



**Request for Proposals  
FOR  
Urban Forest Plan**

**City of Alameda  
2263 Santa Clara Avenue, Room 300  
Alameda, CA 94501**

**Issue date: April 5, 2022**

**Submittal deadline: Thursday, May 20, 2022**

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## I. INTRODUCTION

The City of Alameda (City) seeks proposals from qualified firms, consultants, or consultant teams to perform professional consulting and planning services to prepare a comprehensive citywide Urban Forest Plan in accordance with this Request for Proposals (RFP). The proposal seeks to both update the City's existing street tree plan and expand the scope to include park trees, trees in easement areas, trees near power lines that are maintained by Alameda Municipal Power, and trees on private and other non-City of Alameda property. Thus, Alameda's street tree plan will become the Urban Forest Plan.

### A. BACKGROUND

An update and expansion of the 2010 Master Street Tree Plan as an Urban Forest Plan and expanding the urban forest was identified as an action item in the City's [2019 Climate Action and Resiliency Plan \(CARP\)](#) for the purpose of achieving goals related to carbon sequestration, urban heat island mitigation, cleaning and slowing stormwater runoff, reducing building energy use, advancing social equity, and contributing to a high quality of life for all Alamedans. The Urban Forest Master Tree Plan is also expected to contribute to the goals of Alameda's Green Infrastructure Plan, which guides the identification, implementation, tracking, and reporting of green infrastructure projects within the City of Alameda.

The City's Urban Forest Plan is intended to be strategic in advancing social equity and contributing to an improved quality of life by providing the benefits of urban tree canopy to all community members, which includes improvement of overall emotional and psychological health, and improvement of physical health. USDA Forest Service maps of urban tree canopy coverage show that most of the City has between 0-14% tree canopy coverage, while the wealthiest neighborhoods have 15-24% tree canopy coverage. A focus of the Urban Forest Plan should be expanding the urban forest and creating a more equal distribution of trees across all of Alameda's neighborhoods. The CARP included a social vulnerability assessment that is intended to guide equitable implementation of CARP strategies, including expanding the urban forest.

Existing City resources that will support the update of the Urban Forest Master Tree Plan include an inventory of 25,000+ trees on City property, including street trees and 2,500+ park trees with an appraised value of \$63M. This inventory is held in Arbor Access and maintained by the City's tree maintenance contractor, West Coast Arborists (WCA). Additional resources are available on the City's webpages for [Street Trees](#) and [Urban Forest](#). These include descriptions of Alameda's tree trimming schedule and best practices used to promote safety, tree health, and local wildlife. Management of the urban forest and assessment and mitigation strategies for street tree impacts on sidewalks are discussed in the City's fiscal year 2021-23 [Capital Budget](#).

### B. ABOUT THE CITY OF ALAMEDA

The City of Alameda, is an island city of approximately 80,000 people located seven miles east of San Francisco and just west of Oakland. The City is made up of Alameda Island and Bay Farm Island and includes 10.61 square miles of land. Alameda is a charter city founded in 1854 and incorporated in 1872. The City of Alameda provides a full range of municipal services, including

public safety, public works, community development, and community services. The City also provides electric utility services through Alameda Municipal Power (AMP).

Alameda, in its natural state, was a peninsula covered by a dense forest of coastal live oak. Alameda derived its original name, “the Encinal,” from the large stands of native oaks (“Encino” means “oak” in Spanish) on the Main Island. The name “Alameda,” meaning “grove of poplar trees,” was given to the City as a poetic gesture upon popular vote in 1853.

The City of Alameda prides itself in providing high quality city services that enhance the quality of life for Alameda residents. Alameda is deeply committed to environmental sustainability and views local projects as an opportunity for Alameda to contribute to a global effort to combat climate change while improving the character of the city. The City values community input and engagement and is responsive to residents’ needs. Alameda lives by unofficial the motto “everyone belongs here” and celebrates a culture of respect, diversity and inclusivity.

### **C. PURPOSE OF REQUEST**

The purpose of this Request for Proposals is to develop an Urban Forest Plan that accomplishes the following:

1. Update the previous Master Street Tree Plan. The proposal seeks to both update the City’s existing street tree plan and expand the scope to include park trees and develop recommendations to promote an increase in the overall canopy, including trees not managed by the city. Thus, Alameda’s street tree plan will become the Urban Forest Plan. The 2010 Master Street Tree Plan can be downloaded at <https://www.alamedaca.gov/Departments/Public-Works-Department/Street-Trees>.
2. Develop a Dynamic and Forward-focused Plan and Related Policies Based on the Needs of the City. Since the creation of the 2010 plan, Alameda’s population has grown, a Tree Canopy Assessment has been completed (2017), and the City’s strategy for planting and pruning trees has evolved. Additionally, new city government planning documents are being developed, and may require integration with Urban Forest activities and initiatives. The newly updated Urban Forest Plan will guide the City’s operations and activities, including expanding and maintaining the tree canopy, for the next 10 years.
3. Review the Structure and Funding of Urban Forest Management. The City currently employs one full time arborist within the Public Works Department and has a contract with West Coast Arborists (WCA) for tree planting, removal and maintenance. The Plan will propose future staffing and contract levels, effective organizational structures and recommend funding mechanisms for a proactive Urban Forest Program that will provide a level of service necessary for a sustainable and thriving urban forest.

### **D. GUIDING PRINCIPLES**

The City seeks to build upon the existing 22,500+ street and park trees and expand its healthy and resilient tree canopy. Equity must be centered throughout all phases of the development of

the Urban Forest Plan, including incorporation of racial equity and indigenous practices, soliciting community engagement and input, and assessments of tree canopy alongside social vulnerability. The goal is to expand the urban forest and make the benefits of an urban tree canopy accessible to all neighborhoods, especially those with residents that are lower-income and communities of color. The Urban Forest Plan should be ambitious and achievable with the recommended program budget and staffing recommendations.

### **Incorporation of Equity and Indigenous Practices**

The existing neighborhoods makeup and tree coverage is a result of historic development practices and exclusionary policies. With the disproportionate impacts to property value, wealth, and public health, it is essential that the Urban Forest Plan establish racial equity guardrails such that policies and practices moving forward do not continue to exacerbate existing gaps between communities. Proposals should describe how the Consultant Team plans to incorporate CARP's Social Vulnerability Analysis into its recommended strategies and prioritize benefits of tree shade to those communities that currently lack tree canopy, including increasing access to decision-making in the planning process. The diversity of languages and cultural backgrounds of residents should be incorporated into the outreach strategy and plan.

In addition to racial equity principles, the Urban Forest Plan is an opportunity to incorporate indigenous practices to increase resilience. This can include working with indigenous partners to determine tree species, planting locations, or pilot/demonstration project design. Proposals should describe how the Consultant Team will work with indigenous partners on the project.

### **Focus on Drought Tolerant and Native Species**

The Urban Forest Plan should identify trees well suited to Alameda's current and future climate. A focus on drought tolerant, shade-producing, Bay Area or California native species suited to Alameda's changing climate is preferred. Trees with high carbon sequestration capacity are also preferred. In addition, rising groundwater associated with sea level rise was identified as a significant concern for Alameda in the 2020 report, "The Response of the Shallow Groundwater Layer and Contaminants to Sea Level Rise in Alameda" and tree selection should consider future groundwater conditions.

### **Integration with City plans**

The Urban Forest Plan should complement and build upon existing City plans, including the [2040 General Plan](#), [Green Infrastructure Plan](#) and [2019 Climate Action and Resiliency Plan](#), particularly in holistically addressing green space and climate impacts across Alameda and include recommendations for complying with related State mandates and requirements, such as SB 1383, Water Efficient Landscape Ordinance, and California Public Utilities Commission.

## **II. SCOPE OF SERVICES**

The City is looking to move forward quickly upon contract execution with the selected Consultant to meet the targeted project milestones. The selected Consultant is expected to provide the deliverables and to facilitate or participate in all tasks which lists the Consultant as the responsible

party. Each task should be costed separately for the project team to decide what can be achieved with the budget. If it makes sense to combine tasks, they can be combined if the objectives are still met. Proposers may include additional, optional tasks that they feel should be included in the project to achieve the optimal outcome; however, these costs and hours must be listed separately in the budget and may not be approved.

Please note that **the Consultant's proposed project budget must be submitted separately from the proposed scope of services, in a sealed envelope or thumb drive and clearly marked with Consultant's name and 'URBAN FOREST PLAN FEE SCHEDULE'**. All proposals shall first be scored separately from the budget, with final scores reflecting budgets on a sliding scale.

Notwithstanding the inclusion of services in this RFP, the final scope of services negotiated between the City and the successful Proposer shall be set forth in the Professional Services Agreement ("Agreement") executed by and between the City and the successful Proposer. A copy of the Agreement is attached hereto as Appendix A and incorporated herein by this reference.

## **1. Project Management**

- A. Coordination and Meetings. The selected Consultant's Project Manager will take the lead in coordinating all project activities, including coordinating with City of Alameda Project Manager, deliverables, submissions, permits and similar coordination efforts consistent with the scope of services.
  - 1. The Consultant shall develop a plan for regular meetings with City staff throughout the duration of the project as required to coordinate and execute the scope of services. The Consultant shall prepare and circulate meeting minutes from all coordinating meeting.
  - 2. The Consultant shall develop a plan and schedule to conduct and present at public outreach meetings (using various forms of virtual platforms) to solicit input from, promote the project to, and garner support for the project by the public.
  - 3. The Consultant shall present draft and final plan documents at relevant City Board and Commission and City Council meetings and support the Plan's adoption by City Council.
- B. Project Schedule. The Consultant shall prepare and periodically update a project schedule with tasks and milestones. The Consultant shall break down the schedule by logical tasks with enough detail to track project progress. The schedule must reflect realistic review periods for tasks, such as reports, plans and coordination.
- C. Administration
  - 1. The Consultant shall submit a consolidated monthly invoice that includes a progress report reflecting the work completed with the invoice.
  - 2. The Consultant shall maintain project files in accordance with its Work Plan.
- D. Work Plan. The Consultant shall prepare a Work Plan, based on the agreed upon Scope of Work, that includes a list of deliverables, milestone submittal schedule, summary of organization responsibilities and contacts, and task budgets. The Work Plan shall be submitted to the City and approved prior to the first invoice.

## **2. Analysis of Current Status, Challenges and Opportunities**

As part of the development of the Urban Forest Plan, the consultant will review all relevant material, including City policies and documents, to identify where the City is successfully meeting program goals, and where there are gaps and areas for recommended improvements.

### **A. Assess City Policies and Documents.** The Consultant shall review and assess all relevant material listed in this section.

1. 2010 Street Tree Master Plan
2. General Plan (relevant sections)
3. Municipal Code (e.g., Protection of Trees, Trees and Shrubbery, Landscaping, Preservation of Historical and Cultural Resources).
4. City Guidelines, Specifications and Standards (e.g., Street Design, Planning Permits, Greenstreet Guidelines, Neighborhood Design Guidelines, Tree Removal/Pruning Permits, Landmark Trees, Master Tree List, Parking Lot Shade Guidelines, Street Tree Planting Requirements, City Landscape and Tree Maintenance Specifications)
5. Climate Action and Resiliency Plan
6. The Response of the Shallow Groundwater Layer and Contaminants to Sea Level Rise in Alameda 2020 report
7. AMP Tree Management Program and compliance with California Public Utilities Commission (CPUC) General Order 95.
8. Contractor technical specifications for public tree maintenance.
9. Maintenance and level of service for trees in city easements (need to be added to inventory?)
10. Key Parties and Stakeholders (interviews required)
  - a) City Council and Advisory Commissions
  - b) City Staff and Other Public Agencies
  - c) Non-Profit Groups (e.g. Community Action for Sustainable Alameda, 100K Trees, Alameda Backyard Growers, Sierra Club, etc.)
  - d) Others (e.g. AUSD, EBRPD, College of Alameda, etc.)
11. Summarize current and future challenges and opportunities in terms of City policies and planning. Who manages/ interacts with trees in Alameda? What conflicts exist between public agencies/departments/residents with respect to tree management? What opportunities exist for improving city policies, procedures and plans related to public and private trees?

### **B. Assess Program Structure, Function and Budget**

1. Current staffing and program resources/staffing/roles and responsibilities (e.g., inhouse, tree maintenance contract)
2. Work conducted (i.e., planting, young tree care, mature tree care, hazard tree abatement, administration, special projects (e.g., removal/replacement programs, major corridor tree/landscape improvements), backlog of work, emergency response, levels of interdepartmental coordination, etc.
3. Budget allocated and current level of service.

- C. Assess Current City Public Tree Resources (Streets, Easements, Open Space and Parks)
  - 1. Tree numbers and stocking levels (from existing inventory)
  - 2. Species composition and age diversity (from existing inventory)
  - 3. Species fitness for future climate and growing conditions (pests, drought, etc.)
  - 4. Management needs
  - 5. Current value – resource units and annual monetary benefits, benefit-cost ratios for street and park tree populations
  - 6. Current public opinion – conduct outreach to determine public opinion concerning services provided by the City and preference for alternative future investments.
- D. Assess Private and Public Trees Resources (Canopy Cover Analysis)
  - 1. Tree canopy cover and available growing space (area and %) by census tract (for equity assessment) (use existing Cal Fire imagery from spring 2020)
  - 2. Overall health of the canopy by census tract (if discernible from existing imagery).
  - 3. Identify primary threats to urban forest health citywide.
  - 4. Equity assessment (distribution of canopy cover and its health, as well as available growing space, in relation to socio-economic indicators of need from census tract data.
  - 5. Planting and management needs prioritized by census tract.
  - 6. Value - resource units and annual monetary benefits, benefit-cost ratios by census tract if available
  - 7. Current public opinion – conduct outreach to determine public opinion concerning the extent, health and preference for alternative future investments in the City's urban forest canopy.
  - 8. Provide an overall assessment of Alameda's existing urban forest ecology using a framework such as [Nature Serve's Ecology Integrity Assessment Method](#), [US Forest Service's Forest Landscape Assessment Tool](#) or other appropriate framework.

### **3. Stakeholder Participation and Outreach**

- A. Develop and implement an outreach plan that identifies and engages stakeholders. Consultant team should expect to have a multilingual outreach process that supports engagement with a diversity of cultures and ethnic backgrounds.
- B. Develop and provide content for project web pages to be uploaded by City staff and hosted on the existing City web site, which will be a resource for project documents.
- C. Collect input from stakeholders, including communities that may not be able to participate in web-based outreach. This can include any combination of public town halls, virtual interactive maps for public comment, pop up events at farmers markets and other spaces, community presentations, or student ambassadors.
- D. Develop media messaging materials and a media outreach strategy to inform the public about the planning process as well as opportunities for residents to be involved



in supporting the health of the urban forest, including planting and properly managing trees on private property.

- E. Engagement is expected to be ongoing, substantial, and center neighborhoods where priority tree planting will likely occur.
- F. The Project Manager can assist in connecting to local partners and community groups, as well as running some of the outreach events/pop-ups.

#### **4. Urban Forest Plan Development**

The consultant team will prepare the Urban Forest Plan document with input from City staff to encompass the determinations based on issues identified in the Scope of Work. The consultant team will develop the organization, narrative text and graphic layout, and a complementary web-based document. The updated Plan will retain and update many of the existing provisions in the 2010 Master Street Tree Plan and be expanded to include park trees and develop recommendations to promote an increase in the overall canopy, including trees not managed by the city.

- A. Identify principles and key goals for the plan update. Work with the community to develop principles and goals for the updated Plan and the Urban Forest Program. Guiding principles for the plan implementation are outlined in the background. Identify major challenges for Alameda in implementing this work. The Consultant team should plan to address social equity in the prioritization of tree planting across neighborhoods and in the outreach process; incorporation of indigenous partners; and integration with the CARP and Green Infrastructure Plan.
- B. Key performance indicators. Recommend measurable key performance indicators for tracking progress on Plan goals (considering existing city goals), such as tree planting numbers, net tree gain and tree canopy coverage, increased native biodiversity, number of environmental justice priority community events, number of volunteer hours and others in alignment with the CARP and 2019 Climate Emergency Declaration, and other citywide goals. See [Seattle Urban Forest Management Plan](#) as example. Propose policies and strategies that support achievement of these goals.
- C. Tree species and management recommendations.
  - 1. The Plan should identify recommended street tree species appropriate for planting in the public right of way and park trees for planting in parks that meet criteria such as drought tolerance, groundwater table, California natives, root growth (minimizing impacts to adjacent public sidewalks and private sewer laterals), and height (many of the City's residential neighborhoods still have overhead power lines), and future climatic conditions.
  - 2. Develop tree species matrix that includes ratings for CO<sub>2</sub> storage, air quality benefits in terms of ozone, nitrogen dioxide, particulate matter and sulfur dioxide, shade, habitat, pest risk, and other ratings as appropriate. Include mature examples of each species.
  - 3. Provide the City and stakeholders with guidance and recommendations in regards to the state of urban forestry best practices in the following areas at a minimum:
    - a) Tree care & health

- b) Tree monitoring
  - c) Tree protection, removal and mitigation for public and private trees
  - d) Integrating urban forestry into land use planning
  - e) Water conservation considerations
  - f) Tree shade and urban heat island mitigation
  - g) Public and private utility conflict mitigation
- 4. Identify strategies to reduce tree maintenance and sidewalk repair costs and minimize tree/utility conflicts.
- 5. Outline recommendations for best management practices for declining trees and removal of public trees and outline any proactive mitigation strategies to minimize the need for removals.
- 6. Outline recommendations for preservation of existing trees on private property, including requirements for removal.
- 7. Recommend supplemental tools/policies/practice toward increasing tree planting programs including increase use of tree zones with automated irrigation system within the disadvantaged communities.
- D. Recommendations for Staffing Structure, Function, Budget and Revenue for Urban Forest.
  - 1. Based on community input from outreach efforts, what aspects of the City's urban forest program pose the greatest challenges and opportunities. What potential future investments are most and least preferred?
  - 2. Recommend optimal staffing (mix of in-house, contract, other) to improve service and efficiency.
  - 3. Determine a recommended budget for urban forest management to meet desired level of service and plan goals, including ongoing community engagement.
  - 4. Identify potential sources of revenue or support to increase funding and resources available to the Urban Forest.
  - 5. Evaluate current tree maintenance contract and specifications and make recommendations to align with overall goals of Urban Forest Plan and recommended staffing and programmatic needs.
  - 6. Provide a comprehensive list of all applicable resources with the required competencies including staffing, tools and software.
  - 7. Recommended urban forest management strategies applying but not limited to the following: Reliability Centered Management, Just In Time, Optimal Prune Cycle and address Cost of Deferring Maintenance, Tree Growth Analysis, Pest Pressure and Loads and Other Environmental factors such drought, poor soil conditions and pathogen loads.
- E. Challenges for maintaining a healthy urban forest. Climate change, rising groundwater, drought, extreme heat, aging trees, pests, competing uses, and urban design and development all pose potential challenges to maintaining a healthy and vibrant urban forest. The plan should identify these and other challenges and suggest creative solutions to address identified challenges.

- F. Recommendation for ongoing community input on urban forest management. Tree planting and care will not be a City endeavor alone – it will require the participation and investment of the community and partners. We want to build community leadership around tree caretaking. Recommendations may address:
1. Recommended actions regarding partnerships, outreach, programming, and community events. This can include Tree Care Academy, best outreach/communication practices, demonstration projects, and volunteer tree planting program in public areas and Arbor Day/tree festival/community planting days.
  2. Recommendations to educate residents about the urban forest, how it supports the city's climate mitigation and adaptation goals and how residents can be involved in supporting the urban forest, including information on what residents are allowed or required to do with public trees.
  3. Strategies to encourage and assist residents, businesses, and private property owners to plant and properly maintain trees on their own property (including provision of free or rebated trees and AMP or City rebates).
  4. With limited staff capacity at the City, a tree planting and maintenance program will need to be supplemented and supported by a community network. Identify some possible collaboration structures for staff, community volunteers, horticulture students, community partners and organizations to work together on the tree planting program. Potential partners include local indigenous organizations, Alameda Backyard Growers, 100K Trees for Humanity, CASA, UC Berkeley Master Gardeners Program, Merritt College horticulture class, and Sierra Club.
  5. Possible partnerships with local businesses and nurseries to further support the community.
  6. Recommendations on applicable community engagement resources, including staffing, tools and software.
- G. Changes to City policies and related plans. Identify any recommended changes to current City policies, planning and documents based on assessment of current policies and plans. Identify any areas that might be subject to CEQA.
- H. Inventory. Provide recommendations on expanding the City's tree inventory to include all city trees.
- I. Plan evaluation and updates. Provide recommendations for the ongoing evaluation of the effectiveness of the Plan and guidance for the timing and process of updating the Plan.

### **III. MINIMUM QUALIFICATIONS**

1. Consultants must meet the following minimum qualifications in order to be considered responsive to this RFQ:
  - a. As of the submission deadline, the consultant shall have a minimum of three (3) years of experience satisfactorily providing the same or similar services requested under this RFQ. Prior experience working with municipalities or other public entities preferred.

- b. As of the submission deadline, the consultant shall be registered with the California Secretary of State and be in good standing.
  - c. The project team must have experience with development of at least three (3) other urban forest or tree plans.
  - d. The project team must include ISA (International Society of Arboriculture) certified staff and Arborist.
2. Any consultant that does not meet these minimum requirements shall not be eligible to be considered for placement on the list of qualified on-call consultants.

#### **IV. PROPOSAL REQUIREMENTS**

The Proposer shall include in its proposal, at a minimum, the information outlined in this section in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of the services identified in this RFP. All submittals must follow the format guidelines and content requirements listed in Section IV. Nonconforming submittals may be rejected as nonresponsive.

The proposal shall include the following items:

1. **Letter of Interest (10 points, 3 page maximum).** Please include in the submittal a letter introducing the consultant and expressing the consultant's interest in developing the Urban Forest Plan. The letter of interest should also include all of the following:
  - a. Provide the name of entity, its mailing address, telephone, email address. Please describe the organization.
  - b. Indicate that the consultant has the availability and time to dedicate the personnel and resources necessary to provide on-call consulting services.
  - c. Indicate that the consultant has the minimum qualifications listed in Section III above.
  - d. Indicate the intention of the consultant to adhere to the provisions described in the RFP.
  - e. If selected to provide consulting services, the consultant will be expected to sign a service provider agreement with the City. The standard service provider agreement and associated insurance requirements are attached as Attachment A. Please reference any exceptions to the standard service provider agreement, conflicts of interest and/or insurance requirements described in the Exceptions to Specifications document.

- f. Please identify the contact person responsible for the submittal, specifying the name, title and contact information.
  - g. Please note that the person signing the letter of interest must be a legal representative of the consultant authorized to bind the consultant to an agreement in the event of an award.
2. **Relevant Experience of Key Personnel and the Firm (15 points, 10 page maximum).**
- a. **Key Personnel Experience.** The submittal must identify the key personnel that are to be assigned if awarded a contract, detailing their qualifications, areas of expertise, a summary of their past experience performing similar services for Alameda or neighboring jurisdictions in the San Francisco Bay Area, and a resume of each key personnel, including experience working with City staff, local Alameda community groups and decision makers, and regional partner agencies.
  - b. **Firm Experience.** The submittal must describe the firm's pertinent project experience, including a list of performed relevant projects, past performance, individual or team accomplishments, and examples of similar work for Alameda or neighboring jurisdictions in the San Francisco Bay Area, including experience working with City staff, local Alameda community groups and decision makers, and regional partner agencies.
  - c. **General Firm Information.** General firm information including the number of employees, location of firm headquarters, branch offices, and number of years in business may also be provided. Please note that general firm information is not a substitute for the specific information requested in Sections IV.2.a and b above.
3. **Scope of Services (50 points).** The Proposer shall prepare a complete description of the scope of services which the Proposer intends to perform in order to achieve the Project Objectives. The Proposer may identify services which differ from the scope of services if the Proposer believes the changes will assist the City in more efficiently and effectively achieving the City's stated Project Objectives. **Note in the scope of services the project management timeline, milestones, and team meetings.**
4. **Fee Schedule (20 points).** Please include a schedule of fees and submit in a separate envelope or thumb drive which identifies:
- a. Estimated fee by task (tasks should match scope of services section)
  - b. Hourly billing rate schedule for all proposed staff
  - c. Types and estimated amount of expenses to be billed to the project
  - d. Fees by sub-consultant, by task

5. **Anticipated Timeline. (5 Points)** The proposal shall include a general timeline for the Scope of Services.
6. **Client References (Pass/Fail).** Consultant must provide a minimum of four (4) client references. Please complete and include the Client Reference worksheet included in Attachment B. The consultant's submission of a completed Attachment B constitutes the consultant's express consent for the City to contact the listed references to inquire regarding the qualifications of the consultant.
7. **City of Alameda Local Business Preference (5 bonus points).** Alameda Municipal Code (AMC) section 2-62.4 provides for a local business preference of five percent (5%) that may be awarded to Alameda local businesses who request the preference and who meet the requirements contained in AMC section 2-62.1 et seq. AMC section 2-62.1 defines a local business as "a business firm with fixed offices or locally taxable distribution points within the boundaries of the City of Alameda which holds a current [Alameda] business license with an Alameda business address which is not a post office box." If a consultant meets these qualifications and wishes to apply for the preference, please include: (1) a written request for the local preference; (2) a copy of consultant's Alameda business license showing an Alameda business address; and (3) a statement of how long consultant has been an Alameda local business.
8. **Exceptions to Specifications.** If selected to provide consulting services, the consultant will be expected to sign a service provider agreement with the City. The standard service provider agreement and associated insurance requirements are attached as Attachment A. The Proposer shall prepare a document identifying the terms of the proposed Service Agreement between the City and Proposer including:
  - a. Specifically identify any portions of the City's standard form Consulting Service Agreement (Attachment A) which the Proposer desires to amend (either by addition, deletion, or modification).
  - b. Disclose any past, ongoing, or potential conflicts of interest which the Proposer may have as a result of performing the work for this Project.
  - c. Identify Proposer's ability to comply with the City's insurance requirements. A copy of an insurance certificate or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) may be favorably considered.

#### **Non-Collusion Affidavit**

The Consultant declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Consultant has not directly or indirectly induced or solicited any other Consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with

any Consultant or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Consultant or any other Consultant, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Consultant, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Consultant has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

## **V. SUBMITTAL REQUIREMENTS**

Proposer shall submit the proposal and exhibits as stated in Section IV PROPOSAL REQUIREMENTS electronically to Danielle Mieler, Sustainability and Resilience Manager, at [dmieler@alamedaca.gov](mailto:dmieler@alamedaca.gov). The subject line of the email is to clearly state Urban Forest Plan Proposal. Proposer is required to indicate the Designated Contact in the proposal package and include the designated contact individual's name, address, phone number(s) and email address. The proposal shall be signed by an individual(s) authorized to execute legal documents on behalf of the firm.

Proposals shall be received no later than 3:00 p.m. on **Thursday, May 20, 2022**. The email date/time stamp will be proof of receipt. All submitted material becomes the property of the City of Alameda. Late proposals will not be considered under any circumstance.

Inquiries regarding the RFP may be made by email or phone to Danielle Mieler at [dmieler@alamedaca.gov](mailto:dmieler@alamedaca.gov) or (510) 747-7413.

1. Submittals Must be Valid for Ninety (90) Days. The consultant agrees to be bound by its submittal for a period of ninety (90) days commencing on May 20, 2022, during which time the City may request clarification 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.
2. Early Proposals. Any proposal received prior to May 20, 2022 may be modified or withdrawn by written request from the consultant to the City up to May 20, 2022 at 3:00pm.

Pricing information is considered confidential and must be received in a sealed envelope or thumb drive. Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals. Please make sure that the envelope is clearly marked: Urban Forest Plan Fee Schedule. Sealed envelopes or thumb drive must be postmarked by the due date of Thursday May 20, 2022 to be considered. Please call (510) 747-4700 and staff will be present to acknowledge receipt of hand delivered bids.

City of Alameda  
City Manager's Office  
2263 Santa Clara Avenue, Room 300  
Alameda, CA 94501

Failure to provide all required submittals in completed form with signatures may result in a proposal being found non-responsive and given no consideration. Proposals must be neat, complete, and fully address all information specified in Section IV.

For information concerning RFP questions, procedures and regulations (i.e., submission deadline, forms required, etc.) interested parties must submit questions via email to:

**City of Alameda**  
**Danielle Mieler, Sustainability and Resilience Manager**  
**[dmieler@alamedaca.gov](mailto:dmieler@alamedaca.gov)**

## VI. ESTIMATED SCHEDULE

Responses to this Request for Proposal (RFP) are due by email to [dmieler@alamedaca.gov](mailto:dmieler@alamedaca.gov), with a timestamp no later than 3:00 p.m., Pacific Daylight Time, on Thursday May 20, 2022. Responses must be addressed to the attention of URBAN FOREST PLAN PROPOSAL. The following schedule has been established for this Request for Proposal (RFP):

RFP Issue Date	Monday, April 5, 2022
Deadline to Submit Questions	Monday, May 3, 2022, 5:00 pm
City Responses Available By	Monday, May 10, 2022
Proposal Submittal	Thursday, May 20, 2022, 3:00 pm
Candidate Firm Interviews	Week of June 6, 2022 (Tentative)
Award of Contract ( <i>Tentative</i> )	July/August 2022 (requires City Council action)
<b>Contract completion</b>	One year from date contract is signed

## VII. SELECTION PROCESS

Submittals received by the deadline will be reviewed by a selection panel comprised of City staff who have relevant knowledge and experience. The panel will score the proposals based upon the qualification materials on a zero to 100-point scale, excluding bonus points, based on the scores outlined in Section IV PROPOSAL REQUIREMENTS.



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 recommendation of the City Manager's Office shall be submitted to the City Council for award of contract.

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.

### **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 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 City Manager's Office. All questions, correspondence and information requests should be addressed to:

Danielle Mieler, Sustainability and Resilience Manager  
2263 Santa Clara Avenue, Room 300  
Alameda CA 94501  
Phone: (510) 747-4714 | Email: [dmieler@alamedaca.gov](mailto:dmieler@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.

## **IX. ADDITIONAL TERMS AND CONDITIONS**

- A. Nondiscrimination. The City will not discriminate against any interested consultant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
- B. City's Right to Modify RFQ. The City reserves the right at its sole discretion to modify this RFQ (including but not limited to the selection criteria) should the City deem that it is in its best interests to do so. Any changes to the proposal requirements will be made by written addendum. The failure of a consultant to read the latest addendums shall have no effect on the validity of such modification.
- C. City's Right to Cancel RFQ. The City reserves the right at its sole discretion to cancel this RFQ in part or in its entirety should the City deem that it is in the City's best interests to do so.
- D. City's Right to Reject All Submittals. The City reserves the right, in its sole discretion, to reject all submittals should the City deem that it is in its best interests to do so.
- E. City's Right to Extend RFQ Deadlines. The City reserves the right to extend the deadline for submittals by written addendum should the City deem that it is in its best interests to do so.
- F. City Right to Negotiate With Consultants. The City reserves the right to negotiate with the consultants on the list of qualified on-call consultants regarding their exceptions to the standard service provider agreement, if any, or regarding other price and terms in their submittals and to require the selected consultant to submit such technical, price, or other revisions of their submittals as may result from negotiations.
- G. Standard Form Service Provider Agreement & Insurance. Consultants acknowledge that placement on the list of qualified on-call consultants does not commit the City to award a contract. For any project, the City reserves the right to award a contract to consultants (1) that are on the list of qualified on-call consultants; (2) that have an existing contract with the City, or (3) that are selected through a separate competitive process.

Consultants on the list of qualified on-call consultants who are awarded a contract will be expected to sign a service provider agreement with the City. The standard service provider agreement and associated insurance requirements are attached as Attachment B.

Comments or exceptions, if any, to the standard service provider agreement and/or insurance requirements must be noted in the Letter of Interest. It is understood that consultants have reviewed the service provider agreement (Attachment B) and will take exception only to those items identified in their Letter of Interest.

Neither review of the submittal by the City nor placement on the list of qualified on-call consultants constitutes an acceptance by the City of the Proposer's recommended

changes to the service provider agreement. If there are any concerns or proposed exceptions requested to the standard service provider agreement, these issues will be discussed at the time the City awards a contract, if any.

- H. Cost of Submittals. All costs incurred during submittal preparation or in any way associated with the consultant's preparations or submission shall be the sole responsibility of the consultant.
- I. Liability for Submittal Errors. Consultants are liable for all errors and omissions contained in their submittals.
- J. Permits and Licenses. Consultants, at 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 on-call consulting services.

### **Attachments**

Attachment A: City Standard Service Provider Agreement and Insurance Requirements

Attachment B: Client References

## **Attachment A: City Standard Service Provider Agreement and Insurance Requirements**

### **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 (the "**Provider**"), in reference to the following facts and circumstances:

#### **RECITALS**

- A. 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: On-Call Consulting for Planning, Building & Transportation Department and Community Development Department. City staff issued a RFQ on December 19, 2019 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 is specially trained, experienced and competent to perform the special services which will be required by this Agreement
- D. City and Provider desire to enter into an agreement for On-Call Consulting for Planning, Building & Transportation Department and Community Development Department, 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.

This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Planning, Building & Transportation Director/Community Development Director, based, at a minimum, upon satisfactory performance

of all aspects of this Agreement. Planning, Building & Transportation Director/Community Development Director may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement.

**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. The 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 7<sup>th</sup> 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 Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

**4. TIME IS OF THE ESSENCE:**

Provider and 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 City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from 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 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, physical disability (including HIV and AIDS), mental disability, medical condition (ex. 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. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the 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. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** 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 subsections 10A, B, C and D. 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 ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that 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 that is acceptable to City and licensed to do insurance business in the State of California.

c. 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, and volunteers as additional insured shall be submitted with the insurance certificates.

\_\_\_\_\_  
Provider Initials

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(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 aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, 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, and volunteers is required.



(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of 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-\$5,000,000 per occurrence or claim; and \$3-\$10,000,000 per aggregate.

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

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the 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.

**D. ADDITIONAL INSURED:**

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured 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.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by 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.

**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 his or her designee may consent or reject such request in his/her 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 of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, 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 the corporation.

**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 his/her 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 the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the 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 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 his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her 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 the 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 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 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 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 City shall be addressed to City at:

City of Alameda

[Department]

[Address]

Alameda, CA 94501

ATTENTION: [Title]

Ph: (510) [xxx-xxxx] / Fax: (510) [xxx-xxxx]

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

[Provider Name]

[Department]

[Address]

[City, State, zip]

ATTENTION: [Title]

Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

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

City of Alameda

[Department]

[Address]

Alameda, CA 94501

ATTENTION: [Name/Title]

Ph: (510) [xxx-xxxx] / Email

**18. SAFETY:**

a. The 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. The 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. The 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. The 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 City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, 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 attorneys' 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. 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 the 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 City.

**22. 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.

**23. WAIVER:**

A waiver by 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.

**24. INTEGRATED CONTRACT:**

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 City and Provider.

**25. 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.

**26. 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.

**27. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**28. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement 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, LLP, LC,  
GP, sole proprietor/individual)

CITY OF ALAMEDA

a municipal corporation

---

NAME

TITLE

---

Eric J. Levitt

City Manager

RECOMMENDED FOR APPROVAL

---

NAME

TITLE

---

[DEPARTMENT HEAD NAME]

[DEPARTMENT HEAD TITLE]



APPROVED AS TO FORM:

City Attorney

---

[NAME]

[Assistant] City Attorney

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

(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:  
AUTO

COMMERCIAL

CG 20 48 02

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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)
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SCHEDULE

# SAMPLE

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.**

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.

## **Attachment B: Client References**

The following is a list of four (4) references (public agencies preferred).

### **Reference #1**

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Consultant's Service Dates: \_\_\_\_\_

Consultant's Contract Amount: \_\_\_\_\_

Estimated Total Project Cost: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

### **Reference #2**

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Consultant's Service Dates: \_\_\_\_\_

Consultant's Contract Amount: \_\_\_\_\_

Estimated Total Project Cost: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

**Reference #3**

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Consultant's Service Dates: \_\_\_\_\_

Consultant's Contract Amount: \_\_\_\_\_

Estimated Total Project Cost: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

**Reference #4**

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Consultant's Service Dates: \_\_\_\_\_

Consultant's Contract Amount: \_\_\_\_\_

Estimated Total Project Cost: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_