

ALAMEDA COUNTY PUBLIC WORKS AGENCY

REQUEST FOR QUOTATION No. CON201508

for

Five Canyons Monument Landscape Lighting

For complete information regarding this project, see RFP/Q posted at www.acgov.org/pwa or contact the ACPWA representative listed below. Thank you for your interest!

Contact Person: Roel Villacarlos, ACPWA

Phone Number: (510) 670-5529

E-mail Address: roel@acpwa.org

RESPONSE DUE

by

2:00 p.m.

on

October 6, 2015

at

Alameda County Public Works Agency

951 Turner Court, Room 100

Hayward, CA 94545

ALAMEDA COUNTY PUBLIC WORKS AGENCY

REQUEST FOR PROPOSAL/QUOTATION No. CON201508

SPECIFICATIONS, TERMS & CONDITIONS

for

Five Canyons Monument Landscape Lighting

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I. STATEMENT OF WORK

Alameda County is currently soliciting a bid for the following lighting repairs in the Five Canyons County Service Area in Castro Valley. The repairs will include the evaluation and proposal for replacement of lighting for the landscaping in the vicinity of the Five Canyons Monument Areas.

A. INTENT

The ACPWA intends to award a contract to the bidder(s) selected as the lowest responsible bidder whose response meets the ACPWA'S requirements.

B. SCOPE

The ACPWA maintains the landscaping within the Five Canyons County Service Area located in Castro Valley, CA. There are thirteen (13) monument locations within the CSA located along the Five Canyons Parkway, Boulder Canyon Drive and Fairview Avenue. The existing landscape lighting has been abandoned and new lights were recently installed to light the monuments only. The scope of this project is to install new landscape accent lighting in the existing monument areas. Exhibit F includes photos of the condition of existing landscape lights and monuments. The services shall include the following:

- A. Evaluate the failure of the 110 volt lighting system for the abandoned landscape lighting which surrounds and once lit the trees and shrubs adjacent to the entry monuments. Recommend the needed number of replacement lights. Not all lights may need to be replaced. The evaluation should be appropriate to the present conditions. The landscaping has grown and changed since the initial installation. Vandalism is an issue in this location. The area is also subject to trimming by gardeners.
- B. Install new landscape accent lighting. New lights to be Kim Lighting, 110 v Architectural Grade lights or approved equal. Choice of lights shall be either 1) Direct Burial Flood Light DBF11 Black, Metal Halide Lamp 175 MH, or 2) Light Vault LTV10 Composite Housing Accent with Metal Halide Lamp 70 PMH120. See product Sheets in Exhibit G.
- C. Replace or re-use the wiring for the 110 volt light system.
- D. Remove old abandoned lights, wirings, and existing electrical boxes in the ground.

Note that currently power exists were there are lights at the entry monuments signs located at the following locations:

- Five Canyons Parkway and E. Castro Valley Blvd. (two monument signs),

- Five Canyons Parkway and Boulder Canyon Dr. (two additional monument signs - one SE corner, one on SW corner),
- Five Canyons Parkway and Woodbury Dr. (one monument sign),
- Five Canyons Parkway and Abbeywood Dr. (one monument sign),
- Five Canyons Parkway and Silver Birch Dr. (one monument sign),
- Five Canyons Parkway and Peacock Hill Dr. (one monument sign),
- Five Canyons Parkway and Fairview Ave. (two monument signs),
- Fairview Ave. and Old Fairview Ave. (two monument signs) and
- Boulder Canyon Dr. near Palomares Dr. (one monument sign).

C. SPECIFIC REQUIREMENTS

The acceptable bidder must be a licensed electrician in the State of California and have all necessary credentials to perform the required installation.

D. DELIVERABLES / REPORTS

1. The awarded bidder must submit specifications of all lighting features to be used for approval along with a plan for each monument location showing the proposed improvements.
2. Once the plans and submittals are accepted the awarded bidder must install the improvements within 45 days of notice to proceed.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
Request Issued	September 8, 2015	
Deadline for Questions	by 5:00 p.m. on September 24, 2015	
Networking/Bidders Conference #1	September 22, 2015 @ 2 pm	at: Public Works Agency Room 100 951 Turner Court Hayward, CA 94545
Networking/Bidders Conference #2	September 24, 2015 @ 10 am	at: Public Works Agency Room 100 951 Turner Court Hayward, CA 94545
Addendum Issued	September 25, 2015	
Response Due	October 6, 2015 by 2:00 p.m	

Board Letter Recommending Award Issued	October 16, 2015
Board Consideration Award Date	October 27, 2015
Contract Start Date	November 16, 2015

Note: Award and start dates are approximate.

A. NETWORKING / BIDDERS CONFERENCES

1. Networking/bidders conferences will be held to:
 - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFQ
 - b. Provide an opportunity for bidders to ask specific questions about the project and request RFQ clarification.
 - c. Provide bidders an opportunity to view a site, receive documents, etc. necessary to respond to this RFQ.
 - d. Provide the ACPWA with an opportunity to receive feedback regarding the project and RFQ.
2. All questions will be addressed, and the list of attendees will be included, in an RFP/Q Addendum following the networking/bidders conference(s).
 - a. Potential bidders are strongly encouraged to attend networking/bidders conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at the networking/bidders conferences is mandatory. A site visit will be conducted.

III. ACPWA PROCEDURES, TERMS, AND CONDITIONS

A. BRAND NAMES AND APPROVED EQUIVALENTS

1. Any references to manufacturers, trade names, brand names and/or catalog numbers are intended to be descriptive, but not restrictive, unless otherwise stated, and are intended to indicate the quality level desired. Bidders may offer any equivalent product that meets or exceeds the specifications. Bids based on equivalent products must:

- a. Clearly describe the alternate offered and indicate how it differs from the product specified; and
 - b. Include complete descriptive literature and/or specifications as proof that the proposed alternate will be equal to or better than the product named in this bid.
2. The ACPWA reserves the right to be the sole judge of what is equal and acceptable and may require Bidder to provide additional information and/or samples.
 3. If Bidder does not specify otherwise, it is understood that the referenced brand will be supplied.

B. PRICING

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFQ.
2. A lump sum is required for this contract and will be the maximum price that ACPWA will pay.
3. The lump sum shall be listed for each location listed in the scope
4. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
5. Price quotes shall include any and all payment incentives available to the ACPWA.
6. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
7. Federal and State minimum wage laws apply. The ACPWA has no requirements for living wages.
8. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
9. Department of Industrial Relation Registration: A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the

requirements of Section 4104 of the Public Contract Code, (unless it is registered at time of bid submission), or engage in the performance of any contract for public work, as defined in this chapter, unless registered and qualified to perform public work pursuant to Section 1725.5. However, for federally-funded projects, it is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

C. AWARD

1. The award will be made to the lowest responsible bidder who meets the requirements of these specifications, terms and conditions.
2. Awards may also be made to the subsequent lowest responsible bidders who will be considered the Back-up Contractors and who will be called in ascending order of amount of their quotation
3. The ACPWA reserves the right to reject any or all responses that materially differ from any terms contained in this RFP/Q or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the ACPWA.
4. The ACPWA has the right to decline to award this contract or any part thereof for any reason.
5. Board approval to award a contract is required.
6. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>

The template contains minimal Agreement boilerplate language only.

D. WARRANTY

1. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the ACPWA. Bidder warrants

that all work and services furnished hereunder shall be guaranteed for a period of 1 years from the date of acceptance by the ACPWA.

E. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. ACPWA will use best efforts to make payment within thirty (30) days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
3. ACPWA shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain ACPWA PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.

F. LIQUIDATED DAMAGES

1. A deduction for liquidated damages of \$ 500 per day will be assessed for failure to install the improvements within 45 days of the notice to proceed as prescribed in the section entitled "Deliverable/Reports."
2. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due the Contractor under any contract which may be awarded to Contractor arising from the RFQ. Should the amount of the damages exceed the amount due, the Contractor's sureties shall be liable for the excess.
3. In the event the Contractor's performance and/or deliverable projects have been deemed unsatisfactory by a review committee, the ACPWA reserves the right to withhold future payments until the performance and or deliverable projects are deemed satisfactory.

G. PERFORMANCE BOND

1. The successful bidder will be required to post and maintain a performance bond for fifty percent (50%) of the total contract amount with the Alameda County Public Works Agency.

H. Bid Protest

Any bid protest, by any Bidder regarding any other bid, must be submitted in writing to the County's Public Works Agency Deputy Director, Construction and Development, before 5:00 p.m. of the **FIFTH (5th)** business day following the Bid Opening.

1. The Protest must contain a complete statement of any and all basis for the protest.
2. The protest must refer to the specific portions of any and all documents that form the basis for the protest.
3. The protest must include the name, address, and telephone number of the person representing the protesting party.
4. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
5. Upon receipt of a written protest, [the Public Works Agency Deputy Director, Construction and Development](#), will review it and provide an opportunity to settle the protest by mutual agreement with the protesting party. The Deputy Director, Construction and Development, will schedule a meeting to discuss or issue a written response regarding the Public Works Agencies decision on the protest within five (5) business days of receipt of the bid protest.
6. The Public Works Agency Deputy Director's written response will inform the bidder whether or not the Agency's recommendation to the Board is going to change.
7. The decision of the [Public Works Agency Deputy Director, Construction and Development](#), on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612, Fax: (510) 272-6502. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days of notification of decision by the Public Works Agency Deputy Director, Construction and Development.
8. The decision of the Auditor-Controller's OCC is the final step of the appeal process, and the OCC's conclusions will be forwarded to the Board of Supervisors for its consideration in awarding the contract.

I. County Provisions

1. Preference for Local Products and Vendors: A five percent (5%) preference shall be granted to Alameda County products or Alameda County vendors on all sealed bids on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least

six (6) months prior to the issue date of this RFQ; and which holds a valid business license issued by the County or a city within the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor pursuant to this RFQ.

2. Small and Emerging Locally Owned Business: A small business for purposes of this RFQ is defined by the United States Small Business Administration and must be certified by the County for the following NAICS Code(s): 561730 as having no more than \$7,000,000 in average annual gross receipts over the last three (3) years. An emerging business, as defined by the County, is one that has less than one-half (1/2) of the preceding amount and has been in business less than five (5) years. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. To access the online (pdf) version of this application please go to: <http://www.acgov.org/auditor/sleb/forms/commonapp.pdf>.

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this IRFQ; and which holds a valid business license issued by the County or a city within the County.

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses the following provisions shall apply to this RFQ:

- a. If Bidder is certified by the County as either a small or an emerging business, the County will provide a five percent (5%) bid preference, in addition to that set forth in paragraph 1., above, for a total bid preference of ten percent (10%). However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference **and** must subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Bidder's total bid amount in order to be considered for the contract award. SLEB subcontractors must be independently owned and operated from the prime contractor with no employees of either entity working for the other.
- b. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local

business must be maintained for the term of any contract resulting from this IRFQ. Evidence of participation shall be provided immediately upon request at any time during the term of such contract.

The County reserves the right to waive these small/emerging local business participation requirements in this RFQ, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars (\$10,000), whichever is less.

The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB. If you apply and are certified as a SLEB, you will receive a 5% SLEB bid preference:

- non-profit community based organizations (CBOs) that are providing services on behalf of the County directly to County clients/residents
- non-profit churches or non-profit religious organizations (NPO);
- public schools; and universities; and
- government agencies

Non-profits must provide proof of their tax exempt status. These are defined as organizations that are certified by the U.S. Internal Revenue Service as 501(c) 3.

If additional information is needed regarding this requirement, please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

IV. INSTRUCTIONS TO BIDDERS

A. ACPWA CONTACTS

ACPWA is managing the competitive process for this project. All contact during the competitive process is to be through the Alameda County Public Works Agency only.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on September 24, 2015 to:

Roel Villacarlos
Alameda County Public Works Agency
951 Turner Court, Room 100

Hayward, CA 94545
E-Mail: roel@acpwa.org
PHONE: (510) 670-5529

B. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Alameda County Public Works Agency BY 2:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Procurement & Support Services department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be addressed and delivered as follows:

Five Canyons Monument Lighting
RFQ No. CON201508
Alameda County Public Works Agency
951 Turner Court, Room 100
Hayward, CA 94545

Bidder's name, return address, and the RFQ number and title must also appear on the mailing package.

***PLEASE NOTE** that on the bid due date, a bid reception desk will be open between 1:00 p.m. – 2:00 p.m. and will be located in the lobby at 951 Turner Court, Room 100 in Hayward, CA 94545.

3. Bidders are to submit one (1) original hardcopy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures.

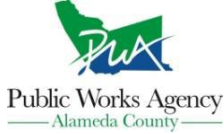


EXHIBIT A

BID RESPONSE PACKET

RFQ No. CON201508 – Five Canyons Monument Landscape Lighting

To: The Alameda County Public Works Agency

From: _____
(Official Name of Bidder)

- **AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFQ, BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY BID (EXHIBIT A – BID RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES.**
- **ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
- **BIDDERS SHALL NOT SUBMIT TO THE ACPWA A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER ACPWA-PROVIDED DOCUMENT**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID**
- **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFQ.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFQ, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE**

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (in figures)	TOTAL (in figures)
<p>Provide at least four (4) 110v Architectural Grade new landscape accent monument lights at each monument area listed. Lighting will be less prone to vandalism than the abandoned entry monument lighting, mounted at ground level. Lights will need to adequately light the landscaping at each monument location. Please include photos of the recommended light option(s) with Bid Proposal. Light bulbs for the light fixture need to be in accordance with the scope of work and listed in the product sheets provided as Exhibit G (or be equivalent). Light bulbs must be a common type that can be easily purchased and replaced. Listed costs must be a lump sum that includes all labor and materials required for the evaluation and replacement or repair of the subject lights, wiring and electrical boxes.</p>					
1.	Five Canyons Parkway and E Castro Valley Boulevard - 2 locations	1	LS	\$	\$
2.	Five Canyons Parkway Boulder Canyon Drive SE Corner	1	LS	\$	\$
3	Five Canyons Parkway Boulder Canyon Drive SW Corner	1	LS	\$	\$
4	Five Canyons Parkway and Woodbury Drive	1	LS	\$	\$
5	Five Canyon Parkway and Abbeywood Drive	1	LS	\$	\$
6	Five Canyon Parkway and Silver Birch Drive	1	LS	\$	\$
7	Five Canyon Parkway and Peacock Hill Drive	1	LS	\$	\$
8	Five Canyon Parkway and Fairview Avenue – 2 locations	1	LS	\$	\$
9	Fairview Avenue and Old Fairview Avenue – 2 locations	1	LS	\$	\$
10	Boulder Canyon Drive and Palomares Drive	1	LS	\$	\$
	Total Base Bid				\$

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease

Endorsements and Conditions:

1. **ADDITIONAL INSURED:** ALL INSURANCE REQUIRED ABOVE WITH THE EXCEPTION OF PROFESSIONAL LIABILITY, PERSONAL AUTOMOBILE LIABILITY, WORKERS' COMPENSATION AND EMPLOYERS LIABILITY, SHALL BE ENDORSED TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall no relieve or decrease the liability of Contractor hereunder
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) 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.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to:
 - Department/Agency issuing the contract
 - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)

EXHIBIT D

DEBARMENT AND SUSPENSION CERTIFICATION PROCUREMENTS \$25,000 and OVER COUNTY OF ALAMEDA

Five Canyons Monument Lighting

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT E

CONTRACT COMPLIANCE REPORTING REQUIREMENTS Procurements \$25,000 and Over COUNTY OF ALAMEDA

Five Canyons Monument Lighting

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County which have a start date on or after July 1, 2007 should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT F

See Attached pdf document for Photos of Monument Areas

EXHIBIT G

See Attached pdf document of Product Sheets