

## REQUEST FOR PROPOSALS

### On Call Maintenance and Repair Services for Municipal Street, Park Pathway and Parking Lot Lighting Systems

CITY OF ALAMEDA, CALIFORNIA



Issued: April 10, 2023

Submittal Deadline: May 3, 2023

CITY OF ALAMEDA  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
Attn: Mike Magaro

**CITY OF ALAMEDA  
REQUEST FOR PROPOSALS**

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**REQUEST FOR PROPOSALS**  
**On Call Maintenance and Repair Services for Municipal Street, Park Pathway**  
**and Parking Lot Lighting Systems**

**I. INTRODUCTION AND BACKGROUND**

The City of Alameda invites proposals for the On Call Maintenance and Repair Services for Municipal Street, Park Pathway and Parking Lot Lighting Systems

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.

**II. SCOPE OF SERVICES**

The City is responsible for operation and maintenance of an estimated 7,500 street, park pathway and parking lot lights. The Public Works Department is looking for a contractor to assist with as-needed, scheduled and emergency repair work to the lighting systems. In addition, the Recreation and Parks Department is seeking as-needed repair work to stadium and ballfield lighting systems and other accessory lighting. The term of the contract is 5 years with the first year's funding estimated at \$275,000 for Public Works support and an additional \$38,000 for Recreation and Parks Department support. The contract will include a negotiated and agreed upon cost inflator.

The selected Contractor shall furnish all tools, equipment, transportation, labor, and materials to perform all work authorized under this agreement. For certain work, the City will provide parts otherwise the Contractor shall provide parts. All work performed and equipment and parts supplied by the Contractor shall be subject to inspection and approval of the Public Works Director or designee. Failure to pass inspection on any maintenance, repair, or service item shall result in non-payment for that item until such time that the Contractor can present the item to the City in an acceptable form. All work must be performed in accordance with the Project Specifications contained in Appendix A.

***Scheduled Repair Services.*** This work consists of maintenance and repair requests that are scheduled in advance. Examples include, but are not limited to, major equipment repair/replacement, replacement of knockdowns, major rewiring, new or replacement foundations and general repair of streetlights and other lighting. Scheduled maintenance and repair requests made on a regular basis shall be responded to within ten (10) working days of notification. In no event will scheduled repair service be considered overtime without prior approval of the Public Works Director or their designee.

**Emergency Repair Services.** Work in this category is considered to be a safety concern and shall be performed by the Contractor at the direction of the Public Works Director or their designee. An example situation that would require an emergency response is a vehicular accident site response where work may include disconnection of power, securing site for public safety, maneuvering damaged pole(s), clearing of glass and debris and collecting City equipment. Contractor may need to coordinate in the field with Police Dispatch and Alameda Municipal Power. The following day, the City and Contractor can agree on extent of the permanent and scheduled maintenance response. When notified by the City to respond to an emergency situation, the Contractor shall be at the site in one (1) hour or less from the time of notification. The Contractor shall maintain a local telephone number where contact can be made twenty-four (24) hours per day. The Contractor shall furnish labor rates for performing emergency work during normal working hours and during weekends, holidays, or other off-hours.

### **III. PROPOSER QUALIFICATIONS**

The Contractor shall possess and maintain active, valid Class C-10, C-31 and Class A Contractor's license from the State of California. Contractor shall obtain a City of Alameda business license no later than 10 days after entering into an agreement for services.

In addition Contractor must have at least 5 years' experience performing similar work for public entities.

### **IV. 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 Services, and a description of Proposers' shop and storage facilities intended to support the City.
- b) 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.

- c) A statement as to whether the Proposer, either presently or in the past, was involved in any litigation, bankruptcy, or reorganization for any reason. If so, please provide dates and resolution. A statement as to whether the Proposer or any officer or employee of the company who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances.

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 B**. 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 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.

4. **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.

**V. PROPOSAL FORMAT AND SUBMITTAL**

Proposers shall submit a Portable Document File (PDF) proposal via email only with “**City of Alameda – On Call Maintenance and Repair Services for Municipal Street, Park Pathway and Parking Lot Lighting Systems**” in the email subject line. Proposals shall be submitted via email to:

Mike Magaro, Public Works Supervisor  
[mmagaro@alamedaca.gov](mailto:mmagaro@alamedaca.gov)

**Proposals must be received by 2:00 PM on May 3, 2023.** Late proposals will not be considered. The City assumes no responsibility for delays caused by delivery service. Any Proposal received prior to 2 PM on May 3, 2023 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.

## **VI. SELECTION PROCESS**

After review of the submitted proposals, the City may invite some or all proposers to present their qualifications 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.

**VII. 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.

<b>Anticipated Schedule for Selection</b>	
Issuance of Request for Proposals:	April 10, 2023
Deadline to submit Proposals:	May 3, 2023 @ 2 PM
Contract Award (Anticipated):	July 5, 2023

## **VIII. 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.

## **IX. 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:

Mike Magaro, Public Works Supervisor: [mmagaro@alamedaca.gov](mailto:mmagaro@alamedaca.gov)

Questions must be by written email and received by April 28, 2023

Appendix A. Project Specifications  
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Systems

- I. These specifications are essential parts of the contract, and are binding requirements.
- II. Contractor shall have adequate shop and storage facilities within thirty (30) miles of the City limits of Alameda, with staff, material and equipment necessary to perform all routine maintenance and perform temporary repair of accident damage. Shop and storage facilities, if located in Alameda, must be located in an area appropriately zoned for this use. Contractor to provide location address with RFP response submittal.
- III. Contractor shall provide all equipment, trained personnel and supplies necessary to provide the services specified in this RFP. The Contractor shall employ competent, experienced streetlight technicians qualified in repair or trouble detection of the City's lighting equipment.
- IV. MEETINGS. As part of this work, the Contractor shall be available to meet, when deemed necessary, with City staff at a mutually agreed upon time and place to review maintenance activities, operational and timing activities, pending work, estimates, work quality, and any items related to Contractor's work under this contract.
- V. CONTRACT LIASON. The Contractor shall designate a qualified company representative who shall be employed on a full-time basis to coordinate all work performed and act as the liaison between the Contractor and the City. This representative will be selected by the Contractor and shall be approved by the City, which approval shall not be unreasonably withheld.
- VI. CONTRACTOR KNOWLEDGE. The Contractor shall be knowledgeable of matters pertaining to streetlights such as energy efficiency, light pollutions and applicable ordinances, types of lighting and their applications and the latest technology as well as applicable municipal and financial processes in the State of California.
- VII. CONTRACTOR EXPERIENCE. The Contractor shall be established and in place to perform this contract with a minimum of five (5) years of related experience.
- VIII. EMERGENCY CALLS. The Contractor shall have an answering service available to receive emergency calls from the City twenty-four (24) hours per day, including holidays, for the term of the contract.
- IX. LICENSES. The Contractor shall possess an active, valid Class C-10, C-31 and Class A Contractor's license from the State of California. Contractor shall obtain a City of Alameda business license no later than 10 days after entering into an agreement for services.
- X. SAFETY PROVISIONS. The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Occupational Safety and Health of the Industrial Relations Department (CAL-OSHA).
- XI. PREVAILING WAGE. The successful contractor will be required to pay the prevailing wage rates in effect on the date this Request for Proposals was first published, pursuant to California law, including California Labor Code sections 1720 through 1861. General prevailing wage rates in Alameda County

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are on file with the Department of Industrial Relations, and shall be made available to any interested party upon request.

- XII. ALAMEDA MUNICIPAL POWER. The City's electrical utility provider is Alameda Municipal Power. City responsibility for streetlights begin at the connection point to the overhead secondary line or in an Alameda Municipal Power owned junction box in the case of underground fed lights. Only Alameda Municipal Power (AMP) personnel may connect/disconnect feeds at the point of attachment and it is the responsibility of any Contractor to make that coordination with Public Works.
- XIII. INSPECTION. The Public Works Director or his designee shall have access at all times to work completed or in progress and shall be furnished with all reasonable means and facilities for ascertaining the progress of work and the quality of the materials used. All work performed and all materials furnished shall be subject to the Public Works Director or his designee's inspection and approval. Any item not meeting the Public Works Director or his designee's complete satisfaction shall be replaced immediately. Inspection of work shall not relieve the Contractor of any obligation to fulfill the contract as prescribed. Defective work or materials shall be made good, and unsuitable material may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously inspected by the Public Works Director or his designee and accepted.
- XIV. MATERIALS. The Contractor shall submit to the City for approval a list of proposed materials to be used for this contract.
- XV. EQUIPMENT. The Contractor shall provide a bucket truck with the capability of safely servicing poles up to 40 feet in height. When required, the Contractor shall supply a truck mounted auger sufficient for setting new poles. Current OSHA certifications for the boom and bucket truck shall be provided to the City prior to the start of the contract and resubmitted on an annual basis. The vehicle and crew must be capable of drilling a hole and setting wooden, metal, or fiberglass streetlight poles as may be required periodically.
- XVI. STORAGE OF EQUIPMENT ON STREET / ROADWAY. No storage of construction equipment or debris is permitted on the street outside of working hours.
- XVII. PUBLIC SAFETY. The Contractor shall so conduct operations as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary or as required by the Public Works Director to give adequate warning to the public at all times that the work is in progress and of any dangerous conditions to be encountered as a result of the work or of the presence of the Contractor's equipment or machinery. The Contractor shall furnish, install and maintain such facilities as barricades, traffic signs, and flagmen, as may be necessary to advise the public of construction hazards and to control traffic. All traffic control equipment must be compliance per California Manual of Uniform Traffic Control Devices (MUTCD), Current Edition.

The Contractor shall have an approved Traffic Control Plan prior to commencing non-emergency work on any major arterial road. Contractor shall submit subsequent additions to the Traffic Control Plan in a timely manner to allow for the Public Works Director's review and shall be in conformance with Caltrans regulations and guidelines. On major arterials, lane closures shall be avoided on weekdays

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between 7:00 a.m. and 9:00 a.m. and between 3:00 p.m. and 6:00 p.m., unless approved in advance by the Public Works Director or his designee. Emergency repairs shall be made whenever required and are not subject to the aforementioned time restrictions.

At least 72 hours prior to beginning work on a section of street, curb or sidewalk that will affect use of the parking lane, the Contractor shall notify, by approved "No Parking - Tow Away" signs on barricades, all affected property owners, residents, businesses and agencies adjacent to that section of street. The "No-Parking" signs shall state the days, dates, and hours of parking lane closure, and shall be placed along the street on each side at no more than 50 feet spacing. The Contractor shall notify the Engineer at least one (1) working day in advance of the intent to post No-Parking signs, so that the timely posting can be verified by the Inspector. The Contractor is permitted to list up to one (1) working day before and one (1) working day after the scheduled days of work, as shown in the latest approved schedule on signs, in order to bracket the approved scheduled date of work. The Contractor shall remove the "No Parking" signs as soon as the parking lane is re-opened to parking.

If the Contractor is unable to meet the scheduled and noticed time for the work, the Contractor shall immediately notify the Public Works Director and remove the posted "No-Parking" signs. The Contractor shall submit a new scheduling request in writing to the Engineer. Upon written approval of the Engineer, the Contractor shall post signs at least 72 hours prior to beginning work per the revised schedule.

Contractor must comply with ADA requirements, by providing pedestrian access on the sidewalk and crosswalk during construction.

XVIII. UTILITIES. The location of railroad tracks, utility facilities and other structures shall be the responsibility of the Contractor. The Contractor shall contact the owners of those tracks, facilities and structures for any information that may be required. The Contractor shall contact Underground Services Alert (USA) at 800-642-2444 forty-eight (48) hours prior to commencement of work.

Where existing sewers and storm drains cross or interfere in any way with construction under this contract, they shall be left in place and the Contractor shall work around them, or where feasible and practical, the Contractor may, with the permission of the City Engineer, remove and replace them at his/her own expense. Precautions shall be exercised to provide bearing under existing sewer lines so encountered to preclude settlement during or after the term of the contract. In the event that some of these sewers are abandoned, they may, with the permission of the City Engineer, be removed and not replaced. The Contractor shall provide submittals for the Engineer's review and approval for supporting utilities.

The owners of pipes, wires, conduits, vaults and other utilities (other than sewers) located in the City streets which could conflict with the proposed work will be notified by the City Engineer to remove or adjust the same, without cost to the Contractor, to such extent as will allow the prosecution of the work described herein according to the necessities thereof and in accordance with these specifications. Wherever and whenever the Contractor anticipates working in an area from which utilities must be removed at the expense of others, he/she shall notify the City Engineer sufficiently in advance (a minimum of ten (10) working days) to permit the owners thereof to rearrange or

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abandon such utilities, and he/she shall cooperate with the owners thereof in the performance of the work under this contract.

The work will be so prosecuted that a minimum of damage will result to utility services. In the event that utility services are damaged or interrupted, the Contractor shall immediately, at his/her own expense, restore such services in a manner satisfactory to the City Engineer. In the event that an interruption of utility services is sustained for a period of longer than one-half hour, it shall be the responsibility of the Contractor to notify the occupants of the premises to which said services are connected, so that no damage will accrue on or to said premises.

The Contractor shall perform all work in such manner as to prevent damage to utilities lying outside of or below a required excavation of trench area.

XIX. SOUND CONTROL REQUIREMENTS. Sound control shall conform to Section 4-10 of the Alameda Municipal Code, which prohibits weekday construction activities between 7:00 pm and 7:00 am.

XX. CONSTRUCTION SITE CONTROLS. Contractor shall submit an Erosion/Stormwater Pollution Control Plan, which includes appropriate erosion and sediment control measures to effectively prevent the entry of soil, dirt, debris and other pollutants to storm water runoff, the storm drain system, lagoons and the bay/estuary during construction. The objective of this requirement is to ensure that the City's municipal storm water Permit, the National Pollutant Discharge Elimination System (NPDES) Permit provisions and additional Regional Water Quality Control Board requirements are adequately enforced. Please refer to the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01, of the Standard Specifications and any other appropriate documents on storm water quality controls for construction. If you need assistance in checking these documents, contact the City's Clean Water Program Specialist at 510-747-7930.

Failure to comply with the above program will result in issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the Contractor.

The Contractor is responsible for ensuring that all of his/her workers and subcontractors are aware of and implement the specific stormwater quality control measures under the approved Erosion/Stormwater Pollution Control Plan.

XXI. EXISTING IMPROVEMENTS. Existing fence, lawn, or other improvements within the area of the work shall be carefully removed without damage and replaced in their present location and condition upon completion of the work, in a manner satisfactory to the City and the owner. Existing lawn shall be removed only where necessary and shall be replaced if considered by the City to be in good condition. Otherwise, the Contractor shall furnish four inches (4") of new loam and plant new lawn, all as approved by the Public Works Director. All ground surface and replaced lawn shall be left smoothly graded to the original grade. All existing irrigation system including electric wire, pipelines, sprinkler heads, damaged as a direct or indirect result of construction activity, shall be replaced by the Contractor at his/her expense at appropriate locations in a manner satisfactory to the City and the owner. Any existing improvements that are damaged or disturbed due to carelessness by the

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Contractor shall be replaced or adjusted to the satisfaction of the City. Existing fence or other improvements within the area of the work shall be carefully removed without damage and replaced in their present location and condition upon completion of the work, in a manner satisfactory to the Public Works Director and the owner. The Contractor shall not disturb or destroy any permanent survey points and/or monuments without the written consent of the City of Alameda. Any permanent survey points and/or monuments disturbed or destroyed, as a direct or indirect result of construction activity shall be replaced, to the satisfaction of the City Engineer, by a licensed surveyor at the Contractor's expense. All decorative landscaping (shrubs, plants, trees, lawn, etc.) and/or hardscaped ground surfaces (exposed aggregate, bricks and mortar, painted concrete, etc.) that are removed, damaged, or destroyed as a direct or indirect result of any work done for this project shall be replaced by the contractor at his expense and in the manner that is satisfactory to the engineer and the owner.

XXII. TREE ROOTS. Where tree roots conflict with the grade for the placement or replacement of concrete work, the Contractor shall inform the City Maintenance Division immediately. When directed by the City Maintenance Division, the Contractor shall perform the necessary root removal and trimming to a minimum depth of ten inches (10") below the proposed concrete, to prepare the site for the concrete work. All cut roots shall be properly painted with an approved root-sealing compound. The Contractor shall then proceed with the work to completion. The cost of the Contractor cutting the tree roots involved shall be included in the cost of the work. If root trimming is not allowed by the City Maintenance Division, all trees that could be damaged from equipment will require protection from physical injury. Tree trunks are to be wrapped with orange plastic construction fencing from the base up to the first branch. The plastic fencing must be wrapped to a minimum thickness of 2 inches to protect from possible injury. Additional protection from larger equipment can be provided by strapping 2x4 boards over the orange fencing on the side of the tree where there is a potential for injury. When trenching is undertaken, the size of the equipment may require that upper scaffold stems are also wrapped and protected. Hand digging is the only acceptable method for excavating the soil within five feet of the base of trees.

XXIII. RECONSTRUCT PORTLAND CEMENT CONCRETE (PCC) AND ASPHALT CONCRETE (AC): Portland Cement concrete (PCC) and asphalt concrete (AC) removed and replaced for curb, gutter, sidewalk, residential and commercial driveways and approaches, and streets shall be reconstructed in accordance with Caltrans Specifications and Standard Drawings, current editions, for Concrete Curbs and Sidewalks and for Asphalt Concrete.

Construct PCC and AC as follows, unless otherwise noted:

- a. Sidewalks and curb ramps
  - i. PCC thickness - three inches
  - ii. Sidewalk Width – match existing, but widen if required to meet minimum three feet clearance around signs, utilities, trees, and street lights
  - iii. Cross slope – 1.5% where possible, but match existing cross slopes at adjoining sidewalk
  - iv. Curb ramp width, slopes, truncated domes – per Caltrans Standard Drawings
  - v. Stamp corner of work with Contractor's name and date
- b. Driveways and their approaches
  - i. PCC residential driveway thickness - four inches
  - ii. PCC commercial driveway thickness – six inches

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- iii. Width – match existing, but widen if required to meet minimum 8.5 feet width, not including wings
- c. Gutters
  - i. PCC thickness - eight inches
  - ii. PCC Pan Width – eighteen inches minimum, but construct wider if needed to match existing PCC gutter pan width
  - iii. At Engineer’s discretion, if existing curb was built without a PCC gutter, new curb may be reconstructed without a PCC gutter
  - iv. New flowline shall drain and be free of bird baths
- d. Curbs
  - i. PCC width across top – six inches
  - ii. Height – for short stretches and driveways, match existing
  - iii. Height – for longer stretches, minimum three inches, maximum eight inches
  - iv. Curb tops shall match elevation of abutting sidewalks, ramps, and aprons.
  - v. Replace existing weep holes and sump pump outlet pipes
- e. AC street adjoining PCC work
  - i. Fill trench up to limits of AC with base material
  - ii. AC thickness – four inches or existing pavement thickness, whichever is thicker
- f. Trenches in street
  - i. Fill trench up to limits of base with approved compacted backfill
  - ii. Install eighteen inches aggregate base to bottom of existing AC or 4 inches below the surface, whichever is thicker.
  - iii. After installing base, saw cut or grind and remove a swath of existing AC twelve inches wider on each side of trench, by four inches deep or the full depth of the existing AC, whichever is thicker, then install new AC full width of swath.
- g. Utility boxes
  - i. Box rims and lids shall be flush with surrounding sidewalk
  - ii. Boxes shall not be allowed in curb ramps

Existing PCC and AC shall be saw cut and reconstructed to the limits shown on plan and established in the City. Existing subgrade below proposed PCC shall be free of exposed roots. All PCC constructed shall be given the same surface finish as the surrounding PCC. PCC shall include 1.5 pounds of lamp black per cubic yard of concrete. PCC replacements shall extend to the nearest score-mark or as directed by the engineer or his representative. Damage to existing PCC and AC beyond the limits shown on the plans, or reconstruction required by the Engineer, caused by carelessness or inefficiency of the Contractor, shall be repaired or replaced at the Contractor’s expense. Street trees, irrigation, and utilities shall be protected from construction damage to the satisfaction of the Engineer.

The name of the Contractor and the year the work is performed shall be stamped upon both ends of each single piece of any concrete work, as called for by Section No. 22-5.3 of the Municipal Code.

- XXIV. DEFECTIVE WORK. All work, which is determined by the Public Works Director or his designee to be defective in its construction or is deficient in any way, shall be remedied or removed by the Contractor at his expense in a manner acceptable to the City.

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- XXV. WARRANTY SERVICE. For any parts supplied by the Contractor, Contractor shall be responsible for making contact between the equipment manufacturer under warranty. The Contractor shall notify the City of any undue delays in response due to the manufacturer or installing contractor and provide details of each incident.
- XXVI. FINAL GUARANTEE. It is understood that the Contractor is skilled in the trade or calling necessary to perform the work set forth within the plans and specifications, and that the City of Alameda, not being skilled in such matters, relies upon the Contractor to do and perform all work, acts, and things necessary to carry out the contract in the most skilled and desirable manner, and the Contractor guarantees the workmanship and materials to be the best of their kind. The Contractor shall be held responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising from or discovered in any part of the contract work within one year of the completion and acceptance of the same.
- XXVII. UNAUTHORIZED WORK. The Contractor shall promptly report to the Public Works Director or his designee observations of any unauthorized work being done by others upon the City's equipment being maintained by the Contractor. The Contractor shall also report observations or any work in progress which may endanger or damage the equipment of the lighting system.
- XXVIII. WASTE DISPOSAL. The Contractor is responsible for the proper disposal of all waste materials generated in the performance of this contract. All hazardous material will be disposed of in accordance with applicable laws and regulations. Appropriate records shall be maintained and available for inspection by the City within two (2) business days.
- XXIX. RECYCLING OF CONCRETE AND ASPHALT MATERIALS. The Contractor shall dispose of at least 80% of the removed concrete, rock, brick, asphalt or other similar materials to an approved materials recycling location other than a landfill. The 80% shall be determined by weight of materials. All disposal and recycling weight/receipt tags shall be submitted to the City. The Contractor shall submit a request, along with proof in writing, to the City of the Contractor's inability to comply with this requirement.
- XXX. CLEAN AIR ACT OF 1970, ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED BY THE CLEAN WATER ACT OF 1977. The Contractor agrees to comply with federal clean air and water standards during the performance of this contract and specifically agrees to the following:
- The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased, or supervised by the Contractor and the subcontractors for the construction, supply and service contracts entered into by the Contractor;
  - Any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20;
  - In the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated, or suspended in whole or in part;
  - It will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;



## On Call Maintenance and Repair Services for Municipal Street, Park Pathway and Parking Lot Lighting Systems

- It will promptly notify the Government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;
- It will include the provisions of Paragraph a. through g. in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Acts above (40 CFR, Part 15.5), so that such provisions will be binding on each subcontractor or vendor;

In the event that the Contractor or the subcontractor for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5 (a), the exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The Contractor shall notify the Government, as soon as the Contractor's or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

- XXXI. ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIRES CONTRACTORS TO BECOME CERTIFIED LEAD RENOVATORS. All contractors who perform renovation, repair, or painting projects that may disturb lead paint to be Lead RRP Certified. The Certified Lead Renovator Training Course is now available at [www.cleanedison.com](http://www.cleanedison.com). The EPA's new requirement will affect most contractors conducting common renovation and repair work activities since demolition, deconstruction, sanding, and cutting can generate hazardous lead dust and chips by disturbing lead-based paint. This lead contamination has been proven harmful to both adults and children. To protect against these risks, the EPA is now requiring that all contractors be enrolled in the Lead RRP-Certification by September 30, 2010 in order to perform renovation, repair and painting projects in homes, rental facilities, child-occupied facilities, and schools built before 1978. For any contractor performing this work without the Lead RRP Certification, the EPA may seek penalties of up to \$37,500 per violation, per day.
- XXXII. HOLIDAYS. For non-emergency work, contractor shall not work during City holidays. Annual City Holidays are posted on the City website each year. <https://www.alamedaca.gov/Departments/Administration/Human-Resources>
- XXXIII. LAWS TO BE OBSERVED. The Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
- XXXIV. RESPONSIBILITY OF CITY. The City of Alameda, its officers, employees and agents shall not be answerable or accountable in any manner for any loss or damage to the work or any part thereof, nor to any material or equipment used in performing the work, nor for injury or damage to any person or persons, either workers or the public, nor for damage to adjoining property from any cause whatsoever during the progress of the work nor at any time before final acceptance.

Appendix A. Project Specifications  
On Call Maintenance and Repair Services for Municipal Street, Park Pathway and Parking Lot Lighting  
Systems

- XXXV. PERSONAL LIABILITY. Neither the City Council, City Manager, the City Engineer, nor any other City officer, authorized assistant or agent shall be personally responsible for any liability arising under this contract.
- XXXVI. CODES AND STANDARDS. The work to be performed must meet all applicable laws and codes, whether Federal, State or local, and adhere to project specifications contained herein. The following specific standards apply:
- City of Alameda Details:  
[https://www.alamedaca.gov/files/content/public/departments/public-works-department/coa\\_standardplans\\_dec2021.pdf](https://www.alamedaca.gov/files/content/public/departments/public-works-department/coa_standardplans_dec2021.pdf)
  - National Electric Code, current edition
  - Electrical Code of the City of Alameda, City of Alameda Municipal Code Article 13-4
  - All Traffic Control Plans must be in conformance with current Caltrans regulations and guidelines.
  - California Manual of Uniform Traffic Control Devices (MUTCD), Current Edition
- XXXVII. DOCUMENTATION AND REPORTING. The Contractor shall document all work performed and submit with their invoice a monthly report itemizing the work performed in the previous month.

## **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 [STATE corporation, LLC, LP, GP, or sole proprietor/individual], whose address is ADDRESS (“**Provider**”), 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: On Call Maintenance and Repair Services for Municipal Street, Park Pathway and Parking Lot Lighting Systems. City staff issued an RFP 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.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on \_\_\_\_\_.
- E. 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 July 2023, and shall terminate on the 30<sup>th</sup> of June 2028, unless terminated earlier as set forth herein.

**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 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference.

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 23-24 total compensation shall not exceed \$275,170

FY 24-25 total compensation shall not exceed \$283,425

FY 25-26 total compensation shall not exceed \$291,927

FY 26-27 total compensation shall not exceed \$300,684

FY 27-28 total compensation shall not exceed \$309,704

Total five-year compensation shall not exceed **\$1,460,910**

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

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by 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.

**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. 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 Indemnities shall expressly survive the expiration or early termination of this Agreement.

**10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with 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

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(S):

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.

**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. 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**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of 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.

c. 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  
Public Works  
950 W Mall Square, Suite 110  
Alameda, CA 94501  
ATTENTION: Mike Magaro, Public Works Supervisor  
Ph: (510) 747-7921

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  
Public Works  
950 W Mall Square, Suite 110  
Alameda, CA 94501  
ATTENTION: Jeanette Navarro, Engineering Office Assistant  
Ph: (510) 747-7932 / Email: [jnavarro@alamedaca.gov](mailto:jnavarro@alamedaca.gov)

**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 of 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.

**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 30, 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. 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.

**27. 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.

**28. 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.

**29. 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.

**[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

\_\_\_\_\_  
Jennifer Ott  
City Manager

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
Erin Smith  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
Len Aslanian  
Assistant City Attorney

# SAMPLE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda  
2263 Santa Clara Avenue  
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:	

SCHEDULE

**SAMPLE**

Name of Person or Organization:  
City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501-7558

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

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

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.



**SCHEDULED MAINTENANCE SERVICES**

Items specified in Table 1 will be paid for on a per-incident basis at the unit price. The contract unit price shall include labor, materials, equipment, debris removal, traffic control, incidentals, and any other overhead necessary to perform the work described in accordance with the Project Specifications.

And scheduled work without a defined unit cost will be paid for on an hourly basis, as listed in Table 2, plus materials with standard markup. All scheduled maintenance services must be pre-approved by the City. Scheduled maintenance and repair requests shall be responded to within seven (7) working days of notification, unless otherwise agreed upon by the City.

**Table 1. Scheduled Maintenance**

Description	Unit	Unit Price
“Replace Foundation” includes the removal and disposal of an existing streetlight foundation, typically after an accidental knockdown; and the furnishing and installation of a new precast or poured in place concrete streetlight foundation as specified for the type of streetlight, complete and in place. This item includes all excavation and backfill needed to perform this work.	Each	\$
“Reset Existing Foundation” includes the removal and resetting to plumb of an existing streetlight foundation, typically after an accidental knockdown. This item includes all excavation and backfill needed to perform this work.	Each	\$
"Reestablish Direct Burial" pole. This item includes all excavation and backfill needed to perform this work.	Each	\$

**Table 2. Scheduled Maintenance Hourly Rates**

Equipment / Personnel	Hourly Rate During Business Hours <sup>1</sup>	Hourly Rate During Non-Business Hours
Service Truck		
Air Compressor		
Crane Truck		
Bucket/Aerial Lift Truck		
Field Technician – Supervisor		
Laborer		
<i>Add other items, as applicable</i>		

1. Business Hours are 7 AM to 5 PM, Monday through Friday, excluding holidays.

**EMERGENCY MAINTENANCE SERVICES**

Response time for emergency maintenance services is 1-hour from notification and includes, but is not limited to, disconnection of power, securing site for public safety, maneuvering damaged pole(s), clearing broken glass and collecting City equipment. The following day, the City and Contractor can agree on extent and schedule for the permanent repair work. Scheduled Maintenance Rates would then apply for that subsequent work. A complete description of this service type is defined in the Scope for Services. Hourly rates for labor and equipment shall be inclusive of debris removal/hauling/disposal, traffic control, incidentals, and any other overhead necessary.

**Table 2. Emergency Maintenance Work Hourly Rates<sup>1</sup>**

Equipment / Personnel	Hourly Rate During Business Hours <sup>1</sup>	Hourly Rate During Non-Business Hours <sup>2</sup>
Service Truck		
Air Compressor		
Crane Truck		
Bucket/Aerial Lift Truck		
Field Technician – Supervisor		
Laborer		
<i>Add other items, as applicable</i>		

Standard Material Markup Rate: \_\_\_\_\_