

**NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
CHRISP COMPANY**

THIS AGREEMENT for non-professional services is made by and between the City of San Leandro ("City") and Chrisp Company ("Contractor") (together referred to as the "Parties") as of June 15, 2012 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 1, 2012, the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the industry in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Contractor's obligations hereunder.
- 1.5 **Reserved**
- 1.6 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Contractor's attention is directed to the City's Municipal Code, Title 1, Article 6, Chapter 6. Contractor must submit completed self-certification form and comply with the LWO, if covered.

**Section 2. COMPENSATION.** City hereby agrees to pay Contractor a sum not to exceed \$62,780, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the

Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Reserved.**

- 2.4 **Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Reserved**

- 2.6 **Reimbursable Expenses.** Reimbursable expenses shall not exceed \$ . Expenses not previously approved by the City are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

- 2.7 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

- 2.8 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

- 2.9 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City may, in its discretion, provide Contractor facilities and equipment that may be necessary, but only after City is satisfied that Contractor and its individual employees are trained to use such facilities or equipment safely and properly.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Contractor shall maintain the insurance policies required by this section throughout the term of

this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000.00 per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000.00 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. If no owned or non-owned automobiles will be used under this Agreement, Contractor shall provide a statement that provides under penalty of perjury that no owned or non-owned automobiles will be used in the performance of this Agreement.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an occurrence basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor
- c. For any claims related to this Agreement or the work hereunder, the Contractor's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

#### 4.3 **Reserved**

#### 4.4 **All Policies Requirements.**

4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all policies delivered to Contractor by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**4.4.4 Reserved**

**4.4.5 Waiver of Subrogation.** Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Contractor, its employees, agents, and subcontractors.

**4.4.6 Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.5 Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.**

Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the

Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## **Section 6. STATUS OF CONTRACTOR.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a



written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Reserved;

8.6.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or

8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver

those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**9.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

**9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

## **Section 10 MISCELLANEOUS PROVISIONS.**

**10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

**10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Reserved.**

10.7 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by Ron May and Don Brockman ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Contractor shall be sent to:  
Kim Overen, Contract Administrator  
Chrisp Company  
43650 Osgood Rd  
Fremont, CA 94538

Any written notice to City shall be sent to:  
Steve Lombardi  
City of San Leandro – Public Works  
14200 Chapman Rd  
San Leandro, CA 94578

10.11 Reserved

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10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A          Scope of Services

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF SAN LEANDRO

CONTRACTOR

\_\_\_\_\_  
Chris Zapata, City Manager

\_\_\_\_\_  
Vice President, Chrisp Comany

Attest:

\_\_\_\_\_  
Marian Handa, City Clerk

Approved as to Fiscal Authority

\_\_\_\_\_  
David Baum, Finance Director

\_\_\_\_\_  
Account Number

Approved as to Form:

\_\_\_\_\_  
Jayne Williams, City Attorney

1234123.1

EXHIBIT A

SCOPE OF SERVICES

## **EXHIBIT A**

### **Citywide Street Re-Striping**

Bid No. 11-12.007

### **Scope of Work**

This project consists of furnishing all labor, materials, equipment, and supervision to perform the following:

#### **Work:**

Refresh existing striping on the attached list of City Streets\*. The work for which this proposal is submitted is for construction in accordance with the Standard Specifications of Public Works Construction, 2006 edition and 2008 supplement hereto, adopted by the American Public Works Association, Southern California Chapter, and Sections 82, 84, 84 and 86 of the May 2006 edition of the California Department of Transportation (CALTRANS) Standard Specifications and the Special Provisions (Technical Specifications) and Standard Plans hereto adopted by the City Engineer (available at <http://www.sanleandro.org/depts/transit/stdplan/default.asp> ).

\*All work to be paint striping only. Installation or replacement of delineators is not included in te scope of work

#### **Striping:**

- Double Yellow (with painted black center)
  - Broken Yellow
  - White
- All as indicated on the Street Schedules

#### **Paint:**

- Paint specifications for quick drying yellow, black and white are attached

#### **Notes:**

This is a prevailing wage rate job

A California Contractor's license C-32 is required to do this work

Striping hours are Sunday through Thursday from 10:00 p.m. to 5:00 a.m.

Contractor must begin work within thirty (30) days after receiving the Notice to Proceed.

Contractor must give two (2)-weeks notice prior to striping.

Contractor is responsible for all traffic control related to the job. Traffic control must be used to prevent traffic from driving on new paint. Contractor is responsible for clean-up of paint tracked by

vehicles, pedestrians, bicycles, or other source and for re-striping these damaged areas after each occurrence.

The City will have a representative working at night to serve as the inspector/quality control person and liaison to the crew foreman



**Attachment 1 - Selected Pavement Markings in Zone 2011 Page 15**

Street Name	Other	Yellow Xwalk	Yellow Ladder	Detail 1	Detail 2	Detail 8	Detail 9	Detail 21	Detail 22	Detail 27	Detail 27B	Detail 27C	Detail 32	Detail 38	Detail 38A	Detail 38B	Detail 39	Detail 39A	Total by Street
ABRAM CT									569										569
ADAMS AVE				881					1096		3401	228		66			3401	205	9278
AILEEN ST									50										50
ALADDIN AVE		133			465				1284	466				576			2577	196	5697
ALVARADO ST									644	636	139		3359	702	90		683		6253
AURORA DR		681			804				304										1789
BURROUGHS AVE									53										53
CARDEN ST									931							90			1021
CASTRO ST		140																	140
CATALINA ST									176										176
DABNER ST									46										46
DAVIS ST							181		547	618	104			442					1,892
DOOLITTLE DR							839		4,504	1,250			651	1,060	42	87			8,433
DOUGLAS DR					570				108					76					754
DRIFTWOOD WAY									50										50
EVELETH AVE									90										90
FAIRWAY DR		282			1,253				1,576		885	105		662			7,671	617	13,051
FARALLON DR									1,882	794			2,793	407	85	128		203	6,292
FREDERICK RD									105										105
GARDNER BLVD		87							102										189
GRIFFITH ST									390					207					597
HUTCHINGS DR								23											23
JOYCE AVE		84																	84
LEONARD DR		88		722				65	614										1,489
LINTON ST									125										125
MARACAIBO RD									98										98
MARINA BLVD		99	128	860	678		3,636	188	3,391	817	74		838	2,270					12,979
MARTIN BLVD									52										52
MERCED ST							1,095		2,303	624	90			1,219	237	107			5,675
MILLER ST									153										153
MONARCH BAY DR									1,829	1,154			147					70	3,200
MONTAGUE AVE									236										236
MULFORD POINT DR									2,049	157				814			70		3,090
NICHOLSON ST									141										141
PACIFIC AVE								116	94										210
PESCADOR POINT DR									52										52
PIKE AVE									59		56								115
POLVOROSA AVE					1,319				272										1,591

**Attachment 1 - Selected Pavement Markings in Zone 2011, Page 16**

[illegible]

**Attachment 1 - Selected Pavement Markings in Zone 2012 Page 17**

Street Name	Other	Yellow Xwalk	Yellow Ladder	Detail 1	Detail 2	Detail 8	Detail 9	Detail 21	Detail 22	Detail 27	Detail 27B	Detail 27C	Detail 32	Detail 38	Detail 38A	Detail 38B	Detail 39	Detail 39A	Total by Street
ALVARADO ST					1,498	129	61		1,150	29			1,378	906	59		2,716	84	8,010
APRICOT ST									19		163			19					201
ARBOR DR									54										54
BANCROFT AVE		748	313			48			3,074	958	5,572	1,814	2,469	1,120	61		5,367	1,824	23,368
BELLEVUE DR								99											99
BEST AVE					881				472										1,353
BLOSSOM WAY		113							471	214									798
BREED AVE		161						51	219					157	117				705
BROADMOOR BLVD					1,413				1,322		4,346	649					4,502	649	12,881
CALLAN AVE (1)	208	96							2,244					800	309				3,657
CARPENTIER ST		218						109											327
CASTRO ST				820	717			986	320						38				2,881
CHERRYWOOD AVE								102	223										325
CHUMALIA ST									335										335
CLARKE ST		198						36	39										273
DOLORES AVE					1,547				255						76				1,878
DOWLING BLVD		167	68	674				636	104						114				1,763
DURANT AVE		56				145			227										428
DUTTON AVE		76	124						2,522										2,722
ESTABROOK ST		35		1,542				413							49				2,039
ESTUDILLO AVE		174			1,512			248	346		2,929	456		341			3,301	577	9,884
EUCLID CT		103																	103
GARCIA AVE									154										154
HAAS AVE				222	2,019			53	220										2,514
HARRISON ST				267															267
HAYS ST						123		2,650						259					3,032
HUDSON LN																	957	62	1,019
HUFF AVE									362							40			402
JEFFERSON ST									51										51
JOAQUIN AVE					1,864														1,864
JOAQUIN AVE									225										225
JUANA AVE					1,740				162										1,902
LAFAYETTE AVE									51										51
LEO AVE								106											106
MACARTHUR BLVD					364			58	162					60	40				684
MAPLE CT		82																	82
MAPLE CT								83											83
MARINA BLVD							689		610	157			297	613	157				2,523

**Attachment 1 - Selected Pavement Markings in Zone 2012, Page 18**

Street Name	Other	Yellow Xwalk	Yellow Ladder	Detail 1	Detail 2	Detail 8	Detail 9	Detail 21	Detail 22	Detail 27	Detail 27B	Detail 27C	Detail 32	Detail 38	Detail 38A	Detail 38B	Detail 39	Detail 39A	Total by Street
MARTINEZ ST				734				957											1,691
MCKINLEY CT		85																	85
ORCHARD AVE								105	306					67					478
PARK ST								27	739	527	2,339	321	1,128	54			2,133	1,165	8,433
PARROTT ST					922	480		275	752					20					2,449
PERALTA AVE								104	50										154
PERSHING DR								336											336
SAN LEANDRO BLVD (2)	254	185					5,434		3,046	952	126	118	456	4,611	111		5,857	1,969	23,119
SANTA ROSA ST				196				72											268
STOAKES AVE								104											104
SYBIL AVE		175			1,093				139										1,407
THORNTON ST								115	47									83	245
W BROADMOOR BLVD					1,653				271	55	294	22					94		2,389
W ESTUDILLO AVE		285		545				274											1,104
W JOAQUIN AVE				480				51	60										591
W JUANA AVE									1,531					49	48	128			1,756
WARREN AVE		74																	74
WASHINGTON AVE					1,396				1,638	175				233					3,442
WILLIAMS ST							73		2,436		484	182		482	217		1,832	103	5,809
Total by Type	462	3,031	505	5,480	18,619	925	6,257	8,050	26,408	3,067	16,253	3,562	5,728	9,791	1,396	168	26,759	6,516	142,977
(1) Callan Ave	Between Hyde and Harrison in front of rebuilt parking garage: 208' dashed 8" white line																		
(2) San Leandro Blvd	Southbound south of Marina Blvd: 254' dashed white line																		
Yellow Crosswalk	Refers to the two long 12" wide lines																		
Yellow Ladder	Refers to the many transverse 24" wide lines in a crosswalk																		

## **EXHIBIT B**

### **RAPID DRY, WATER-BORNE TRAFFIC PAINT SPECIFICATIONS**

#### **Black , Yellow and White**

##### **DESCRIPTION**

This covers an advance technology of water-borne, emulsion-based traffic paints which perform equal to the quality solvent-based paints. Applied at a normal marking paint film thickness of 10-15 mils, dry times can approach comparable to solvent-based paints. Applied to either asphaltic or Portland cement concrete pavements, durability is excellent and will not contribute to asphalt cracking, and can be applied hot or cold with conventional air or airless application equipment.

These products meet the State of California Department of Transportation Specification for Rapid Dry, Water-Borne Traffic Paint.

##### **CHARACTERISTICS**

	<b><u>Black</u></b>	<b><u>Yellow</u></b>	<b><u>White</u></b>
Viscosity @ 77°F±1°F (25±0.5°C), ASTM DT62, KU	80-90	80-90	80-90
Fineness of dispersion, ASTM D1210, Hegman	3.0 min	3.0 min	3.0 min
Dry to No-Pick-Up @ 77°F, without Beads, ASTM D711, minutes	10 max	10 max	10 max
Dry Through, minutes	20 max	20 max	20 max
Volatile Organic Compound, Grams/Liter of paint Excluding water and exempt solvents	150 max	150 max	150 max
Flash Point, ASTM D93, °F (°C)	100 min	100 min	100 min
Static Heat Shear Stability, 1 week @ 120°F (49±0.5°C), Viscosity, KU	68-90	68-90	68-90
Heat shear Stability, Viscosity, KU	68-95	68-95	68-95
Scrub Resistance, Cycles	800 min	800 min	800 min
Dry Opacity	0.90 min	0.90 min	0.90 min
Reflectance	85 min	43-55	87 min
Color, Fed'l Std. 559a	-----	#33538	#37925
Freeze-Thaw, ASTM D2243	Passes	Passes	Passes

For night reflectivity, these paints accept drop-on-beads at the rate of 4 to 6lbs per gallon of paint applied

##### **APPLICATION:**

Avoid striping with water-based paints over areas of heavy oil and grease deposits. Such areas should be prepared by sandblasting or using high pressure spray and detergent followed by a clear water rinse. Clean surfaces with excessive dirt and dust build up with water spray. Surfaces must be thoroughly dry prior to paint application. Concrete surfaces should be followed to dry 24 hours after a soaking rainfall or high pressure washing.

##### **COVERAGE:**

100-110 Square feet per gallon at 15 mils wet film thickness.

##### **PACKAGING:**

The paints are available in bulk containers capable of holding 250 and 345 gallons, 55-galons steel drums, 5-gallon pails.