

UMK

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this ____ day of _____, 2019, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and ST. FRANCIS ELECTRIC, a California corporation, whose address is 975 CARDEN STREET, SAN LEANDRO, CALIFORNIA 94577 (the "Provider"), 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 the following services: street, park and parking lot lighting maintenance services. City staff issued a Request for Quotation on May 4, 2017 and after a submittal period of twenty-one days received two submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for street, park and parking lot lighting maintenance services, upon the terms and conditions herein.

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 ____ day of _____ 2019, and shall terminate on the 30th day of June 2019, unless terminated earlier as set forth herein.

This Agreement may be mutually extended 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 Agreement. The Public Works Director may submit written notice that the Agreement is to be extended and the compensation adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.

2. SERVICES TO BE PERFORMED:

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

3. **COMPENSATION TO PROVIDER:**

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

b. Total compensation for work shall not exceed of \$147,813.29. Funding shall be as follows: \$25,000 from Recreation and Parks (Fund 51210-61060) and \$122,813.29 from Street Lighting Maintenance Budget (Fund 310.3).

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

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

5. **STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. **INDEPENDENT PARTIES:**

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

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

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

8. **NON-DISCRIMINATION:**

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider'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. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the 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 Provider'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 Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

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

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company 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:

Provider 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:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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B. SUBROGATION WAIVER:

Provider 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, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider 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 Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

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 and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

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

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-

providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "Records").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

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

17. NOTICES:

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

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

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

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

City of Alameda
Maintenance Service Center
1616 Fortmann Way
Alameda, CA 94501
ATTENTION: Ricardo De La Torre
Ph: (510) [747-7900] / Fax: (510) [521-8762]

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

St. Francis Electric
975 Carden Street
San Leandro, CA 94577
ATTENTION: Monica Kint, Project Manager
Ph: 510-639-0639 / Fax: 510-639-9116

18. SAFETY:

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

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

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

19. TERMINATION:

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

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

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

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

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

23. 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.

24. INTEGRATED CONTRACT:

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

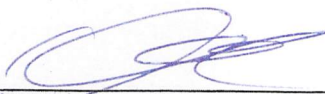
25. CAPTIONS:

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.

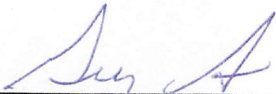
Signatures on next page

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

ST. FRANCIS ELECTRIC
A California Corporation



Andrew Amador
Vice President




Guy Smith
Secretary

CITY OF ALAMEDA,
A Municipal Corporation

Dave Rudat
Interim City Manager

RECOMMENDED FOR APPROVAL



Liam Garland
Public Works Director

APPROVED AS TO FORM:
City Attorney



Lisa N. Maxwell
Assistant City Attorney

6/21/2017



TRANSITIONAL OPERATIONS AND MAINTENANCE OF MUNICIPAL STREET, PARK AND PARKING LOT LIGHTING SYSTEMS

Base Maintenance Services

Unit prices are to include and cover the furnishing of all labor, materials, equipment, debris removal, traffic control, incidentals, and any other overhead necessary to perform the work described in the Scope of Services in a manner specified in the Project Specifications. Proposal prices are also to include any required reporting to the City of work performed.

Base maintenance services paid for on a monthly basis. The payment shall be equal to the number of a given light type multiplied by the contract unit price for that year divided by 12. For example, if the proposed unit price per light for Year 1 is \$10.00, and if the City owns 2,000 of those lights, then the monthly payment would be $(2,000 \times \$10.00)/12$, or \$1,666.67. The payments due the Contractor for Base Maintenance Services under this contract shall be adjusted at the beginning of each contract year based on the actual number of street, park and parking lot lights in the system. No further adjustments shall be made during the contract year for streetlight additions or deletions. Contractor may break out streetlight and other light types differently than that shown in Table 1, if preferred.

Table 1. Base Maintenance Services

Description	Estimated Quantity	Unit	Unit Price/Light/Year	Total
Streetlights with Fluorescent Fixtures	150	Each	\$22.20	\$3,330.00
Streetlights with High Pressure Sodium Fixtures	2,965	Each	\$22.20	\$65,823.00
Streetlights with Mercury Fixtures	175	Each	\$22.20	\$3,885.00
Streetlights with LED Fixtures	3,277	Each	\$19.80	\$64,884.60
Parking Lot Lights with High Pressure Sodium Fixtures	13	Each	\$22.20	\$288.60
Park and Pathway Lights with High Pressure Sodium Fixtures	97	Each	\$22.20	\$2,153.40
Park and Pathway Lights with Mercury Fixtures	142		\$22.20	\$3,152.40
Park Bollards with LED or Mercury Fixtures	31	Each	\$22.20	\$688.20
Night Check	4	Each	\$500.00	\$2,000.00
Day Check	4	Each	\$500.00	\$2,000.00
BASE MAINTENANCE SERVICES TOTAL ANNUAL COST				\$148,205.20

RFP: Transitional O&M of Municipal Street and Park Lighting Systems
Exhibit D. Project Pricing

Table 2. Emergency Maintenance Work Hourly Rates¹

Equipment / Personnel	Hourly Rate During Business Hours ¹	Hourly Rate During Non-Business Hours ²
Service Truck	\$25.00	\$25.00
Air Compressor	\$10.00	\$10.00
Crane Truck	\$65.00	\$65.00
Bucket/Aerial Lift Truck	\$35.00	\$35.00
Field Technician – Supervisor	\$130.00	\$195.00
Laborer	\$75.00	\$95.00
<i>Add other items, as applicable</i>		

1. Business Hours are 8 AM to 5 PM, Monday through Friday, excluding holidays.
2. Non-Business Hours are anything outside the stated Business Hours.

SCHEDULED MAINTENANCE SERVICES

Items specified in Table 3 will be paid for on a per-incident basis at the contract unit price. The contract unit price shall include labor, materials, equipment, debris removal, traffic control, incidentals, and any other overhead necessary to perform the work described.

Maintenance Work without a defined unit cost will be paid for on an hourly basis, as listed in Table 4, plus materials with standard markup. All scheduled maintenance services must be pre-approved by the City. Scheduled maintenance and repair requests shall be responded to within seven (7) working days of notification, unless otherwise agreed upon by the City.

Table 3. Scheduled Maintenance

Description	Unit	Unit Price
Transfer of Existing Mast Arm with fixture from old utility pole to replacement pole	Each	\$ 650.00
"Replace Foundation" includes the removal and disposal of an existing streetlight foundation, typically after an accidental knockdown; and the furnishing and installation of a new precast or poured in place concrete streetlight foundation as specified for the type of streetlight, complete and in place. This item includes all excavation and backfill needed to perform this work.	Each	\$ 4,100.00
"Reset Existing Foundation" includes the removal and resetting to plumb of an existing streetlight foundation, typically after an accidental knockdown. This item includes all excavation and backfill needed to perform this work.	Each	\$ 1,700.00
"Reestablish Direct Burial" pole. This item includes all excavation and backfill needed to perform this work.	Each	\$ \$1,850.00

RFP: Transitional O&M of Municipal Street and Park Lighting Systems
Exhibit D. Project Pricing

Table 4. Scheduled Maintenance Hourly Rates

Equipment / Personnel	Hourly Rate During Business Hours ¹	Hourly Rate During Non-Business Hours
Service Truck	\$25.00	\$25.00
Air Compressor	\$10.00	\$10.00
Crane Truck	\$65.00	\$65.00
Bucket/Aerial Lift Truck	\$35.00	\$35.00
Field Technician – Supervisor	\$130.00	\$195.00
Laborer	\$75.00	\$95.00
<i>Add other items, as applicable</i>		

1. Business Hours are 8 AM to 5 PM, Monday through Friday, excluding holidays.

Standard Material Markup Rate: 15%

St. Francis Pricing per 6/21/17 Scope					5 Month Term Calculation for 2/6/19-6/30/19		
Description	Estimated Quantity	Unit	Unit Price/Light/Year	Total	Unit Price/Light/Day	# Days in 5 Month Term	TOTAL
Streetlights with Flourescent Fixtures	150	Each	22.2	\$3,330.00	\$0.06	221	\$2,016.25
Streetlights with High Pressure Sodium Fixtures	2,965	Each	22.2	\$65,823.00	\$0.06	221	\$39,854.47
Streetlights with Mercury Fixtures	175	Each	22.2	\$3,885.00	\$0.06	221	\$2,352.29
Streetlights with LED Fixtures	3,277	Each	19.8	\$64,884.60	\$0.05	221	\$39,286.29
Parking Lot Lights with High Pressure Sodium Fixtures	13	Each	22.2	\$288.60	\$0.06	221	\$174.74
Park and Pathway Lights with High Pressure Sodium Fixtures	97	Each	22.2	\$2,153.40	\$0.06	221	\$1,303.84
Park and Pathway Lights with Mercury Fixtures	142	Each	22.2	\$3,152.40	\$0.06	221	\$1,908.71
Park Bollards with LED or Mercury Fixtures	31	Each	22.2	\$688.20	\$0.06	221	\$416.69
Night Check	4	Each	500	\$2,000.00	\$500.00	2	\$1,000.00
Day Check	4	Each	500	\$2,000.00	\$500.00	2	\$1,000.00
Base Maintenance Services TOTAL COST				\$148,205.20			\$89,313.29
Estimated Emergency Response				\$20,400.00	Estimated Emergency Response		\$8,500.00
Estimated Scheduled Work				\$60,000.00	Estimated Scheduled Work		\$25,000.00
STREET, PARK & PARKING SUBTOTAL				\$228,605.20	STREET, PARK & PARKING SUBTOTAL		\$122,813.29
ARPD Budget				\$38,000.00	ARPD Budget		\$25,000.00
ANNUAL CONTRACT TOTAL				\$266,605.20	5 MONTH CONTRACT TOTAL		\$147,813.29
	FY19/20	3% CCI	\$7,998.16	\$274,603.36			
	FY20/21	3% CCI	\$8,238.10	\$282,841.46			
	FY21/22	3% CCI	\$8,485.24	\$291,326.70			
	FY22/23	3% CCI	\$8,739.80	\$300,066.50			

NOTES

Assume 1 Emergency Response Callout/Month at \$425/hour (total of all labor and equipment) at 4 hours per event)

Assume Estimated Scheduled Work at \$5,000/month



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/28/2018

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 have ADDITIONAL INSURED provisions or 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 certification does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CA LIC 0B29370 Edgewood Partners Insurance Center (EPIC) [Concord - Branch ID 15469] P.O. Box 5668 Concord, CA 94524	1-925-798-3334	CONTACT NAME: Nicki Graham PHONE (A/C, No, Ext): (925) 822 9051 FAX (A/C, No): (925) 609 5514 E-MAIL ADDRESS: nicki.graham@epicbrokers.com
INSURED St. Francis Electric, LLC St. Francis Electric, Inc. PO Box 2057 San Leandro, CA 94577		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL UNION FIRE INS CO OF PITTS 19445 INSURER B: ALLIED WORLD ASSUR CO US INC 19489 INSURER C: TRAVELERS PROP CAS CO OF AMER 25674 INSURER D: ALLIED WORLD NATL ASSUR CO 10690 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 52435770

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	GL5342018	04/01/18	04/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CA4773676	04/01/18	04/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			03102673	04/01/18	04/01/19	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	X	WC022298334	04/01/18	04/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution			03092664	04/01/18	04/01/19	Aggregate Limit 5,000,000
C	Contractor's Equipment			QT6603H568879TIL18	04/01/18	04/01/19	Rented/Leased 400,000
C	Contractor's Equipment			QT6603H568879TIL18	04/01/18	04/01/19	Scheduled Limit 3,208,660

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

Re: SFE Job #17-728.

Additional Insured(s): City of Alameda, its City Council, boards, commissions, officers, employees and volunteers.

CITY OF ALAMEDA
Risk Management

CERTIFICATE HOLDER

Date

1-10-19

Lucretia Akil, City Risk Manager

City of Alameda
Public Works Department

950 West Mall SAq

Alameda, CA 94501

USA

CANCELLATION

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

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CITY OF ALABAMA
Risk Management

10/1/11
Lucetta Aki, City Risk Manager

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
03/28/2018

NAME OF INSURED: St. Francis Electric, LLC
St. Francis Electric, Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Continued...

When required by written contract, additional insured status with primary coverage applies to General Liability and Automobile Liability and waiver of subrogation applies to General Liability, Automobile Liability all per attached endorsements.

When required by written contract, waiver of subrogation applies to Workers' Compensation per the attached endorsements.

When required by written contract, additional insured status applies with respects to lessors of leased equipments per attached endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.


This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CITY OF ALAMEDA
Risk Management

 Date 1-10-19
Lucretia Akil, City Risk Manager

doi:10.1017/S0022292412001609

CITY OF ALABAMA
Risk Management

[illegible]

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 Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury"

or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations. ☐

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): ANY PREMISES OR PART THEREOF LEASED TO YOU.
Name Of Person(s) Or Organization(s) (Additional Insured): ANY PERSON OR ORGANIZATION FROM WHOM YOU LEASE PREMISES OR WHO MANAGES PREMISES YOU OWN AND TO WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED UNDER THIS POLICY AS A RESULT OF ANY LEASE OR MANAGEMENT AGREEMENT YOU ENTER INTO WITH SUCH PARTIES.
Additional Premium: \$ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

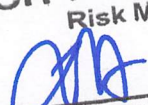
B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CITY OF ALAMEDA
Risk Management

Date 1-10-19
Lucretia Akil, City Risk Manager

TO: THE CITY OF ALBUQUERQUE

FROM: [Name]

SUBJECT: [Subject]

[Faint, illegible text block]

[Faint, illegible text block]

[Faint, illegible text block]

CITY OF ALBUQUERQUE
Risk Management
Date: 1/17/17
Lucille Aki, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - LESSOR OF LEASED
EQUIPMENT - AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an

additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.


C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CITY OF ALAMEDA
Risk Management

Date 1-10-19
Lucretia Akil, City Risk Manager

MEMORANDUM FOR THE RECORD

SUBJECT: [Illegible]

DATE: [Illegible]

[Illegible body text]

CITY OF ALABAMA
Risk Management
Date: 1-10-11
Lucinda Aki, City Risk Manager

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE


Name Of Person Or Organization:

Pursuant to applicable written contract or agreement you enter into.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

CITY OF ALAMEDA
Risk Management

Date 1-10-19
Lucretia Akil, City Risk Manager

REPORT OF THE CITY OF ALABAMA
FOR THE YEAR 1900

The following is a summary of the financial statement of the City of Alabama for the year 1900. The statement shows a total revenue of \$1,000,000.00, which was used to pay the principal and interest on the city's debt, and to provide for the city's general expenses. The statement also shows a surplus of \$100,000.00, which was used to create a reserve fund for the city's future needs.

The following is a summary of the financial statement of the City of Alabama for the year 1900. The statement shows a total revenue of \$1,000,000.00, which was used to pay the principal and interest on the city's debt, and to provide for the city's general expenses. The statement also shows a surplus of \$100,000.00, which was used to create a reserve fund for the city's future needs.

CITY OF ALABAMA
City Manager
L. H. H. H.
L. H. H. H.
L. H. H. H.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART


The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

CITY OF ALAMEDA
Risk Management

Date 1-10-19
Lucretia Akil, City Risk Manager

MEMORANDUM FOR THE RECORD

SUBJECT: [Illegible]

DATE: [Illegible]

TO: [Illegible]

FROM: [Illegible]

[Illegible text block]

[Illegible text block]

CITY OF ALABAMA
Risk Management
11-17-11
[Signature]
Director, Risk Management

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2018 forms a part of

policy No. GL 534 20 18 issued to St. Francis Electric, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF LIMITS OF INSURANCE
(Per Project or Per Location Aggregate Limit)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only *one* of the following:

<input type="checkbox"/> Per Project General Aggregate Limit	\$
<input type="checkbox"/> Per Location General Aggregate Limit	\$
<input checked="" type="checkbox"/> Per Project and Per Location General Aggregate Limit	\$ 2,000,000

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. SECTION III - LIMITS OF INSURANCE , is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
8. Subject to 2., 4., 5., 6., and/or 7. above, the Per Project Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical Expenses under Coverage C

arising out of any single Project described above.

9. Subject to 2., 4., 5., 6., and/or 7. above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical expenses under Coverage C

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	\$ 10,000,000
Each Occurrence Limit	\$ 1,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Damage to Premises Rented to You	\$ 500,000
Medical Expense Limit	\$ 25,000
Per Project General Aggregate Limit, Per Location General Aggregate Limit or Per Project and Per Location General Aggregate Limit	\$ 2,000,000

- IV. SECTION V - DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2018 forms a part of
policy No. CA 477-36-76 issued to St. Francis Electric, LLC
by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

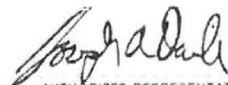
**ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY
BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE
EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF
THE USE OF A COVERED AUTO.**


I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

87950 (10/05)


AUTHORIZED REPRESENTATIVE

CITY OF ALAMEDA
Risk Management

Date 1-10-19
Lucretia Akil, City Risk Manager

ENDORSEMENT

This endorsement, effective 12:01 A.M. **04/01/2018** forms a part of

policy No. **CA4773676** issued to **St. Francis Electric, LLC**

by **National Union Fire Insurance Co. of Pittsburgh, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:


BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

CITY OF ALAMEDA
Risk Management

Date **1-10-18**
Lucretia Akil, City Risk Manager

ENDORSEMENT

This endorsement, effective 12:01A.M. 04/01/2018 forms a part of

policy No. CA4773676 issued to St. Francis Electric, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

✓ **INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED**


This endorsement modifies insurance provided under the following:

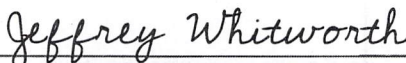
✓ **BUSINESS AUTO COVERAGE FORM**

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

CITY OF ALAMEDA
Risk Management

Date 1-10-19
Lucretia Akil, City Risk Manager


Authorized Representative or
Countersignature (in States Where
Applicable)

CITY OF ALABAMA
Risk Management
1/1/11
LUCASIA ANN CIVIL RIGHTS MANAGER

ENDORSEMENT

WC

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM **04/01/2018** forms a part of Policy No. **WC 022-29-8334**


Issued to **St. Francis Electric, LLC**

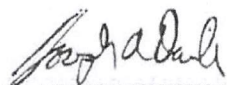
By **National Union Fire Insurance Company of Pittsburgh, PA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2% of the total estimated workers compensation premium for this policy.

WC 04 03 61 (11/90)

CITY OF ALAMEDA
Risk Management
 Date 1-10-19
Lucretia Akil, City Risk Manager


AUTHORIZED REPRESENTATIVE

The existing restroom building near the approach to the boat ramp has not been in use for many years due to disrepair. According to the City, its Public Works Department will repair the pump system to the restroom, once the grant is approved. The City currently has two portable restrooms placed a few feet away from the restroom building as a temporary replacement until a new restroom is constructed.

PROJECT DESCRIPTION

The proposed grant would provide funding for the construction to rehabilitate the Encinal Boat Launching Facility at San Francisco Bay.

Proposed DBW Scope

If approved, this grant would contribute up to \$1,450,000 to construct the following scope items:

Boat Launch Ramp – Replace the deteriorated two-lane concrete V-grooved boat launch ramp with a new two-lane precast concrete V-grooved boat ramp.

Riprap – Install Class V riprap over geotextile fabric on the sides and the toe of the ramp.

Pile-Guided Boarding Floats and Low Freeboard Boarding Floats – Demolish the existing dilapidated pile-guided boarding floats and install a new 50' long gangway, with concrete piles, and 8' wide by 40' long boarding floats on the east side of the boat ramp. Install new concrete piles with a new 8' wide by 80' long low-freeboard boarding float on the west side of the boat ramp supported by new concrete guide piles for non-motorized vessels.

Staging Area – Install a concrete staging area for non-motorized boaters.

Parking Area – Overlay and stripe the BLF's 37 vehicle-trailer spaces in the parking area and add one ADA parking stall adjacent to the restroom. The single-vehicle spaces servicing the Bay Trail on the west side of the facility are not included in the proposed improvements.

Restroom – Demolish the existing non-working restrooms and install a new two-unit flush restroom facility.

Security Lighting – Add lighting at the top of the boat ramp and near the new restroom.

Accessible Path of Travel – Provide an accessible path of travel between BLF components.

Fish Cleaning Station and Outdoor Shower Installation – Install City-furnished fish cleaning station and outdoor shower.

Project Signage - A new concrete project credit sign would be installed at the facility giving credit to the Harbors and Watercraft Revolving Fund for funding the project and City for operation and maintenance of the facility.

Engineering - Funds are allotted in engineering for possible permitting agency requirements of design updates.

Cost Estimate

The estimated project cost to complete construction is \$1,450,000 (see Table 1: Encinal BLF Project Cost Estimate) for expected costs. This construction project would be mostly funded through this proposed DBW grant.

Table 1: Encinal BLF Project Cost Estimate	
CONSTRUCTION SCOPE	COST ESTIMATE
Mobilization	\$ 125,000
Demolition	64,500
Boat Launch Ramp	214,000
Riprap	6,600
Pile-guided Boarding Floats	250,000
Staging Area	5,000
Parking Area	245,000
Restroom	106,600
Security Lighting	13,685
Accessible Path of Travel	68,000
Fish Cleaning Station Installation	10,000
Project Signage	7,000
Construction Subtotal	\$ 1,115,385
NON-CONSTRUCTION COSTS	
Escalation 12.5%	\$ 139,423
Contingency 10%	111,538
Engineering 2.5%	27,885
Inspection 5%	55,769
Non-Construction Subtotal	\$ 334,615
TOTAL ESTIMATED PROJECT COST	\$ 1,450,000
Source = Moffatt & Nichol's Cost Estimate dated 10/2/2017	
*Percentages are of the Construction Subtotal	
*2.5% per year for 5 years = 12.5% escalation	

Project Status

The proposed project site plan completed to the 90% level is attached (see Exhibit A) on page 8. The proposed project site plan is subject to minor changes based on available funding, requirements of the site, and permitting agencies.

Timeline

The City estimates that project construction would be completed approximately two years from execution of the proposed construction grant agreement.

Engineering Feasibility

There are no particularly difficult or unusual problems associated with the proposed project.

Environmental Impact and Permits

The City has completed a Categorical Exemption pursuant to the provisions of CEQA. Permits have been issued from the United States Army Corps of Engineers and California Regional Water Quality Control Board. The City is expecting approvals from the San Francisco Bay Conservation Development Commission and the City of Alameda Building Permits.

PROJECT METRICS

Annual Launches

Current. According to the City of Alameda's grant application, the annual number of motorized boat launches at the existing facility is 2,380. The number of non-motorized boat launches is 1,394.

Future. The City estimates that the annual number of motorized boat launches at the improved facility will have an increase of 23.5%, to 2,938 launches per year, with the number of non-

motorized launches to increase substantially by 120% to 3,070 launches per year. For the purposes of this analysis, staff assumes a more modest 20 percent increase for motorized and non-motorized launches, to 4,529 launches per year (2,856 motorized and 1,673 non-motorized).

Annual User Days

Current. Based on the California Boating Needs Assessment study published in 2002, the area average for numbers of users per boat (motorized) at the San Francisco Bay is 2.95. Therefore, the current estimated annual number of user days is 7,021 motorized and 1,394 non-motorized for a combined 8,415 (annual launches * user per boat).

Future. DBW estimates that the annual user days for this facility will increase by 20 percent for motorized to 8,425 and increase by 20 percent for non-motorized to 1,673 for a combined 10,098 annual user days.

User Day Value

Current. The 2002 Boating Needs Assessment Study estimated a base user day value. This value, adjusted for CPI is \$25.55 per user. The total current annual user day value for this facility is \$215,003 (user day value * annual user days).

Future. DBW estimates that the total annual user day value for the proposed facility will increase after the facility is improved to \$258,004 (user day value * projected annual user days).

Benefit-Cost Ratio

A common method in the analysis of investments is to establish net present value of the benefits and costs associated with a project. If the Benefit-Cost ratio exceeds "1" then the investment, weighed against available investment alternatives, is worthy of consideration from a financial perspective. The results of this analysis are as follows:

Benefit. The total benefits over the 20-year life of the project are estimated to be \$3,003,930.

Cost. Net costs over the 20 year grant period are estimated to be \$1,757,110.

Ratio. Assuming a total project cost of \$1,750,000 to complete designs, acquire permits, and complete construction, the Benefit-Cost Ratio is 1.71.

User Fees

ARPD does not currently charge fees for usage of the site. After the project is complete, the City may consider adding a fee collection mechanism to generate revenue to assist with funding maintenance costs for this facility.

CONCLUSION

The Department's analysis indicates that this project, as proposed, makes needed improvements, is feasible from an engineering perspective, is cost effective, and improves public access.

COMMISSION ADVICE AND COMMENT

The Department of Parks and Recreation, Division of Boating and Waterways seeks Commission Advice and Comment on the proposed \$1,450,000 Harbors and Watercraft Revolving Fund construction grant to the City of Alameda's Recreation and Park Department for the proposed improvements to Encinal BLF as described in this November 15, 2018 Feasibility Report.



GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)