REQUEST FOR PROPOSALS

The Public Works Department is seeking proposals for Cleaning, Servicing and Repairs of City Bus Shelters (Various Locations)

CITY OF ALAMEDA, CALIFORNIA



Issued: May 25, 2023

Submittal Deadline: 2:00 PM on June 9, 2023

to

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

Attn: Mike Billington, Facilities Manager

CITY OF ALAMEDA REQUEST FOR PROPOSALS

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REQUEST FOR PROPOSALS

Cleaning, Servicing and Repairs of City Bus Shelters (Various Locations)

I. INTRODUCTION AND BACKGROUND

The City of Alameda invites proposals for the Cleaning, Servicing and Repairs of City Bus Shelters (Various Locations).

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 purpose of this contract is to provide Cleaning, Maintenance and Repairs of City Bus Shelters (various locations). The Contractor is required to examine carefully the bus shelter sites and the proposal, specifications and contract forms for the work contemplated, and it will be assumed that the proposer has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the contract. The scope of services contained in **Appendix A** will be referenced and incorporated to the awarded contract for services. The term of the contract will be 5 years. The project is subject to prevailing wage requirements pursuant to State law.

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 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 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.
- d) 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, labeled as Appendix B 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 Appendix C of the submitted proposal.

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.

IV. PROPOSAL FORMAT

Proposers shall submit a Portable Document File (PDF) proposal via email only with the following in the subject line of that email: "City of Alameda- Cleaning, Servicing and Repairs of City Bus Shelters (Various Locations)". Proposals shall be submitted to:

Mike Billington, Facilities Manager mbillington@alamedaca.gov

Proposals must be received by 2:00 PM on June 9, 2023. Late proposals will not be considered. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt. Any Proposal received prior to June 9, 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.

V. <u>SELECTION PROCESS</u>

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 (20%)

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 (35%)

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. <u>SELECTION TIMELINE</u>

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:	May 25 ,2023	
Deadline to submit Proposals:	June 9, 2023	
Interviews (if deemed required):	June 13, 2023	
Contract Award (Anticipated):	July 18, 2023	

VII. GENERAL CONDITIONS

- 1. <u>Nondiscrimination:</u> 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.
- 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. <u>Signatures and Declarations:</u> 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. <u>City's Right to Waive:</u> 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. <u>City's Right to Modify the RFP:</u> 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. <u>City's Right to Suspend or Cancel the RFP:</u> 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. <u>City's Right to Reject Any Proposal:</u> 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. <u>City's Right to Extend RFP Deadlines:</u> 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. <u>Cost of Proposals:</u> 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. <u>Liability for RFP Errors:</u> Applicants are solely responsible for all errors and omissions contained in their responses to the RFP.
- 11. <u>Proposals Property of City:</u> 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. <u>Oral and Written Explanations:</u> 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. <u>Public Record:</u> 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/Bidon-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 Billington, mbillington@alamedaca.gov. Questions must be by written email and received by June 5, 2023.

Appendix A Scope of Services

Scope of Services

Cleaning, Servicing and Repairs of City Bus Shelters (Various Locations)

- A. <u>WORK TO BE DONE</u>. Service Provider will provide labor, materials, services, skills, supervision, and necessary tools and equipment to insure that each Bus Shelter and a ten-foot perimeter will be free of litter, graffiti, and any unsightly upkeep, which discourages public transportation use. Service Provider shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Service Provider hereby warrants that all services shall be performed in a timely and first-class workmanlike manner. Service Provider shall keep the property free and clear at all times of litter and interferences. Service Provider shall provide the following services within the boundaries of each facility:
 - 1. MAINTENANCE SERVICES The following maintenance services will be provided to the identified bus shelters within the City of Alameda two times per week.
 - a. Task 1 Graffiti abatement will be done on a weekly basis as directed by the Public Works Supervisor. The abatement is to take part within 48 hours of request. Acceptable methods are: using a graffiti removal aerosol, gel or scrub, which will not remove the structure's paint, imbed into the poly or glass panels. Heat pressure washer targeting the subject vandalism. Painting over the vandalism matching the original painted surface. No alterations of color or painting a non-painted surface are accepted.
 - b. Task 2 Standard Trash Removal: Trash removal to be done within a ten-foot radius of the shelter including sticky spills, transmittable stains or slough.
 - i. Trash Can Liners: The removal and replacement of trash liners with the debris at subject sites. All litter is to be transported and disposed of appropriately. Containers are to be kept clean and properly placed. All hazards are to be reported to the Public Works Supervisor immediately for mitigation.
 - MAINTENANCE SERVICES The following maintenance services will be provided to the identified shelters within the City of Alameda approximately 8 per year, with a specific schedule to be approved by the City.
 - a. Task 3 Wipe off and clean shelter including benches and all visible surface areas. Remove webs, stains and all irregularities, which discourage public transportation use.
 - 3. MAINTENANCE SERVICES The following maintenance services will be provided to the identified shelters within the City of Alameda approximately four times per year, with a specific schedule to be approved by the City.
 - a. Task 4 Pressure wash shelters in its entirety addressing grit, silt, tree sap and all hard to remove graffiti stains. The pressure process shall not peel or remove the paint or cause damage to the rapid transit route posters. No run-off of water will

Scope of Services

breach into the storm water system. All potential slip risks will be eliminated. A posted notice of 72 hours will be practice prior to the pressure cleaning. Hot water is preferred but a biodegradable solute can be used with a pressure washer operating pressure of 2,000 psi at the nozzle.

- MAINTENANCE SERVICES The following maintenance services will be provided to any bus shelter within the City of Alameda on an as needed basis when requested by the City of Alameda.
 - a. Task 5 Replace panel/glass installation, City will furnish materials or cover the costs for purchase of required materials. No tools or other equipment are subject to this agreement. Other maintenance items will be negotiated between the City and Service Provider prior to initiation of work, and will be performed on a time and material basis based on submitted hourly rates.
 - b. Task 6- Remove existing and install bus shelter schedules behind security glass at specified bus shelters.
 - c. Task 7 -On Call pressure washing for urgent situations. Provider must be able to pressure wash within 24 hours of request during business hours.

Emergency Calls

On occasion the City of Alameda may request the Service Provider perform corrective, emergency service that is outside the scope of routine service activities. Emergency service will be requested verbally or in writing when the safety of the public or employees may imminently be threatened.

List of Bus Shelter Locations (one shelter at each location)

- 1. SB High Street and Encinal Avenue
- 2. SB High Street and Encinal Avenue
- 3. NB Park Street and Otis Drive
- 4. NB Park Street and Encinal Avenue
- 5. SB Park Street and Encinal Avenue
- 6. NB Park Street and Santa Clara Avenue
- 7. SB Park Street and Santa Clara Avenue
- 8. EB Santa Clara Avenue and Park Street
- 9. WB Santa Clara Avenue and Park Street
- 10.WB Santa Clara Avenue and Oak Street
- 11.EB Santa Clara Avenue and Oak Street
- 12.SB High Street and Encinal Avenue
- 13.SB High Street and Encinal Avenue
- 14.NB Park Street and Otis Drive
- 15.NB Park Street and Encinal Avenue
- 16.SB Park Street and Encinal Avenue
- 17.NB Park Street and Santa Clara Avenue
- 18.SB Park Street and Santa Clara Avenue
- 19.EB Santa Clara Avenue and Park Street

21.WB Santa Clara Avenue and Oak Street22.EB Santa Clara Avenue and Oak Street23.WB Santa Clara Avenue and Walnut Street24.WB Santa Clara Avenue Willow Street

20.WB Santa Clara Avenue and Park Street

25.WB Santa Clara Avenue and Chestnut Street

26.EB Santa Clara Avenue and Chestnut Street

27.WB Santa Clara Avenue and Grand Street

28.WB Santa Clara Avenue and Stanton Street

29.WB Santa Clara Avenue and Bay Street

30.EB Santa Clara Avenue and Bay Street 31.WB Santa Clara Avenue & Ninth Street

32.EB Santa Clara Avenue and Ninth Street

33.EB Santa Clara Avenue and Eighth Street

34.WB Atlantic Avenue and Constitution Way

35.SB Main Street and Atlantic Avenue

36.EB W. Midway Avenue and Pan Am Way

37.NB Webster Avenue and Central Avenue
38.NB Webster Avenue and Santa Clara Avenue

39.SB Webster Avenue and Santa Clara Avenue
40.EB Santa Clara Avenue and Webster Street
41.NB Webster Avenue and Lincoln Avenue
42.SB Webster Avenue and Lincoln Avenue
43.NB Webster Avenue and Buena Vista Avenue
44.SB Webster Avenue and Buena Vista Avenue
45.NB Webster Avenue and Atlantic Avenue
46.SB Webster Avenue and Atlantic Avenue
47.SB Webster Street at Stargell Avenue

48.NB Webster Street at Stargell Avenue 49.NB Blanding Avenue and Broadway 50.Shore Line Drive and Kitty Hawk Road 51.Shore Line Drive and Grand Street 52.Marina Village Parkway 53.1000 Marina Village Parkway 54.1250 Marina Village Parkway 55.2020 Challenger Drive

Appendix B Standard Agreement and Insurance Requirements

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (" Agreement ") is entered into this day of 2023 (" 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 for Cleaning, Servicing and Repairs of City Bus Shelters (Various Locations). City staff issued an RFP on May 25, 2023 and after a submittal period of fifteen 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 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. [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 Cleaning, Servicing and Repairs of City Bus Shelters (Various Locations), 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. <u>TERM</u> :
The term of this Agreement shall commence on the $___$ day of $___$ 20 $__$, and shall terminate on the $___$ day of $___$ 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. <u>SERVICES TO BE PERFORMED</u>:

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. <u>COMPENSATION TO PROVIDER:</u>

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.
 - b. Compensation for work done under this Agreement, shall not exceed as follows:

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 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. <u>INDEPENDENT PARTIES</u>:

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. <u>IMMIGRATION REFORM AND CONTROL ACT (IRCA)</u>:

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. <u>NON-DISCRIMINATION</u>:

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 INSUREDS:

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 <u>not</u> apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. <u>PERMITS AND LICENSES</u>:

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**").

7

- 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.
- 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:**

- 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.
- Each notice shall be deemed to have been received on the earlier to occur of: (x) b. 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).
- 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.
- All notices, demands, requests, or approvals from Provider to the City shall be d. addressed to the City at:

City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501

ATTENTION: Mike Billington, Facilities Manager Ph: (510) 747-7947 / Email: mbillington@alamedca.gov

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] / Email:

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

City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501

ATTENTION: Jeanette Navarro, Engineering Office Assistant

Ph: (510) 747-7932 / Email: <u>inavarro@alamedaca.gov</u>

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. <u>TERMINATION</u>:

- 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. <u>COMPLIANCE WITH ALL APPLICABLE LAWS</u>:

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. <u>DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:</u>

Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at https://efiling.dir.ca.gov/PWCR

No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: https://apps.dir.ca.gov/ecpr/das/altlogin

27. REGISTRATION OF CONTRACTORS:

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

28. PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2027.:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

- A. For the purposes of this section, the term "Claim", "Contractor", "mediation", "Public Entity" "Public works project" and "Subcontractor" shall have the meaning provided for in PCC Section 9204.
- B. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.
- C. 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.

- D. 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 PCC Section 9204(d)(1)(C).
- E. 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.
- F. 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 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 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.
- G. 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.
- H. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.

This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2027.

<u>29. CAPTIONS:</u>

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.

30. 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.

31. **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.

32. <u>CONTROLLING AGREEMENT</u>:

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.

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
NAME TITLE	RECOMMENDED FOR APPROVAL
IIILE	Erin Smith Public Works Director
	APPROVED AS TO FORM: City Attorney
	Len Aslanian Assistant City Attorney



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda 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.

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:
Named Insured:	(Authorized Representative)
Name of Person or Organization: City of Alameda 2263 Santa Clara Avenue	HEDULE
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.

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.

Appendix C Project Pricing

Project Pricing

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

Business Name				
Business Address				
City, State and Zip Code	City, State and Zip Code			
Name of Person Signing on	Name of Person Signing on Behalf of Firm			
Title of Person Signing on E	Behalf of Business:_			
Signature of Person on Beh	Signature of Person on Behalf of Firm			
Dated:		Phone		
List any Sub-Service Providers to be used in the performance of this contract:				
Name	Address	Work to be Performed		

List of Bus Shelter Locations (one shelter at each location)

1. SB High Street and Encinal Avenue

2. SB High Street and Encinal Avenue

3. NB Park Street and Otis Drive

4. NB Park Street and Encinal Avenue

5. SB Park Street and Encinal Avenue

6. NB Park Street and Santa Clara Avenue

7. SB Park Street and Santa Clara Avenue

8. EB Santa Clara Avenue and Park Street

9. WB Santa Clara Avenue and Park Street

10.WB Santa Clara Avenue and Oak Street

11.EB Santa Clara Avenue and Oak Street

12.SB High Street and Encinal Avenue

13.SB High Street and Encinal Avenue

14.NB Park Street and Otis Drive

15.NB Park Street and Encinal Avenue

16.SB Park Street and Encinal Avenue

17.NB Park Street and Santa Clara Avenue

18.SB Park Street and Santa Clara Avenue

19.EB Santa Clara Avenue and Park Street

20.WB Santa Clara Avenue and Park Street

21.WB Santa Clara Avenue and Oak Street

22.EB Santa Clara Avenue and Oak Street

23.WB Santa Clara Avenue and Walnut Street

24.WB Santa Clara Avenue Willow Street

25.WB Santa Clara Avenue and Chestnut Street

26.EB Santa Clara Avenue and Chestnut Street

27.WB Santa Clara Avenue and Grand Street

28.WB Santa Clara Avenue and Stanton Street

29.WB Santa Clara Avenue and Bay Street

30.EB Santa Clara Avenue and Bay Street

31.WB Santa Clara Avenue & Ninth Street

32.EB Santa Clara Avenue and Ninth Street

33.EB Santa Clara Avenue and Eighth Street

34.WB Atlantic Avenue and Constitution Way

35.SB Main Street and Atlantic Avenue

36.EB W. Midway Avenue and Pan Am Way

37.NB Webster Avenue and Central Avenue

38.NB Webster Avenue and Santa Clara Avenue

39.SB Webster Avenue and Santa Clara Avenue

40.EB Santa Clara Avenue and Webster Street

41.NB Webster Avenue and Lincoln Avenue

42.SB Webster Avenue and Lincoln Avenue

43.NB Webster Avenue and Buena Vista Avenue

44.SB Webster Avenue and Buena Vista Avenue

45.NB Webster Avenue and Atlantic Avenue

46.SB Webster Avenue and Atlantic Avenue

47.SB Webster Street at Stargell Avenue

48.NB Webster Street at Stargell Avenue

49.NB Blanding Avenue and Broadway

50. Shore Line Drive and Kitty Hawk Road

51. Shore Line Drive and Grand Street

52. Marina Village Parkway

53.1000 Marina Village Parkway

54.1250 Marina Village Parkway

55.2020 Challenger Drive

	Base			
Item No.	Items	Quantity	Unit Price*	Item Total
1	Graffiti Abatement - Each Tuesday & Friday	55 Shelters	\$	\$
2	Trash removal - Each Tuesday & Friday	55 Shelters	\$	\$
3	Wipe off and Clean Shelter - During First week of July, August, October, November, January, February, April, May (8 times/year)	55 Shelters	\$	\$
4	Pressure Wash - During First Week of September, December, March, June (4 times/year)	55 Shelters	\$	\$
			Total	\$

^{*}Additional shelters may be added during term of the contract. If added, this unit price will be used for additional shelters.

Alternate			
Item No.	Items	Approximately Quantity	Unit Price
5	Replace Panel Glass	As Needed	\$
6	Replace us shelter schedules behind security glass	As Needed	\$
7	Urgent Pressure Wash Request	As Needed	