



# City of Emeryville

C A L I F O R N I A

## MAINTENANCE SERVICES CONTRACT

THIS MAINTENANCE SERVICES CONTRACT ("Contract") is made and entered into as of \_\_\_\_\_ ("Effective Date") by and between THE CITY OF EMERYVILLE, a municipal corporation, ("City") and Commercial Maintenance Management Services ("Contractor"), individually referred to as a "Party" and collectively as the "Parties."

### WITNESSETH THAT

**WHEREAS**, Contractor submitted a proposal for the Citywide Facility Maintenance Contract, dated May 21, 2025 ("Proposal"), and

**WHEREAS**, City has determined that Contractor is qualified by training and experience to render such services; and

**NOW, THEREFORE**, the Parties mutually agree as follows:

### 1. AWARD OF CONTRACT

#### 1.1 Contract Documents

The Contract Documents shall include this Contract, including all exhibits attached hereto, and any Plans and Specifications, Notice to Contractors, Contractor's Proposal, Addenda and Change Orders. In the event of any conflict between the printed provisions of this Contract and those of Contractor's offer of acceptance, the provision of this Contract shall prevail.

#### 1.2 Scope of Work

In conformance with the Contract Documents, Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship and disposal required in order to provide the maintenance services ("Work") as described in **Exhibit A**, attached hereto and incorporated herein. Any quantities for work are estimates. The City does not guarantee any level of work under this Contract. The City, in its discretion, reserves the right to hire or contract with others to do the work set forth in the Contract.

#### 1.3 Price

- A. The Contractor shall be compensated for Work in accordance with the lump sum and rates set forth in **Exhibit A**. The specified compensation will stay in effect for the duration of the Term of this Contract. Should the Contractor fail to perform the Work in accordance with the Contract, a corresponding deduction in any recurring amounts owed under **Exhibit A** will be made by the City.

### FOR CITY USE ONLY

Contract No.		CIP No.	
Resolution No.		Project No.	

- B. Overtime rates for additional work, if any, shall be charged as specified in **Exhibit A**.
- C. The total amount to be paid under this Contract during the Term shall not exceed the sum of ONE MILLION TWENTY FOUR THOUSAND DOLLARS AND ZERO CENTS (\$1,024,000.00) ("Total Compensation"). An allowance in an amount not to exceed SEVEN HUNDRED THOUSAND DOLLARS AND NO CENTS (\$700,000.00) is included in the Total Compensation for additional work as described in Exhibit A should it be needed. Contractor is not entitled to the allowance amount. The Contractor shall not perform any additional work without prior written authorization from the City Public Works Director.

#### **1.4 Payment**

Contractor shall invoice City not more frequently than once a month for the Work performed. Compensation shall be paid to Contractor upon receipt and approval by City of invoices setting forth in detail the Work performed. City shall pay Contractor within forty-five (45) days after approval of the invoice by City staff.

#### **1.5 Term**

This Contract shall begin on the Effective Date and shall terminate on **JUNE 30TH, 2026** ("Term"), unless terminated sooner in accordance with Section 2.5 of this Contract or unless extended for an additional term or terms. At City's option, to be exercised in its sole discretion, the Contract may be extended beyond the initial Term by up to four successive one-year terms (each an "Extension Term"), with annual adjustments to Contractor's rates as set forth in Section 1.6, below. If City exercises the option to extend, the Contract will continue in full force and effect under the original terms and conditions of this Contract, subject to any subsequent amendments.

#### **1.6 Annual Compensation Adjustment**

This Contract ☒ is / ☐ is not awarded pursuant to a request for qualifications or proposals, seeking a multi-year contract. If the City exercises the option to extend the Contract as set forth in Section 1.5, above, Contractor may increase its rates as set forth below, for a cumulative not-to-exceed five-year total of \$4,440,424.80.

- A. For Fiscal Year 2026/2027, the total compensation for any such Extension Term will not exceed \$836,000, which is comprised of an annual amount payable to Contractor of \$336,000 plus a \$500,000 allowance for additional work performed with City's prior written authorization. If the City exercises the option to extend the Contract for this Fiscal Year, the amount payable to Contractor will be based on an adjustment to Contractor's rates, as set forth in Exhibit A.
- B. For Fiscal Year 2027/2028, the total compensation for any such Extension Term will not exceed \$842,720, which is comprised of an annual amount payable to Contractor of \$342,720 plus a \$500,000 allowance for additional work performed with City's prior written authorization. If the City exercises the option to extend the Contract for this Fiscal Year, the amount payable to Contractor will be based on an adjustment to Contractor's rates in accordance with the March to March

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San Francisco/Oakland Metropolitan Area Consumer Price Index as released by the United States Department of Labor on a yearly basis ("CPI") with a maximum increase of 2%.

- C. For Fiscal Year 2028/2029, the total compensation for any such Extension Term will not exceed \$859,856, which is comprised of an annual amount payable to Contractor of \$359,856 plus a \$500,000 allowance for additional work performed with City's prior written authorization. If the City exercises the option to extend the Contract for this Fiscal Year, the amount payable to Contractor will be based on an adjustment to Contractor's rates in accordance with the CPI with a maximum increase of 5%.
- D. For Fiscal Year 2029/2030, the total compensation for any such Extension Term will not exceed \$877,848.80, which is comprised of an annual amount payable to Contractor of \$377,848.80 plus a \$500,000 allowance for additional work performed with City's prior written authorization. If the City exercises the option to extend the Contract for this Fiscal Year, the amount payable to Contractor will be based on an adjustment to Contractor's rates in accordance with the CPI with a maximum increase of 5%.

## **2. PROSECUTION OF WORK**

### **2.1 *Change Orders***

City may, without notice to any sureties, and without invalidating the Contract, at any time: a) make alterations, deviations, additions to or deletions from the Contract Documents; b) increase or decrease the quantity of any item or portion of the Work; c) delete any item or portion of the Work; or d) require extra or additional work, as determined by City to be necessary or advisable. All such Work shall be performed under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. Any such changes in the Work will be set forth in a written change order issued by City ("Change Order").

The Change Order will specify:

- A. The Work to be done in connection with the change to be made;
- B. The amount of an adjustment in compensation, if any, and the basis for compensation for the Work ordered; and
- C. The extent of the adjustment in the time specified for performance of Work, if any.

A Change Order shall not become effective until it has been signed by the Director of Public Works. Upon receipt of an approved Change Order, Contractor shall promptly proceed with the ordered Work, unless otherwise provided in the approved Change Order.

No changes or deviations from the Contract Documents shall be made without the authority of an approved Change Order, except that in cases of emergency the Director of Public Works may direct a change in writing. A Change Order increasing the Total Compensation under the Contract requires a written amendment to the Contract.

Whenever it appears to Contractor that a change is necessary, Contractor shall immediately notify the Director of Public Works or assignee of the change it believes necessary and the reasons for such change; however, work in the area affected shall not be discontinued unless ordered by the Director of Public Works or assignee.

## **2.2 Public Convenience**

Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public and it shall have under construction no greater length or amount of Work than it can prosecute properly with due regard to the rights of the public. Maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to owners of abutting property. Convenient access to driveways, houses and buildings along the line of work shall be maintained, and temporary approaches to roads or highways shall be provided and kept in good condition.

## **2.3 Safety Requirements**

Contractor shall comply with all safety requirements prescribed by applicable federal, state and local laws and regulations to ensure the safety and health of those working and the local community. Contractor shall assume all responsibility for public safety during the prosecution of the work and all such costs shall be included in the Contract price. Whenever Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect and maintain, at its expense, such fences, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public.

## **2.4 Inspection**

All authorized representatives of City shall have access to the Work. Work and materials not meeting the requirements of City shall be corrected, and unsuitable Work or material may be rejected. Failure on City's part to reject nonconforming Work shall not be construed to imply acceptance of such Work. Observation by City of the Work shall not relieve Contractor of its responsibility to conduct its own comprehensive inspections of the Work and to furnish materials and perform work in accordance with the Contract Documents.

## **2.5 Termination**

### **2.5.1 Termination for Cause**

City shall have the right to terminate Contractor's right to proceed with some or all of the Work and may terminate this Contract for default by providing written notice thereof at least five (5) calendar days in advance of the termination date. The term "default" includes, but is not limited to: a) performance of Work in violation of the terms of the Contract or other applicable law, order, regulation, permit or requirement; b) abandonment; c) assignment or subletting without City approval; d) bankruptcy or appointment of a receiver for Contractor's property; e) refusal or failure to properly prosecute the Work; f) use of materials, supplies, plant or equipment of improper quality or quantity; g) refusal or failure to use an adequate number of properly skilled workers; h) failure to provide proper workmanship; i) failure to take effective steps to end a labor dispute; j) performance of this Contract in bad faith or k) failure to pay subcontractors. Upon such termination, City shall have the right to complete the Work, or the portion involved, by whatever means and methods it deems expedient, at the Contractor's expense which the City can deduct from any amounts due Contractor. City at its sole discretion may withhold any payment otherwise due Contractor until completion and final settlement of the Work covered by the notice of default.

### **2.5.2 Termination without Cause**

City may also terminate the Contract for convenience if in the best interests of City upon thirty (30) calendar days' notice in advance. In such event, Contractor shall be paid for all substantiated direct costs of materials furnished and Work satisfactorily performed up to the date of termination and any additional compensation that City deems reasonable.

### **2.5.3 Termination for Lack of Appropriation**

This Contract is subject to immediate termination in the event the City Council does not appropriate sufficient funds for this Contract.

Upon receipt of a notice of termination, Contractor shall: a) stop all Work unless directed otherwise; b) take such action to protect materials from damage; c) notify all subcontractors and suppliers that Contract is terminated; d) provide City with inventory list of materials previously produced, purchased or ordered and not yet used in the Work; e) dispose of all materials not used on the Work as directed by City; f) if directed by City, assign all rights and interests of Contractor under subcontracts or orders for the

project; g) furnish any required documentation; and h) take any other actions as City may direct.

#### 2.5.4 Termination by the Contractor Due to City's Timely Non-Payment

The Contractor may terminate this Contract by delivering sixty (60) days' written notice to the City if the City fails to make an undisputed progress or final payment within sixty (60) days after such payment is due provided the Contractor has first given the City written notice of the delinquency and an opportunity to cure within twenty (20) days.

### **3. CONTRACTOR'S RESPONSIBILITIES**

#### **3.1 *Responsibility for Damage; Indemnification***

Contractor shall be responsible for any loss or damage that may happen to the Work; for any loss or damage to any of the materials of other things used or employed in performing the Work; for injury to or death of any person (including but not limited to workers or the public) from any cause whatsoever; or damage to property from any cause whatsoever.

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Contractor or subcontractors as well as any claim by any employee, agent, Contractor or independent contractor hired or employed by Contractor that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert contractors or expert witnesses incurred in connection therewith and the costs of investigation, arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone that they control. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Contract. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

#### **3.2 *Insurance***

Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under **Exhibit B**, attached hereto and incorporated herein by this reference. In addition, Contractor shall

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not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under **Exhibit B**. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

### **3.3 Payment of Taxes**

#### **3.3.1 Taxes Included**

The lump sum and rates set forth in **Exhibit A** shall include full compensation for all taxes which Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt Contractor from payment of any tax will be furnished to Contractor by City, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract. Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether State or Federal, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

#### **3.3.2 Business Tax**

Contractor has and shall maintain a current business license with City of Emeryville during the Term of this Contract and any Extension Term(s). Contractor shall insert in each of its subcontracts a provision which requires its subcontractors to present proof that the subcontractor has obtained a current business license with City of Emeryville during the Term of this Contract.

### **3.4 Permits and Licenses**

Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Contract. Contractor shall comply with all permits applicable to the Work. Contractor has and shall maintain the appropriate State Contractor's License, pursuant to [Chapter 9 of Division 3 of the California Business and Professions Code](#).

The [California Environmental Quality Act \(Public Resources Code, Section 21000 to 21176\)](#) may be applicable to permits, licenses and other authorizations which Contractor must obtain from State or local agencies in connection with performing the Work of the Contract. Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the Work.

### **3.5 California Labor Code Requirements**

Contractor is aware of the requirements of California Labor Code Section 1720 et seq. and corresponding regulations, which require the payment of prevailing wage rates and the performance of other requirements on “public works” projects, including maintenance services (“Prevailing Wage Laws”). If the Work constitutes “public works” under Labor Code Section 1720 et seq. and any corresponding regulations, Contractor agrees to fully comply with all applicable Prevailing Wage Laws, including, but not limited to, the payment of prevailing wages if the Total Compensation exceeds \$1,000 and the requirements set forth in this Section. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all applicable California Labor Code provisions, which include, but are not limited to, prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). Contractor must post all job site notices required by laws and regulations pursuant to Labor Code Section 1771.4.

- A. Pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing Work must be registered with the Department of Industrial Relations (“DIR”). Contractor shall maintain registration for the duration of the Contract and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- B. Each worker performing Work under this Contract that is covered under Labor Code Section 1720, 1720.3, or 1720.9, must be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City Engineer’s office and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code Section 1775, Contractor and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
- C. Pursuant to Labor Code Section 1810, eight hours of labor consists of a legal day’s work. Pursuant to Labor Code Section 1813, Contractor will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Contractor or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code Section 1815.
- D. Contractor and its subcontractors must maintain certified payroll records in compliance with Labor Code Sections 1771.4, 1776, and 1812, and all implementing regulations promulgated by the DIR. For each payroll record, Contractor and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code Sections 1771, 1811, and 1815. Unless the Contract is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4, Contractor must



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electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, or to the Division of Apprenticeship Standards of the DIR, as further specified in Labor Code Section 1776.

- E. If the Contract is for \$30,000 or more, Contractor must comply with the apprenticeship requirements in Labor Code Section 1777.5.
- F. This Contract is subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any subcontractor.
- G. Pursuant to the requirements of Section 1860 of the Labor Code, Contractor will be required to secure the payment of compensation to his or her employees in accordance with the provisions of Section 3700 of the Labor Code. By signing this Contract, Contractor certifies the following:  
  

"I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
- H. Failure by Contractor to comply with any provision of this Section shall constitute a default of this Contract and shall be grounds for termination as provided in this Contract.

### **3.6 Warranty**

Contractor warrants that all materials and Work furnished (1) shall meet all requirements and conditions of City's Contract and manufacturer's warranty if any; (2) shall be free from defects in design, material; workmanship and methods of installation; and (3) shall be fit for the purposes intended. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and nonconforming. This warranty by the Contractor is in addition to any warranties or guarantees required or provided by the manufacturer or supplier.

Contractor shall correct the Work at its own expense promptly after written notice from City to do so and pay for any damage to other property resulting from such nonconforming Work. If Contractor fails to do so promptly, or in an emergency when delay could cause risk of damage or loss, then City take whatever actions are necessary to have the nonconforming Work removed, replaced or corrected at the expense of Contractor and to recover its damages, costs and expenses, including withholding the amount from any payment that is due or to commencing an action

against any performance bond.

Nothing in this section shall be construed to establish a period of limitation with respect to other obligations that Contractor may have under these Contract Documents.

### **3.7 Independent Contractor Status**

The Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the City. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of consultants, subcontractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the Term of this Contract and any Extension Term.

### **3.8 Compliance with Laws**

All Work performed by Contractor under this Contract shall be in accordance with applicable federal, state and local requirements, including, but not limited to environmental laws and laws regarding disposal of hazardous wastes.

### **3.9 Noncollusion Declaration**

By executing this Contract, Contractor declares that only persons or parties interested in this Contract are those named in Contractor's bid or proposal and that such bid or proposal was not made in the interest of or on behalf of any undisclosed person, firm or organization; that the bid or proposal was genuine and not collusive or sham; that the signatory to this Contract has not directly or indirectly induced or solicited others to put in a sham bid or proposal, or to refrain from bidding or proposing; and that the signatory to this Contract has not in any manner sought by collusion to secure for itself an advantage over other potential proposers.

### **3.10 Conflicts of Interest**

Contractor covenants and declares that other than this Contract, it has no holdings or interests within the City nor business holdings or agreements with any official, employee or representative of City and shall disclose any such holdings or interests to City in writing.

### **3.11 Discrimination Prohibited**

Contractor covenants and agrees that in performing the Work required under this Contract, Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, age or disability, except as provided in section 12940 of the Government Code.

### **3.12 Bonds (Required for Contract Prices \$25,000 and Greater)**

#### **3.12.1 Payment Bond**

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☐ **Required** / ☒ **Not Required**

If required for this Contract, before beginning the Work, Contractor shall provide a labor and materials bond in the amount of one hundred percent (100%) of the Total Compensation, and which conforms with the requirements of Civil Code section 9550 et seq., as may be amended from time to time.

### 3.12.2 Performance Bond

☐ **Required** / ☒ **Not Required**

If required for this Contract, before beginning the Work, Contractor shall provide a performance bond in the amount of one hundred percent (100%) of the Total Compensation to guarantee the faithful performance of the Work.

### 3.12.3 Bond Provisions

Any and all bonds required for this Contract shall be in a form acceptable to the City Attorney. Any such bond must be issued by a corporate surety which is an admitted surety insurer in the State of California. Any bond signed by an agent must be accompanied by a certified copy of such agent's authority to act. If the surety on any bond provided by Contractor is declared bankrupt or becomes insolvent or it's right to do business is terminated in any state where any part of the work is located, Contractor shall, within seven (7) days thereafter, substitute another bond and surety in accordance with the requirements set forth herein. Any alteration or alterations made in the Plans and Specifications which are a part of this Contract or in any provision of this Contract shall not operate to release any surety from liability on any required bond and the consent to make such alterations is hereby given. Any surety on such bonds hereby waives the provisions of Section 2819 of the Civil Code.

## 3.13 **City Labor Requirements**

- A. As of the Effective Date, compliance with the City's living wage ordinance is ☒ **required** / ☐ **not required** for this Contract. If this Contract provides for compensation to Contractor of \$25,000 or more within a single fiscal year for providing services to the City, then Contractor shall comply with the requirements of the City's Living Wage Ordinance set forth in [Chapter 31 of Title 5 of the Emeryville Municipal Code](#), unless (i) Contractor is a governmental entity, (ii) this Contract is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Contract is subject to federal or state laws or regulations that would preclude the application of the City's laws.
- B. Compliance with the Living Wage Ordinance, if applicable, shall be required during the Term of the Contract and any Extension Term for all employees of Contractor who perform at least twenty-five percent (25%) of the work arising from this Contract, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to [Section 5-31.08 of the Emeryville Municipal Code](#). Contractor shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City.
- C. Failure to comply with the Living Wage Ordinance provides that a person

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claiming a violation thereof may bring an action against Contractor for back pay, reinstatement and compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Contract and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

- D. Contractor shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Contract. "Living Wage" means no less than **\$19.08 PER HOUR** (which is [subject to increase annually on July 1st](#) to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.
- E. In addition to the Living Wage Ordinance, the Contractor may be required to comply with the [City's Minimum Wage, Paid Sick Leave, and Other Employment Standards Ordinance](#), as set forth in [Chapter 37 of Title 5 of the Emeryville Municipal Code](#), to the extent it is applicable.

## **4. GENERAL PROVISIONS**

### **4.1 Applicable Law**

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the rules, regulations, statutes and laws of the State of California will control. The exclusive venue for any legal action taken pursuant to this Contract shall be the State of California Superior Court for the County of Alameda or the United States District Court for the Northern District of California.

### **4.2 Assignment and Subcontracting**

Neither this Contract nor any interest herein nor any claim here under may be assigned or subcontracted by Contractor either voluntarily or by operation of law, without the prior written consent of City. No such consent shall relieve Contractor of its obligations to comply fully with the requirements of this Contract.

### **4.3 Records**

Contractor will permit City to audit, examine, and make copies of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Contract.

### **4.4 No Waiver**

Failure of City to insist upon strict performance of any of the terms and conditions

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hereof, or failure or delay to exercise any rights or remedies or to properly notify Contractor in the event of breach, or the acceptance of or payment for any good hereunder, shall not release Contractor of any of the warranties or obligations of this Contract and shall not be deemed a waiver of any right of City to insist upon strict performance hereof.

#### **4.5 Notices**

##### **4.5.1 Communications Relating to Daily Activities**

All communications relating to the day to day activities of the work and invoices shall be addressed to the Saleh Aboutaleb and CMMS Representative for the Contractor:

<b>CITY</b>	<b>CONTRACTOR</b>
Saleh Aboutaleb, Operations Manager Phone No: 510-496-9950 E-Mail : <a href="mailto:saleh.aboutaleb@emeryville.org">saleh.aboutaleb@emeryville.org</a>	Alberto Giannecchi Commercial Maintenance Management Services 30 W. Neal St. Ste 200 Pleasanton, CA, 94566 M: (510) 537-0417 <a href="mailto:Alberto@CMMSCA.com">Alberto@CMMSCA.com</a>

##### **4.5.2 Official Notices**

All other notices, writings or correspondence as required by this Contract shall be directed to City and Contractor, respectively, as follows:

<b>CITY</b>	<b>CONTRACTOR</b>
Mohamed Alaoui Public Works Director 1333 Park Street Emeryville, California 94608 Phone No: 510-596-4341 E-Mail : <a href="mailto:mohamed.alaoui@emeryville.org">mohamed.alaoui@emeryville.org</a>  <i>with a copy to:</i>  <i>Saleh Aboutaleb</i> <i>Operations Manager</i>  Phone No: 510-496-9950 E-Mail : <a href="mailto:Saleh.Aboutaleb@emeryville.org">Saleh.Aboutaleb@emeryville.org</a>	Alberto Giannecchi, Principal Commercial Maintenance Management Services 30 W. Neal St. Ste 200 Pleasanton, CA, 94566 M: (510) 537-0417 <a href="mailto:Alberto@CMMSCA.com">Alberto@CMMSCA.com</a>

#### **4.6 No Personal Liability**

No member, official or employee of the City shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Contract.

#### **4.7 Entire Agreement**

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REV01/2025

This Contract constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Contract. No other agreement, statement or promise relating to the subject matter of this Contract not contained in this Contract shall be valid or binding. This Contract may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

**4.8 Successors and Assigns**

Subject to the provisions of this Contract regarding assignment, this Contract shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

**4.9 Severability**

The caption or headnote on articles or sections of this Contract are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Contract nor in any way affect this Contract. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect to the extent possible.

**4.10 Counterparts**

This Contract may be signed in counterparts, each of which shall constitute an original. It is expressly agreed that each Party to this Contract shall be bound by its own telecopied, scanned, electronic or digital signature and shall accept the telecopied, scanned, electronic or digital signature of the other Party to this Contract.

**4.11 No Third-Party Beneficiaries**

Except to the extent expressly provided for herein, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

**4.12 Non-Exclusivity**

City reserves right to employ other contractors in connection with the Work and Project covered under this Contract.

**4.13 Other Requirements**

This Contract ☐ **has** / ☒ **does not have** additional requirements set forth in an **Exhibit C**. If an **Exhibit C** is attached, then due to the nature of the Work, or due to this Work being funded, in whole or in part, by a third party, Contractor shall also fully and adequately comply with the provisions included in **Exhibit C** ("Other Requirements") attached hereto and incorporated herein by reference ("Other Requirements"). With respect to any conflict between such Other Requirements and the terms of this Contract and/or the provisions of state law, the more stringent requirement shall control.

**SIGNATURES ON FOLLOWING PAGE**

5. SIGNATURE PAGE TO MAINTENANCE SERVICES CONTRACT

IN WITNESS WHEREOF the City and the Contractor have executed this Contract, which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:  
*John Kennedy*  
2C934D02DB53467...  
City Attorney

Dated: CITY OF EMERYVILLE

LaTanya Bellow, City Manager

Dated: Commercial Maintenance Management Services

06/24/2025

Signed by:  
*Alberto Giannecchini*  
2DB533B17213467...  
Alberto Giannecchini, Principal (Signature)

Attach: W-9 Form	Attach: Business License Certificate	Attach: Department of Industrial Relations Registration
---------------------	--	--

## Commercial Maintenance Management Services

30 W. Neal Street, Ste 200

Pleasanton, CA 94566

[www.CMMSCA.com](http://www.CMMSCA.com)

510-828-1957

## **City of Emeryville, CA Citywide Facility Maintenance/ Minor Construction Related Services Proposal**

**Date:** 5-21-25

### **Attention:**

City of Emeryville

1333 Park Ave, Emeryville, CA 94501

Saleh Aboutaleb



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**Commercial Maintenance Management Services**  
**30 W. Neal Street Ste 200**  
**Pleasanton, CA 94566**  
**www.CMMSCA.com | C: (510) 828-1957**

May 15, 2025

City of Emeryville  
Saleh Aboutaleb  
1333 Park Avenue  
Emeryville, CA 94608  
Tel: (510) 496-9950

**SUBJECT: CITYWIDE FACILITY MAINTENANCE/ MINOR CONSTRUCTION RELATED SERVICES – FY 2025/2027**

Greetings:

At Commercial Maintenance Management Services (CMMS), we believe that the key to the long-term success of a contract is the relationship between the City of Emeryville staff, the users, and the vendor/contractors. It is our goal to manage said relationship balancing quality with value, focusing on open and transparent communication. Maintaining integrity in all situations is a core value for CMMS. Instead of a static approach, we review situations and allow for improvements in the process.

CMMS's years of experience create out of the box thinking to solve complex problems with simple solutions. CMMS is always looking for innovative ways to improve service quality while trying to reduce costs. We believe we are uniquely qualified to deliver the highest level of service for our industry at the best possible price.

The highlights of our service offering include:

- **Oversight by CMMS's experienced management team that has been working at and managing The City of Emeryville site for the last 3 years.**
- A refined and capable building staff to provide day-to-day oversight of all facilities operations.
- Streamlined, uniformed procurement of all facilities services. Clients are invoiced immediately upon the completion of work, to facilitate payment to vendors within the contract terms.
- Weekly progress status meetings between CMMS and City of Emeryville to review performance and objectives.

CMMS staff have over 25 years of experience providing facilities maintenance and Facility Supervisor services to a diverse array of clients around the world. Over the decades, CMMS staff has supported commercial real estate portfolios for clients.

At CMMS we are extremely excited about the opportunity to partner with the City of Emeryville, and to deliver efficient and effective maintenance and construction services.

If you have any questions regarding this proposal, please contact me directly and I will be happy to discuss the proposal with you in further detail.

If you have any questions regarding this proposal, please contact me directly and I will be happy to discuss the proposal with you in further detail.

Sincerely,

*Alberto Giannecchini*

Principle  
30 W. Neal St. Ste 200  
Pleasanton, CA, 94566  
M: (510) 537-0417  
Alberto@CMMSCA.com  
www.CMMSCA.com

## Proposal – Scope of Available Services

The CMMS Service Menu explains what our capabilities are in the current market.

Integrated Facilities Management	Facilities Management	<ul style="list-style-type: none"> <li>▪ Vendor management and supervision</li> <li>▪ RFP scope writing and management</li> <li>▪ Contract management</li> <li>▪ Onsite tenant coordination</li> </ul>
Integrated Facilities Management	Life Science	<ul style="list-style-type: none"> <li>▪ Specialty HVAC and controlled environment maintenance and management</li> <li>▪ Understanding specialty gases, complex exhaust systems and advanced smoke control systems is critical to running a facility.</li> <li>▪ cGLP and cGMP practices along with documentation requirements are understood and strictly adhered to.</li> </ul>
Integrated Facilities Management	Commercial Real Estate Office	<ul style="list-style-type: none"> <li>▪ Perform maintenance and management of all operational systems found in a traditional office building.</li> </ul>
Integrated Facilities Management	Commercial Shopping Centers	<ul style="list-style-type: none"> <li>▪ Manage repairs with lower costs spread out over a portfolio to have a consistent service provided with staff that knows the properties and tenants. This creates efficiencies in coordination and tenant safety.</li> <li>▪ Having a consistent staff visiting the property, the vendors are held to the standards that property management desires. They can perform minor repairs and scope major repairs as a subject matter expert working on behalf of ownership and property management.</li> </ul>
Sustainability & Energy Management	Commissioning/Due Diligence	<ul style="list-style-type: none"> <li>• Installation verification</li> <li>• Operational testing</li> </ul>
Sustainability & Energy Management	Sequence of operation efficiency maximizing	<ul style="list-style-type: none"> <li>• Evaluating the operation of all equipment in conjunction with the overall building to ensure that the design meets the needs of the building.</li> </ul>

Sustainability & Energy Management	Emergency Services - MSAs with multiple discipline contractors	<ul style="list-style-type: none"> <li>CMMS is setting up multiple discipline vendors to provide normal or emergency.</li> </ul>
Technical Operations and Maintenance	Equipment Lifespan Audit	<ul style="list-style-type: none"> <li>This audit is to be documentation of all major pieces of equipment, service start dates and expected end of useful life dates.</li> <li>The document should also include ROM costs for replacement when possible.</li> <li>Document information is used to populate the CAPx plans for both 5- and 10-year intervals and aid property managers with extra funds at the end of the fiscal year. Landlords prefer to upgrade the property or perform asset preservation projects to balance the projected CAM costs with actual CAM costs.</li> </ul>
Technical Operations and Maintenance	Equipment Condition Audits	<ul style="list-style-type: none"> <li>The Equipment condition audits are the foundation for understanding liability with the asset's equipment. Since equipment replacement is expensive and has long lead times for equipment, staying ahead of the curve with proactive budgeting and replacement strategies increases a properties business continuity effectiveness and tenant retention.</li> </ul>
Technical Operations and Maintenance	Facility Supervisor Services	<ul style="list-style-type: none"> <li>Compliance service management</li> <li>HVAC maintenance</li> <li>Lighting maintenance and replacement</li> <li>Generator periodical operation</li> <li>CEERS plan filing</li> <li>Equipment Condition Audits and Management</li> <li>Plumbing maintenance and repairs</li> <li>Routine Inspections and performance checks</li> <li>Vendor Management</li> <li>Project Scope Development</li> <li>Project Management</li> </ul>

## Standard Operating Procedures

Commercial Maintenance Management Services follows industry standards, maintaining a policy manual, documented procedures and work instructions.

Below is an overview of how our Internal Controls relates to the internal clients (employees), external clients, and contracts.

### Scalability

CMMS has recognized that client requirements constantly change, influential factors such as the environment, politics, legal, and financial aspects all can impact a building where employees work. In addition to this, the services which allow a building to function without failure are also impacted, and therefore modernization is becoming more critical to provide clients with further efficiencies, rationalization, standardization, and cost saving innovations.

Integrated Facilities Management allows clients to enjoy an efficient and cost-lean approach to building management services. CMMS has carefully crafted its services menu to meet this approach, and its fluidity allows partnerships to be created with providers who strive to exceed expectations, just like CMMS.

CMMS is an experienced, tier one facilities management service provider. We utilize experts within sub facilities management sectors such as design and build projects, elevator maintenance, UPS maintenance, janitorial services, and catering services just to name a few. Whatever the sub sector, CMMS can apply procurement skills along with FM experience and knowledge to contract with the partners who will meet the requirements set.

### Procurement

CMMS's Procurement Department has developed innovative strategies which deliver continual cost reductions, efficiencies, and partnerships with both the supply chain and clients. We have experience working with the City of Emeryville and understand the process of systems and how to make them work cohesively.

The CMMS Procurement Department consists of employees who focus on all sub sectors of facilities management for CMMS to deliver a one contracted team approach. CMMS regards all subcontractor services as CMMS's own services to ensure standards are consistently met and that clients can happily regard CMMS as their single point of contact.

As an integrated facilities management provider, CMMS can effectively manage all relevant building services to ensure safe buildings, a comfortable working environment, and ultimately a satisfied client who suffers no facilities management related hassle.

### Accountability

Accountability provides unambiguous determination of responsibility, while ownership ensures staff take pride while delivering services. Below, we have listed the key quality control personnel for this contract and their roles.

## Safety Compliance and Inspections

CMMS has developed and implemented a comprehensive Health, Safety, and Environmental program. This program relies on employee and management commitment to ensure a safe and healthy workplace.

CMMS's focus is on the identification and control of hazards, elimination of injuries/illnesses, and damage to equipment and property, while protecting the environment and the public whenever they may be affected by the company's work.

CMMS has a "Safety First" policy. To meet the goals of providing a safe and healthy workplace, we employ various tools including site-specific program development including training for project management, supervisory personnel and contractors, site-specific and compliance requirements and standards, weekly progress meetings, contractor program review, and site safety appraisals.

### Safety Concepts

CMMS Health, Safety, and Environment representatives will ensure staff complies with the following CMMS policies (City of Emeryville policies will also be followed):

- Training – Each employee is provided with a formal safety orientation, which will cover all areas of safety.
- Health, Safety, and Environment Manual – All staff are issued with manuals and instructed on its use.
- Personal Protective Equipment (PPE) – All staff are provided with PPE and trained in its use to ensure their safety when performing tasks involving hazards.
- OSHA Regulations, Local Requirements, and Guidelines – To ensure the safety of personnel, all activities will be carried out in accordance with OSHA. We strive to maintain a workforce that abides by all relevant regulations. This protects our staff and our clients.
- Work Equipment Policy – A system is established to ensure that all tools being used are suitable for its task, well-maintained, and safe to use.
- Lockout/Tag Out Procedures – Lockout and tag out procedures will be established to safely isolate all electrical, mechanical, emergency and plumbing systems while being serviced.
- Signage – Utilization will be made of site signage to highlight dangers and warnings.
- Auditing – Site auditing will take place at scheduled intervals to ensure activities are conducted in a safe manner.
- Subcontractors' Environmental Health and Safety – Subcontractors are required to perform all tasks in accordance per OSHA, CMMS, and client relevant regulations.
- Safety Data Sheet (SDS) - CMMS has developed a program for the ongoing monitoring and automatic updates of SDS sheets for OSHA HazCom requirement. Through our partner SDS online, our CMMS employees will have access to our SDS database that allows our site to automatically be updated with the latest safety sheets. This is a web-based system that is constantly updated by our independent experts.

## **Health and Safety Management**

- Hazardous Driving Conditions
- Lockout/Tagout
- Influenza Prevention (Microlearning)
- General Safety Orientation
- Confined Space Awareness
- HVAC Safety Considerations
- Fall Protection
- Electrical Safety / NFPA 70E - Arc Flash
- Ladder Safety
- Slips, Trips and Falls
- Personal Protective Equipment
- Hand and Power Tool Safety

CMMS has developed and implemented a comprehensive environmental, health, and safety program for all client contracts, where applicable.

CMMS and our subcontractors will follow the agreed upon health and safety procedures as per ISO standards and OSHA regulation. Further information regarding CMMS's safe working practices and concepts can be found in Section 5 – Health & Safety.

The CMMS Contract Manager will be the first point of contact for all health, safety, and environmental matters. If further advice or support is required, this will be escalated to the necessary levels under the CMMS Health, Safety, and Environment Director's remit.

Health and safety audits and compliance checklists will be uploaded into the Maximo system when relevant and required. Further compliant measures can be arranged to ensure that buildings are working safely and in line with expectation. Relevant reporting will be included in service reports and monthly reviews.

CMMS and relevant subcontractors will agree and sign master service agreements to ensure all health and safety related tasks, measures, and actions are being taken when on-site at all client locations.

During phase one, CMMS will take note of any building and workplace risks to ensure correction. Our objective is to maintain a fit building for purpose and occupation. Ongoing workplace risk assessments can be completed at all buildings within the portfolio to ensure safe working environments for all client employees and visitors.

### **Contract Delivery Personnel**

The CMMS Contract Manager and Onsite Building Facility Supervisor already assigned to the site will continue to perform services and support.



## CMMS Benefits Management

CMMS uses ADP to manage the administration of payroll and benefits for all employees. Our experience as facilities managers provides us with the background to expertly manage this multi-faceted process. We will strive to be transparent in our dealings, routine in our reporting and concise with our communications to ensure seamless operations.

### ADP

CMMS has partnered with ADP, which provides integrated HR services and assists with training. The partnership with provides our employees and managers access to TotalSource University, a learning management system, offering numerous training programs.

Skills assessment and development training for technical staff is accomplished through relevant online training modules within and monthly Health & Safety Toolbox talks. This is where technicians are put in 'real-life' scenarios and score on their ability to resolve situations. The development training allows CMMS employees to be able to respond to internal and external health and safety risks.



Employees enroll in classroom-based instruction, virtual instruction-based training, and self-paced online classes. Some training modules include OSHA 10 or OSHA 30, General Industry Outreach, Action Planning Training for Managers, Conflict Management, Machine Guarding, and Warehouse Safety. CMMS also has a dedicated Risk and Safety Consultant available to conduct in-person training.

A record of training is established for each individual employee and held centrally in personnel files. These are continually updated throughout the lifecycle of an individual's employment to provide an auditable trail of their training and development.

CMMS holds copies of each employee's license as relevant to perform his/her job functions. We send alerts to appropriate personnel prior to expiration of certifications/licenses to allow enough time for the individual to obtain renewal and/or receive any additional training required.

Management is responsible for the continual monitoring of staff training and development through performance appraisals and review procedures. Management will also provide the necessary assistance and encouragement to ensure that objectives are met, procedures are followed, and that staff fulfillment needs are being achieved. Any gaps in the basic skills of the employee to undertake his/her full duties are identified during the continual monitoring processes.

Monthly safety training, as required by OSHA, is also provided via our online training platform. Please see below for examples of training courses that will be required of the on-site employees:

### Additional Training

As part of CMMS's mobilization process, we will cross-reference the equipment on-site with the employees' capabilities to determine if additional training is necessary. We will also ensure all employees

are cross trained. CMMS strongly believes that cross training is important in a multi-building set-up as this provides additional support and coverage for emergencies.

Based upon the on-site equipment, CMMS may request to bring in manufacturer representatives to provide on-site specific training. This would be mandatory if we had new equipment installed. CMMS also works with BMS providers to ensure training is done annually with our on-site teams, as software and technology are always evolving.

## **Technical Approach**

The on-site team will receive complete support, execution and supervision from our management teams located at our Los Angeles, San Francisco, and our Parsippany, New Jersey headquarters. The successful implementation and operation of the building Facility Supervisor contract is of utmost importance to all within the CMMS Group.

The management team leads the workforce and exceeds the goals of the contract requirements. The team brings recommendations for improvements to the table with a well laid-out plan for implementation.

Management meets the health and safety requirements and ensures that all staff have the necessary personal protection equipment issued and are adequately trained to perform their duties in a safe manner.

CMMS management identifies all hazardous materials in accordance with policies and regulatory requirements. Staff and subcontractors are properly trained on all the hazardous materials they meet.

MSDSs are kept on-site, which are available to all staff for reference. CMMS will conduct regular toolbox talks with the on-site team and annual site safety audits.

The following corporate support and in-house resources are available to support this contract with City of Emeryville:

- Code compliance & risk management
- Energy management
- Contract mobilization
- Quality control
- Training
- Human resources
- Environmental health & safety
- Procurement/purchasing

## Proposal Exhibit A – Bid Prices & Rates

CMMS shall employ (1) Facility Supervisor for 40 hours per week in the City of Emeryville. The fixed monthly fee for CMMS's Facility Supervisor as described within this proposal is:

Year 1 – **\$ 27,000.00 per month**. This price is firm from 7/1/2025 through 6/30/2025. (\$324,000 annually)

**\$500,000.00 per year**. We have onboarded vendors to support the City of Emeryville. This cost allowance is to manage vendors in support of The City of Emeryville.

Year 2 - **\$ 28,000.00 per month**. This price is firm from 7/1/25 through 6/30/2026. (\$336,000 annually).

**\$500,000.00 per year**. We have onboarded vendors to support the City of Emeryville. This cost allowance is to manage vendors in support of The City of Emeryville.

### Assumptions:

CMMS's pricing is based upon a July 1, 2025, continuation date and includes:

- Employee Background Checks
- Payroll
- Federal and state payroll taxes
- Insurance
- Standard basic PPE
- Cellphone
- Truck - \*fuel not included and will be billed monthly; truck will be used for this contract only.
- Overheads and profit

Pricing is for straight time 40 hours per week and does not include, Computer Maintenance Management System software, tools (other than standard hand tools), supplies and fuel.

### Clarifications:

- Paid time off i.e. vacations, sick leave, and holidays are included in the pricing and paid for by the client. Backfilling for absences in excess of 2 days such as vacation, sick and holiday time have been included and are not at an additional cost.
- Paid time off such as vacations, holidays, sick leave, jury duty, and bereavement leave are included.
- Pricing does not include overtime which is billed as incurred when approved in advance
- Cell Phone and service is included.
- Uniforms are included.
- Only fuel used for City of Emeryville business will be billed. This will be invoiced separately.

## Proposal Exhibit A – Additional Work Rates/Subcontractor Services

- All supplies, materials, tools, and sub-contract agreements shall be furnished at a cost-plus fee of 10% not to exceed the amount determined by the City of Emeryville.

Hourly Billing Rates for Facility Supervisor position:

	<i>Year 1</i>	<i>Year 2</i>
<i>Regular Time</i>	\$150.00	\$160.00
<i>Overtime (1.5x) Over 8 hours, Holidays and Saturday</i>	\$225.00	\$240.00
<i>Double Time (2.0x) After 10 Hours per day and Sundays. If there is no 8 hour break in between shifts, the following shift shall be all double time.</i>	\$300.00	\$320.00

Base Hourly Billing Rates for other trade positions:

Trade	<i>Year 1</i>	<i>Year 2</i>
<b><i>Carpenter and Flooring Rate</i></b>	<b>\$140.00</b>	<b>\$150.00</b>
<i>Overtime (1.5x) Over 8 hours, Holidays and Saturday</i>	\$210.00	\$225.00
<i>Double Time (2.0x) After 10 Hours per day and Sundays. If there is no 8-hour break in between shifts, the following shift shall be all double time.</i>	\$280.00	\$300.00
<b><i>Painter</i></b>	<b>\$120.00</b>	<b>\$130.00</b>
<i>Overtime (1.5x) Over 8 hours, Holidays and Saturday</i>	\$180.00	\$185.00
<i>Double Time (2.0x) After 10 Hours per day and Sundays. If there is no 8-hour break in between shifts, the following shift shall be all double time.</i>	\$240	\$260.00

## Proposal Exhibit C - Sample Documentation

CMMS will implement a quality auditing program to monitor services at the facility. CMMS measures its quality management performance by monitoring information relating to customer perception, internal audit, and monitoring and measurement of process. CMMS collects and analyses appropriate data to demonstrate the stability and effectiveness of the quality management system for continual improvement including both corrective and preventive actions. Sample checklist.

Maintain Fire Sprinkler inspection reports onsite
Fire Sprinkler risers are properly labeled for 5-year and annual inspections
Fire hoses removed in fully sprinklered building as applicable
Maintain Fire Device inspection reports onsite
Fire Pump run logs
Document daily Rounds
Perform Chiller Logs
Pass down logs performed
Refrigeration logs – Created by Facility Supervisor but to be maintained and completed by vendors
OSHA 300 Log posted onsite
Worker's Compensation Poster installed
Back flow inspection reports onsite
Ladder inventory inspections and logs
Fire Extinguisher Inventory and check off list for monthly service
Perform elevator fire recall and emergency phone testing in house with proper documentation due to sporadic service from elevator vendors
Maintain key lock box onsite with key check out log and proper key inventory reconciled monthly.
Proper demarcation on roof top edge safety painting or striping.
All skylights are protected with either hard barricades or safety cones and tape to limit adjacent access.
All steps have first and last rung markers
Verify that all master keys and or key cards reside in the Knox Boxes
Post emergency plans and maps to transport injured personnel to the nearest hospital and clinic.
Create and document first aid inspection stations
Create and document emergency plans and decision trees for emergency responses to typical scenarios.
Ensure all rooftop access is properly locked and not accessible to the public
Ensure all fire riser valves are chained with breakaway locks
Place a detailed site map in the FACP room or panel or adjacent location to ensure that all hazards and shutoffs are documented for easy location by emergency responding personnel.

Post fire alarm monitoring company information and passwords at the panel locations
Verify call tree for fire alarm response to be current and accurate. Call trees should include home and cell phone numbers. Call trees should require that a person from Supervision staff and property management be contacted and acknowledge response.
Establish a group messaging system to communicate like the "Slack" app to communicate during emergencies or natural disasters.
Fire Riser valves chained on
Domestic Water sourced chained to the "ON" position
Fire Sprinkler Water source chained to the "ON" position
Gas Earthquake valves installed
Knox box keys verified
Site map for shut offs placed in FCC
Single Line Electrical drawing posted at MSB location
Isolation mat for MSB
Generator permits posted at equipment
Hazmat spill kit onsite
Hazmat Manifest onsite if applicable
Blood borne pathogen kit
Log out tag kit
Emergency Lighting Inspection form complete and onsite
Fire Extinguisher location map and sign off sheet
Properly secured lock box onsite to house site keys. Only a badge or front door non-master key allowed offsite
Key Inventory for all staff onsite on file
Property key inventory for all keys onsite
Vendor Key check out log posted onsite
Verify that all stairwell access locks are keyed to MASTER KEY
Verify that Call Tree for Fire Alarm call out is updated quarterly
Verify that Call Tree for Fire Alarm requires both Facility Supervisor and property management notification
Verify that all staff have "EMERGENCY RESPONSE BINDERS" in possession
Create Emergency Vendor spreadsheet with all contact information including after-hours contact information
Emergency Preparedness Plan on file
Emergency Phone available and or posted onsite
Hot work program with permit tags
Fire Impairment program with permit tags
Flammable Storage cabinet
Secondary containment for chemicals as applicable

## Proposal Exhibit D -Statement of Qualifications.

### Executive Summary

Commercial Management Services (CMMS) is an innovative facilities management company, head quartered in Pleasanton, California. CMMS was established in 2022, a family-owned business.

CMMS believes in providing our clients with customized and dedicated services as opposed to a “one size fits all” approach.

CMMS has diverse capabilities and longstanding experience to deliver facilities management services with the added support and financial stability.

CMMS mission is to provide value through the customized solutions built from expert ideas and service. CMMS’s business is Business Continuity, Services, Support, Sustainability, and Scalability.

CMMS has evolved through the years to serve the private and public sectors and has a strong reputation for strong organic growth in facilities management. As a privately-owned company, the CMMS goal is to deliver and please our customers in all aspects of workplace services and utilize our methods and continue our expansion worldwide.

## CMMS History

CMMS was founded in 2020 but started in 2004 with Peak Performance Management, LLC (PPM) by Alberto Giannecchini, the current owner. Commercial Maintenance Management Services starting in 2020.

Alberto Giannecchini began his career in the field in 1997 as a Local 104 Sheetmetal worker performing Test, Adjust, Balance of air and water systems along with HVAC commissioning and validation. Alberto Giannecchini created his first facilities maintenance services company PPM in 2004 working for Johnson and Johnson. Alberto also acquired his California Real Estate Salesperson license in 2004 and Brokers license in 2010.

After years of consulting, real estate sales and leasing, Alberto became a chief engineer with Able Facility Supervisor serving as a chief engineer for 11 years starting in 2011. In 2022, Alberto became the Facility Supervisor account manager for George S. Hall (GSH). While he managed a multitude of buildings, his core responsibility was the City of Emeryville Facilities Service contract. Alberto served as the GSH account manager for 3 years managing the City of Emeryville Site for Facilities Services.

Today, CMMS provides facilities services across the San Francisco Bay Area allowing the company to focus on customer needs and not be overwhelmed with a large portfolio or cumbersome corporate structure.

We are a small local business supporting small local companies. There is executive suite management or shareholders to influence our business by supporting clients.

CMMS has a strong reputation with steady growth in the building operations and maintenance management fields. The company has diverse capabilities and experience to deliver facilities services to large, multifaceted portfolios with the added support, financial stability, and comfort of global technical expertise that gives security to the client.

As a privately-owned company, CMMS makes decisions based on client relationships. Our goal is to serve our customers by managing the facility while clients focus on their core responsibilities. CMMS has a strong heritage with family culture in property ownership and maintenance of assets with pride of ownership as a driving force. CMMS ensures service delivery is our key primary goal.



## CMMS Structure

CMMS continues to grow organically by utilizing a combination of people who have the required experience, intelligence, and specific skills to serve clients with effective service delivery. The CMMS management team is responsible for implementing innovative strategies to ensure all clients are satisfied. They have a responsibility to clients and therefore management team members can be reached by any client to ensure we strive to exceed expectations, which ultimately grows and changes continuously.

CMMS Headquarters is in Pleasanton, California. All services are managed from the Pleasanton Headquarters.



Alberto Giannecchini, an experienced professional with 25+ years in the facilities management industry, is CMMS in the San Francisco Bay Area. Alberto is responsible for technical account management and expanding CMMS's Facility Supervisor services in San Francisco and the surrounding Bay Area.

Alberto has extensive knowledge in the facilities management and Facility Supervisor maintenance industry. Throughout his career, he has managed HVAC systems for large, complex facilities including hi-technology (semi-conductors) and life sciences. Alberto has overseen maintenance, construction, and BMS operations in coordination with the Food & Drug Administration (FDA) and European Union. For the past twelve years, he has been a stationary Building Chief Engineer with Local 39 of the I.U.O.E, managing high-rise real estate for life science manufacturing. Additionally, Alberto has experience negotiating early lease terminations, building sales, and property restorations for several large real estate companies. Most recently, Alberto has been busy in the Bay Area working as an Engineering Manager to maintain a portfolio of properties totaling over 3 million square feet.

Alberto attended Foothill College, where he graduated from the first California accredited apprenticeship program in 2002. He also pursued a career in residential real estate from 2004, during which the team-maintained bank-owned properties, averaging an inventory of approximately 75 units at any given time.

Alberto secured his California Broker's incense in 2010. He continues to maintain his California Bureau of Real Estate Broker license.

## **CMMS Project Experience: Facility Maintenance Supervision Services in various scales**

### **Cushman and Wakefield, San Francisco Bay Area**

What began as a small family business in New York more than 100 years ago, is now a leading global real estate services firm that delivers exceptional value for real estate occupiers and owners. Our iconic brand and approximately 53,000 people operate across approximately 400 offices in 60 countries. And from Silver Court in Shanghai to the Sears Tower in Chicago to all that comes next, our clients are at the center of all we do.

CMMS provides mobile Facility Supervisor services to Class A Office and other spaces spread across approximately Cushman and Wakefield's portfolio in the San Francisco Bay Area.

**Noemi Campa** | [noemi.campa@cushwake.com](mailto:noemi.campa@cushwake.com) | **Office: 925-627-2887**

### **SRM Associates, San Francisco Bay Area**

SRM Associates is a private real estate investment, management, and development firm based on the San Francisco Bay Area focused on West Coast markets.

CMMS is contracted with SRM Investments to deliver building operation, maintenance services, construction oversight to their portfolio in the San Francisco Bay Area.

CMMS provides on-site coverage delivering building operations and maintenance services to maintain the building equipment, responding to tenant requests, as well as provision ancillary services.

CMMS is also responsible for the daily operation of HVAC equipment including but not limited to:

- Central chiller plant operations
- Boiler Plant operations and piping
- Domestic hot water systems
- Plumbing and electrical

As part of our contract, we source and manage subcontractors, provide fire pump test and daily steam station inspections, perform general handyman work (i.e. lighting, plumbing, light carpentry, etc.).

**Steve Meckfessel** | [Smeckfessel@srmassociates.com](mailto:Smeckfessel@srmassociates.com) | **510-610-6062**

## GS Management – San Francisco Bay Area

GS Management Company, founded in June 1990, is a full-service commercial property management company servicing the Bay Area. With several million square feet of commercial properties under management, GS Management Company has an extensive background in implementing creative and effective solutions to complex real estate matters. The principal strength of GS Management Company is its ability to direct and manage resources, to enhance property values for its clients, to establish positive relationships with clients, tenants, and vendors. The GS Management Company professional property management team combines extensive property management and financial expertise to design effective and creative solutions for specific ownership requirements.

GS Management Company can manage properties throughout the Northern California Bay Area. GSMC has managed properties or owners associations in the following locations: Alameda, Berkeley, Cupertino, Elk Grove, Emeryville, Fremont, Hayward, Larkspur, Livermore, Los Gatos, Milpitas, Mountain View, Oakland, Palo Alto, Pleasanton, San Francisco, San Jose, San Leandro, Richmond, San Ramon, Santa Clara, Saratoga, Sunnyvale, and Union City.

GS Management Company offers professional property management skills with detailed financial reporting capabilities, a skilled Facility Supervisor staff, and creative marketing expertise.

- HVAC systems
- Plumbing and electrical systems
- General maintenance of equipment
  - Building Fixtures
  - Air handler units
  - Plant pumps
- On-demand/reactive maintenance
- Construction Management

**Beverly Howell | [bhowell@gsmanagement.com](mailto:bhowell@gsmanagement.com) | 674 Sonoma Dr, Pleasanton, CA 94566**  
**O: 925-596-1771**

## City of Emeryville (Facilities) – San Francisco Bay Area

Commercial Maintenance Management Services is currently serving the City of Emeryville, holding a contract to project manage the City of Emeryville Civic Center BMS, Boiler skid and Air handler replacement project. From February 2022 until April 2025, Alberto Giannecchini serviced the City of Emeryville Facilities as both an account manager and onsite technician performing a varied amount of maintenance and construction related activities. The following projects were managed or self-performed by Alberto Giannecchini.

- Civic Center HVAC systems replacement

- Early Childhood Development Center – Cabinet, plumbing upgrade and interior paint project
- Marina Lift Station – New Generator Installation
- General maintenance of equipment
  - Building Fixtures
  - Air handler units
  - Plant pumps
- On-demand/reactive maintenance
- Construction Management Oversight and Consulting

**Mohamed Alaoui | [mohamed.alaoui@emeryville.org](mailto:mohamed.alaoui@emeryville.org) | 1333 Park Ave, Emeryville, CA 94609  
O: 510-596-4330**

### **Oroville Professional Plaza (Facilities) – North Sacramento Area**

Commercial Maintenance Management Services is currently serving the Oroville Professional Plaza, holding a contract to property manage the site and manage all leases and contracted services after a successful remodel program that started in 2012. Starting in 2012, CMMS remodeled the entire 23-unit 20,000 SF professional services facility.

The facility was demo'd down to studs with all new plumbing, electrical, HVAC, drywall, insulation and finishes. Alberto Giannecchini also performed onsite technician work to perform repairs and other maintenance activities. CMMS has maintained less than 2% vacancy rate for the property since 2015.

**Rossana Giannecchini | [rossanag@comcast.net](mailto:rossanag@comcast.net) | 2858 Olive Highway Ste D, Oroville, CA 95965  
O: 510-537-0417**

## Proposed Candidate

### Candidate #1 – Account Supervisor and onsite manager

#### **Alberto Giannecchini**

Pleasanton, CA 94566

Mobile (510) 828-1957

Email [Alberto@CMMSCA.com](mailto:Alberto@CMMSCA.com)

#### **SUMMARY**

I am a versatile leader, who possesses excellent planning, coaching and problem-solving skills with an ability to motivate staff and build teams. My expertise includes Planning, Project Management, Engineering Review, Business Continuity, Business Development, Negotiations, Budgeting, Forecasting, HVAC System commissioning and enhancement. I strive to find out of the box solutions to problems that have been disruptive to client's businesses. I plan and manage buildings for the future with the goal of avoiding problems in the present.

#### **Work History**

ENGINEERING MANAGER, COMMERCIAL MAINTENANCE MANAGEMENT SERVICES – San Francisco Bay Area, Greater Chico Area and Sacramento Area– February 2022 TO PRESENT

- Principle of Commercial Maintenance Management Services.
- Please visit our website [www.CMMSCA.com](http://www.CMMSCA.com) for a range of services offered.
- Performed site audits and evaluations for asset preservation and improvement projects

REGIONAL ENGINEERING MANAGER, GEORGE S. HALL GROUP - Bay Area and Sacramento – February 2022 TO PRESENT

- Manage 30 Union Local 39 Building and Non-union Stationary Engineers to service 2,000,000 SF of commercial class A office, laboratory and residential
- Performed site audits and evaluations for asset preservation and improvement projects
- Conducted Sales and Service functions to increase market share
- Developed standardized forms and organization methods to assist field staff in day-to-day operations.
- Assist clients with site audits, sequence of operation changes, project scoping, 10 CAPx planning, OPx savings, business continuity planning and staff emotional intelligence development.

PRINCIPLE, MIJOSA - Hayward CA - October 2021 to February 2022

- Purchased company and developed business plans, marketing strategy, sales plan, money raising pitch deck and conditional use permit to do business in Hayward CA.

CHIEF ENGINEER, ABLE SERVICES - EmeryStation for Wareham Development – April 2017 TO October 2021

- Managed 9 Local 39 Building Stationary Engineers to service 2,000,000 SF of commercial class A office, laboratory and residential
- Evaluate deferred maintenance to remedy issues in a progressive approach based on risk/cost management.
- Performed Tenant Improvement project design review and oversight for all trades. (Arch, Mech, Elect, Plumb, Structural...)
- Design and manage major multi-million-dollar infrastructure improvement projects.

- Specify equipment standard for new high-rise construction
- Multiple chiller plant upgrade projects
- Implemented Business continuity parts inventory ordering and parts management

CHIEF ENGINEER, ABLE SERVICES - 444 Castro Street and 399 El Camino Real Mountain View for the Swig Company - February 2013 TO April 2017

- Serviced 300,000 SF of commercial class A office with 1 engineer.
- Reviewed and restructured the entire maintenance PM annual plan to eliminate deferred maintenance and reduce previously required overtime.
- Designed and multiple major infrastructure improvement projects. Pony chiller, expansion of chiller plant service, property main switchgear replacement, reduction of energy costs through staging of equipment through BMS schedule modifications.
- Project managed TI improvements which included Asbestos abatement.

CHIEF ENGINEER (temp), ABLE SERVICES - Parkside Towers for Harvest Properties - October 2012 TO January 2013

- Managed Engineers services for 500,000 SF of commercial class A office and 250,000 SF of parking garage.
- Evaluated deferred maintenance to remedy issues in a progressive approach based on risk/cost management.

PRINCIPLE HAVOC HOLDINGS, LLC – Castro Valley, CA – October 2012 to March 2015

- Purchased 5-unit apartment building
- Performed all maintenance and upgrades on the property for a day-to-day operations perspective
- Completed a condo-conversion project including the creation of an HOA for the property
- Sold the property in 2015

BROKER ASSOCIATE – EXP REALTY CA - San Francisco Bay Area – June 2012 TO August 2021

- Operated as a salesperson for retail listing and purchasing of residential listings.
- Assisted sellers with rehabilitation and remodeling of homes.

CHIEF ENGINEER, ABLE SERVICES - Gateway Campus Project for Boston Properties - September 2011 TO August 2012

- Managed 5 Building Engineers to service 750,000 SF of commercial class A office and 500,000 SF of parking garage
- Revised documentation management system and brought facility into compliance requirements
- Coached and mentored staff to achieve maximum efficiency to overcome deferred maintenance and provide increased customer service.
- Evaluated and modified existing systems to improve BMS control functions while reducing operational costs.
- Evaluated deferred maintenance to remedy issues in a progressive approach based on risk/cost management.

ENGINEERING MANAGER, BIOMED REALTY - San Francisco Bay Area Properties - September 2010 TO July 2012

- Managed 3,000,000 SF of commercial class A office
- Revised documentation management system and brought facility into compliance requirements
- Coached and mentored staff to achieve maximum efficiency to overcome deferred maintenance and provide increased customer service.
- Evaluated and modified existing systems to improve BMS control functions while reducing operational costs.
- Evaluated deferred maintenance to remedy issues in a progressive approach based on risk/cost management.

PRINCIPLE – WEST CABINETS, INC - Hayward CA – May 2012 TO December 2012

- After the passing of Franco Giannecchini (owner/operator), I operated the business to complete contract requirements, close contracts and close the business.

CALIBRATIONS MANAGER, REAL ESTATE LEASE TERMINATION AND PROJECT MANAGER – JOHNSON AND JOHNSON – Mountain View, CA – June 2007 to December 2009

- In June 2007, I was converted from a contractor to a full-time employee for Johnson and Johnson performing all the functions previously contracted for under Peak Performance Management.
- Performed the early lease termination of 4 buildings with the ALZA portfolio.
- Project scoped and managed lease restoration requirements for a 50,000 SF building in Sunnyvale, CA, resulting in demolition of the building's interior to cold shell condition and building back with a full interior buildout.
- Performed building sale tours for Johnson and Johnson to show function aptitude of the properties.
- Scoped and project managed \$12 million dollars of building repairs and restoration requirements for dilution of Alza Corp Real Estate holds both owned and leased.
- Performed leasing tours for landlords that agreed to early lease terminations with no restoration requirements for 6 months as part of the early lease termination agreement.

BROKER ASSOCIATE – THE MERCURY ALLIANCE - San Francisco Bay Area – June 2006 TO August 2010

- Our team managed 60 to 90 Bank Real Estate Owned listings at any given time.
- Performed all duties related to cash for keys, rehabilitation and remodeling of homes, property management and retail sales

PRINCIPLE – PEAK PERFORMANCE MANAGEMENT - San Francisco Bay Area– August 2004 TO August 2012

- Managed 13 facilities regarding calibration and facility maintenance services for commercial class A office, pilot plant and lab environments.
- Revised documentation management system and brought facility into compliance requirements
- Coached and mentored staff to achieve maximum efficiency to overcome deferred maintenance and provide increased customer service.
- Evaluated and modified existing systems to improve BMS control functions while reducing operational costs.

- Provided consulting services for clients to work through City Conditional use permits, tenant improvement builds and daily operation

DEPARTMENT MANAGER – MESA3 (Mechanical Environmental Services and Analysis) - San Francisco Bay Area– August 1997 TO August 2004

- Managed 13 technicians regarding Air and Water Balance as well as HVAC Commission.
- Managed \$1.2M contract to perform cGMP calibration and facility maintenance services for commercial pharmaceutical pilot plant, vivarium and lab environments.
- Revised documentation management system and brought facility into compliance requirements
- Coached and mentored staff to achieve maximum efficiency to redesign HVAC systems that were not performing to design specifications.
- Evaluated and modified existing systems to improve BMS control functions while reducing operational costs.

California Broker Real Estate License CA BRE# 01459288



## Candidate #2

### Castro Valley, CA 94546

#### SUMMARY

I am a versatile Chief and Leader, who possesses excellent planning, coaching and problem-solving skills with an ability to motivate team members. Strengths include planning and executing projects, Facility Supervisor, out of the box ingenuity, resourcefulness, custom metal fabrication, Industrial maintenance, General construction/ plumbing/ electrical/ concrete, and framing. Diagnosis/repair of pumps and motors as well as instrumentation and PLC experience. I have excellent customer service and interpersonal skills.

#### CERTIFICATIONS

- 608/609 CFC Refrigeration Certification
- CWEA Mechanical Technologist Grade 3 Certificate
- CWEA Instrumentation Tech Grade 1 Certification
- High Rise Fire Safety Director
- Fire pump certified (diesel and Electric)

#### WORK HISTORY

##### CHIEF ENGINEER, STADIUM TECH CENTER CAMPUS, SANTA CLARA AND MENLO PARK

October 2024 - Current

- Day-to-day maintenance for 3 High Rise and 3 low rise buildings as well as Full-service tenants.
- Supervision of 2 stationary engineers
- Manage vendors for Maintenance and repairs as well as TI work
- Review TI scopes and assist management with buildouts.
- Review service agreements and procure proposals for building services.
- High Rise Fire Life Safety Director and Fire Pump Operation license

##### CHIEF ENGINEER, MISSION CITY CENTER CAMPUS, SANTA CLARA

May 2023 to October 2024

- Day-to-day maintenance of 2 high rise buildings as well as Full-service tenants.
- Supervision of 1 stationary engineer
- Manage vendors for Maintenance and repairs as well as TI work
- High Rise Fire Life Safety Director and Fire Pump Operation license

##### PLANT MAINTENANCE SUPERVISOR, CITY OF SAN LEANDRO

December 2018 to May 2023

- Manage 9 maintenance personnel in a 7-20 MGD wastewater treatment plant in a 24/7 environment.
- Oversee maintenance on sanitary and storm lift stations as well as East Bay Dischargers Authority Force main from USD to San Leandro (49 Miles of pipe up to 96") and The Dichlorination

Candidate # 3

Summary

Multi-faceted and safety-conscious professional, committed to pursuing a career in the maintenance/utility field, with over 20 years of solid experience in a technically oriented business with strong understanding of safety in equipment operations. Highly skilled and disciplined individual technically inclined with a proven ability to handle equipment operation and recognized ability to plan, organize, and coordinate priorities in an expedient manner. Analytical and strategic thinker able to diagnose simple and complex issues while executing practical solutions.

Qualifications

- California Commercial Class B License with Air Brake and Tanker Endorsement
- Familiar with EMS/BMS and tracer systems
- Maintenance and repair of sewer lift stations, water reservoirs, pump houses
- Shop Lead Mechanic and Foreman experience
- GMP standards, regulations, and code
- Familiar with the operation and maintenance of treatment facility process equipment
- Interpret drawings and follow specifications to complete work orders
- Health and Safety Regulations
- Proficient in welding, brazing, fabrication with several types of metals
- Daily Operations Management
- Strategic Planning
- Leadership and Team Management
- Microsoft and computer proficient

Technical Training & Certifications

- EPA Universal HVAC
- NDT Level One Inspector
- Heavy Equipment Machinery Trained
- Forklift Certified
- Rigging Certified
- Fire Extinguisher Operations Certified
- CPR/First Aid Certified
- Hazmat and MSDS
- Confined Space Certified
- Fall Protection Certified
- Defensive Driving Course Certified
- Rough Terrain Forklift Certified
- CMSS Work Order Program
- California Distribution Operator Grade 2 Certification
- Overhead Crane Operator Certified
- Ladder/Backhoe Operator Certified
- Flagman Certified
- Toyota Factory Training

Employment History

<b>Building Engineer, CBRE at Johnson &amp; Johnson,</b> Redwood City, CA	11/2022 - Present
<b>Co-founder/Chief Maintenance Engineer, Mechanical Co.,</b> San Mateo, CA	11/2015 - 11/2021
<b>Utility Service Worker Mechanic, City of Hayward,</b> Hayward, CA	04/2013 - 11/2015
<b>Water Pollution Control Plant Mechanic, City of San Jose,</b> Santa Clara, CA	12/2008 - 12/2012
<b>Senior HVAC Mechanic, MP Mechanical/Electrical,</b> South San Francisco, CA	02/2002 - 12/2008
<b>Facility Maintenance Technician (Tank/skid), Genentech,</b> South San Francisco, CA	01/2001 - 01/2002
<b>Lead Heavy Equipment Mechanic, Forklift Industries,</b> Burlingame, CA	09/1995 - 02/2002

Education

**Institute for Business and Technology, HVAC School**  
**Career Training:** Commercial Refrigeration, Heating and Air Conditioning, 980 Hours of Lab/Theory, ROP training on internal combustion engines and mechanical theory

**Candidate # 4**

**Name**

**707-XXX-XXXX**

**XXXX@gmail.com**

**Objective:**

To secure a job with a team allowing the use of knowledge, experience, and ability to better the property and myself.

**Summary of Qualifications:**

Team leadership, print review, refrigeration design repair and maintenance, DDC / pneumatic controls, laundry equipment, boiler operation and repair, electrical, locksmithing, plumbing, brazing/soldering, steam operation & repair, metal fabrication, welding: Gas/Stick/Tig/Mig, project management, leed certification, fire pump/life safety testing and a thorough work ethic.

**Work Experience:**

**Paramount Properties:**

400,000 Sq. ft. Lead Engineer:

GSH Engineering. 2023-Present

Responsibilities: Mobile Route with multiple buildings. Vendor and crew management, building maintenance, electrical, plumbing, refrigeration, welding, locksmithing, telephone, kitchen equipment, pump/motor repair and replacement, DDC/pneumatic controls troubleshooting and repairs, HVAC, water treatment, carpentry, project design & management, re-commissioning of all mechanical fields, Life safety system: Notifier

**Walnut Creek Center:**

315,934 Sq. ft. Chief Engineer:

GSH Engineering. 2019-2023

Responsibilities: crew management, building maintenance, electrical, plumbing, refrigeration, welding, locksmithing, telephone, kitchen equipment, pump/motor repair and replacement, DDC/pneumatic controls troubleshooting and repairs, HVAC, water treatment, carpentry, project design & management, re-commissioning of all mechanical fields, Life safety system: Notifier

**Stoneridge Corporate Plaza:** 559,829 Sq. ft.

Chief Engineer: Able Engineering San Francisco, CA 2017-2019

Responsibilities: crew management, building maintenance, electrical, plumbing, refrigeration, welding, locksmithing, telephone, kitchen equipment, pump/motor repair and replacement, DDC/pneumatic controls troubleshooting and repairs, HVAC, water treatment, carpentry, project design & management, re-commissioning of all mechanical fields, Life safety system: E.S.T, Siemens.

**Adobe Systems:** 1,200,000 Sq. ft.

Chief Engineer: Cushman & Wakefield San Francisco, CA. 2013-2017

Responsibilities: crew management, building maintenance, electrical, plumbing, refrigeration, welding,

## Candidate # 5

Name  
Livermore, CA 94550  
Cell (925) 495-7231

### OBJECTIVE

To utilize my experience in HVAC, life safety, electrical, plumbing, general construction, project management and building operations in a Chief Engineer position.

### EXPERIENCE

#### **Mobile Engineer**, August 2024 to Present

*Cushman & Wakefield/ Citibank*

Perform timely routine operation, inspection, maintenance, and repairs all HVAC, mechanical, electrical, and plumbing equipment, and systems in assigned facilities. Performs inspections and repairs to assigned property interior and exterior areas, including walls and flooring, installed fixtures, roofing systems, lighting, etc. Ensure ongoing preventive maintenance and repair work orders on facility mechanical, electrical, lighting, and other installed systems, equipment, and other components. Perform assigned facility inspections and report conditions found. Assist vendors with HVAC equipment replacement and building management system installation projects. Assist Chief Engineer and other team members in completing tasks and work orders.

#### **Chief Engineer**, November 2003 to May 2024

*Able Engineering Services/Murphy Crossing*

Responsible for the operation, repair and maintenance of all HVAC equipment, fire life safety, security/card access and building automation systems. Provide the repair and maintenance of all electrical switchgear, electrical distribution equipment, emergency generator, trash compactor, elevators, plumbing fixtures, interior/exterior lighting, water treatment and locksmithing. Ensure completion of all work orders generated by the building occupants. Coordination and supervision of all sub-contracted work. Review T.I. project drawings and give recommendations. Assist property management in developing the budget for the site operating costs and capital expenses.

#### **Assistant Chief Engineer**, August 2000 to November 2003

*Able Engineering Services/Lucent Technologies*

Responsibilities include but are not limited to:

- Building operations - Provide service and maintenance of HVAC equipment, electrical, lighting, UPS, generator, building automation/energy management, security and life safety systems. Ordering of all parts and materials. Direct supervision of engineering crew.
- Project management - Examine customer requirements, verify scope, evaluate quotes, manage contractors, and ensure job completion and quality of work.
- Vendor management - Review contracts and invoices, issue work orders and inspect service/ installations of the following vendors: HVAC/refrigeration, electrical, life safety, locksmith, security/card access, painting, flooring, roofing, window coverings, shelving, fencing, dock doors and levelers.

#### **Route Engineer**, February 1999 to August 2000

*Able Engineering Services/Bank of America*

Responsible for the service and maintenance of all HVAC equipment, plumbing and electrical work at 16 Bank of America locations covering a truck route from Hayward to San Jose. Responsibilities include, but are not limited to; installation, maintenance and repair of each of the following: semi-hermetic and open-drive compressors, built up systems, evaporative condensers, hot water boilers, water chemical treatment, VAV systems, split systems, package units, air compressors, exhaust fans and energy management systems.

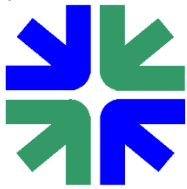
## List of Subcontractors

- CBF Electric
- Matrix Electric
- Long Electric
- L. J. Kruze plumbing
- Legacy Mechanical
- Platinum Services
- Bay Cities Pyrotechnics
- AAA Fire Protection
- San Francisco Elevator
- ESI Mechanical
- Sysco Controls
- Crane Pest Control
- Trane
- R&S Erectors
- Vortex Door
- Western Roofing
- Western Waterproofing
- Moran Roofing
- MSR Mechanical
- A-1 Septic
- Roto-Rooter
- Pipe Spy
- Cal Valley Painting
- Welker Brothers Flooring
- Backflow Prevention Specialists
- United Glass
- East Bay Glass
- Playgrounds
- United Fence
- Oliveria Fence
- Dryco
- American Asphalt

## Proposal Exhibit E – Proposed Service Agreement

CMMS has reviewed the sample maintenance agreement and is in agreement with terms of the RFP.

CMMS has reviewed the insurance requirements and can obtain the required insurance. Evidence of such is provided immediately following our Acknowledgment of Addenda.



# City of Emeryville

CALIFORNIA

## EXHIBIT B

### Contract Insurance Requirements

As used in this Exhibit B, Contractor refers to **COMMERCIAL MAINTENANCE MANAGEMENT SERVICES, INC.**

#### 1. MINIMUM REQUIREMENTS

Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work or Services required by the Contract hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage, as checked below:

##### 1.1 *Minimum Scope of Insurance*

Coverage shall be at least as broad as the latest version of the following:

- ☒ **General Liability**  
Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- ☒ **Automobile Liability**  
Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto) or if Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the General Liability Policy.
- ☐ **Professional Liability / Errors and Omissions**  
Written on a policy form specifically designed to protect against acts, errors or omissions of the Contractor wherein "Covered Professional Services" as designated in the policy must specifically include Services performed under this Contract.
- ☒ **Workers' Compensation and Employer's Liability**  
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.
- ☒ **Pollution Liability Insurance**  
Pollution Liability insurance for claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall

**City of Emeryville** | Contract Insurance Requirements (Exhibit B)  
REV 08/2020

include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks.

## **1.2 Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

☒ **General Liability**

☒ **All Contract Types**

**\$1,000,000.00** per occurrence and **\$2,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.

**OR**

☐ **Construction Specific**

**\$2,000,000.00** per occurrence and **\$4,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, and coverage for explosion, collapse and underground property damage hazards.

☒ **Automobile Liability**

**\$2,000,000.00** per accident for bodily injury and property damage.

☐ **Professional Liability / Errors and Omissions**

**\$2,000,000.00** per claim and aggregate.

☒ **Workers' Compensation and Employer's Liability**

Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000.00** each accident, policy limit bodily injury or disease, and each employee bodily injury or disease.

☒ **Pollution Liability Insurance**

**\$2,000,000.00** per occurrence and **\$2,000,000.00** aggregate.

Except for the professional liability / errors and omissions policy, defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the Parties required to be named as additional insureds pursuant to this Contract.

## **2. INSURANCE ENDORSEMENTS**

The insurance policies shall contain the following provisions, if checked, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions, if checked, to the insurance policies:



**City of Emeryville** | Contract Insurance Requirements (Exhibit B)  
REV 08/2020

☒ **General Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 or CG20 37, or endorsements providing the exact same coverage, with respect to the work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it; and (4) the insurance coverage shall contain standard separation of insureds provisions.

☒ **Automobile Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

☐ **Professional Liability Coverage**

Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three years after termination of the Contract.

**City of Emeryville** | Contract Insurance Requirements (Exhibit B)  
REV 08/2020

☒ **Workers' Compensation and Employer's Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

☒ **Pollution Liability Coverage**

(1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

**ALL COVERAGES**

Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

**3. NO SPECIAL LIMITATIONS**

The required insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

**4. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

**City of Emeryville** | Contract Insurance Requirements (Exhibit B)  
REV 08/2020

**5. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

**6. VERIFICATION OF COVERAGE**

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**7. SUBCONTRACTORS**

All subcontractors shall meet the requirements of this Section before commencing any work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

**8. REPORTING OF CLAIMS**

Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work performed under this Contract.

*Attach:*  
*Insurance Certificate and Endorsements*

## Previous Amendments

[ ... TO BE INSERTED ... ]