

REQUEST FOR PROPOSALS

RECYCLING RECEPTACLES FOR
BUSINESS DISTRICTS AND
FERRY TERMINALS

CITY OF ALAMEDA

January 15, 2015

Important Dates:

Proposal Due Date:	Thursday, February 12, 2015 by 2:00 p.m.
Award of Agreement:	Thursday, February 19, 2015
Projected Start Date:	Monday, March 2, 2015

Contact:

Kerry Parker
City of Alameda
Public Works Department
950 W. Mall Square, Room 110
Alameda, CA 94501
kparker@alamedaca.gov
Phone: (510) 747-7959
Fax: (510) 769-6030

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Scope of Work/Statement of Proposal
Standard Agreement

I. INTRODUCTION

The City of Alameda ("City") is requesting proposals from qualified container manufacturers or vendors to provide twenty-four (24) durable Recycling and Composting Containers to be placed in shopping districts and ferry terminals in the City of Alameda.

A. Background:

The City of Alameda is a charter city with a population of over 75,000.

B. Purpose of the Request:

The City desires to obtain the services of qualified manufacturers or vendors of recycling receptacles that will be placed in business districts and ferry terminals in the City of Alameda.

II. SCOPE OF WORK

Attached as Exhibit A is a list of specific container attributes that must be applied to the containers requested. Bidders are asked to design the container, include the container attributes, and describe the methodology to achieve the product presented in this RFP. If you have any questions, please contact:

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Public Works Department
950 W. Mall Square, Room 110
Alameda, CA 94501
kparker@alamedaca.gov
Phone: (510) 747-7959
Fax: (510) 769-6030

III. PROPOSAL FORMAT

All Proposals shall include the following minimum information:

A. Proposed Project Schedule.

The Proposal shall include a schedule to manufacture and ship the receptacles. The project is anticipated to start in February, 2015 and be completed by June 30, 2015.

The City, through its Public Works Director, shall have the authority to suspend the production wholly or in part for such period as he/she may deem necessary due to conditions

as are considered unfavorable for the suitable prosecution of the work, or for such time as he/she may deem necessary, due to the failure on part of the Bidder to carry out orders given, or to perform any of the provisions of the requested receptacles. The Bidder shall immediately obey such orders of the City and shall not resume the work until ordered in writing by the City's Public Works Director.

IV. SELECTION PROCESS

A. Proposals.

All complete proposals received by the due date will be evaluated by the City. Only proposals which are complete and timely received in response to this RFP will be evaluated.

B. Selection Criteria.

The City will select the most qualified bidder whose proposal best meets the needs of the City based. A sample agreement is attached. The City reserves the right to reject all proposals.

C. Proposed Selection and Project Schedule.

Request for Proposal Released: January 15, 2015
RFP Due Date: **February 12, 2015 by 2:00 p.m.**
Review by City: February 13-16, 2015
Contract for Signature: Last week of February, 2015
Project Completion: June 30, 2015

V. PROPOSAL DUE DATE AND DELIVERY

One sealed Statement of Proposal, Exhibit A, including any Addendums, clearly marked with the project name, should be submitted no later than:

2:00 p.m. on February 12, 2015

to the address below. All proposals timely received by that time will be date and time stamped. Proposals will not be accepted after this time. Proposals should be addressed to:

City of Alameda
Public Works Department
950 W. Mall Square, Room 110
Alameda, CA 94501

FAXed or Emailed proposals will not be accepted. Hand carried Proposals will be accepted at the above address.

VI. CONDITIONS OF REQUEST

A. General Conditions.

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

Any amendment, modification or deletion to this Request for Proposals will be made by written addendum.

B. City Not Liability For Bid Costs and Bidder Responsibility.

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

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

C. Standard Contractor Agreement.

A sample contractor agreement has been provided in the Appendix for the bidder's review and comment. If a bidder wishes to take exception to any of the terms and conditions contained in the contractor agreement, these should be identified specifically and with the Proposal; otherwise it will be assumed that the bidder is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a bidder. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFP, and the successful bidder will be responsible for compliance. The City will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the proposal. The contractor agreement will not be executed by the City without first being signed by the bidder.

D. Permits and Licenses.

Bidder, and all of bidder's subcontractors, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services hereunder.

E. Bidder's Representative.

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

F. Award of Contract

The award of contract, if it be awarded, will be to the responsible bidder who submits the lowest and best Proposal and whose Proposal best complies with all requirements described herein. The award, if made, will be made within ten days after the opening of the bids.

ATTACHMENTS:

Scope of Work/Proposal

Contractor Agreement

SCOPE OF WORK/REQUEST FOR PROPOSALS

Container Specifics

- Container must have two compartments for two separate waste streams:
 - one side to hold recyclables,
 - one side to hold compost/organics
- Container must have two restrictive opening plates, indicating different discards appropriate within, and must have a graphic panel adjacent to opening for labeling bin
- Container should be aesthetically complimentary to business district
- Container must be manufactured primarily from durable post-consumer recycled materials (minimum 51% PCW)
- Container construction must ensure strength and durability for extended use outdoors
- Container must have a sloping angled top surface to assist runoff of rain as well as to prevent buildup of debris
- All hardware must be stainless steel to prevent rust.
- Must be lockable (especially compartment for recycling), lock must be durable, and lock must be easily replaceable
- Must include built-in liner guides to ensure liner is aligned under restrictive openings after servicing
- Container must have interior dividers between restrictive openings to ensure that discards cannot enter inappropriate waste streams

Rigid Liner

- Container is to include two rigid liners which hold separate waste streams
- Liners to be manufactured using minimum 30% recycled content.

Container Graphics:

- Integrated graphic panel near restrictive openings
- All graphic panels must be designed for easy replacement should program requirements change
- All graphics must be fully customizable with lifelike images of actual waste items in conjunction with text and color-coding (Blue = Recycle; Green = Compost)
- All graphics to be approved by City before production

SUBMISSION FORMS:

I/We, hereby, submit the Proposal and will comply with all terms, conditions, specifications and drawings (when provided) as set out within the City's Proposal.

I/We, hereby, have received, allowed for and included as part of our submission all issued Addendum numbered _____.

This form must be completed, properly signed and received on or before the date and time specified or your Proposal will not be considered. Proposal prices shall remain in effect for a period of ninety (90) days from the Proposal due date.

The City of Alameda reserves the right to reject any or all Proposals or to accept any Proposal, should it deem such action to be in its interests.

By signing and submitting this FORM, you are agreeing to the release of your Proposal information, as deemed necessary by the City, in order to conduct business associated with this Proposal or project.

COMPANY INFORMATION	
Company Name:	
Name of authorized Signing Officer	Title:
Signature:	Date:
Contact Name:	Title:
Address:	
Telephone #:	Fax #:
Email:	Web Site:
TAX ID #	

PROPOSAL PRICING

Qty	DESCRIPTION	Manufacturer name and model no. offered	Price each, No tax
1	Supply of a single Outdoor Waste and Recycling Container with two (2) deposit slots		\$

Delivery to the City of Alameda, CA.

OPTIONAL PRICING

DESCRIPTION	Price each, taxes added
Supply and delivery of a double Outdoor Waste and Recycling Containers with single front deposit per container to Alameda, CA	\$

WARRANTY	Specify
Please confirm minimum five (5) year warranty	

DISCOUNT	Discount	Days
Discount allowed for prompt payment and period within which invoice must be paid to qualify.	%	

Name of Firm:	
Signature of Signing Officer(s)	

APPENDIX A - REFERENCE FORM

Provide the names of three (3) client reference, noting contact person and telephone number for each that illustrate your company/organization's ability to supply and deliver the goods and/or services required by the City of Alameda that are subject to this RFQ.

Contact Name	Company name	Contact Telephone	Brief Description of goods/services provided	Value of Contract

By submitting this information, I/We hereby authorize the City of Alameda for this RFQ to contact the above listed individuals and companies to verify the information contained in my/our Proposal and to ask whatever questions the City of Alameda deems necessary to determine my/our suitability as a Bidder. The information obtained in these additional reference checks will be included in the evaluation of the RFQ submission

SUBMISSION LABEL

This address label should be printed and affixed to the front of your sealed tender, Proposal and proposal envelope/package submission. City of Alameda will not be held responsible for envelopes and packages that are not properly labelled or submitted to an address other than the one listed on this label.

Vendor Name:

RFQ - RECYCLING RECEPTACLES FOR BUSINESS
DISTRICTS AND FERRY TERMINALS
Closing: February 12, 2015, 2:00 p.m. local time

To Be Returned To

Kerry Parker
City of Alameda
Public Works Department
950 W. Mall Square, Room 110
Alameda, CA 94501

NOTICE OF NO BID

INSTRUCTIONS:

It is important to the City of Alameda to receive a reply from all invited bidders. If you are unable, or do not wish to submit a bid, please complete the following portions of this form. State your reason for not bidding by checking the applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Request for Proposal/Proposal/Tender documents or forms. Please just return this completed form by fax or by mail prior to the official closing date. Fax Number: (510) 769-6030.

A Proposal/Proposal/Tender is not submitted for the following reason(s):			
<input type="checkbox"/>	Project/quantity too large.	<input type="checkbox"/>	Project/quantity too small.
<input type="checkbox"/>	We do not offer services or commodities to these requirements	<input type="checkbox"/>	Cannot meet delivery or completion requirement
<input type="checkbox"/>	We do not offer this service or commodity.	<input type="checkbox"/>	Agreements with other company do not permit us to sell directly.
<input type="checkbox"/>	Cannot handle due to present commitments.	<input type="checkbox"/>	Licensing restrictions
<input type="checkbox"/>	Unable to bid competitively.	<input type="checkbox"/>	We do not wish to bid on this service or commodity in the future.
<input type="checkbox"/>	Insufficient information to prepare quote/proposal/tender	<input type="checkbox"/>	Specifications are not sufficiently defined
<input type="checkbox"/>	We are unable to meet bonding or insurance requirements.	<input type="checkbox"/>	

<u>Other reasons or additional comments (please explain):</u>

Company Name:	
Address	
Contact Person:	
Signature of Company Representative:	
Date:	
Phone Number:	
Email address:	
Fax Number:	

Service Provider Agreement

THIS AGREEMENT, entered into this _____ day of _____, 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and COMPANY, a (Corporation, partnership, sole proprietor, individual), whose address is ADDRESS, hereinafter referred to as 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. On January 15, 2015, the City of Alameda Public Works Department sent out Request for Proposals to qualified manufacturers to provide the City with twenty-four (24) Durable Recycling and Composting Containers to be placed in the popular areas of the City. We received _____ bids and chose 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 Provider desire to enter into an agreement for twenty-four (24) Durable Recycling and Composting Containers (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 _____ day of _____ 2015, and shall terminate on the _____ day of _____ 2015, unless terminated earlier as set forth herein.
- 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:**

Provider shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in 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 CalRecycle Grant.

Payment will be made by the City in the following manner: During the first week of each month, Provider shall submit a written estimate of the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule in Exhibit A unless mutually agreed upon in writing. Extra work must be approved in writing by the City prior to performance and shall be paid on a Time and Material basis using Exhibit A schedule.

Total compensation for work is \$_____.

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

Provider and City agree that time is of the essence regarding the performance of this Agreement. The Provider shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the City, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subProviders due to such causes; provided that the Provider shall, within one day from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. **STANDARD OF CARE:**

Provider 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:**

Provider hereby declares that he is engaged as an independent business and he agrees to perform his services as an independent contractor and not as an agent of the City. City and Provider intend that the relationship between them created by this Agreement is that of employer-independent Provider. The manner and means of conducting the work 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 fees due 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 that harassment and discrimination are unacceptable employer/employee 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:**

Provider 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 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.

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Provider 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 Provider's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, "Attention: Risk Manager." 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

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 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. PROHIBITION AGAINST TRANSFERS:

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 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 Provider 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 Provider.

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.

12. 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 services hereunder.

13. REPORTS:

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Provider 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 Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval by City.

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

14. **RECORDS:**

Provider 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.

Provider 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. Provider 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 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 Provider shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

15. **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 Provider to City shall be addressed to City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Attention: Kerry Parker, Program Specialist
Ph: (510) 747-7959 / Fax: (510) 769-6030

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

16. **LAWS TO BE OBSERVED.**

The Provider 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.

17. **SAFETY:**

The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including safety of all persons and property during performance of the services under this AGREEMENT. This requirement will apply continuously and not be limited to normal working hours. Safety provisions will conform to 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 requirement 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.

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.

18. **TERMINATION:**

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 a period of 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 terminate the Agreement forthwith by giving to the Provider 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 Provider 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.

19. **COMPLIANCES:**

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

20. **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.

21. **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 Provider.

22. **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.

COMPANY
A California Corporation

CITY OF ALAMEDA
A Municipal Corporation

NAME
TITLE

John A. Russo
City Manager

NAME
TITLE

RECOMMENDED FOR APPROVAL

Robert G. Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney

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 PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

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

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

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

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

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

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

SAMPLE

Name of Person or Organization:
 City of Alameda
 Public Works Department
 950 West Mall Square, Room 110
 Alameda, CA 94501-7558

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

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

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