#### **REQUEST FOR BID**

#### LANDSCAPE MAINTENANCE SERVICES VARIOUS LOCATIONS

#### P.W. 06-22-19

#### CITY OF ALAMEDA

October 27, 2022

#### **Important Dates:**

Questions Due: **Proposal Due Date**: Agreement Award Date: November 4, 2022 November 10, 2022 December 21, 2022

Contact:

Jesse Barajas, Project Manager City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501 Phone: (510) 747-7900 Email: jbarajas@alamedaca.gov

Mirna Moreno, Senior Clerk Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501 Phone: (510) 747-7900 Email: mmoreno@alamedaca.gov

#### TABLE OF CONTENTS

- I. Introduction
- II. Scope of Services
- III. Proposal Format
- IV. Proposal Due Date and Delivery
- V. Selection Criteria
- VI. Conditions of Request

Attachments

Exhibit A – Standard Provisions

Exhibit B – Work Areas

Exhibit C -Experience Performing Similar Services Form

Exhibit D- Bidder's Proposal

Exhibit E- City of Alameda Integrated Pest Management Policy

Exhibit F -Emergency Form

Exhibit G – Standard Service Provider Agreement

#### I. INTRODUCTION

The City of Alameda ("City") is requesting bids from qualified organizations for landscape maintenance services, including all irrigation elements, sidewalks and landscape elements within publicly owned land and within the public right-of-way at various locations in Alameda. The contract awarded will be for a 5 year term.

#### **II. SCOPE OF WORK**

The work to be done consists of furnishing all licensing, all labor, equipment, transportation, materials, monthly reports, weekly meetings along with monthly walk through and supervision necessary to provide complete and continuous management and maintenance of landscaping in the Work Areas. All work shall be performed in accordance with the Standard Provisions and Frequency of Operations included **Exhibit A**. Work generally consists of:

- 1. Maintenance of the turf area between curb and sidewalk along both sides
- 2. Maintenance of the shrubs, ground cover and trees within all medians.
- 3. Maintenance of landscaping within and surrounding public bio-swales, including placing additional bark bio-swales areas that is re-cycled bark/wood to replenish the required levels and patting.
- 4. Maintenance of all landscape elements graffiti free including benches, light poles
- 5. Maintenance of all irrigation infrastructure/elements and manage to NWELO standards.
- 6. Maintenance of sidewalk and pathways within the public right of way.
- 7. Maintenance of all landscape elements.
- 8. Fill Water- Tree Bags approximately 123 trees with two bags/tree along CAT/RAMP
- 9. Trash liner rotation Provide new trash liners for all the public trash cans.
- 10. Sand bagging Provide sand bags to protect local drains from discharging liter into the bay.
- 11. Securing with barricades Provide barricades to secure site from public entrance.

Work Areas include the following. Additional details on these locations are included in Exhibit B.

- CAT/RAMP Pathways
- Site A Public Parkways
- Site A Bio-swales
- Seaplane Lagoon Ferry Terminal
- Del Monte Street Extension/ Entrances, Sidewalks/Parkways, Bio-swales
- Harbor Bay Parkway- Maitland Street to Doolittle Driveway, Parkways, Medians
- Bay Edge Road Aughinbaugh Way to Harbor Bay Parkway, Parkways and Medians
- Mosley Street Parkway Extension Parkway and Bio-swale
- Singleton/Mosely Street Bette Street Parkway and Bio-swale

The awarded Contractor shall provide:

- 1. Detailed Landscape Maintenance Schedule
- 2. Approved irrigation schedule during the first month of work period
- 3. Weekly GPS reports that tracks work crew while in town,
- 4. Check-Off Weekly Work Sheets that show sites that were maintained during the past week, including 'Rainy Day Work'.

#### **III. BID FORMAT**

All Bids shall include the following minimum information:

- 1. Completed Experience Performing Similar Services Form (Exhibit C).
  - a. The Contractor shall have a minimum of three (3) years' experience in maintaining municipal landscape of similar scope and size or greater to the City of Alameda. An identification of the Bidder's experience performing services for projects of a similar size, scope, and complexity as the services required by this RFB, including an identification of the number of years Bidder has been performing similar services; and the most recent projects for which the Bidder 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.
- 2. Bidder's Proposal (**Exhibit D**)
- 3. Signed City of Alameda Integrated Pest Management Policy (Exhibit E)
- 4. Completed Emergency Form (**Exhibit F**)
- 5. Statement of Exceptions, if any, to City Standard Service Provider Agreement. A sample agreement has been provided in Exhibit G of this RFB for review. If Proposer wishes to take exception to any of the terms and conditions contained in the service agreement, these should be identified specifically; otherwise include a statement of no exception in the submitted proposal. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated.

#### IV. BID DUE DATE AND DELIVERY

<u>One sealed Contractor Bid</u>, including any Addendums, clearly marked with the project name **"LANDSCAPE MAINTENANCE SERVICE VARIOUS LOCATIONS, P.W. 06-22-19"**, should be submitted no later than:

#### 10:00 a.m. on Thursday, November 10, 2022

to the address below. All copies received by that time will be date and time stamped. Any Bidder's Proposal received after 10:00 a.m. on this date will not be accepted. Contractor Bidder's Proposal should be addressed to:

Jesse Barajas, Project Manager City of Alameda Public Works Department 950 W. Mall Square, Room 110 Alameda, CA 94501 **FAXed or Emailed Bids** <u>will not</u> be accepted. Hand carried Contractor Bidder's Proposals will be accepted at the above address.

Questions related to this project must be submitted in written format and <u>must be emailed to</u> Jesse Barajas, Project Manager at jbarajas@alamedaca.gov. Questions will be responded to by email in a timely manner. If any question results in a needed Addendum, these will be posted at: http://alamedaca.gov/business/bids-rfps. No Addendum will be posted after November 7, 2022. **The last date to submit written questions is 12 p.m. on November 4, 2022.** Questions received after this date and time will not receive a response.

For general benefit, questions and answers submitted during the bid period, if any, will be posted online November 7, 2022 at: http://alamedaca.gov/business/bids-rfps

#### **IV. SELECTION PROCESS**

The basis of award for this contract shall be by the City of Alameda for the lowest responsive bid that will serve the City's need. The City reserves the right to reject any, any portion, or all bids.

Bids will first be screened to ensure responsiveness to the RFB. The City may reject as nonresponsive any bid that does not include the documents required to be submitted by this RFB. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Bidders regarding their bids. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may ask selected Bidders to participate in an oral interview. The individual(s) from Bidder's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

#### VI. CONDITIONS OF REQUEST

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

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

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

C. VALIDITY. The proposer agrees to be bound by its proposal for in all respects until one such proposal has been accepted by the City and an agreement fully executed, or until a proposal has been specifically rejected by the City, whichever occurs first, but in no event longer than four (4) months from the date of submission.

D. PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, including a City of Alameda business license, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost for a City of Alameda business license is not reimbursable. Each Subcontractor shall have a current City of Alameda business license.

The following permit(s) and/or license(s) are required for this project:

- 1. A **City of Alameda Business License** from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda.
- 2. A State of California Landscaping Contractor License.

E. EXECUTION OF CONTRACT. The contract, in form and content satisfactory to the City, will be awarded at a regular City Council meeting (first and third Tuesdays of each month, except August). At least four (4) weeks prior to the anticipated award date, the Contractor will be notified of apparent award status and requested to provide the documents necessary to complete the contract process. Required documentation shall include two (2) copies of the contract executed by the Contractor, proof of insurance and Payment and Performance bonds. The Contractor will be given five (5) business days from the date the City Council awards the contract to obtain the relevant bonds and insurance along with any other documents required for submission.

F. CONFIDENTIALITY. The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFB, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council. If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Sheet as confidential. Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the nondisclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

G. CONFLICT OF INTEREST. The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

EXHIBIT A

#### STANDARD PROVISIONS LANDSCAPE MAINTENANCE SERVICES VARIOUS LOCATIONS P.W. 06-22-19

#### I. General Provisions

- A. It is the Contractor's responsibility to carefully inspect and survey the work site(s) in order to ascertain prior to proposal submittal the peculiar difficulties encountered due to the nature of the work site(s). No adjustments in payment or other contract provisions will be made due to failure on the part of the Contractor to inspect the site(s) and otherwise inform himself as to the peculiar characteristics of the work site(s).
- B. The Contractor must have a **valid C-27** landscape license and a minimum of three (3) years' experience in maintaining municipal landscapes of similar scope and size or greater to the City of Alameda.
- C. The Contractor is responsible for providing all supervision, labor, material, equipment and transportation required to maintain the landscape in an attractive condition throughout the year.
- D. All work shall be performed by experienced personnel directly employed and supervised by the Contractor or Subcontractor. The Contractor shall provide management and technical supervision as required to implement the work. The Contractor shall accompany the Public Works Project Manager or designated representative on an inspection tour as needed for evaluation of the work. The Public Works Project Manager shall have the authority to suspend the work wholly or in part for such period, as he may deem necessary. Such suspension shall not affect the contract price for such period.
- E. The Contractor shall be responsible for the skills, methods and actions of their employees and for all work done.
- F. The Contractor shall perform the work herein provided for to the satisfaction of the Public Works Project Manager. The Public Works Project Manager will make inspections from time to time to determine the Contractor's conformity with these specifications and the adequacy of the work being performed. The Contractor shall be available for consultation with the Public Works Project Manager as needed.
- G. Any unsafe condition in a City facility shall be reported immediately to the Public Works Project Manager or his authorized representative.
- H. The Contractor shall at all times furnish and maintain sufficient equipment as necessary to perform the work of this contract. Such equipment shall be subject to the inspection and approval of the Public Works Project Manager or his designated representative.
- I. The Contractor may not store equipment in, or have access to, any City storage facilities unless authorized by the Public Works Project Manager or designated representative.
- J. The Contractor shall replace at their own expense, any lawn area or other plant material requiring replacement due to negligence on their part in improper maintenance. This requirement is not to be construed as requiring the Contractor to replace plants or entire lawns due to conditions totally beyond his control, but is considered strictly as normal maintenance condition in accordance with accepted practice.

A maintenance form must be completed weekly. This form will be provided by the Maintenance Services and Special District / Parks Division.

#### **II.** Operational Details

A. Contractor must be equipped with a communication system that allows for reaching staff in the field.

- B. Contractor will provide weekly GPS reports that tracks work crew while in town. Contractor will provide a GPS report at the end of each billing cycle which will accompany the monthly billing. GPS report will identify areas serviced for the month being billed.
- C. The Contractor shall provide an emergency phone number for landscape maintenance repairs, which may occur after normal working hours. The Contractor will be expected to respond, by phone, within one (1) hour when contacted by the City of Alameda.
- D. Contractor will attend weekly maintenance meetings along with a monthly walk through with the Public Works Project Manager. Written irrigation inspection reports are due at the weekly meeting.
- E. The Contractor shall be able to repair or replace damage attributable to minor vandalism, storms, irrigation failure, etc., within seventy-two (72) hours.
- F. The Contractor shall also be able to repair and maintain all irrigation equipment including but not limited to valves, controllers, pipelines, low voltage electrical lines, etc., in a timely manner.
- G. The Contractor shall provide, at his expense, all necessary equipment, supplies, and material of good quality to provide for minor repairs primarily to the irrigation system due to wear or malfunctioning parts, i.e., sprinkler heads, replacing washers, springs, small sections of pipe, etc. The City will pay for parts and equipment replacement due to vandalism or for major repairs of systems and plant replacement that are not related to the Contractor's negligence. All vandalism damage exceeding one hundred dollars (\$100.00) must be accompanied by an Alameda Police Department report. Should the City desire to have repairs or plant replacement due to vandalism, the City will pay for parts and plants.
- H. The City requires the use of electric leaf blowers during all aspects of landscape maintenance city-wide. Leaf blowers will only be operated between the hours of 8:00 a.m. to 4:30 p.m., except at City Hall.
- I. Leaf blowers are to be used on median range settings unless a particular situation exists where more power is required, i.e., wet grass sticking to surface, extra heavy debris, etc. In these cases the high range may be used, but only intermittently.
- J. Leaf blowers shall not be used on designated "spare the air" days.
- K. All clippings, trimmings, and cuttings shall be promptly removed from the site and disposed of at the Alameda County Industries transfer station located at 610 Aladdin Avenue, San Leandro, CA 94577. Hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m.
- L. Grass cuttings shall be removed from all walkways and paved areas by vacuuming or blowing onto turf or other method of Contractor's choice on the same day as the cutting.
- M. Any settling, washouts or damage due to Contractor's vehicles or equipment shall be filled, graded, replanted, and repaired to original condition.
- N. Lawn clippings or debris will be blown back onto the immediate lawn areas, or into piles in the street gutters and removed.

#### III. Materials

- A. Materials shall be of the highest quality available.
- B. All chemicals used shall be City approved as per the label application as regulated by EPA government approved and applied in accordance with manufacturer's instructions and government regulations. All chemicals shall be non-corrosive, non-staining, and shall not leave a flammable residue.
- C. Horticulture/Agriculture products will follow manufacturer recommendations along with providing PCA recommendation where applicable and shall have all labels, safety data sheets reviewed and approved by Project Manager.
- D. Amendments and fertilizers shall be new batches and applied per the manufacturer or PCA recommendation and reviewed/approved by Project Manager.

#### IV. Turf Care

All turf shall be maintained in accordance with the Frequency of Operations Schedule by the following:

- A. Turf shall be mowed to a height of two inches or as appropriate using sharp, adjusted mowing equipment using a rotary mower with a mulching deck and sharp mulching blades mowing above the shoot collar or a seven blade reel mower while managing to avoid turf clumps that dry and leave a poor appearance. Additional passes with the mower shall be performed as necessary to pulverize and eliminate the poor appearance. No grass clippings shall be left on the turf that will not dry up and fall below growing level within 24 hours. Contractor shall trim around sprinkler heads, shrubs and trees as necessary.
- B. Turf shall be edged back from paved areas, buildings, walkways and utility fixtures to maintain a neat, attractive appearance.
- C. Turf shall be fertilized using sound horticultural management practices, with consideration given to visual appearance. Slow release fertilizer with an analysis of 32-2-4 shall be applied to the turf at the rate of one pound of actual Nitrogen per 1,000 square feet four times per year. Supplemental applications of Calcium Sulfate shall be applied on all turf areas twice/ year per the manufacturer recommendation or PCA or Soil Advisor.
- D. Trash, leafs, twigs, and other undesirable materials shall be removed from turf prior to mowing and shall result in a clean well defined mow pattern turf.
- E. Post-emergent herbicides shall be used to suppress undesirable weeds and grasses under the supervision of a PCA and State Licensed qualified Applicator following the pre-approval of City representative and implementing the approved Landscape Maintenance Plan. Pest populations shall be monitored by the Contractor. The Contractor is responsible to notify the City of all pest control necessary to maintain plant health, appearance, and general safety. The Contractor shall recommend to City the proper actions to be taken along with suggested timing and cost of the work at time and materials. Work will only be performed upon approval of a separate Work Order at an agreed cost.

- F. **Park turf areas shall be aerated one (1) time annually.** The operator shall make two ninety degree passes of all turf areas. Soil plugs resulting from aeration operations may be allowed to remain on turf but must be ground on same day with the use of mulching deck rotary mower or a seven blade reel mower.
- G. All precautions will be taken to prevent damages to the irrigation system, including: Valve covers, piping, and sprinklers. The contractor shall flag all the irrigation components to avoid damaging and shall verify no damages after aeration by running the system and repairing all damages caused by the operation.

#### V. Ground Cover Care and Flowering Fascicles.

Ground cover shall be maintained in accordance with the Frequency Schedule by the following:

- A. Ground covers shall be edged back from paved areas, buildings, walkways and utility fixtures to maintain a neat, natural attractive appearance by trimming at 45 degree along all visible edges. Ground covers shall not be allowed to grow onto shrubs or trees planted in ground cover beds.
- B. Ground covers shall be selectively pruned to achieve a natural appearance one (1) time annually to reduce height by approximately 30% and promote health, remove shrub growth, fruiting bodies, senescing growth and promote vigor. Ground cover shall be maintained at a height 12 inches or less.
- C. Ground covers shall be fertilized using sound horticultural management practices, consideration given to visual appearance. Fertilizer used on ground covers will have an analysis of 15-9-12 ACL Osmocote Slow Release and shall be applied at a rate of 1 pound of actual nitrogen per 1,000 square feet, annually.
- D. Trash, leafs, twigs, surface rocks and other undesirable materials shall be removed from beds.
- E. Undesirables materials include but are not limited to: Mammal waste, unsightly/expired flower stocks, all other debris.
- F. Weed Control shall be maintained so that all areas are reasonably weed free and no obvious weeds are left visible. Weeds shall be controlled with suitable pre- and/or post-emergent herbicides, as well as with selective and/or contact herbicides as approved by the City within the Landscape Maintenance Plan. Hand pulling and/or mechanical removal may also be necessary. (see IPM)
- G. Use of snail bait is approved that is granular in size so as to affect non-target small mammals and PCA recommendation.

#### VI. Tree and Shrub Care

Trees and shrubs no greater than fifteen (15) feet in height and all tree clearances including 8' over sidewalks and 15' over the streets shall be maintained, in accordance with the Frequency Schedule, ISA Standards, ANSI 300, by the following:

A. Pruning shall be done to select and develop permanent scaffold branches; to eliminate diseased or damaged growth; to eliminate weak branch attachment angles, to reduce wind damage by thinning out the canopy and to encourage a natural growth pattern of each specific variety within space limitations.

- B. All included trees and shrubs shall be kept pruned back to clear all roads, drives, walkways and structures towards achieving safety or all pedestrians and vehicles. Pruning shall be done to keep plants clear of all doorways and important windows. Any limbs or branches touching or brushing buildings or other structures shall also be headed back.
- C. Major structural pruning of trees and shrubs shall be done when trees are most dormant.
- D. Light pruning of trees and shrubs for shape, size, and clearance shall be done as necessary.
- E. Trees and shrubs shall be fertilized using sound horticultural management practices, with consideration given to visual appearance. Fertilizer used for tree and shrub areas shall have an analysis of 15-9-12 and shall be applied at a rate of per manufacturer recommendations for Osmocote ICL.
- F. Lower branches of young trees shall not be removed but shall be retained in a "tipped back" condition to attain maximum trunk caliper growth until trees are able to stand without artificial support.
- G. All pruning cuts are to be made using sound, generally accepted horticultural practices.
- H. Trees over fifteen (15) feet in height that require structural pruning is not included but skirting for clearance that may require maintenance for the necessary clearances over pedestrian walks, sitting and other such locations is included for all trees. Pruning needs for trees over fifteen (15) feet shall be monitored by the Contractor. The Contractor is responsible to notify the City of all pruning necessary (including removal) to maintain tree health, appearance, and general safety.
- I. Sucker growth shall be removed at source soil level.
- J. The objective of shrub pruning is the same as for trees: to thin, shape, to maximize ornamental qualities (i.e., flowers, fruit or berries) and to attain a natural, healthy appearance. Hedges shall be selectively pruned to maintain an even height. Hedges are not to be sheared to a formal appearance but to a natural state.
- K. Staking and guying shall be eliminated as rapidly as trees become self-supporting under normal environmental conditions. If still unstable after trunk caliper exceeds four inches (4") or in two years after planting, tree replacement shall be recommended to the City. While in place, stakes and guys shall be inspected and adjusted to prevent girding or rubbing damage to trunk or limbs, as needed. All tree ties and guys shall be loosened to allow tree to flex with the wind to allow for strengthening of the trunk.
- L. Cabling, staking or guying new or existing trees is EXCLUDED. If necessary, City may request Contractor to provide a cost estimate for work at Time and Materials. Work will only be performed upon approval of a separate Work Order.
- M. A ring of bare earth/ wood bark 16-18 inches in diameter on new trees, greater on larger root flared trees shall be maintained weed and grass free around each tree in turf areas. Trunk damage resulting from mechanical weed control (i.e., weed-whackers) will be grounds for a penalty of \$75.00 per incidence or the full replacement value of a replacement tree as like size to be charged to the Contractor.

- N. Weed Control shall be maintained so that all areas are reasonably weed free and no obvious weeds are left. Weeds shall be controlled with suitable pre- and/or post-emergent herbicides, as well as with selective and/or contact herbicides. Mechanical or hand pulling may also be necessary.
- O. Pest populations shall be monitored by the Contractor. The Contractor is responsible to notify the City of all pest control necessary to maintain plant health, appearance, and general safety. The Contractor shall recommend the proper actions to be taken along with suggested timing of work to the City. Work will be performed upon approval of a separate Work Order and secure a PCA recommendation for all applicable products. (see IPM)
- P. Debris and leaf litter shall be removed from beds.
- Q. Dead plants and those in a state of decline shall be brought to the City's attention immediately. Contractor agrees to replace all plant materials that decline or die due to negligence of the Contractor at the Contractor's expense. Replacement plants shall be of a size variety and condition acceptable to the City.

#### VII. Irrigation

The irrigation system(s) shall be maintained in accordance with the Frequency Schedule by the following:

A. Contractor shall complete preventative maintenance inspect and written reports of all irrigation systems for correct operation and coverage in dry and wet conditions. System shall be adjusted as necessary and the contractor will complete all adjustments and labor on laterals up to the valves, wiring and controllers weekly including monthly reports at no additional cost to the owner; programming controllers using Historical ETo or NEWLO state standards to meet NWELO state mandates.

During the first month of scheduled work all irrigation system shall be inventoried, including controllers, mainline, valves and laterals to determine required irrigation repairs to achieve proper coverage. Proposals to make repairs will be determine and expedited after review of scope of work to bring system up to proper working standards.

- B. Extensive repairs shall be reported to City along with estimated costs of the work at time and materials. Work will only be performed upon approval of a separate Work Order at an agreed cost.
- C. Irrigation Repairs

1. Irrigation Heads

i. Head repairs to include all work necessary up to and including two inch (3") PVC tee, nipple/riser, sprinkler body, and nozzles.

ii. Replacement heads shall be Toro heads, 300 and 570 series, or hunter stream spray. Replacements shall match existing system and precipitation rates.

2. Repair of Irrigation Supply Lines

i. Irrigation supply lines vary in size from 3/4 " to 3", Sch. 40, on all mains.

P.W. 06-22-19 /pubworks/cip/C17000, Landscape, Various Locations/3 RFB/October Rebid/Landscape RFB 2022\_Various.doc ii. Repairs shall be made within seventy-two (72) hours, in a professional manner, according to manufacturer's specifications.

iii. All landscape disturbed during excavation shall be replaced to its original state.

3. Repair of Irrigation Valves

i. All valves shall be checked twice per week. Any malfunction shall be repaired or replaced as soon as possible.

ii. Replacements shall be: Plastic- Hydro /Toro/Rainbird/Hardy; or Brass/Griswold - Rainbird/Superior.

- D. Accidental damage resulting from Contractor's operation shall be repaired without charge, within one watering period, trees, turf, shrubs or ground cover decline/demise caused by delayed repairs to irrigation system will be replaced at the contractor's cost.
- E. Needed repairs resulting from vandalism, accident, animals, normal wear or other cause shall be reported to the City and shall be performed upon approval of a separate Work Order. However, Contractor shall use good judgment to make such immediate repairs as may be required to prevent unnecessary expense, water-waste and/or prevent damage to the landscape. In all cases, a detailed statement of charges will be submitted to the City for payment subject to inspection of said repairs.
- F. The subterranean system and sprinkler heads shall be checked, cleaned, adjusted, and trimmed around to ensure proper coverage.
- G. All adjustments and settings of automatic controllers shall be made to established frequency and length of watering periods, striving for maximum benefit with minimum water usage while using ETo data to avoid over watering.
- H. Watering will be done preferably at night or early morning. Care shall be taken to reduce runoff, pending, or erosion. Overspray onto vehicles, pavement or buildings shall be avoided.
- I. Contractor shall check all systems for proper operation on a weekly basis and provide a monthly performance report but making all the necessary repairs as outline herein special attention to the process shall be done in late winter. All lateral lines shall be flushed free of grit and gravel at the same time by removing or opening the last head on each line.

#### VIII. Paved Areas

Paved areas shall be maintained in accordance with Frequency Schedule by the following:

- A. Cracks in sidewalks, curbs, gutters, and other paved areas shall be sprayed to control weeds in accordance with Frequency Schedule.
- B. Sidewalks shall be blown free of maintenance and seasonal related debris.
- C. Decomposed granite and bark surfaces shall be kept weed free and properly graded to avoid wrought and offsets.

#### IX. Integrated Pest Management

- A. Contractor shall implement an Integrated Pest Management program, emphasizing a preventive approach to disease and insect problems, maintaining optimum health and vigor for the plants. Whenever possible, the least toxic products available will be used, which will also be consistent with good pest management practices and results.
- B. Contractor shall pre-notify client of all pre-approved pest control activities 48 hours prior to application including proper coordination with special requirements including distance to water and child care facilities, with the exception of routine monthly herbicide spraying and snail bait applications.
- C. Spraying Weed Abatement. This section pertains to the application of herbicides for the purpose of weed abatement in special areas throughout the City of Alameda. All work must be performed with properly mixed chemicals and by a person with a current qualified applicator certificate/license in Alameda County.
- D. Any removal and/or replacement of plant material, or extra cleanup of the landscape caused by storm damage, acts of God, or other conditions outside of Contractor's control, will be performed upon approval of a separate Work Order and immediately reported to the project manager. However, the Contractor shall use good judgment in taking necessary immediate actions to prevent or eliminate safety hazards; a detailed statement of charges will be submitted to the City for payment subject to inspection of said repairs.
- E. All clippings or cuttings or other debris collected during Contractor's maintenance operations shall become the Contractor's property and removed from site by the Contractor.
- F. City shall be notified immediately of any existing or potential problems and/or safety concerns noticed on site by the Contractor or Contractor's personnel.

#### X. Rainy Days

Contractor will report to work during rainy days and work on assigned rainy day task including the following:

- 1. Dividing fascicle plants and transplanting
- 2. Spreading mulch within the planters
- 3. Collecting debris/liter
- 4. Clearing landscape drains
- 5. Clearing/cleaning walkways/ entries and pedestrian paths
- 6. Shutting active irrigation systems
- 7. Collecting/clearing large leaf piles
- 8. Others as assigned

#### XI. Deductions

Incomplete work, defective work, work not performed per the work schedules/ GPS information and/or determined by the Project Manager shall have the authority to remedy the deficiencies and to deduct the cost thereof from any monies due to or to become due to the contractor.

	2/Month Sites			1											
	Frequency by Month	Weekly	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	ιT
Item	Activity														
No.															
А	Parkway\Pathway														
	Maintenance/Medians/Bldg		2	2	4	4	4	4	4	4	4	2	2	2	┍───
	Mow		2	2	4	4	4	4	4	4	4	2	2	2	
	Edge		1	1	2	2	2	2	2	2	2	1	1	1	┝──┝─
	Fertilize-Slow Release			<u> </u>	1										┝──┝─
	Leaf/Debris/Trash		4	4	4	4	4	4	4	4	4	4	4	4	
	Removal														┢┼┼╴
	Irrigation PM &		1	1	1	1	1	1	1	1	1	1	1	1	
	Programming				1		1					1			
	Prune Shrubs				1		1					1			
	size/structure				1							1			
	Pre/Post Emergent-				1							1			
	Weed Control- As														
	approved				1										$\vdash$
	Aerate Groundcover detailing				1			1					1		$\square$
	Pavement weed control		1	1	1	1	1		1	1	1	1	1	1	
			1	1	1	1	1	1	1	1	1	1	1	1	
	Tree Pedestrian/ Vehicle				1	1		1	1			1			
	Clearances		1	1	1	1	1	1	1	1	1	1	1	1	
	Graffiti Control		1	1	1	1	1	1	1	1	1	1	1	1	
	Monthly Punch-list		1 2	1 2	1	1	1	1	1	1	1	1	1	1	
D	Tree Watering/Bags		2	2	4	4	4	4	4	4	4	4	2	2	
В	Bio-swales		2	2	2	2	2	2	2	2	2	2	2	2	
	Plant detailing		2	2	2	2	2	2	2	2	2	2	2	2	
	Fertilize		-	2	1	0	2	0	-	-	0	-	2	0	
	Leaf/Debris/Trash		2	2	2	2	2	2	2	2	2	2	2	2	
	removal				1	1	1	1	1	1	1	1			
	PM				1	1	1	1	1	1	1	1			
	Irrigation/Programming				1			1				1			
	Tree clearances		2	2	1	2	2	1	-	2	2	1	2	2	
	Weed control		2	2	2	2	2	2	2	2	2	2	2	2	
	Graffiti control		1	1	1	1	1	1	1	1	1	1	1	1	
	Post/Pre-emergent Weed				1			1				1			
	Control as approved		1	1	1							1	1	1	
	Plant Divisions/Transplant		1	1	1							1	1	1	
	Divisions/Transplant Supplemental											2	2		$\vdash$
	Supplemental Mulch/Bark											2	2		
	Winterizing											2	2		_+
	Pavement/Sidewalk Mnt		2	2	2	2	2	2	2	2	2	2	2	2	┌┼╴
С	Concrete Medians		2	2	2	2	2	2	2	2	2	2	2	2	
C	Leaf/Debris/Trash		2	2	2	2	2	2	2	2	2	2	2	2	<b>—</b>
	Weed Control		2	2	2	2	2	2	2	2	2	2	2	2	┌┼╴
	Graffiti Control		2	2	2	2	2	2	2	2	2	2	2	2	_+
	VIAIHU COIIUOI		7	4	4	4	4	2	4	4	4	4	4	~	1
															1

### XII. Landscape Maintenance Frequency of Operations Weekly Sites

#### Exhibit B. Work Areas

- CAT/RAMP Pathways
- Seaplane Lagoon Ferry Terminal
- Del Monte Street Extension/ Entrances, Sidewalks/Parkways, Bio-swales
- Harbor Bay Parkway- Maitland Street to Doolittle Driveway, Parkways, Medians
- Bay Edge Road Aughinbaugh Way to Harbor Bay Parkway, Parkways and Medians
- Mosley Street Parkway Extension– Parkway and Bio-swale
- Singleton/Mosely Street Bette Street Parkway and Bio-swale
- Site A Public Parkways and Site A Bio-Swales Highlighted in Green (you already have)

CAT/RAMP Pathways

BASIS OF BEARINGS

THE BEARING S87'25'47"E BETWEEN STATION 4 AND STATION 5 OF THE SEGREGATION LINE AS INDICATED ON THE RECORD AND BOUNDARY DELINEATION MAP SHOWN BELOW.

BENCHMARK

USC&GS DISK "MAIN-ATL" LOCATED AT THE INTERSECTION OF MAIN STREET AND ATLANTIC AVENUE. ELEVATION = 3.25'.

DATUM

CITY OF ALAMEDA.

#### ESI #01 NARRATIVE:

DESIGN UPDATES FOR ESI #01 STEMMED FROM THE ELIMINATION OF THE EASTBOUND BUS STOP ON ATLANTIC AVENUE JUST EAST OF WEBSTER STREET. THE EXISTING TRAFFIC POLE FOR EASTBOUND TRAFFIC ON ATLANTIC AVENUE SHALL BE PROTECTED. THE PROPOSED CYCLE TRACK AND SIDEWALK WERE MOVED SOUTH OF THE EXISTING TRAFFIC POLE. THE PROPOSED CYCLE TRACK WILL REMAIN AT STREET LEVEL AND THE PROPOSED IMPROVEMENTS CONFORM TO THE EXISTING CURB GUTTER AND SIDEWALK APPROXIMATELY 60 FEET EAST OF WEBSTER STREET.

CONTRACTOR SHALL PROVIDE A COST CHANGE PROPOSAL AS SOON AS POSSIBLE TO BE REVIEWED BY THE CITY OF ALAMEDA AND THE CIVIL ENGINEER.

#### ENGINEER'S STATEMENT

THESE IMPROVEMENT PLANS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE.

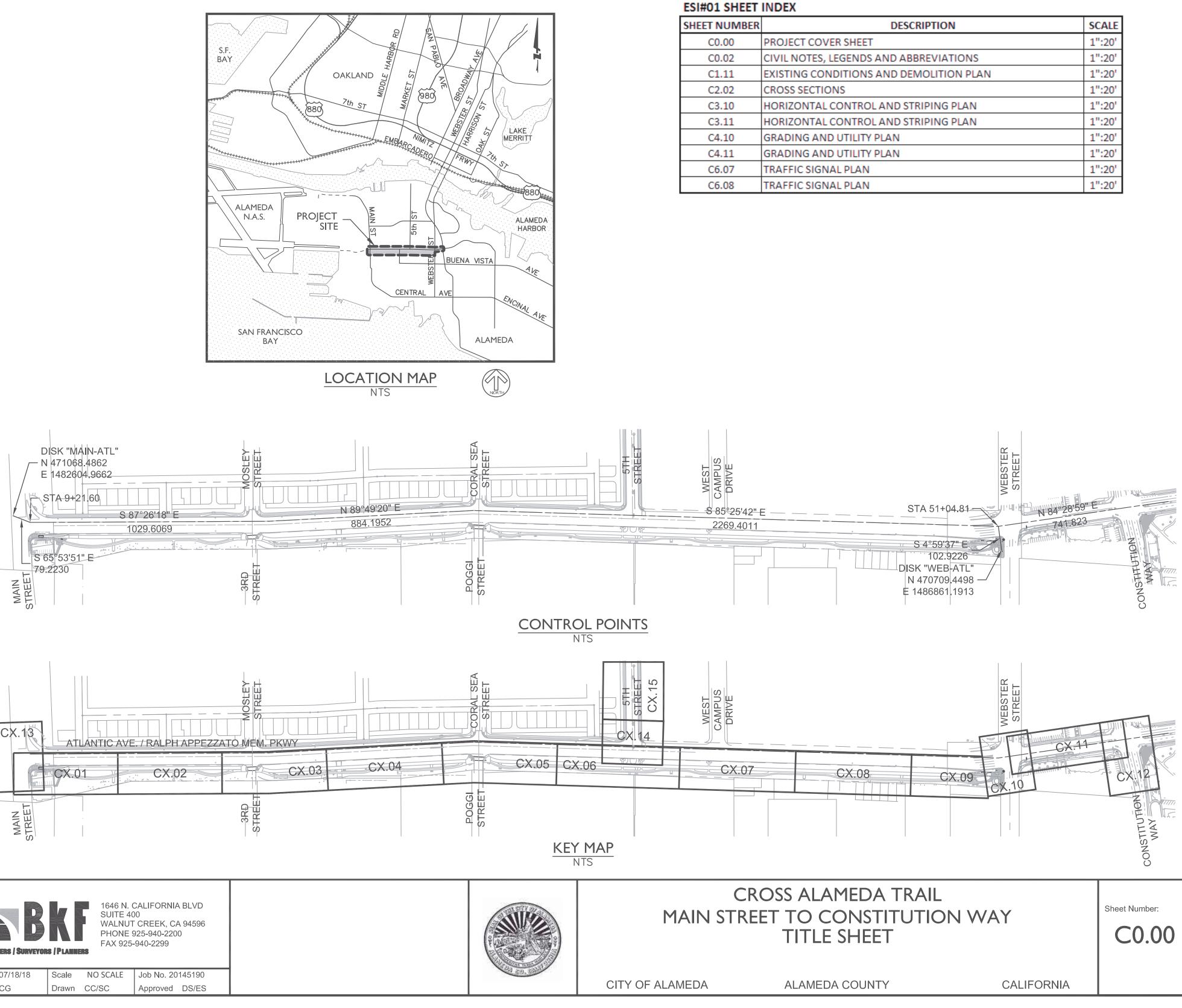
DANIEL G. SCHAEFER, P.E. RCE #51158 PRINCIPAL/VICE PRESIDENT BKF ENGINEERS

CITY ENGINEER'S APPROVAL

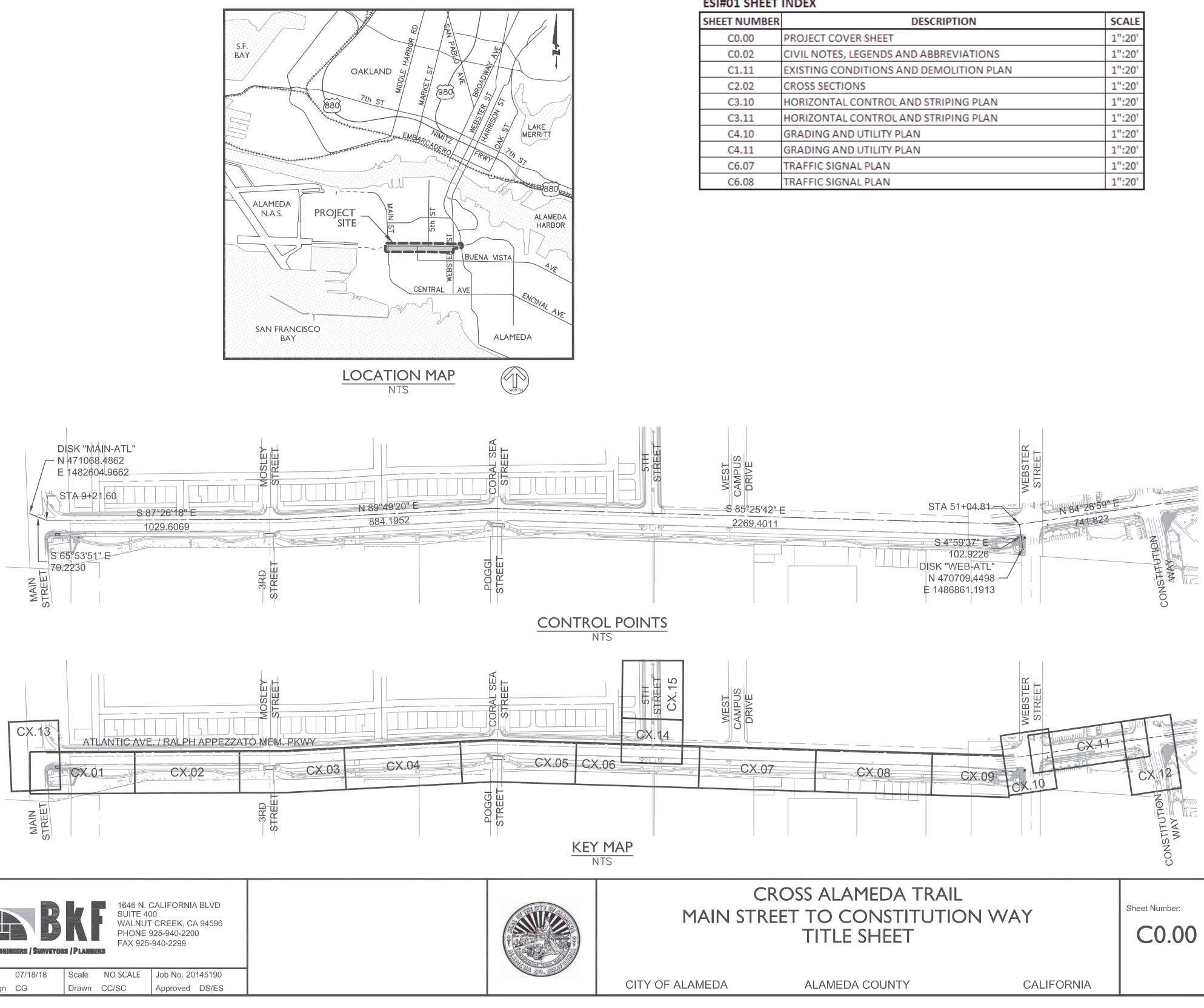
SCOTT WIKSTROM, P.E. RCE #56266

CITY ENGINEER CITY OF ALAMEDA





DATE

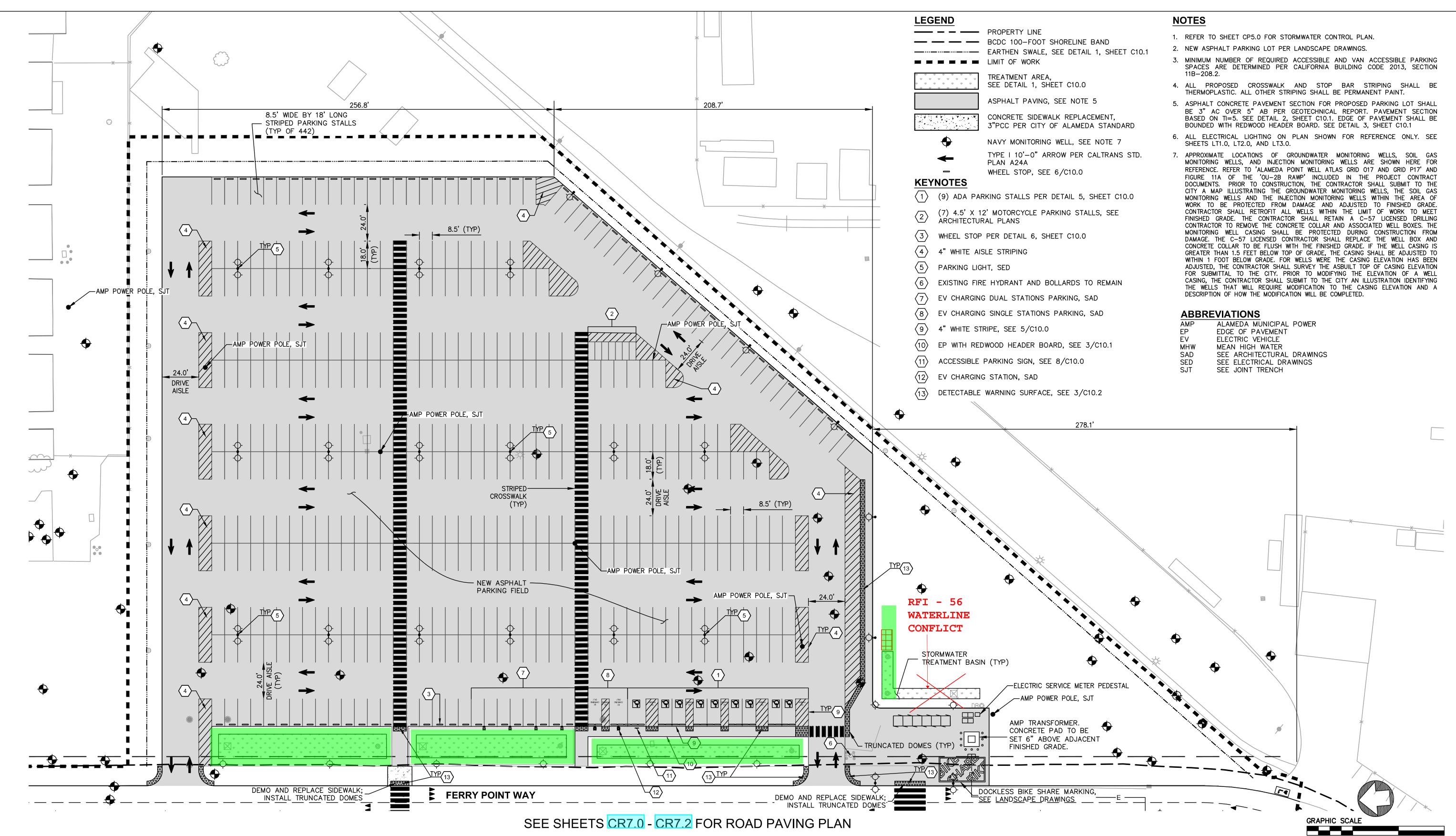


-10	No.	Date	Revisions						
		07/18/2018	CONSTRUCTION DOCUMENTS	OFD PROFESS/ONAL				1646 N.	CALIFORNIA BLVD
-1-	1	01/10/2019	ESI-1 REVISIONS	Strutt 0. SCHARTER				SUITE 4	00
				No. 51158					T CREEK, CA 94596 925-940-2200
ш				* The *	Fnet	NEERS / SURVEYO		FAX 925	-940-2299
DAT				THE OF CALLEORNIE					
$\vdash$				01/11/2019	Date	07/18/18	Scale	NO SCALE	Job No. 20145190
				01/11/2019	Design	CG	Drawn	CC/SC	Approved DS/ES

# **CROSS ALAMEDA TRAIL MAIN STREET TO CONSTITUTION WAY CITY OF ALAMEDA, ALAMEDA COUNTY, CALIFORNIA** CIP #91402

PTION	SCALE
	1":20'
EVIATIONS	1":20'
LITION PLAN	1":20'
	1":20'
PING PLAN	1":20'
PING PLAN	1":20'
	1":20'
	1":20'
	1":20'
	1":20'

#### Seaplane Lagoon Ferry Terminal



CITY OF ALAMEDA Mernst adison marquette		Architects MARCY <b>WONG</b> DONN <b>LOGAN</b> <b>A R C H I T E C T S</b> Tel: 510.843.0916 Email: office@wonglogan.com	Civil Engineer BKF Tel: 925.940.2214 Email: dschaefer@bkf.com	Landscape Archite GROUNDWORKS O Email:brennan@groundwork
OMPSON DORFMAN PARTNERS AMMELL CROW RESIDENTIAL	Developer THOMPSON DORFMAN PARTNERS LLC Alexandra Daum	Marine/Structural Engineer COWI NORTH AMERICA INC Tel: 510.267.7164 Email: jmc@cowi.com	Electrical Engineer THE ENGINEERING ENTERPRISE Tel: 510.263.1522 Email: paul@engent.com	Lighting Design HORTON LEES BRO Tel: 415.348.8273 Email:AM

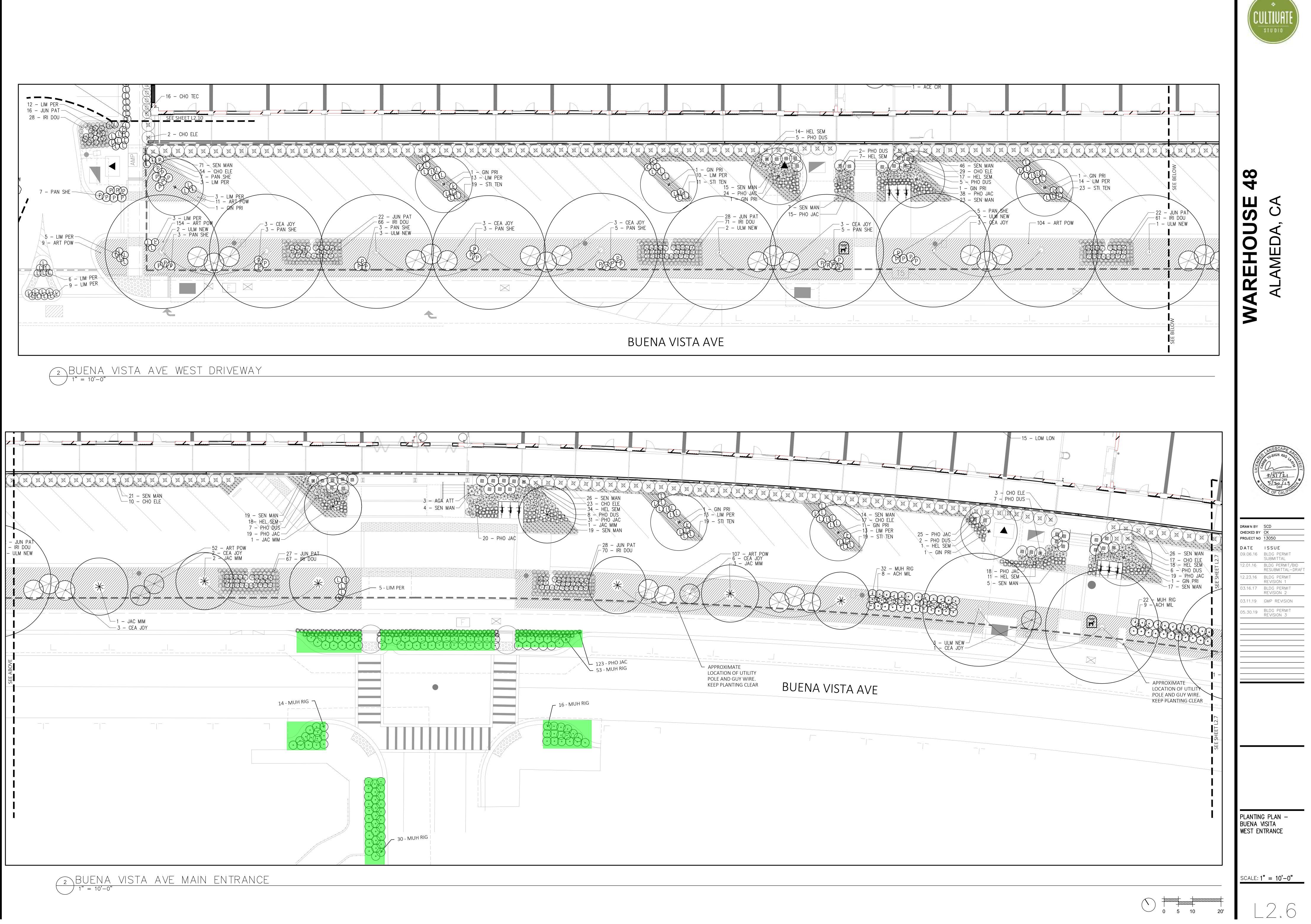


Ρ	ALAMEDA MUNICIPAL POWER
	EDGE OF PAVEMENT
	ELECTRIC VEHICLE
W	MEAN HIGH WATER
C	SEE ARCHITECTURAL DRAWINGS
)	SEE ELECTRICAL DRAWINGS
Γ	SEE JOINT TRENCH

#### AS-BUILT

ons	Project No. 20175275	Sheet Name
Date	Phase BUILDING PERMIT SUBMITTAL	PARKING CIVIL SITE
D-SIDE PLAN REVIEW REVISIONS 4/16/2019	Date 11/28/2018	PLAN
	Drawn by RJ	Sheet No.
	Checked by BR	CP3.0
	Scale at Sheet Size 22X34	

Del Monte Street Extension / Entrances, Sidewalks/Parkways, Bio-Swales

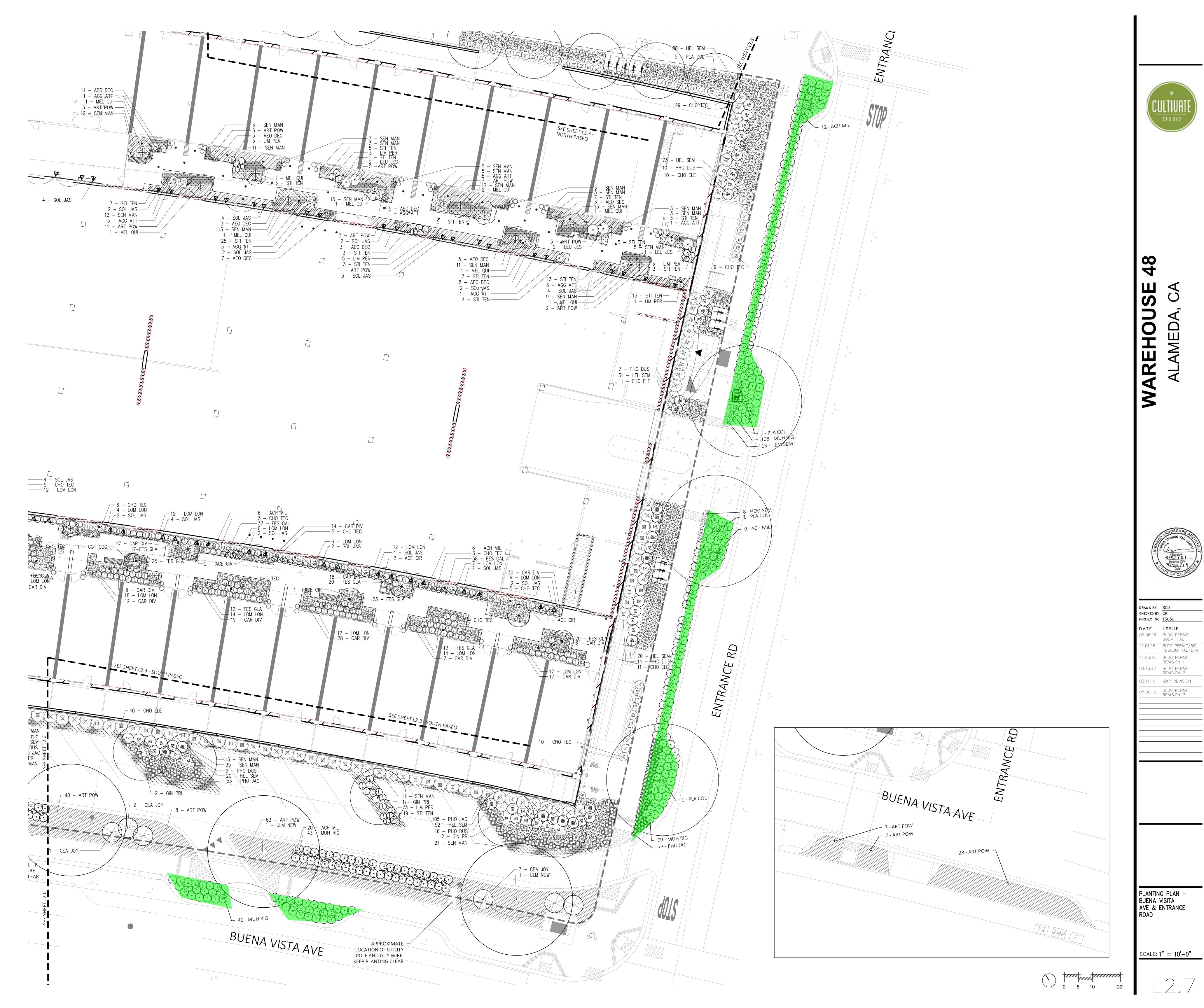




S П C Ц Ш Ш



DRAWN BY CHECKED BY PROJECT NO	
<b>DATE</b> 09.06.16	<b>ISSUE</b> BLDG PERMIT SUBMITTAL
12.01.16	BLDG PERMIT/BID RESUBMITTAL-DRAFT
12.23.16	BLDG PERMIT REVISION 1
03.16.17	BLDG PERMIT REVISION 2
03.11.19	GMP REVISION
05.30.19	BLDG PERMIT REVISION 3
PLANTIN BUENA	
WEST EN	
SCALE: 1	" = 10'-0"
	$\mathcal{C}$



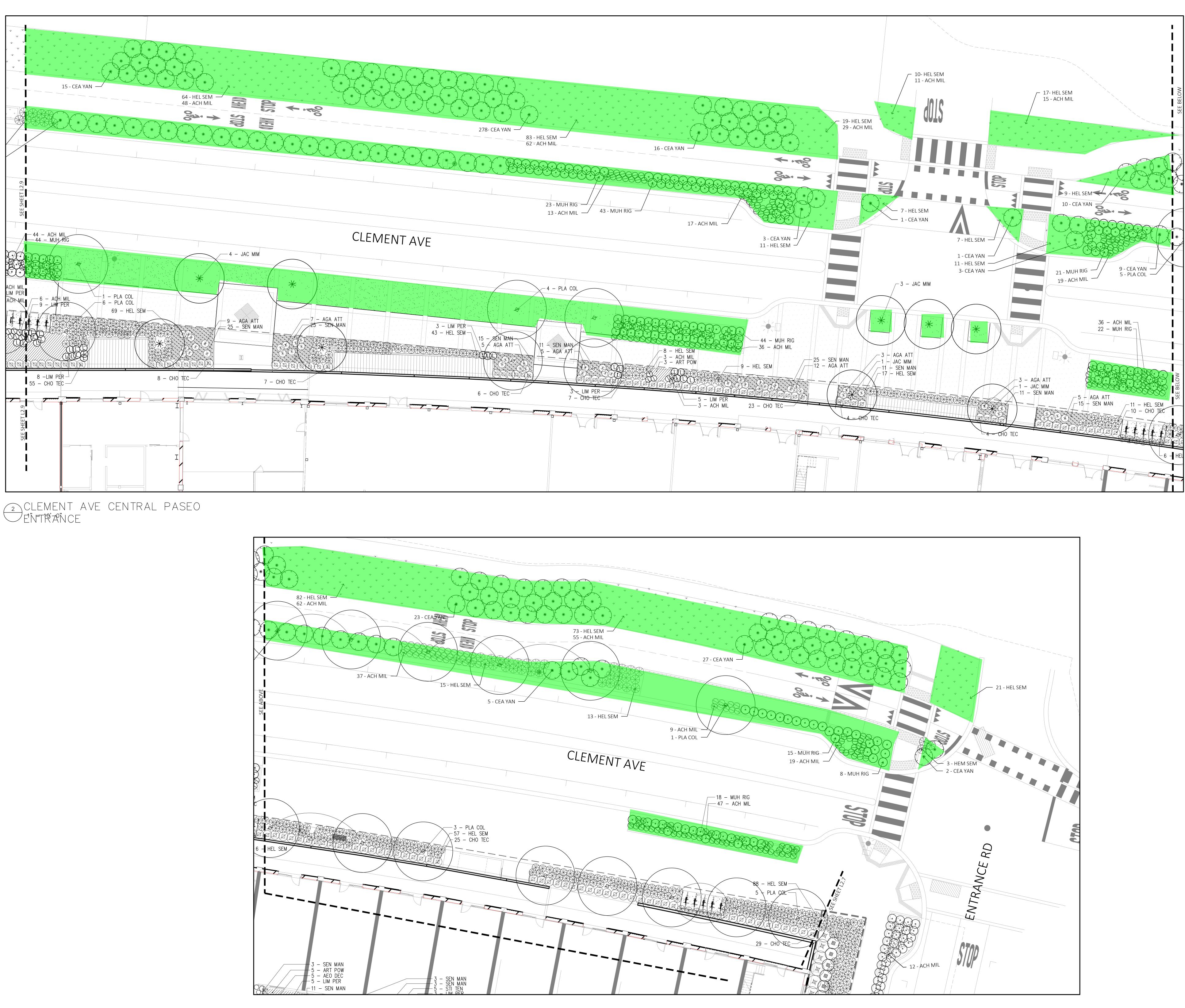


## 48 В $\mathbf{C}$ **OH** AED ARE

3



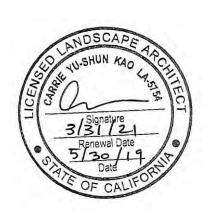
DRAWN BY	SCD
CHECKED BY	СК
PROJECT NO	13050
09.06.16	BLDG PERMIT SUBMITTAL
12.01.16	BLDG PERMIT/BID
	RESUBMITTAL-DRAFT
12.23.16	BLDG PERMIT REVISION 1
03.16.17	BLDG PERMIT
03.11.19	REVISION 2 GMP REVISION
05.30.19	BLDG PERMIT REVISION 3
PLANTIN	G PLAN -
BUENA	
	ENTRANCE
ROAD	
SCALE: 1	<b>"</b> = 10'-0"
	- 10 - 0
1	$\frown$ $\neg$



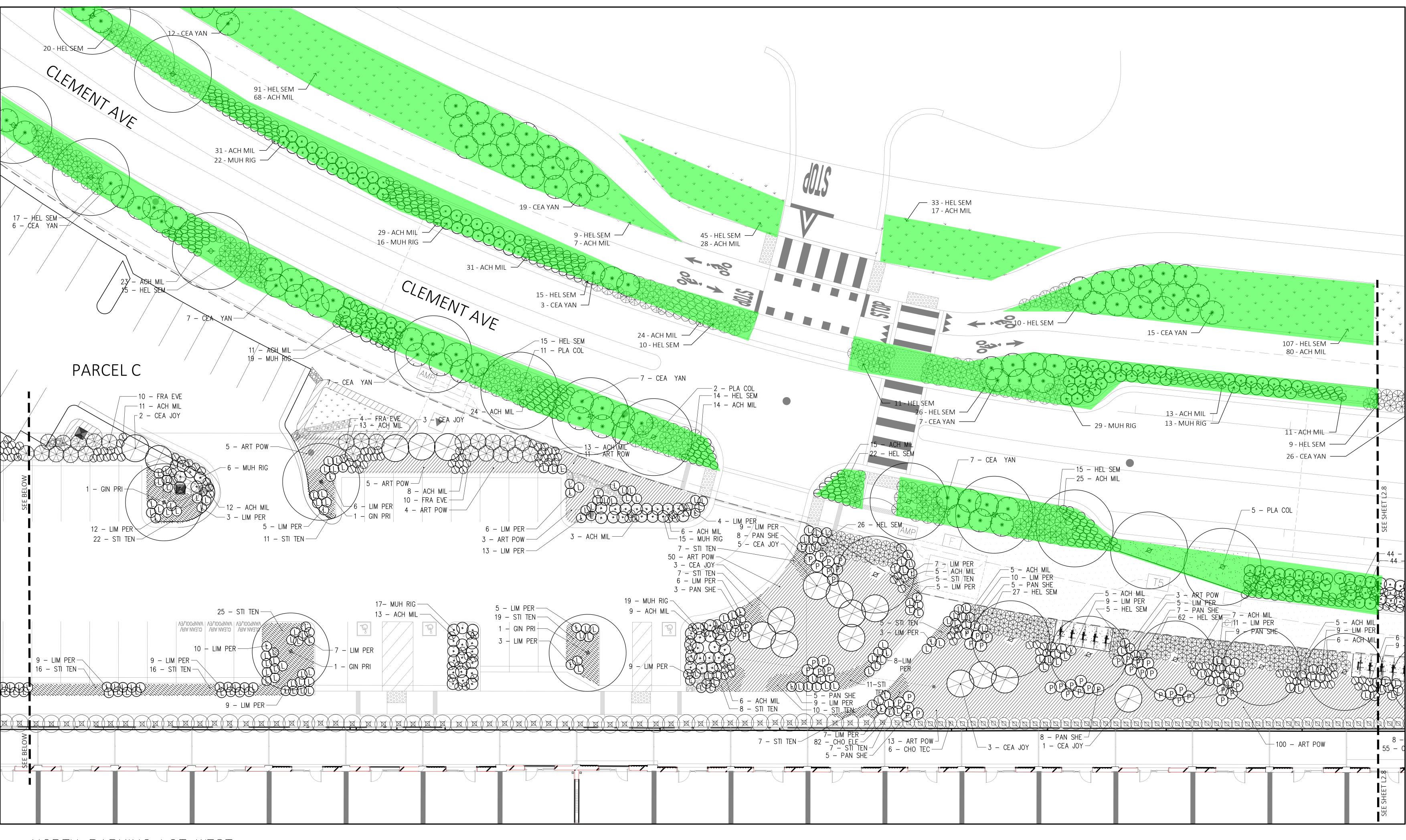
2 CLEMENT AVE & ENTRANCE ROAD 1" = 10'-0"

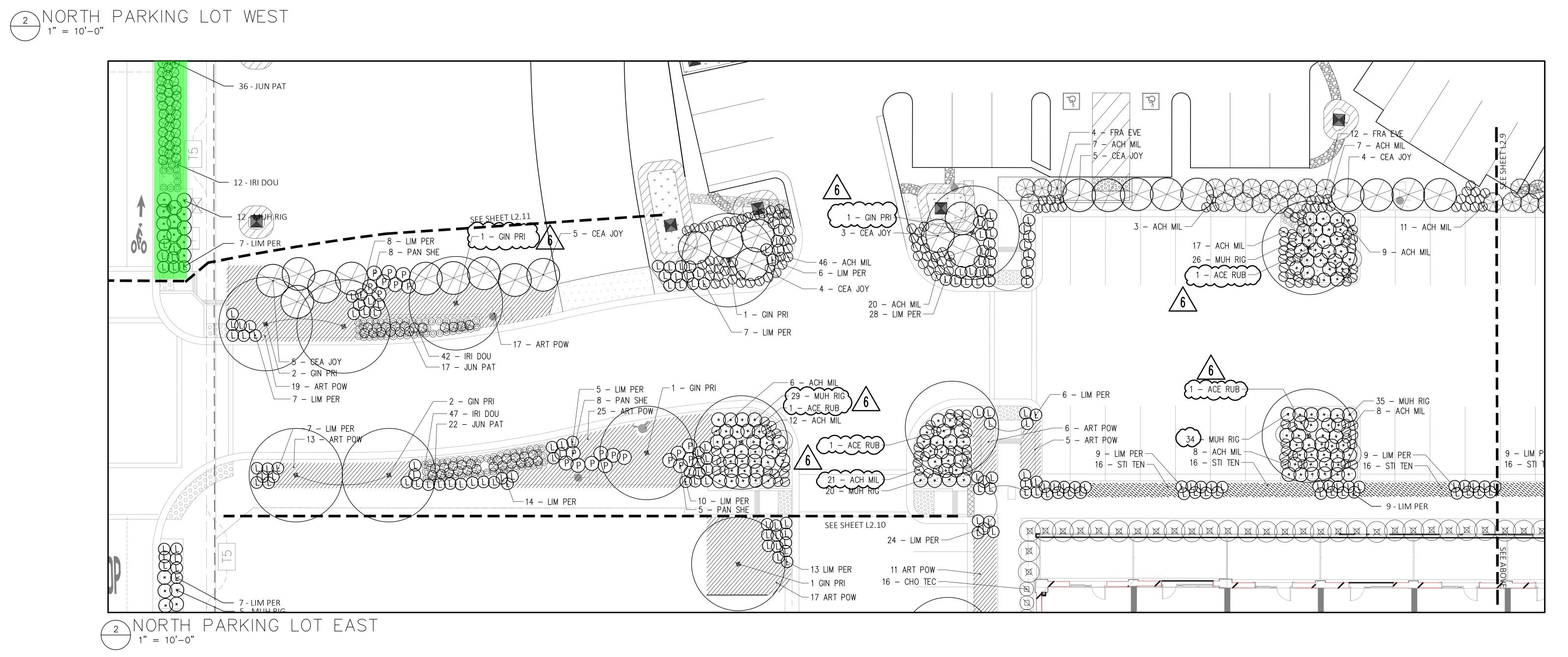


# 48 Ш S CA **OH** MED R E A



	<b>DRAW N BY</b> <b>CHECKED BY</b> <b>PROJECT NO</b> <b>D A T E</b> 09.06.16 12.01.16	
	12.23.16 03.16.17 03.11.19	BLDG PERMIT REVISION 1 BLDG PERMIT REVISION 2 GMP REVISION
	05.30.19	BLDG PERMIT REVISION 3
	EAST CL AVE & (	
	SCALE: 1	" = 10'-0"
0 5 10 20'		2.8



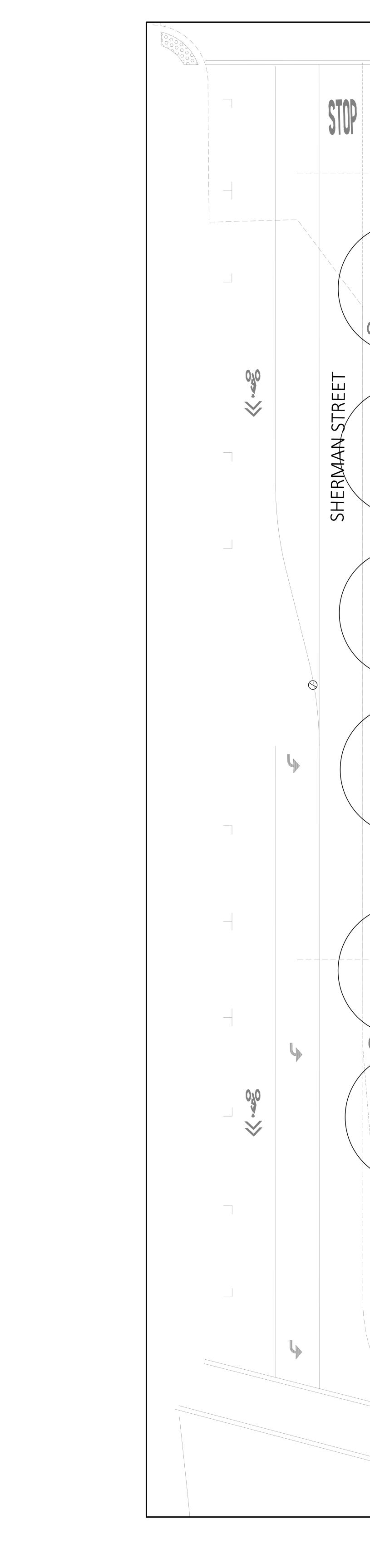


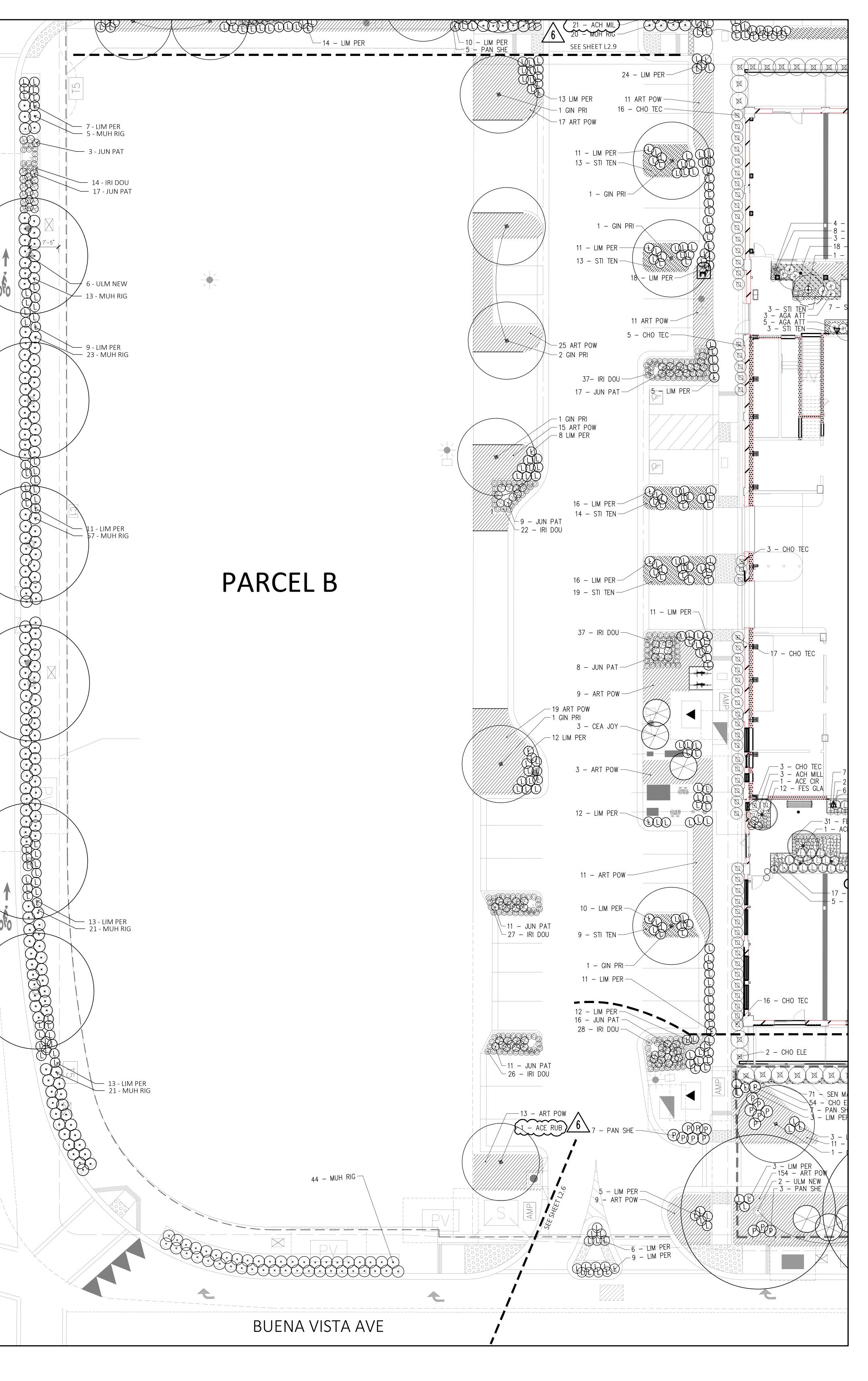


# 48 SШ 4 $\bigcirc$ **P MED**



• •		
	DRAWN BY CHECKED BY	
	PROJECT NO	
	<b>DATE</b> 09.06.16	BLDG PERMIT SUBMITTAL
	12.01.16	BLDG PERMIT/BID RESUBMITTAL-DRAFT
	12.23.16	BLDG PERMIT REVISION 1
	03.16.17	BLDG PERMIT REVISION 2
	03.11.19	GMP REVISION
	05.30.19	BLDG PERMIT REVISION 3
	PLANTIN NORTH F	G PLAN -
	LOT	ARNING
	SCALE: 1	" = 10'-0"
0 5 10 20'		2,9







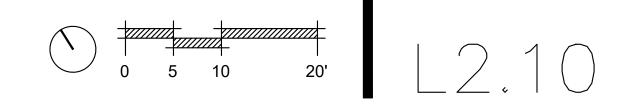
# **ALAMEDA, CA**

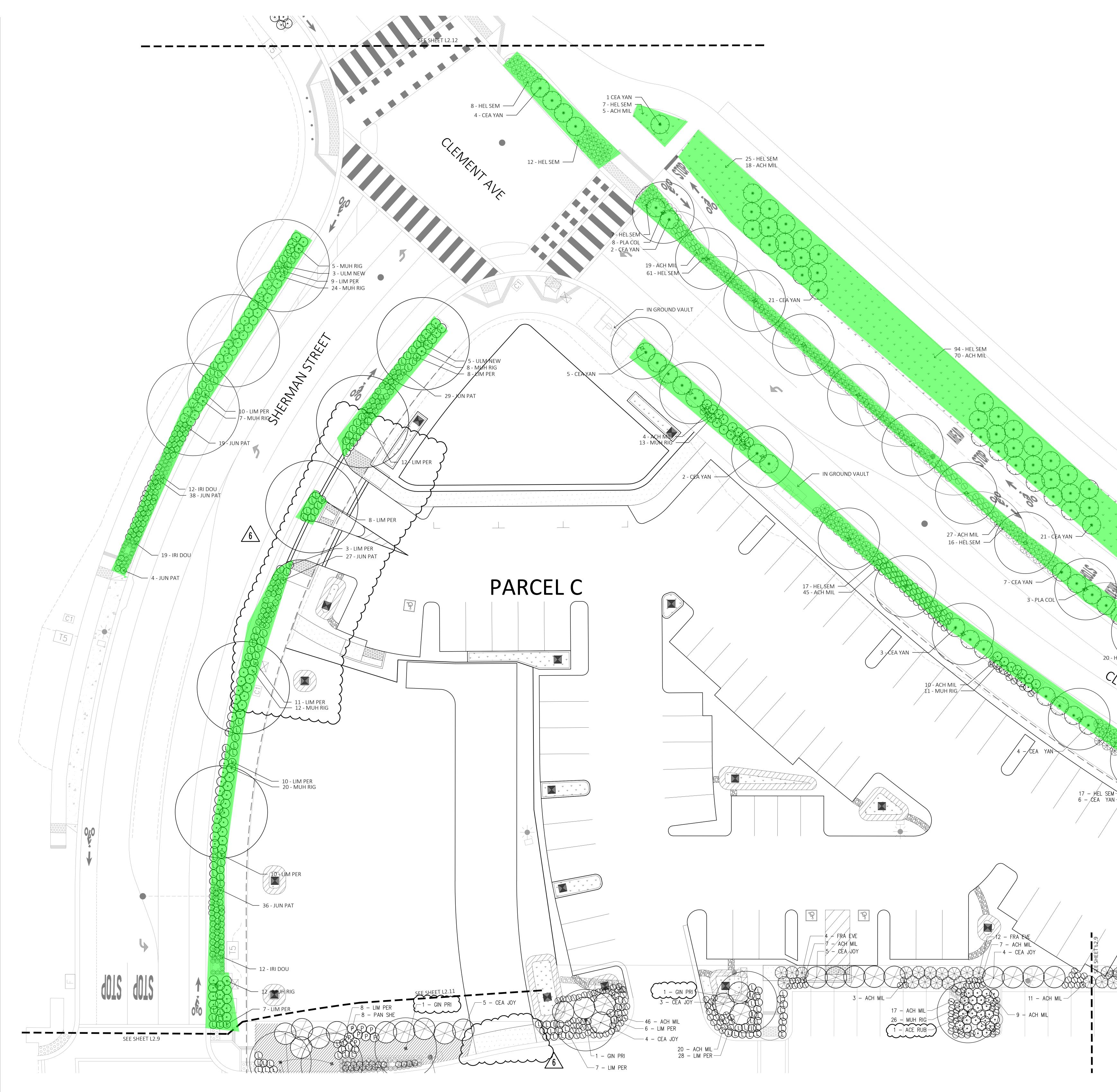


DRAWN BY CHECKED BY PROJECT NO	SCD CK 13050
<b>DATE</b> 09.06.16	<b>issue</b> Bldg permit Submittal
12.01.16	BLDG PERMIT/BID RESUBMITTAL-DRAFT
12.23.16	BLDG PERMIT REVISION 1
03.16.17	BLDG PERMIT REVISION 2
03.11.19	GMP REVISION
05.30.19	BLDG PERMIT REVISION 3
PLANTIN	G PLAN -

PLANTING PLAN – WEST PARKING LOT & SHERMAN STREET

SCALE: 1" = 10'-0"







# **AREHOUSE 48** ALAMEDA, CA

3



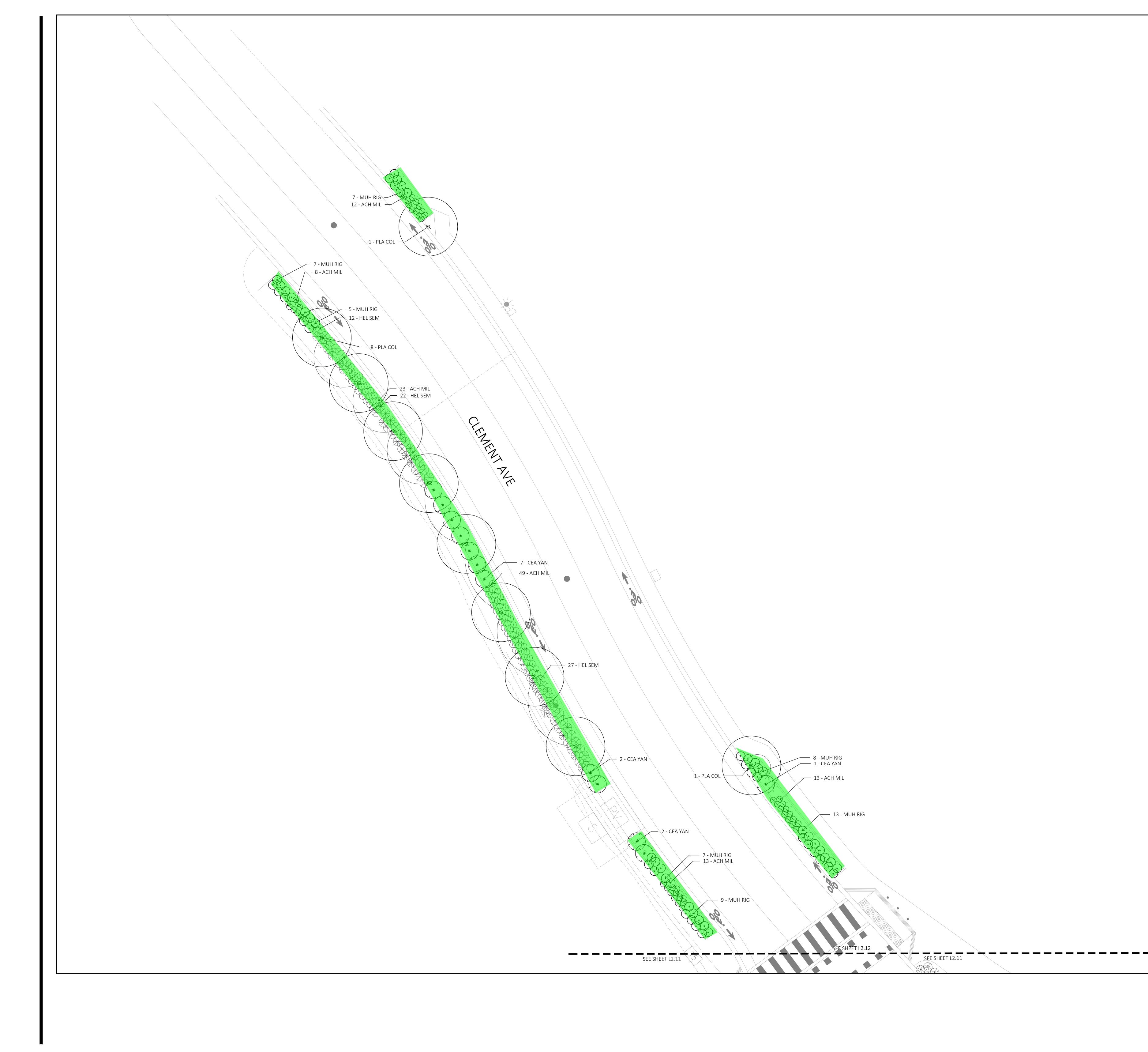
DRAWN BY CHECKED BY PROJECT NO	SCD СК 13050
<b>DATE</b> 09.06.16	<b>issue</b> Bldg permit submittal
12.01.16	BLDG PERMIT/BID RESUBMITTAL-DRAFT
12.23.16	BLDG PERMIT REVISION 1
03.16.17	BLDG PERMIT REVISION 2
03.11.19	GMP REVISION
05.30.19	BLDG PERMIT REVISION 3

PLANTING PLAN – SHERMAN STREET & CLEMENT AVE INTERSECTION

SCALE: 1" = 10'-0"

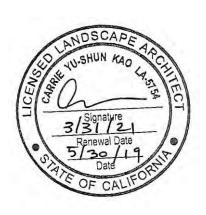
L2.11

0 5 10 20'





# 48 В П П **NOH MED** WAREI A AL

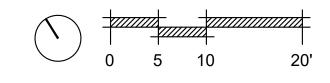


DRAWN BY CHECKED BY	SCD CK		
PROJECT NO	13050		
DATE	ISSUE		
09.06.16	BLDG PERMIT SUBMITTAL		
12.01.16	BLDG PERMIT/BID RESUBMITTAL-DRAFT		
12.23.16	BLDG PERMIT REVISION 1		
03.16.17	BLDG PERMIT REVISION 2		
03.11.19	GMP REVISION		
05.30.19	BLDG PERMIT REVISION 3		

PLANTING PLAN -CLEMENT AVE WEST EXTENSION

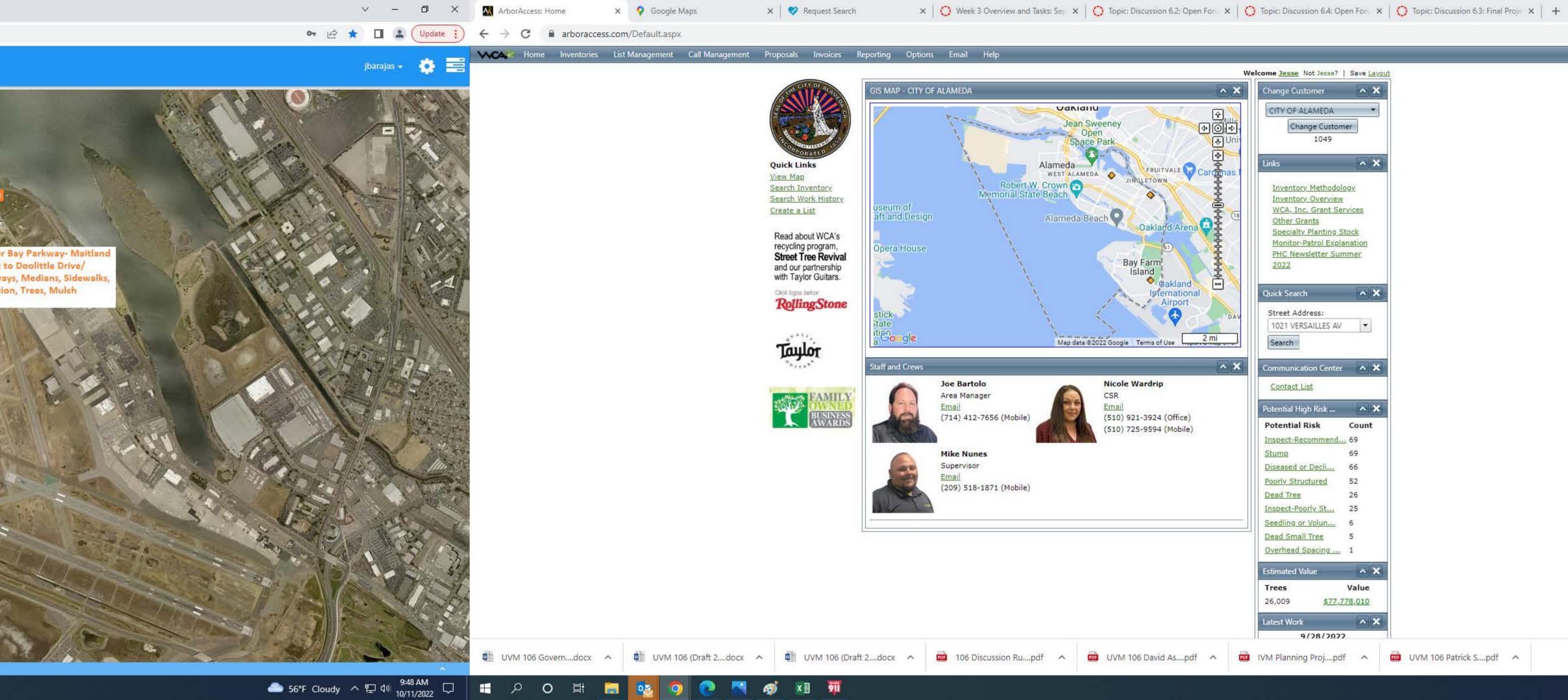
SCALE: 1" = 10'-0"

L2.12



# Harbor Bay Parkway – Maitland Street to Doolittle Driveway, Parkways, Medians

+ v ←	VebMap × → C	+ a.gov/WebGIS/src/index.html?agency=Alameda&app=Lucity#/homemap
	Search	Alameda GIS
	Table of Contents	+ 122°13'43",37°44'34" 1:18056
ſ	Identify	
1	Draw	
	Measure	
#	Print	
	Bookmarks	O VICE A CONTRACT OF A CONTRACT
	Views	
	Overview	
2	Google Street View	
	Basemaps	<image/>
		💫 두 o 🛱 🗖 🕺 📀 💽 🚿 🚿 🖬 🐺

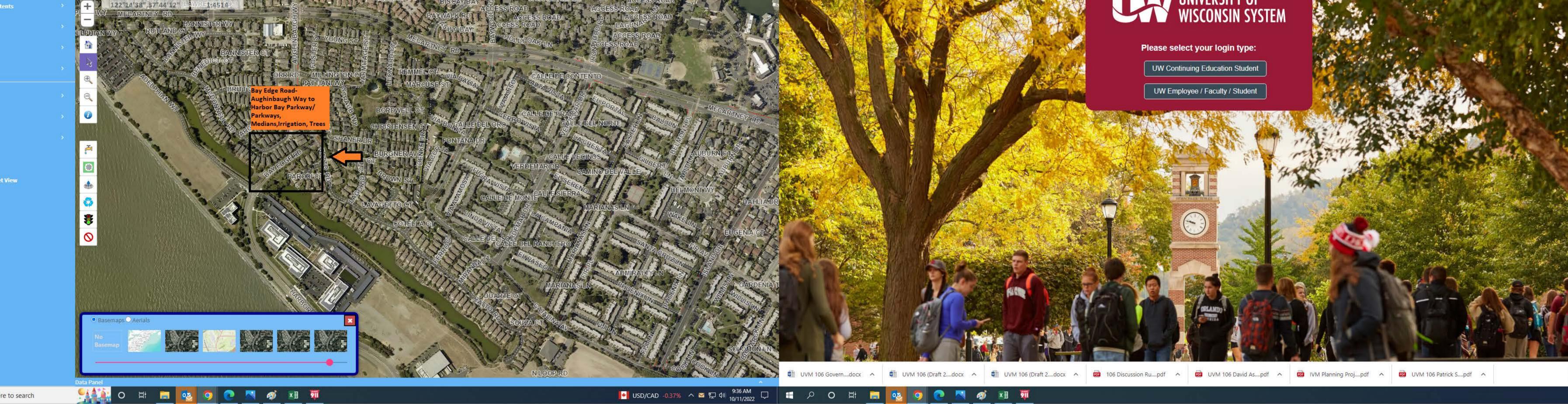






9:48 AM 10/11/2022

Bay Edge Road – Aughinbaugh Way to Harbor Bay Parkway, Parkways and Medians

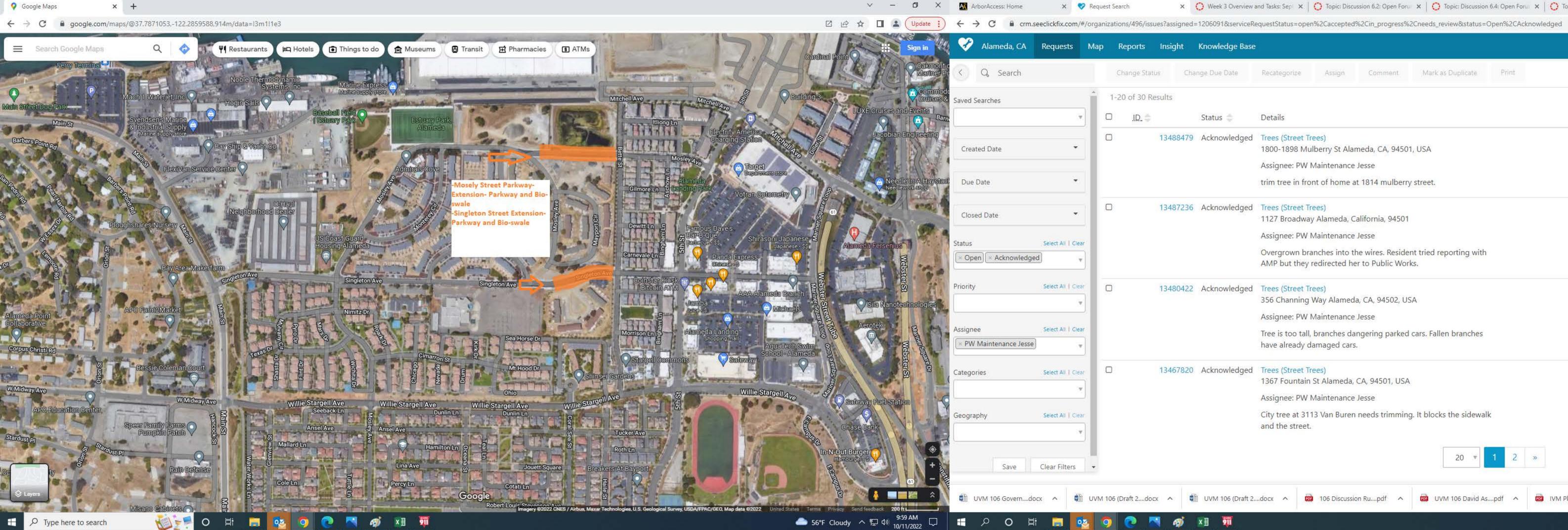






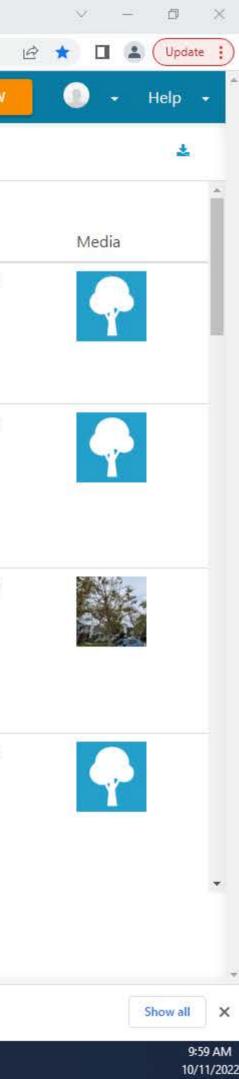


#### Mosley Street Parkway – Extension – Parkway and Bio-Swale

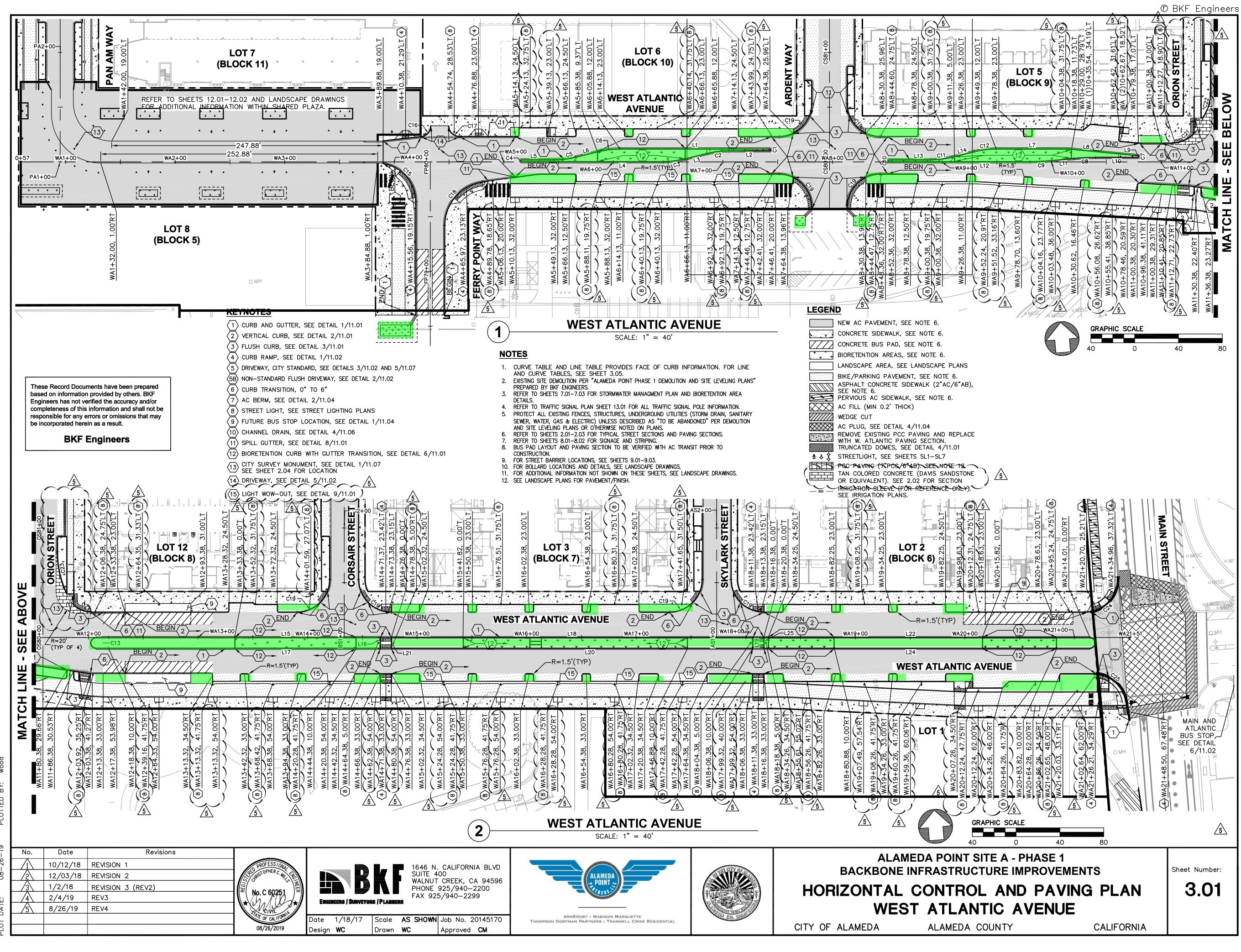


O Week 3 Overview and Tasks: Sept 🗙	O Topic: Discussion 6.2: Open Forum 🗙	O Topic: Discussion 6.4: Open Forum 🗙	O Topic: Discussion 6.3: Final Proje ×	+

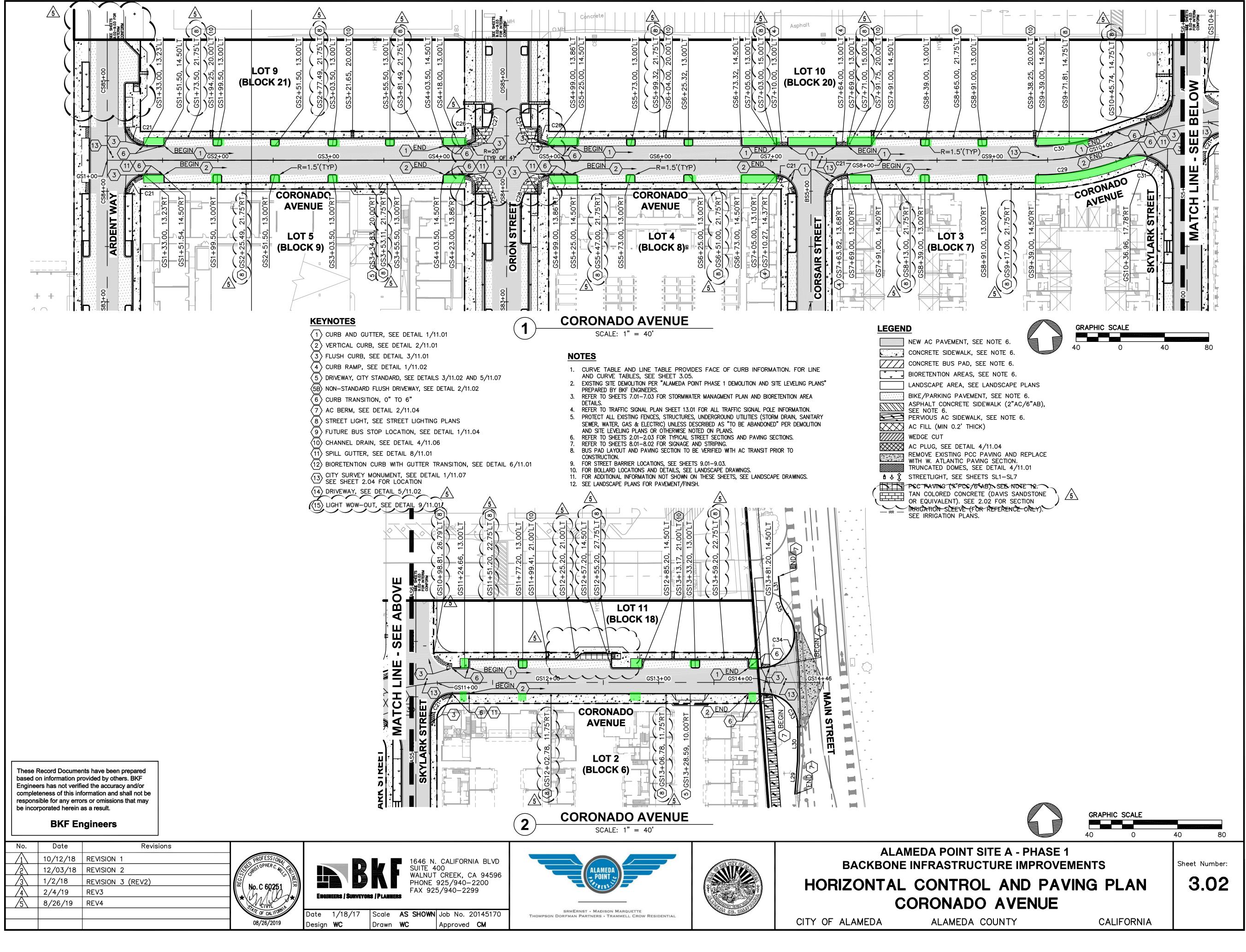
E.	Knowledge Base			NEW
Cha	ange Due Date	Recategorize Assign Comment Mark as Duplicate Print		
	Status 👙	Details	Created 🖕	Due 🌐
179		Trees (Street Trees)         1800-1898 Mulberry St Alameda, CA, 94501, USA         Assignee: PW Maintenance Jesse         trim tree in front of home at 1814 mulberry street.	09/28/2022 9:43 PM	02/09/2023
236	Acknowledged	Trees (Street Trees) 1127 Broadway Alameda, California, 94501 Assignee: PW Maintenance Jesse Overgrown branches into the wires. Resident tried reporting with AMP but they redirected her to Public Works.	09/28/2022 1:57 PM	02/09/2023
122	Acknowledged	Trees (Street Trees) 356 Channing Way Alameda, CA, 94502, USA Assignee: PW Maintenance Jesse Tree is too tall, branches dangering parked cars. Fallen branches have already damaged cars.	09/27/2022 10:49 AM	02/08/2023
320	Acknowledged	Trees (Street Trees)         1367 Fountain St Alameda, CA, 94501, USA         Assignee: PW Maintenance Jesse         City tree at 3113 Van Buren needs trimming. It blocks the sidewalk         and the street.         20 T       1       2       >	09/24/2022 12:37 PM	02/06/2023
	🖹 UVM 106 (Draft 2	docx 🔨 🚾 106 Discussion Rupdf 🥎 UVM 106 David Aspdf 🥎 IVM Planning Projpdf 🦔	UVM 106 Patrick Spdf	~



# Site A Public Parkways and Site A Bio-Swales Highlighted in Green

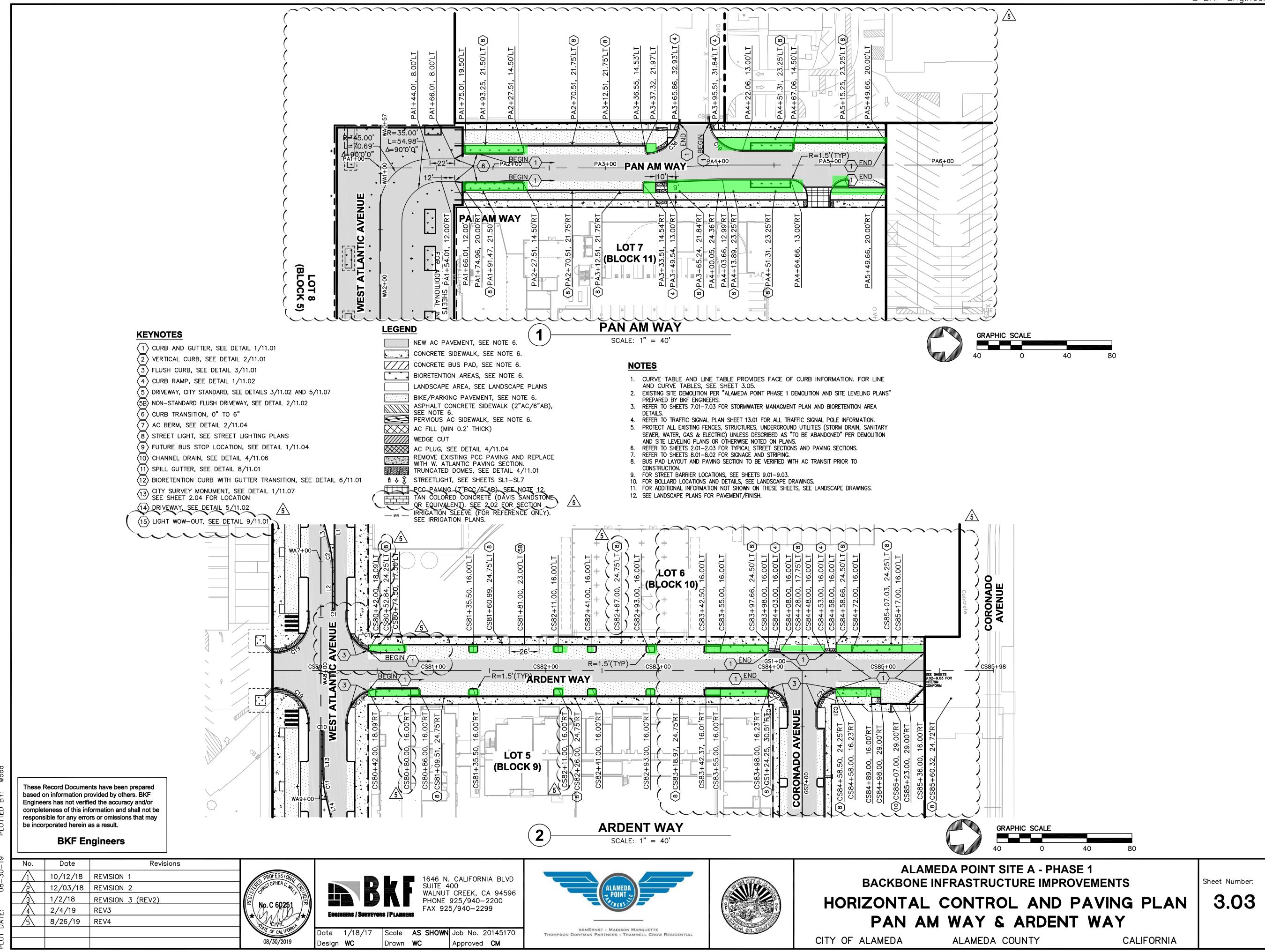


DRAWING NAME: \\BKF-WC\vol4\2014\145170\_Alameda\_Pt\_Mixed\_Use\ENG\\_BACKBONE\PHASE 01\SHEETS\301\_APA1PRH PLOT DATE: 08-26-19 PLOTTED BY: wood



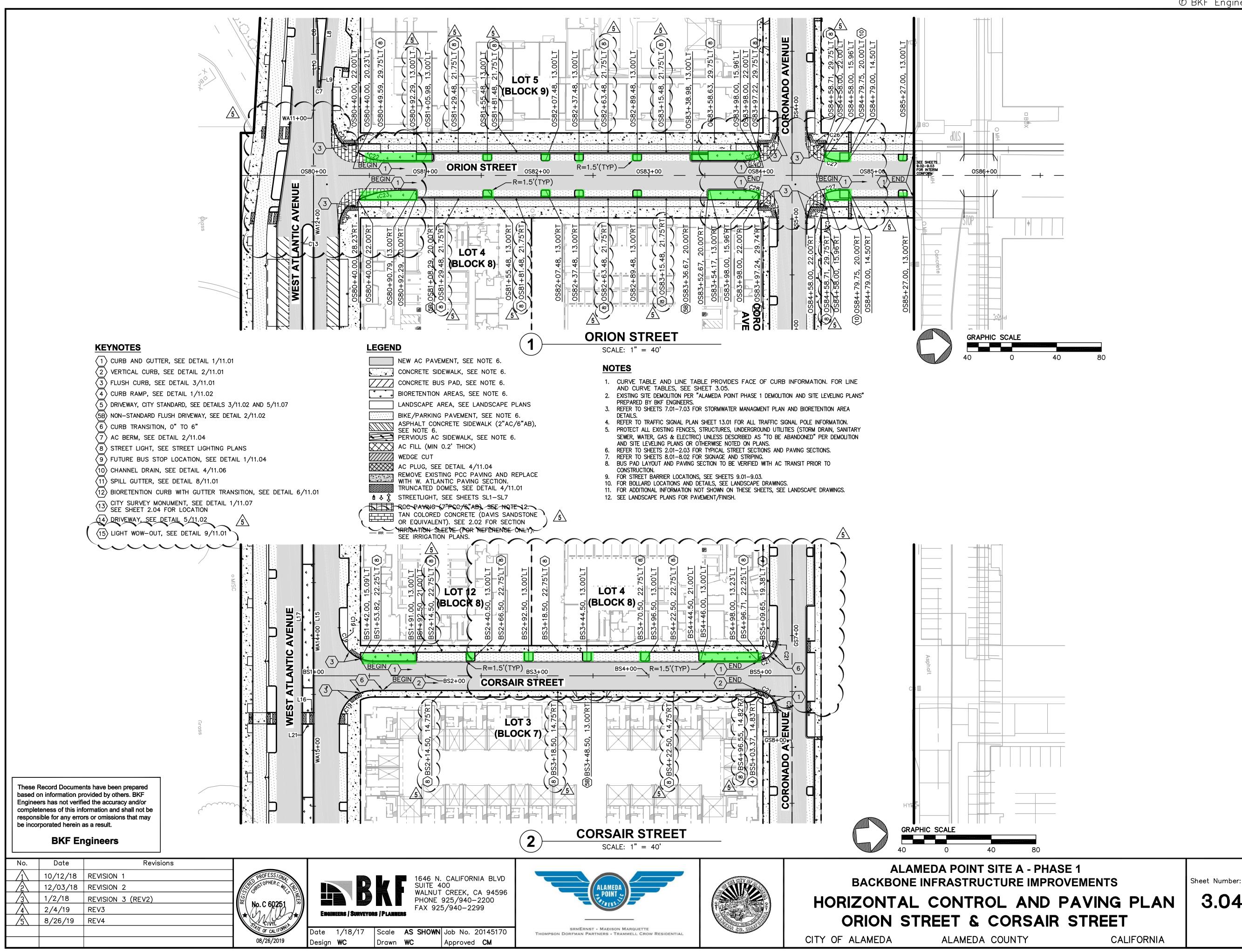
≥σ \\BKF 08-26 ΖĿ DG DA DRAW PLOT

**O** BKF Engineers



≶ഉ \\BKF 08-30 ΖĿ DG DA DRAW PLOT

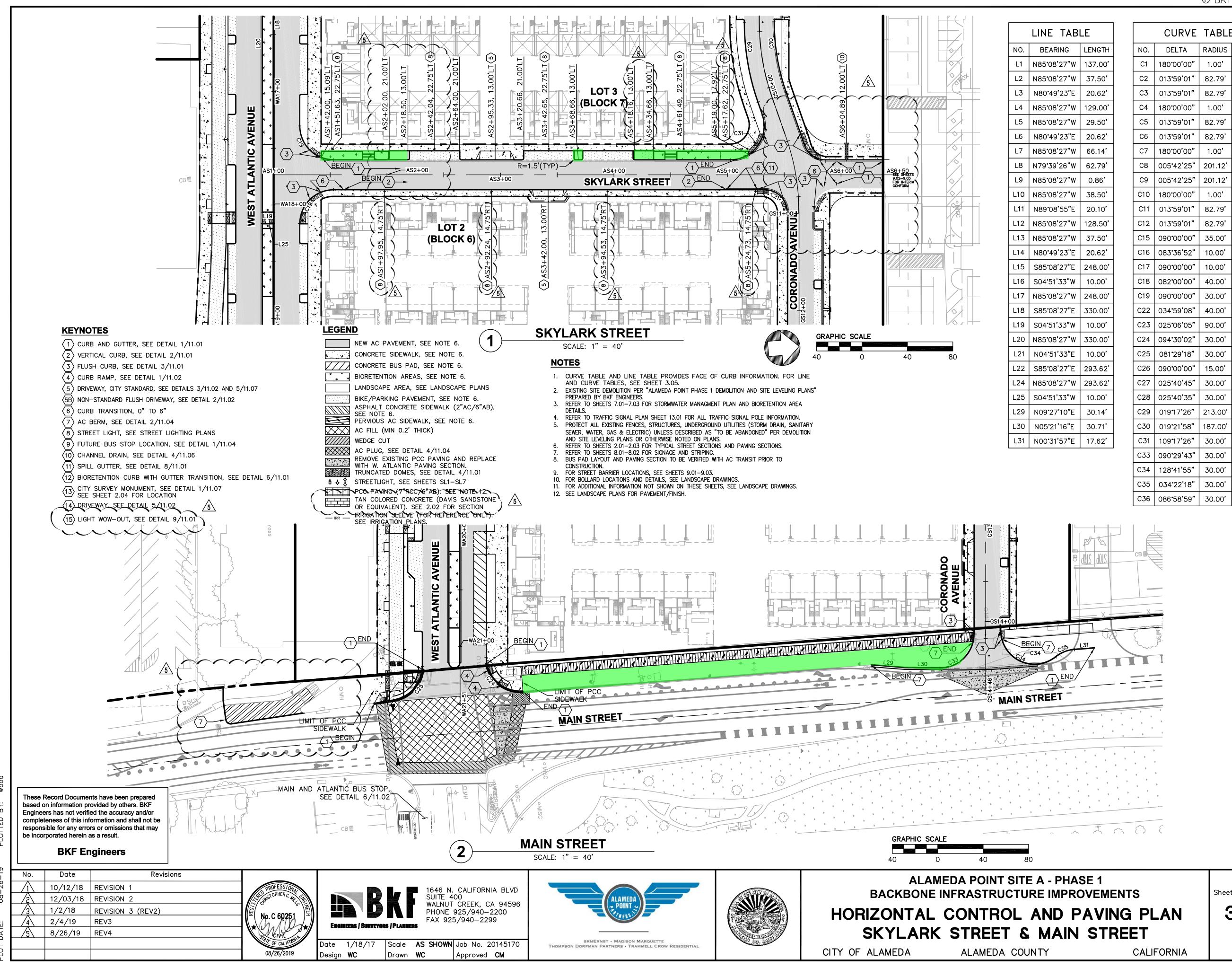
**O** BKF Engineers



≶ഉ \\BKF 08-26 ΖĿ DA DRAW PLOT



**O** BKF Engineers



-/201 šσ ∕⁄8 D N C , So

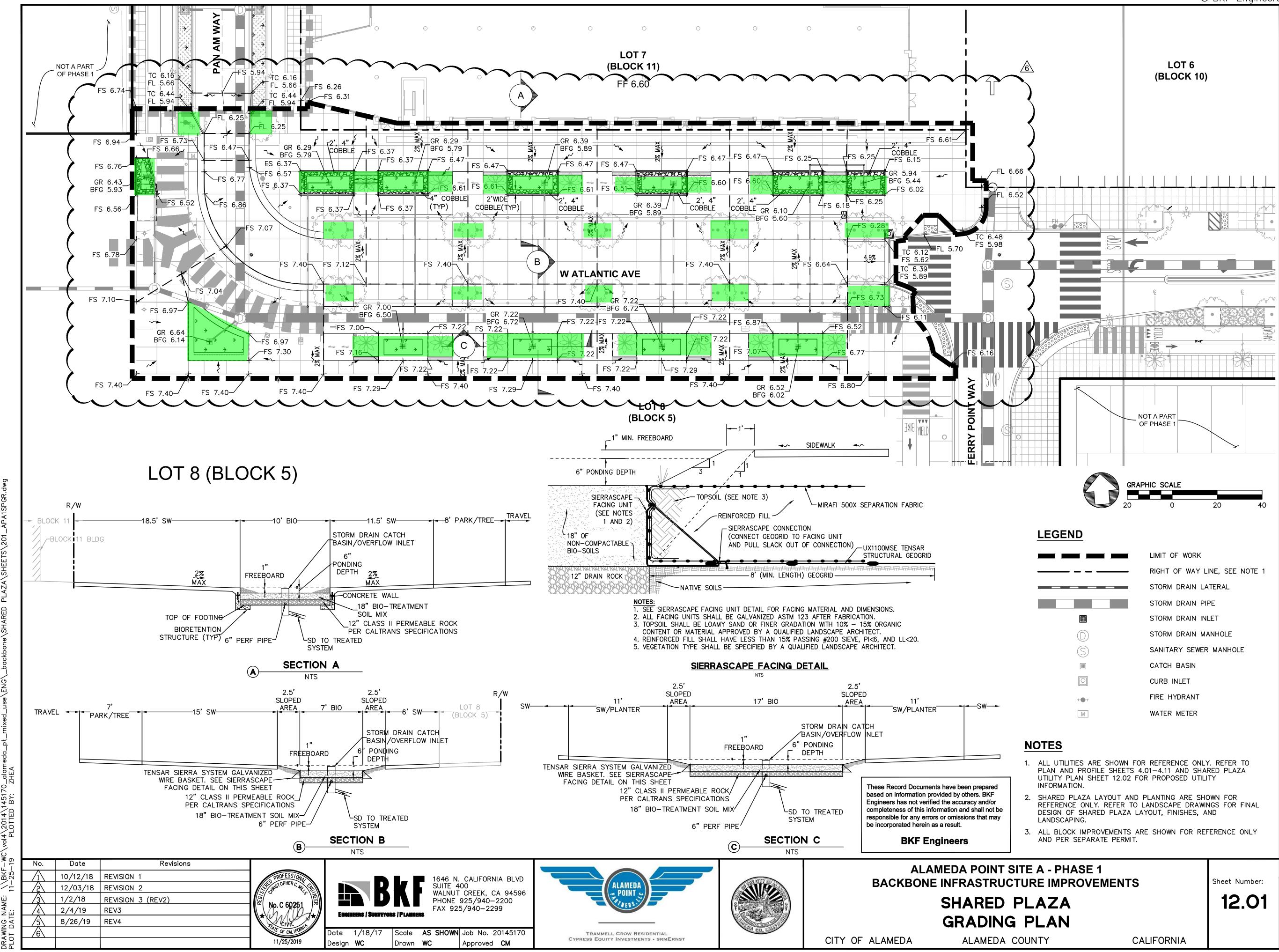
# **O** BKF Engineers

45.54'

Sheet Number:

3.05

BLE			CURVE	TABLE	-	
	LENGTH		NO.	DELTA	RADIUS	LENGTH
V	137.00'		C1	180 <b>°</b> 00'00"	1.00'	3.14'
V	37.50'		C2	013•59'01"	82.79'	20.21'
-	20.62'		С3	013•59'01"	82.79'	20.21'
٧	129.00'		C4	180 <b>°</b> 00'00"	1.00'	3.14'
V	29.50'		C5	013•59'01"	82.79'	20.21'
-	20.62'		C6	013•59'01"	82.79'	20.21'
V	66.14'		C7	180 <b>°</b> 00'00"	1.00'	3.14'
V	62.79'		C8	005•42'25"	201.12'	20.03'
V	0.86'		C9	005•42'25"	201.12'	20.03'
V	38.50'		C10	180°00'00"	1.00'	3.14'
-	20.10'		C11	013•59'01"	82.79'	20.21'
V	128.50'		C12	013•59'01"	82.79'	20.21'
V	37.50'		C15	090'00'00"	35.00'	54.98'
-	20.62'		C16	083•36'52"	10.00'	14.59'
-	248.00'		C17	090'00'00"	10.00'	15.71'
1	10.00'		C18	082'00'00"	40.00'	57.25'
V	248.00'		C19	090'00'00"	30.00'	47.12'
-	330.00'		C22	034•59'08"	40.00'	24.42'
1	10.00'		C23	025*06'05"	90.00'	39.43'
V	330.00'		C24	094•30'02"	30.00'	49.48'
-	10.00'		C25	081°29'18"	30.00'	42.67'
-	293.62'		C26	090'00'00"	15.00'	23.56'
V	293.62'		C27	025°40'45"	30.00'	13.45'
1	10.00'		C28	025•40'35"	30.00'	13.44'
-	30.14'		C29	019 <b>'</b> 17'26"	213.00'	71.71'
	30.71'		C30	019 <b>°</b> 21'58"	187.00'	63.21'
-	17.62'		C31	109 <b>'</b> 17'26"	30.00'	57.22'
			C33	090 <b>°</b> 29'43"	30.00'	47.38'
			C34	128•41'55"	30.00'	67.39'
			C35	034•22'18"	30.00'	18.00'



\_\_alan ZHEA 4\2014\145170 PLOTTED BY: ≥ ໑ \\BKF 11-25-Ζļ D\_∩ D\_0

CAL	IFOR	NIA



20	0	20 40
D		
	LIMIT OF WORK	
	RIGHT OF WAY L	INE, SEE NOTE 1
	STORM DRAIN LA	TERAL
	STORM DRAIN PI	PE
	STORM DRAIN IN	LET
$\square$	STORM DRAIN M	ANHOLE
S	SANITARY SEWER	MANHOLE
	CATCH BASIN	
	CURB INLET	
+•+	FIRE HYDRANT	
M	WATER METER	

# Exhibit C -Experience Performing Similar Services Form

The Bidder is required to state what work of a similar character to that included in the proposed contract the Bidder has successfully performed and give reference which will enable the City to judge his responsibility, experience skill, and business standing. The Contractor shall have a minimum of three years' experience in maintaining municipal landscape of similar scope and size or greater to the City of Alameda.

The Bidder shall submit with the bid proposal this statement of the work of a similar size and character to that included in the proposed contract which the Bidder has successfully performed.

Agency for Whom Work	Contact Name w/	Project	Date	Contract
Was Done	Phone #			Price

SIGNED: \_\_\_\_\_

# BIDDER'S PROPOSAL

The undersigned declared that they have carefully examined locations of the proposed work, scope of work and Standard Provisions and hereby proposed to furnish all labor, materials, machinery, tools and equipment required to perform the work, and to do all the said work in accordance with said Standard provisions for the unit prices set forth in the following schedule.

Item <u>No.</u>	Location		Items with Unit Prices Written in Words	Monthly Unit Price	Total Annual Price
А.	<b>WEEKLY-PATHWAY/PARKWAYS/PLANTER STRIP- MAINTENANCE</b> As outlined in Preliminary Quantities				
		@	Lump Sum	\$	\$
В.	<b>2/MONTH-BIOSW</b> Work as outlined in I		<b>SIDEWALK/CONCRETI</b> nary Quantities	E MEDIAN- MAIN	TENANCE
		@ _	Lump Sum_	\$	\$
C.	CAT RAMP WEEF Work as outlined in l		ATHWAY MAINTENAN nary Quantities	CE	
		@	Lump Sum	\$	\$
D.	IRRIGATION REP	PAIRS			
1.	300 Heads Labor/Materials	@	Each Head	\$	\$
2.	40 Irrigation Line Repairs	@	Each Repair	\$	\$

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
3.	50 Irrigation Valve Repairs	@ Each Valve	\$	\$
		SUBTOTAL BID:	\$	
		EXTRA WORK:	\$ <u>20,000.00</u>	
		TOTAL BID:	\$	
TOTA	L BID WRITTEN	IN WORDS:		

SIGNED: \_\_\_\_\_

# CITY OF ALAMEDA INTEGRATED PEST MANAGEMENT POLICY

#### **IPM CONTRACT SPECIFICATIONS**

#### **COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:**

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with the most-current version of its Municipal Regional Stormwater NPDES Permit, issued by the San Francisco Bay Regional Water Quality Control Board.

- □ Contractor shall 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 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.
- Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
  - 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) and good housekeeping (e.g. cleaning desk area);
  - 4. Biological controls (e.g., natural enemies or predators); (5)
  - 5. Reduced-risk chemical controls (e.g., soaps or oils);
  - 6. Other chemical controls.
- Prior to applying chemical controls the contractor shall complete a checklist (attached) for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that may require regular application of chemical controls the contractor shall submit one checklist annually prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. Additionally, the contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.
- Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
  - 1. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
  - 2. Organophosphorous pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)

- 3. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, metofluthrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil and its degradates
- 4. Diamides (chlorantraniliprole and cyantraniliprole), diuron, indoxacarb
- 5. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.
- □ Contractor shall sign the Contractor Verification Form (attached) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.
- □ Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.
- □ Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk.

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

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

Comment:

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

Comment:

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

Comment: \_\_\_\_\_

(4) Biological controls (e.g., natural enemies or predators)				
Comment:				
(5) Reduced-risk chemical controls (e.g., soaps or oils)				
Comment:				
(6) Other chemical controls				
Comment:				
Contractor Representative				
Print Name				
Date				
Date				

City Contractor

# **City of Alameda Contractor Verification Form Implementation of City of Alameda Integrated Pest Management Policy**

The City of Alameda (City) is mandated to:

- (a) Minimize its reliance on pesticides that threaten water quality, and
- (b) Require the effective use of Integrated Pest Management (IPM) in all municipal operations and on all municipal property.

To ensure compliance with this mandate, all City operations need to verifiably implement the practices and policies described in the City's IPM Policy adopted June 15, 2010. A copy of this IPM Policy is included with this form. The implementation of the IPM Policy is applicable to all municipal contractors that provide landscaping, structural pest control, or other pest management services in support of City operations and/or on municipal property.

The undersigning parties acknowledge that all elements of the City's IPM Policy will be implemented throughout the period of contractual services provided to City operations and on municipal property. Specific actions to document this performance shall include:

- Pest Management Contractor shall provide to City project manager for pre-approval the Pest Management Considerations Checklist.
- Pest Management Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
  - Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
  - o Organophosphorous pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
  - o Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, metofluthrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil and its degradates
  - o Diamides (chlorantraniliprole and cyantraniliprole), diuron, and indoxacarb
  - Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered and the threat of impact to water quality is prevented.
- Pest Management Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including product name and manufacturer, active ingredient(s), target pest(s), the total amounts used and reasons for any increase in use of any pesticide.
- If the Contractor's on-site personnel are currently IPM certified through either the EcoWise or GreenPro programs, or through another program, the contractor shall provide written evidence of any certifications to the City's project manager.

City Departmental Representative

**Contractor Representative** 

Print Name

Print Name

Date

Date

City Department

City Contractor

#### **EXHIBIT F**

#### Emergency Form

During the course of the work and/or while the contractor has responsibility for the project, emergencies may arise where it is necessary to repair or replace safety devices, or install additional safety devices, or take preventative measures necessary for public safety. Such corrections as may be necessary are the contractor's responsibility and he, or his representative, will be called upon in such emergencies.

Please fill in the following information and submit it to the Public Works Project Manager.

CONTRACTOR'S NAME		
CONTRACTOR'S PHONE NUMBER		
PROJECT SUPERINTENDENT		
CONTACT IN THE EVENT OF EMERGENCY:		
Name:		
Phone Number:		

In cases where the contractor, or his representative, cannot be contacted or will not take the necessary actions, the City Public Works Department will be notified and the necessary repairs, corrections, or changes will be made. The contractor will be billed for such remedial action. Charges will include the cost of labor at applicable rates, the City's normal overhead factor, the rental of any equipment or safety devices placed during the emergency that are damaged or stolen, or otherwise not returned to the City, will be billed to the contractor.

Scheduled starting date\_\_\_\_\_

Scheduled completion date

Job Name

# STANDARD SERVICE PROVIDER AGREEMENT

# **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this <u>day</u> of <u>, 20</u> ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation ("the **City**"), and COMPANY, a (California corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS ("**Provider**"), 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: Landscape Maintenance Services, Various Locations PW 06-22-19. City staff issued a Request for Bid on October 27, 2022 and after a submittal period of 14 days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs

C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. Whereas, the City Council authorized the City Manager to execute this agreement on

E. The City and Provider desire to enter into an agreement for Landscape Maintenance Services, Various Locations PW 06-22-19, 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 \_\_\_\_\_ 2022, and shall terminate on the \_\_\_\_ day of \_\_\_\_\_ 2027, unless terminated earlier as set forth herein.

# 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 <u>Exhibit A</u> as requested. Provider acknowledges that the work plan included in <u>Exhibit A</u> 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 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in <u>Exhibit B</u> 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 <u>Exhibit B</u>. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City from CIP fund C17000.

### b. 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. <u>TIME IS OF THE ESSENCE</u>:

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

### 5. <u>STANDARD OF CARE</u>:

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. <u>HOLD HARMLESS</u>:

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. <u>INSURANCE</u>:

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) 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. <u>COVERAGE REQUIREMENTS</u>:

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

(1) <u>Workers' Compensation</u>:

Statutory coverage as required by the State of California.

(2) <u>Liability</u>:

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. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) <u>Automotive:</u>

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. <u>SUBROGATION WAIVER</u>:

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. <u>FAILURE TO SECURE</u>:

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. <u>ADDITIONAL INSUREDS</u>:

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).

#### E. <u>SUFFICIENCY OF INSURANCE</u>:

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.

#### 11. <u>CONFLICT OF INTEREST</u>:

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. <u>PROHIBITION AGAINST TRANSFERS</u>:

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. <u>APPROVAL OF SUB-PROVIDERS</u>:

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. <u>**REPORTS**</u>:

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. <u>**RECORDS**</u>:

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. <u>NOTICES</u>:

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

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is

deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

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

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

City of Alameda Public Works Department 950 W. Mall Square, Suite 110 Alameda, CA 94501 ATTENTION: Jesse Barajas, Project Manager Phone: (510) 747-7900 / Email: jbarajas@alamedaca.gov

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] Phone: (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 W. Mall Square, Suite 110 Alameda, CA 94501 ATTENTION: Mirna Moreno, Senior Clerk Phone: (510) 747-7900 / Email: mmoreno@alamedaca.gov

#### 18. <u>SAFETY</u>:

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. <u>ATTORNEYS' FEES AND COSTS</u>:

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

# 21. <u>HEALTH AND SAFETY REQUIREMENTS</u>.

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. [See Certification of Compliance attached.]

# 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. <u>CONFLICT OF LAW:</u>

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. <u>WAIVER</u>:

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. <u>INTEGRATED CONTRACT</u>:

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>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.

# 27. <u>COUNTERPARTS</u>:

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

#### 28. <u>SIGNATORY</u>:

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

#### 29. <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.

#### [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

Interim City Manager

#### RECOMMENDED FOR APPROVAL

NAME TITLE

> Erin Smith Public Works Director

APPROVED AS TO FORM: City Attorney

Len Aslanian Assistant City Attorney

# Certification of Compliance With the City of Alameda's Vaccination Requirement

The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated<sup>1</sup> against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement. I declare under penalty of perjury that the foregoing is true and correct.

[Name of Entity]

Date:\_\_\_\_\_

By: [Name of Authorized Individual]\_\_\_\_\_ Its [Title]\_\_\_\_\_

<sup>&</sup>lt;sup>1</sup> For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name of Person or Organization:

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

(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 Public Works Department 950 West Mall Square, Room 110	
Alameda, CA 94501-7558	

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

#### **REF:**

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

#### 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.

CA 20 48 02 99