

REQUEST FOR PROPOSALS

BUSINESS DISTRICT CLEANING AND MAINTENANCE (PARK STREET, WEBSTER STREET and MARINA VILLAGE)

CITY OF ALAMEDA, CALIFORNIA



Issued: September 12, 2025

Submittal Deadline: September 26, 2025 at 5:00 PM
to

CITY OF ALAMEDA
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Attn: Emily Antenen, Management Analyst

CITY OF ALAMEDA REQUEST FOR PROPOSALS

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REQUEST FOR PROPOSALS
BUSINESS DISTRICT CLEANING AND MAINTENANCE
(PARK STREET, WEBSTER STREET AND MARINA VILLAGE)

I. INTRODUCTION AND BACKGROUND

The City of Alameda (City) invites 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.

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.

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 the Scope of Services (Appendix A).

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

Proposers shall read the information contained in this Request for Proposal (RFP) to understand how to submit the proposal, what documents must accompany the proposal and what legal obligations apply when the Proposer submits a proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP and if invited, participate in an evaluation interview panel.

I. SCOPE OF SERVICES

The City is seeking proposals for janitorial services across three of its major business districts: Park Street, Webster Street and Marina Village. The attached Scope of Services (Appendix A) contains a detailed description of individual services required in each district, service hours, and maps of the areas to be serviced. Services generally include but are not limited to:

- Daily janitorial services, including removal of trash and litter from streets, trash cans and three stream recycling units
- Cleaning of litter cans
- Shopping cart removal and return
- Sidewalk pressure washing and biohazard removal
- Graffiti and sticker removal

- Bus shelter cleaning
- Weed removal

Landscape maintenance is not a part of the current scope of services and is not part of this request for proposals. The Proposer is responsible for developing the service prices necessary to conform to the contract specification that are applicable to the service locations being proposed on. Proposer shall complete the Project Pricing Sheet found in Appendix C. While the City's preference is for a seven-day per week service, Proposers should complete the pricing sheet for both five- and seven-day per week service to enable the City to evaluate cost. Proposer shall carefully examine the location of the sites, proposal, specifications, special provisions and contract forms. The Scope of Services contained in Appendix A will be referenced and incorporated to the awarded contract for services (subject to final negotiations). The term of the contract will be five years. The project is subject to prevailing wage requirements, pursuant to State law.

As noted in the project pricing section below, Proposers may include services (and associated costs) for any tasks or items not exclusively included in the Scope of Services which Proposer recommends to best meet the City's objective to achieve clean, orderly, attractive, and well-maintained downtowns. Proposer should also specify the techniques, materials and equipment that will be utilized to achieve the highest standards.

II. PROPOSER QUALIFICATIONS

Proposers should have a minimum of five-years' experience with similar sized projects, providing similar janitorial services to downtown areas, business districts, etc. and possess the relevant qualifications (including education, training, certifications licenses, and experience) necessary to complete the tasks listed in the scope of work. All employees performing using surface cleaning methods, must attend the Surface Cleaning Program and possess the 'Certificate of Training' in pollution prevention practices from the Bay Area Municipal Stormwater Collaborative (See Exhibit B).

III. PROPOSAL REQUIREMENTS

The Proposer shall include in its proposal the information outlined below in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of the services identified in this RFP.

1. Statement of Qualifications

The Proposer shall prepare a statement of qualifications which identifies:

- a) The size, stability, and capacity of Proposer's organization, including, at a minimum, an identification of total number of years in operation, number of employees in the office location which is intended to provide the services described in the Scope of

- b) Services, and a description of Proposers' shop and storage facilities intended to support the City.
- c) An identification of the Proposer's experience performing services for projects of a similar size, scope, and complexity as the services required by this RFP, including an identification of the number of years' Proposer has been performing similar services; and the most recent projects for which the Proposer has performed similar services. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
- d) A list of the Proposer's principals, employees, agents, and sub-service providers which the Proposer intends to assign to this project. This list shall include a summary of the qualifications (including education, training, certifications licenses, and experience) of each individual; the approximate number of hours each will devote to the contract; and the type of work to be performed by each individual.
- e) The following information on all state or federal litigation in which Proposer or any proposed subcontractor was a named party, or worked under contract with a party named in a lawsuit:
 - 1. Case name and case number
 - 2. Case location (including county and state for state litigation, or district for federal litigation)
 - 3. Year case was filed
 - 4. Whether case is pending or resolved, and outcome (if any)
 - 5. Description of the case (i.e., type of case, whether case is typical, what claims were alleged against Bidder or subcontractor)

2. **Statement of Exceptions, if any, to Standard Service Provider Agreement.**

The selected firm will be required to execute the Service Provide Agreement included in template form as **Appendix D**. All proposers are directed particularly to review all Indemnification, Hold Harmless and Insurance requirements set forth in this Agreement. If Proposer wishes to take exception to any of the terms and conditions contained in the Agreement for Service, these should be identified specifically; otherwise include a statement of no exception, labeled as Exhibit D in the submitted proposal. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated.

3. **Project Pricing**

Appendix C of this RFP contains a Project Pricing sheet. Please complete, sign and label the completed Project Pricing worksheet as Exhibit C of the submitted proposal.

Proposers may include services (and associated costs) for any tasks or items not exclusively included in the Scope of Services which Proposer recommends to best meet the City's objective to achieve clean, orderly, attractive, and well-maintained downtowns.

4. Integrated Pest Management Policy

A copy of the City of Alameda Integrated Pest Management Policy is included in Appendix E. Please sign and return as Exhibit E of the submitted proposal.

5. Timeline for Taking over from Current Service Provider

The current Service Provider for daily janitorial services (Sunday through Saturday) for three of the City's business districts which include: Park Street, Webster Street and Marina Village) for the City is Clark Services.

The current term for these services ends on November 30, 2025. The Proposer will submit a concrete 30-day timeline to take over from the current Provider and submit with this RFP.

6. Cover Letter

The proposal shall be submitted with a cover letter. The letter accompanying the proposal must provide the name, title, address, telephone number, and signature of the individual(s) authorized to negotiate and bind the firm contractually. An unsigned proposal or one signed by an individual unauthorized to bind the firm may be rejected. The cover letter shall provide a summary of the firm's capabilities and availability of construction management staff, information and qualifications Proposed Scope of Services.

7. Team Organizational Structure

Describe the firm's team organization, including identification of any partners or subconsultants/subcontractors. Indicate the role and responsibilities of all subconsultants/subcontractors.

8. Resumes and Qualifications of Proposed Personnel

Include resumes for all personnel proposed for the Project.

IV. PROPOSAL FORMAT

Proposals may be submitted by email to Emily Antenen, Management Analyst, and must be received by 5:00 PM on Friday, September 26, 2025. Late proposals will not be considered. Any Proposal received prior to 5.00 PM on September 26, 2025 may be modified by written

addendum or withdrawn by written request from the Proposer to the City up to the official time when all proposals are due. Section VI contains a complete list of proposal requirements.

V. SELECTION PROCESS

After review of the submitted proposals, the City may invite some or all proposers to present their qualifications and proposed approach or may decide to select one proposer without conducting interviews and enter into contract negotiations directly. Proposer interviews, if necessary, are anticipated to be conducted according to the schedule provided in Section VIII. Details of the interview process will be provided along with the invitation to present.

The final selection will be based upon the following criteria:

- 1. Ability of the Proposer to Carry Out and Manage the Proposed Project (30%)**

An assessment of the statement of qualifications, including past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety of projects completed and a demonstration of the organization's ability to undertake this project; and the demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations that relate to the project.

- 2. Qualifications (30%)**

The qualifications (including education, training, licenses, experience, and past performance) of the Proposer and its agents, employees, and sub-service providers. The City may consider Proposer's timely and accurate performance on contracts of a similar nature.

- 3. Willingness to Comply with the Proposed Agreement Terms (10%)**

A sample agreement is attached. Proposals will be rated based on the exceptions taken to the proposed contract.

- 4. Cost of Proposal (30%)**

Cost, while not determinative, will be considered in the selection process.

- 5. Local Business (+5%)**

If the Proposer's company is physically located within the City limits, they will receive an additional five points.

VI. SELECTION TIMELINE

The City has designated the following activities and dates as key to the project schedule. Proposers are encouraged to assist the City in adhering to this timeline. The City reserves the right to change the schedule at its own discretion.

Anticipated Schedule for Selection	
Issuance of Request for Proposals:	September 12, 2025
Deadline to submit questions:	September 18, 2025
City responses to questions:	September 22, 2025
Deadline to submit Proposals:	September 26, 2025
Interviews (if deemed required):	Week of September 29, 2025
Contract Award (Anticipated):	November 18, 2025

VII. GENERAL CONDITIONS

1. **Nondiscrimination:** Applicants for this RFP shall not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
2. **Permits, Licenses, and Insurance:** The successful applicant for this RFP shall, at its sole expense, obtain and maintain during the term of any agreement executed pursuant to this RFP all appropriate permits, certificates, licenses, and insurance including, but not limited to, a City of Alameda Business License which may be required in connection with the performance of services hereunder.
3. **Signatures and Declarations:** Each proposal responding to this RFP must be signed on behalf of the submitting entity by an officer authorized to bind the entity to its proposal.
4. **City's Right to Waive:** The City reserves the right, in its sole discretion, to waive any immaterial irregularities in a proposal responding to this RFP or in the submission of a proposal.
5. **City's Right to Modify the RFP:** The City reserves the right, in its sole discretion, to modify this RFP should the City deem that it is in its best interests to do so. Any changes to the RFP requirements will be made by written addendum posted on the City's website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.
6. **City's Right to Suspend or Cancel the RFP:** The City reserves the right, in its sole discretion, to suspend or cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.
7. **City's Right to Reject Any Proposal:** The City reserves the right, in its sole discretion, to reject any proposal responding to this RFP that the City determines does not satisfy the conditions set forth in this RFP, or contains false, misleading, or materially incomplete information. The City reserves the right, in its sole discretion, to reject all applicants and not to award to any applicant should the City deem that it is in its best interests to do so.
8. **City's Right to Extend RFP Deadlines:** The City reserves the right, in its sole discretion, to extend any of the deadlines listed in this RFP by written addenda should the City deem that it is in its best interests to do so.
9. **Cost of Proposals:** All costs incurred during proposal preparation or in any way associated with an applicant's preparations, submission, presentation or oral interview (if any) shall be the sole responsibility of Applicant.

10. **Liability for RFP Errors:** Applicants are solely responsible for all errors and omissions contained in their responses to the RFP.
11. **Proposals Property of City:** Upon receipt, each proposal responding to this RFP that an applicant submits to the City becomes the sole property of the City and will not be returned to the applicant.
12. **Oral and Written Explanations:** The City shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all applicants to this RFP.
13. **Public Record:** All proposals submitted to the City are subject to the California Public Records Act.

VIII. QUESTIONS

The RFP is available electronically as a download at <https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>. Proposers are solely responsible for determining if any addenda have been issued. Addenda will be published on this same website.

Please direct any Project questions to Emily Antenen at eamenen@alamedaca.gov. Questions must be by written email and received by Thursday, September 18, 2025 at 5:00 PM.

Scope of Work

The following scope of services is intended to provide the City with complete and optimal Janitorial Services within its business districts. Services shall include all labor, parts, components and materials. Service Provider shall follow all Industry-recognized Standard Practices for janitorial services, graffiti removal and pressure washing. Provider shall maintain public infrastructure in good condition in a fashion that maximizes safety and cleanliness.

Provider shall provide all work and materials as described in this Scope of Services, which shall include all labor, transportation, supplies, materials, parts, tools, machinery, employee safety equipment, equipment, supervision, applicable taxes, and all other work and materials required under this Agreement. All work shall be done in a first class, complete and clean workperson manner, conforming to best industry practices.

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with services and shall comply with all applicable safety laws, good industry standards, take all reasonable precautions for safety of the public, property tenants, and employees, City employees, and other persons on or about the facility/property site.

Service Provider shall exercise and maintain all applicable Federal, State, County and Municipal regulatory requirements as it pertains to Safety and Health. Where there is a conflict between applicable regulations, the most stringent will apply. This includes removal and disposal of any hazardous materials.

Contractor will be responsible for directly liaising City's Contract Manager during City office hours (7:30am-5pm Monday-Thursday), and for following other procedures (to be agreed, specified and documented) outside of these hours.

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. The 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.

The current agreement (expires November 30, 2025) provides for a seven-day per week service in each of the three business districts. The City's preference is to continue a seven-day per week service, but is requesting pricing for both a seven day per week service and a five-day per week service in order to evaluate costs.

Scope of Work for Park Steet

Geography

Park Street, including:

- Park Street from Blanding Ave to San Jose Avenue
- Blanding Avenue from Oak Street to Park Street (North side only)
- Lincoln Avenue from Oak Street to Everett Street
- Webb Street 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
- 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 below map)

Service Delivery

1. Service will be provided daily in the Park Street Business District between the hours of 7am and 9pm to ensure staff are visible and present to visitors and association members.
2. Contractor staff to wear vests with City logo to help visitors and association members identify.
3. Contractor will respond to any request for additional service within the same day as often as possible. Service level expectation to be established upon award of agreement.
4. Contractor will provide timely and effective responses to service requests from City's contract manager, whether these requests are made by phone, email or the City's service request software, currently SeeClickFix.
5. Contractor will leave each part of the service area in an attractive, orderly, and clean condition.
6. 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 is repeatedly overfilled by bar patrons on Thursday 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 will notify City contract manager of the need for an additional public litter can closer to the bar.)
7. Contractor will perform all related duties in an efficient, competent, expeditious, and courteous manner.
8. Contractor may only use electric leaf blowers.
9. Contractor cannot use leaf blowers prior to 7am.

Daily Activities

Litter and Cans Maintenance

1. Removal of litter and trash from sidewalks and street furniture, including recycling and disposal at proper facilities.
2. Maintenance of public litter cans, 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. Maintenance included wiping down and removing residual litter/grime from tops and sides, space between litter can and internal liner, and any material that may surround a litter can. This ensures a clean and orderly appearance of the litter can and surrounding area.
3. Empty and remove total waste from three-stream landfill, recycling and organics units and transportation of waste material from three-streams to dumpsters at a location in the center of Alameda.
4. Monitor public litter cans and remove excess waste from litter cans to prevent overflowing. Report any issues with waste hauler and servicing of litter containers to City staff.
5. ACI service standalone containers on scheduled days of service, typically Monday, Wednesday and Friday, to ensure that no material from the container spilled over in the process of servicing the container. Where violations occur, report to City Contract Manager after regular route service has taken place.
6. Shopping cart removal and return.
7. Report issues of large-scale illegal dumping to City Contract Manager to arrange removal.

Biohazards

1. Removal and proper disposal when necessary, of biohazards (needles, vomit, human waste etc.) from areas of public property.
2. If human waste is found on public property and the contractor requires assistance with removal from the City's Sanitary Sewer Maintenance staff, contractor will report issue and location to City contract manager or follow out of hours protocol to be determined upon award of contract.

Graffiti

1. Remove graffiti from public property including public litter and recycling containers and email City staff "before" and "after" photographs. Report graffiti of private property via SeeClickFix. City Contract Manager to approve standard of graffiti removal and confirm completion. Where complete removal is not possible by pressure washing etc., repainting of the surface may be required to an area to be determined by City Contract Manager.
2. All illegal signage (stickers, flyers, slap tags, posters, etc.) removed within 24 hours of discovery or report.

Landscaping

1. Monitor landscaping (performed by separate contractor) and report any problems to City staff.
2. Remove weeds from sidewalk, tree grates and other areas as needed.

Misc

1. If the contractor encounters unhoused individuals in need of assistance, the contractor will notify the Alameda Homeless Hotline on 510-522-4663 and report action to City Contract Manager.

Weekly Activities

Litter and Cans Maintenance

1. Contractor to monitor recycling and organics hot spots and report high traffic areas to City staff.
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. Sweep parking lot and remove litter at the parking lot on Central Ave located across from the Alameda Theatre & Cineplex and Parking Lot located at 2308 Encinal Ave.
5. Sidewalk washing as detailed below.

Monthly Activities

1. Contractor will meet with City Contract Manager.
2. Sidewalk washing as detailed below.

As Directed

1. Provide monthly reports as requested by City Representatives
2. Work with City Contract Manager to accommodate service adjustments as needed.

Sidewalk Washing

The City is requesting proposals that align with a regular, rotating program of spot washing, monthly cleaning and quarterly deep cleaning to ensure a high standard of cleanliness is achieved and maintained throughout the year.

Please provide a proposed alternative approach if you do not believe the outlined approach is optimal.

1. Weekly spot washing: This weekly service is intended to remove recent spills that have accumulated over the week, such as ice cream and coffee. Pressure washing is not necessarily required to remove these spills.
2. Monthly: District-wide, phased washing of all sidewalk is intended to act as a bridge between the weekly spot washing and the more intensive, quarterly deep clean, and is intended to remove a level of dirt, grime and gum before it becomes

ingrained. The monthly clean should include bus shelters in the targeted area, including benches, windows and trash cans, as well as three-stream units and City trash cans. Please specify how in your proposal the approach to be utilized. A suggested schedule could be as follows:

- January: Park Street, Blanding Avenue block
- February Park Street, Clement Avenue block
- March: Park Street, Eagle Avenue block
- April: Park Street, Buena Vista Avenue block
- May: Park Street, Lincoln Avenue block
- June: Park Street, Santa Clara Avenue block
- July: Park Street, Central Avenue block
- August: Park Street, Alameda Avenue to Encinal Avenue block
- September: Park Street, Encinal Avenue to San Jose Avenue block
- October: Santa Clara Avenue, Oak Street to Broadway
- November: Central Avenue, Oak Street to Broadway
- December: Holiday spot wash as directed by City Contract Manager

3. Quarterly district-wide sidewalk wash, four times per year at a time to be agreed in advance. This service should include high volume pressure washing to achieve the highest level of clean possible and include all sidewalks within the district boundaries, bus shelters, and three-streams and City trash cans. Please specify how in your proposal the approach to be utilized, including equipment, materials and techniques, as well as how run off into the municipal storm drain system will be prevented.

4. Contractor will provide scheduled night/s per month to conduct this work overnight (between hours of 10pm and 5am) and will provide one week's notice to City Contract Manager of any changes to schedule, in order to enable impacted residents and businesses to be noticed in advance.

5. Contractor to provide "before and after" photographs of sidewalk washing work.



Scope of Work for Webster Street

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 below map.)

Service delivery

1. Service will be provided daily in the Webster Street Business District, between the hours of 7am and 9pm to ensure staff are visible and present to visitors and association members.
2. Contractor staff to wear vests with City logo to help visitors and association members identify.
3. Any requests for additional service will be responded to within the same-day as often as possible. Service level expectations to be established upon award of agreement.
4. Contractor will provide timely and effective responses to service requests whether these requests are made by phone, email, or the City's customer feedback system, currently SeeClickFix.
5. Contractor will leave each part of the service area in an attractive, orderly, and clean condition.
6. 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 will notify City contract manager of the need for an additional public litter can closer to the bar.)
7. Contractor will perform all related duties in an efficient, competent, expeditious, and courteous manner.
8. Only electric leaf blowers are permitted.
9. Contractor cannot use leaf blower prior to 7am.

Daily activities

Litter and Cans Maintenance

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 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. Empty and remove total waste from three-stream landfill, recycling and organics units and transportation of waste material from three-streams to dumpsters at a location in the center of Alameda.
4. Monitor public litter cans and remove excess waste from litter cans to prevent overflowing. Monitor waste hauler to ensure high level of service.
5. The City's waste hauler (Alameda County Industries) services those containers on scheduled days of service, typically Monday, Wednesday and Friday. Contractor to monitor to ensure that no material from the container spilled over in the process of servicing the container. Where violations occur, report to City staff after regular route service has taken place.
6. Shopping cart removal and return.
7. Report issues of large-scale illegal dumping to City Contract Manager to arrange removal.

Biohazards

1. Removal of biohazards (needles, vomit, human waste etc.) from public areas.
2. If human waste is found on public property and the contractor requires assistance with removal from the City's Sanitary Sewer Maintenance staff, contractor will report issue and location to City Contract Manager or follow out of hours protocol to be determined upon award of contract.

Graffiti

1. Remove graffiti from public property including public litter and recycling containers and email City staff "before" and "after" photographs. Report graffiti of private property via SeeClickFix. City Contract Manager to approve standard of graffiti removal and confirm completion. Where complete removal is not possible by pressure washing etc, repainting of the surface may be required to an area to be determined by City Contract Manager.
2. All illegal signage (stickers, flyers, slap tags, posters, etc.) removed within 24 hours of discovery or report.

Landscaping

1. Monitor landscaping (performed by a separate contractor) and report any problems to City staff.
2. Remove weeds from sidewalk, tree grates and other areas, as needed.

Misc

1. If the Contractor encounters unhoused individuals in need of assistance, the contractor will notify the Alameda Homeless Hotline by calling 510-522-4663 and report action to City Contract Manager.

Weekly activities

Litter and Cans Maintenance

1. Contractor to monitor recycling and organics hot spots and report high traffic areas to City staff.
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. Sweep parking lot and remove litter at the parking lot on Central Ave located across from the Alameda Theatre & Cineplex and Parking Lot located at 2308 Encinal Ave.
5. Sidewalk washing as detailed below.

Monthly:

1. Contractor to meet with City Contract Manager monthly.

As directed:

1. Work with City Contract Manager and District Association to accommodate service adjustments as needed.
2. Provide site updates as requested by City Contract Manager.

Sidewalk Washing

The City is requesting the following monthly and annual scheduled services to ensure each area of sidewalk receives a regular monthly spot washing to prevent the accumulation and ingraining of dirt, grime and gum, and a whole district wide deep clean on an annual basis. As part of the pricing sheet, Proposer should specify the techniques, materials and equipment you propose to utilize to ensure the highest standard of clean possible as part of the completion of the project pricing sheet.

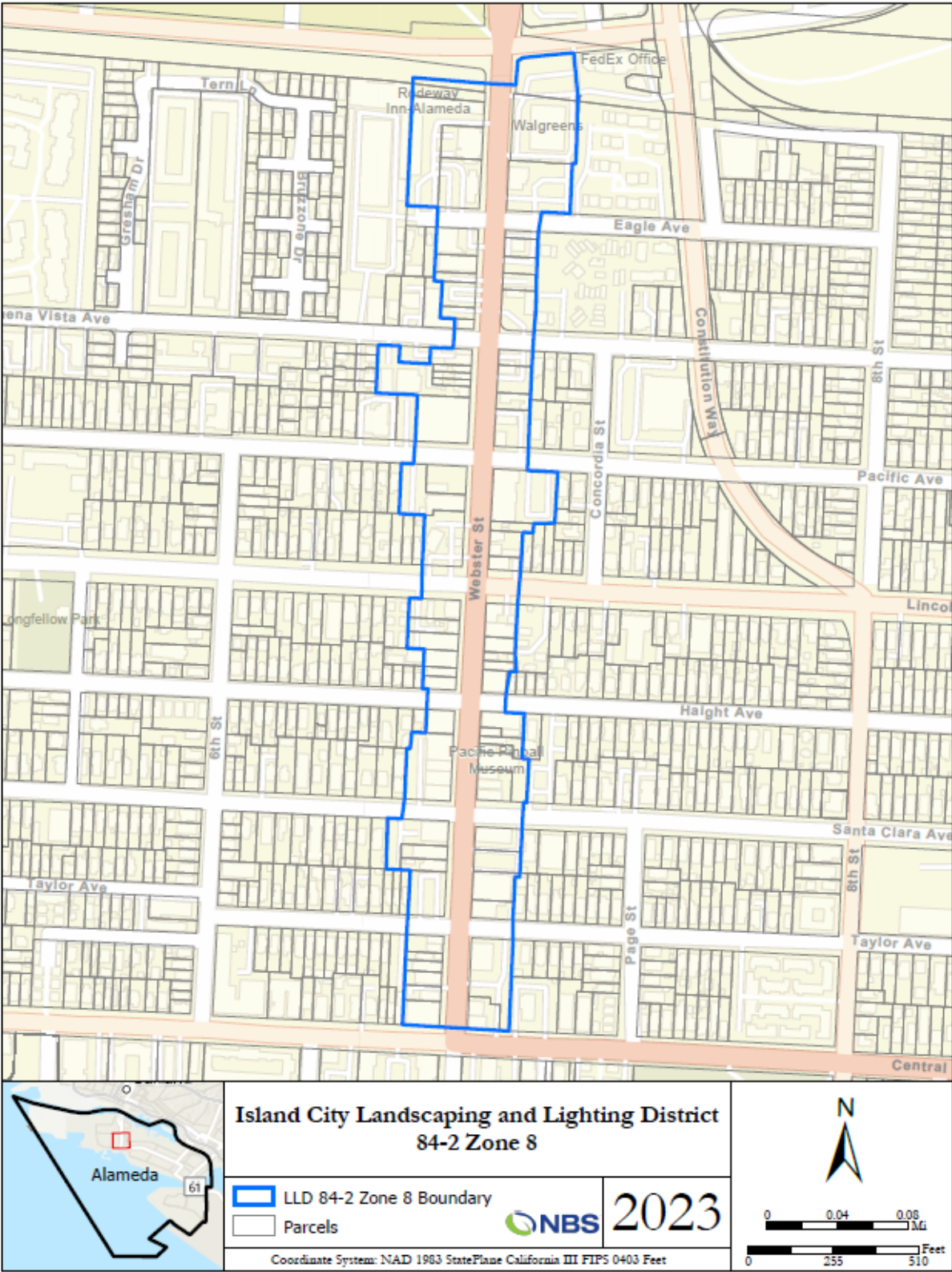
Please provide a proposed alternative approach if you do not believe the outlined approach is optimal.

Monthly Activities

1. Monthly washing of sections of district on rotation to be confirmed by City Contract Manager.
2. Monthly pressure washing of all three stream facades and footprints
3. Monthly pressure washing of the sidewalk at Lincoln Avenue and Webster St (southwest corner) to remove pigeon guano.

Annual Activities

1. District wide sidewalk Pressure washing to occur in the month of November, to be completed before Thanksgiving.



Scope of Work for Marina Village

Geography

See below map.

Service Delivery

1. Service will be provided daily for the public restrooms, and daily 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 by City's Contract Manager 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.
6. Contractor cannot use leaf blower prior to 7am.

Daily Services for the Public Restrooms

1. Clean the public restrooms located at 1030 Marina Village Parkway, once per day of service.
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 non-scratch 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.

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 doorjamb.

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.

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. 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.

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.
4. 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

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.

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.

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

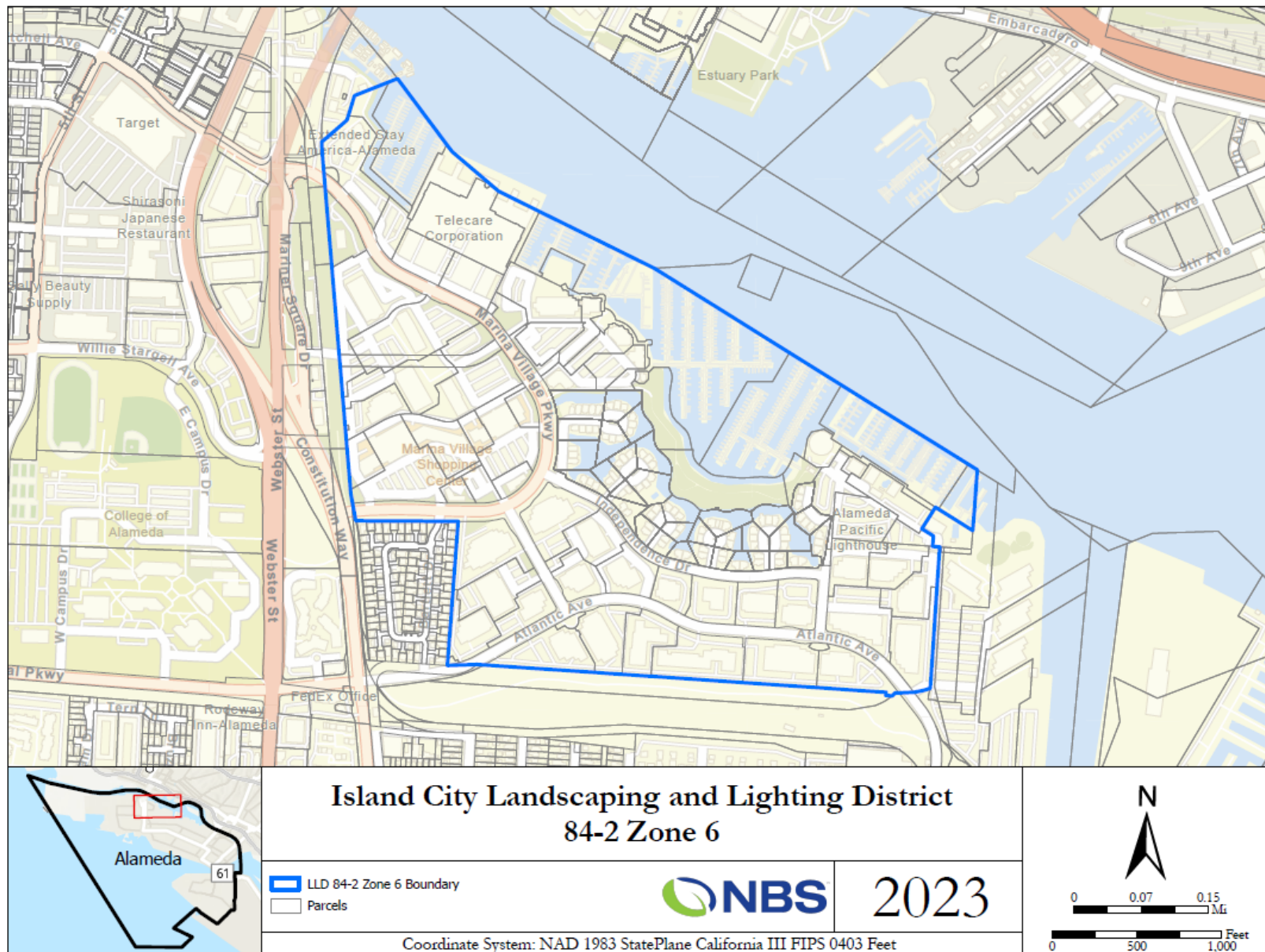
1. Dust sidewalk lights along pathway for visible cobwebs.
2. Spot power washing to ensure public litter cans, path, railings, benches, tables, and fixtures remain free of dirt, grime, and bird droppings.
3. Inspect public litter cans, public path, public boardwalk, public park equipment, planter boxes, and signage on a monthly basis and report any safety hazards, equipment malfunction, or required maintenance.
4. 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.
5. Perform minor repairs to correct hazards, malfunction, or maintenance on public litter cans, public path, public boardwalk, public park equipment, planter boxes, and signage.
6. Contractor will meet with City Contract Manager monthly.

Annual activities for Public Litter Cans, Public Path and Sidewalks, and Public Boardwalk

1. Power washing to ensure art sculpture remains free of dirt, grime, and bird droppings.

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

1. Incidental maintenance and repairs as directed by the City'sContract Manager. Incidental repairs or replacements must be pre-approved by City.
2. Periodic cleaning and as-needed minor repair and/or repainting of railings, benches, tables, planter boxes, and public park equipment.



Changes to Scope of Work

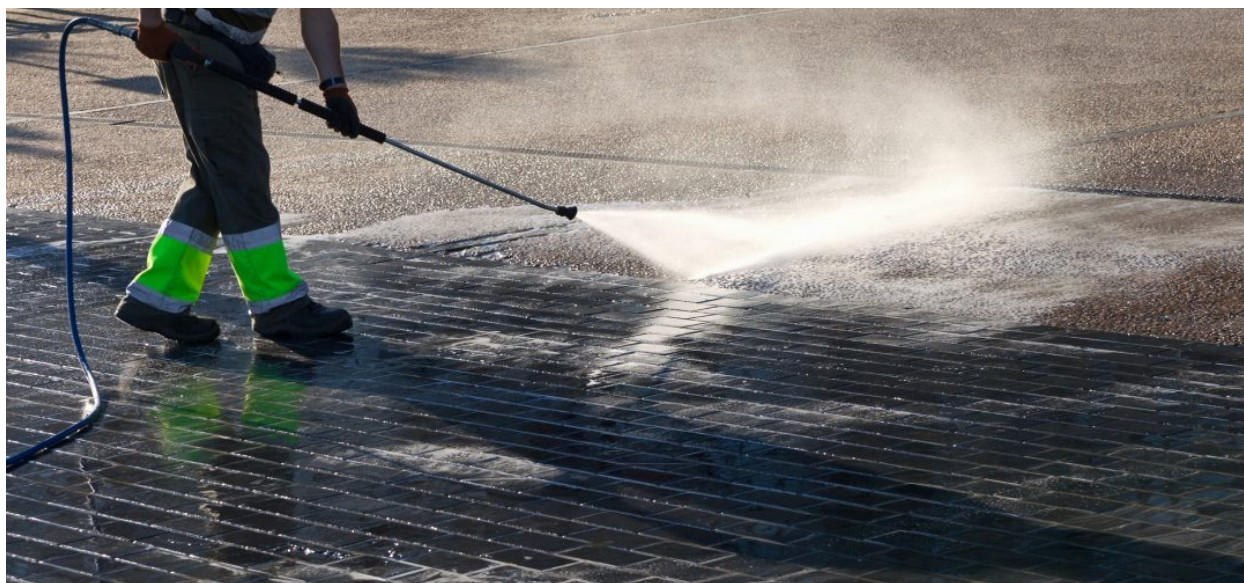
From time to time, it may be necessary to make practical adjustments to the scope of work outlined in this Agreement. Reasons for adjustment may include, but are not limited to:

- Changes to governing regulations (e.g. drought restrictions on the use of potable water for sidewalk washing)
- Addition or removal of elements of infrastructure
- City business needs
- Business Association needs

The process for making any adjustment to the scope of work is outlined below.

1. Need for change identified by the City, relevant Business Association or Contractor.
2. Proposed changes to scope of work submitted in writing, by email, to the City's Contract Manager.
3. City's Contract Manager to review change requests within one working week, and work with Business Association and Contractor to agree change to scope of work within two working weeks.
4. City's Contract Manager to document agreed changes to the scope of work, including line items added, removed, paused, and any changes to costings, effective date, expiry date and/or date of review.
5. Changes will be sent to all parties (City Contract Manager, Business Association and Contractor) for electronic signature. Adjustments are considered adopted upon the completion of all 3 signatures.
6. City's Contract Manager to share a final copy of the adopted adjustments with all parties by email and to keep a reference copy on file.

B A M S C



Surface Cleaning Program

This water pollution prevention program is focused on reducing or eliminating pollution from outdoor cleaning activities. Mobile cleaners that specialize in cleaning surfaces (e.g., sidewalks, plazas, building exteriors) or “flat work” are educated about the water pollution potential of their cleaning activities and trained to use best management practices (BMPs) to avoid it. Those that agree to use BMPs are designated as a “Recognized Surface Cleaner” and receive a Recognition Certificate, listing on the BASMAA website, and promotional materials including cards for advertising their status to potential customers and pollution prevention vouchers that provide a record of how each job was conducted in ways that prevented water pollution.

Pollution Prevention Training Program For Surface Cleaners

Employees and owners of surface cleaning businesses and other surface cleaners can receive a 'Certificate of Training' in pollution prevention practices. Certificates are issued to individuals, not entire organizations. Certificates expire after one year and must be renewed to maintain your status as a Recognized Surface Cleaner. Please follow these steps:

1. [Register your name](#) (both first-time and renewal applicants).
2. Watch both parts of the 16-minute video (below) titled 'We Do the Job Right – Preventing Pollution from Surface Cleaning – BASMAA (2000)' – available in both an English and a Spanish version. The video comprises these 5 short sections:
 - We Do the Job Right
 - Three Simple Rules
 - Parking Lots and Garages
 - Buildings, Sidewalks, and Plazas
 - Summary
3. Review the [FAQs](#).
4. Review the [Commonly Used Terms & Expressions](#).
5. Print and take the BASMAA Surface Cleaner Self-Quiz ([English/Espanol](#)) and compare your answers to the provided Answer Sheet.
6. After completing steps #1 through #5, send an email to info@basmaa.org stating that you completed the training by following steps #1 through #5.

A Certificate of Training will not be provided until the email described in step 6 above is received. In response, the Certificate of Training will be sent to the email address you provided when you registered your name in step 1 above. Please allow 7-10 days for a response.

Video: We Do the Job Right – Preventing Pollution from Surface Cleaning (2000)

[Part 1](#)

[Part 2](#)

Video: Hacemos Bien el Trabajo – Cómo Prevenir la Contaminación que Causa la Limpieza de Superficies (2024)

[Part 1](#)

[Part 2](#)

BASMAA-Recognized Pollution Prevention Surface Cleaners

San Francisco Bay Area government agencies and businesses can look up cleaners who BASMAA recognizes as being trained in pollution prevention.

Download the list of Recognized Surface Cleaners ([09-02-2025](#))

Documents for Download

- [2021 Fact Sheet](#)
- [Pollution from Surface Cleaning Folder](#)
- [Pollution from Surface Cleaning Folder \(Spanish version\) / Contaminacion como Resultado de la Limpieza de Superficies 2024](#)

@2021 Bay Area Stormwater Management Agencies Association (BASMAA) – [Terms Of Use](#)

Pricing as Applicable	Monthly Pricing @ 5 x/Week	Monthly Pricing @ 7 x/Week	Per Occasion
Daily Activities			
Litter and Cans Maintenance			
1. Removal of litter and trash from sidewalks and street furniture, including recycling and disposal at proper facilities.			
2. Maintenance of public litter cans, 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. Maintenance included wiping down and removing residual litter/grime from tops and sides, space between litter can and internal liner, and any material that may surround a litter can. This ensures a clean and orderly appearance of the litter can and surrounding area.			
3. Empty and remove total waste from three-stream landfill, recycling and organics units and transportation of waste material from three-streams to dumpsters at a location in the center of Alameda.			
4. Monitor public litter cans and remove excess waste from litter cans to prevent overflowing. Report any issues with waste hauler and servicing of litter containers to City staff.			
5. ACI service standalone containers on scheduled days of service, typically Monday, Wednesday and Friday, to ensure that no material from the container spilled over in the process of servicing the container. Where violations occur, report to City Contract Manager after regular route service has taken place.			
6. Shopping cart removal and return.			
7. Report issues of large-scale illegal dumping to City Contract Manager to arrange removal.			
Biohazards			
1. Removal and proper disposal when necessary, of biohazards (needles, vomit, human waste etc.) from areas of public property.			
2. If human waste is found on public property and the contractor requires assistance with removal from the City's Sanitary Sewer Maintenance staff, contractor will report issue and location to City contract manager or follow out of hours protocol to be determined upon award of contract.			
Graffiti			
1. Remove graffiti from public property including public litter and recycling containers and email City staff "before" and "after" photographs. Report graffiti of private property via SeeClickFix. City Contract Manager to approve standard of graffiti removal and confirm completion. Where complete removal is not possible by pressure washing etc., repainting of the surface may be required to an area to be determined by City Contract Manager.			
2. All illegal signage (stickers, flyers, slap tags, posters, etc.) removed within 24 hours of discovery or report.			
Landscaping			
1. Monitor landscaping (performed by separate contractor) and report any problems to City staff.			

2. Remove weeds from sidewalk, tree grates and other areas as needed.			
Misc			
1. If the contractor encounters unhoused individuals in need of assistance, the contractor will notify the Alameda Homeless Hotline on 510-522-4663 and report action to City Contract Manager.			
Weekly Activities			
Litter and Cans Maintenance			
1. Contractor to monitor recycling and organics hot spots and report high traffic areas to City staff.			
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. Sweep parking lot and remove litter at the parking lot on Central Ave located across from the Alameda Theatre & Cineplex and Parking Lot located at 2308 Encinal Ave.			
5. Sidewalk washing as detailed below.			
Monthly Activities			
1. Contractor will meet with City Contract Manager.			
2. Sidewalk washing as detailed below.			
As Directed			
1. Provide monthly reports as requested by City Representatives			
2. Work with City Contract Manager to accommodate service adjustments as needed.			
Sidewalk Washing			
The City is requesting proposals that align with a regular, rotating program of spot washing, monthly cleaning and quarterly deep cleaning to ensure a high standard of cleanliness is achieved and maintained throughout the year.			
Please provide a proposed alternative approach if you do not believe the outlined approach is optimal.			
1. Weekly spot washing: This weekly service is intended to remove recent spills that have accumulated over the week, such as ice cream and coffee. Pressure washing is not necessarily required to remove these spills.			
2. Monthly: District-wide, phased washing of all sidewalk is intended to act as a bridge between the weekly spot washing and the more intensive, quarterly deep clean, and is intended to remove a level of dirt, grime and gum before it becomes ingrained. The monthly clean should include bus shelters in the targeted area, including benches, windows and trash cans, as well as three-stream units and City trash cans. Please specify how in your proposal the approach to be utilized. A suggested schedule could be as follows:			
• January: Park Street, Blanding Avenue block			
• February Park Street, Clement Avenue block			
• March: Park Street, Eagle Avenue block			
• April: Park Street, Buena Vista Avenue block			
• May: Park Street, Lincoln Avenue block			
• June: Park Street, Santa Clara Avenue block			
• July: Park Street, Central Avenue block			
• August: Park Street, Alameda Avenue to Encinal Avenue block			

<ul style="list-style-type: none"> September: Park Street, Encinal Avenue to San Jose Avenue block 			
<ul style="list-style-type: none"> October: Santa Clara Avenue, Oak Street to Broadway 			
<ul style="list-style-type: none"> November: Central Avenue, Oak Street to Broadway 			
<ul style="list-style-type: none"> December: Holiday spot wash as directed by City Contract Manager 			
<p>3. Quarterly district-wide sidewalk wash, four times per year at a time to be agreed in advance. This service should include high volume pressure washing to achieve the highest level of clean possible and include all sidewalks within the district boundaries, bus shelters, and three-streams and City trash cans. Please specify how in your proposal the approach to be utilized, including equipment, materials and techniques, as well as how run off into the municipal storm drain system will be prevented.</p>			
<p>4. Contractor will provide scheduled night/s per month to conduct this work overnight (between hours of 10pm and 5am) and will provide one week's notice to City Contract Manager of any changes to schedule, in order to enable impacted residents and businesses to be noticed in advance.</p>			
<p>5. Contractor to provide "before and after" photographs of sidewalk washing work.</p>			

For the pricing provided, on average, how many hours will your company be active in the district per week?	
Please describe the approach to sidewalk washing that you intend to take, including any machinery used and best management practices for preventing run off entering the storm drains.	
Please cost any services not identified within this scope of services that your experience indicates would be beneficial to include	
Please provide emergency/call-out charges if able to provide this service	

Pricing as Applicable	Monthly Pricing @ 5 x/Week	Monthly Pricing @ 7 x/Week	Per Occasion
Daily activities			
Litter and Cans Maintenance			
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 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. Empty and remove total waste from three-stream landfill, recycling and organics units and transportation of waste material from three-streams to dumpsters at a location in the center of Alameda.			
4. Monitor public litter cans and remove excess waste from litter cans to prevent overflowing. Monitor waste hauler to ensure high level of service.			
5. The City's waste hauler (Alameda County Industries) services those containers on scheduled days of service, typically Monday, Wednesday and Friday. Contractor to monitor to ensure that no material from the container spilled over in the process of servicing the container. Where violations occur, report to City staff after regular route service has taken place.			
6. Shopping cart removal and return.			
7. Report issues of large-scale illegal dumping to City Contract Manager to arrange removal.			
Biohazards			
1. Removal of biohazards (needles, vomit, human waste etc.) from public areas.			
2. If human waste is found on public property and the contractor requires assistance with removal from the City's Sanitary Sewer Maintenance staff, contractor will report issue and location to City Contract Manager or follow out of hours protocol to be determined upon award of contract.			
Graffiti			

1. Remove graffiti from public property including public litter and recycling containers and email City staff "before" and "after" photographs. Report graffiti of private property via SeeClickFix. City Contract Manager to approve standard of graffiti removal and confirm completion. Where complete removal is not possible by pressure washing etc, repainting of the surface may be required to an area to be determined by City Contract Manager.			
2. All illegal signage (stickers, flyers, slap tags, posters, etc.) removed within 24 hours of discovery or report.			
Landscaping			
1. Monitor landscaping (performed by a separate contractor) and report any problems to City staff.			
2. Remove weeds from sidewalk, tree grates and other areas, as needed.			
Misc			
1. If the Contractor encounters unhoused individuals in need of assistance, the contractor will notify the Alameda Homeless Hotline by calling 510-522-4663 and report action to City Contract Manager.			
Weekly activities			
Litter and Cans Maintenance			
1. Contractor to monitor recycling and organics hot spots and report high traffic areas to City staff.			
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. Sweep parking lot and remove litter at the parking lot on Central Ave located across from the Alameda Theatre & Cineplex and Parking Lot located at 2308 Encinal Ave.			
5. Sidewalk washing as detailed below.			
Monthly:			
1. Contractor to meet with City Contract Manager monthly.			
As directed:			
1. Work with City Contract Manager and District Association to accommodate service adjustments as needed.			
2. Provide site updates as requested by City Contract Manager.			
Sidewalk Washing			

The City is requesting the following monthly and annual scheduled services to ensure each area of sidewalk receives a regular monthly spot washing to prevent the accumulation and ingraining of dirt, grime and gum, and a whole district wide deep clean on an annual basis. As part of the pricing sheet, Proposer should specify the techniques, materials and equipment you propose to utilize to ensure the highest standard of clean possible as part of the completion of the project pricing sheet.			
Please provide a proposed alternative approach if you do not believe the outlined approach is optimal.			
Monthly Activities			
1. Monthly washing of sections of district on rotation to be confirmed by City Contract Manager.			
2. Monthly pressure washing of all three stream facades and footprints			
3. Monthly pressure washing of the sidewalk at Lincoln Avenue and Webster St (southwest corner) to remove pigeon guano.			
Annual Activities			
1. District wide sidewalk Pressure washing to occur in the month of November, to be completed before Thanksgiving.			

Pricing as Applicable	Monthly Pricing @	Monthly Pricing @	Per Occasion
Daily Services for the Public Restrooms			
1. Clean the public restrooms located at 1030 Marina Village Parkway, once per day of service.			
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 non-scratch 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.			
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 doorjamb.			
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.			
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. 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.			
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.			
4. 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.			
Monthly activities for Public Litter Cans, Public Path and Sidewalks, and Public Boardwalk			
1. Dust sidewalk lights along pathway for visible cobwebs.			
2. Spot power washing to ensure public litter cans, path, railings, benches, tables, and fixtures remain free of dirt, grime, and bird droppings.			
3. 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.			
4. 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.			
5. Perform minor repairs to correct hazards, malfunction, or maintenance on public litter cans, public path, public boardwalk, public park equipment, planter boxes, and signage.			
6. Contractor will meet with City Contract Manager monthly.			
Annual activities for Public Litter Cans, Public Path and Sidewalks, and Public Boardwalk			
1. Power washing to ensure art sculpture remains free of dirt, grime, and bird droppings.			
As directed activities for Public Litter Cans, Public Path and Sidewalk, and Public Boardwalk			
1. Incidental maintenance and repairs as directed by the City's Contract Manager. Incidental repairs or replacements must be pre-approved by City.			
2. Periodic cleaning and as-needed minor repair and/or repainting of railings, benches, tables, planter boxes, and public park equipment.			

[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.

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 20__ (“**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 (“**Provider**” or “**Contractor**”), in reference to the following facts and circumstances:

RECITALS

A. The 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: _____.
 [City staff reached out to the service providers on the City’s bidders list interviewed qualified firms and selected the service provider that best meets the City’s needs.][City staff issued an RFP/RFQ on DATE and after a submittal period of NUMBER 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.][Provider was selected on a sole source basis because (must provide justification for sole source selection).]

C. [Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.][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. [NOTE: If City staff seek to enter into an initial contract with a vendor to perform one phase of a project, and may also seek to enter into a subsequent contract with the vendor for a later phase of the same project, the initial contract must include this recital: Provider’s duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Provider’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Provider shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Provider pursuant to this Agreement.]

E. [Whereas, the City Council authorized the City Manager to execute this agreement on _____.]

F. The City and Provider desire to enter into an agreement for _____, 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 ____ day of _____ 20__, and shall terminate on the ____ day of _____ 20__, unless terminated earlier as set forth herein.

[The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to xxxx (x) additional years. Any extension shall be documented in a signed amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged [with the exception that the compensation shall be 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.]] with the exception that the compensation shall be adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.]]Other: Describe any compensation escalator.]

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. 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 this Section 3.]]as set forth in Exhibit B and incorporated herein by this reference.] Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis [as set forth in this Section 3.]]as set forth in Exhibit B.]

b. [If you wish to encumber department funds for the aggregate amount of the contract compensation, then state: The total five-year compensation for this Agreement 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.]

[If you wish to encumber department funds annually in the same amount, or if you are doing a contract with one-year extensions, then state: Compensation for this contract shall not exceed \$XX,XXX per year, for a total five-year compensation not to exceed \$XXX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City]

[If the compensation is to be encumbered annually, but in different amounts because of an escalator then state: 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 the City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

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 the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the 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. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

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 the 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, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. 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. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of 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. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. 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.

b. 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 Indemnitees 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 Sections 10.b. (1) through (3). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. 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 thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

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 licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. 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, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(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 per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be

considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(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, agents, and volunteers is required.

[(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.]

[(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well

as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim.

(3) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of \$2,000,000 each occurrence. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.]

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by 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.

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) 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. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. 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(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the 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. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. **EXCESS OR UMBRELLA LIABILITY:**

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

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 their designee may consent or reject such request in their 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, membership interest, partnership interest, or the equivalent, 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 Provider.

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 their 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 Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that 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 the 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 their designee.

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

16. RECORDS:

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. 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 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 the City that relate to the performance of the services and tasks under this Agreement (collectively the “**Records**”).

c. 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 the 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.

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the 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 the City shall be addressed to the City at:

City of Alameda
[Department]
[Address]
Alameda, CA 94501
ATTENTION: [Title]
Ph: (510) [xxx-xxxx]

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

[Provider Name]

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

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

City of Alameda
[Department]
[Address]
Alameda, CA 94501
ATTENTION: [Name/Title]
Ph: (510) [xxx-xxxx] / Email

18. SAFETY:

a. 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. 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. 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. 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 the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the 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 any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. 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 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 the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

23. 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.

24. WAIVER:

A waiver by the 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.

25. INTEGRATED CONTRACT:

Subject to the language of Section 33, 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 the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

a. For purposes of Sections 27 through 29 of this Agreement, the terms “claim”, “contractor”, “public works project” and “subcontractor” shall have the same meanings set forth in Public Contract Code Section 9204.

b. No contractor or subcontractor may be listed on a bid proposal for a public works project, nor engage in the performance of any public work contract, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions for certain bids pursuant to Labor code Section 1771.1(a)). Registration instructions may be found at the following website: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

c. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at the following website: <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

d. Contractor is required to all post job site notices as prescribed by State law. (See 8 Cal. Code Regs, § 16451(d).)

e. In executing this Agreement, Contractor acknowledges and agrees that

f. the work authorized by this Agreement may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

28. REGISTRATION OF CONTRACTORS:

Before submitting bids for any work authorized by this Agreement, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

29. PUBLIC CONTRACT CODE SECTION 9204 SUMMARY:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or other documents associated with this Agreement, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 related to work performed or scheduled to be performed pursuant to this Agreement shall be governed by Public Contract Code Section 9204 and this section. The following provisions and procedures shall apply:

a. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with Public Contract Code Section 9204. Contractor must include reasonable documentation to support each claim.

b. Upon receipt of a claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

c. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to Public Contract Code Section 9204(d)(1)(C).

d. If the City fails to timely respond to a claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

e. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding

mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

f. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

g. The City reserves all rights and remedies that it has pursuant to this Agreement, any associated plans and specifications, or at law or in equity which are not in conflict with Public Contract Code 9204.

30. 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.

31. 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.

32. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

33. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) 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.

34. [NONDISCRIMINATION – FEDERAL REQUIREMENTS:

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment

without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which the City may determine to cancel, terminate, or suspend this Agreement. The City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by the City that Provider has violated the anti-discrimination provisions of Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, the City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal

funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.]

35. [NONDISCRIMINATION – HUD REQUIREMENTS]:

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which the City may determine to cancel, terminate, or suspend this Agreement. The City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by the City that Provider has violated the anti-discrimination provisions of this Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, the City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

(i) Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and is subject to the requirements of Section 3 of

the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

(ii) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24 Part C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(iii) Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(iv) Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(v) Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

C. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.]

36. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.]

37. MULCH PROCUREMENT REQUIREMENTS

Providers of landscaping maintenance, renovation, and construction shall:

a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application shall comply with [14 CCR, Division 7, Chapter 12, Article 12](#) and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in [14 CCR Section 17852\(a\)\(24.5\)\(A\)\(1\) through \(3\)](#).

b. Maintain the following records for compost and SB 1383 eligible mulch and submit to the City upon request:

- (1) General description of how and where the product was used and applied;
- (2) Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the compost and/or SB 1383 eligible mulch were procured;
- (3) Type of product
- (4) Quantity of each product; and,

Invoice or other record demonstrating purchase or procurement.]

[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, LP, LLC,
GP, sole proprietor/individual)

CITY OF ALAMEDA
a municipal corporation

NAME
TITLE

City Manager

NAME
TITLE

RECOMMENDED FOR APPROVAL

[DEPARTMENT HEAD NAME]
[DEPARTMENT HEAD TITLE]

APPROVED AS TO FORM:
City Attorney

[NAME]
[Assistant] City Attorney

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
2263 Santa Clara Ave
Alameda, CA 94501

(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:	

Name of Person or Organization:

SCHEDULE
SAMPLE
City of Alameda
2263 Santa Clara Ave
Alameda, CA 94501

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.

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.

CITY OF ALAMEDA INTEGRATED PEST MANAGEMENT POLICY **(Adopted by City Council Resolution: 6/15/10)**

I. PURPOSE

This City Policy sets forth the guiding principles for development and implementation of Integrated Pest Management (IPM) practices on all City properties.

II. OBJECTIVES

A. Reduce or minimize pesticide use on municipally owned buildings and landscaping (City Properties) to ensure the City is in compliance with its municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements.

B. Establish the use of Integrated Pest Management in all municipal operations and on all City Properties.

C. Minimize the reliance on pesticides that threaten water quality.

D. Create awareness among City staff of less-toxic pest management techniques.

E. Educate City departments to practice the most appropriate approach to managing pests, including prevention, on City properties.

F. Reduce the adverse impacts to San Francisco Bay water quality due to pesticide usage, particularly from organophosphorous pesticides (chlorpyrifos, diazinon, and malathion), pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), fipronil and copper-based pesticides.

III. ORGANIZATIONS AFFECTED

- A. Public Works Department
- B. Recreation and Parks Department
- C. Golf Complex
- D. Alameda Municipal Power
- E. Economic Development Department

IV. POLICY

It is the policy of the City of Alameda to:

A. Comply with Federal requirements for local government to develop and implement an Integrated Pest Management policy or ordinance to address water quality impairment by pesticides, per Section C.9.a. of the Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, from the California Regional Water Quality Control Board, 10/14/09.

B. Adopt and implement a policy requiring the use of Integrated Pest Management techniques in the City's operations, as required for all co-permittees of the Alameda Countywide Clean Water Program.

C. Establish City departmental written standard operating procedures for pesticide use that ensure implementation of the IPM policy and require municipal employees and contractors working on City property to adhere to IPM standard operating procedures.

CITY OF ALAMEDA INTEGRATED PEST MANAGEMENT POLICY
(Adopted by City Council Resolution: 6/15/10)

D. Support the City of Alameda Municipal Code, Storm Water Management and Discharge Control ordinance, Ordinance No. 2605, by describing procedures by which the City may implement its policy regarding urban runoff.

This City Policy shall not be construed as requiring a department, purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, risk the health or safety of workers and citizens, or are not available at a reasonable price in a reasonable period of time.

This City Policy shall not be construed as requiring the City of Alameda, a department, purchaser or contractor to take any action that conflicts with local, state or federal requirements.

V. DEFINITIONS

5.1 *Biological control* - The use of biological technologies to manage unwanted pests. Examples of this type of control include, but are not limited to, the use of pheromone traps or beneficial insect release for control of certain types of weeds or invasive insects in landscapes.

5.2 *Cultural control* - The use of IPM control methods such as grazing, re-vegetation, disking, mulching, proper irrigation, seeding, and landscaping with competitive or tolerant species to manage unwanted weeds, rodents or plant diseases, plus good housekeeping.

5.3 *DPR* - Department of Pesticide Regulations for the State of California's Environmental Protection Agency. DPR, in partnership with the Federal Environmental Protection Agency (EPA) and the County Department of Agriculture, oversees all issues regarding the registration, licensing and enforcement of laws and regulations pertaining to pesticides.

5.4 *Integrated Pest Management (IPM)* - IPM is the strategic approach that focuses on long-term prevention of pests and their damage from reaching unacceptable levels by selecting and applying the most appropriate combination of available pest control methods. These include cultural, mechanical, biological and chemical technologies that are implemented for a given site and pest situation in ways that minimize economic, health and environmental risks.

5.5 *Mechanical controls* - The use of IPM control methods utilizing hand labor or equipment such as mowers, graders, weed-eaters, and chainsaws. Crack and crevice sealants and closing small entryways (i.e., around pipes and conduits) into buildings for insect and rodent management are also mechanical controls.

5.6 *PCA* - Pest Control Advisor is one licensed by the California Department of Pesticide Regulations according to Title 3, Article 5 of the California Code of Regulations. A licensed PCA, who is registered with the County Agricultural Commissioner, provides written pest control recommendations for agricultural pest management, including parks, cemeteries, and rights-of-way.

5.7 *Pesticides* - Defined in Section 12753 of the California Food and Agricultural Code as any spray adjuvant, or any substance, or mixture of substances intended to be used for defoliating plants, regulating plant growth, or for preventing, destroying, repelling, or mitigating any pest, as defined in Section 12754.5 (of the Food and Agricultural Code), which may infest or be detrimental to vegetation, man, animals or households, or be present in any agricultural or nonagricultural environment whatsoever. The term pesticide applies to herbicides, insecticides,

CITY OF ALAMEDA INTEGRATED PEST MANAGEMENT POLICY

(Adopted by City Council Resolution: 6/15/10)

fungicides, rodenticides and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides

5.8 *QAL* - Qualified Applicator License is a licensed applicator according to Title 3, Article 3 of the California Code of Regulations. This license allows supervision of applications that may include residential, industrial, institutional, landscape, or rights-of-way sites.

5.9 *QAC* - Qualified Applicator Certificate is a certified applicator of pesticides according to Title 3, Article 3 of the California Code of Regulations. This certificate allows supervision of applications that may include residential, industrial, landscape, or rights-of-way sites.

5.10 *Structural Pest Control Operator (SPCO- Branch I, II or III)* - A licensed applicator for controlling pests that invade buildings and homes according to the requirements of the Structural Pest Control Board of the California Department of Consumer Affairs.

VI. RESPONSIBILITY

6.1 Coordination

6.1.1 This Policy applies to the City Departments with operations subject to this Administrative Regulation. Department Directors, or their designees, shall coordinate implementation of this Administrative Regulation.

6.2 Training

6.2.1 All City employees who within the scope of their duties apply or use pesticides that threaten water quality shall be trained in IPM practices, the City's IPM policy, department IPM standard operating procedures, and as required by State of California Department of Pesticide Regulations rules, the County Agricultural Commissioner, and/or the Structural Pest Control Board and the City's NPDES permit. Training opportunities may also include the Bay-Friendly Landscape Maintenance Training and Qualifications Program and EcoWise Certified. Each Department will maintain records of all training activities (e.g., attendees, course outline, date).

6.2.2 City Staff responsible for pest management on City property will ensure annual training is provided to all employees who within the scope of their duties apply pesticides on:

1. Pesticide Safety,
2. This City Policy on IPM and
3. City department IPM standard operating procedures, appropriate Best Management Practices and Integrated Pest Management Technologies.

6.2.3 Pest Control Advisors and Applicators, pest management contractors, and other "contract for service providers" serving City properties will be licensed by the State of California Department of Pesticide Regulations (DPR) as a Pest Control Advisor or licensed Qualified Applicator and either IPM-certified or under contract to implement IPM. Contract specifications shall require contractors to implement IPM no later than July 1, 2010.

6.3 Public Education and Outreach

6.3.1 The City's Clean Water Program, in participation with the Alameda Countywide Clean Water Program, will continue with its existing program to encourage people who live, work, and/or attend school in Alameda to:

1. Obtain information on IPM techniques to control pests and minimize pesticide use
2. Use IPM technologies for dealing with pest problems

CITY OF ALAMEDA INTEGRATED PEST MANAGEMENT POLICY

(Adopted by City Council Resolution: 6/15/10)

3. Perform pesticide applications according to the manufacturer's instructions as detailed on the product label, and in accordance with all applicable state and local laws and regulations set forth to protect the environment, the public, and the applicator; and properly dispose of unused pesticides and their containers.

6.3.2 City of Alameda Departments with property leaseholders shall inform property leaseholders of the need to comply with the City Policy on IPM and encourage the use of the most current IPM technologies and Best Management Practices.

6.4 Program Evaluation

6.4.1 Each Department with operations subject to this City Policy shall monitor and evaluate its success implementing this City Policy. This evaluation can include progress in meeting the objectives of this City Policy, and note barriers encountered, recommendations for resolution, cost analysis, and a description of assistance needed to continuously improve staff's ability to meet the City Policy objectives.

6.5 Reporting Requirements

The information outlined below is required for inclusion in the City's NPDES Stormwater Permit Annual Report compiled by the City's Clean Water Program for submittal to the Regional Water Quality Control Board. Each City department, pest management contractor, and/or other appropriately licensed contractors employed by the City to provide city services that involve pesticide application on City properties shall submit by **July 15th** annually to the Public Works Clean Water Program staff:

A. Annual Pesticide Use Summary Report

1. Product name and manufacturer
2. Active ingredient
3. The total quantity of each pesticide used during the prior fiscal year (from July 1 to June 30) in order to provide an accounting of pesticide use at City-owned or operated properties.
4. Target pest(s) for pesticide application(s).
5. Reasons for increases in use of pesticides that threaten water quality, specifically organophosphorous pesticides, pyrethroids, carbaryl, fipronil, and copper-based pesticides.

Annual Pesticide Use Summary Report Forms may be obtained by contacting the Public Works Clean Water Program staff.

B. Annual Training Summary (City departments only)

1. The number of departmental employees who apply pesticides.
2. The number of departmental employees who apply pesticides who have received training in IPM policy and IPM standard operating procedures during the reporting year.

VII. PROCEDURE

7.1 Pesticide Prevention

7.1.1 The City of Alameda shall institute practices that reduce the use of pesticides and result in the purchase of fewer pesticides whenever practicable and cost-effective, but without reducing safety or workplace quality.

7.1.2 The City of Alameda shall direct all employees to implement Good Housekeeping Practices in their workstations, vehicles, break rooms, outdoor work areas, etc., to prevent the conditions that provide a food source and habitat which attract unwanted pests

CITY OF ALAMEDA INTEGRATED PEST MANAGEMENT POLICY

(Adopted by City Council Resolution: 6/15/10)

7.2 Pest Control and Management

7.2.1 The City of Alameda, including all departments and staff herein, and contractors or individuals (QAL, QAC, SPCO) providing pest control services on City property (Applicators) shall follow the City's Integrated Pest Management City Policy and utilize generally accepted IPM Best Management Practices (BMPs) to the maximum extent practicable for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.

7.2.2 Applicators will use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health.

7.2.3 Applicators will consider the options or alternatives listed below in the following order, before recommending the use of or applying any pesticide on City property:

1. No controls (e.g., tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)
2. Physical or mechanical controls (e.g., hand labor, mowing, exclusion)
3. Cultural controls (e.g., mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area)
4. Biological controls (e.g., natural enemies or predators)
5. Reduced-risk chemical controls (e.g., soaps or oils)
6. Other chemical controls

7.3 Pesticide Application

7.3.1 Only City of Alameda employees or appropriate licensed contractors employed by the City who are authorized and trained in pesticide application (i.e., hold PCA, QAL, QAC, or Structural Branch Operator I, II, or III certifications/licenses or individuals working under the supervision of one of the aforementioned certificate/license holders) and who shall implement the City department's IPM standard operating procedures may apply pesticides to or within City property.

7.3.2 City of Alameda employees are not to apply pesticides during municipal operations or on City property that have been purchased at City employee expense. Each City department shall assign a responsible supervisor to identify less-toxic products to be used. If there are no less-toxic products on hand, department employees shall contact the assigned supervisor to be given approved less-toxic pesticides (i.e. Orange Guard, insecticidal soap).

7.3.3 Applicators will select and apply IPM methods that will minimize reliance on pesticides that threaten water quality, human health and the environment.

7.3.4 Existing contracts and New contracts that are entered into with pest management contractors and other appropriately licensed contractors employed to provide services that involve pesticide application at City properties after **June 30, 2010** will include requirements that the contractors follow the requirements of this City Policy on IPM and implement the most current IPM technologies and Best Management Practices.

7.4 Restricted Chemicals

7.4.1 City of Alameda employees and/or contractors employed by the City who are trained to recommend or apply pesticides will not use or promote the use of:

1. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA),

CITY OF ALAMEDA INTEGRATED PEST MANAGEMENT POLICY
(Adopted by City Council Resolution: 6/15/10)

2. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
3. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), fipronil
4. Copper-based pesticides unless:
 - a. Their use is judicious,
 - b. Other approaches and techniques have been considered, and;
 - c. Threat of impact to water-quality is prevented.

7.4.2 Applicators will always avoid applications of pesticides that directly contact water, unless the pesticide is registered under Federal and California law for aquatic use.

7.4.3 Pesticides that are not approved for aquatic use will not be applied to areas immediately adjacent to water bodies where through drift, drainage, or erosion, there is a reasonable possibility of a pesticide being transported into surface water.

7.4.4 Discharges of pollutants from the use of aquatic pesticides to the waters of the United States require coverage under a NPDES permit. Those City employees or appropriately licensed contractors employed by the City who apply pesticides directly to waters of the United States will obtain a NPDES permit from the California State Water Quality Resources Control Board Region 2, prior to making any pesticide applications.

7.5 Best Management Practices (BMPs)

7.5.1 This section includes additional BMPs and control measures not discussed above to protect water quality. These BMPs were previously incorporated into the City of Alameda's Best Management Practices for Pesticides, Herbicides and Fertilizers Usage, utilized by Public Works, Recreation & Parks, Housing Authority and the Golf Complex. An IPM process assists in the determination of whether or not a pesticide application is necessary.

1. Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of pesticides and training of pest control advisors and applicators.
2. Use the most effective, least toxic pesticides that will do the job, provided there is a choice. The agency will take into consideration the LD₅₀, overall risk to the applicator, and impact to the environment (chronic and acute effects).
3. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides in stormwater runoff. Avoid application of pesticides if rain is expected (this does not apply to the use of pre-emergent herbicide applications when required by the label for optimal results.)
4. Employ techniques to minimize off-target application (i.e. spray drift) of pesticides, including consideration of alternative application techniques. For example, when spraying is required, increase drop size, lower application pressure, use surfactants and adjuvants, use wick application, etc.
5. Apply pesticides only when wind speeds are low.
6. Mix and apply only as much material as is necessary for treatment. Calibrate application equipment prior to and during use to ensure desired application rate.
7. Do not mix or load pesticides in application equipment adjacent to a storm drain inlet, culvert, or watercourse.
8. Properly inspect applicator equipment to prevent accidental pesticide leaks, spills and hazards to applicators and the environment.

CITY OF ALAMEDA INTEGRATED PEST MANAGEMENT POLICY
(Adopted by City Council Resolution: 6/15/10)

9. Meet local fire department and Alameda County Agricultural Commissioner storage requirements for pesticide products. Provide secondary containment for liquids if required.
10. Prepare spill kits, store the kits near pesticides, and train employees to use them.
11. Store pesticides and other chemicals indoors in a locked and posted storage unit, as per California Code of Regulations.
12. Store pesticides in labeled containers, as per California Code of Regulations.
13. Rinse empty pesticide/herbicide containers, and empty in the spray, as per California Code of Regulations.
14. Dispose of triple-rinsed empty pesticide containers according to recommendations of the Alameda County Agricultural Commissioner and the manufacturer.
15. Try to find a qualified user for any unwanted pesticides, or return to the manufacturer if unopened. If disposal is required, contact Alameda County's Household Hazard Waste Collection Program at (510) 670-6460 between 8:30 AM and 5:00 PM., Monday through Friday, to make appropriate disposal arrangements, or to recycle the material.
16. If changing pesticides or cleaning spray tanks, use tank rinse water as the product, over a targeted area within the application site.
17. Irrigate slowly to prevent runoff, and do not over-water.

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**City of Alameda Pest Management Contractor Checklist:
Pest Management Options Considerations**

Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property. Please provide a written explanation in each section below of why the specific pest management option is not appropriate:

(1) No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)

Comment: _____

(2) Physical or mechanical controls (e.g. hand labor, mowing, exclusion)

Comment: _____

(3) Cultural controls (e.g. mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area)

Comment: _____

(4) Biological controls (e.g., natural enemies or predators)

Comment: _____

(5) Reduced-risk chemical controls (e.g., soaps or oils)

Comment: _____

**City of Alameda Pest Management Contractor Checklist:
Pest Management Options Considerations**

(6) Other chemical controls

Comment: _____

Contractor Representative

Print Name

Date

City Contractor