



STAFF REPORT

Date: Tuesday, May 13, 2014
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, Public Works Director/City Engineer

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

SUBJECT: Award of Contract to Universal Building Services (UBS) for Street Sweeping Maintenance Services for the City of Oakley

Background and Analysis

The City of Oakley is responsible for the street sweeping maintenance of approximately 238 curb miles within the community. These curb miles include, but are not limited to; residential, arterial, collector, median curbs and City owned parking lots.

The City of Oakley takes pride in providing clean streets in their community. The City currently contracts with Universal Building Services (UBS) to provide this street sweeping maintenance service. They are responsible for sweeping every curb mile within the City, twice per month.

The City of Oakley has been happy with UBS, who has been sweeping Oakley's streets since before Incorporation. However, the professional duty of City staff is to review maintenance contracts on a regular basis to ensure that services provided are satisfactory and meet the City's expectations, contract terms, and service requirements, and that competitive pricing is being received.

To address this requirement, City staff put out a Request for Proposal for the Sweeping of Streets and Parking Lots within the City of Oakley. The scope of work for this maintenance service contract provides the City with an increased maintenance program that encompasses not only our residential, collector and arterial streets, but additionally our City owned parking lots.

In response to this Request for Proposal, the City received three (3) proposals from the following contractors:

Universal Building Services	Richmond, CA	\$148,824.00
Contract Sweeping Services	Milpitas, CA	\$149,184.00
CleanStreet	Gardena, CA	\$207,690.00

Staff reviewed the proposals in detail and determined that Universal Building Services (UBS) and Contract Sweeping Services were both responsive to the

City's Request for Proposal. Staff performed an extensive analysis of the proposals from both UBS and Contract Sweeping Services, and determined that the overall maintenance services that are proposed by Universal Building Services, along with their institutional knowledge of Oakley, makes them a superior fit for this new contract. In addition, references from municipalities that are currently using UBS indicate a very positive and competent service provider along with our own internal staff, who are also very positive and complimentary with the performance of UBS in Oakley.

Fiscal Impact

Approval of the resolution will authorize the City Manager to execute the Street Sweeping Maintenance Services Agreement with Universal Building Services in the amount of \$148,824.00 annually, for Fiscal Year 2014/15 and 2015/16. This contract will begin on July 1, 2014 for the beginning of the Fiscal Year.

Recommendation

Staff recommends that the City Council adopt the resolution approving the Street Sweeping Maintenance Services Agreement with Universal Building Services for a two year period and authorizing the City Manager to execute the agreement.

Attachments

1. Street Sweeping Maintenance Services Agreement
2. Proposal from Universal Building Services
3. Resolution

CONTRACTING SERVICES AGREEMENT BETWEEN THE CITY OF OAKLEY AND UNIVERSAL BUILDING SERVICES FOR STREET SWEEPING MAINTENANCE SERVICES

THIS AGREEMENT for contracted street sweeping maintenance services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and Universal Building Service (hereinafter referred to as "Contractor") as of July 1, 2014 (the "Effective Date").

Section 1. ATTACHMENTS. The attached exhibits are made a part of this Agreement. Exhibit "A" contains the prevailing wage requirements. Prevailing wages are required in the performance of this Contract as set forth in Exhibit "A". Exhibit "A" contains the Hours of Work provisions, Exhibit "B" contains the Scope of Services and Compensation Schedule, Exhibit "C" contains the Specific Insurance Requirements, and Exhibit "D" contains the Verification of Required Insurance. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services described in Exhibit "B" at the place(s) and in the manner specified therein.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **June 30, 2016**, and Contractor shall complete all the work described in Exhibit B prior to 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 provided for in Section 8. The City reserves the right to extend the contract an additional two years from the original completion date for a revised completion date of June 30, 2018.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards and specifications stated in the e and as observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. If conflict exists between standards and specifications the more strict of the two shall be adhered to.
- 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 1.1 above and to satisfy Contractor's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed **One Hundred Forty Eight Thousand Eight Hundred Twenty Four Dollars (\$148,824.00)** annually as described in Exhibit B, 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, 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, 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:

- Name of company and remittance address;
- Name and telephone number of contact for billing inquiries;
- The beginning and ending dates of the billing period (Date(s) of work performed);
- A Task Summary containing the original contract amount, the amount of prior billings with dates, and the total due this period.
- Itemized - City Maintenance Zone Number listed/line item by cost; City Maintenance Area Description listed/line item by cost. City Billing/Coding Number listed for each billed item.
- Attachment of approved proposals to monthly invoice if extra work (separate from regular maintenance work payment schedule) was performed.
- The Contractor's signature.

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 and in the exhibits to pay Contractor.

2.3 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.

- 2.4 **Extra Work / Non-Contractual Work.** Any work not specifically included in Exhibit B that is either required to be done for Contractor to do proper maintenance or is a recommendation by the Contractor, shall be submitted in writing to the City prior to start of work, and no work shall commence until signed approval is provided by the City to the Contractor for said work. All cost proposals shall be listed as a Time and Materials work with each line item listed for each material cost and labor costs, unless otherwise requested by the City.
- 2.5 **Payment of Taxes.** Contractor is solely responsible for the payment of employment and income taxes incurred under this Agreement and any similar federal or state taxes.
- 2.6 **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 in order to verify costs incurred to that date.
- 2.7 **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. Except as set forth herein, 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 shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while meeting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

- 3.1 **Recycling Requirements.** Contractor agrees to comply with all City recycling requirements, and as set forth in the Oakley Municipal Code, including, but not limited to:
- a. **Construction and Demolition.** Contractor must contact a customer service representative (CSR) at Oakley Disposal Service, Inc. to arrange for service for any and all construction and demolition work to be performed as part of this project unless Contractor has been approved by the City as a "self-hauler" as defined in Oakley Municipal Code §4.20.308. The CSR will ask if the drop box contains recycle material and will direct the Contractor to drop the construction and demolition debris, including dirt and cement, to a permitted processing facility. The Contractor must indicate on their order form, by checking the applicable box, that they need documentation to comply with the Oakley Municipal Code. This documentation must be provided to the City within ten (10) days of receipt of said documentation by Contractor.
- b. **Commercial Self-Haul.** Business self-haul materials are accepted at various Oakley Disposal Service, Inc. local facilities for recycling and include, but are not limited to, wood, inerts, metals, tires, greenwaste, plastics, cardboard, mattresses, foam padding, propane tanks, e-waste and

appliances. Contractor agrees to drop any and all business self-haul materials at a site designated on the website www.cccounty.us/depart/cd/recycle/.

c. Road Maintenance and Construction Projects. Contractor agrees to recycle greenwaste, asphalt, concrete and metal from any and all road maintenance and construction projects at Oakley Disposal Service, Inc. designated locations.

d. Office Recyclables. If Contractor has an office, temporary office, or trailer within the City of Oakley, Contractor agrees to recycle all paper, cardboard, bottles, cans, and toner cartridges at Oakley Disposal Service, Inc. designated locations.

e. Special Waste Materials. Contractor shall dispose of inert materials, including, but not limited to, concrete, asphalt and rubber, at Oakley Disposal Service, Inc. designated locations. Shingles and wood waste shall be diverted to the Recycling Center and Transfer Station (RCTS) located at 3700 Loveridge Road, Pittsburg, CA 94565. Scrap metal shall be dropped off at a large-scale scrap metal recycle facility operating within Contra Costa County which may be found at www.cccrecycle.org.

f. Universal Waste. Contractor shall dispose of batteries, mercury containing devices and lamps, and certain consumer electronics at a recycling center designated by Oakley Disposal Service, Inc.

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 as set forth in Exhibit C 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; as set forth in Exhibit C and under forms of insurance satisfactory in all respects to the City. Contractor shall maintain the insurance policies required by this section and as set forth in Exhibit C 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 thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached and incorporated herein as Exhibit D.

4.1 Notice of Reduction of Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

4.2 Variation. The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.3 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:

- 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 to the fullest extent allowed by law, with respect to all Services performed in connection with the Agreement, defend with Counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to negligence, recklessness, or willful misconduct of the Contractor ("Claims"). Contractor will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against the indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties on Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

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 Subparagraph 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 employee contributions and/or employee contributions for PERS benefits.

- 6.2 **Contractor No 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.
- 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 include, but not be limited to, the following:
- Immediately terminate the Agreement;
 - Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - Retain a different Contractor to complete the work not finished by Contractor; or
 - Charge Contractor the difference between the cost to complete the work 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 and its subcontractors shall establish and 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 three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time cards, invoices, receipts, vouchers, and other documents.

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 TEN THOUSAND DOLLARS (\$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 three (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.

10.1.1 Dispute Resolution. The Contract Administrator is empowered to issue orders and instructions to Contractor to effectuate the performance of the work and to ensure that the work complies with this Agreement. If Contractor receives a written direction or order from the Contract Administrator that the Contractor believes is inappropriate or not within the scope of work under this Agreement, the Contractor may appeal the Contract Administrator's order to the City Manager. Any such appeal must be filed within ten (10) business days after receipt of the contested order. The Contractor shall continue performing the work under the Agreement until the appeal is determined. In the event of any dispute between Contractor and the City, before either party may commence litigation to resolve such dispute, the matter shall be referred to nonbinding mediation. Each party shall bear its own costs and expenses for participation in the mediation, and each pay an equal share of the mediator's fees. In the event that the parties are unable among

themselves to appoint a mutually satisfactory mediator, the matter shall be submitted to the Walnut Creek office of JAMS*ENDISPUTE and a panelist shall be assigned by the administrator of that office.

- 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 Contra Costa 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 Use of Recycled Products.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 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 twelve (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 the City Engineer/Public Works Director ("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:
Universal Building Services
Attn: Dario DeVincenzi, Operations Manager
3120 Pierce Street
Richmond, CA 94804
- Any written notice to City shall be sent to:
City of Oakley
Attn: Kevin Rohani, City Engineer/Public Works Director
3231 Main Street
Oakley, CA 94561
- 10.11 Integration.** This Agreement, including the Scope of Work, Compensation Schedule, Insurance requirements, and Verification of Required Insurance attached hereto and incorporated herein as Exhibits A, B, C, and D, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.12 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.
- 10.13 Authorized Signature.** Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and the party will be bound by such signature.

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

CITY OF OAKLEY

Bryan Montgomery, City Manager

Attest:

Libby Vreonis, City Clerk

CONTRACTOR



Dario DeVincenzi, Operations Manager

Approved as to Form:

Derek Cole, City Attorney

EXHIBIT A

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the services shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for All hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services are to be performed for each craft or type of work needed to be published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services shall pay no less than these rates to all persons engaged in performance of the services.
- B. In accordance with Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services shall comply with Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services that the Contractor or any subcontractor pays less than the specified prevailing wage or such other amount as may be designated in that section from time to time. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services is not paid the general prevailing

per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services.
 4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.
- The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.
- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services to employ for the services any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum

wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

EXHIBIT B

SCOPE OF SERVICES AND COMPENSATION SCHEDULE

EXHIBIT C

SPECIFIC INSURANCE REQUIREMENTS

MAINTENANCE CONTRACTS

Contractor shall procure and maintain for the duration of the contract, and for two years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., \$4,000,000)
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, 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.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the

- Contractor's insurance (at least as broad as ISO Form GC 20 10, GC 11 85 or both GC 20 10 and GC 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage 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 in excess of the Contractor's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall provide that notice will be provided to City in the event that policy is terminated. Contractor shall immediately notify City of any insurance cancellation or termination and shall provide replacement insurance policy documentation to the City.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure

to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

City reserves right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

EXHIBIT D

VERIFICATION OF REQUIRED INSURANCE

Original
Technical Proposal

**A
SWEEPING SERVICES
PROPOSAL
FOR

THE CITY OAKLEY
ANNUAL STREET SWEEPING**

Due: 1 May 2014 by 2:00 P.M.

PRESENTED BY



CITY OF OAKLEY
Sweeping of Streets and Parking Lots

PART I. Technical Response Form

Kevin Rohani
Public Works Director
City of Oakley
3231 Main Street
Oakley, CA 94561

Dear Mr. Rohani:

We have read the City of Oakley's Call for Bids for the Sweeping of Streets and Parking Lots and fully understand its intent. We certify that we have completed PART II, Price Response Form and submitted it in a separate sealed envelope to describe our costs to perform that work for which we are submitting a bid.

We understand that our ability to meet the criteria and provide the required services shall be judged solely by the City. We also understand that representatives from the City of Oakley might visit our facility and interview employees to substantiate statements made in this bid. Further, we understand the importance of completing the Technical Response form completely and accurately because it will be considered with the Price response to determine contract award. And finally, we understand that representatives of the City of Oakley will contact references and any other companies and agencies referred to in this response as part of its evaluation and those references will be included in the evaluation of this technical response.

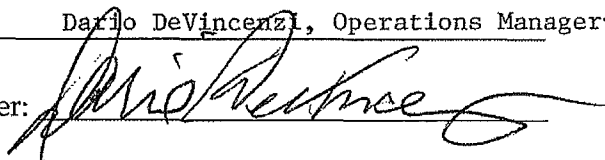
Name of Company: Universal Building Services and Supply Co.

Address: 3120 Pierce Street

City: Richmond State: CA Zip: 94804

Phone: (510) 527-1078

Name of Bidder: Dario DeVincenzi, Operations Manager

Signature of Bidder: 

CITY OF OAKLEY
Sweeping of Streets, Parking Lots, and Litter Pickup Services
1 May 2014

Technical Response

1. How many years has your company performed sweeping of streets and parking lots?

Universal Building Services and Supply Co. has been in the power sweeping business for 40 years.

2. Describe in detail your company's customer service program and your anticipated program for the City of Oakley. Include details on how you will provide a seamless transition with customers during start-up, maintain positive customer relations, monitor customer satisfaction, and continuously improve your service.

Universal Building Services and Supply Co.'s Customer Service Program is designed to provide superior service to its customers. Exceptional communication between UBS and its customers means that situations are addressed and resolved in minimal time. UBS is pro-active and encourages customer feedback and participation. Our staff can be reached by phone, pager, radio, fax, voice mail and email. A staffed, 24-hour answering service ensures that UBS is both available and responsive to customers' needs at any time of the day or night. UBS management performs regular quality control inspections, ensuring consistent, high quality work and satisfied customers.

Because Universal Building Services and Supply Co. currently provides sweeping services for the City of Oakley, "a seamless transition with customers" is not an issue with this specific proposal. Good customer relations will be maintained through regular communication and free exchange between the contact people for the City of Oakley and Universal Building Services and Supply Co.

3. Describe in detail what equipment will be utilized to perform street and parking lot sweeping? What back-up equipment is available for use?

UBS SWEEPER EQUIPMENT LIST

2006 Nite Hawk	Parking Lot Sweeper
2003 Nite Hawk	Parking Lot Sweeper
1997 Nite Hawk	Parking Lot Sweeper
1993 Mr Air Sweeper.....	Parking Lot Sweeper
1992 Mr Air Sweeper.....	Parking Lot Sweeper
1992 Mr Air Sweeper.....	Parking Lot Sweeper
2010 Tymco 600	Regenerative Air Sweeper
2008 Tymco 500X.....	Regenerative Air Sweeper
2007 Tymco 500X.....	Regenerative Air Sweeper
2004 Tymco 600	Regenerative Air Sweeper
2003 Tymco 600	Regenerative Air Sweeper
2000 Tymco 600	Regenerative Air Sweeper
1999 Tymco 600	Regenerative Air Sweeper
1999 Tymco 600	Regenerative Air Sweeper
1995 Tymco 600	Regenerative Air Sweeper
1992 Tymco 600	Regenerative Air Sweeper
1990 Tymco 600	Regenerative Air Sweeper
1987 Tymco 600	Regenerative Air Sweeper
1997 Mobil Sweeper.....	Broom Sweeper
1996 Mobil Sweeper.....	Broom Sweeper
1995 Mobil Sweeper.....	Broom Sweeper
1995 Mobil Sweeper.....	Broom Sweeper
1994 Mobil Sweeper.....	Broom Sweeper
1993 Mobil Sweeper.....	Broom Sweeper
1992 Mobil Sweeper.....	Broom Sweeper
1987 Mobil Sweeper.....	Broom Sweeper
1987 Mobil Sweeper.....	Broom Sweeper
1985 Mobil Sweeper.....	Broom Sweeper
1983 Mobil Sweeper.....	Broom Sweeper
1983 Mobil Sweeper.....	Broom Sweeper
1993 Landa Steam Cleaner	

Note: All vehicles are available at various times for this contract.

Universal Building Services and Supply Co. currently owns over 30 backpack blowers ranging in models from Echo PB1000 hand-held to Echo PB46W backpack blowers.

4. What communication system is utilized internally within your company and what system will be used with the City?

Universal Building Services and Supply Co. has equipped every sweeper with a dedicated two-way radio. Communication with our driver is immediate. UBS Managers and Supervisor staff are also equipped with two-way radios and cell phones. Numbers will be supplied to the City of Oakley upon request.

5. How many sweeper operators will be assigned to this contract? Describe the types and length of experience for the employees assigned to the City of Oakley.

Universal Building Services and Supply Co. estimates that 3 (three) sweeper operators will be assigned to cover this contract. NOTE: To maximize efficiency and reduce overall costs on this bid, a rerouting of the current schedule will be proposed to the City of Oakley for approval.

The following employees will be assigned to this contract:

Project Management

William Godfrey – District Manager

Hired in February 1985, Bill is the Power Sweeping Division Manager. Bill directly oversees 30 employees who operate the sweepers, three in-house mechanics and an assistant. His responsibilities include computing estimates, scheduling jobs, inspecting work performed and involvement in all aspects of the planning and operation of the Power Sweeping Division.

Operators

Hector Nunez – Hired in 1991. Works as a blower / broom operator. Excellent safety record.

Jesus Vasquez – Hired in 1994. Excellent safety record.

Eduardo Mayorga – Hired in 1991 as a sweeper operator. Experienced with various projects. Excellent safety record.

Santos Dario Vasquez – Hired in 1995 as a sweeper operator. Excellent safety record.

Gerardo Santoyo – Hired in 1994 as a sweeper operator. Excellent safety record.

Lloyd Hienselman – Hired in 1997. Lloyd has become lead operator. He has shown excellent progress and sincere concern with regard to providing top quality service.

Oscar Velasquez – Hired in 2004 as a sweeper operator. Oscar is experienced in all forms of sweeping equipment. Excellent safety record.

Mark Bavaro – Hired in 2006 as a sweeper operator. Experienced in all cleaning operations. Excellent safety record.

Support Staff

Douglas Mascardo, Company Mechanic

Mario Vega, Company Mechanic

Valentine Gonzalez, Company Mechanic

Jose Ochoa, Assistant Mechanic

6. Are background and current Driver license checks performed on your employees? How often?

Universal Building Services and Supply Co. perform background checks on all new employees. These checks include, but are not limited to:

- **Federal E-Verify**
- **Proper I-9, Immigrations and Naturalization documents.**
- **With consent of applicant, previous employers background checks.**
- **Criminal background checks, where applicable.**

Should the job assignment involve driving a company vehicle or if required by the client, applicants undergo a thorough Department of Motor Vehicles driving history review. In addition, these employees voluntarily submit to UBS's Drug and Alcohol Screening Program, with the understanding that they are subject to future random testing.

7. Describe in detail how sweeping complaints will be handled.

Upon receipt of a call from the City of Oakley, our manager will dispatch a driver (if received on a sweep day) immediately to re-sweep the street. The driver will report back prior to sweeping if a problem exists needing further evaluation. If complaint is received on a non-sweep day or if further evaluation is needed, the manger will personally visit the site, confirm the problem, and report back to the City of Oakley. Either way, the street will be re-swept by the next sweep day.

8. Provide a description of a typical street sweep and parking lot sweep.

A typical street sweep consists of our driver performing a preliminary drive-through of the areas to be swept that day. He identifies any problem areas and/or special needs, entering them into his daily log.

Sweeping is begun after our driver performs a vehicle inspection and warms up the vehicle, debris and conditions are all logged as work proceeds. At the end of the shift, the vehicle is fueled, washed, and stored for the next day's use.

A typical parking lot sweep consists of our driver arriving at the job site and driving through the entire complex/parking lot, noting any unusual circumstances such as cars, debris, wind, etc. Our driver prepares his equipment and begins blowing all curb lines, behind bumper strips, corners and hard-to-reach areas with a noise-reduced back-pack blower.

After all blowing has been completed, our driver sweeps all paved surfaces using sweeper or broom, depending on conditions. Our driver does not leave until the entire facility is clean.

9. List of references (at least three.) Provide names, addresses and phone numbers of all current clients for whom your company is providing services similar to those requested by the City. Include a description of service provided, value of contract, and length of time you have provided the service.

Name: City of Oakley
Address:..... 3231 Main Street
City: Oakley
Contact:..... Christine Keller
Phone Number:..... 925-625-7037
Description of Service: Street and parking lot sweeping
Value of Contract:..... \$107,000 per year
Length of Time: 6 years

Name: Town of Danville
Address:..... 510 La Gonda Way
City: Danville
Contact:..... Jim Parke
Phone Number:..... 925-314-3424
Description of Service: Street and parking lot sweeping
Value of Contract:..... \$96,000 per year
Length of Time: 18 years

Name: City of El Cerrito
Address:..... 10890 San Pablo Avenue
City: El Cerrito
Contact:..... Bill Driscoll
Phone Number:..... 510-215-4369
Description of Service: Street and parking lot sweeping
Value of Contract:..... \$80,000 per year
Length of Time: 35 years

Name: Delta Diablo Sanitation District
Address:..... 2500 Pittsburg-Antioch Highway
City: Antioch
Contact:..... Mike Dixon
Phone Number:..... 925-756-1921
Description of Service: Street sweeping
Value of Contract:..... \$220,000 per year
Length of Time: 16 years

California Environmental Protection Agency

Air Resources Board

Certificate of Reporting Completion
Truck and Bus Regulation

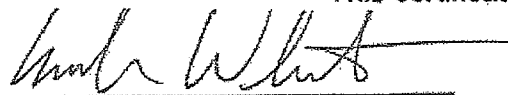
Issued to:

Universal Building Services
Motor Carrier: CA-CA 83636

23 Vehicles Reported

Based on the fleet owner having attested that the statements and information that it has provided to the Air Resources Board (ARB) are true, accurate, and complete regarding all vehicles in the fleet subject to compliance, ARB hereby finds that the fleet listed above has met the reporting requirements of title 13, California Code of Regulations, section 2025 of the Truck and Bus Regulation and can use alternative compliance options as specified in the regulation. If ARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to noncompliance penalties.

This certificate is valid until **December 31, 2014**



Erik White
Division Chief, Mobile Source Control Division
California Air Resources Board

Truck and Bus Fleet Identification

36454

To verify the authenticity of this certificate, visit
www.arb.ca.gov/mspr00/onrdiesel/tblookup.php

City of Oakley
ADDENDUM NO. 1 to contract documents for
SWEEPING OF STREETS AND PARKING LOTS REQUEST FOR
PROPOSALS

BID OPENING DATE: MAY 1, 2014 2:00 PM

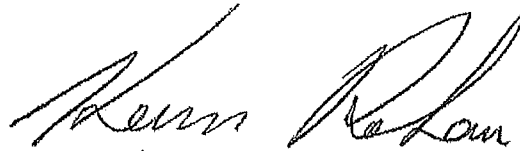
Notice is hereby given that the following clarifications and revisions are made to the above referenced contract documents:

Changes to the following pages in the Request for Proposals:

Page 16 – Section VI, Payment to Contractor Section, Item A. under Base Payment - "This is a prevailing wage contract" shall be removed from the proposal (clarification: this is not a prevailing wage contract).

Page 21 – Under the Unit Prices for Parking Lot Sweeps – Item No. 6 and 7 - The address listed for Summerlake Park Lot 1 and Lot 2 should read: 4020 Summerlake Drive instead of 3900 Creekside Way.

All bidders shall acknowledge receipt and acceptance of Addendum No. 1 by signing in the space provided at the end of this Addendum and submitting the signed addendum with their proposal.



Kevin Rohani, P.E.
Director of Public Works/City Engineer
April 24, 2014



Contractor Signature
Dario DeVincenzi, Operations Manager

30 April 2014

Date

Universal Building Services and Supply Co.
Company Name

City of Oakley
ADDENDUM NO. 2 to contract documents for
SWEEPING OF STREETS AND PARKING LOTS REQUEST FOR
PROPOSALS

BID OPENING DATE: MAY 1, 2014 2:00 PM

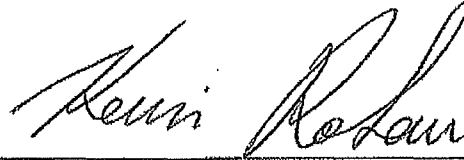
Notice is hereby given that the following clarifications and revisions are made to the above referenced contract documents:

Changes to the following pages in the Request for Proposals:

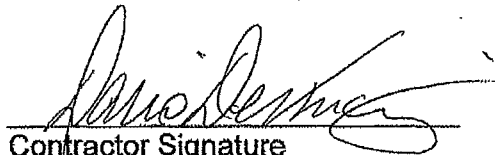
Page 19 and 20

Under the Unit Prices for Street Sweeping Services and Parking Lot Sweeps – Adjusted to Monthly Quantities, not annual. Emergency call out hours and additional sweeping estimated hours were adjusted.

All bidders shall acknowledge receipt and acceptance of Addendum No. 2 by signing in the space provided at the end of this Addendum and submitting the signed addendum with their proposal.



Kevin Rohani, P.E.
Director of Public Works/City Engineer
April 30, 2014



Contractor Signature
Dario DeVincenzi, Operations Manager
30 April 2014

Date

Universal Building Services and Supply Co.
Company Name

Original
Price Proposal

**A
SWEEPING SERVICES
PROPOSAL
FOR
THE CITY OAKLEY
ANNUAL STREET SWEEPING**

Due: 1 May 2014 by 2:00 P.M.

PRESENTED BY



Part II. Price Response Form (Submit in a separate, sealed envelope.)

UNIT PRICES FOR STREET SWEEPING SERVICES

Item Description	Unit of Measure	Monthly Estimated Quantity	Unit Price	Total
Street Sweeping	Curb Mile	480	\$21,85	\$10,488.00
Emergency Call-Out	Hours	2	\$125.00	\$250.00
Additional Sweeping	Hours	8	\$85.00	\$680.00
Subtotal				\$11,418.00

UNIT PRICES FOR PARKING LOT SWEEPING

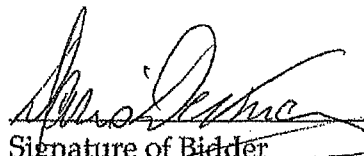
Number	Location	Monthly Estimated Quantity	Unit	Per Sweep Unit Cost	Total
1	Civic Center Plaza 3231 Main Street	2 Sweeps	EA	\$94.00	\$188.00
2	Oakley Plaza 3070-3100 Main Street	2 Sweeps	EA	\$94.00	\$188.00
3	Shopping Center 3330 Main Street	2 Sweeps	EA	\$38.00	\$76.00
4	Public Parking Lot 3669 Main Street	2 Sweeps	EA	\$38.00	\$76.00

5	Creekside Park 3900 Creekside Way	2 Sweeps	EA	\$57.00	\$114.00
6	Summerlake Park – Lot 1 4020 Summerlake Drive	2 Sweeps	EA	\$38.00	\$76.00
7	Summerlake Park – Lot 2 4020 Summerlake Drive	2 Sweeps	EA	\$38.00	\$76.00
8	Laurel Ball Fields 850 Laurel Road	2 Sweeps	EA	\$57.00	\$114.00
9	Oakley Recreation Building 1250 O'Hara Avenue	2 Sweeps	EA	\$38.00	\$76.00
Subtotal					\$948.00
BASE BID TOTAL (Street Sweeping + Parking Lot Sweeping)					\$12,402.00

NOTE: The City of Oakley reserves the right to reject any or all bids.

Universal Building Services
and Supply Co.

Company Name


Signature of Bidder
Dario DeVincenzi
Operations Manager

30 April 2014

RESOLUTION NO. ____-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AWARD OF CONTRACT WITH UNIVERSAL BUILDING SERVICES FOR CITY STREET SWEEPING MAINTENANCE SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT

WHEREAS, the City of Oakley Public Works and Engineering Department currently uses Universal Building Services for its Street Sweeping Maintenance Services, and has since Incorporation; and

WHEREAS, the City of Oakley has a professional duty to review maintenance contracts on a regular basis, and in an effort to meet this requirement, put out a Request for Proposals on April 9, 2014; and

WHEREAS, on May 1, 2014 the City of Oakley received three (3) responsive Bid Proposals; with Universal Building Services being the most technically sound, paired with their institutional knowledge, as well as the lowest priced bid; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Street Sweeping Maintenance Services Agreement with Universal Building Services for an amount not to exceed \$148,824.00 annually for Fiscal Year 2014/15 and 2015/16 is hereby approved, and the City Manager is authorized to execute said agreement. A copy of the Agreement is attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 13th of May, 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date