

REQUEST FOR PROPOSALS

TREE MAINTENANCE
HARBOR BAY ZONE
LANDSCAPE AND LIGHTING DISTRICT 84-2

CITY OF ALAMEDA, CALIFORNIA



Issued: April 26, 2024
Submittal Deadline: May 16, 2024, at 5:00 p.m.

Submit proposals to:
Emily Antenen, Management Analyst
CITY OF ALAMEDA
Public Works Department
eantenen@alamedaca.gov

**CITY OF ALAMEDA
REQUEST FOR PROPOSALS**

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REQUEST FOR PROPOSALS
TREE MAINTENANCE: HARBOR BAY ZONE, LANDSCAPE AND LIGHTING DISTRICT 84-2

I. INTRODUCTION AND BACKGROUND

The City of Alameda invites proposals for the **Tree Maintenance: Harbor Bay Zone, Landscape and Lighting District 84-2**.

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 of Alameda ("City") is requesting proposals from qualified organizations for Tree Maintenance in the Harbor Bay Zone (Zone) of the City's Landscape and Lighting District 84-2. The Zone consists of the public landscape areas in the Harbor Bay Business Park, as well as the ferry terminal parking lot.

Attached as **Appendix A** is the Scope of Work, which includes a map showing the areas of responsibility for tree maintenance within the Harbor Bay Zone of the Landscape and Lighting District, itemized tree maintenance requirements within these areas, and the City's Landscape Maintenance Specification standards. The City's contracted landscaper will typically maintain trees up to 12 feet, however the City may request Proposers to provide additional service for these items.

The scope of work reflects the City's anticipated requirements. Proposer to review and confirm scope of work and propose any necessary amendments and/or recommended works.

If you have any questions, please contact:

Emily Antenen
Public Works Department
Alameda, CA 94501
510-747-7934
eantenen@alamedaca.gov

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 Exhibit 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 Exhibit C of the submitted proposal.

The Project Pricing sheet reflects the City's anticipated requirements in Year 1 of the contract. Proposer to review and confirm scope and propose necessary amendments and/or recommended works. Selected Provider to work with City staff to develop work program for subsequent contract years.

4. Proposed Work Plan

Proposer to supply a proposed Work Plan based on the experience and expertise in managing similar facilities. Service is anticipated to start July 17, 2024.

The Work Plan must include a Cost Schedule of service, frequency of service, associated unit pricing and an estimated itemized monthly work plan for each month within a 12-month period. The Cost Schedule may include options not itemized in any monthly work plan to allow flexibility in adding or replacing services in any given month, based on actual conditions, and should include any recommended actions for the City beyond what is tentatively included in the Scope of Work. The final Cost Schedule and monthly work plans included in the Agreement will be negotiated by the City and Proposer deemed most responsive in demonstrating their expertise and capacity to deliver the desired professional services.

5. Integrated Pest Management Policy

Appendix D of this RFP contains the City's Integrated Pest Management Policy. Please sign and date to indicate that Proposer agrees to abide by the City's pest management policy.

IV. PROPOSAL FORMAT

The Proposal, clearly marked with the project name "Tree Maintenance for the Harbor Bay Zone of Landscape and Lighting District 84-2", should be submitted by email no later than:

5:00 p.m. on May 16, 2024

Attention to Emily Antenen, Management Analyst, at the email address below. All Proposals will be considered submitted at the time date and time noted in the email transmittal. Proposals will not be accepted after the time noted above. Proposals should be addressed to:

Public Works Department
ATTN: Emily Antenen
eantenen@alamedaca.gov

Faxed, mailed or hand carried Proposals will not be accepted.

Any questions pertaining to this Request for Proposal shall be sent by May 2, 2024 at 5:00 p.m. to Emily Antenen, eantenen@alamedaca.gov and cc'd to Jeanette Navarro, jnavarro@alamedaca.gov.

Answers to questions, if any, will be posted online May 9, 2024 at:
<http://alamedaca.gov/business/bids-rfps>

V. SELECTION PROCESS

After review of the submitted proposals, the City may invite some or all proposers to present their qualifications and proposed approach or may decide to select one proposer without conducting interviews and enter into contract negotiations directly.

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 (40%)

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 (5%)

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

4. Cost of Proposal (20%)

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

5. Local Business (+5%)

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

VI. SELECTION TIMELINE

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

Anticipated Schedule for Selection	
Issuance of Request for Proposals:	April 26, 2024
Questions Due to City	May 2, 2024
Response to Questions Published	May 9, 2024
Deadline to submit Proposals:	May 16, 2024
Proposer Interview Date (Optional)	May 20-21, 2024
Contract Award (Anticipated):	July 16, 2024

VII. GENERAL CONDITIONS

1. **Nondiscrimination:** Applicants for this RFP shall not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
2. **Permits, Licenses, and Insurance:** The successful applicant for this RFP shall, at its sole expense, obtain and maintain during the term of any agreement executed pursuant to this RFP all appropriate permits, certificates, licenses, and insurance including, but not limited to, a City of Alameda Business License which may be required in connection with the performance of services hereunder.
3. **Signatures and Declarations:** Each proposal responding to this RFP must be signed on behalf of the submitting entity by an officer authorized to bind the entity to its proposal.
4. **City's Right to Waive:** The City reserves the right, in its sole discretion, to waive any immaterial irregularities in a proposal responding to this RFP or in the submission of a proposal.
5. **City's Right to Modify the RFP:** The City reserves the right, in its sole discretion, to modify this RFP should the City deem that it is in its best interests to do so. Any changes to the RFP requirements will be made by written addendum posted on the City's

website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.

6. **City's Right to Suspend or Cancel the RFP:** The City reserves the right, in its sole discretion, to suspend or cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.
7. **City's Right to Reject Any Proposal:** The City reserves the right, in its sole discretion, to reject any proposal responding to this RFP that the City determines does not satisfy the conditions set forth in this RFP, or contains false, misleading, or materially incomplete information. The City reserves the right, in its sole discretion, to reject all applicants and not to award to any applicant should the City deem that it is in its best interests to do so.
8. **City's Right to Extend RFP Deadlines:** The City reserves the right, in its sole discretion, to extend any of the deadlines listed in this RFP by written addenda should the City deem that it is in its best interests to do so.
9. **Cost of Proposals:** All costs incurred during proposal preparation or in any way associated with an applicant's preparations, submission, presentation or oral interview (if any) shall be the sole responsibility of Applicant.
10. **Liability for RFP Errors:** Applicants are solely responsible for all errors and omissions contained in their responses to the RFP.
11. **Proposals Property of City:** Upon receipt, each proposal responding to this RFP that an applicant submits to the City becomes the sole property of the City and will not be returned to the applicant.
12. **Oral and Written Explanations:** The City shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all applicants to this RFP.
13. **Public Record:** All proposals submitted to the City are subject to the California Public Records Act.

VIII. QUESTIONS

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

Any questions pertaining to this Request for Proposal shall be sent by May 2, 2024 at 5:00 p.m. to Emily Antenen, eantenen@alamedaca.gov and cc'd to Jeanette Navarro, jnavarro@alamedaca.gov.

Answers to questions, if any, will be posted online May 9, 2024 at:
<http://alamedaca.gov/business/bids-rfps>

**Appendix A – Scope of Work
Tree Maintenance Harbor Bay Zone Landscape and
Lighting District 84-2**

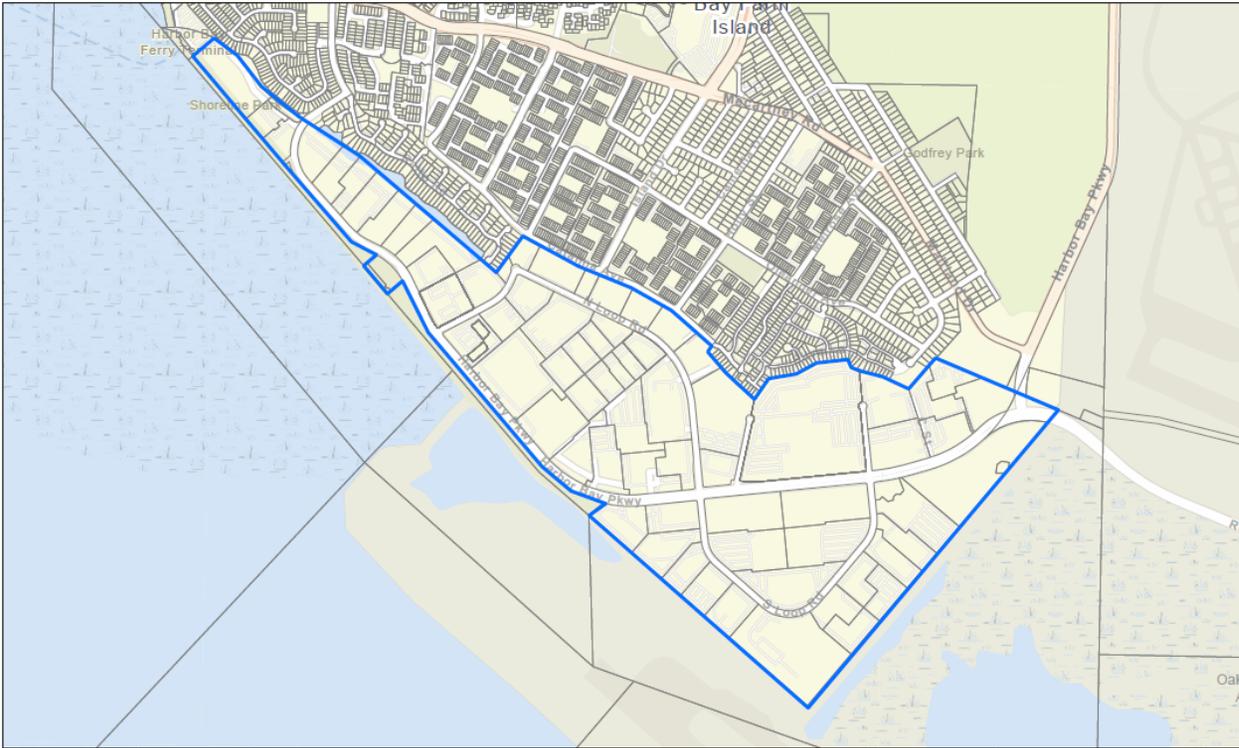
**Routine and Proactive Maintenance of Inventory of
Approximately 1,100 trees/sites**

Item No.	
1.	Tree Inventory - Proposer to review City's inventory and work with staff to provide any updates as necessary.
2a.	Tree Removal and Stump Grinding of Trees 6" - 12" Diameter
2b.	Tree Removal and Stump Grinding of Trees 12" - 18" Diameter
2c.	Tree Removal and Stump Grinding of Trees 18" - 24" Diameter
2d.	Tree Removal and Stump Grinding of Trees 24"+ Diameter
3a.	Tree Pruning (Street Trees and Park Trees) of 6" - 12" Diameter
3b.	Tree Pruning (Street Trees and Park Trees) of 12"-18" Diameter
3c.	Tree Pruning (Street Trees and Park Trees) of 18" -24" Diameter
3d.	Tree Pruning (Street Trees and Park Trees) of 24"+ Diameter
4.	Young Tree Pruning and Maintenance
5.	Planting Stakes and Watering of 15-Gallon Nursery Trees (City Supplied)
6.	Emergency Call Out

Optional Works – Proposer to identify possible locations and estimate quantities

Item No.	
7.	15-Gallon Nursery Stock Tree of Various Species selected by the City in accordance with ANSI Z60. 1-2004
8.	Additional Weekly Watering of Contractor Planted Trees for an Additional Six-Month Period (first three-months to be included in Item 6 above. Or weekly watering of City identified planted trees for a six-month period.

9.	Tree Skirting to Meet Sidewalk and/or Street Clearance
10.	Crew Rental (Consisting of Three Crew Members Including All Equipment and Supplies)
11.	Service Line Clearance/Street Light Clearances
12.	Collect/Clean Fallen Branches of 2”- 6”
13.	Collect/Clean Fallen Branches of 6” – 12”
14.	Stump Grinding Fixed Rate
Proposer Suggested Works As Necessary	
15.	Other Proposer suggested works as necessary.



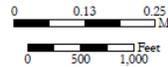
**Island City Landscaping and Lighting District
84-2 Zone 5**

- LLD 84-2 Zone 5 Boundary
- Parcels



2023

Coordinate System: NAD 1983 StatePlane California III FIPS 0403 Feet



Approximate Ferry Terminal Areas of Maintenance



Written Description of Area to be Maintained

- Harbor Bay Parkway – Maitland Drive to Shoreline Park
- South Loop Road
- North Loop Road
- Catalina Avenue (bordering the Harbor Bay Business Park)
- Lagoon Edges – South Side, adjacent to Business Park
- Ferry Terminal Parking Lot and Environs

LANDSCAPE MAINTENANCE SPECIFICATIONS

TREES

4.3 Trees

A. Standards for Health and Appearance

Trees shall be maintained to sustain an attractive, healthy and structurally stable plant that is characteristic for the species.

B. Protect Environmental Resources

Trees shall be maintained using materials and methods that protect environmental quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the extent possible.

C. Pruning

1. All tree pruning shall be performed only by trained, experienced personnel. An I.S.A. Certified Arborist or Tree Worker is to be present at all times during pruning. Arborist must have a State of Calif. Contractors License for Tree Service (C61-D49).
2. All pruning shall be in accordance with the Best Management Practices for Pruning (International Society of Arboriculture, 2002) and adhere to the most recent editions of the American National Standard for Tree Care Operations (Z133.1) and Pruning (A300).
3. Young trees shall receive annual pruning for up to five years after planting by personnel trained in pruning to develop tree structure. The purpose of the pruning is to direct the tree into the appropriate form for the species and the site and to develop a strong branch structure. Trees with codominant trunks and multiple branch attachments shall be pruned to correct those defects over a period of several years.
4. Trees shall be pruned in the following manner:
 - a. Clear the crown of diseased, crossing, weak and dead branches. Trees shall not be routinely thinned.
 - b. Provide 14' vertical clearance over roads, 8' over walkways;
 - c. Reduce end weight on heavy, horizontal branches
 - d. Create a strong central trunk with lateral branches spaced vertically and horizontally.
 - e. Interior branches shall not be stripped out.
 - f. No more than 20% of live foliage shall be removed within the trees.
 - g. Trees shall not be climbed with spurs.
 - h. Branch removal or reduction cuts (thinning cuts) are to be employed rather than heading cuts. Trees shall not be topped or headed back.
 - i. No green palm fronds shall be removed above a horizontal line drawn across the base of the crown.
5. Schedule pruning to avoid time of bud break, flowering and leaf drop on live branches, and to avoid peak periods of insect and disease activity for pests to which the tree species is susceptible.
6. Pruning operations shall be conducted in a manner that does not damage surrounding and understory plants and structures.

D. Staking

1. Tree stakes, ties and guys shall be checked regularly to ensure trees are not being damaged. Adjust ties and stake as necessary to prevent girdling and wounding.
2. Tree stakes shall be removed within two years of planting. For trees unable to stand alone after two years, Contractor will shorten the stakes and lower the ties to 3-4' height. If after the third year the tree will not stand without a stake, Contractor will inspect to determine cause of instability, and make recommendations to City for corrective action.
3. If new ties are needed to secure tree to stake, use ties composed of recycled materials. The tie must be broad, have a smooth surface where it contacts the trunk, and provide some elasticity. Wire covered with hose, tubing or other materials, and covered electrical wire are not acceptable materials.

E. Mulching

1. Contractor shall always maintain a minimum of 2" of coarse organic mulch over bare soil areas surrounding trees taking care not to place mulch against trunks. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level. Mulch materials shall be chipped or shredded plant debris and/or wood chips from pruning operations. When available, utilize chipped landscape prunings generated on-site. Otherwise any imported mulch must be SB1383 compliant.
2. Sheet mulching shall be employed at installation, where possible.

F. Water Management

1. Trees shall be irrigated to encourage deep root growth and to provide adequate water to maintain an attractive, healthy plants, and a moderate growth rate during their growing season.
2. The water budget approach to irrigation scheduling shall be used to match shrub need with water application and avoid over-irrigation (see Section 3.4, Water Management)

G. Soil and Nutrition Management (see also Section 3.3, Soil & Nutrition Management)

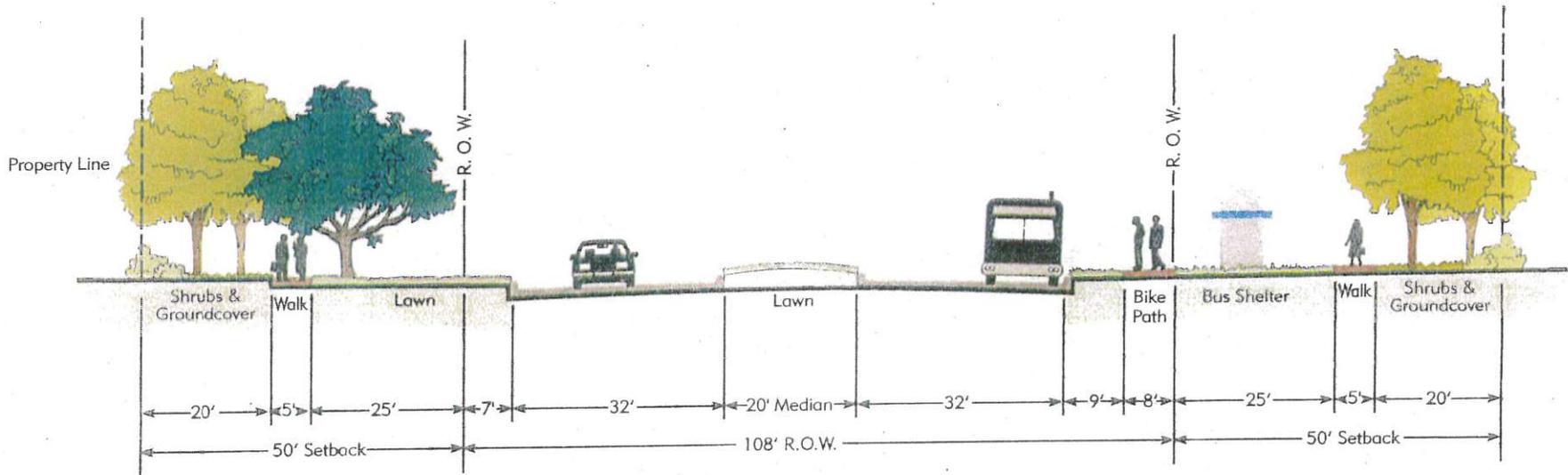
1. Fertilization shall be managed to provide moderate, not excessive, growth, and to avoid polluting surface and ground waters.
2. Fertilizer applications are to be made on a prescription basis only when soil and/or plant tissue analyses identify specific deficiencies. Additional fertilization of mature trees may not be necessary.
3. Contractor shall select fertilizers that are released over a period of time, are predominantly organic and derived from natural sources, are produced locally, and will not pollute surface and ground water when properly used to provide the primary nutrient needs of the tree.

H. Pest management

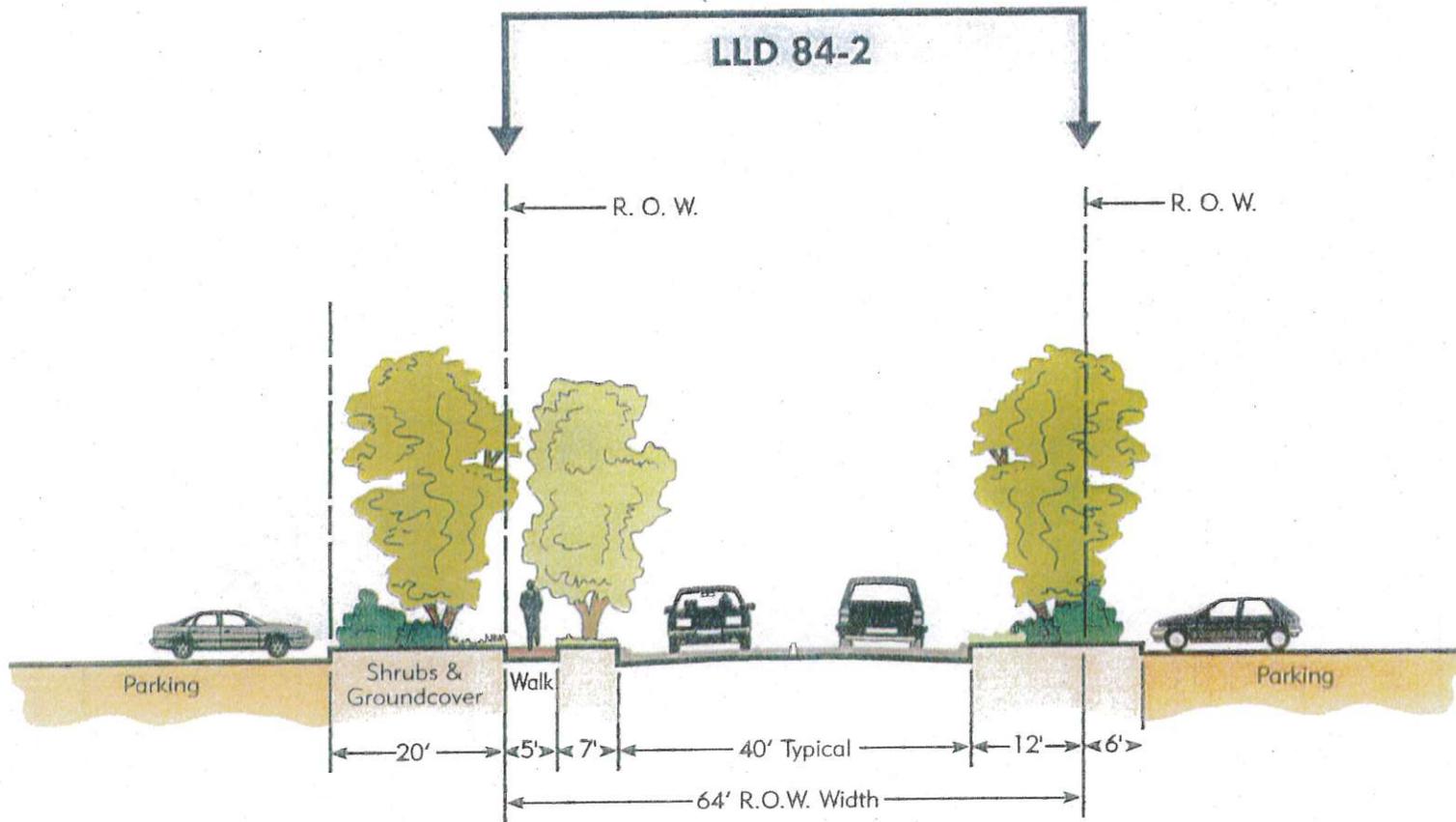
1. Contractor is responsible for monitoring trees to identify, assess pest problems and taking action to control pests that affect tree health and appearance when pest populations or damage exceed established thresholds.
2. Contractor shall employ integrated pest management procedures.

3. Contractor shall select pest controls to provide adequate pest control without harming non-target organisms, or negatively affect air and water quality and public health. Pest management shall rely first on cultural, mechanical, physical, and biological control methods. Chemical controls may be applied only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control will be applied. Pesticides may not be applied on a prescheduled basis.
4. Contractor may not apply restricted chemicals that may harm water resources.

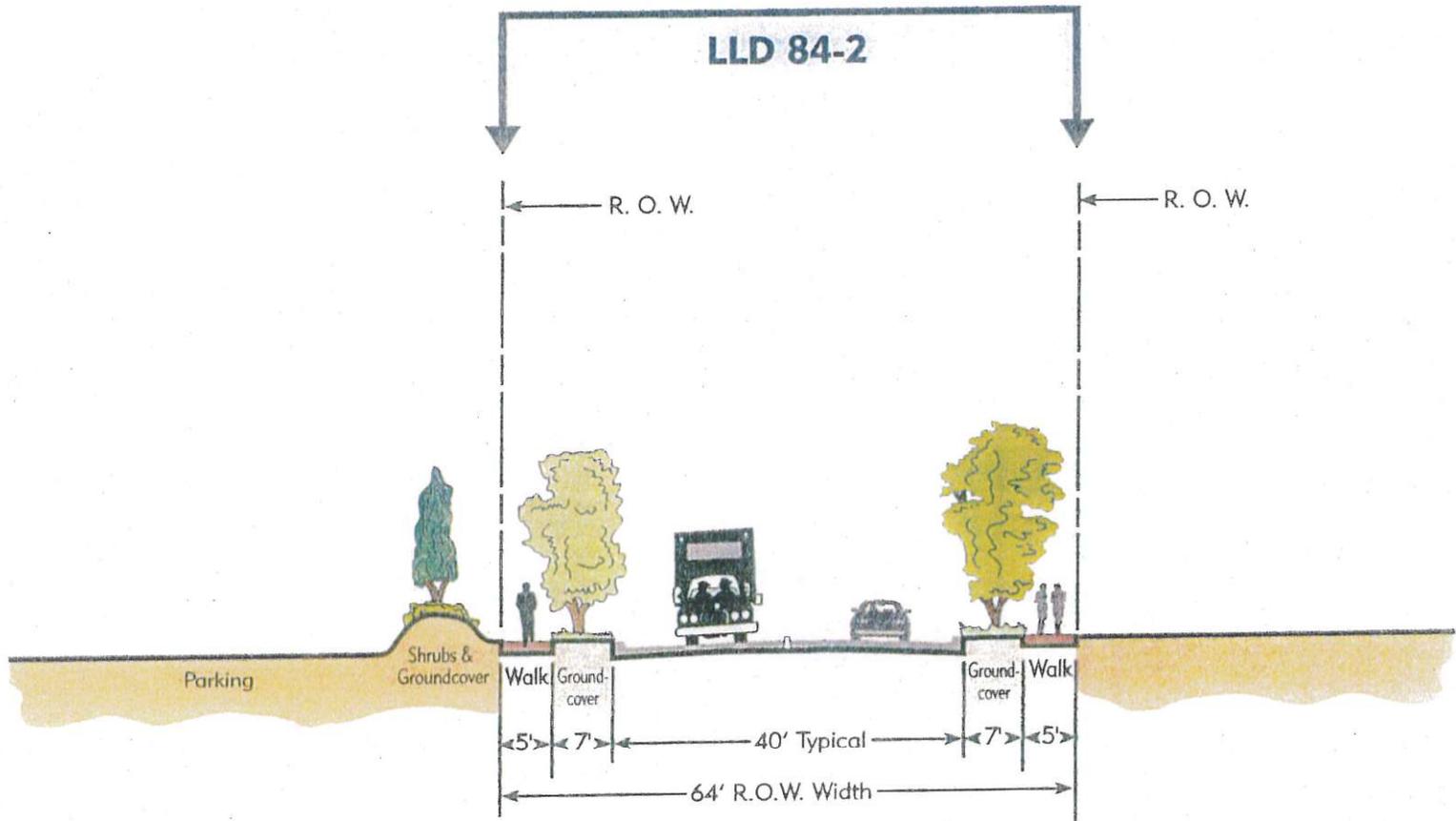
LLD 84-2



**TYPICAL SECTION AT HARBOR BAY PARKWAY
MAITLAND TO SHORELINE PARK
Section B-1**

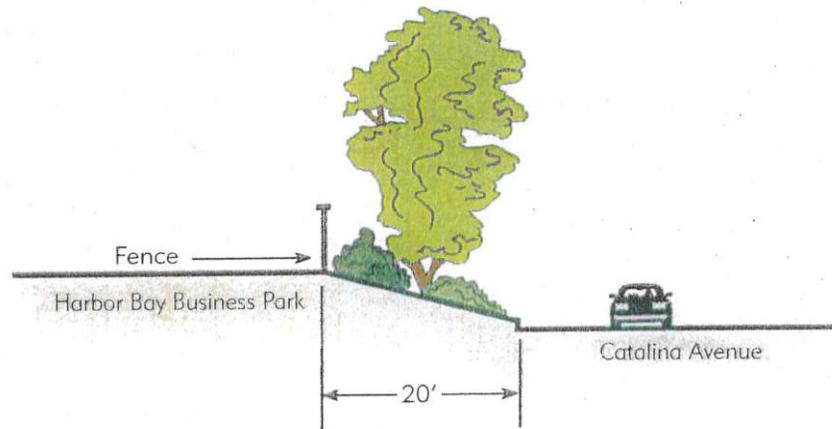


TYPICAL SECTION AT SOUTH LOOP ROAD
Section C-1



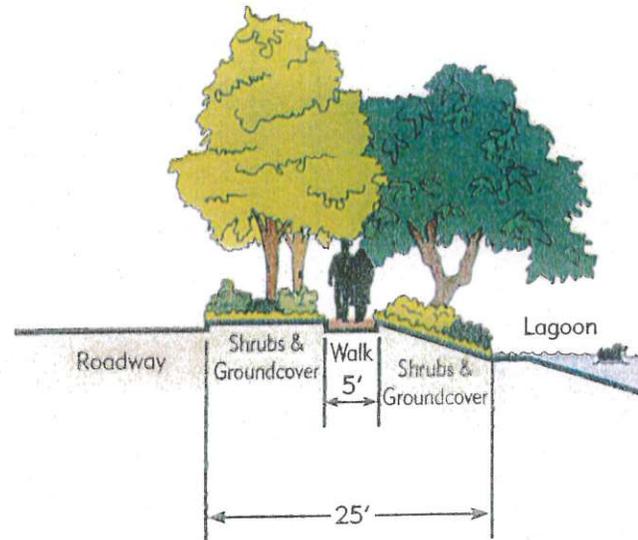
TYPICAL SECTION AT NORTH LOOP ROAD
Section D-1

LLD 84-2

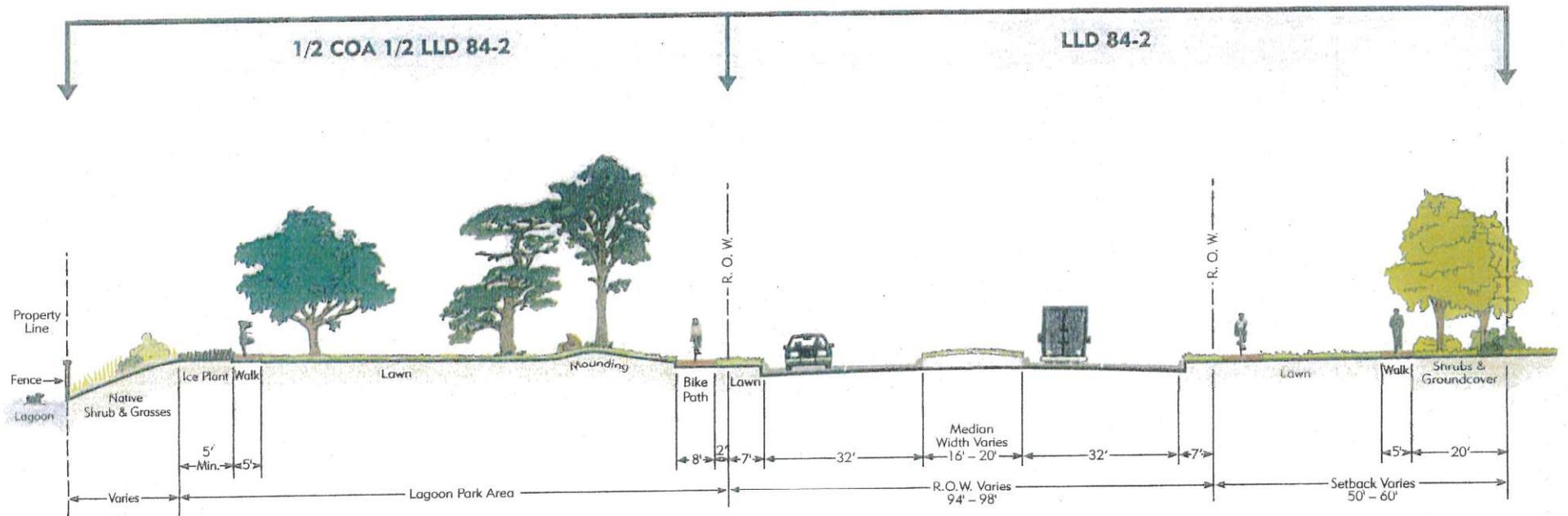


TYPICAL SECTION AT CATALINA AVENUE
Section E-1

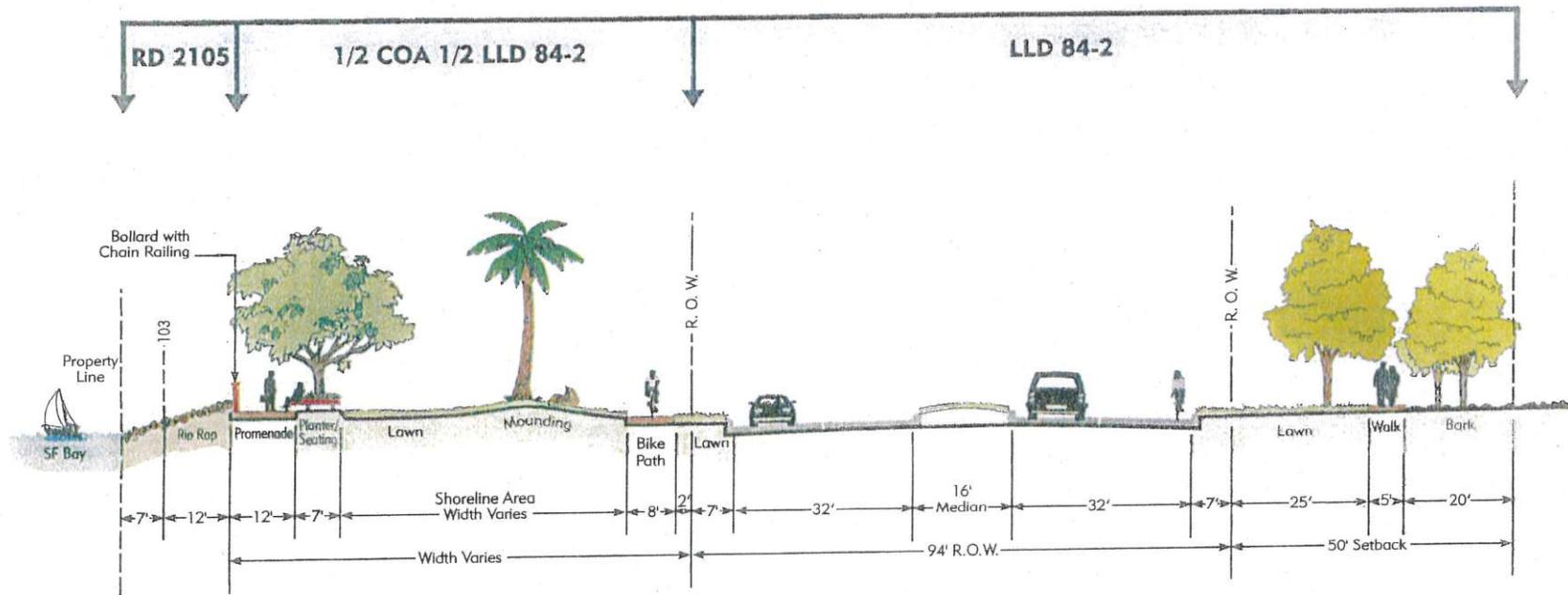
LLD 84-2



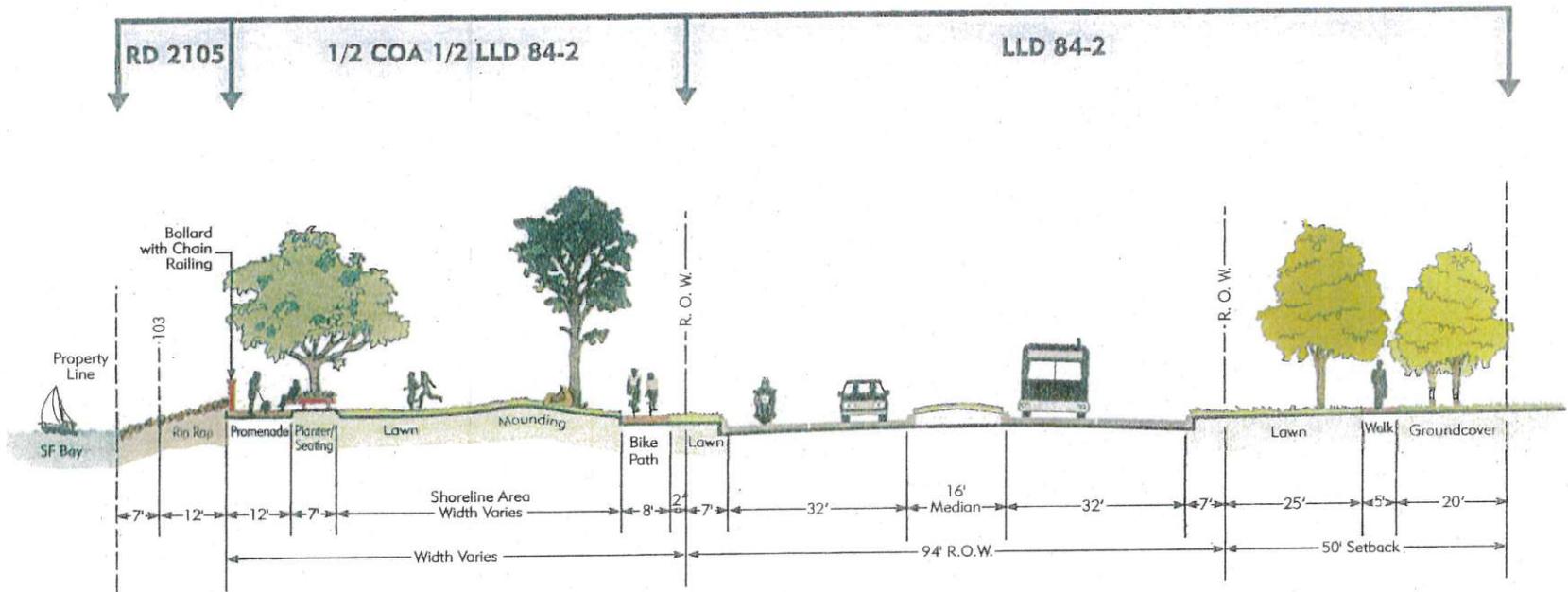
TYPICAL SECTION AT LAGOON EDGE
Section F-1



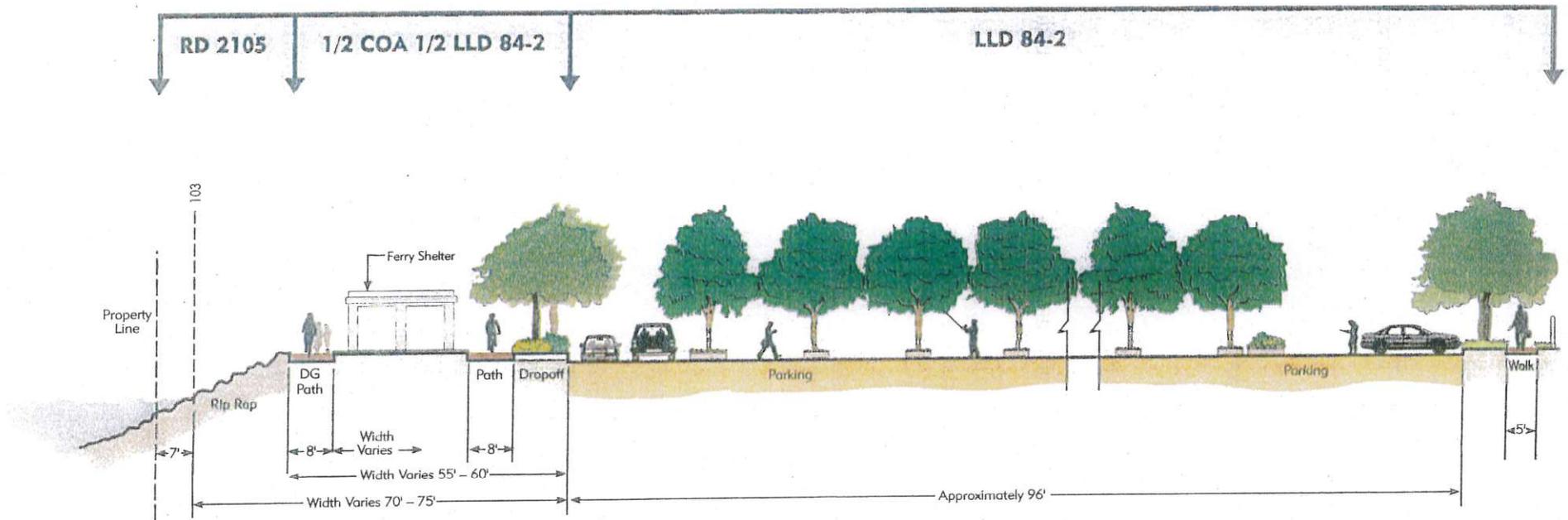
TYPICAL SECTION AT HARBOR BAY PARKWAY & SHORELINE PARK 3-A
Section G-1



TYPICAL SECTION AT HARBOR BAY PARKWAY & SHORELINE PARK 3-A
Section G-2



TYPICAL SECTION AT HARBOR BAY PARKWAY & SHORELINE PARK 3-B
Section H-1



TYPICAL SECTION AT SHORELINE PARK 3-B/FERRY TERMINAL
Section I-1

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: _____.
 [City staff reached out to the service providers on the City’s bidders list interviewed qualified firms and selected the service provider that best meets the City’s needs.][City staff issued an RFP/RFQ on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.][Provider was selected on a sole source basis because (must provide justification for sole source selection).][Other: Consistent with administrative procurement regulations, the City Manager has determined it is unnecessary to follow the City’s administrative selection procedures in awarding this Agreement to Provider, given that the City has experienced satisfactory services from Provider at a reasonable cost for more than the past five years.]

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 _____, upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

The term of this Agreement shall commence on the ____ day of _____ 20__, and shall terminate on the ____ day of _____ 20__, unless terminated earlier as set forth herein.

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

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule [as set forth in this Section 3.][as set forth in Exhibit B and incorporated herein by this reference.] Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis [as set forth in this Section 3.][as set forth in Exhibit B.]

b. [If you wish to encumber department funds for the aggregate amount of the contract compensation, then state: The total five-year compensation for this Agreement shall not exceed \$XXX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.]

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

[If the compensation is to be encumbered annually, but in different amounts because of an escalator then state: Compensation for work done under this Agreement, shall not exceed as follows:

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

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

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA

or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

c. Provider's obligation to indemnify, defend and hold harmless 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 (5). 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
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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.

[(4) Professional Liability:

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

\$2,000,000 each claim

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

[(5) Cyber Liability:

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

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

(6) Pollution Prevention:

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

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED(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
[Department]
[Address]
Alameda, CA 94501
ATTENTION: [Title]
Ph: (510) [xxx-xxxx]

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

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

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

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

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws,

ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

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

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

Subject to the language of Section 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. PREVAILING WAGES:

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

shall post copies at the Provider's principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. 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.

28. 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.

29. 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.

30. 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

City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

[DEPARTMENT HEAD NAME]
[DEPARTMENT HEAD TITLE]

APPROVED AS TO FORM:
City Attorney

[NAME]
Assistant City Attorney

SAMPLE

Appendix B

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.

Project Pricing				
Required Works – Routine and Proactive Maintenance of Inventory of Approximately 1,100 trees/sites				
Item No.	Approximate Yr 1 Quantity	Items with Unit Prices Written In Words	Unit Price	Total Price
1.		Tree Inventory – Proposer to review City’s inventory and work with staff to provide any updates as necessary.	\$	\$
2a.	46	Tree Removal and Stump Grinding of Trees 6”-12” Diameter	\$	\$
2b.	22	Tree Removal and Stump Grinding of Trees 12”-18” Diameter	\$	\$
2c.	5	Tree Removal and Stump Grinding of Trees 18”-24” Diameter	\$	\$
2d.	9	Tree Removal and Stump Grinding of Trees 24”+ Diameter	\$	\$
3a.	34	Tree Pruning (Street Trees and Park Trees) of 6”-12” Diameter	\$	\$
3b.	28	Tree Pruning (Street Trees and Park Trees) of 12”-18” Diameter	\$	\$
3c.	13	Tree Pruning (Street Trees and Park Trees) of 18”-24” Diameter	\$	\$
3d.	36	Tree Pruning (Street Trees and Park Trees) of 24”+ Diameter	\$	\$
4.	7	Young Tree Pruning and Maintenance	\$	\$
5.	200	Planting Stakes and Watering of 15-Gallon Nursery Trees (City Supplied)	\$	\$
6.		Emergency Call Out	\$	\$
Total Required Work:		\$		

Optional Works – Proposer to identify possible locations and estimate quantities.				
Item No.	Approximate Quantity	Items with Unit Prices Written In Words	Unit Price	Total Price
7.	200/year	15-Gallon Nursery Stock Tree of Various Species selected by the City in accordance with ANSI Z60. 1-2004	\$	\$
8.	200/year	Additional Weekly Watering of Contractor Planted Trees for an Additional Six-Month Period (first three-months to be included in Item 6 above. Or weekly watering of City identified planted trees for a six-month period.	\$	\$

19.		Tree Skirting to Meet Sidewalk and/or Street Clearance	\$	\$
10.		Crew Rental (Consisting of Three Crew Members Including All Equipment and Supplies)	\$	\$
11.		Service Line Clearance/Street Light Clearances	\$	\$
12.		Collect/Clean Fallen Branches of 2" - 6"	\$	\$
13.		Collect/Clean Fallen Branches of 6" – 12"	\$	\$
14.		Stump Grinding Fixed Rate	\$	\$
Total Optional Works		\$		

Proposer Recommended Works – Proposer to identify other, recommended works not identified elsewhere in this scope.				
Item No.	Approximate Quantity	Items with Unit Prices Written In Words	Unit Price	Total Price
15.			\$	\$
16.			\$	\$
17.			\$	\$
18.			\$	\$
19.			\$	\$
20.			\$	\$
21.			\$	\$
22.			\$	\$
Total Recommended Works		\$		

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

I. PURPOSE

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

II. OBJECTIVES

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

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

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

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

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

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

III. ORGANIZATIONS AFFECTED

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

IV. POLICY

It is the policy of the City of Alameda to:

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

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

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

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

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

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

V. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

VI. RESPONSIBILITY

6.1 Coordination

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

6.2 Training

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

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

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

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

6.3 Public Education and Outreach

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

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

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

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

6.4 Program Evaluation

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

6.5 Reporting Requirements

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

A. Annual Pesticide Use Summary Report

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

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

B. Annual Training Summary (City departments only)

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

VII. PROCEDURE

7.1 Pesticide Prevention

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

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

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7.2 Pest Control and Management

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

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

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

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

7.3 Pesticide Application

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

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

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

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

7.4 Restricted Chemicals

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

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

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

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

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

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

7.5 Best Management Practices (BMPs)

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

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

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

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