



Request for Proposals

For

Climate Action and Resiliency Plan (CARP) Update

For The

City of Alameda

Thursday, August 24, 2023

Due Date:

Thursday, September 21, 2023, 4:00 p.m.

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1. Introduction

1.1. Purpose of the Request

The City of Alameda (City) is seeking a qualified consultant or team of consultants (Consultant) to provide facilitation, planning and analysis in support of the Alameda Climate Action and Resiliency Plan (CARP) update. CARP was developed in 2019 and looks out to 2030. This update will include a greenhouse gas (GHG) inventory and serve as a mid-cycle update and blueprint for the next phase of the City's climate work from 2025 to 2030 with a focus on implementation steps needed to address the remaining tasks before 2030 and to achieve net zero emissions. A full CARP update will occur in 2030.

1.2. Background

Alameda is an island city facing an existential threat from climate change. The issue is particularly acute from rising seas and groundwater that threaten to cause significant permanent inundation by mid-century. Alameda is committed to equitably addressing this challenge while also aggressively contributing to the global effort to reduce greenhouse gas (GHG) emissions. We are committed to being a regional and global leader in the effort and have a deep understanding that our ability to remain on this island in the long-term is deeply connected to that global effort. As we move into the next stage of climate action in Alameda, we are committed to deepening our existing commitments and forging a path toward climate neutrality as soon as possible.

Alameda's CARP was adopted in 2019 with the goal of equitably reducing our GHG emissions by 50% below 2005 levels and achieving net zero carbon emissions as soon as possible while adapting to the impacts of climate change. In 2019, the Alameda City Council also declared a climate emergency that supports a global push to net zero emissions no later than 2030, but does not commit the City to this specific goal given the goal setting that was currently underway in the CARP process at the time.

Since the CARP's adoption, Alameda Municipal Power (AMP) began providing 100% clean electricity to all customers beginning in 2020 and the city hired a permanent Sustainability and Resilience Manager in 2021 charged with overseeing implementation of the plan. The City has made good strides towards achieving and completing many of our CARP actions as shown in the CARP annual reports; however, we are not on track in all areas of the plan. With a focus on equitable implementation, there is a need to focus on how to successfully achieve the plan's goals by 2030.

CARP is not the only city plan that addresses climate change. A number of new plans have been developed or are in the process of being developed since CARP adoption that address many aspects of CARP. These plans include the [Transportation Choices Plan](#) (2018), [AMP Strategic Plan](#) (2020-2025), [General Plan](#) (2022), [Climate Adaptation and Hazard Mitigation Plan](#) (2022), [Active Transportation Plan](#) (2023), [Equitable Building Decarbonization Plan](#) (2023), [Urban Forest Plan](#) (in progress), and the [Zero Waste Plan](#)

[Update](#) (in progress). The CARP update process should incorporate and align with all these plans.

Alameda has also taken the lead in recent years in forming the San Leandro Bay/Oakland-Alameda Estuary Adaptation Working Group (Adaptation Working Group). The Working Group is a coalition of shoreline communities and stakeholders working to co-create a coordinated and inclusive future-looking action plan and subregional organizational structure to accelerate sea level rise adaptation, protect and restore water quality, recreation, habitat, and promote community resilience. The Adaptation Working Group is organized around the [SFEI San Leandro OLU](#), which stretches from the Bay Bridge touchdown in the north to Oyster Bay in the south and includes the shorelines of Alameda and Oakland. Through this working group, Alameda has been successful in securing grant funding for several projects, including a [long-term plan](#) for the entire subregion, and adaptation projects for [Bay Farm Island](#) and the [Oakland-Alameda Estuary near the Posey/Webster Tubes](#). These projects address some of the priority flooding areas identified in CARP.

[Community Action for a Sustainable \(CASA\)](#) was formed by community members and City staff in 2008 to help the City implement its 2008 Local Action Plan for Climate Protection. Because most of the GHG emissions in Alameda are from residents and businesses (rather than City government), the founders felt that it would be more effective to have a community-based organization as a partner with the City, rather than forming a City commission. CASA is led by a volunteer steering committee and is organized by subcommittees covering different subject areas (including climate education, energy, transportation, and zero waste). CASA works closely with City staff (including those from Sustainability and Resilience, Planning and Transportation, Public Works, and AMP) to implement the strategies identified in the City's 2019 CARP. CASA also collaborates with other Alameda institutions and non-government organizations, including the Alameda Unified School District, the Alameda Chamber of Commerce, business associations, faith-based organizations, and other non-profits and community-based organizations. CASA became a 501c3 non-profit organization in 2016 and receives government and foundation grants to implement climate-related programs in Alameda. CASA is a key partner in CARP development and implementation.

1.3 Project Goals

This process will result in an updated CARP with updated vision, goals and objectives that details a prioritized set of climate actions to meet the CARP 2030 goals. The plan will be updated alongside community partners and key stakeholders, and will prioritize vulnerable populations. The update will include detailed implementation plans that guide the City's climate action over the next five years (2025-2030). A clear implementation roadmap with budgets and staffing needs is critical for the City to be successful as we take our next steps to be climate-ready and carbon-neutral as soon as possible. This update will also seek to empower residents to carry out community-level action in support of Alameda's climate goals.

The scope of work for the Consultant shall consist of the tasks outlined in the Scope of

Work, which the City may modify in collaboration with the selected Consultant. All activities will be undertaken in close coordination with the City, CASA, key stakeholders and the community.

1.4 Our Values

- **Goal-oriented:** We have some tough choices ahead of us, but we recognize that we need to take strong, dynamic action now to reach our carbon neutrality and adaptation goals.
- **Equity:** We want to ensure that the benefits and opportunities of climate action extend to all Alamedans as we work to create a healthy, resilient and thriving City for all.
- **Transparency:** Transparent climate action planning and implementation gives our community members a say in determining the outcomes of climate action. We work hard to make information about Alameda’s climate challenges and the actions we’re taking accessible to all ages and backgrounds.
- **Accountability:** We want to ensure the plan has clear milestones and metrics, and that we can provide regular progress updates.
- **Effectiveness:** We want a plan that recognizes where we are, that aims high and that can be implemented by City staff, AMP, community partners and the general public – everyone should know their role and what they need to do.
- **Data-informed:** We believe in using data to help us understand all of our policy and technology options and identify the steps we need to take now to reach our goals.

1.5 Consultant Role

This RFP is seeking a qualified Consultant to provide support in facilitating the City’s mid-cycle CARP update, stakeholder engagement strategy, building implementation plans, and developing a final report. Through this RFP, the City will select a Consultant that has demonstrated experience conducting GHG inventories, plan development, and facilitating deep community engagement.

The Consultant will develop a mid-cycle review and plan update that:

- Evaluates and updates plan goals in alignment with a new state of the art GHG inventory, a review of CARP implementation progress to date, the latest climate science, and current and anticipated state and federal climate goals.
- Reviews and updates, as necessary, the plan’s GHG reduction strategies to achieve plan goals.
- Develops a template and guidance for the city to conduct future GHG inventories in-house on an annual or biannual basis.

- Incorporates the City’s Climate Adaptation and Hazard Mitigation Plan (a FEMA approved Local Hazard Mitigation Plan, 2022) into CARP and revising the plan and strategies as necessary.
- Develops detailed equity-centered implementation plans, including key actions, funding and staffing needs for high-priority climate adaptation, hazard mitigation and GHG reduction strategies to be implemented over the next five years to ensure the City meets the CARP goals.
- Develops a visually appealing, easy to use dashboard using engaging storytelling and graphics that Alameda residents can use to track progress and understand how they can be involved in implementation of the plan.
- Engages the community in a meaningful conversation about the goals and strategies of the plan update and supports businesses, community organizations and individual residents to take action to help achieve the plan goals.

A detailed scope of work is provided below in the Scope of Work section.

1.6 Project Schedule and Budget

It is expected that this project will be completed by **January 2025**. It is not a low bid project; however, the goal is to choose the Consultant that provides the best overall value. Strength and pricing of the proposal will both be considered in the evaluation process.

1.7 RFP Schedule

The table below shows the preliminary RFP Schedule. Dates are subject to change. Any changes will be posted in an addendum that can be found on the RFP website. Please note that all proposals will be public record. **Do not submit confidential information in your Proposal.**

Dates and Times	Action
Thursday, August 24th	RFP Issued
Tuesday, September 5th 1:00 – 2:00 p.m.	Pre-Bid Meeting (optional)
Friday, September 8th	Deadline for RFP Questions
Wednesday, September 13th	RFP Q&A Posted
Thursday, September 21st, 4 p.m.	Proposals Due
Wednesday, October 4th - morning	RFP Interviews (if needed)
Week of October 9th	Selection of Consultant

1.8 Project Manager

With the release of this RFP, all communications must be directed in writing via email to the contact person below. Any oral communication is considered unofficial and non-binding to the City.

The RFP contact and Project Manager is:

Danielle Mieler, Sustainability and Resilience Manager
Planning, Building and Transportation
Alameda City Hall
2263 Santa Clara Avenue, Room 190
Alameda, CA 94501
Phone: (510) 747-4713
Email: dmieler@alamedaca.gov

The Website for this RFP and related documents is:
<https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>.

All project correspondence will be posted on the RFP website linked above. It is the responsibility of vendors to check for updates and any RFP addenda.

Pre-bid Meeting (optional)

The optional pre-bid meeting is on **Tuesday September 5th, 1:00 – 2:00 p.m.**, and is virtual using the following video link with phone option:

Zoom link: <https://alamedaca.gov.zoom.us/j/89318068234?pwd=bmM2UGxrQzJJWmtFWWFHZXc1Z0Y2Zz09>

Meeting ID: 893 1806 8234

Passcode: 491325

Zoom Phone Number: (669) 444 9171

Questions

Please email any questions regarding the RFP to Danielle Mieler at dmieler@alamedaca.gov by **Friday, September 8th**. Questions and answers will be posted on the RFP webpage by Wednesday, September 6th.

Submittal Instructions

Please submit your proposal electronically to Danielle Mieler, Sustainability and Resilience Manager at dmieler@alamedaca.gov by **4:00PM PDT on Thursday, September 21, 2023**. Late proposals will not be accepted.

The proposal should be submitted as a single .pdf file, with the subject line: **(Name of**

Organization) Response to RFP: CARP Update.

Submittal Requirements

The City is requesting Consultant to submit the following materials for consideration by the Selection Committee. (15-page maximum)

1. Letter of Interest: A letter expressing interest in being considered the Consultant. Please include the name, title, mailing address, phone number and email address of the person whom the City should contact regarding this response. The letter of interest must be signed on behalf of the submitting Consultant by someone authorized to bind the Consultant to its proposal (1-page recommended).
2. Project Understanding and Approach: A statement demonstrating Consultant understanding of the proposed project and describing Consultant approach to completing the scope of work in a timely and cost-efficient manner (1-page recommended).
3. Team Organization and Description: An organizational chart and information about the relevant experience for the applicable staff. One employee must be designated as the principal contact and Project Manager for the City (1-page recommended).
4. Key Staff/Team Experience: For key team members, please provide resumes and include examples of experience on adaptation plans and projects (5-page maximum excluding resumes).
5. Letters of Commitment: If applying with partners, letters of commitment from all partner organizations (other than lead) certifying their role and responsibilities in the proposed work plan (1-page recommended for each letter).
6. Work Plan, Fee Proposal and Schedule: A detailed work plan, task-by-task budget proposal, and implementation schedule. If Consultant has additions or suggested amendments to the presented scope of work, please include them in Consultant response. (5-page maximum recommended)
7. City Standards: The City's standard service provider agreement is attached as Exhibit A. If Consultant has any questions/concerns related to the standard form contract, Consultant must submit them in writing with the response to this RFP.

Selection Process

Based upon the submitted written responses to this RFP, the Selection Panel will review and rank the Consultant proposals according to the following criteria:

Categories	Points
<p>Project Proposal</p> <ul style="list-style-type: none"> • Proposed work plan supports the project's goals and activities with clear, technically sound, and practical approaches, methodologies, and activities related to implementing the Scope of Work. • Project activities are clearly defined and described. • Time commitment of staff is appropriate to the project scope. 	40 points
<p>Timeline & Budget Proposal</p> <ul style="list-style-type: none"> • Timeline of work is feasible. • Budget is in alignment with the proposed activities. • Budget and timeline demonstrate understanding of programmatic priorities. • This will not be a low-bid contract. However, proposed contract budget, cost controls, program efficiencies, and other budget matters will be taken into consideration. 	20 points
<p>Organization Experience</p> <ul style="list-style-type: none"> • Qualifications and relevant organization, staff experience and capacity to perform the proposed work plan. • Experience partnering with both public entities and private organizations on projects of similar size and scope. 	35 points
<p>Ability to meet the City's standard contract requirements</p> <ul style="list-style-type: none"> • Through execution of the Service Provider Agreement attached as <u>Exhibit A</u>; written confirmation of this condition is required to be eligible to submit a proposal. If Consultant has questions/concerns related to the standard form contract, Consultant must submit them in writing with the response to this RFP. 	5 points
<p>Total Eligible Points</p>	100 points

2. Scope of Work

2.1 Project Organization

The City of Alameda Sustainability and Resilience Manager will oversee the CARP update as part of the city's goal to achieve carbon neutrality as soon as possible and prepare the City for the impacts of climate change, while helping the city and its residents to prosper and grow.

The updated plan will be divided into two parts: Climate Action (GHG reduction) and Resilience (climate adaptation and hazard mitigation). The Resilience section will incorporate the 2022 Climate Adaptation and Hazard Mitigation Plan to review and update the plan as needed, including a review of strategies and detailed implementation plans for priority strategies. The plan review will also include a review of the latest groundwater rise science and incorporation of additional groundwater actions as needed.

The project will be under the direction of a Green Team. The Green Team consists of core City departments and key partners, including AMP, Alameda Housing Authority, CASA and other invited representatives depending on each meeting's topic. The Consultant will undertake targeted stakeholder engagement to obtain input on the plan update and to understand how stakeholders can support plan implementation. Stakeholder engagement will include a diverse group of key partners representing Alameda business and community interests, including representatives from:

- Local businesses and property owners,
- Non-profit groups,
- Neighborhood associations and residents,
- Contractors and architects,
- Youth organizations and students, and
- Local institutions and community groups such as Alameda Housing Authority, College of Alameda, Alameda Unified School District, and cultural institutions.

2.2 Project Tasks

Task 1. Project Management

Task 1a. Scope and organize. Develop work plan and schedule in consultation with the project manager and key staff.

Task 1b. Monthly check-in meetings. Consultant will meet monthly throughout the project with the project manager and key staff to ensure progress and address issues as they arise.

Task 1c. Invoicing. Consultant will provide monthly invoices with progress reports.

Task 2. Climate Action Plan Update

Task 2a. Conduct GHG inventory update. Consultant will update the GHG inventory developed for the 2019 plan using state of the art science and ensuring ready comparison between the two inventories to demonstrate progress and needs on reducing GHG emissions as a city. The GHG inventory should be as specific to the City as possible and should identify which sectors are contributing to emissions. If feasible, Consultant may also consider including Scope 3 consumption-based emissions in the inventory, which may offer new opportunities for GHG reduction strategies, especially in partnership with community-based organizations and the broader public. The Consultant will also provide a template and guidance for the City to conduct future GHG inventories in-house on an annual or biannual basis.

Task 2b. Review progress on CARP strategies. Using previous annual reports and other data, assess progress toward meeting CARP goals and identify completed CARP strategies.

Task 2c. Evaluate and refine overall vision and goals as well as goals for each focus area of the plan (buildings, transportation, etc.). Using the updated GHG inventory and progress review, as well as the latest climate science and state and federal priorities and goals, the Consultant will revise the plan's vision and goals for GHG reduction in collaboration with community members. The plan will include overarching GHG reduction goals, as well as goals for each focus area of the plan.

Task 2d. Update GHG emission reduction strategies to meet goals. Working with and the Green Team, stakeholders and community members, update GHG reduction strategies and identify new strategies to achieve the revised plan vision and goals. Consultant will seek to incorporate priority strategies in the California Air Resources Board (CARB) 2022 Scoping Plan. The Consultant will review and incorporate new state and federal programs that support GHG mitigation. The plan will focus on implementation ready strategies over the next five years of CARP. The plan may include early actions needed to achieve longer term strategies that will be more fully fleshed out in the full plan update in 2030. The Consultant will seek stakeholder and community input on GHG reduction strategies (see Task 4).

Task 2e. Develop performance metrics linked to strategies and plan for tracking implementation progress. Performance metrics associated with each strategy will be specific and measurable using readily available data to assess whether the measure is progressing toward the final objective. Performance metrics will include GHG emissions reductions associated with each strategy. Performance metrics will be presented in a public facing dashboard that City staff can easily update regularly to help community members visualize progress and understand how they can be involved in implementation of the plan using engaging storytelling and graphics. Performance metrics will include a data collection plan and staff responsible for data tracking. Annual reports of CARP progress will be based on dashboard and performance metrics.

Task 2f. Develop detailed implementation plans for near-term high priority

strategies. Specific implementation plans for 2025-2030 will be developed for each recommended action. The minimum details required for each implementation plan will include: responsible staff/department or community-based organization, partnering needs, key tasks and schedule, detailed budget and staffing needs by fiscal year for implementation, and potential funding sources. Implementation plans will align with other city/department/organization planning documents and strategic plans, support development of annual departmental work plans and align with the mid-cycle and biannual budgeting process.

Task 3. Hazard Mitigation and Climate Adaptation Update (Also serves as LHMP)

The adaptation section of CARP was updated and incorporated into the City's Local Hazard Mitigation Plan (LHMP), called the [Climate Adaptation and Hazard Mitigation Plan](#), in 2022. The goal of this task is to incorporate the updated plan back into the CARP update. Since adoption of the 2022 LHMP, the City has also embarked on a coordinated subregional effort through the Adaptation Working Group to develop a [long-term adaptation plan](#) for the entire subregion, develop the [Oakland-Alameda Estuary Adaptation Project](#) and the [Bay Farm Island Adaptation Project](#). The Consultant will conduct a review of these plans and projects, including revising the LHMP as necessary, and developing detailed implementation plans for near-term priority mitigation and adaptation actions. For each near-term project, the Consultant will develop work plans and project sheets for the Capital Improvement Program (CIP) to help initiate the design phase of projects.

Task 3a. Review progress on hazard mitigation and adaptation strategies. Review previous LHMP and new plans and information related to hazard exposure, vulnerability and risk in Alameda to identify areas of needed update.

Task 3b. Groundwater rise analysis. Conduct additional groundwater rise analysis as needed and identify additional actions needed in the plan to mitigate risks associated with groundwater rise.

Task 3c. Evaluate and refine vision and goals for hazard mitigation and climate adaptation. Using the progress review, as well as the latest climate and hazard science, the Consultant will revise the vision and goals as needed for hazard mitigation and climate adaptation in collaboration with community members.

Task 3d. Update hazard mitigation and adaptation strategies to meet goals. Update progress on hazard mitigation and adaptation actions and identify and prioritize new strategies as needed.

Task 3e. Develop detailed implementation plans for near-term high priority strategies. Develop detailed implementation plans for priority hazard mitigation and adaptation strategies that will flow into the City's Capital Improvement Plan and position the City to take advantage of FEMA Hazard Mitigation Grant Program funds.

Task 4. Stakeholder and Community Outreach

The goal of the community engagement tasks is two-fold: 1) to seek input for the plan update; and 2) to seek community member involvement in implementing CARP as a call to action. As this is not a new plan development and CARP actions have already been identified, this community engagement process is an opportunity to deepen the conversation with community members about our collective role in climate action and adaptation. As a result of this process, stakeholders and community members should more clearly see their role and how they can help achieve plan goals.

- Consultant will convene and facilitate monthly meetings with the Green Team throughout the project.
- Consultant will undertake interviews with each key department/organization represented in the Green Team to better understand their needs and goals for the project.
- Consultant will undertake targeted stakeholder engagement to obtain input on the plan update and to help understand how each stakeholder supports plan implementation. Stakeholder engagement will include a diverse group of key partners representing Alameda business and community interests, including representatives from:
 - Local businesses and property owners,
 - Non-profit groups,
 - Neighborhood associations and residents,
 - Contractors and architects,
 - Youth organizations and students, and
 - Local institutions and community groups such as Alameda Housing Authority, College of Alameda, Alameda Unified School District, and cultural institutions.
- Consultant will conduct a minimum of three rounds of community engagement at key points in the process:
 - Progress since 2019 plan + GHG inventory + draft goals
 - Input on strategies and priorities for near term implementation, including those actions that can be taken by the community
 - Draft plan
- Conduct community survey to solicit broad community input and gauge awareness and support for climate initiatives.
- Conduct pop-up events at Farmers' markets and community events to solicit input for the CARP update and share information about how the community can get involved

in implementation.

- Develop presentation and present draft plan to boards and commissions and City Council for adoption (Consultant will attend 3-5 in person meetings to present the draft plan and City staff will present at additional board and commission meetings as needed).
- Develop implementation plan for ongoing community engagement and outreach that supports key stakeholders and the broader community in implementing CARP strategies.

Task 5. Draft and Final Plan

Task 5a. Administrative Draft #1. Consultant will develop an Administrative Draft in Word for Green Team and internal review.

Task 5b. Public Review Draft #2. Consultant will incorporate staff comments from Administrative Draft #1 and develop a graphically designed Administrative Draft #2 for staff review before being released for public review as Public Review Draft #3. Consultant will conduct community outreach to solicit input on the draft plan and develop an interactive web version of the plan that visually lays out the plan components and performance metrics (see Task 4).

Task 5c. Final plan and Council adoption. Consultant will incorporate comments from the public and any final staff comments and develop a Final Draft plan. The Final Draft will be submitted to FEMA for “Approval, Pending Adoption”. The Final Draft will be reviewed by Boards and Commissions and presented to City Council for adoption. The adopted hazard mitigation plan will also be submitted to FEMA for approval. Consultant will respond to and address any comments from FEMA prior to final approval.

2.3 Proposed Project Timeline

The table below shows the preliminary CARP update timeline. Dates are subject to change.

Fall 2023	Onboarding <ul style="list-style-type: none">• Update GHG inventory• Synthesize progress on CARP implementation and climate-related actions across city plans to date.• Synthesize latest science and state/federal goals• Refine outreach and engagement approach and plan
Winter 2024	Assessment and Analysis <ul style="list-style-type: none">• Work with the City to review and refine CARP vision and goals.

	<ul style="list-style-type: none"> • Conduct interviews with Green Team members • Public outreach: Progress since 2019 plan + GHG inventory + draft goals
Spring/Summer 2024	<p>Implementation Plan Development</p> <ul style="list-style-type: none"> • Work with the City to revise actions and prioritize climate actions that will be the focus of implementation for the next five years (2025-2030). • Public outreach: strategies and priorities for near term implementation, including those actions that can be taken by the community • Conduct stakeholder meetings to learn their highest priorities and how they want to be engaged in plan implementation.
Fall 2024	<p>Draft Plan & Deliverables</p> <ul style="list-style-type: none"> • Draft and finalize implementation roadmaps and plan update • Submit final deliverables and plan public release • Make mid-cycle budget recommendations, provide recommendations for next program steps
Early 2025	<p>Final Plan Adoption</p> <ul style="list-style-type: none"> • Plan review by relevant boards and commissions. • Plan adoption by City Council.

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:

- City's Standard Service Provider Agreement

Exhibit A

City's Standard Service Provider Agreement

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this [redacted] day of [redacted] 20 [redacted] (“**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: Climate Action and Resiliency Plan Update. City staff issued an RFP on August 17, 2023 and after a submittal period of 28 days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on [redacted].
- E. The City and Provider desire to enter into an agreement for Climate Action and Resilience Plan Update 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 [redacted] day of [redacted] 20 [redacted], and shall terminate on the [redacted] day of [redacted] 20 [redacted], unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B.

b. The total two-year compensation for this Agreement shall not exceed **\$XXX,XXX**. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

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

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the

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

9. HOLD HARMLESS:

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

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

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

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). 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.

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 INSUREDS:

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.

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

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

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

13. APPROVAL OF SUB-PROVIDERS:

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

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

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

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

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

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access

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

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

17. NOTICES:

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

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

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

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

City of Alameda
Planning, Building and Transportation
City Hall
2263 Santa Clara Ave, Room 120
Alameda, CA 94501
ATTENTION: Danielle Mieler, Project Manager
Ph: (510) 747-4713

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
Planning, Building and Transportation Department
City Hall
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501
ATTENTION: Danielle Mieler, Project Manager
Email: dmieler@alamedaca.gov

18. SAFETY:

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

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

19. TERMINATION:

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

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

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned

and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of 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.

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No

verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. CAPTIONS:

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

27. COUNTERPARTS:

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

28. SIGNATORY:

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

29. CONTROLLING AGREEMENT:

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

CITY OF ALAMEDA
a municipal corporation

NAME
TITLE

Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

Allen Tai
Acting Planning, Building and
Transportation Director

APPROVED AS TO FORM:
City Attorney

Celena H. Chen
Chief Planning Counsel

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.

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