



CITY OF ALBANY, CALIFORNIA

PUBLIC WORKS SERVICES DEPARTMENT

**REQUEST FOR PROPOSALS**

**CITYWIDE STREET SWEEPING SERVICES**

ISSUED ON:  
April 13, 2021

PROPOSALS DUE:  
May 3, 2021, AT 3:00 PM

The time and date proposals are due shall be strictly observed.

CONTACT:  
Razu Engen, Public Works Manager  
(510) 524-3751  
[rengen@albanyca.org](mailto:rengen@albanyca.org)

## SECTION I. INTRODUCTION

The City of Albany (City) is soliciting proposals from qualified and licensed contractors to provide street sweeping services throughout the City. The scope of service includes monthly service for residential streets and weekly for commercial streets. The City intends on awarding a three (3) year contract covering Fiscal Years 2022, 2023 and 2024 with an option for two (2) one-year extensions. Services under this new contract would commence on July 1, 2021. The selected contract shall provide necessary fuel, equipment, materials, water, insurances, and personnel to complete the Scope of Work detailed in Attachment A. Payment of prevailing wage is required for this work.

Copies of this Request For Proposals are available online at <https://www.albanyca.org/>. All addenda related to this procurement will be posted online to the City's website.

## SECTION II. ATTACHMENTS

The attachments below are included with this RFP.

- Attachment A – Scope of Work
- Attachment B – Schedule of Services & Route Maps
- Attachment C – Proposal Pricing Form
- Attachment D - List of Independent Contractor(s), Subcontractor(s) OR Sub-consultant(s), i.e. "Other Contractor"
- Attachment E – Reference List
- Attachment F – Sample Contract

## SECTION III. TIMELINE

Action	Date
Proposal Release Date	April 13, 2021
Deadline for questions / clarifications	April 20, 2021
Answers to questions released	April 27, 2021
<b>Proposal Submittal Deadline</b>	<b>May 3, 2021 at 3:00 pm</b>
Successful Contractor Notification*	Week of May 10
Contract Award*	Month of June
Notice to Proceed*	Month of June

\* Tentative dates

## SECTION IV. INSTRUCTIONS TO CONTRACTORS

### A. Examination of Documents

Before submitting a proposal, Contractors should read this solicitation carefully and inform themselves completely of all details outlined herein. The submission of a proposal shall be deemed a representation and certification by the Contractor that:

- Contractor has carefully read and fully understands the information provided by the City to serve as the basis for submission of the proposal;
- Contractor has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted;
- All information contained in the proposal is true and correct; and
- Contractor did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Contractor in regard to the amount, terms or conditions of the proposal.

No request for modification of the proposal shall be considered after its submission on grounds that Contractor was not fully informed to any fact or condition.

**B. Required Proposal Submission Documents**

As a part of their proposal submission, Contractors shall submit the following documents.

<b>Documents to Submit</b>	<b>Comments</b>
Company Description	A brief description of the company and it’s history
Experience	Experience with similar contracts
Equipment list	
Key personnel assigned to contract	
Proposal Pricing Form	Must be filled out completely and signed
List of Independent Contractor(s), Subcontractor(s) or Subconsultant(s), i.e. “Other Contractor”	Must be filled out completely
Reference List	Must be filled out completely
Sample monthly invoice & service report	
Addenda, if any	Must be signed

**C. Proposal Submittal Deadline and Location**

Proposals are due on or before **Monday, May 3, 2021 at 3:00 pm**. Contractor shall hand deliver, mail, or e-mail ONE copy of its proposal to:

City of Albany Attn: City Clerk  
 1000 San Pablo Avenue  
 Albany, CA 94706

Email proposals are preferred and may be sent to: [cityclerk@albanyca.org](mailto:cityclerk@albanyca.org)

Proposals must bear the Contractor's name and address and be clearly marked "CITYWIDE STREET SWEEPING SERVICES PROPOSAL DUE 3:00 P.M. MONDAY, MAY 3, 2021".

Late proposals will not be considered.

**D. Withdrawal of Proposals**

Any Contractor may withdraw his or her proposal by written request, addressed to the City contact specified in Section XIV., at any time prior to the Proposal Submittal Deadline.

**SECTION V. SCOPE OF SERVICES**

Contractor will furnish all labor, materials, and equipment necessary to perform services relating to street sweeping.

**A. California State Contractor's License**

Contractor shall maintain for the duration of the Agreement and any and all amendments, an active contractor's license from the California Contractor's State License Board related to street sweeping.

**B. Term**

The term shall be for a three (3) year period starting July 1<sup>st</sup>, 2021. The contract may be renewed for up to two (2) consecutive, one (1) year increments after the initial contract period, at the discretion and approval of the City. The City shall notify the Contractor in writing of the intent to extend the contract.

**C. Invoicing**

Contractor will submit monthly invoices to:      Public Works Department  
Attn: Razzu Engen  
540 Cleveland Avenue  
Albany, CA 94706.

A sample invoice and service report shall be included in the submitted proposal.

**D. Payment**

If a contract is awarded, the method of payment to the Successful Contractor shall be on a per unit basis with a maximum "not to exceed" amount as determined by the City and listed in the contract. Payment will be made within thirty (30) days of receipt of an accurate invoice. Payment will be

made no more frequently than monthly.

**E. Albany Business License**

The Successful Contractor must either possess a current, valid Albany business license or have submitted an Albany business license application and fee at the time of contract award. Business license information (application, ordinance, fees) can be found by navigating to the City of Albany homepage ([www.albanyca.org](http://www.albanyca.org)) and selecting “Business,” “Starting a Business,” “Business Licensing.”

**F. Proposal Cost**

The Contractor must complete, sign and submit Attachment C – Proposal Pricing Form with Contractor’s proposal. All pricing must be inclusive, and include all labor, material, and equipment necessary for all tasks listed in this Scope of Services. Provision of this information assists the City in determining whether the Contractor understands the project, whether the costs are fair and reasonable considering the services to be provided and provides City staff with tools to negotiate the final cost.

The Contractor acknowledges that by submitting a proposal, the Contractor’s proposed pricing is bound for 90 days after the Proposal Submittal Deadline.

**SECTION VI. TERMS AND CONDITIONS**

**A. Pricing**

Pricing shall remain firm throughout the three-year term of the contract. At the end of the initial contract term and each contract anniversary date thereafter for the duration of the contract, prices may, upon Contractor or City request, be increased or decreased. Any price increases will be tied to the Consumer Price Index (CPI) and approved at the discretion of the City. If accepted, the price increase will remain firm throughout the subsequent one-year period. In the event prices are reduced, the reduced price shall apply to all subsequent purchases following the date of the price decrease through to the following contract anniversary date. The Contractor shall submit to the City a revised unit price schedule and supporting CPI information for any requested changes.

**B. Insurance**

Contractor shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Contractor or Contractor’s agents, representatives, employees or subcontractors.

Coverages and Limits. Contractor, at its sole expense, shall maintain the types of coverages and minimum limits as indicated in the sample contract – Attachment F.

### **C. Nondiscrimination and Equal Opportunity**

During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, sexual orientation or age.

## **SECTION VII. CONTRACT AWARD**

The Department will recommend to the awarding authority the award of a contract based on price, equipment, references, and experience of the Contractor. Award of contract occurs when an Executed Contract, Purchase Order, or other evidence of acceptance by the City is provided to the Contractor. A Recommendation of Award does not constitute award of contract.

Contract documents will consist of Attachment F – Sample Contract, all related attachments, and the Successful Contractor’s written proposal.

## **SECTION VIII. RIGHTS OF THE CITY**

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone contract start date for its own convenience;
- Remedy technical errors in the RFP process;
- Approve or disapprove the use of particular sub-consultants;
- Negotiate with any, all or none of the Contractors;
- Cancel the RFP and reject any and all quotations in whole or in part when it is in the best interest of the City;
- Waive informalities and irregularities in the proposals;
- Accept, modify, or reject any items of the proposals; and
- Enter into an agreement with another Contractor in the event the originally selected Contractor defaults or fails to execute an agreement with the City.

An agreement shall not be valid or binding on the City unless and until it is executed by authorized representatives of the City and of the Contractor.

## **SECTION IX. PUBLIC NATURE OF PROPOSAL MATERIALS**

Responses to this RFP become the exclusive property of the City. At such time as the Department recommends the Contractor to the City Manager or to the City Council, as applicable, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Contractor as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the California Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" may be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not accept or approve that the information that a Contractor submits is a trade secret. If a request is made for information marked as "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Contractor who submitted the information with reasonable notice to allow the Contractor to seek protection from disclosure by a court of competent jurisdiction.

#### **SECTION X. COLLUSION**

By submitting a proposal, each Contractor represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Contractor has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Contractor has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

#### **SECTION XI. FAIR DEALING/CONFLICT OF INTEREST**

The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Contractor also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Contractor's business.

#### **SECTION XII. NON-CONFORMING PROPOSAL**

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions

and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

### **SECTION XIII. QUESTIONS REGARDING THE RFP**

Should discrepancies or omissions be found in this solicitation or should there be a need to clarify this solicitation, questions regarding this RFP must be put in writing and received by the City contact person identified in Section XV. no later than May 3, 2021 at 3:00 PM. Inquiries received after the date and time stated will not be accepted.

Any interpretations or corrections of the RFP will only be made by an addendum posted online to the City's website. Such addendum shall be considered a part of the RFP and must be signed and submitted with the proposal.

Oral interpretations or clarifications will be without legal effect.

### **SECTION XIV. CONTACT PERSON**

Inquiries relating to this RFP should be directed to:

Anne Hsu, City Clerk

1000 San Pablo Avenue

Albany, CA 94706

Phone: (510) 528-5710

Email: [cityclerk@albanyca.org](mailto:cityclerk@albanyca.org)

**PLEASE SUBMIT ALL REQUIRED DOCUMENTS AS DETAILED IN SECTION IV OF THIS RFP.**



## ATTACHMENT A – SCOPE OF WORK

### **CITYWIDE STREET SWEEPING**

#### **General**

The Contractor is responsible for the provision of street sweeping, including all labor, materials, parts, and equipment to sweep residential and commercial streets and main arterial streets, utilizing approved vacuum and/or regenerative air sweepers. The City's Contract Manager for these services shall be the City of Albany Public Works Manager or authorized designee.

The Contractor shall provide sweeping services for the eight (8) foot area which is measured from the normal Curb lines, whether such Curb exists or not, of every Public Street in the scope of work towards the center of such streets, roadway dividers and medians, as such areas exist as of the Effective Date or are added to the City limits during the Term of this Agreement.

The estimated curb miles required to be swept is calculated as twice the length of applicable City streets (not including length of intersection) and medians multiplied by the number of sweeps per year. Monthly residential sweeping will be approximately 597 curb miles/year, and weekly commercial sweeping will be approximately 482 miles/year. The contract will also include 25 hours for additional street sweeping, as needed. Contractor is expected to track actual number of curb miles swept.

#### **Service Reporting**

The Contractor shall provide GPS units in all sweeper vehicles. The Contractor shall provide the City with access to the GPS software directly in real-time and to on-line reports of past activity, which will confirm streets swept, and routes completed, verify miles per hour speed limit, etc.

Monthly service reports shall be submitted as an attachment to the monthly invoice. Service reports shall at a minimum include: an attestation of miles streets swept at the correct speed; amount of debris collected; description and resolution of any issues encountered by sweeper operators, including breakdowns, obstructions or locations with unsweepable debris; and details of any complaints received and corrective actions implemented. Should contractor notice any catch basins or other public facilities requiring maintenance while sweeping, contractor will notify City representative of location and issue.

On a quarterly basis, contractor shall meet, either in person or via videoconference, with the City's Contract Manager to review service reports and complaint logs. Contractor shall coordinate with the Contract Manager regarding any issues along sweeping routes including but not limited to inaccessible sweeping areas due to parked vehicles, or low hanging tree limbs. Certain areas may require more intensive sweeping, and other conditions may arise which could impact the regular progress of the sweeping operation.

#### **Route Maps and Sweeping Schedule**

The City's street sweeping routes and schedule are detailed in Attachment B – Schedule of Services & Route Maps. Contractor shall base its proposal on the existing routes and schedules.

## **Work Schedules and Shifts**

In the performance of this Agreement, the Contractor must follow Applicable Law, including all applicable labor codes and laws and Department of Transportation regulations which govern the number of hours that an employee can work without rest, and will schedule employees with sufficient rest between shifts to ensure safe and effective operations.

## **Sweeping Day Schedule**

Contractor shall sweep all streets on their scheduled route days and times. If Contractor experiences a breakdown, or other situation, which prevents the completion of daily scheduled street sweeping services, Contractor shall notify City Contract Manager immediately and provide a plan for completing the sweeping as soon as possible.

Contractor acknowledges the importance of sweeping streets on the scheduled day as the City and Contractor ask residents not to park their vehicles on the street on the scheduled day to improve the effectiveness of street sweeping.

## **Working Days and Holidays**

Normal working days shall be Monday through Friday, five (5) days a week except for Holidays. Contractor shall provide a make-up sweep on a day mutually agreed to by the Contractor and City for any streets that are not swept on a Holiday at no additional cost to the City.

## **Working Hours**

Residential streets shall be swept between 8:00 a.m. and 5:00 p.m., and commercial streets shall be swept at night between the hours of 10:00 p.m. and 7:00 a.m., unless otherwise approved by the City Contract Manager. Throughout the Term of this Agreement the City may adjust sweeping hours, and which streets are swept at night, as opposed to daytime, in order to respond to resident concerns regarding noise, and to ensure that the sweepers can avoid heavy traffic and operate safely and efficiently.

## **Weather Delays**

In instances of rainy weather, as determined by the City, the City may postpone or cancel sweeping services. Contractor shall not be required to perform the regular sweeping schedule. Contractor shall provide a make-up sweep on a day mutually agreed to by the Contractor and City for any streets that are not swept due to inclement weather at no additional cost to the City. For sweeps that are not rescheduled, the City shall receive a credit based on the curb miles not swept.

## **Parking Regulations**

As of the Effective Date, the City does not have an ordinance which generally prohibits parking on scheduled street sweeping days. On-street parking is only prohibited where posted.

## **Street Sweeping Frequency**

The frequency of sweeping shall be once per month for residential streets and weekly for commercial streets. Sweeping schedules are included as Attachment B – Schedule of Services.

## **Street Sweeping Staffing**

Contractor's operators shall be fully licensed, trained, qualified, and familiar with the sweepers being used.

Sweeper operator must be skilled and experienced in the proper use of the sweeper, have a valid California Driver's License, be able to work closely and cooperatively with City staff, and speak and understand English fluently to effectively communicate with City Public Works and Police personnel. The work of the operator shall never be impaired by alcohol or drugs. No sweeper operator shall engage in inappropriate, erratic, or illegal behavior. If any person employed or retained by the Contractor shall appear to be alcohol- or drug-impaired, or incompetent, or to act in a disorderly or improper manner, the said person shall be discharged immediately from work on the program. The discharged person(s) shall not again be employed to perform work under the contract. Any violation of the above requirements will be grounds for the City's immediate cancellation of the agreement with the Contractor and may give rise to criminal and/or civil action against the operator and/or the Contractor.

## **Vehicles/Equipment**

Contractor is solely responsible for the vehicles and equipment needed to perform the street sweeping services. All sweepers shall be vacuum or regenerative air sweepers no older than five (5) years at bid time and no more than seven (7) years old at any time for the duration of the contract. Sweeper vehicles are to be always maintained in proper working order, with sufficient back-up vehicles to ensure service coverage. Contractor shall provide City with a current vehicle inventory, in a format determined by the City, upon City request.

Quality and quantity of the equipment used for the sweeping of streets shall be sufficient to perform the work required herein within the hours of work specified herein, and an absolute minimum of one primary sweeper shall be provided. If the primary sweeper or sweeper operator is unable to perform, the Contractor shall provide another sweeper with competent operator without interruption of service at no additional cost to the City. All sweepers shall be capable of performing to the minimum criteria outlined and shall be maintained both mechanically and visually throughout the term of the agreement with capability to insure scheduled routine maintenance and proper adjustment for sweepers. The Contractor shall maintain a sufficient supply of spare tires, brooms, and other parts and accessories, and reserve or replacement equipment sufficient to perform the services in a timely manner.

Sweepers must be capable of sweeping a minimum eight-foot width as measured from the outside edge of the gutter broom in a single pass. Sweeper must also be equipped with a left gutter broom for median work. Street sweepers must have a minimum hopper capacity of 3 cubic yards. Mechanical brushes and brooms shall be maintained in proper condition and shall be replaced as recommended by the manufacturer or when performance becomes impaired.

Sweeping equipment shall be equipped with adequate warning devices and lights for safe operation and shall meet all vehicle operation requirements of the State of California Department of Motor Vehicles and the California Highway Patrol, including registration and insurance. All sweepers shall be clearly and prominently marked with unit number, the Contractor's name, and a local telephone number for the Contractor.

Broom sweepers will be allowed on an as-needed basis only, and only when prior approval is received from the City Contract Manager. Street Sweepers shall comply with all current emissions and air quality requirements.

In the event a sweeper breaks down in the field, it is the responsibility of the Contractor to contact the City Contract Manager and provide a substitute within two (2) hours of the break down to complete the route, as scheduled. The Contractor is responsible for towing their sweepers. The City is not responsible for repairs, lost time, overtime, or any other costs associated with equipment failure.

## **Speed/Direction of Vehicles**

Contractor shall conduct operations as to cause the least possible obstruction and inconvenience to public traffic.

Sweeping shall be always accomplished in the same direction as traffic flow during sweeping.

Maximum sweeper speed during sweeping operations is 5 miles per hour. Contractor shall adjust sweeping speed to street and debris conditions. Contractor will not be compensated for streets swept while vehicle exceeds five miles per hour.

## **Debris Removal**

Contractor shall remove all loose debris and material along curbs and bike lanes, including center median islands, intersections, and corners from cross streets intersecting the subject street. Classification of debris includes, but is not limited to leaves, gravel, rocks, glass, litter, nails, bottles, cans, silt, mud, concrete, and sand, along all curbs and bike lanes. Contractor shall ensure that each curb be debris free following provision of sweeping service. Contractor shall immediately remove debris swept onto driveway aprons, sidewalks, and access ramps. A double pass or manual removal at no additional cost to the City is required if debris is left behind in those areas.

Contractor shall operate to prevent the accumulation of debris piles (“windrows” or “doglegs”) in intersections, at the tips of medians, and other places just outside of the normal path of traffic.

Contractor is responsible for a minimum 8-foot swept width, as close as practicable to each curb face. All debris along the sweeping path, no matter what quantity, is to be removed from the public right of way and properly disposed of. Sweeping shall normally consist of a single pass over an area; however, Contractor shall make additional passes, or such extra effort as may be required to reasonably clean the street. The City shall be notified within 24 hours of the occurrence of unusually heavy debris that cannot be removed by extra sweeping effort. Extra effort shall be required to remove dirt/silt smear remaining in the swept pathway. Extra effort is expected during bad weather. The cost for extra effort shall be included in the contract price and no additional compensation will be given.

Contractor shall immediately notify City when a street or section of streets will be or had been missed during regularly scheduled street sweeping. Contractor shall notify City when re-sweeps are scheduled.

## **Obstructions**

Large obstructions such as tree limbs, construction or landscape debris, shall be immediately reported to the City.

Contractor will be required to log, and report to the City, as detailed in the service reporting section, all trees, shrubs and/or bushes that are obstructing the public right-of-way (not limited to obstructions pertaining to the provision of street sweeping services), including but not limited to: sidewalks, streets, street signs, and traffic signals. The log should provide the address and detailed location of the obstruction. The City will then initiate trimming notices to private property owners requiring removal and/or trimming of the obstruction.

The Contractor shall immediately clean-up and report, or if unable to clean-up, then report to the City any and all conditions related to street sweeping which may tend to create unsafe or hazardous conditions.

## **Illegal Dumping**

The Municipal Code prohibits anyone from placing leaves, Yard Trimmings, or other debris onto Public Streets. Residents and landscapers may not blow or rake leaves into the Public Street. Contractor shall report to City the address and/or vehicle description/license plate of any such suspected illegal dumping. The City may then initiate Code Enforcement action.

## **Water for Dust Control**

All sweepers must have and use water nozzles to prevent dust. Contractor shall properly obtain potable water (or water of similar quality) used for dust control, and no additional compensation will be allowed therefore. Contractor shall not use recycled water for street sweeping operations. The proper volume of water for dust suppression shall be employed during sweeping operations to comply with all state and local regulations for dust control.

## **Noise Control**

The noise level from the Contractor's operation shall not exceed the City's noise standards. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

## **Call Backs and Complaints from the Public**

When, at the discretion of the City Contract Manager, a section of street is inadequately swept, the Contractor shall, within twenty-four (24) hours of notification from the City, re-sweep the section in question for no additional compensation.

The Contractor shall be responsible for reporting to the City any Customer calls related to street sweeping services received by the Contractor.

## **Protection of Vegetation and Property**

The Contractor shall not deface damage or remove any trees, shrubs or other vegetation, nor any other private or public property. Contractor shall repair or restore, to their original condition, trees or other landscape features scarred or damaged by equipment or operations of the Contractor. Likewise, damage to any other private and/or public property shall be the responsibility of the Contractor. The Contractor will obtain approval for repair and restoration from the City Contract Manager prior to the initiation of such work.

## **Unscheduled Sweeping**

Unscheduled sweeping includes any street or parking lot sweeping performed at the request of the City Contract Manager outside of the regular schedules established in Attachment B – Schedule of Services. Contractor shall invoice the City for unscheduled sweeping according to the hourly rate listed in Attachment C - Proposal Pricing, rounded up to the nearest half-hour. Up to 25 hours of unscheduled sweeping is included in the contract price. The minimum hours charged shall be one (1) hour.

Contractor shall provide sweeping within forty-eight (48) hours of request from the City Contract Manager. If Contractor's sweeper is working in the City during scheduled work hours and the City requests unscheduled sweeping services, the hours subject to the rate will begin when the sweeper leaves the route and end when the sweeper returns to the route. If the sweeper is done for the day after providing unscheduled services and does not return to the route, the hours subject to the rate will end when the unscheduled services are completed. If the City requests unscheduled sweeping during a time when Contractor's sweepers are not working in the City, the hours subject to the rate will begin when the sweeper leaves its maintenance yard/storage location or route in another city to respond and shall end when the sweeper has returned to its maintenance yard/storage location or route in another city.

## **Materials Disposal**

Contractor shall properly dispose of all debris collected by the sweeping operations. The cost of disposal shall be included in unit costs and no additional compensation will be allowed therefore. Documentation of the quantity of disposed debris must be kept on record. Contractor shall provide monthly summary reports, enclosed with invoice to the City.

If the Contractor collects material from the streets of the City that is deemed to be hazardous or toxic by a certified testing firm or landfill operator, the Contractor will be responsible for the safe and legal disposal of the material, including all associated costs.

## ATTACHMENT B – SCHEDULE OF SERVICES & ROUTE MAPS

### **SCHEDULE**

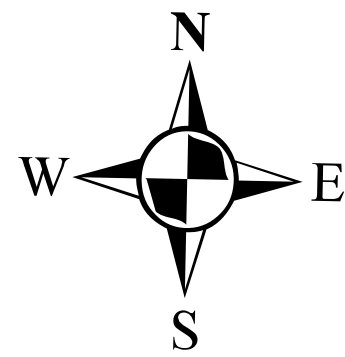
The City's street sweeping routes and schedule are detailed in the attached route maps. Residential sweeping shall be performed in the zones and times indicated. Commercial sweeping shall be performed weekly on Thursday evening/Friday morning such that sweeping is complete by Friday at 7:00 AM.

**NO CHANGES TO THE ROUTES AND SCHEDULES WILL BE CONSIDERED AS PART OF THIS RFP.**



# City of Albany Citywide Street Sweeping Service

Commercial - Weekly Night Sweep



## Legend

### Street Sweeping Curb

Street Name	Lineal Miles
BUCHANAN ST	2.50
CLEVELAND AV	1.32
EASTSHORE HW	.75
MARIN AV	.60
SAN PABLO AV	2.23
SOLANO AV	1.85

**Total Lineal Miles = 9.25 \***

\* Includes the Median Curbs on San Pablo St, Buchanan St and Marin Av

Street Medians



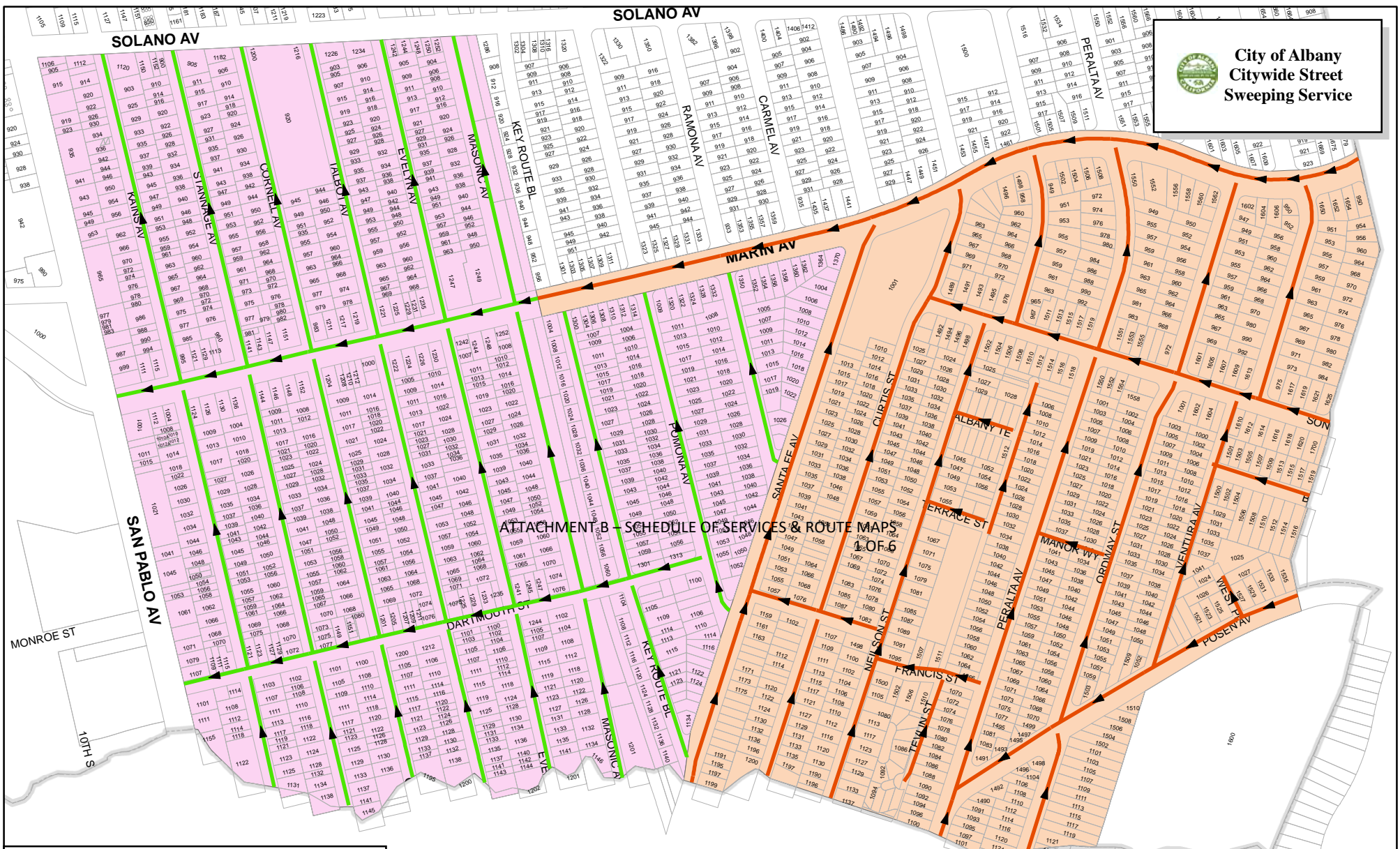
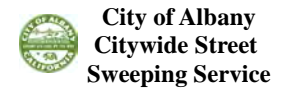




**Street Sweeping Schedule**

3rd Wednesday	Lineal Miles
8 AM - 12 NOON	5.57
10 AM - 2 PM	6.13
12 PM - 4 PM	4.42
<b>Total Lineal Miles</b>	<b>16.12</b>





ATTACHMENT B - SCHEDULE OF SERVICES & ROUTE MAPS  
1 OF 6

Street Sweeping Schedule		
3rd Thursday	Lineal Miles	
10 AM - 2 PM	4.45	
12 PM - 4 PM	4.34	
<b>Total Lineal Miles</b>	<b>8.79</b>	

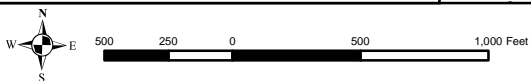


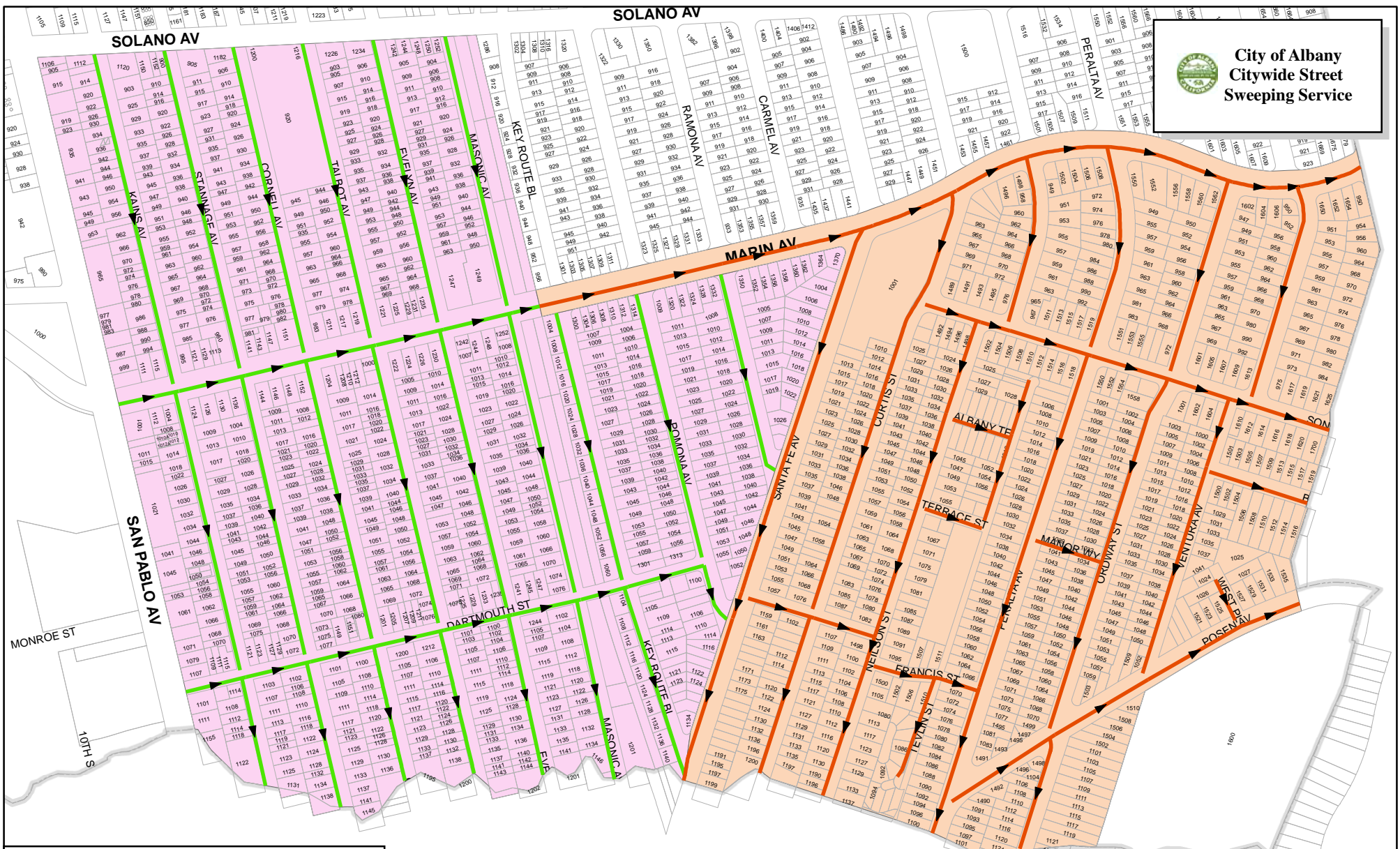
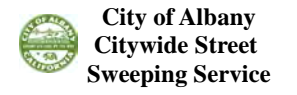


### Street Sweeping Schedule

**4th Wednesday Lineal Miles**

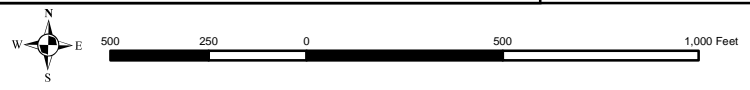
- 8 AM - 12 NOON 5.53
- 10 AM - 2 PM 6.13
- 12 PM - 4 PM 4.42
- Total Lineal Miles 16.08





### Street Sweeping Schedule

4th Thursday	Lineal Miles
10 AM - 2 PM	4.45
12 PM - 4 PM	4.34
<b>Total Lineal Miles</b>	<b>8.79</b>



## ATTACHMENT C – PROPOSAL PRICING FORM

Price must be complete and include tax, delivery, labor, and other charges. Prices remain firm for three-years after award of contract to Successful Contractor. The City does not guarantee any minimum or maximum quantity purchased and may use other vendors if needed.

All proposal items, including lump sums, unit prices, and additive alternates, must be filled in completely. Quote in numerals only, unless words are specifically requested:

### **Unit Price for Street Sweeping Services**

<b>Item Description</b>	<b>Unit of Measure</b>	<b>Annual <u>Estimated</u> Quantity</b>	<b>Unit Price</b>	<b>Total</b>
Residential Street Sweeping (Monthly, performed during Business Hours) as shown in Schedule of Services	Curb Mile	597	\$	\$
Commercial Street Sweeping (Weekly, performed at night) as shown in Schedule of Services	Curb Mile	481	\$	\$
Total			\$	\$
Unscheduled Sweeping, as needed	Hours	25	\$	\$

\*Estimated length is calculated based on twice the length of City streets (not including length of intersection) multiplied by number of sweeps per year. Estimated length includes length of medians. Contractor is expected to track actual number of curb swept miles.

\_\_\_\_\_

Firm Name

X \_\_\_\_\_

Signature

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

**SIGNATURES FOR CONTRACTOR:**

If INDIVIDUAL, Sign Below

If CORPORATION, Sign Below  
(Show Names of Non-signing Officers)

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
A CORPORATION

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of State Where Chartered

\_\_\_\_\_  
Signature                      Date  
PRESIDENT

If PARTNERSHIP, Sign Below  
(Show Names of Non-signing Partners)

\_\_\_\_\_  
Name of Partners

\_\_\_\_\_  
SECRETARY                      Date

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
TREASURER                      Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THIS PROPOSAL PRICING FORM,  
INCLUDING THE SIGNATURE PAGES. AS IT RELATES TO THIS PROPOSAL, PLEASE  
TURN IN ALL PAGES.**

ATTACHMENT D – LIST OF INDEPENDENT CONTRACTOR(S), SUBCONTRACTOR(S)  
OR SUB-CONSULTANT(S), I.E. “OTHER CONTRACTOR”

The following are the independent contractor(s), subcontractor(s) or sub-consultant(s) that Contractor proposes to engage for the following types of work. Any type of work not designated below will be done by the main Contractor listed on the agreement with the City of Albany.

Work to be Performed by Other Contractor	Name and Address of Other Contractor	Dollar Value of Agreement

MAIN CONTRACTOR COMPANY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 MAIN CONTRACTOR ADDRESS: \_\_\_\_\_

**AFTER COMPLETING, PLEASE SUBMIT ALL PAGES OF THIS LIST OF INDEPENDENT CONTRACTOR(S), SUBCONTRACTOR(S) OR SUB-CONSULTANT(S), I.E. “OTHER CONTRACTOR”. AS IT RELATES TO THIS PROPOSAL, PLEASE TURN IN ALL PAGES.**

## ATTACHMENT E – REFERENCE LIST

Please list at least 3 public agency clients, along with a very brief description of the work, which the City may contact regarding the Contractor's work performance.

### REFERENCE # 1

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

### REFERENCE # 2

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

### REFERENCE # 3

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

**AFTER COMPLETING, PLEASE SUBMIT ALL PAGES OF THIS REFERENCE LIST. AS IT RELATES TO THIS PROPOSAL, PLEASE TURN IN ALL PAGES.**



**CITY OF ALBANY  
MAINTENANCE SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this **\*\*\*INSERT DAY\*\*\*** day of **\*\*\*INSERT MONTH\*\*\***, **\*\*\*INSERT YEAR\*\*\*** by and between the City of Albany, a California charter city (“City”) and **\*\*\*INSERT NAME\*\*\***, a **\*\*\*[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]\*\*\*** with its principal place of business at **\*\*\*INSERT ADDRESS\*\*\*** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Citywide Street Sweeping services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the Citywide Street Sweeping project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Citywide Street Sweeping maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2021 to June 30, 2024, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **\*\*\*INSERT NAME OR TITLE\*\*\***, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **\*\*\*INSERT NAME OR TITLE\*\*\***, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

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

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the

Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Payment of a Living Wage; Failure to Comply. By its signature hereunder, Contractor certifies that it is aware of the City ordinance requiring all contractors who meet certain eligibility guidelines to pay covered employees a living wage as enumerated in the ordinance, and agrees to comply with such provisions before commencing the performance of the Services. Contractor agrees to provide the City with documents and information verifying compliance with the requirements of the ordinance upon a request by the City for such verification. Contractor understands that failure to comply with any or all of the requirements of the City's living wage ordinance may result in sanctions including termination of the contract and the City's or covered employees' pursuit of any available legal remedies. Contractor further agrees to notify each of its affected employees in writing, upon commencement of performance of the Services, of Contractor's obligation to pay a living wage as set forth in the City ordinance. This provision shall not be construed to limit Contractor's discretion to provide greater wages or benefits to its employees. Notwithstanding anything to the contrary, this provision shall not apply to Services subject to Prevailing Wage Law as defined below.

3.2.10.7 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing Services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.8 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all

applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*:

Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$2,000,000 combined single limit for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Albany, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Albany, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage

shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow



Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices,

equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit “C” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit “C” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City’s sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best’s rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal

business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [\*\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*\*] (\$[\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\*]) without written approval of City's [\*\*\*INSERT TITLE\*\*\*]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

#### 3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and

debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

[\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*]

**City:**

City of Albany  
1000 San Pablo Dam Avenue  
Albany, California 94706

Attn: [\*\*INSERT NAME & DEPARTMENT\*\*]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Alameda County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 City to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF ALBANY  
AND **\*\*\*INSERT CONTRACTOR NAME\*\*\*****

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the **\*\*\*INSERT DAY\*\*\*** day of **\*\*\*INSERT MONTH\*\*\***, **\*\*\*INSERT YEAR\*\*\***.

**CITY OF ALBANY**

**\*\*\*INSERT CONTRACTOR NAME\*\*\***

\_\_\_\_\_  
**\*\*\*INSERT NAME\*\*\***  
**\*\*\*INSERT TITLE\*\*\***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

Approved as to form:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Malathy Subramanian, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Anne Hsu, City Clerk

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Albany Business License No./Exp. Date:  
\_\_\_\_\_



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**\*\*\*INSERT SCOPE\*\*\***

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**\*\*\*INSERT SCHEDULE\*\*\***

**EXHIBIT “C”  
COMPENSATION**

**\*\*\*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES\*\*\*]**

**PERFORMANCE/PAYMENT BONDS ARE NOT REQUIRED**