



**ALAMEDA**

# **REQUEST FOR PROPOSALS**

*For*

## **PROPERTY MANAGEMENT SERVICES**

*For The*

**CITY OF ALAMEDA**

*January 16, 2025*

**Due Date:  
Tuesday, February 18, 2025  
at 2:00pm**

Email proposal to [astrauch@alamedaca.gov](mailto:astrauch@alamedaca.gov)

## **I. Introduction**

The City of Alameda (City), California is seeking a Commercial Property Management Service Provider to manage City-owned or controlled property at Alameda Point and other select locations throughout Alameda, under the direction of the Base Reuse and Economic Development Department.

It is necessary for Proposers to read carefully the information contained in this Request for Proposal (“RFP”) to understand how to submit the Proposal, what documents must accompany the Proposal and what legal obligations the Proposer is agreeing to by providing a successful Proposal. Any Proposer that wishes to be considered for this work must submit a complete proposal containing all the information requested in this RFP, attend a pre-proposal meeting and site walk (required) and participate in an interview, if invited.

The term “Proposer” means individuals, teams, firms, consultant(s), subconsultants or any combination thereof, who timely submit a Proposal for consideration in response to this RFP. The term “Proposal” means all documents, maps, photographs, and any other written materials plus any information communicated orally during the interview or during the negotiation process from the Proposer to the City of Alameda (“City”)/in support of the Proposer’s candidacy for selection.

## **II. Background**

Alameda Point, located in the City of Alameda, is part of the former Naval Air Station at Alameda. The property benefits from unique views of San Francisco Bay and offers one of the best remaining development opportunities for large scale development in the Bay Area. Today, Alameda Point is home to over 100 businesses and over 1,000 workers, benefitting from large industrial buildings with adjacent deepwater access.

The asset portfolio is described in **Exhibit A**, and includes over 100 Properties (“Properties”), and over 1,500 acres at Alameda Point, in addition to select properties across Alameda and Bay Farm Island. City staff are seeking a Property Management Firm to manage this asset portfolio and assist the Base Reuse and Economic Development Department in the maintenance and preservation of leased and unleased properties within the portfolio, until such time as the property is disposed of or developed based on City Council direction and market conditions. Additionally, the City has 67 residential units at Alameda Point, managed by a Residential Property Management Firm, which is overseen by the Commercial Property Management Firm. The City is not seeking a Residential Property Management firm within this Request for Proposals.

With complex environmental factors, buildings on the historic registry, and some property not yet conveyed by the Navy, the asset portfolio is considered unconventional, and it is highly encouraged that each applicant visit the site before bidding. Please see the attached asset portfolio described in **Exhibit A**. More information about Alameda Point including detailed maps can be found at the City’s website: <https://www.alamedaca.gov/Departments/Alameda-Point>

### III. **RFP Schedule**

RFP Issued	Thursday, January 16
Pre-Proposal Meeting and Site Walk	Monday, February 3
Deadline for RFP Questions	Tuesday, February 4, 5:00pm
RFP Q&A Posted	Monday, February 10
Proposals Due	Tuesday, February 18, 2:00pm
RFP Interviews	Week of February 24
Selection of Firm by City Council*	Week of May 5
Assignment Start Date*	July 1, 2025
*Dates subject to change	

### IV. **Submittal Instructions**

One (1) complete, bound, double-sided copy of the proposal plus one (1) digital copy on a thumb drive must be provided in a sealed envelope and received prior to 2:00 P.M. on Tuesday, February 18, 2025, addressed as follows:

**City of Alameda**  
**950 West Mall Square, Suite 205**  
**Alameda CA 94501**  
**Attn: Alesia Strauch, Base Reuse Manager**  
**Base Reuse and Economic Development Department**  
**City of Alameda**

Late proposals will not be accepted.

### V. **Pre-Proposal Meeting and Questions**

Please email any questions regarding the RFP to Alesia Strauch at [astrauch@alamedaca.gov](mailto:astrauch@alamedaca.gov) by 2:00 PM PST on Tuesday, February 4. Answers will be posted on the RFP webpage on Monday, February 10 on the City's RFP page: [www.alamedaca.gov/2025PMRFP](http://www.alamedaca.gov/2025PMRFP)

The Project Manager for this Project is:  
*Alesia Strauch*  
*Base Reuse Manager*  
*Base Reuse and Economic Development*  
[astrauch@alamedaca.gov](mailto:astrauch@alamedaca.gov)

The City will host a **required** Pre-Proposal meeting and site tour on Monday, February 3, beginning at 11:00 AM at City Hall West, 950 West Mall Square, #201, in Alameda. Any questions asked verbally at this meeting will be recorded and responses will be provided in the City's final Question and Answer document.

Additional Pre-proposal questions will be accepted from the RFP issue date until the question deadline listed on the first page of this RFP (as amended by written addendum, if any).

For questions not asked at the pre-proposal meeting, proposer must identify and submit questions in writing for clarification of any ambiguities or inconsistencies contained in this RFP or its exhibits prior to the question deadline. Proposers will be barred from protesting such ambiguities and/or inconsistencies if they failed to timely submit a question. However, a Proposer shall not be required to submit a question regarding any ambiguities or inconsistencies

that have already been the subject of a timely submitted question from another potential Proposer.

The City shall not be bound by oral explanations or instructions given at any time during the RFP process or after contract award. Written responses to substantive question(s) asked by one Proposer will be provided to all registered Proposers.

## **VI. Scope of Work**

Scope of work: This RFP is made by The City of Alameda ("Owner"), for the properties referenced in **Exhibit A** ("Properties") for proposals from professional commercial real estate management companies (collectively "Proposers" and individually "Proposer") to manage, operate, and maintain the Properties, in the manner as described in **Exhibit B** (Scope of Work).

This RFP specifies the information that the Proposers must provide in order to be considered by the Owner. Our decision will be made based upon a number of factors including but not limited to the staffing plan, the team's experience with managing comparable Properties, the Proposer's demonstrated understanding of the scope of work, and competitive fee. Owner reserves the right to accept any or reject all proposals.

The City is seeking individuals, teams, firms or a combination thereof, to work under the direction of City staff to provide the Scope of Work attached as **Exhibit B**.

## **VII. Proposal Content, Format & Instructions**

The City is requesting that submitted proposals contain the following information in the ensuing order with each section clearly labeled. Nonconforming Proposals may be rejected as nonresponsive:

1. Proposer's Background and Credentials (20 points\*): The proposal shall include in summary form, background information regarding the experience and capabilities of the Proposer. Include at a minimum the following:
  - a. An understanding of the property management needs of the City of Alameda and alignment of Proposer's experience with those needs.
  - b. A summary of any special procedures/systems unique to the Proposer's firm which would be of direct benefit to either the Properties or to the Owner in overseeing property operations.
  - c. A summary of the Proposer's managed portfolio in Northern CA, specifically Alameda, Oakland or the greater East Bay area, highlighting in particular any relevant examples. A minimum of three relevant examples are required.
  - d. A biography or resume for any known staff who are proposed for the property management team, including executive staff.
2. Staffing (15 points): The Proposal shall include a Staffing Plan that describes the staff that the Proposer will employ to directly manage the Properties. This plan shall include the following:
  - a. The number and titles (and/or functional descriptions), of the positions who will be directly involved with the property assignment.
  - b. Resumes of any key personnel who will be assigned to the Properties (including specific relevant experience) and information related to other assignments such as what key personnel currently manages.
  - c. Whether the positions will be employees of the Proposer or contracted services.
3. Financial, Administrative and Operational Reporting (15 points): The Proposal will detail

the real estate reporting, financial control, and accounting requirements. All financial statements and reports required by Owner are to be prepared in accordance with generally accepted accounting principles on a cash basis. The Proposal shall describe the Proposer's ability to comply with these requirements. Specifically, include at a minimum:

- a. A description of the accounting services, platforms and data processing capabilities of Proposer and examples of experience using these platforms.
  - b. A description of the policies and procedures that provide strong internal controls.
  - c. A listing of all financial and operational reports available to the Owner from the Proposer.
  - d. Names of the primary personnel who will be responsible for financial reporting and cash management and include the individuals' backgrounds and qualifications.
  - e. A sample of a monthly financial report, redacted if necessary.
4. Fees and Expenses (15 points) The proposal shall include a full description of all fees proposed by the Proposer to be charged for performing all the services, submitted in template provided in **Exhibit C**.

5. Service Agreement Acceptance (15 points): Proposer is required to submit written confirmation of the ability to meet the City's standard contract requirements. If terms of the Service Provider Agreement cannot be accepted, the proposal shall provide any proposed modifications to the Service Provider Agreement template, which is included as **Exhibit D**. Proposer should include a redline of proposed changes to the Service Agreement, as well as an explanation of the need for any requested changes.

Proposer should explicitly state that they have reviewed Section 10 of **Exhibit D** and have identified that no changes are needed, or any changes have been proposed with explanation.

Proposer should also include evidence of the Proposer's ability to provide comprehensive insurance coverage on its operations, including fidelity bond coverage as specified in the Sub management Agreement, general liability, umbrella and excess liability, automobile coverage, and worker's compensation.

*The City will consider changes submitted as part of the proposal, but no additional changes will be considered from the proposer after the February 18 submittal deadline. Therefore, please be sure any proposed changes are included with the initial submittal.* Please note that all proposed changes are subject to consideration by the owner and may not be accepted. Please note that proposals will be scored lower if proposer cannot accept the City's standard Service Provider Agreement language.

6. Repair, Maintenance/Operations Program (20 points) The proposal shall describe the manner in which the Proposer shall fulfill its repair, maintenance and inspection obligations.
- a. Does Proposer employ maintenance personnel directly or contract for this work? If employed directly, what is the hourly cost for both emergency and recurring maintenance services?
  - b. What is the protocol for reactive service calls?
  - c. What is the protocol for after-hours service calls and emergency response?
  - d. How often will you inspect both exterior and interior of the property?
  - e. Please describe your move-in and move-out processes for tenants. Also describe recommended pet policies/costs for tenants, etc.
  - f. Please reference the scope of work requirements related to an online portal.

## VIII. Selection Process

Based upon the submitted written responses to this RFP, City's selection team will review and rank the proposals according to the above scoring criteria.

City staff will select a maximum of three (3) Proposers to interview. Staff anticipates interviewing Proposers the week of February 24, 2025. The City reserves the right to conduct no interviews, or additional interviews, and to request additional information as needed to make its selection.

#### **IX. Additional Terms and Conditions**

1. Nondiscrimination: Applicants for this RFP shall not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
2. Permits, Licenses, and Insurance: The successful applicant for this RFP shall, at its sole expense, obtain and maintain during the term of any agreement executed pursuant to this RFP all appropriate permits, certificates, licenses, and insurance including, but not limited to, a City of Alameda Business License which may be required in connection with the performance of services hereunder.
3. Signatures and Declarations: Each proposal responding to this RFP must be signed on behalf of the submitting entity by an officer authorized to bind the entity to its proposal.
4. City's Right to Waive: The City reserves the right, in its sole discretion, to waive any immaterial irregularities in a proposal responding to this RFP or in the submission of a proposal.
5. City's Right to Modify the RFP: The City reserves the right, in its sole discretion, to modify this RFP should the City deem that it is in its best interests to do so. Any changes to the RFP requirements will be made by written addendum posted on the City's website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.
6. City's Right to Suspend or Cancel the RFP: The City reserves the right, in its sole discretion, to suspend or cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.
7. City's Right to Reject Any Proposal: The City reserves the right, in its sole discretion, to reject any proposal responding to this RFP that the City determines does not satisfy the conditions set forth in this RFP, or contains false, misleading, or materially incomplete information.
8. City's Right to Reject All Proposals: The City reserves the right, in its sole discretion, to reject all applicants and not to award to any applicant should the City deem that it is in its best interests to do so.
9. City's Right to Extend RFP Deadlines: The City reserves the right, in its sole discretion, to extend any of the deadlines listed in this RFP by written addenda should the City deem that it is in its best interests to do so.
10. Cost of Proposals: All costs incurred during proposal preparation or in any way associated with an applicant's preparations, submission, presentation or oral interview (if any) shall be the sole responsibility of Applicant.
11. Liability for RFP Errors: Applicants are solely responsible for all errors and omissions contained in their responses to the RFP.
12. Proposals Property of City: Upon receipt, each proposal responding to this RFP that an applicant submits to the City becomes the sole property of the City and will not be returned to the applicant.
13. 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 only when confirmed

in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all applicants to this RFP.

Exhibits

**Exhibit A:** Property Management Portfolio

**Exhibit B:** Scope of Work

**Exhibit C:** Fees and Expenses Template

**Exhibit D:** Service Provider Agreement

**Exhibit A-1**  
**Commerical Properties, Other City Properties,**  
**Residential Tidelands Docks**

**Alameda Point Commerical Leases**

<b>Bldg</b>	<b>Property</b>	<b>Tidelands</b>	<b>Approx Sq. Ft.</b>
1	950 W. Mall Square	Yes	4,693
2	1025 W Midway Ave	No	66,000
2	1041 W Midway Ave	No	10,000
2	2550 Monarch St	No	14,020
2	2599 Lexington St	No	138,439
3	2651 Lexington St	No	55,327
4	2701 Lexington St	No	228,880
6	950 W Ranger	Yes	19,790
7	851 W Midway Ave	No	15,072
10	2221 Lexington St	Yes	17,715
11	1190 W Tower Ave	No	110,651
12	1050 W. Tower Ave.	No	110,561
14	1800 Ferry Point	No	31,394
15	1610 Ferry Point	Yes	16,603
16	2600 Saratoga St	No	39,130
17	700 W Essex Dr	No	144,133
18	2700 Saratoga Street	No	25,747
19	2175 Monarch St	No	20,881
20	2701 Monarch Street	No	63,972
21	2601 Monarch Street	No	65,000
22	2501 Monarch St. Ste. 100	No	32,500
22	2501 Monarch St. Ste. 200	No	32,500
24	2301 Monarch Street	No	40,868
24	2301 Monarch Street, Ste. 100	No	14,997
25	1951 Monarch Street Suite 100	No	18,131
25	1951 Monarch Street Suite 200	No	19,074
25	1951 Monarch Street Suite 300	No	18,160
29	1701 Monarch Street	Yes	8,107
29	1701 Monarch Street	Yes	19,480
30	2900 Navy Way	Yes	5,196

31	Guard House	Yes	150
32	2451 Saratoga St	Yes	56,640
38	1603 Ferry Point	Yes	12,653
39	950 W. Tower Ave	Yes	106,000
41	650 W. Tower	No	109,293
42	2480 Monarch Street	No	2,965
43	2440 Monarch Street	No	5,220
43	2440 Monarch Street	No	4,480
44	2400 Monarch Street	No	5,073
62	1040 W Midway Ave	No	42,737
63	2650 Monarch St	No	5,100
64	1651 Ferry Point	Yes	986
68	1610 Ferry Point	Yes	1,600
77	2151 Ferry Point	No	21,136
78	475 Sunset Ct	No	17,700
92	650 W Ranger Ave	No	89,018
94	2790 Saratoga St	No	9,180
101	751 W Ranger Ave	No	not available
102	1280 W Midway Ave	No	1,957
113	450 W Atlantic Ave	Yes	13,115
114	2450 Saratoga St	No	76,895
115	2601 Todd St	No	2,784
116	2501 Todd St	No	7,178
135	750 W Redline Ave	No	33,114
137	650 W Redline Ave	No	17,900
162	400 W Atlantic Ave	No	107,029
163	1800 Orion Street	No	12,156
164	351 W Ticonderoga Ave	No	not available
166	1501 Viking Street	No	55,471
167	1500 Ferry Point	Yes	53,785
168	1651 Viking Street	No	146,055
169	1680 Viking Street Suite 101	No	43,355
169	1680 Viking Street Suite 102	No	43,355
170	1770 Viking Street	No	40,000
180	1780 Ferry Point	Yes	not available
271	421 W Trident Ave	No	not available

275	821 W Redline Ave	No	not available
302	1451 Skyhawk St	No	not available
338	51 West Hornet Avenue	No	53,200
360	1900 Skyhawk St	No	179,070
372	1770 Orion St	No	18,513
377	2761 Monarch St	Yes	not available
389	1005 W Redline Ave	Yes	not available
397	1690 Orion St	No	17,335
400	1150 W Tower Avenue	No	63,456
400A	1190 W. Tower Ave	No	65,400
405	2350 Monarch St	No	5,747
410	250 W Oriskany Ave	No	34,668
414	1820 Orion St	No	1,640
420	3100 Perimeter Rd	Yes	6,900
423	715 W Redline Ave	No	not available
458	815 W Redline Ave	No	not available
500	2351 Lexington St	No	4,141
525	2751 Todd Street	No	23,208
529	1501 Skyhawk St	No	3,200
530	120 W Oriskany Ave	No	82,251
542	150 W Hornet Ave	Yes	15,563
552	1990 Skyhawk St	No	not available
584	1402 Viking St	No	7,300
587	1800 Viking St	No	not available
601	1601 Ferry Point	Yes	not available
608	50 West Hornet Avenue	Yes	17,789
611	2440 Pan Am Way	No	1,000
612	1450 Ferry Point	Yes	4,000
614	2390 Monarch St	No	not available
615	1051 W Tower Ave	No	not available
616	1750 Orion Street	No	26,606
617	800 W Oriskany Ave	Yes	1,600
618	181 W Hornet Ave	No	not available
619	185 W Hornet Ave	No	not available
620	1401 Skyhawk St	No	not available
621	270 W Ticonderoga Ave	No	5,770
625	1470 Viking	No	1,560

626	1472 Viking	No	1,560
Land	50 West Oriskany Avenue 51 West Oriska	No	229,420
Land	641 W. Redline Ave	No	10,000
Land	1610 Ferry Point	Yes	115,203
Land	Encinal Boat Ramp	Yes	30,388
Land	Pier 1: 1599 Ferry Point Pier 2: 1499 Ferry Point Pier 3: 1399 Ferry Point	Yes	not available
Land	670 West Hornet Ave	Yes	31,798.8 land 148,104 submerged
Land	Northwest Territory	Yes	~70 acres
Land	Taxiway H	Yes	not available
Land	Enterprise Lot		not available

### Non-AP Commerical Leases

ADDRESS	Tidelands	SQ. FT.
2319 Central Avenue	no	1850
2317 Central Avenue	no	32,300
2315 Central Avenue	no	700
2264 Santa Clara Ave	no	11974
1923 Minturn Street	no	6,500
1925 Minturn Street	no	1,000
300 Island Drive (@ Doolittle)	no	9,000
1900 Thau Way	no	10,050
Midway Shelter	No	n/a
2900 Main Street	Partially Tidelands	196,020

### Non-AP Commercial Tidelands Leases

Ste #	Address	Tidelands	SQ. FT.
Parcels 18-21	1521 Buena Vista Avenue	yes	318,511
Parcels 23-28	2099 Grand Avenue	yes	835,611
Tract 9	2099 Grand Street	yes	35,545
Parcel 22	1535 Buena Vista Avenue	yes	463,783
	1144 Ballena Blvd.	yes	27 acres
	2900 Main Street, Suite 101	yes	14,963

	1815 & 2033 Clement Avenue	yes	378,972
	2900 Main Street	yes	31,904
	Coast Guard Island	yes	not aval.
	East Bay Regional Park District	yes	not aval.

### Cell Tower Leases

SITE ADDRESS	SQ. FT.
25 West Pacific Avenue	1400
Chuck Corica Golf Complex1 Club House Memorial Dr.	1443
Fire Station #42595 McCartney Rd.	1505
2501 Monarch St. Ste.	25000
1 Club House Memorial Dr	192
1300 Park St.	600
3225 McCartney Rd.	360
Chuck Corica Golf Complex1 Club House Memorial Dr.	400
Mastic Senior Center1155 Santa Clara Ave.	400
Fire Station #42595 McCartney Rd.	300
Krusi Park 900 Mound St.	250

### Tidelands Residential Docks

APN	Property Address	Ste #
69-29-1	3367 Fernside Blvd.	Tract 5121, Block A, Lot 1
69-29-2	1628 Fernside Blvd.	Tract 5121, Block A, Lot 2
69-29-3	1626 Fernside Blvd.	Tract 5121, Block A, Lot 3
69-29-4	1622B Fernside Blvd.	Tract 5121, Block A, Lot 4
69-29-5	1620 Fernside Blvd.	Tract 5121, Block A, Lot 5
	1616C Fernside Blvd.	Tract 5121, Block A, Lot 6
	1616B Fernside Blvd.	Tract 5121, Block A, Lot 6
	1616A Fernside Blvd.	Tract 5121, Block A, Lot 6
69-29-7-1	1610-1612 Fernside Blvd.	Tract 5121, Block A, Lot 7
69-29-15	1534 East Shore Drive	Tract 5121, Block A, Lot 8
69-29-16	1530 East Shore Drive	Tract 5121, Block A, Lot 9
69-29-17	1526 East Shore Drive	Tract 5121, Block A, Lot 10
69-29-18	1522 East Shore Drive	Tract 5121, Block A, Lot 11

69-29-19	1516 East Shore Drive	Tract 5121, Block A, Lot 12
69-29-20	1514 East Shore Drive	Tract 5121, Block A, Lot 13
69-29-21	1510 East Shore Drive	Tract 5121, Block A, Lot 14
69-29-22	1506 East Shore Drive	Tract 5121, Block A, Lot 15
69-29-23	1502 East Shore Drive	Tract 5121, Block A, Lot 16
69-29-24	3335 Liberty Avenue	Tract 5121, Block A, Lot 17
69-29-90	1450 East Shore Drive	Tract 5121, Block B, Lot 2
69-29-91	1448 East Shore Drive	Tract 5121, Block B, Lot 3
69-29-92	1446 East Shore Drive	Tract 5121, Block B, Lot 4
69-29-93	1444 East Shore Drive	Tract 5121, Block B, Lot 5
69-29-94	1440 East Shore Drive	Tract 5121, Block B, Lot 6
69-29-95	1436 East Shore Drive	Tract 5121, Block B, Lot 7
69-29-96	1432 East Shore Drive	Tract 5121, Block B, Lot 8
69-29-97	1414 East Shore Drive	Tract 5121, Block B, Lot 9
69-29-98	1410 East Shore Drive	Tract 5121, Block B, Lot 10
69-29-99	1406 East Shore Drive	Tract 5121, Block B, Lot 11
69-29-100	1400 East Shore Drive	Tract 5121, Block B, Lot 12
69-28-62	1380 East Shore Drive	Tract 5121, Block B, Lot 13
69-28-63	1376 East Shore Drive	Tract 5121, Block B, Lot 14
69-28-64	1372 East Shore Drive	Tract 5121, Block B, Lot 15
69-28-65	1368 East Shore Drive	Tract 5121, Block B, Lot 16
69-28-66	1366 East Shore Drive	Tract 5121, Block C, Lot 1
69-28-67	1364 East Shore Drive	Tract 5121, Block C, Lot 2
69-28-68	1362 East Shore Drive	Tract 5121, Block C, Lot 3
69-28-69	1358 East Shore Drive	Tract 5121, Block C, Lot 4
69-28-70	1354 East Shore Drive	Tract 5121, Block C, Lot 5
69-28-71	1350 East Shore Drive	Tract 5121, Block C, Lot 6
69-28-73	1328 East Shore Drive	Tract 5121, Block C, Lot 7
69-28-74	1324 East Shore Drive	Tract 5121, Block C, Lot 8
69-28-75	1320 East Shore Drive	Tract 5121, Block C, Lot 9
69-28-76	1316 East Shore Drive	Tract 5121, Block C, Lot 10
69-28-77	1312 East Shore Drive	Tract 5121, Block C, Lot 11
69-28-78	1308 East Shore Drive	Tract 5121, Block C, Lot 12
69-28-79	1304 East Shore Drive	Tract 5121, Block C, Lot 13
69-28-80	1300 East Shore Drive	Tract 5121, Block C, Lot 14
69-28-81	1250 East Shore Drive	Tract 5121, Block C, Lot 15
69-28-82	1246 East Shore Drive	Tract 5121, Block C, Lot 16

## Exhibit A-2 Alameda Point Residential Leases

Address
2540 Barbers Point Rd, Unit A
2540 Barbers Point Rd, Unit B
2540 Barbers Point Rd, Unit C
2540 Barbers Point Rd, Unit D
2601 Barbers Point Rd, Unit A
2601 Barbers Point Rd, Unit B
2601 Barbers Point Rd, Unit C
2601 Barbers Point Rd, Unit D
2651 Barbers Point Rd, Unit A
2651 Barbers Point Rd, Unit B
2651 Barbers Point Rd, Unit C
2651 Barbers Point Rd, Unit D
2811 Barbers Point Rd
2820 Barbers Point Rd
2821 Barbers Point Rd
2830 Barbers Point Rd
2831 Barbers Point Rd
2840 Barbers Point Rd
2841 Barbers Point Rd
2850 Barbers Point Rd
2860 Barbers Point Rd
2861 Barbers Point
2870 Barbers Point Rd
2901 Barbers Point Rd
2600 Lemoore Rd, Unit A
2600 Lemoore Rd, Unit B
2650 Lemoore Rd, Unit A
2650 Lemoore Rd, Unit B
2700 Lemoore Rd, Unit B
2701 Lemoore Rd
2765 Newport Rd
2801 Newport Rd
2815 Newport Rd
2825 Newport Rd
2750 Orion St
2745 Pearl Harbor Rd

2756 Pearl Harbor Rd
2760 Pearl Harbor Rd
2775 Pearl Harbor Rd
2780 Pearl Harbor Rd
2790 Pearl Harbor Rd
2800 Pearl Harbor Rd
2805 Pearl Harbor Rd
2820 Pearl Harbor Road
2825 Pearl Harbor Road
2830 Pearl Harbor Rd
2840 Pearl Harbor Rd
2845 Pearl Harbor Road
2850 Pearl Harbor Rd
2855 Pearl Harbor Rd
2775 San Diego Rd
2805 San Diego Rd
2835 San Diego Rd.
2865 San Diego Rd
2795 San Pedro Rd
2815 San Pedro Rd
2835 San Pedro Rd
2845 San Pedro Rd
2765 Seattle Rd
2805 Seattle Rd
250 W Essex Dr
2700 Lemoore Road, #A
301 W Essex Dr
350 W Essex Dr
390 W Essex Dr
555 W Essex Dr

## EXHIBIT B

### SCOPE of WORK TO BE PERFORMED BY PROPERTY MANAGEMENT SERVICES PROVIDER

Property Management of the Commercial Properties, Other City Properties, and Residential Tidelands Docks Properties listed in **Exhibit A-1**, and Oversight of Management for Alameda Point Residential Properties Listed in **Exhibit A-2** and Pre-Development Properties Listed in **Exhibit A-3** (collectively **Exhibit A**, “Property Management Portfolio” or “Properties”).

The Property Management Services Provider (“Provider”) shall diligently perform its duties under the Scope of Services and shall devote sufficient time and effort to ensure that the City’s assets are managed, leased, licensed, operated, maintained and serviced.

**A. Property Management of Commercial Properties, Other City Properties and Tidelands Trust Properties.** To be performed by Provider on behalf of the City of Alameda (the “Property Management Services”):

- i. Personnel. The Provider, as employer, shall hire, pay, supervise and discharge all its employees, contractors and subcontractors (collectively “personnel”), as necessary. Such personnel shall, in every instance, be the employees or independent contractors of the Provider and not of the City. Personnel who are responsible for, or have access to, money of the City shall be bonded by a fidelity bond company at the expense of Provider.
- ii. Tenant Relations and Customer Service. Provider shall be familiar with the terms and provisions of all the various City’s leases, licenses and other real property agreements, shall perform all delegable property management duties of the City as landlord to ensure all remain in full force and effect, with no default by the City, and shall enforce the full performance of all obligations.
  - i. Provider shall maintain business-like relations with tenants, receive and track requests, complaints and the like from tenants and respond within one (1) business day and act, if required to do so, upon the foregoing in reasonable fashion.
  - ii. Written communication is encouraged through mail, email, and other easily tracked mechanisms and offer an online portal for information pertaining to the property for tenants. Provider shall maintain adequate channels for communication and response for afterhours emergencies.
  - iii. Provider will collaborate with City to establish within six months of contract start a digital real property asset management system (digital system) in a platform that will be readily accessible by City and Provider. Provider will be tasked with populating data, uploading and updating all information related to tenancies in Managed Property to the system.
  - iv. Provider will coordinate access for showing of properties to perspective tenants, tenant move-ins and move-outs including notification of applicable City departments and utilities; process receipt of rents and deposition, disposition of; deposits and collect and distribute keys.
  - v. Provider shall notify all tenants of all rules, regulations, and notices as may be promulgated by the City, governing bodies and insurance carriers.

- vi. Provider shall obtain insurance certificates and endorsements from tenants evidencing compliance with the lease terms.
  - vii. Provider shall maintain tenant contact information and notify tenants of special events, construction, testing activities, utility outages, state power alerts, road closures and street work.
- iii. Collection of rents and sums due City. The Provider shall diligently undertake the calculation, tracking and collection and deposit of rents, fees, taxes, expenses and other amounts payable and due the City. Provider will track tenant security deposits, prepaid schedule and any rent credits approved by City. Provider will work with City to establish a new system for collection of Alameda Point Community Facilities District payments from City tenants, and annual reporting on these payments.
- iv. Books and Records. Provider shall maintain and make accessible to City complete books and records in accordance with generally accepted accounting principles applied on a consistent basis in connection with its management and operation of the City's real property. Accounting must be separated for Commercial Properties, Other City Properties, Residential Properties and Tidelands Trust Properties and such books and records shall be clearly identified and readily accessible. Provider will prepare lease abstracts, operating budgets, monthly management and detailed financial reports, quarterly budget update reports, annual operating budget and annual report. Provider must ensure accurate allocations and categorizations. Any miscalculation, error or lack of clarity on lease credits, revenue or expenditure accounting must be immediately reported to City in writing.
- v. Financial Reporting. Provider will prepare an annual fiscal year (July-June) budget for all three categories of properties, which shall be submitted to City no later than February of the year prior for initial review. Provider will render to the City a detailed monthly financial report in PDF as well as in a digital format that can be important into the City's financial system (currently Tyler Munis) and assist with City's annual audit and other ad hoc financial requests or audits as needed.
- vi. Repairs and Maintenance. Provider shall coordinate with City and cause all repairs and shall cause all maintenance to be performed on the buildings, grounds and other improvements of the City's real property. Provider shall also use commercially reasonable efforts to perform or furnish any and all emergency repairs or services necessary for the preservation of the property or to avoid the suspension of any service or danger to life or property. Provider will track and manage all tenant and sub-tenant related issues and requests.
- vii. Service Contracts. Provider shall administer and oversee third-party service providers contracted by the City, and process in a timely manner approved payments from reserve account within the budgeted amount, which may include: consultants, utilities, installation, maintenance, repair, inspection, security, landscaping, pest control, alarms (fire and security), custodial and other services and for the acquisition of such equipment and supplies as may be necessary for the management, operation, maintenance and servicing ("Work").
  - i. Provider shall (a) prepare budgets, (b) negotiate contract terms (c) supervise other consultants, contractors or service providers; and (d) perform such other

services as are reasonably requested by the City from time to time in connection with the Work.

- ii. **Competitive Bidding.** Ensure that contracts for Work with third party vendors provide "best value" when benchmarked against comparable commercial properties. Compliance with City procurement policies is required.
  - viii. **Other Services.** Provider shall perform all other services which are normally performed in connection with the operation and management of similar professionally managed developments. This includes participation in weekly staff meetings with City and support of City's activities related to leasing, licensing marketing and real property development.
  - ix. **Compliance with Laws, Permits and Licenses.** Provider shall comply with all laws, rules and regulations and any and all orders or requirements of any governmental authority having jurisdiction there over affecting the City's real property. For its own operations, Provider, at its sole expense, shall obtain and maintain all appropriate permits, certificates and licenses, including, but not limited to, a City of Alameda Business License.
  - x. **Legal Actions.** Any proposed legal action in connection with a tenant, including actions to evict tenants in default and to recover possession of such tenants' premises, shall be referred to the City Attorney's office acting as general counsel for the City for review and handling. Provider shall cooperate with City and give all pertinent information in its possession and provide reasonable assistance in the defense or disposition of any claims, demands, suits or other legal proceedings which may be made or instituted by any third party against the City which arise out of any matters relating to the City's real property or Provider's performance.
  - xi. **Notices.** Provider shall promptly deliver to the City all notices received, including claims of injury or damage, from any contractor, subcontractor, governmental or official entity, any tenant or any other party with respect to the Property Management Portfolio.
  - xii. **Emergency Service.** The Provider will ensure twenty-four (24) hours, seven (7) days per week after-hour emergency service coverage. The Provider's designated emergency personnel will be required to respond on-site if necessary.
  - xiii. **Inventories and Supplies.** Provider agrees to supervise and purchase, or arrange for the purchase, in an economical manner, of all inventories, provisions, supplies and operating equipment which, in the normal course of business, are necessary.
  - xiv. **Inspections.** Provider shall inspect or cause to be inspected all exterior areas of the Managed Properties for safety hazards on a regular basis and shall report on such inspections to the City. Provider shall coordinate and perform all required building inspections and seek to inspect interiors on an annual basis, and, if appropriate, shall make demands on any tenants who have not performed in accordance with the terms of such tenant's lease. Provider shall inspect or cause to be inspected all premises upon termination of leases and calculate the cost of repairs and damages to be deducted or otherwise determined.
- B. **On-Site Property Management.** City will identify and provide a suitable space for Provider to perform daily on-site Property Management functions, which will include a publicly accessible office location to be staffed during business hours, as well as a suitable workshop, storage and parking area. As such, Provider shall not charge City for property lease expenses but will be

responsible for utilities. Parking areas shall be free to Provider unless City imposes pricing on lots that are offered to Provider, at which point Provider may pass the costs of parking fees through to the City as part of its annual budget.

- C. **Security.** Provide direct supervision and oversight of selected firm contracted by the City to provide 24-hour security patrol of the perimeter and common areas of the City's real properties at a level to be agreed upon by City and Provider. Provider shall prepare and email to the City a monthly report including a summary of incidents to which security personal responded.
- D. **Building Engineering.** Provide direct supervision and oversight of selected firm contracted by the City to provide custodial tasks, general exterior upkeep, regular maintenance services and respond to calls for minor repair work ("Building Engineering") to be performed at the City's real property at a level to be agreed upon by City and Provider. Provider shall direct Building Engineer to respond and oversee action taken. Provider shall work with Building Engineer to prepare simple scopes for work, procure and review bids and invoices for completeness, and provide recommendations to City.
- E. **Licensing Services.** Provider shall provide licensing services and oversight including scheduling, marketing, negotiations with prospective Licensees, preparation and execution of documents, as directed by City, in connection with the short-term licensing of certain City owned properties.
  - i. Provider may choose to seek consideration in the form of a mutually agreeable commission rate based on the actual Licensee fee paid to City for the executed License Agreement to which Provider is listed as agent for City. Provider understands some Licenses will have no monetary fee (no-fee License), at the full discretion of City, and in those cases zero commission would be due. Provider agrees to cooperate with and assist the City and its agents with all efforts to lease, license, sell, finance or refinance without such cooperation giving rise to compensation.
- F. **Oversight of Property Management for Alameda Point Residential Properties.**
  - i. Provide assistance to City in the competitive selection of a Residential Property Management Provider.
  - ii. Provide direct supervision and oversight of selected firm contracted by the City to provide Residential Property Management services for all 67 residential units owned by the City and maintain the park area on Lemoore Road. Residential Property Management Provider will provide the general Property Management services as they apply to the Residential Properties owned by the City.
  - iii. Units are expected to be leased timely, at market rates based on the Residential Property Management Provider's knowledge of prevailing rates in Alameda.
  - iv. Provider will work collaboratively with Residential Property Manger to ensure cohesive bookkeeping, financial management, records and monthly, quarterly and annual reporting to City, consistent with reporting requirements identified in A.iv. above.
- G. **Oversight of Pre-Development Properties.**
  - i. Provider shall work collaboratively at the direction of City with the City's Operator overseeing the residential units included within the Pre-Development Properties listed in Exhibit E and the Operator's selected Residential Property Management Service Provider.
  - ii. Provider shall act as Agent for City in delivering required Landlord Notices to the Operator and their Residential Property Management Service Provider but is not

expected to work directly with residential tenants of these properties. Landlord Notices may include the pass-thru of annual reporting and inspection requirements or code compliance notices and ensuring responses to the City are received in a timely fashion. Security, landscaping, maintenance, repair, bookkeeping, records, and collection of rents, all tenant interface, etc. are within the scope of the Operator for the residential properties listed in Exhibit E.

- iii. Provider shall be asked to oversee the vacant land and improvements within Exhibit E, as they are turned over to the City and held until full development, at the direction of the City. This would entail management and oversight of exterior security and landscaping service providers' work.

**Exhibit C: Proposed Fees and Expenses**

Proposers: Please fill out this table and submit with your final proposal. Please include an Excel as well as PDF version of this template in your digital submittal.

Proposer Name:

Position Classification	Annual Salary for FY2025-2026	Annual Benefits	Share of Position Dedicated to Alameda	Total Annual Cost Year 1	Annual Escalation Factor	FY 2025-6 Total Cost	FY 2026-2027 Cost	FY 2027-2028 Cost	FY 2028-2029 Cost	FY 2029-2030 Cost	FY 2030-2031 Cost
<b>Labor Costs (Subtotal)</b>	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Manager- Supervisor											
Property Manager											
Commercial Operations Manager											
Assistant Property Manager											
Lease Administrator (Accounting)											
Property Administrator (Administrative)											
Other Position 1											
Other Position 2											
Other Position 3											
Other Position 4											
<b>Property Management Fee</b>											
<b>Other Direct Costs</b>	<b>Description of Cost</b>					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Cost 1 (Please specify)	<i>Describe Cost here</i>										
Other Cost 2 (Please specify)	<i>Describe Cost here</i>										
Other Cost 3 (Please specify)	<i>Describe Cost here</i>										
Other Cost 4 (Please specify)	<i>Describe Cost here</i>										
Other Cost 5 (Please specify)	<i>Describe Cost here</i>										
Other Cost 6 (Please specify)	<i>Describe Cost here</i>										
<b>Total Costs</b>						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**License Commission Fee Proposal:**

*Please describe any commission structure for negotiating and executing licenses with a period of less than one year.*

**Additional Notes:**

*Please provide additional notes as needed here*

**EXHIBIT D**  
**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 [STATE corporation, LLC, LP, GP, or 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: property management services for the properties identified in **Exhibit A** attached hereto (collectively, the “Property Management Portfolio”). City staff issued an RFP/RFQ dated January 16, 2025 and after a submittal period of \_\_ days received \_\_\_\_ 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. Whereas, the City Council authorized the City Manager to execute this agreement on \_\_\_\_\_.
- E. The City and Provider desire to enter into an agreement for property management services, 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 \_\_\_\_\_2025, and shall terminate on the \_\_\_\_ day of \_\_\_\_\_ 2026, unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement for up to two (2) extension terms, with each extension term having an additional two (2) year term. 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, except for mutually agreeable modifications to fees, staffing reimbursements and other economic terms as negotiated and agreed by the parties and memorialized in a signed amendment to this 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 B** (“Scope of Work”) as requested. Provider acknowledges that the work plan included in **Exhibit B** 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 **Exhibit C** 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 C**.

b. Total compensation shall not exceed as follows:

FY XX-XX total compensation shall not exceed \$XX  
FY XX-XX total compensation shall not exceed \$XX  
FY XX-XX total compensation shall not exceed \$XX  
FY XX-XX total compensation shall not exceed \$XX  
FY XX-XX total compensation shall not exceed \$XX  
Total \_\_\_ compensation shall not exceed \$**XXX,XXX**

For clarification purposes, the parties agree and confirm that the above not-to-exceed compensation for the initial term does not include the licensing commissions due and payable to Provider pursuant to **Exhibit C** as such licensing commissions will fluctuate.

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

**4. BUDGET AND EXPENSES:**

a. Budgets. Provider acknowledges that the fiscal year for the City is July 1-June 30. No later than February 15th of each year, or such other date specified in a written notice from the City to Provider, Provider shall submit to the City, for the City's written approval (which shall not be unreasonably withheld), a proposed budget for each of the Managed Properties, and a description of the property management services to be provided by Provider during the next fiscal year. Provider shall provide such other financial data and other information as may be required by the City in connection with the preparation of its annual business plan or which may otherwise be reasonably requested by the City.

b. Expense of City. All payments made, or expenses incurred, by the Provider in the performance of the property management services performed by Provider pursuant to this Agreement shall be paid or reimbursed by the City, except as otherwise provided in this Agreement. The City shall pay all compensation due and payable to Provider pursuant to this Agreement.

c. Payment by the Provider. Subject to Section 4(d) below, without the necessity of obtaining the prior written consent of the City, the Provider shall make all payments for repairs and maintenance costs incurred and equipment and supply purchases made pursuant to the service contracts entered into by the City as further described in the budget approved pursuant to Section 4(a) above.

d. Source of Payment. Any authorized payments made by the Provider on behalf of the City shall only be made out of such funds as the Provider may from time to time hold for the account of the City or as may be provided by the City.

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

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

**6. STANDARD OF CARE:**

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

**7. 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. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

**8. 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.

**9. 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. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

**10. 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.

**11. 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). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. 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.

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

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, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(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. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(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 claim

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(S):

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).

f. 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.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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  
[Department]  
[Address]  
Alameda, CA 94501  
ATTENTION: [Title]  
Ph: (510) [xxx-xxxx]

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  
[Department]  
[Address]  
Alameda, CA 94501  
ATTENTION: [Name/Title]  
Ph: (510) [xxx-xxxx] / Email

**19. 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.

**20. 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.

**21. ATTORNEYS' FEES:**

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

**22. 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.

**23. 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. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

**24. 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.

**25. 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.

**26. 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. PREVAILING WAGES:**

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. NONDISCRIMINATION – FEDERAL REQUIREMENTS:**

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

- (1) Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- (2) Selection for training, including interns and apprentices.
  - A. Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - B. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.
  - C. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
  - D. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

E. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which the City may determine to cancel, terminate, or suspend this Agreement. The City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by the City that Provider has violated the anti-discrimination provisions of Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, the City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

A. Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

- C. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

(2) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

- A. Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 5). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.
- B. Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.
- C. Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.
- D. In resolving any conflict between the accessibility standards cited in paragraphs (A), (B) and (C) above, the more stringent standard shall apply.]

**32. NONDISCRIMINATION – HUD REQUIREMENTS:**

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment

without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

- (1) Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- (2) Selection for training, including interns and apprentices.
  - A. Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - B. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.
  - C. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
  - D. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
  - E. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which the City may determine to cancel, terminate, or suspend this Agreement. The City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by the City that Provider has violated the anti-discrimination provisions of this Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, the City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

- A. Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- C. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

(2) EMPLOYMENT AND CONTRACTING OPPORTUNITIES

- A. Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts

for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24 Part C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

(3) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities including but not limited to:

- A. Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.
- B. Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.
- C. Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.
- D. In resolving any conflict between the accessibility standards cited in paragraphs (A), (B) and (C) above, the more stringent standard shall apply.]

**33. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:**

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.]

**34. MULCH PROCUREMENT REQUIREMENTS**

Providers of landscaping maintenance, renovation, and construction shall:

- a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application shall comply with [14 CCR, Division 7, Chapter 12, Article 12](#) and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in [14 CCR Section 17852\(a\)\(24.5\)\(A\)\(1\) through \(3\)](#).

b. Maintain the following records for compost and SB 1383 eligible mulch and submit to the City upon request:

- (1) General description of how and where the product was used and applied;
- (2) Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the compost and/or SB 1383 eligible mulch were procured;
- (3) Type of product
- (4) Quantity of each product; and,
- (5) Invoice or other record demonstrating purchase or procurement.]

**[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 NAME,  
a (California corporation, LP, GP sole proprietor/individual)

CITY OF ALAMEDA,  
a municipal corporation

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Jennifer Ott  
City Manager

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Abigail Thorne-Lyman  
Director, Base Reuse and Economic  
Development Department

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
Len Aslanian  
Assistant City Attorney

# SAMPLE

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  
2263 Santa Clara Avenue  
Alameda, CA 94501

(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:  (Authorized Representative)
Named Insured:	

SCHEDULE

**SAMPLE**

Name of Person or Organization:  
 City of Alameda  
 2263 Santa Clara Avenue  
 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.