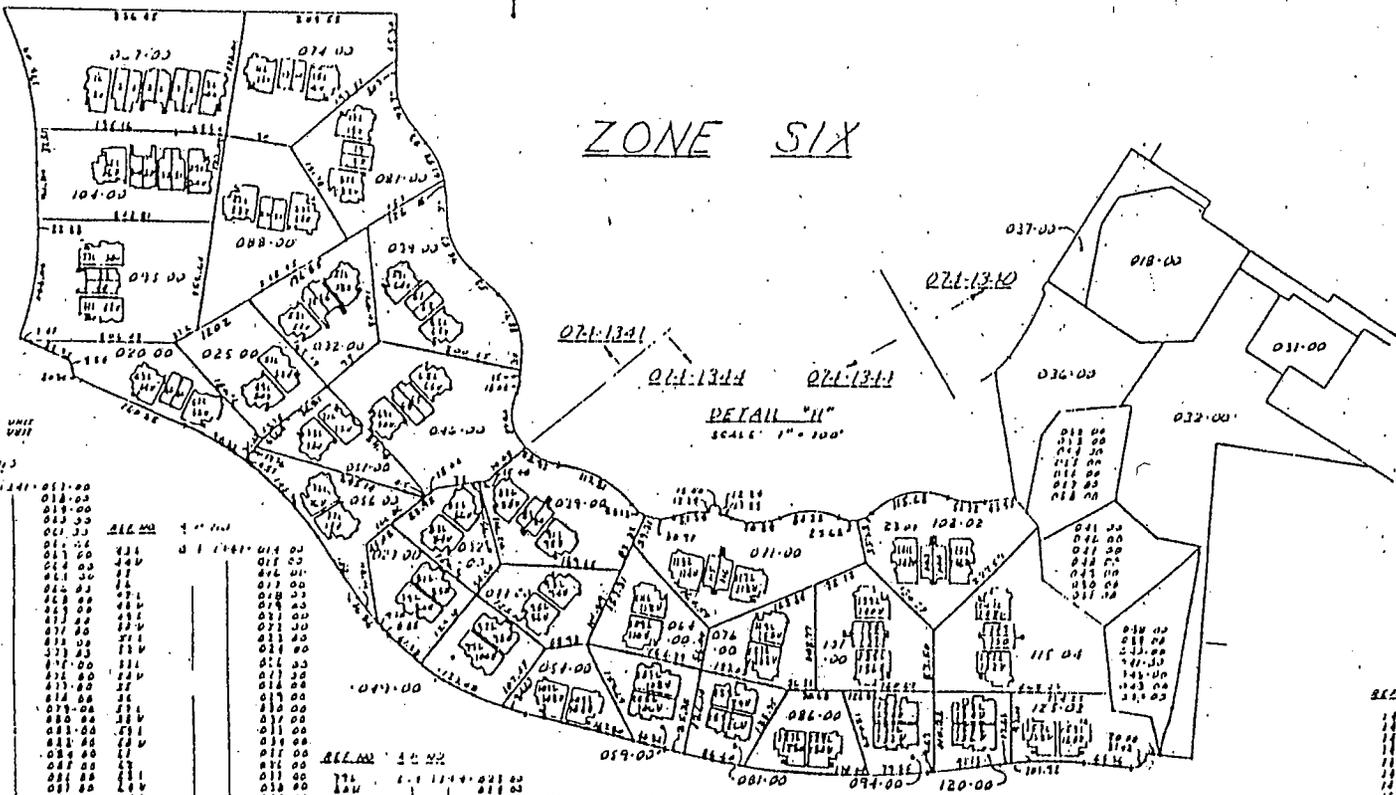
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BENCH MARK		REFERENCES		CITY OF ALAMEDA ENGINEERING DEPARTMENT	
				APPROVED BY <i>James J. Shaver</i> CITY ENGINEER	
				DATE 5/23/95	
DIAGRAM OF ISLAND CITY LANDSCAPING & LIGHTING DISTRICT #4-2				SHEET 8 OF 11	
				8894 51	



ZONE SIX



1/4" = 1' UNIT
1/8" = 1' UNIT

Lot No.	Area	Notes
011-00	111	
012-00	112	
013-00	113	
014-00	114	
015-00	115	
016-00	116	
017-00	117	
018-00	118	
019-00	119	
020-00	120	
021-00	121	
022-00	122	
023-00	123	
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BENCH MARK	REFERENCES	NO.	DATE	BY
CITY OF ALAMEDA ENGINEERING DEPARTMENT		APPROVED BY <i>James B. Anderson</i> CITY ENGINEER		
DIAGRAM OF ISLAND CITY LANDSCAPING & LIGHTING DISTRICT 84-2		DATE 5/23/85		
SCALE 1" = 100'		PROJECT NO. 8894 51		

Attachment D

Attachment D:

Proposed Scope of Work for Webster Street

Contractor will maintain an attractive, clean appearance of the City's public right-of-way, including sidewalks, public litter cans, and other elements of this infrastructure. This maintenance should meet high-quality standards, focus on results, and be performed competently and expeditiously.

Contractor will exhibit exemplary customer service by being visible, courteous, and responsive to the area's visitors, residents, tenants, and owners.

Contractor will be responsible for directly liaising with staff of the business association, its board, and/or any of its subcommittees.

A. Geography

The eight-block length of Webster Street from Central Avenue to Ralph Appezato Memorial Parkway and side streets as far as the parking meters extend or back 100 feet, whichever is less. (See attached map.)

B. Service delivery

1. Service will be provided Monday through Sunday in the Webster Street District.
2. Any requests for additional service will be responded to within the same-day as often as possible.
3. Contractor will provide timely and effective responses to service requests from staff of either the City and/or the business association, whether these requests are made by phone, email, or the City's customer feedback system, currently SeeClickFix.
4. Contractor will leave each part of the service area in an attractive, orderly, and clean condition.
5. Contractor will proactively prepare for occurrences in non-service hours that might lead to an unclean, unattractive area. (For example, if a public litter can repeatedly is overfilled by bar patrons on Thursdays overnight, the contractor might ensure that the can is completely empty by the end of day Wednesday. If this can continues to be overfilled, the contractor might move an additional public litter can closer to the bar.)
5. Contractor will perform all related duties in an efficient, competent, expeditious, and courteous manner.
6. Only electric leaf blowers are permitted. If the contractor does not currently use electric leaf blowers, please explain your plan for compliance with this section.

C. Daily activities

1. General litter and trash removal from sidewalks and street furniture including recycling and disposal at proper facilities.

2. Proper maintenance of public litter cans to including: standalone/automated public litter containers (currently serviced by the City's franchise waste hauler, Alameda County Industries) as well as the 3-stream recycling/organic/litter containers, tops and sides, space between litter can and internal liner, and any material that may surround a litter can. This assures a clean and orderly appearance of the litter can and surrounding area.

3. Monitor public litter cans and remove excess waste from litter cans to prevent overflowing. Monitor waste hauler to ensure high level of service.

3.1 The City's waste hauler (Alameda County Industries) services those containers on scheduled days of service, typically Monday, Wednesday and Friday, and that no material from the container spilled over in the process of servicing the container. Where violations, report to Alameda County Industries and City staff after regular route service has taken place.

4. Removal of biohazards (needles, vomit, etc.) from public areas.

4.1 If human waste is found on public property and the contractor requires assistance with removal the contractor will notify City of Alameda's Sanitary Sewer Maintenance staff by calling 510-747-7930 and report the incident for removal. Biohazards and human waste found on private property are the responsibility of the property owner.

4.2 If the Contractor encounters unhoused individuals in need of assistance, the contractor will notify the Alameda Homeless Hotline by calling the 510-522-HOME. The contractor will also notify City staff as needed.

5. Shopping cart removal and return.

6. Remove graffiti from public property including public litter and recycling containers and email City staff "before" and "after" photographs. Report graffiti of private property to owners.

7. All illegal signage (flyers, slap tags, posters, etc.) removed in a timely manner.

8. Monitor landscaping (performed by a separate contractor) and report any problems to City staff.

9. Remove weeds from sidewalk, tree grates and other areas, as needed.

10. Ensure staff are visible and present on the street, especially for visitors and business association members.

D. Weekly activities and/or as needed:

1. Removal of materials from public Recycling and Organics containers including recycling and disposal at the proper facilities. NOTE: Contractor to monitor Recycling and Organics hot spots and removal of materials may be needed more often at high traffic areas.

2. Clean corners, steps, and drains, not accessible by street sweepers, at amenity plazas and bus stops.

3. News racks within the district(s) wiped down.

4. Bus stops swept and street furniture wiped down.

5. Spot power washing as needed to removes grime, gum, gum stains, and discoloration from the sidewalks and public litter cans.

E. Monthly Activities

1. Contractor will meet on site with an Association District Member and City Representative.

F. Annual Activities

1. District wide sidewalk washing. Schedule to be set by Association and in agreement with City staff.

G. As directed:

1. Provide monthly reports as requested by City Representative.

2. Work with City Staff and District Association to accommodate service adjustments as needed.

Attachment E

Attachment E:

Proposed Scope of Work for Park Street

Contractor will maintain an attractive, clean appearance of the City's public right-of-way, including sidewalks, public litter cans, and other elements of this infrastructure. This maintenance should meet high-quality standards, focus on results, and be performed competently and expeditiously.

Contractor will exhibit exemplary customer service by being visible, courteous, and responsive to the area's visitors, residents, tenants, and owners.

Contractor will be responsible for directly liaising with staff of the business association, its board, and/or any of its subcommittees.

A. Geography

Park Street, including:

- Park Street from Blanding Avenue to San Jose Avenue.
- Blanding Avenue from Oak Street to Park Street (North side only)
- Lincoln Avenue from Oak Street to Everett Street.
- Webb Avenue from Park Street to Everett Street
- Santa Clara Avenue from Oak Street to Broadway.
- Central Avenue from Oak Street to Broadway.
- Alameda Avenue from Park Street to Oak Street; and
- Encinal Avenue from Oak Street to Park Avenue.
- Park Avenue from Santa Clara Avenue to Central Avenue
- Everett Street from Santa Clara Avenue to Central Avenue

(See attached map.)

B. Service delivery

1. Service will be provided Monday through Sunday in the Park Street Business District between the hours of 7 am and 9 pm to ensure staff are visible and present to visitors and association members.

1.1 Please include two separate proposals for this line item for 7 day a week service for this District. The first proposal item will consists of starting work at 7 am. The contractor will remove trash and debris from the face of the city curb by leaf blowing debris to corner of block. Contractor will manually dispose of all collected debris off-site at an agreed upon disposal site determined by the City of Alameda. The second proposal item will include using the City's early morning street sweeper (4 am to 6 am) to assist with the collection and disposal of debris.

2. Any requests for additional service will be responded to within the same-day as often as possible.

3. Contractor will provide timely and effective responses to service requests from staff of either the City the business association, whether these requests are made by phone, email, or the City's customer feedback system, currently SeeClickFix.

4. Contractor will leave each part of the service area in an attractive, orderly, and clean condition.

5. Contractor will proactively prepare for occurrences in non-service hours that might lead to an unclean, unattractive area. (For example, if a public litter can repeatedly is overfilled by bar patrons on Thursdays overnight, the contractor might ensure that the can is completely empty by the end of day Wednesday. If this can continues to be overfilled, the contractor might move an additional public litter can closer to the bar.)

6. Contractor will perform all related duties in an efficient, competent, expeditious, and courteous manner.

7. Only electric leaf blowers are permitted. If the contractor does not currently use electric leaf blowers, please explain your plan for compliance with this section.

8. Contractor cannot use or leaf blowers prior to 7:00 a.m.

C. Daily activities

1. Removal of litter and trash from sidewalks and street furniture including recycling and disposal at proper facilities.

2. Proper maintenance of public litter cans to including: standalone/automated public litter containers (currently serviced by the City's franchise waste hauler, Alameda County Industries) as well as the 3-stream recycling/organic/litter containers, tops and sides, space between litter can and internal liner, and any material that may surround a litter can. This assures a clean and orderly appearance of the litter can and surrounding area.

3. Monitor public litter cans and remove excess waste from litter cans to prevent overflowing. Monitor waste hauler to ensure high level of service.

3.1 The City's waste hauler (Alameda County Industries) services those containers on scheduled days of service, typically Monday, Wednesday and Friday, and that no material from the container spilled over in the process of servicing the container. Where violations, report to Alameda County Industries and City staff after regular route service has taken place.

4. Removal and proper disposal when necessary of biohazards (needles, vomit, etc.) from public areas.

4.1 If human waste is found on public property and the contractor requires assistance with removal the contractor will notify City of Alameda's Sanitary Sewer Maintenance staff by calling 510-747-7930 and report the incident for removal. Biohazards and human waste found on private property are the responsibility of the property owner.

4.2 If the Contractor encounters unhoused individuals in need of assistance, the contractor will notify the Alameda Homeless Hotline by calling 510-522-HOME. The contractor will also notify City staff as needed.

5. Shopping cart removal and return.

6. Remove graffiti from public property including public litter and recycling containers and email City staff "before" and "after" photographs. Report graffiti of private property to owners.

7. All illegal signage (flyers, slap tags, posters, etc.) removed in a timely manner.

8. Monitor landscaping (performed by a separate contractor) and report any problems to City staff.

9. Remove weeds from sidewalk, tree grates and other areas, as needed.

10. Ensure staff are visible and present on the street, especially for visitors and business association members Monday through Sunday between the hours of 7 am and 9 pm.

D. Weekly activities

1. Removal of materials from public Recycling and Organics containers including recycling and disposal at the proper facilities. NOTE: Contractor to monitor hot spots and removal of materials may be needed more often at high traffic areas e.g. at Park Street and Central Avenue.

2. Clean corners, steps, and drains, not accessible by street sweepers, at amenity plazas and bus stops.

3. Sweep bus stops, wipe down street furniture and news racks. .

4. Installation and maintenance of seasonal decorations.

5. Power washing and stream cleaning of sidewalks and alleys. Spot power washing as needed to remove grime, gum stains, and discoloration from the sidewalks and public litter cans.

7. Sweep parking lot and remove litter at the parking lot on Central Avenue located across from the Alameda Theater & Cineplex and Parking Lot A on Park Avenue.

E. Monthly Activities

1. Contractor will meet on site with an Association District Member and City Representative.

F. Quarterly Activities

1. District wide sidewalk washing. Schedule to be set by Association and in agreement with City staff.

G. As directed

1. Provide monthly reports as requested by City Representative.

2. Work with City Staff and District Association to accommodate service adjustments as needed.

Attachment F:

Attachment F:

Proposed Scope of Work for Marina Village

Contractor will maintain an attractive, clean appearance of the City's public right-of-way, including boardwalk, sidewalks, pathways, public litter cans, and other elements of this infrastructure. This maintenance should meet high-quality standards, focus on results, and be performed competently and expeditiously.

Contractor will exhibit exemplary customer service by being visible, courteous, and responsive to the area's visitors, residents, tenants, and owners.

Contractor will be responsible for directly liaising with staff of the business association, its board, and/or any of its subcommittees.

A. Geography

See attached map.

B. Service Delivery

1. Service will be provided Monday through Sunday for the public restrooms, and Monday through Friday for the public litter cans, public path and sidewalks, and public boardwalk.
2. Contractor is to leave service areas in a clean manner at the end of each workday. All parts of the work area shall be left in a neat and presentable condition.
3. Contractor will provide timely and effective responses to service requests from staff of either the City or the business association, whether these requests are made by phone, email, or the City's customer feedback system, currently SeeClickFix.
4. Contractor is also expected to perform all related duties in a manner which is efficient, competent, expeditious, and courteous.
5. Only electric leaf blowers are allowed. If the contractor currently does not have electric leaf blowers, please explain your company's plan for future green upgrade of operation.

C. Daily/Nightly Services for the Public Restrooms

1. Clean the public restrooms located at 1030 Marina Village Parkway, once per day, seven days per week.
2. Restock all restrooms with supplies from stock including paper towels, toilet tissue, seat covers, and hand soap as required.
3. Restock all sanitary napkin and tampon dispensers from stock, as required.

4. Wash and polish all mirrors, dispensers, faucets, flush-o-meters, and bright work with nonscratch disinfectant cleaners.
5. Wash and sanitize all wash basins, counter tops, toilet bowls, toilet seats, urinals, and sinks as required. Disinfect underside and tops of toilet seats.
6. Remove stains, de- scale toilets, urinals, and sinks as required.
7. Mop all restroom floors with disinfectant germicidal solution. Remove gum, tar, and other foreign substances from floor surfaces.
8. Empty and sanitize all waste and sanitary napkin and tampon receptacles.
9. Remove all restroom trash from building.
10. Spot clean fingerprints, marks and graffiti from tile wall, partitions, glass, and light switches as required.
11. Report all fixtures not working properly to City.
12. Replace bulbs when an existing bulb fails.
13. Report all damaged areas in restroom, e.g. walls, door locks, hinges.
14. Ensure the restrooms are locked from 7:00pm to 7:00am. The restrooms are set on a time clock from 7:00 pm to 7:00am. The time clock is located in the janitorial closet at 1030 Marina Village Parkway.

D. Monthly Services for the Public Restrooms

1. Dust all low reach areas and high reach areas including, but not limited to, structural ledges, mirror tops, partition tops and edges, air conditioning diffuses, and return air grille.
2. Add fluid to floor drains.
3. Wipe down all tile walls and metal partitions. Partitions shall be left in an un-streaked condition after this work.
4. Clean all ventilation grills.
5. Dust all doors and doorjambs.

F. As Directed Work for the Public Restrooms

Incidental maintenance and repair/replacement of dryers, dispensers, seats and lighting. Incidental repairs or replacements must be pre-approved by City.

G. Daily activities for Public Litter Cans, Public Path and Sidewalks, and Public Boardwalk

1. Remove trash from five public litter cans around Waterfront Deli (1070 Marina Village Parkway #115) daily, Monday-Friday. These cans are served more frequently than the rest of the public litter cans on the public path because material is deposited in them more frequently.
2. General litter and trash removal from pathways and public litter can areas surrounding Waterfront Deli including recycling and disposal at proper facilities.¹
3. Ensure public litter cans never overflow.
4. Dust and replace any burnt out sidewalk lights along pathway and lighting up the sculpture.
5. Remove graffiti from public property and email City staff “before” and “after” photographs.

H. Weekly activities for Public Litter Cans, Public Path and Sidewalks, and Public Boardwalk

1. Remove trash from the remaining nineteen cans along the public path and public boardwalk at least once per week, unless otherwise necessary to ensure cans are not overflowing.
2. General litter and trash removal from pathways and public litter can areas, including recycling and disposal at proper facilities.
3. Check and restock Mutt Mitt containers along path and boardwalk to ensure they are supplied and functional.
 - 3.1 . Mutt Mitt dispensers are located at the ends of the shoreline park – one at each end, two total. Each dispenser houses three packs of Mutt Mitts, and extras will be stored in the utility room located on the first floor of 1030 Marina Village Parkway between the public restrooms. Public Works provides the keys for the utility room and dispensers.

I. Monthly activities for Public Litter Cans, Public Path and Sidewalks, and Public Boardwalk

1. Inspect public litter cans, public path, public boardwalk, public park equipment, planter boxes, and signage on a monthly basis and report any safety hazards, equipment malfunction, or required maintenance.

¹ Trash to be disposed of in shared container located at rear of shipways. No additional pick-ups will be performed without written authorization and additional fees.

2. Perform minor repairs to correct hazards, malfunction, or maintenance on public litter cans, public path, public boardwalk, public park equipment, planter boxes, and signage.
3. Periodic, spot power washing to ensure public litter cans, art sculpture, path, benches, tables, and fixture remain free of dirt, grime, and bird droppings.
4. Periodic cleaning and as-needed minor repairing and/or repainting of railings, benches, tables, planter boxes, and public park equipment.
5. Inspect, notify City of major repairs, and do a-needed minor repairs repair of sidewalks, boardwalk, path, benches, tables, planter boxes, and public park equipment.

J. As directed activities for Public Litter Cans, Public Path and Sidewalk, and Public Boardwalk

Incidental maintenance and repairs as directed by the City's designated Property Management Company. Incidental repairs or replacements must be pre-approved by City.

Attachment G

Attachment G:

Proposed Scope of Work for Recycling and Organics Containers

Contractor will maintain an attractive, clean appearance of the City's recycling and organics containers and other elements of this infrastructure. This maintenance should meet high-quality standards, focus on results, and be performed competently and expeditiously.

Contractor will exhibit exemplary customer service by being visible, courteous, and responsive to the area's visitors, residents, tenants, and owners.

Contractor will be responsible for directly liaising with staff of the business association, its board, and/or any of its subcommittees.

A. Geography

Park Street, including:

-Park Street from Blanding Avenue to San Jose Avenue.

Webster Street, including

-The eight-block length of Webster Street from Central Avenue to Ralph Appezzato Memorial Parkway

B. Service delivery

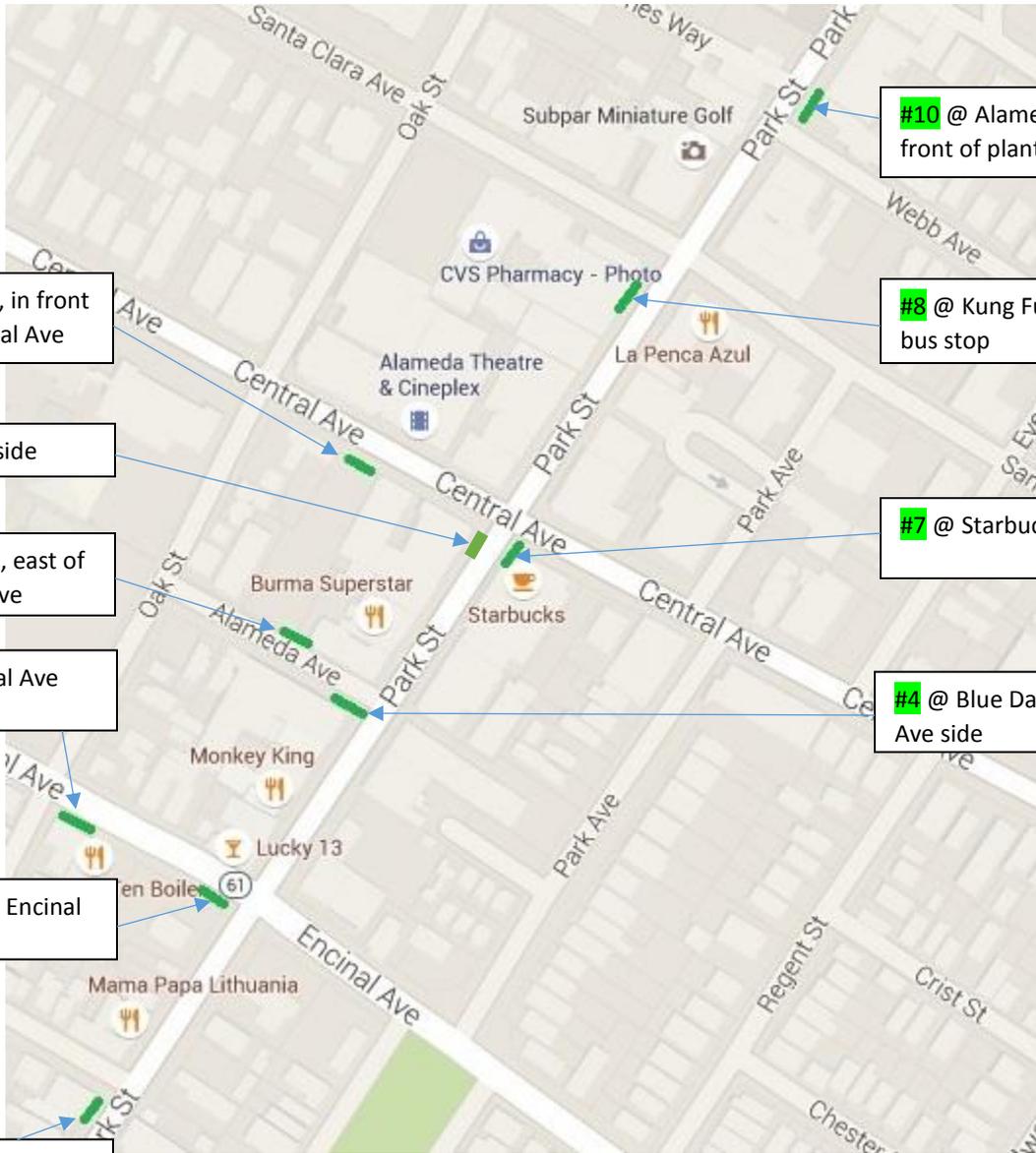
1. Service 30 recycle and organics containers (three separate streams) 3 times per week in Alameda's business districts, primarily on Park Street and Webster Street. The map and location of each recycle and organics container can be seen in Attachment H.
2. Remove Graffiti and repair as needed.
3. Take separated contents to recycle and organics dumpsters, currently housed at 2010 Grand Street, Alameda.
4. Purchase clear plastic liners to be used when servicing receptacles.

As directed

1. Provide monthly reports as requested by City Representative.
2. Work with City Staff and District Association to accommodate service adjustments as needed

Attachment H

Downtown Alameda Recycling Stations Map



#9 @ City Parking Lot, in front of bike parking, Central Ave

#6 @ Peet's, Park St side

#5 @ City Parking Lot, east of driveway, Alameda Ave

#3 @ Kobe-Ya, Encinal Ave

#2 @ Jack in the Box, Encinal Ave side

#1 @ Elite Electronics, Park St side

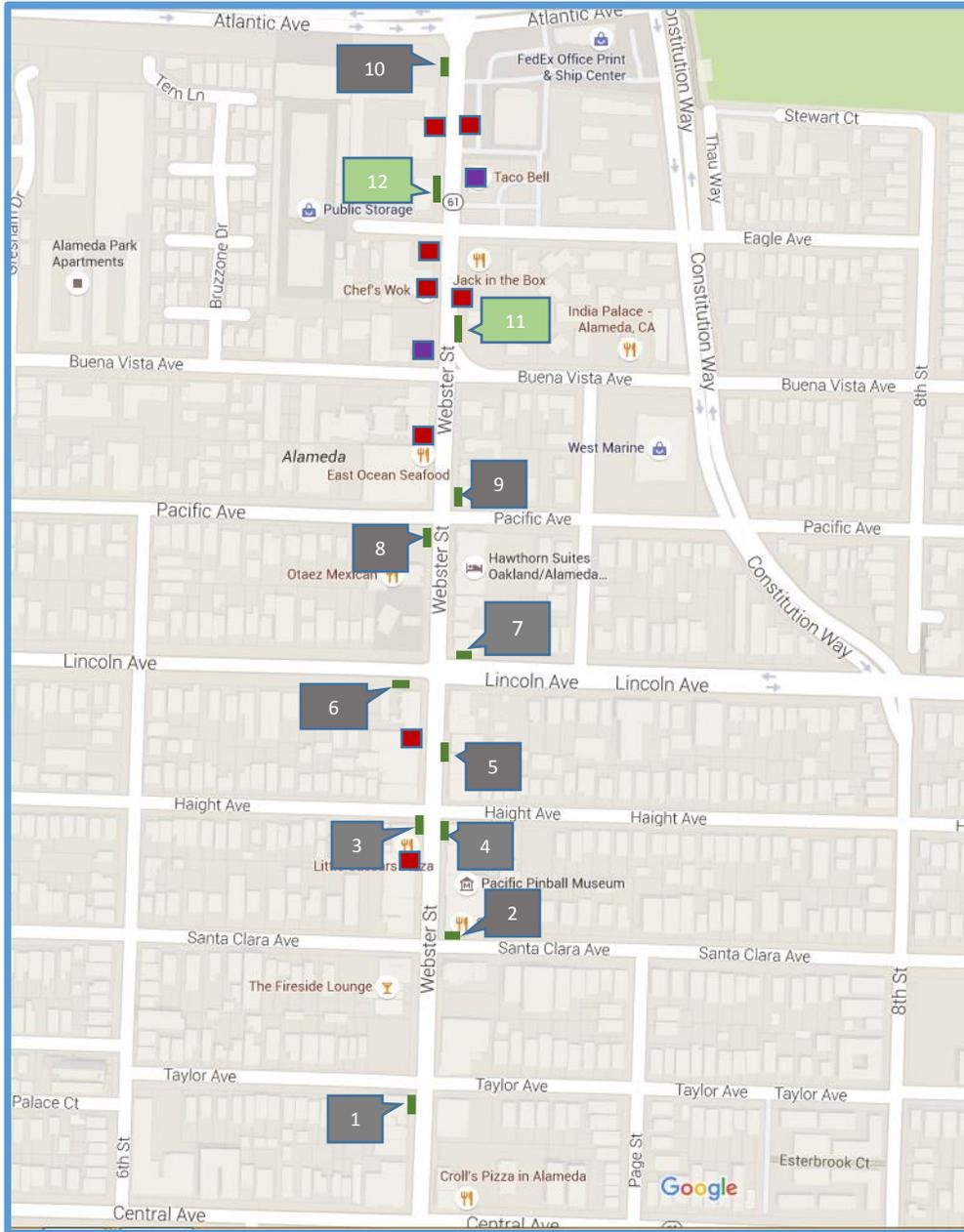
#10 @ Alameda Bicycle, in front of planter, Park St. side

#8 @ Kung Fu Karate, near bus stop

#7 @ Starbucks, Park St side

#4 @ Blue Danube, Alameda Ave side

West Alameda Recycling Stations Map



Picture of Recycling Stations



ATTACHMENT I

Alameda, CA Requests Map Reports Insight Knowledge Base [New Request](#) Help



#7816513

Leaflet | Powered by Esri | Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS
37.7653751187595, -122.24567787292 [Edit Location](#)

Graffiti - Business Districts
2200 Central Ave Alameda, CA, 94501, USA

Created Date: 05/15/2020 3:53 PM

This request has no associated secondary questions.

1 2

Category: **Graffiti - Business Districts** [Recategorize](#)

Status: **Acknowledged** [Change Status](#)

Assigned to: **You** [Assign](#)

Due Date: **05/20/2020** [Change Due Date](#)

SLA Expires at: **05/20/2020**

Priority: **Normal** [Prioritize](#)

[Share](#) [Flag](#) [Print](#)

ATTACHMENT G

Request Information

Reporter:
[REDACTED] | Registered User

✉ [REDACTED]

Report Method:
Web - Desktop

Subscribers

Subscribe

There are currently no subscribers.

Status Log

Opened:	05/15/2020 3:53 PM
Acknowledged:	05/18/2020 3:11 PM

Comments

All Public Only Internal Only

 [REDACTED] | Registered User

Opened



05/15/2020 3:53 PM

ATTACHMENT G



05/15/2020 3:53 PM



Alameda, CA | Verified Official

Assignment

Alameda, CA assigned this issue to Amanda - Managment Analyst, PW

05/15/2020 3:54 PM



Amanda - Managment Analyst, PW | Verified Official

[Edit](#)

Acknowledged

Thank you for your request concerning Graffiti-Business Districts. Your request has been forwarded to the appropriate maintenance staff to photograph and remove the graffiti and we will let you know when the graffiti has been successfully removed. You will receive further communication if your request will take longer than ten business to complete. If you should have any further questions please feel free to contact us again and reference this issue number.

Sincerely,

City of Alameda
<http://www.alamedaca.gov>

05/18/2020 3:11 PM

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 7th day of December, 2020 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and COMPANY, a (California corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS (the “**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Cleaning and Maintenance of Park Street, Webster Street and Marina Village. City staff issued a RFP on September 3, 2020 and after a submittal period of 21 days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for Cleaning and Maintenance of Park Street, Webster Street and Marina Village, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the 7th day of December 2020, and shall terminate on the ___ day of December 2025, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The City Manager may submit written notice that the Agreement is to be extended at the same terms and the compensation adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City from Fund____ or CIP _____.

b. Compensation for work done under this Agreement, shall not exceed as follows:

- FY XX-XX total compensation shall not exceed \$XX
- FY XX-XX total compensation shall not exceed \$XX
- FY XX-XX total compensation shall not exceed \$XX
- FY XX-XX total compensation shall not exceed \$XX
- FY XX-XX total compensation shall not exceed \$XX
- Total five year compensation shall not exceed \$XXX,XXX

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or

agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California.

c. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers’ Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or his or her designee may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Amanda Eberhart, Management Analyst
Ph: (510) 747-7951 / Fax: (510) 769-6030
Email: aeberhart@alamedaca.gov

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

[Provider Name]
[Department]
[Address]
[City, State, zip]
ATTENTION: [Title]
Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

f. All updated insurance certificates from Provider to City shall be addressed to City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Mirna Moreno, Senior Clerk
Ph: (510) 747-7930 / Email: mmoreno@alamedaca.gov

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged

by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

26. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

27. SIGNATORY:

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

28. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

COMPANY
a (California corporation, LLP, LC,
GP, sole proprietor/individual)

CITY OF ALAMEDA
a municipal corporation

NAME
TITLE

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

Erin Smith
Interim Public Works Director

APPROVED AS TO FORM:
City Attorney

Lisa N. Maxwell
Assistant City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558

SAMPLE
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF:

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

SAMPLE

Name of Person or Organization:
 City of Alameda
 Public Works Department
 950 West Mall Square, Room 110
 Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____
The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

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