



City of Albany, California
Public Works Department

REQUEST FOR PROPOSALS

Professional Engineering Services Citywide Streetlighting Evaluation

RELEASE DATE: January 11, 2023

PROPOSALS DUE: February 8, 2023 at 5:00 PM

CONTACT:

Allison Carrillo, CIP Program Manager | ACarrillo@albanyca.org

James Cirelli, Associate Engineer | JCirelli@albanyca.org

I. INTRODUCTION

The City of Albany (City) is requesting proposals from qualified consulting firms to assist with the development of a Citywide Streetlighting Evaluation. This document outlines the scope of work for the consulting services. Electronic copy (PDF) of proposal shall be submitted to Allison Carrillo at ACarrillo@albanyca.org with a copy to James Cirelli at JCirelli@albanyca.org.

The City of Albany (“City”) is seeking the qualified proposer to assist the City to:

- Assess City’s current streetlighting conditions;
- Develop a GIS inventory of existing streetlights;
- Prepare and lead public workshops to gather input from the public;
- Develop streetlighting illumination targets and guidelines;
- Develop near-term capital project alternatives to improve city lighting at critical locations;
- Estimate the cost to bring City-wide streetlighting levels to the target levels.

II. BACKGROUND

The City of Albany lies on the northwestern corner of Alameda County, California, bordered by the cities of El Cerrito and Richmond to the north, the City of Berkeley on the east and south sides, and by unincorporated Kensington in Contra Costa County to the north and east. The City of Albany was incorporated in 1908 and, at the time of the 2020 census, had a population of 20,271 residents. Albany is known for the excellent quality of its K-12 school district and small-town ambiance in an urban setting.

Albany has the fourth highest use of public transit per capita in the Bay Area. Over 25% of residents use transit in their daily commute and nearly half of working residents do not use a car for their daily commute. Approximately 13% of residents walk or bike in their daily commute.¹ Additionally, the City maintains several pedestrian walking paths and off-street bicycle facilities that are separated from street traffic by large planter areas or are not aligned with the street grid. These areas should also be evaluated as part of this project.

The City maintains approximately 30 centerline miles of roadway and approximately 56 miles of sidewalk and off-street bicycle/pedestrian paths with associated streetlighting infrastructure. Existing streetlighting infrastructure was designed in a piecemeal fashion, resulting in uneven distribution of streetlighting within areas of similar classification. Records indicate there are approximately 900 streetlights within the City of Albany. In 2010, the City of Albany replaced approximately 600 of the original sodium vapor streetlights with LEDs under a PG&E streetlight retrofit program. The City does not have information on current lighting levels and how these lighting levels compare to a minimum safe standard for pedestrians, cyclists, and automobiles.

Approved in the City’s Active Transportation Plan, the Bicycle Network and Pedestrian Priority Network are the primary tools that allow the City to focus and prioritize implementation efforts where they will provide the greatest community benefit. Combined, these two networks form the Citywide Active Transportation Network. The Bicycle Network consists of routes that are

¹ Metropolitan Transportation Commission’s VitalSigns 2018 Commute Mode Choice (updated May 2020)

designed to be the primary system for bicyclists traveling through Albany. While nearly all of Albany's streets have sidewalks and accommodate pedestrians, the Pedestrian Priority Network corridors should be targeted for enhanced walking treatments and spot enhancements.

The City is in the process of preparing a Local Road Safety Plan (LRSP), creating a framework to identify and analyze safety problems on City roads and recommend safety improvements. Currently, the LRSP process has developed a countermeasure toolbox that has identified locations for recommended streetlight improvements (herein referred to as critical streetlight safety locations). The City expects to finalize the LRSP in early 2023.

III. SCOPE OF SERVICE

The purpose of this RFP is to solicit proposals from qualified professionals with experience in streetlight evaluation to provide Albany with a baseline streetlighting assessment, development of target guidelines for City streetlighting goals and objectives based on industry standards, provide analysis and recommendations for a streetlighting program, and development of costs associated with programmatic maintenance requirements.

Proposals should be structured such that the project schedule reflects delivery of the Final Citywide Streetlighting evaluation by December 2023.

Task 1 PROJECT MANAGEMENT

Consultant shall provide project management activities required to complete the project on time and within budget and address the City's concerns. A project work plan shall be developed to serve as a communication tool for all team members. A draft work plan shall be distributed at the project kick-off meeting. Project management activities shall include:

- Prepare Work Plan (include information on project team, including team member contact information; detailed scope of work; project schedule including deliverables and meeting dates; and project budget)
- Attend Kick-off Meeting and prepare agenda and meeting minutes.
- Attend no less than four public workshops and public meetings with City staff to present and discuss project deliverables. Prepare agenda and meeting minutes.
- Perform coordination with City and Consultant team members.
- Provide budget and schedule tracking.
- Prepare monthly invoices and project status reports.
- Prepare and manage an accessible website or similar interface for public feedback.

Tasks and corresponding deliverables outlined in this RFP may be modified based upon professional recommendations from the qualified proposer's previous experience with similar streetlighting projects.

Task 2 – DATA GATHERING AND STREETLIGHT INVENTORY

Develop a plan to collect data necessary for the purposes of the project, including, but not limited to, performing field work to inventory the City's existing streetlights. The Consultant shall develop a GIS inventory of all lighting assets in the City's public right-of-way. The data collection

plan should identify type of streetlight and assign each streetlight to an appropriate use category and location category.

The City does not operate or maintain all streetlights on Highway 123/San Pablo Avenue; however this street should be included as it represents a major regional transportation asset for the City.

Deliverables:

Task 2-1: Develop an inventory of existing streetlights, including an associated GIS file compatible with ArcGIS.

Task 3 – BASELINE LIGHTING REVIEW

Develop a plan to collect data necessary for determining the existing streetlight conditions, including, but not limited to, performing field work to accurately assess the City's current streetlight illumination. The plan should include how streetlighting will be measured, including specific descriptions of how measurements will be performed for mid-block, intersections, and off-street sidewalks/walkways (e.g. bicycle/pedestrian paths). This work should be done in a manner that considers lighting levels for both street and sidewalk. This may include a photogrammetric survey to measure average lighting levels and illumination quality throughout the City.

The Consultant shall update the GIS inventory developed in Task 2 with the data collected from this baseline lighting review.

Deliverables:

Task 3-1: Technical Memo #1 - Streetlighting Condition Assessment with GIS file. This technical memo shall include a list of the City's current lighting infrastructure, the current lighting level and illumination quality for the City by block, and a list of City streets and blocks that were included in the field evaluation. Data gathered shall be submitted in an associated GIS file compatible with ArcGIS.

Task 4 – TARGET LIGHTING LEVELS AND STREETLIGHT FEATURES

Recommend minimum illumination levels and illumination quality for use categories. Illumination levels should be consistent with FHWA, Illumination Engineering Society of North America, or other national standard as approved by the City. Present to City staff different streetlight feature options including poles, mast arms, and luminaires for City consideration. As part of this task, include the following as part of the evaluation process:

1. Perform a life cycle cost evaluation of different streetlight features and configurations.
2. Evaluate the integration of adaptive lighting strategies to residential and commercial areas, such as an Electrical and Lighting Management System.
3. Provide recommendations to mitigate potential increase in light pollution from additional streetlighting (e.g. recommended fixtures, shields, etc.).

Deliverables:

Task 4-1: Support public outreach efforts to gain public input on lighting features and illumination levels. This task shall include two public workshops and be performed in conjunction with development of Task 4-3.

Task 4-2: Support public outreach efforts through the creation and management of an accessible website. This website shall utilize a map-based interface, where the public may add their feedback with spatial information.

Task 4-3: Technical Memo #2 – Illumination Recommendations. A draft and final technical memorandum that includes lighting guidelines for residential streets, arterials/collectors, intersections, and off-street bicycle/pedestrian paths, and recommended streetlight fixture(s).

Task 5 – NEAR-TERM ALTERNATIVES, PROJECT COST ESTIMATION, AND STREETLIGHTING EVALUATION

Develop near-term capital project alternatives for addressing critical streetlight safety locations as identified in the LRSP.

Develop and present programmatic cost estimates to improve the City's illumination levels to target minimum illumination levels. Project cost estimates shall include:

- 1) **Near-term:** capital project alternatives for addressing critical streetlight safety locations.
- 2) **Long-term:** improve City-wide illumination levels to recommended minimum illumination targets over three timeframes, to be determined with City coordination, including operation & maintenance costs for existing and new streetlighting.

Summarize project deliverables, near-term capital project alternatives, and cost estimates in a draft and final report.

Deliverables:

Task 5-1: Draft Citywide Streetlighting Evaluation.

Task 5-2: Presentation of Draft Citywide Streetlighting Evaluation to the Transportation Commission and to the City Council for comment prior to finalizing report.

Task 5-3: Final Citywide Streetlighting Evaluation.

IV. CONSULTANT QUALIFICATIONS

The City of Albany seeks consultants that have the following qualifications:

- Consulting company must have prior experience with similar streetlighting projects in the public sector.
- Consulting company must have prior experience with community engagement processes, including, but not limited to, communicating information to the public on topics such as lighting levels, environmental effects, and public safety (real and perceived).
- Consulting company must maintain insurance and worker's compensation policies that meet or exceed the minimum requirements of the City.

- Consulting company must obtain a City of Albany business license prior to execution of a contract.

V. PROPOSAL REQUIREMENTS

To be considered for the professional engineering services being requested herein, proposals shall be submitted in response to this RFP must comply with the requirements herein.

Electronic (PDF) copy shall be submitted per the instructions noted herein. The proposal is required to contain the following information and should be arranged in the following order. Proposals shall be clear and concise, responsive to all RFP requirements, and formatted as follows:

- Font size shall be no smaller than 11pt.
- Every page of the submittal shall be numbered, except divider pages. Each page of the detailed scope of work included in the Appendix shall have its own page numbering.

The Proposal shall consist of the following sections:

TRANSMITTAL LETTER: Provide any information not already included in the proposal that you believe will enhance your submittal with respect to the evaluation criteria. The transmittal letter shall:

- Be signed by an individual authorized to obligate the Proposer to fulfill the commitments contained in the proposal.
- Include a statement of the Proposer's overall ability, qualifications, approach, commitment, and availability to conduct the work.
- Include the name and address of the Prime Proposer. Addresses shall be for the location where most of the day-to-day engineering work will be performed.

PROJECT TEAM: Introduce the key individuals of your project team that will be responsible for the production of the various categories of work and their time availability for the Project:

- Provide an organizational chart indicating the role/responsibility for each team member. Detailed resumes for the key project team members may be included as an appendix to the proposal.
- Provide a specific description of the team's experience that qualifies each key project team member for the services required for this project.
- Identify team member(s) responsible for public outreach (public workshops, Commission meetings, and Council meetings) and include at least two (2) references (name, current telephone number, and email address) to be contacted regarding their experience with public interactions.

Include at least two (2) reference projects, including a description of the project, team member's role on the project, client contact information (name, current telephone number, and email address) for each reference project that can be contacted regarding the experience of each key project team member in providing the type of (or similar) services that are being sought by the City for this project.

APPROACH TO WORK: Demonstrate understanding of key issues and your approach to completing the proposed scope of work. Discuss any unique ideas/concerns relating to the project. The approach should further describe how the design process would be managed to accommodate City staff input. Provide a breakdown of estimated hours to complete each task.

SCHEDULE: Submit a proposed schedule by task for providing the services requested herein by task. Include task durations, major milestones, meetings, deliverables, and City review periods. State critical assumptions used for developing the time requirements and schedule. Incorporate delivery of Final Citywide Streetlighting Evaluation Report by December 2023.

For use in developing schedule, please assume City of Albany Council Meetings are held monthly on the 1st and 3rd Monday and Transportation Commission meetings are on 4th Thursday and that agenda items are due 2 weeks prior to the meeting date. Exceptions to these dates are the August Break when meetings will not be held and a joint November/December Transportation Commission meeting held the first week of December.

FEE ESTIMATE: The estimate shall include total fee, including all expenses, and estimated staff time (hours) by task and job title required to complete the scope of work for all tasks. The billing rate for each job title shall be provided in the fee table. Upon review and rating of proposals by the selection team, the fee estimates will be compared. The fee estimate shall correlate to the detailed scope of work and schedule included within the proposal.

OTHER SUPPLEMENTARY INFORMATION: Consultant may provide other supplementary information in an appendix. However, such information may or may not be reviewed by the selection panel.

VI. QUESTIONS DURING PROPOSAL PERIOD

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 no later than **Wednesday, January 25, 2023 at 5:00 PM**. All questions should be directed to Allison Carrillo at ACarrillo@albanyca.org with a copy to James Cirelli at JCirelli@albanyca.org. Do not contact any other staff members or elected officials of the City of Albany.

Inquiries received after the date and time stated will not be accepted. Responses to questions timely submitted will be answered within four (4) business days and distributed to all consultants that have requested the RFP from the City. Written addenda will be e-mailed to consultants. Neither the City nor the consultant will be bound by any oral representations, clarifications, or changes made to this RFP unless provided in written addenda form. Consultant shall identify receipt of all responses and addenda in their Transmittal Letter.

VII. PROPOSAL SUBMISSION

Electronic copy (PDF) of proposal shall be submitted to Allison Carrillo at ACarrillo@albanyca.org with a copy to James Cirelli at JCirelli@albanyca.org. Proposal must be submitted no later than **Wednesday, February 8, 2023 at 5:00 PM**.

All proposals must be fully responsive to this RFP in order to be considered. The City reserves the right to reject any and all proposals for any reason. The City may waive informalities or irregularities in the proposal received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other proposals. 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.

VIII. CONSULTANT SELECTION CRITERIA

Initial ranking of the consultant(s) will be based on the written proposal and references. The top ranked consultant(s) will be invited to an interview, if required. If an interview is conducted, the final consultant selection will be based on a combination of the proposal and interview ranking.

PROPOSAL EVALUATION CRITERIA:

1. **Specialized Experience of Team Members (10 percent).** This includes experience and qualifications of key Consultant staff in the design of similar facilities and specialized experience directly relating to the project.
2. **Project Personnel (30 percent).** This includes the role, commitment, and qualifications (including possession of applicable licenses and certifications) of key personnel and their experience in the areas assigned. Comments received from references may also be considered.
3. **Approach to Work (50 percent).** This includes the understanding of project issues demonstrated by proposed scope and approach to work (including use of budget and resources for each task), the understanding of the project schedule, the interfacing of tasks unique/creative approaches to the work to best meet the City's goals, and demonstrated ability to work collaboratively with clients/owners on similar projects.
4. **Other Considerations (10 percent).** Demonstrated ability to complete the work within the required schedule and budget, effort to perform the work, and cost estimate.

IX. RFP TIMELINE

Anticipated timeline and milestones for the RFP selection process are listed below. This City reserves the right to modify this schedule, as necessary, in its sole discretion.

Action	Date
Proposal Release Date	January 11, 2023
Deadline for Questions / Clarifications	January 25, 2023 at 5:00 PM
Answers to Questions Released	February 1, 2023
Proposal Submittal Deadline	February 8, 2023 at 5:00 PM
Notification of RFP Results*	February 22, 2023
Contract Award*	March 6, 2023
Notice to Proceed*	March 7, 2023

* Tentative Dates

X. ATTACHMENTS

Attachment A – Contract Form & Insurance Requirements

Attachment B – City of Albany Business License Application & New Vendor Form

Attachment C – Map of City’s Street Types & Neighborhood Function

Attachment D – Map of City’s Bicycle Network & Pedestrian Priority Sidewalk Network

Attachment E – Excerpts from LRSP Countermeasure Toolbox (*note: the final LRSP is expected to be completed in early 2023*)

In addition, the Active Transportation Plan (2012, amended 2019) is available for download as linked below. It is the consultant’s responsibility to obtain all attachments prior to submittal of a proposal.

<https://www.albanyca.org/departments/public-works/transportation/albany-active-transportation-plan>

XI. RIGHTS OF THE CITY

This RFP does not commit the City to enter 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. 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 selected consultant. The City reserves the right to:

- Make the selection based on the City’s 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;
- Approve any changes in the project team;
- Negotiate with any, all, or none of the consultants;
- 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 consultant in the event the originally selected consultant defaults or fails to execute an agreement with the City.

Responses to this RFP become the exclusive property of the City. All proposals received in response to this RFP become a matter of public record and shall be regarded as public records.

XII. COLLUSION & CONFLICT OF INTEREST

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

The consultant also warrants that no gratuities, in the form of entertainment, gifts, or otherwise, were, or will be offered or given by the Consultant, or any agent or representative of the Consultant 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 consultant also 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 consultant 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 consultant's business.

ATTACHMENT A

Contract Form & Insurance Requirements

CONTRACT #
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF ALBANY
AND
FOR PROJECT:

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this ___ day of _____ 20__ by and among the City of Albany a California charter city ("CITY") and _____ [California corporation, partnership, LLC or LLP, or individual] ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of _____ from the date of execution of this AGREEMENT, as first shown above. Such term may be reduced or extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed _____ unless additional compensation is approved in writing by the City Council or City Manager.

Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or

otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

CONSULTANT shall obtain and maintain in full force and effect during the term of this AGREEMENT a Business License from the CITY's Finance Department. Provide City of Albany Business License number and Expiration Date on Page 11 of this contract.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et M., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, or may be, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to

persons or entities other than CITY without prior written authorization from the City Administrator, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) To the fullest extent permitted by law, CITY and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or *willful* acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT except CLAIMS caused by the sole negligence or willful misconduct of INDEMNITEES.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 16 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) If CONSULTANT's obligation to defend, indemnify, and/or hold harmless arises out of CONSULTANT's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, CONSULTANT's indemnification obligation shall be limited to CLAIMS that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and, upon CONSULTANT obtaining a final adjudication by a court of competent jurisdiction, CONSULTANT's liability for such claim, including the cost to defend, shall not exceed the CONSULTANT's proportionate percentage of fault.

SECTION 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Administrator. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the CITY. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that

CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 21. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 27. WAIVER

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Alameda County. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29. CLAIMS.

All claims arising out of or related to this agreement must be presented not later than six (6) months after the accrual of the cause of action. Such claims shall be governed by the provisions of the Albany Municipal Code and such claims shall further be governed by the provisions of section 930.4 of the Government Code for the purposes of filing leave to present a later claim. It is further provided that subdivision (b) of section 911.4 sections 911.6 to 912.2, inclusive and section 946.6 are applicable to all such claims, and the time specified in this agreement shall be deemed the "time specified" in section 911.2 within the meaning of sections 911.6 and 946.6.

SECTION 30. W-9 FORM

Complete the attached EXHIBIT "D W-9 FORM" that will be removed from this contract and forwarded to our Finance Department for use during invoice processing.

SECTION 31. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "D", is the entire, complete, final and exclusive expression of the parties with respect to the matters

addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF ALBANY:

By _____
Nicole Almaguer, City Manager

Date _____

CONSULTANT:

By _____
(Authorized Officer)

Name:

Title:

By _____
(Authorized Officer)

Name:

Title:

APPROVED AS TO FORM:

Malathy Subramanian, City Attorney

Date _____

City of Albany Business License

BL # _____

Expiration Date: _____

ATTEST:

Anne Hsu, City Clerk

Date _____

City of Albany Exhibit C
Insurance Requirements – Professional Services Agreements

I. Professional Liability Insurance

a. Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

II. Commercial General Liability

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office (ISO) form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the City and its officers, officials, employees, and agents using ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

II. Business Automobile Liability

a. Consultant shall provide auto liability coverage for automobiles using ISO Business Auto Coverage form CA 00 01 (or equivalent), coverage symbol 1 – any auto (except where Consultant has no owned autos, coverage symbols 8 – hired autos and 9 – non-owned autos), with a limit of no less than two million dollars (\$2,000,000) per accident. Consultant's business automobile liability policies shall be

primary and shall not seek contribution from the City's coverage and be endorsed to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

b. Coverage shall contain a waiver of subrogation in favor of the City.

III. Workers' Compensation and Employers' Liability

a. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

IV. All Coverages

a. For each insurance policy required by the Agreement, coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City by Consultant, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-:VII or higher.

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	Exempt payee code (if any) _____
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT B

City of Albany Business License Application & New Vendor Form



City of Albany

1000 San Pablo Avenue | Albany, California 94706
(510) 528-5730 | AccountsReceivable@AlbanyCA.org | www.albanyca.org

BUSINESS LICENSE APPLICATION FORM

STATE AND LOCAL LAW REQUIRE THE FOLLOWING INFORMATION:

A. Business Name _____ B. NAICS Code: _____

C. Business Description _____

D. Physical Address of Business _____

City _____ State _____ Zip _____

E. Mailing Address of Business _____

City _____ State _____ Zip _____

Phone _____ Email _____

F. Ownership Type: Sole Proprietorship Partnership Corporation LLC/LLP Other _____

G. Federal Employer ID Number _____ OR Social Security Number _____

H. Owner's Name _____

I. Owner's Mailing Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

J. Date Business commenced in Albany _____ K. Will this be a Home-Based Occupation? Yes No

L. Number of Full Time Equivalent Workers/Employees OR Living Units in Albany: _____

M. Contractor Information (If applicable):

State Contractor's License Number _____

License Term: 3 months 6 months 12 months

N. Fire Fee Verification (for in town businesses):

Inspected by _____ Date _____

Initial Inspection Fee \$ _____ Fire Units _____

Emergency Contact(s) (for Fire Emergencies only):

Name _____ Phone Number _____

Name _____ Phone Number _____

O. By signing this form, I certify that all the information provided above is true:

Signature _____ Date _____

City of Albany Business License Application Instructions

Read all instructions carefully prior to completing your application.

This application is for businesses new to Albany. If you hold, or previously held, an Albany business license and have a Business Account Number, please complete the City of Albany Business License Reinstatement Form. Contact the Finance Department if you do not remember your Account Number.

Line Item Instructions

- A. Business Name.** Provide the name the business will operate under in the City.
- B. NAICS Code.** Provide the NAICS code that the entity uses (or will use) with the federal government. More information on NAICS codes can be found online at <https://www.census.gov/naics/>.
- C. Business Description.** Describe the type of product or service performed by the business.
- D. Physical Address.** Provide the physical Albany location of the business this application is for.
- E. Mailing Address and Contact Information.** Provide the address renewal bills and other correspondence should be sent.
- F. Ownership Type.** Enter the type of ownership structure the business is operating under.
- G. FEIN or SSN.** Enter the Federal Entity Identification Number or Social Security Number the business is operating under.
- H. Owner's Name.** Enter the name of the legal owner of the business.
- I. Owner's Contact Information.** If different from the business contact information, enter the contact information for the legal owner of the business.
- J. Date Business Commenced.** Enter the date the entity began doing business within the City of Albany. A business license must be secured within 15 days of starting the business or late and penalty fees and interest will apply per Albany Municipal Code § 5-2.10.
- K. Will this be a home-based occupation?** The following activities are considered Home Occupations (these are examples and not an all-inclusive list):
 - If you work and have an office in your Albany home;
 - If you make or receive business related telephone calls at your Albany home;
 - If your Albany home address is the mailing address for a business;
 - If you have a wholesaler's or merchant's license with an Albany address; or
 - If you make crafts at your Albany home that are sold at craft shows or swap meets.
- L. Number of full-time equivalent employees working in, or living units located in, Albany.** *Employee count:* If you will have part-time staff, complete Worksheet A to determine the number of full-time equivalent employees working in Albany. *Living Unit count:* If you are renting out units that provide complete independent living facilities, list the number of units you are holding out for rent within the City of Albany.
- M. Contractor Information.** Complete this section only if you are a Contractor with no fixed location within the City of Albany. Provide your license number and indicate how long the license should be issued for.
- N. Fire Unit Verification.** Businesses with in town locations are subject to a fire prevention and life safety program fee. To verify the number of fire units for your business, you must contact the Fire Department and have a Fire Marshal sign off on the accuracy of the information. Contact the Fire Marshal's Office at (510) 528-5775 to make an appointment, or drop the application off at the Fire Department. Make sure to include your contact information in Section D so a Fire Marshal can contact you when the verification is completed. If an inspection of the site is needed, the Fire Department's sign off may take 7-10 business days.

Also include emergency contact information in case the Fire Department needs to contact someone to enter the business outside of normal business hours. This may be the owner's information, or the name and phone number for a property management company in charge of the property. This information is kept solely by the Fire Department for emergency purposes. If you have questions, contact the Fire Department at (510) 528-5770.

BUSINESS LICENSE RENEWAL NOTICE FOR IN TOWN BUSINESSES:

YOUR CITY OF ALBANY BUSINESS LICENSE WILL EXPIRE ON DECEMBER 31ST.

THE LICENSE PERIOD BEGINS JANUARY 1ST OF EACH YEAR. **LICENSES MUST BE RENEWED AND PAYMENT RECEIVED BY JANUARY 31ST OR PENALTIES AND INTEREST WILL ACCRUE.** While every effort is made to inform businesses of their renewal amounts, per Albany Municipal Code § 5-2.10(c), the City is not required to send a renewal notice or other bill. It is the business's responsibility to determine the correct amount due and pay any taxes owed by January 31st of each year.

FOR CONTRACTORS:

YOUR CITY OF ALBANY BUSINESS LICENSE **WILL EXPIRE ON THE DATE SHOWN ON LICENSE.**

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (510) 528-5730 OR EMAIL ACCOUNTSRECEIVABLE@ALBANYCA.ORG.

†Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

The Division of the State Architect at www.dgs.ca.gov/dsa/Home.aspx
The Department of Rehabilitation at www.rehab.cahwnet.gov
The California Commission on Disability Access at www.ceda.ca.gov



Albany Business License Forms Worksheet A - Full Time Equivalent Employee Count Calculation

EMPLOYEE COUNT ADJUSTMENT

- A. **TOTAL HOURS:** Calculate the total number of hours worked by all workers, including the owner, at this location for the year. A. _____
- B. **FULL TIME EQUIVALENT:** Divide the number of hours on Line A by 2,080 hours (average annual hours for a 40 hour work week employee). B. _____
- C. **ROUNDING:** Round the amount on Line B to the nearest whole number. C. _____
- D. **SUBTRACT 1 EMPLOYEE:** Subtract 1 from the amount on Line C and enter this number on Line L of the Business License Application Form or Line F of the Business License Reinstatement Form. D. _____



2022 Business License Tax Rates

Administrative Fees set by City of Albany Master Fee Schedule:

Issuance of 1st License	\$ 16.21
Issuance-Planning & Building Reviews	\$ 39.72
<i>In town businesses except home occupation</i>	
Lost License Replacement	\$ 16.21
Transfer of License	\$ 39.72

Apartment Rental Property is disallowed from license transfer - must reapply

Rent Review Fee	\$ 15.00
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Master Fee Schedule available online at <https://www.albanyca.org/departments/finance/master-fee-schedule>

State Mandated Fee

Senate Bill 1186	\$ 4.00
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Business License Taxes

Business Type	Tax	Term
<u>Businesses with a fixed location within Albany</u>		
Owner or sole employee	\$ 331.00	Annual
Each additional employee	\$ 68.00	Annual

Contractors and trades

Owner or sole employee	\$ 331.00	Annual
	\$ 192.00	Semi-annual
	\$ 104.00	Quarterly
Each additional Employee	\$ 68.00	Annual
	\$ 34.00	Semi-annual
	\$ 7.00	Quarterly

Note: Contracts and trades with a fixed place of business within Albany may purchase up to two (2) license per year (Albany Municipal Code § 5-2.3)

Businesses with less than \$7,200 annual gross receipts

Owner or sole employee	\$ 68.00	Annual
Each additional employee	\$ 44.00	Annual

<u>Minors with less than \$500 in annual gross receipts within Albany</u> (Does not include Solicitors and Peddlers)	\$ 17.00	Annual
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<u>Apartment Rental Units-Residential</u>	\$ 104.00	Annual (per unit)
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An apartment rental unit as used herein is a room or suite of two (2) or more rooms which is occupied or which is intended or designed to be occupied by not more than one (1) family, providing complete independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation and for which rent is asked, paid or received. This includes, but is not limited to, apartments, single-family houses, cottages, buildings having two (2) or more apartment units, condominiums, flats, or in-law units.

Amusement & Entertainment

<u>Permanent Premises: includes fewer than 100 admissions</u>		
5 or more days per week	\$ 1,326.00	Annual
Up to 4 days per week	\$ 1,054.00	Annual
Up to 3 days per week	\$ 789.00	Annual
Up to 2 days per week	\$ 531.00	Annual
1 day or less per week	\$ 395.00	Annual
Occasional	\$ 68.00	Day

Theaters, Occasional: Per 100 admissions sold or fractions thereof

Less than \$10 per ticket	\$ 44.00
\$10 or more per ticket	\$ 68.00



2022 Business License Tax Rates

Business Type	Tax	Term
Special Events: Temporary event held for the benefit or enjoyment of public (carnivals, fairs, circuses, auto shows, boat shows and recreational vehicle shows)	\$ 3,960.00	Week
	\$ 1,186.00	Day

Sponsored Events

0 - 10 businesses	\$ 52.00	Per Event
11 - 25 businesses	\$ 117.00	Per Event
26+ businesses	\$ 218.00	Per Event

License is obtained by the event sponsor (who already has an Albany Business License) and must be paid prior to the event

Other Business Types

Advertising Material Distribution	\$ 1,109.00	Annual (per person)
	\$ 275.00	Quarter (per person)
	\$ 92.00	Month (per person)
Advertising Vehicle	\$ 959.00	Annual
	\$ 233.00	Quarter
	\$ 80.00	Month
Amusements, Concessions	\$ 264.00	Day
Auctioneers, Real Property	\$ 395.00	Day
Auctioneers, Personal Property	\$ 921.00	Quarter
	\$ 195.00	Day
Automobiles for hire	\$ 92.00	Annual (per vehicle)
Bail Bond Brokers	\$ 395.00	Annual
Billboards	\$ 789.00	Annual
Boxer-Wrestling	\$ 3,960.00	Day
Christmas Tree or Seasonal Decorations not connected with another business operating from a fixed location in Albany	\$ 192.00	Quarter
Pawnbrokers	\$ 4,617.00	Annual
Peddlers and Solicitors	\$ 264.00	Quarter (per person)
	\$ 68.00	Day (per person)
Peddlers and Solicitors, personally manufactured articles and produce (Food Trucks, etc.)	\$ 135.00	Quarter (per person)
	\$ 31.00	Day (per truck)
Public Dance (Temporary)	\$ 658.00	Day
Pony Rides & Childrens' Amusements	\$ 92.00	Day
Skating Rink	\$ 5,274.00	Annual
Vendor of racing forms	\$ 2,634.00	Meet
Each additional Salesman, Solicitor, Employee or Agent thereof	\$ 191.00	Meet

Utility Service

Per \$1,000 of gross receipts	\$ 1.00	Annual
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ALL BUSINESSES LOCATED WITHIN ALBANY MAY PURCHASE UP TO TWO (2) LICENSES PER YEAR FOR ONE (1) BUSINESS. ALL OTHERS ARE BASED ON LISTED TERMS.

I certify that the foregoing rates are true and correct based on a 4.29% increase in the CPI for Urban Wage Earners and Clerical Workers (CPI-W) in the S.F. Bay Area from June 2020 to June 2021, pursuant to Albany Municipal Code § 5-2.2.

DATED: November 8, 2021

Heather Rowden

Heather Rowden
City Treasurer



City of Albany Finance Department

New Vendor Form

Please complete this form and return it to the City of Albany Accounts Payable Department at the email or address below with your company's Form W-9.

Legal Name: _____ DBA: _____

Type of Business: _____ Payable to: _____

Preferred Method of Payment:

CHECK

Remit to Address: _____

EFT

Name of Financial Institution: _____

Name on Account: _____

Checking Savings

Account Number: _____

ABA Routing Number: _____

Contact Information:

Name: _____

Phone Number: _____

Email Address (required for EFT): _____

Signature of Authorized Signer:

Signature: _____ Date: _____

Print Name: _____ Title: _____

Phone: (510) 528-5730

AccountsPayable@AlbanyCA.org
1000 San Pablo Ave
Albany, CA 94706

ATTACHMENT C

Map of City's Street Types & Neighborhood Function

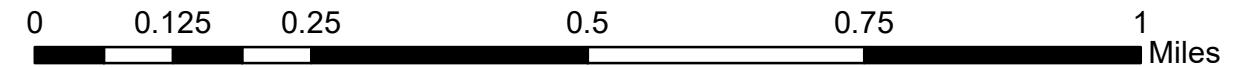
ATTACHMENT D

Map of City's Bicycle Network & Pedestrian Priority Sidewalk Network

Bicycle Network & Pedestrian Priority Sidewalk Network



NOTE: This map is a representative example of City zoning. However, it does not reflect the most up-to-date detailed zoning and should be used as a reference only.



ATTACHMENT E

Excerpts from LRSP Countermeasure Toolbox

Excerpts from Albany Local Roadway Safety Plan: Countermeasure Toolbox TM (September 2022)

This technical memorandum summarizes the process of selecting countermeasures on Albany's roads as part of the analysis for the Local Roadway Safety Plan (LRSP). Countermeasures were selected for each of the identified high-injury intersections and roadway segments based on extensive review of existing conditions at the site and characteristics of identified collisions in Albany. Relevant streetlighting excerpts from the consolidated countermeasures are as follows:

High-risk Intersections

ID	Intersection	Control	Countermeasure (HSIP-Eligible)
7	Solano Ave at Peralta Ave	Stop Controlled	Add intersection lighting (N.S.I.)

High-risk Roadway Segments

ID	Intersection	Countermeasure (HSIP-Eligible)
E	Madison St: 400' N of Washington St to 450' S of Solano Ave	Add segment lighting
F	Washington Ave: 100' W of Cerrito Ave to San Pablo Ave	Add segment lighting

Although segment lighting was not listed as a recommended countermeasure at the following roadway segments, the City received public comments about visibility/lighting with regards to safety as follows:

ID	Locations
A	Solano Ave: Cleveland Ave to City Limit (East)
B	San Pablo Ave/SR-123: City Limit (north) to 450' S of Marin Ave
C	Buchanan St: I-80 EB Ramps to San Pablo Ave
G	Marin [Ave]: Buchanan St to City Limit (East)
H	Key Route Blvd: Brighton Ave to City Limit (South)
I	Masonic Avenue: Brighton Avenue to City Limit (South)
K	Peralta Avenue