



City of Alameda, California

Request for Proposal for De-Pave Park Master Plan and 30% Design Located at the western side of Seaplane Lagoon and along the southern end of Monarch Street, Alameda, CA 94501

October 2022

Important Dates

| | |
|---|---|
| RFP Issued | Friday, October 21, 2022 |
| Mandatory Site Walk <i>10:00 am – meet at southernmost end Call (510) 508-0121 that day with any questions Site is also open to the public anytime</i> | Tuesday, November 2, 2022 |
| Proposal Due Date | Monday, November 14, 2022 at 5:00pm |
| Selection Interviews | week of November 28, 2022 |
| Final selection & negotiations by | Tuesday, December 20, 2022 |
| City Council Contract Award | Tuesday, January 17, 2023 |
| Project Start Date | Monday, January 23, 2023 |
| Master Plan & 30% Design Completion | Schedule to be negotiated and agreed upon by City |

RFP Questions due 11/4 with responses provided by 11/8 at 5:00pm

Contact:

Amy Wooldridge, Recreation and Parks Director
2226 Santa Clara Avenue, Alameda CA 94501
Phone: (510) 747-7570 / Email: awooldridge@alamedaca.gov

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INTRODUCTION AND BACKGROUND

The City of Alameda Recreation and Parks Department is seeking individuals, teams, firms, or a combination thereof, interested in providing landscape design and civil engineering services to create a Master Plan and 30% construction documents for De-Pave Park. This 12-acre future park is located on the western side of Seaplane Lagoon at the southern end of Monarch Street (Figure 1 and 2).



Figure 1



Figure 2

De-Pave Park is a 12-acre ecological park in which all existing concrete (from the former Naval Base airfield/runway system) is planned to be removed to create tidal wetlands and wildlife habitat. This park is located on the western side of Seaplane Lagoon at Alameda Point and was originally envisioned and described in the [Alameda Point Town Center and Waterfront Precise Plan](#). In the spring of 2020, the City conducted an input process with local key stakeholders, including representatives from the Alameda Wildlife Reserve, Community Action for a Sustainable Alameda (CASA), SF Baykeeper, the local paddling community, and Alameda chapters of the Golden Gate Audubon Society and Sierra Club. This group had thoughtful discussions about the purpose and design of the park, how to develop wetlands, carbon sequestration, and develop wildlife and aquatic habitat. The park is intended to create a tidal ecology system that adapts to sea level rise through inundation and includes public access and environmental education as shown in the City Council approved De-Pave Park Vision Plan (Vision Plan), Exhibit 1. The City was awarded \$800,000 from the San Francisco Bay Restoration Authority (SFBRA) Measure AA grant with the scope of work to include a Master Plan process with broad community outreach using the Vision Plan as a starting point and development of 30% construction documents. An additional component of this grant is for the City to develop agreements with the SF Estuary Institute (SFEI) to provide scientific consultation on the design and implementation plan as well as Literacy for Environmental Justice to develop a Community Stewardship Program framework to implement at a later date with a volunteer and workforce development program that grows plants and manages habitat maintenance.

The Vision Plan includes an ADA accessible, elevated shaded picnic area, bicycle and pedestrian trail running the length of the park with additional pedestrian pathways, elevated areas for viewing birds and wildlife, potential fishing areas and seal haul outs (similar to one located near Encinal Beach), jetties to create additional subtidal habitat including oysters and eel grass that sequester carbon, expand the small beach at the corner as a place where people can launch kayaks and paddle boards, and educational opportunity areas for children and families to learn about wildlife, habitat and climate change.

The Master Plan is intended to build upon the Vision Plan with an extensive and inclusive public input process to determine what design, amenities, and activities the broader community wants from De-Pave Park. It is critical to include disadvantaged communities in the planning process, including but not limited to, residents of nearby Alameda Point Collaborative, which provides housing and supportive services for formerly homeless individuals and families. The Master Plan process is also anticipated to include community discussion about two existing buildings (Buildings 25 and 29) and whether or not each should remain and be included in the design. The Recreation and Parks Director will play a significant role in with community outreach and public discussion.

Directly adjacent to the west of De-Pave Park are wetlands, both existing and built, managed by the Veteran’s Administration (VA). The VA and City are both interested in the possibility of connecting the De-Pave Park tidal system with the VA wetlands to create a wildlife habitat corridor.



Existing Condition Photos – *Figure 2*

Purpose of the Request

The City is seeking design team submittals that include landscape and civil engineering design services, to work under the direction of the Recreation and Parks Director to conduct an inclusive and equitable Master Plan process, finalize a Master Plan that incorporates public input and create 30% construction plans and cost estimates to be used to submit for regional permits. This design process will include reviewing VA construction documents and additional information about its wetlands to assess the hydrology and biology to determine if the two tidal systems can be connected. The City expects the design team to include specialists that can conduct this assessment as well as work with SFEI scientific consultants, described above. The scope of work is also expected to include boundary and topographical surveys, hydrology analysis, geotechnical analysis and assessment of soil contaminants and other assessments as determined by the design team and agreed upon by the City.

Timetable

Responses to this Request for Proposal (RFP) are due and must be received via email in pdf format to awooldridge@alamedaca.gov on Monday, November 14, 2022. The following schedule has been established for this Request for Proposal (RFP):

| | |
|---|-------------------------------------|
| RFP Issued | Friday, October 21, 2022 |
| Mandatory Site Walk <i>10:00 am – meet at southernmost end Call (510) 508-0121 that day with any questions Site is also open to the public anytime</i> | Tuesday, November 2, 2022 |
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Project Manager

This project will be administered by the City of Alameda, Recreation and Parks Department. All questions or correspondence must be addressed to:

Amy Wooldridge, Recreation and Parks Director
 2226 Santa Clara Avenue
 Alameda CA 94501
 Phone: (510) 747-7570 | Email: awooldridge@alamedaca.gov

SCOPE OF SERVICES

The City of Alameda (City) is seeking an individual or team of professionals (Consultant) to enter into a contract with the City for the Master Plan and 30% construction documents of De-Pave Park. Specific responsibilities with respect to the Consultant are outlined in this section.

1. Project Initiation and Ongoing Tasks

Task 1 – Project Initiation with the Consultant

Initial kick-off meeting with City staff and the Consultant to:

- Make necessary introductions;
- Confirm the study's overall vision, goals and objectives;
- Define project expectations (reporting, project completion schedule, invoicing, frequency of status meetings);
- Provide the necessary background information such as the De-Pave Park Vision Plan, VA wetlands construction documents, soil contamination information from the US Navy, as-built drawings of existing adjacent infrastructure, and other resource documents, as available and needed.

The Consultant will produce a *Work Plan and Timeline* confirming contents of all project deliverables, a meeting schedule and deadlines. Consultant shall incorporate review period of all relevant departments into the schedule. Updated project schedule shall be provided at regular intervals.

Task 1.2 – Community Input Meetings

Consultant's project manager, or other appropriate key staff, will be available to attend presentations and public meetings. The design process will include at least six community meetings including final presentations to the Recreation and Parks Commission and City Council. These meetings will be a combination of virtual and in-person to be determined jointly by City staff and Consultant.

Task 1.3 – Ongoing Tasks

Cost Estimates – Consultant will prepare one cost estimate upon completion of the 30% construction documents and based upon current SF Bay Area construction costs for similar projects. All work to be completed on the project will be paid based on current California Prevailing Wage rates.

Utilities Services/Engineering – Consultant shall provide all engineering services to include all necessary plans to provide water, sewer, electric, gas, maintenance vehicle access, public parking, and pathway improvements and coordinate with appropriate utility companies to determine location of existing utility lines and easements, transformer location and meter location and fixture schedules.

Staff Meetings – Consultant, in the course of design work, will regularly meet with staff at least once per month or more frequently as necessary in order to incorporate staff and community input into the project design. These meetings may be virtual.

Monthly Invoicing – Consultant shall submit invoices to the City on a monthly basis. Each invoice will be itemized and show task performed, number of hours worked per person/consultant, and rate per hour for each person/consultant. Any outside reimbursable expenses claimed must be supported with copies of vendor receipts.

2. Existing Conditions

Task 2.1 – Identify Existing Conditions and Background Information

The Consultant will identify existing conditions and background information as follows:

- Review background information provided and obtain any further information, as needed. Information may include adjacent structures and fencing, VA wetlands, information on planned infrastructure per the Alameda Point Master Infrastructure Plan and applicable Alameda Municipal Code regulations;
- Organize a site visit and note any unusual field conditions during the trip;
- Perform hydraulic analysis and other technical analyses as needed; and
- Develop an *Existing Conditions Plan in AutoCAD 2021 with an aerial background* using 1 inch = 20 foot scale on 22" x 34" sheets. The plan will be used as the demolition plan in the final 30% construction drawing in Task 4, and will show the boundaries using the surveyor information and any easements. The plan also will all existing features.

3. Project Finalization

Task 3.1 – Draft Construction Plans and Specifications

The draft construction package will consist of a cover sheet, demolition plans, improvement plans and specifications at 30 percent as follows:

- **Demolition Plans:** Will indicate sections of sawcut, clearing and grubbing, concrete demolition, pavement/curb demolition, utility cover locations and changes, other features to remove and features to protect.
- **Improvement Plans:** Will indicate proposed grading, drainage, irrigation, electrical, site features and amenities, pavement, structures, fencing, landscape, signage, civil details and all other improvements.
- **Specifications:** Will include scope of work, control of work and materials, line item quantities, materials, description and location of work, construction details and draft technical specifications.

Consultant, upon the approval of the Master Plan design, shall prepare 30% construction documents, including plans and specifications. The City Project Manager will submit plans throughout the design process to the [San Francisco Bay Restoration and Regulatory Integration Team](#) (BRRIT) for regulatory permit review and all comments from the BRRIT shall be included in the final 30% design documents. The plan and specifications will require compliance with all adopted Federal, State and local laws, ordinances and codes.

This task involves the development of drawings in AutoCAD 2021 with 1 inch = 20 foot scale drawings on 22" x 34" sheets using an aerial background. Improvements will comply with City standards, Bay-Friendly Landscape Guidelines, and Bay Trail Design Guidelines and Toolkit,. This task provides allowance for one round of plans and specification revision and written comment responses as well as two sets of hard copy plans provided in 24 inch by 36 inch format.

PROPOSAL FORMAT

Proposal Submission Instructions

All proposals must meet the content requirements and format guidelines listed below in the "Proposal Content Guidelines" section. The complete proposal shall be submitted by the due date in a sealed envelope marked "DE-PAVE PARK". The proposal shall be submitted electronically in pdf format.

Mandatory Site Visit for all prospective bidders on Wednesday, November 2, 2022 at 10:00 a.m. Meet at the southernmost end of Monarch Street at Seaplane Lagoon. Contact Amy Wooldridge at (510) 508-0121 (cell) if needing assistance to find the group that day.

All proposals must be received electronically in pdf format, sent to Recreation and Parks Director Amy Wooldridge at awooldridge@alamedaca.gov. Monday, November 14, 2022 5:00 p.m.

Proposal Submittal Content Guidelines

Proposals should be a maximum of 15 pages and include the following:

- A letter of introduction briefly describing an understanding of the requested scope of work and qualifications to undertake this work such as experience in providing like services, background of the firm(s) and resumes of the staff involved.
- Additional material such as brochures and photos, promotional material, references, and supplemental graphics, applicable to the content of the proposal.
- Signature by an individual authorized by the firm or partnership.
- A detailed cost proposal. Include a detailed fee structure, including the rate for all staff involved in the renovation and construction project. All direct costs, handling charges and profit/overhead shall be included in the hourly billing rate. Any proposed reimbursable expenses should also be listed.

Project Team

- a) Prime Consultant(s): Name of entity submitting the proposal, its mailing address, telephone and facsimile number, the name of contact individual as well as the signature of principal/owner/officer in case of joint venture or other.
- b) Sub-Consultants: List sub-consultants with individual addresses, telephone numbers, facsimile numbers and areas of expertise.
- c) Briefly describe the project responsibility of each team member.

Project Personnel

Description of organization, management, and team members. Provide a description of team/consultant organization and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify the project manager and the day-to-day contact person for the project. Contract terms will not permit substitution of lead personnel without prior approval by the City. A description of qualifications of the professional personnel to be employed with a summary of similar works performed and a resume for each professional.

Major Projects List

Provide a list of similar projects both on-going and planned, to which the project team is committed. Include the following information about each project:

- a. Project name and location
- b. Project type
- c. Brief project description
- d. Description of how the consultant worked to incorporate the interests of the client, community groups and other stakeholders
- e. Project time frame
- f. Consultant's work scope
- g. Consultant's fee
- h. Staff who worked on the project and their respective roles
- i. Client information, including contact's name, address, and telephone number.

References, Related Experience and Examples of Work

Describe experience in providing comprehensive design, engineering, and project management services for projects of the size and scope similar to this project. Specifically provide information and examples of:

- Development of landscape park designs and construction plans and specifications for parks at least 10 acres in size and include any open space, tidal/wetland ecosystem design experience.
- Provide details of projects that have included bioswales and other natural drainage features.
- Provide details of the firm's experience with Bay-Friendly Landscape and any similar landscape programs or regulations.
- Provide details of the firm's experience in completing projects with City of Alameda, if any. State the firm's experience in this regard.

Provide a minimum of three client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and role on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed.

Contract

Comments and exceptions, if any, to the City's standard consultant agreement and insurance requirements should be noted. It is understood that prospective Consultants have reviewed the agreement (Exhibit 2) and will take exception only to those items identified in the proposals. If there are any concerns or proposed exceptions requested to the standard consultant agreement, these issues are to be discussed at the time of the interview.

SELECTION PROCESS

Process

The selection process shall proceed as follows:

1. Based upon the submitted written responses to this RFP, the City selection team shall select up to three Consultant teams to interview.
2. At the interview, the selection team will expect the Consultant team to present its team members and their qualifications. The project manager must be present for the interview/presentation. The presentation will be followed by a question and answer period by the selection team.

The final selection will be based upon the following criteria:

- The team's past experience with similar projects. (30%)
- The team's understanding of the scope of work and demonstrated ability to complete the work successfully. (25%)
- The quality and experience of the project manager and key staff persons who will be working on the project on a daily basis and percentage of time/commitment of key team leaders to the project. (15%)
- The team's project delivery approach with innovative techniques. (15%)
- The firm's demonstrated technical ability. (10%)
- Alameda-based firm – Local Preference (5%)

The City will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability, or national origin in the contract award. The City reserves the right to reject any and all proposals at its discretion, thus not awarding the contract to any firm. The City reserves the right to modify this RFP or the criteria for selection in any manner, to cancel this RFP, or to reject any one or more or all submittals.

The City reserves the right to invite the top candidate(s) for an oral interview, or to request additional clarifying information. The firm with the highest rating may be invited to negotiate a final agreement. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm. The City Council will award the contract.

Limitations

All reports and pertinent data or materials shall be the sole property of the City, and may not be used or reproduced in any form without the explicit written permission of the City.

The City reserves the right to extend the time allotted for the proposal, to verbally examine the bidder in person, request copies of previous work prepared by the Consultant, and to request a best and final offer, should the City deem that it is in its best interests to do so.

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to cancel this request in part or in its entirety. The City may require the selected Consultant to participate in negotiations and to submit such technical, price, or other revisions of their proposals as may result from negotiations.

Oral and Written Explanations

The City shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the bid walk, review process and after award become binding when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all proposers who received Requests for Proposals.

City Responsibilities

This project shall be administered by the City of Alameda Recreation and Parks Department. All questions, correspondence and information requests should be addressed to:

Amy Wooldridge, Recreation and Parks Director
2226 Santa Clara Avenue, Alameda CA 94501
Phone: (510) 747-7529 | Email: awooldridge@alamedaca.gov

Bid Protest Procedure

A proposer who submits, or who plans to submit, a proposal, may protest pursuant to the protest procedures applicable to this RFP as follows:

1. Protests based on the content of the RFP shall be filed with the City within five (5) calendar days after the RFP is first formally advertised. The City shall issue a written decision on the protest prior to opening of the proposals.
2. Any proposer may protest the recommended award or contract award by filing a protest with the City within (5) calendar days after the determination of the top-ranked firm or contract award has been made available to the proposers.
3. Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest. Protesters shall have an opportunity to appear and be heard by the City prior to the opening of proposals in the case of protests based on the content of the request for proposals or after determination of top-ranked firm has been made available to the proposers in the case of protests based on other grounds or the renewal of protests based on the content of the request for proposals.
4. If a bid protest is properly filed, City staff will promptly initiate an investigation of the grounds of the bid protest. All proposers shall cooperate with any inquiries from City staff and consultants relating to the bid protest.
5. At the conclusion of their investigation, City staff shall complete a report (the Staff Report), including a recommendation regarding the disposition of the bid protest.

CONDITIONS OF REQUEST

General Conditions

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

The City also reserves the right to reject any subconsultant or individual working on a consultant team and to replace the sub-consultant or individual with a mutually acceptable replacement.

Any changes to the proposal requirements will be made by written addendum.

Liability of Costs and Responsibility

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

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

Validity

The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing December 10, 2015, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

Standard Consultant Agreement

A sample consultant agreement has been provided in the Appendix for the proposer's review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the consultant agreement, these should be identified specifically; otherwise it will be assumed that the proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The City will consider such exceptions as part of the evaluation process which may

constitute grounds for rejection of the proposal. The consultant agreement will not be executed by the City without first being signed by the proposer.

Permits and Licenses

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

Proposer's Representative

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

Deliverables

One unbound copy of each final document and a computer disk containing all final documents and all information are to be provided. The consultant will develop a system to assemble, organize, store and utilize data in an electronic format. At the outset of the agreement, the consultant will submit a description of the software to be used in preparation of the reports and graphics. 15 copies, plus an electronic copy of the drawings will be required to be submitted during the design review process. Approximately six (6) sets of the construction bid documents will be required during the plan check review.

Insurance

General Liability, Automobile, Professional Liability, and Worker's compensation insurance are required in the amount set forth in the attached sample consultant agreement.

EXHIBIT 1

De-Pave Park Vision Plan

Excerpts below with the full Vision Plan available at <https://www.alamedaca.gov/Departments/Recreation-Parks/Follow-Park-Developments>



PROPOSED PLAN



ENHANCED BY SEA LEVEL RISE



EXHIBIT 2

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this ____ day of _____, 20__ ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation ("the **City**"), and COMPANY, a (California corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS ("**Provider**"), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: _____. City staff issued an RFP/RFQ on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. The City and Provider desire to enter into an agreement for _____, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the ____ day of _____ 20__, and shall terminate on the ____ day of _____ 20__, unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to xxxx (x) additional years. Any extension shall be documented in a signed amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in

Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but

not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

[(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each occurrence

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto

Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

[(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-

contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

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

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

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

City of Alameda
Recreation and Parks Department
2226 Santa Clara Ave.
Alameda, CA 94501
ATTENTION: Recreation and Parks Director
Ph: (510) 747-7529
Em: awooldridge@alamedaca.gov

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

[Provider Name]
[Department]
[Address]
[City, State, zip]
ATTENTION: [Title]
Ph: (xxx) [xxx-xxxx]

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
Recreation and Parks Department
2226 Santa Clara Ave.
Alameda, CA 94501
ATTENTION: Recreation and Parks Director
Ph: (510) 747-7529
Em: awooldridge@alamedaca.gov

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during

performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorney's fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section. [See Certification of Compliance attached.]

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

27. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

28. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

29. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

COMPANY

a (California corporation, LP, LLC,
GP, sole proprietor/individual)

CITY OF ALAMEDA

a municipal corporation

NAME

TITLE

Nancy Bronstein

Interim City Manager

RECOMMENDED FOR APPROVAL

NAME

TITLE

Amy Wooldridge

Recreation and Parks Director

APPROVED AS TO FORM:

City Attorney

Elizabeth Mackenzie

Chief Assistant City Attorney

**Certification of Compliance
With the City of Alameda's Vaccination Requirement**

The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated¹ against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.
I declare under penalty of perjury that the foregoing is true and correct.

[Name of Entity]

Date: _____

By: [Name of Authorized Individual]
Its [Title]

¹ For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

SAMPLE

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

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

REF:

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

PRIMARY INSURANCE:

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

SEVERABILITY OF INTEREST:

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

WAIVER OF SUBROGATION:

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

NOTICE OF CANCELLATION:

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

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

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

Name of Person or Organization:

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

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

REF: _____

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

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CA 20 48 02 99

1 of 1

RFP – De-Pave Park Master Plan and 30% Design

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