

CONTRACTOR AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and CLARK SERVICES, a Sole Proprietor, whose address is 605 S. 32ND STREET, RICHMOND, CALIFORNIA 94804, hereinafter called the Contractor, in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of daily janitorial service (Sunday through Saturday) for three of the City's business districts which include: Park Street, Webster Street and Marina Village. On October 28, 2014, the Public Works Department issued a request for statement of pre-qualification, and request for proposal on December 1, 2014. After a bidding period of 21 days, two Contractors submitted bids, and the bids were opened on December 22, 2014. We received two bids and choose the lowest responsive, responsible bidder per Administrative Order No. 5.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Contractor desire to enter into an agreement for daily janitorial service (see Exhibit A for scope of work).

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The term of this Agreement shall commence on the 4th day of March, 2015, and shall terminate on the 3rd day of March 2016, unless terminated earlier as set forth herein.

This contract may be mutually amended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this contract. The Public Works Director may submit written notice that the contract is to be extended at the same terms and costs as the existing contract or the amendment(s) to this agreement shall be adjusted by the Construction Cost Index for the San Francisco Bay Area reported in the Engineering News Record for the trades associated with the work from the date of the original bid opening to the estimated date of the proposed amendment(s).

2. **SERVICES TO BE PERFORMED:**

Contractor agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in

Exhibit A as requested. The Contractor acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Contractor perform all tasks included therein.

3. **COMPENSATION TO CONTRACTOR:**

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "A" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from the Island City Landscape and Lighting District 84-2 (Fund 275), Zones 4 (Park Street), 6 (Marina Village), and 8 (Webster Street).

Payment will be made by the City in the following manner: On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month. However, the City reserves the right to adjust budget within and between tasks. Pricing and accounting of charges are to be according to the bid packet pricing, unless mutually agreed to in writing.

Total compensation for work is \$113,100, with an 15% contingency in the amount of \$16,965 for a total not to exceed of \$130,065. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

Prompt Payment Of Withheld Funds To Subcontractors: The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor. This clause applies to both Disadvantaged Business Enterprise and non-Disadvantaged Business Enterprise subcontractors.

4. **TIME IS OF THE ESSENCE:**

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

5. **STANDARD OF CARE:**

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

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

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

Contractor shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Contractor's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide

thirty (30) days' advance written notice to the City of Alameda by certified mail, "Attention: Risk Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Contractor shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$2,000,000 each occurrence
	\$4,000,000 aggregate - all other

Property Damage:	\$2,000,000 each occurrence
	\$4,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
or	
Combined Single Limit:	\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

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

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE: (NOT REQUIRED FOR THIS CONTRACT) The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney. Faithful Performance Bond and Labor and Material Bond are only required for work over \$25,000. Therefore, those estimates that are under \$25,000 will not need to budget for the bond premiums and those estimates over \$25,000 will need to be sure to budget for the bond premiums.

The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

11. BONDS: (NOT REQUIRED FOR THIS CONTRACT)

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney:

A. Faithful Performance:

A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. Labor and Materials:

A bond for labor and materials in the amount of 100% of the total contract price.

12. PROHIBITION AGAINST TRANSFERS:

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City.

Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which

shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of City, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License, that may be required in connection with the performance of services hereunder.

15. REPORTS:

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of City.

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by City.

Contractor shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

16. RECORDS:

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and

activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to City shall be addressed to City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Ph: (510) 747-7900 / Fax: (510) 769-6030
Liz Acord, lacord@alamedaca.gov

All notices, demands, requests, or approvals from City to Contractor shall be addressed to Contractor at:

Clark Services
Jeremy Clark
605 S. 32nd Street
Richmond, CA 94804
Ph: (510) 970-7910
Clarkservices1@gmail.com

18. LAWS TO BE OBSERVED.

The Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

19. PREVAILING WAGES:

a. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq.

("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. Since this Project involves a "public work" project, as defined by the Prevailing Wage Laws, Contractor shall fully comply with such Prevailing Wage Laws. Contractor's failure to comply with the Prevailing Wage Law may constitute a default under the contract for performance of the Work which would entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

b. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City's Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda. The Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. The Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.

c. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates shall apply unless the State wage rates are higher. The Federal Wage Rates applicable to the contract are those current within ten (10) days of the bid due date.

d. The Contractor and all subcontractors shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

e. The Contractor and all subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

f. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

g. Pursuant to Labor Code § 1775, the Contractor shall as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission. In addition, the difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each work by the Contractor.

h. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or

classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

i. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at www.dir.ca.gov.

20. HOURS OF LABOR.

a. As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

b. The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

c. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

21. CERTIFIED PAYROLL.

a. Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Certified payrolls shall be prepared weekly, and at a minimum, submitted monthly to the Labor Compliance Officer, Gail Carlson, Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501 by the Contractor and each subcontractor. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

b. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;

c. That such laborer or mechanic (including each helper, apprentice and trainee)

employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and

d. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. If the Contractor or a subcontractor does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.

f. In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to the CITY, \$25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

22. APPRENTICES.

a. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than \$30,000 or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

b. Section 1777.5 requires the Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

c. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor's required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

d. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

23. LABOR DISCRIMINATION.

No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

24. REGISTRATION OF CONTRACTORS.

Before submitting bids, contractors shall be licensed in accordance with the provisions of

25. URBAN RUNOFF MANAGEMENT:

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

A. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), in site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

B. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.

C. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.

D. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.

E. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each workday. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code §13385.

26. COMPLIANCE WITH MARSH CRUST ORDINANCE: (NOT REQUIRED FOR

THIS CONTRACT)

Contractor shall perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

27. COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, issued by the San Francisco Bay Regional Water Quality Control Board.

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, issued by the San Francisco Bay Regional Water Quality Control Board.

- ☐ Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.
- ☐ Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
 1. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
 2. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
 3. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
 4. Biological controls (e.g., natural enemies or predators); (5)
 5. Reduced-risk chemical controls (e.g., soaps or oils);
 6. Other chemical controls.
- ☐ Prior to applying chemical controls the contractor shall complete a checklist for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the contractor shall submit one checklist prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. (Attached as Exhibit ____). Additionally, the contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.
- ☐ Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
 1. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
 2. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)

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

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk. If this agreement pertains to the use of any items listed above, the Contractor will need to fill out and send in the Contractor Verification Form and Contractor Check List.

28. **PURCHASES OF MINED MATERIALS REQUIREMENT: NOT REQUIRED FOR THIS CONTRACT** Contractor shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Contractor shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: www.conservation.ca.gov/OMR/ab_3098_list/index.htm. Note that the list changes periodically and should be reviewed accordingly.

29. **TERMINATION:**

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

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

30. **COMPLIANCES:**

Contractor shall comply with all laws, state or federal and all ordinances, rules and regulations enacted or issued by City.

31. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

32. **ADVERTISEMENT:**

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

33. **WAIVER:**

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

34. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Contractor.

35. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

36. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

CLARK SERVICES
A Sole Proprietor

Jeremey Clark
Owner

CITY OF ALAMEDA
A Municipal Corporation

John A. Russo
City Manager

RECOMMENDED FOR APPROVAL

Robert G. Haun
Public Works Director

APPROVED AS TO FORM:

Andrico Penick
Assistant City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

(If no entry appears above, information required to complete this endorsement will be shown in the Declaration as applicable to this endorsement.)

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

REF:

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

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED(S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERE TO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

Exhibit A

	Proposed Days	Budget
Webster Street	7X per week	\$28,500
Park Street	7X per week	\$40,400
Marina Village	7X per week	\$44,200
TOTAL		\$113,100

Proposed Scope of Work for Park Street

Contractor will maintain an attractive, clean appearance of the City's public right-of-way, including sidewalks, public litter cans, and other elements of this infrastructure. This maintenance should meet high-quality standards, focus on results, and be performed competently and expeditiously.

Contractor will exhibit exemplary customer service by being visible, courteous, and responsive to the area's visitors, residents, tenants, and owners.

Contractor will be responsible for directly liaising with staff of the business association, its board, and/or any of its subcommittees.

A. Geography

Park Street, including:

- Park Street from Blanding Avenue to San Jose Avenue.
- Lincoln Avenue from Oak Street to Everett Street.
- Santa Clara Avenue from Oak Street to Broadway.
- Central Avenue from Oak Street to Everett Street.
- Alameda Avenue from Park Street to Oak Street; and
- Encinal Avenue from Oak Street to Park Avenue.

B. Service delivery

1. Service will be provided Monday through Sunday in the Park Street Business District.
2. Any requests for additional service will be responded to within the same-day as often as possible.
3. Contractor will provide timely and effective responses to service requests from staff of either the City the business association, whether these requests are made by phone, email, or the City's customer feedback system, currently Alameda Access (powered by Comcate).
4. Contractor will leave each part of the service area in an attractive, orderly, and clean condition.
5. Contractor will proactively prepare for occurrences in non-service hours that might lead to an unclean, unattractive area. (For example, if a public litter can repeatedly is overfilled by bar patrons on Thursdays overnight, the contractor might ensure that the can is completely empty by the end of day Wednesday. If this can continues to be overfilled, the contractor might move an additional

public litter can closer to the bar.)

6. Contractor will perform all related duties in an efficient, competent, expeditious, and courteous manner.

7. Contractor cannot use sidewalk cleaning machines prior to 6:00 a.m.

C. Daily activities

1. General litter and trash removal from sidewalks and street furniture including recycling and disposal at proper facilities.

2. General litter and trash removal from litter and recycling containers including tops and sides, space between cage and internal can liner, and any materials not contained within can. This assures a clean and orderly appearance of the litter can and surrounding area.

3. Ensure no public litter cans overflow, including proactively removing material from cans which are about to, or later will, overflow.

3.1 Monitor public litter cans to ensure the City's waste hauler (Alameda County Industries) services those containers on scheduled days of service, typically Monday, Wednesday and Friday, and that no material from the container spilled over in the process of servicing the container. Where violations, report to Alameda County Industries and City staff.

4. Operate sidewalk sweeping machine.

5. Shopping cart removal and return.

6. Remove graffiti from public property including public litter and recycling containers and email City staff "before" and "after" photographs.

7. All illegal signage removed in a timely manner.

8. Monitor landscaping (performed by a separate contractor) and report any problems to City staff.

9. Remove weeds from sidewalk or other areas, as needed.

10. Ensure staff are visible and present on the street, especially for visitors and business association members.

D. Weekly activities

1. Removal of materials from public Recycling and Organics containers including recycling and disposal at the proper facilities.

2. Clean corners, steps, and drains, not accessible by street sweepers, at amenity plazas and bus stops.

3. Newsracks wiped down.

4. Bus stops swept and street furniture wiped down.

5. Spot power washing as needed to removes grime, gum, gum stains, and discoloration from the sidewalks and public litter cans.

6. Hang/install and water flower baskets on Park Street in the spring and remove baskets in the fall.

7. Sweep parking lot between Central Avenue and Alameda Avenue, 2336 Central Avenue.

8. Remove litter from parking lot adjacent to 2308 Encinal Avenue.

E. As directed

1. Provide special signage service, i.e., posting of signage for special events on Park Street for:

a. Spring Festival, second full weekend of May (Mother's Day Weekend).

b. Art & Wine Faire, last full weekend of July.

- c. Classic Car Show, second Saturday of October.
- d. Free Parking every Saturday between Thanksgiving and Christmas.
- 2. Provide monthly reports as requested by City Representative.

Proposed Scope of Work for Webster Street

Contractor will maintain an attractive, clean appearance of the City's public right-of-way, including sidewalks, public litter cans, and other elements of this infrastructure. This maintenance should meet high-quality standards, focus on results, and be performed competently and expeditiously.

Contractor will exhibit exemplary customer service by being visible, courteous, and responsive to the area's visitors, residents, tenants, and owners.

Contractor will be responsible for directly liaising with staff of the business association, its board, and/or any of its subcommittees.

A. Geography

The eight-block length of Webster Street from Central Avenue to Ralph Appezato Memorial Parkway and side streets as far as the parking meters extend or back 100 feet, whichever is less.

B. Service delivery

- 1. Service will be provided Monday through Saturday in the Webster Street District.
- 2. Any requests for additional service will be responded to within the same-day as often as possible.
- 3. Contractor will provide timely and effective responses to service requests from staff of either the City and/or the business association, whether these requests are made by phone, email, or the City's customer feedback system, currently Alameda Access (powered by Comcate).
- 4. Contractor will leave each part of the service area in an attractive, orderly, and clean condition.
- 5. Contractor will proactively prepare for occurrences in non-service hours that might lead to an unclean, unattractive area. (For example, if a public litter can repeatedly is overfilled by bar patrons on Thursdays overnight, the contractor might ensure that the can is completely empty by the end of day Wednesday. If this can continues to be overfilled, the contractor might move an additional public litter can closer to the bar.)
- 5. Contractor will perform all related duties in an efficient, competent, expeditious, and courteous manner.
- 6. Contractor cannot use sidewalk cleaning machines prior to 6:00 a.m.

C. Daily activities

- 1. General litter and trash removal from sidewalks and street furniture including recycling and disposal at proper facilities.
- 2. General litter and trash removal from litter and recycling containers including tops and sides, space between cage and internal can liner, and any materials not contained within can. This assures a clean and orderly appearance of the litter can and surrounding area.
- 3. Ensure no public litter cans overflow, including proactively removing material from cans which are about to, or later will, overflow.

3.1 Monitor public litter cans to ensure the City's waste hauler (Alameda County Industries) services those containers on scheduled days of service, typically Monday, Wednesday and Friday, and that no material from the container spilled over in the process of servicing the container. Where violations, report to Alameda County Industries and City staff.

4. Operate sidewalk sweeping machine.

5. Shopping cart removal and return.

6. Remove graffiti from public property including public litter and recycling containers and email City staff "before" and "after" photographs.

7. All illegal signage removed.

8. Monitor landscaping (performed by a separate contractor) and report any problems to City staff.

9. Remove weeds from sidewalk or other areas, as needed.

10. Ensure staff are visible and present on the street, especially for visitors and business association members.

D. Weekly activities and/or as needed:

1. Removal of materials from public Recycling and Organics containers including recycling and disposal at the proper facilities.

2. Clean corners, steps, and drains, not accessible by street sweepers, at amenity plazas and bus stops.

3. Newsracks within the district(s) wiped down.

4. Bus stops swept and street furniture wiped down.

5. Spot power washing as needed to removes grime, gum, gum stains, and discoloration from the sidewalks and public litter cans.

E. As directed:

1. Provide special signage service, i.e., posting of signage for special events:

a. Webster Street Jam, second full weekend of September

b. Halloween on Webster Street, October 31

c. Santa on Webster Street, first Saturday of December

d. Free Parking every Saturday between Thanksgiving and Christmas

2. Provide monthly reports as requested by City Representative.

Proposed Scope of Work for Marina Village

Contractor will maintain an attractive, clean appearance of the City's public right-of-way, including boardwalk, sidewalks, pathways, public litter cans, and other elements of this infrastructure. This maintenance should meet high-quality standards, focus on results, and be performed competently and expeditiously.

Contractor will exhibit exemplary customer service by being visible, courteous, and responsive to the area's visitors, residents, tenants, and owners.

Contractor will be responsible for directly liaising with staff of the business association, its board, and/or any of its subcommittees.

A. Service Delivery

1. Service will be provided Monday through Sunday for the public restrooms, and Monday through Friday for the public litter cans, public path and sidewalks, and public boardwalk.
2. Contractor is to leave service areas in a clean manner at the end of each workday. All parts of the work area shall be left in a neat and presentable condition.
3. Contractor will provide timely and effective responses to service requests from staff of either the City or the business association, whether these requests are made by phone, email, or the City's customer feedback system, currently Alameda Access (powered by Comcate).
4. Contractor is also expected to perform all related duties in a manner which is efficient, competent, expeditious, and courteous.
5. Contractor cannot use sidewalk cleaning machines prior to 6:00 a.m.

B. Daily/Nightly Services for the Public Restrooms

1. Clean the public restrooms located at 1030 Marina Village Parkway, once per day, seven days per week.
2. Restock all restrooms with supplies from stock including paper towels, toilet tissue, seat covers, and hand soap as required.
3. Restock all sanitary napkin and tampon dispensers from stock, as required.
4. Wash and polish all mirrors, dispensers, faucets, flush-o-meters, and bright work with nonscratch disinfectant cleaners.
5. Wash and sanitize all wash basins, counter tops, toilet bowls, toilet seats, urinals, and sinks as required. Disinfect underside and tops of toilet seats.
6. Remove stains, de- scale toilets, urinals, and sinks as required.
7. Mop all restroom floors with disinfectant germicidal solution. Remove gum, tar, and other foreign substances from floor surfaces.
8. Empty and sanitize all waste and sanitary napkin and tampon receptacles.
9. Remove all restroom trash from building.
10. Spot clean fingerprints, marks and graffiti from tile wall, partitions, glass, and light switches as required.
11. Report all fixtures not working properly to City.
12. Replace bulbs when an existing bulb fails.
13. Report all damaged areas in restroom, e.g. walls, door locks, hinges.
14. Ensure the restrooms are locked from 7:00pm to 7:00am. The restrooms are set on a time clock from 7:00 pm to 7:00am. The time clock is located in the janitorial closet at 1030 Marina Village Parkway.

C. Monthly Services for the Public Restrooms

1. Dust all low reach areas and high reach areas including, but not limited to, structural ledges, mirror tops, partition tops and edges, air conditioning diffuses, and return air grille.
2. Add fluid to floor drains.
3. Wipe down all tile walls and metal partitions. Partitions shall be left in an un-streaked condition after this work.
4. Clean all ventilation grills.
5. Dust all doors and doorjambs.

D. As Directed Work for the Public Restrooms

Incidental maintenance and repair/replacement of dryers, dispensers, seats and lighting. Incidental repairs or replacements must be pre-approved by City.

E. Daily activities for Public Litter Cans, Public Path and Sidewalks, and Public Boardwalk

1. Remove trash from five public litter cans around Waterfront Deli (1070 Marina Village Parkway #115) daily, Monday-Friday. These cans are served more frequently than the rest of the public litter cans on the public path because material is deposited in them more frequently.
2. General litter and trash removal from pathways and public litter can areas surrounding Waterfront Deli including recycling and disposal at proper facilities.
3. Ensure public litter cans never overflow.
4. Replace any burnt out sidewalk lights along pathway and lighting up the sculpture.
5. Remove graffiti from public property and email City staff "before" and "after" photographs.

F. Weekly activities for Public Litter Cans, Public Path and Sidewalks, and Public Boardwalk

1. Remove trash from the remaining nineteen cans along the public path and public boardwalk at least once per week, unless otherwise necessary to ensure cans are not overflowing.
2. General litter and trash removal from pathways and public litter can areas, including recycling and disposal at proper facilities.
3. Check and restock Mutt Mitt containers along path and boardwalk to ensure they are supplied and functional.
- 3.1 . Mutt Mitt dispensers are located at the ends of the shoreline park – one at each end, two total. Each dispenser houses three packs of Mutt Mitts, and extras will be stored in the utility room located on the first floor of 1030 Marina Village Parkway between the public restrooms. Public Works provides the keys for the utility room and dispensers.

G. Monthly activities for Public Litter Cans, Public Path and Sidewalks, and Public Boardwalk

1. Inspect public litter cans, public path, public boardwalk, public park equipment, planter boxes, and signage on a monthly basis and report any safety hazards, equipment malfunction, or required maintenance.
2. Perform minor repairs to correct hazards, malfunction, or maintenance on public litter cans, public path, public boardwalk, public park equipment, planter boxes, and signage.
3. Periodic, spot power washing to ensure public litter cans, art sculpture, path, benches, tables, and fixture remain free of dirt, grime, and bird droppings.
4. Periodic cleaning and as-needed minor repairing and/or repainting of railings, benches, tables, planter boxes, and public park equipment.
5. Inspect, notify City of major repairs, and do a-needed minor repairs repair of sidewalks, boardwalk, path, benches, tables, planter boxes, and public park equipment.

H. As directed activities for Public Litter Cans, Public Path and Sidewalk, and Public Boardwalk

Incidental maintenance and repairs as directed by City. Incidental repairs or replacements must be pre-approved by City.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **Bartley & Bartley Insurance Agency**
21 Commercial Blvd Ste 1
Novato CA 94949

CONTACT NAME:
PHONE (A/C, No, Ext): **415-883-7703** FAX (A/C, No): **415-883-5667**
E-MAIL:
ADDRESS:

INSURED **Jeremy Clark DBA Clark Services**
PO Box 10771
San Rafael CA 94912

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Mercury Insurance Group	
INSURER B: Ca. Capital Insurance Group	
INSURER C: Monterey Insurance Group	23540
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES: LIMITS SHOWN MAY VARY BASED ON

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
B	COMMERCIAL GENERAL LIABILITY	Y	N	4SSA3017210	01/21/2015	01/21/2016	EACH OCCURRENCE	\$	1,000,000		
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000		
							MED EXP (Any one person)	\$			
							PERSONAL & ADV INJURY	\$	1,000,000		
							GENERAL AGGREGATE	\$	2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	1,000,000		
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Fire Damage	\$			
	OTHER:						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000		
A	AUTOMOBILE LIABILITY	Y	N	MCA20480711	02/13/2015	02/13/2016	BODILY INJURY (Per person)	\$			
	<input type="checkbox"/> ANY AUTO						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$		
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$		
	<input checked="" type="checkbox"/> HIRED AUTOS								\$		
C	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	Y	N	4-CUL-3-1898765	01/27/2015	01/27/2016	EACH OCCURRENCE	\$	2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	CLAIMS-MADE						AGGREGATE	\$	2,000,000
	DED		RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY										PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$			
							E.L. DISEASE - POLICY LIMIT	\$			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured.

CITY OF ALAMEDA
Risk Management

Date **2-18-15**
Lucretia Akil, City Risk Manager

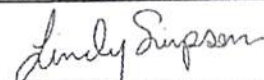
CERTIFICATE HOLDER

CANCELLATION

City of Alameda
Alameda Point bldg 1
950 West Mall Square Rm 110
Alameda CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2014 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 4-SSA-3-017210

COMMERCIAL GENERAL LIABILITY
CG 20 10 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
City of Alameda
Alameda Point Bldg 1

update

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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

CITY OF ALAMEDA
Risk Management
[Signature] Date *2-18-15*
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

CITY OF ALAMEDA
Risk Management
 Date 2-18-15
Lucretia Akil, City Risk Manager

MCA20480711 ✓



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 02-11-2015

GROUP:
 POLICY NUMBER: 9103920-2014
 CERTIFICATE ID: 9
 CERTIFICATE EXPIRES: 06-21-2015
 06-21-2014/06-21-2015

CITY OF ALAMEDA
 950 W MALL SQ STE 110
 ALAMEDA CA 94501-7552

NA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-29-2014 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

CLARK, JEREMY
 PO BOX 10771
 SAN RAFAEL CA 94912

NA

CITY OF ALAMEDA
 Risk Management

 Date 2-18-15
 Lucretia Akil, City Risk Manager

[P10,HO]

PRINTED : 02-11-2015