



**Request for Proposals (RFP):  
Alameda Point Homeless Shelters**

**City of Alameda  
Housing and Human Services  
950 West Mall Square, Suite 205, Alameda, CA 94501**

**RFP Issue Date:** Monday, September 22, 2025  
**Mandatory Site Visit:** Monday, September 29, 2025, 9:00am  
**Proposal Submission Deadline:** Friday, October 31, 2025, 5:00pm

**Point of Contact:**  
Shelbey Neil  
[SNeil@alamedaca.gov](mailto:SNeil@alamedaca.gov)  
(510) 747-6880

## **I. INTRODUCTION**

The City of Alameda ("City") is a municipal corporation in Alameda County, California. It is located on Alameda Island and Bay Farm Island, adjacent to and west of Oakland and east of San Francisco, California. Alameda Point, located in the City, is a portion of the former Naval Air Station Alameda that was closed in 1997. Alameda Point is currently home to over 1,000 employees, over 100 businesses, and an emerging new housing development, which includes affordable senior and family housing.

The City Manager's Office oversees the Housing and Human Services Division (HHS). HHS manages homeless services on behalf of the City. Their portfolio includes funding for and providing program oversight of emergency shelters in Alameda. HHS is currently seeking proposals to run the shelter programs located on Alameda Point. This includes both the day center/overnight shelter/safe parking and the four Emergency Supportive Housing (ESH) homes.

As a former Navy base, Alameda Point has many old, vacant Navy buildings and surface parking lots. The building at 431 Stardust Place was renovated to be used as an emergency shelter/day center/drop-in center (DC) for unsheltered Alameda residents. The adjacent parking lot has also been used for a Safe Parking Program (SPP) for unsheltered residents living in owner-occupied passenger vehicles. The DC further extends to a trailer lot that holds 4 FEMA trailers. The DC program serves as a first step for unsheltered Alameda residents to move indoors and connect to services. The current program location is slated for permanent housing. After serving clients at this location for the last five years, the City of Alameda is relocating the program to a nearby upgraded site at 125 W Midway Ave. (Building 2, Wing 30). The new location will provide 30 overnight congregate shelter beds, an open-door day center program with built-in hygiene facilities, and a safe parking program for passenger vehicles. The FEMA trailers will remain in their current location.

The Emergency Supportive Housing Program (ESH) consists of four former Navy homes which have been turned into shelter sites. Two of the homes support families with minor dependents and two of the homes support individuals. This program is classified as interim shelter: the maximum term of stay for clients is 24 months with a goal to transition households to permanent housing within 6 months. Referrals to this program typically come from the Day Center and are discussed in the City of Alameda's bi-weekly Collaborative Outreach Team meeting.

The City seeks an experienced provider to operate these multi-faceted programs and support clients with both entering into the program and moving out of the program into permanent housing or a long-term shelter program. Daily, the programs will serve an estimated 12 individuals and 2 families through ESH, 4 adult households through the 4 FEMA trailers, 30 adult individuals through the overnight congregate shelter, 30-50 adult individuals through the day center, and 25 adult individuals through the Safe Parking Program. These counts do not represent unique individuals, with duplicates occurring frequently across the day center, safe parking, and overnight shelter.

Selection from this RFP may include operation of the existing day center until the new day center is ready to open including supporting the transition process.

A mandatory site visit is scheduled for Monday, September 29, 2025, at 9 am. The site visit will start at the current Day Center site at 431 Stardust Place and then move to the new day center location at 1025 W Midway Avenue. This required site visit provides an opportunity for applicants to walk through the existing Day Center building and view the Safe Parking Program lot. The new location has not yet been renovated, and potential applicants will have the opportunity to view site plans during the visit. Applicants must have a member of their leadership team attend the site visit meeting to be eligible to submit a proposal. RSVP's must be submitted to [SNeil@alamedaca.gov](mailto:SNeil@alamedaca.gov) prior to the 29<sup>th</sup>.

## **II. FUNDING AVAILABLE**

Funding is available through the City's general fund. All funds must be expended by the end date. The combined programs are budgeted at \$2,300,000 annually. Selected provider must adhere to the provisions of the City of Alameda's standard contract agreement (Exhibit C).

## **III. ELIGIBLE PROPOSERS**

The RFP is open to non-profit agencies operating within Northern California. Eligible providers should apply to operate all program sites described in the introduction. Preference will be given to applicants who are familiar with and connected to homeless systems within Alameda County and surrounding Bay Area regions. Due to the location of the programs on Alameda Point, applicants should include an outreach and transportation plan to support clients utilizing and accessing the program.

## **IV. JOINT PROPOSALS**

Where two or more applicants desire to submit a single application in response to this RFP, they should do so as a prime contractor and subcontractor relationship, rather than as a joint venture or informal team. The City intends to contract only with one organization for all program sites.

## **V. SUBCONTRACTORS**

All subcontractors proposed by a prime contractor/applicant to carry out any portion of the scope of services will require City approval prior to contracting. The applicant must submit a specific plan for monitoring the subcontractor(s) performance of its subcontract, which requires programmatic and fiscal areas of review, potential corrective actions that will be imposed if the subcontractor is noncompliant or not performing and planned monitoring dates and timetable for resolution of findings.

## **VI. CORE PRINCIPLES AND SCOPE OF SERVICES**

The current “Core Principles” governing the services provided in this RFP are included in Exhibit B. Applicants are required to adhere to the core principles for all system components funded under this RFP. The selected provider(s) must have the ability and competency to follow all HMIS guidelines and provide the following minimum service components in a manner that is consistent with the Core Principles of this RFP. A full scope of work will be discussed and agreed upon by contract execution. Core Principles and Program Agreements will be updated in partnership with the selected provider.

The proposal must meet the following minimum level of services:

- Full program management and facility management
- Provide case management and housing navigation services
- Participant screening, assessment, and enrollment
  - Program enrollment and HMIS program enrollment
- Limited Access Point Coordination
- Vehicle application processing and vehicle registration
- Participant check-in and check-out
- Site management:
  - Site security
  - Site maintenance: grounds and facility maintenance
  - Vehicle monitoring
  - Entry and Exit screening
- Service coordination
- Identifying, referring, and transporting clients to needed services
- Outreach and promotion of the program to the target population
- Enforcement of a welcoming, safe, sanitary and inclusive program
- Programmatic enrichment activity development and coordination
- Therapeutic screening and on-site therapeutic services
- Health and support services coordination (including meals, case management, mobile services, housing navigation, employment, and other health and social service supports)
- Actively participate in City and Alameda County–led collaboration meetings

## **VII. REQUIRED APPLICATION ELEMENTS AND SCORING**

Applicants are required to submit the following items using the outline as it appears below. All responses must be labeled accordingly. If the total number of pages exceeds the parameters stated below, the additional pages will be discarded and will not be reviewed by the Proposal Review Committee (Review Committee). A non-response will result in disqualification of the proposal. Applicants will be scored based on the organization, thoroughness, and substance of the responses. A minimum score of 70% must be met to be considered for funding.

- 1. Cover Letter: Not Scored (1 page maximum)**
- 2. Title Page and Certification: Not Scored (1 page max, use Attachment A)**
- 3. Narrative Response:** Applicants are required to submit a narrative response to the following questions using the outline as it appears below. All responses must be labeled accordingly.
  - a. Applicant Experience: 20% (2 pages maximum).** Please describe your organization's experience and capability to provide the service being proposed. In your response, please include the following:
    - i. Organization's mission
    - ii. Organization's experience in addressing and prioritizing equity and inclusion in program and service delivery, governance, hiring practices, etc. Include relevant program data and statistics, staff and Board of Director's demographic breakdown, and clients served
    - iii. Years of experience serving the unhoused population
    - iv. Description of programs provided to unhoused populations and locations where services were provided
    - v. Other information that demonstrates your organization's capability and capacity to deliver the program being proposed
  - b. Proposed Program: 40% (2 pages maximum).** Please provide a description of your proposed program and services. In your response, include the following:
    - i. Detailed description of the services to be provided. Include a description of any evidence-based/evidence-informed practices that will be implemented
    - ii. Description of how the proposed program/services will address and incorporate equity and inclusive practices
    - iii. Approximate number of people to be served
    - iv. Program design and a description of a continuum between programs
    - v. Outreach and marketing plan. Include a description of how the

program will be promoted to clients and how clients will get to the location and access services

- vi. Proposed staffing outline, including staff titles and pay rate
  - 1. For leadership: include current names, titles, relevant experience, role in the proposed program, number of hours per week in the program proposed, and reporting/supervision structure
  - 2. For staff providing titles and names when available
- vii. Partner organizations or subcontracts relevant to the proposed program

- c. **Proposed Evaluation Plan: 10% (1 page maximum).** Please describe your proposed evaluation plan that includes the following:
  - i. Organizational capacity for data collection and evaluation and the methods that will be used to collect the information
  - ii. Specific measurable goals to assess program outcomes on clients served
  - iii. Measurements and metrics that will be utilized to assess effectiveness of the services proposed

- 4. **Budget: 20% (use budget form on Attachment B).** Provide a comprehensive itemized budget proposal that includes the following:

- a. A detailed statement of hourly rates for all positions dedicated to the programs, subcontracting and consulting agreements, equipment and supplies, reimbursable expenses, in-kind contributions, other funding sources, etc. The budget should clearly explain all costs related to the services provided. The proposed budget should be recreated in a spreadsheet program (e.g. Microsoft Excel) and presented in the same format as the Attachment B budget example.

- 5. **Data: 10% (5 pages maximum).** Provide outcome data from within the last three years that demonstrates your organization's ability to serve the homeless program through an interim shelter program.

## **VIII. APPLICATION FORMAT AND SUBMITTAL INSTRUCTIONS**

- 1. Proposals must be received by the date and time below. It is the responsibility of the applicant to ensure that the application and all required attachments are complete and submitted on time. Proposals, modifications, or corrections received after the specified deadline will not be considered, except if such modifications or corrections were at the City's request.
- 2. Only proposals submitted in the format described within this RFP will be considered. Submit proposals as PDF e-mail attachments using the standard 8-1/2" x 11" template, typed single-spaced, in 12-point typeface, with 1" margins

and pages numbered consecutively.

3. A proposal may be rejected if it is incomplete, if it contains any alterations of form, or if it contains other irregularities of sufficient magnitude or quantity to warrant a finding of being substantially non-compliant.
4. The City may, in its sole discretion, accept or reject in whole or in part, any or all proposals, cancel, amend or reissue the RFP at any time prior to contract approval and/or waive any immaterial defect in a proposal.
5. A title page must be included with the proposal. At minimum the title page must include contact information including a contact name, phone number, e-mail address, and mailing address. The title page should also include a statement of interest to serve the City of Alameda. See Attachment A.
6. Proposals and accompanying documents must be in pdf form and submitted electronically to [HumanServices@alamedaca.gov](mailto:HumanServices@alamedaca.gov). A complete proposal must contain the following items:
  - ☐ Cover Letter
  - ☐ Attachment A: Title Page and Certification
  - ☐ Narrative Response
  - ☐ Attachment B: Program Budget
  - ☐ Attachment C: Data
7. Proposals must be submitted electronically by **5:00 PM PST on Friday, October 31, 2025** to:  
  
[HumanServices@alamedaca.gov](mailto:HumanServices@alamedaca.gov)
8. The City standard form contract is attached for consideration (Attachment C). If Applicant has any questions or concerns related to any provisions of the standard form contract, questions must be submitted in writing prior to or with your response to this RFQ to the e-mail address [humanservices@alamedaca.gov](mailto:humanservices@alamedaca.gov).

## IX. TENTATIVE SELECTION SCHEDULE

Review of Written Proposals	November 3 – 7
Notification of Invitation to Proceed	November 11
Panel Interviews*	November 13 - 17
Notice of Intent to Award*	Week of November 17
City Council Meeting to Award Contract*	TBD
Contract Start Date*	Early 2026

*\*These dates are tentative and are subject to change.*

## **X. SELECTION PROCESS**

Proposals received by the deadline will be reviewed by the Review Committee. The Review Committee will evaluate proposals received based upon the materials submitted in each proposal according to the following criteria:

1. Demonstrated ability, based on the organization's experience and capacity, to provide the services described in the RFP.
2. Prior experience and ability to work with City staff, local community groups and other stakeholders.

The City reserves the right, in its sole discretion, to modify or cancel the selection process or schedule at any time. Additionally, the City may seek clarification or additional information from proposers. This RFQ does not commit the City to sign an agreement, award a contract, or to pay any costs incurred in the preparation of a response to this RFP.



## XI. ATTACHMENT A: Title Page and Certification

<b>Organization:</b>			
<b>Address:</b>			
<b>City:</b>		<b>Zip:</b>	
<b>Primary Contact:</b>			
<b>Contact Phone:</b>		<b>E-Mail</b>	
<b>RFP Applying For:</b>			
<b>Proposed Budget Total:</b>	\$		

### **CERTIFICATION:**

By signing below, I certify that to the best of my knowledge that the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency/organization to a contractual agreement. I understand that final funding by the City for any services of the type described in this RFP is based upon actual funding levels and approval of any contract by the City Council of the City.

I understand that the costs incurred in preparing and submitting this proposal for consideration by the City shall not be reimbursed.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

### **FOR CITY USE ONLY**

**Date Received:** \_\_\_\_\_ **Time Received:** \_\_\_\_\_

**Staff Signature Acknowledging Receipt of Application:** \_\_\_\_\_

## XII. ATTACHMENT B: Example 12 Month Program Budget

### ATTACHMENT B Program Budget

PROVIDER NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 HEAP FUNDS REQUESTED: \_\_\_\_\_  
 SERVICE MONTHS & YEAR: \_\_\_\_\_  
 BUDGET PROPOSAL FOR (check only one; submit separate budget for each program proposed):  
     ☐ Day Center                      ☐ Safe Parking Program

PROGRAM BUDGET			
		Budget:	Budget Explanation:
Personnel Expenses:			
Employee Benefits			@ X% of salary
	Total Personnel Expenses:		
Travel Expenses:			
	Total Travel Expenses:		
Direct Program Expenses:			
	Direct Program Expenses:		
Equipment & Supplies Expenses:			
	Equipment & Supplies Expenses		
Subcontractors/Consultants:			
	Total Subcontractor Expenses:		
Indirect:			
			@X percent of budget
	Total Indirect Expenses:		
	TOTAL PROPOSED BUDGET:		

### **XIII. Exhibit A**

#### **Onsite Code of Conduct and Expectations\* SAFE PARKING PROGRAM AGREEMENT**

The goal of the City of Alameda's Safe Parking Program is to provide individuals experiencing homelessness who are living in their cars and vans a place to park their vehicles in a safe, secure, sanitary, and welcoming environment. All Safe Parking Program participants are asked to observe the following guidelines and code of conduct to maintain a safe and healthy space for everyone. All participants must read and have a signed agreement on file in order to participate in the Safe Parking Program.

- Participants must be registered with the Safe Parking Program service provider contracted by the City of Alameda. Registration will include an assessment of the participant's needs and a plan to end their homelessness. A re-assessment must be conducted every 90 days.
- Participants may be enrolled in the Safe Parking Program for up to six months.
- Registered participants will be issued a registration card per vehicle that must be displayed on the dashboard of the vehicle at all times while parked in the Safe Parking Program area.
- Participants may park in the Safe Parking Program area only during operating hours.
- Vehicles must exit the Safe Parking Program area at the end of the program operating hours.
- No long-term parking is allowed in the Safe Parking Program area.
- No weapons are allowed in the Safe Parking Program area.
- No violence of any type is tolerated in the Safe Parking Program area.
- All conflicts must be resolved in a peaceful manner.
- Degrading ethnic, racist, sexist, or homophobic remarks and actions are not acceptable and are not tolerated in the Safe Parking Program area.
- No physical punishment, verbal abuse, or intimidation will be tolerated in the Safe Parking Program area.
- No theft will be tolerated in the Safe Parking Program area.
- No loitering around or in the in the Safe Parking Program area is permitted.
- No public use of drugs or alcohol in or around the in the Safe Parking Program area is permitted.
- No distribution or sale of drugs or alcohol in or around the in the Safe Parking Program area is permitted.
- No open flames or other burners are allowed in and around the Safe Parking Program area.

**WITHIN THE NEIGHBORHOOD AND SURROUNDING AREAS, THE FOLLOWING GUIDELINES MUST BE FOLLOWED:**

- No camping, curbside, or street living.
- No loitering or trespassing.
- No drug or alcohol dealing or using.
- No dumpster diving.
- No vandalism, defacing, or destruction of property.
- No violation of parking rules.

**WITHIN THE SAFE PARKING PROGRAM AREA, THE FOLLOWING GUIDELINES MUST BE FOLLOWED:**

- Maintain a safe and clean site throughout the entire area, including:
  - The area immediately surrounding your vehicle,
  - Common areas, and
  - Outside and around the Safe Parking Program area.
- Be able and willing to maintain personal hygiene.
  - Be able to independently clean-up after yourself and maintain the cleanliness of common areas and hygiene facilities.
  - Keep your personal belongings within your vehicle so that there are no personal belongings outside of the vehicle.
- No urinating in bottles or other containers.
- No smoking inside vehicles.
- Exit and enter only through the Safe Parking Program main entrance.
- Sign in and out every time you leave and enter the Safe Parking Program area.
- Do not visit or enter neighboring vehicles without the permission of the occupant.
- Do not enter any of the following areas without staff permission prior to entry:
  - Site management office
  - Common areas outside of hours of operation.

**PARTICIPANTS MUST ABIDE BY THE FOLLOWING VISITOR GUIDELINES:**

- No visitors are allowed unless by invitation of and approved by the Site Manager. Visitors may include the participant's case manager, law enforcement officer, and other approved personnel.
- Visitors must remain in the common/approved visiting areas only and must be accompanied by the participant at all times.
- No guests are allowed in the vehicle.
- No overnight guests are allowed.

**PARTICIPANTS WITH PETS MUST ABIDE BY THE FOLLOWING GUIDELINES:**

- Pets must be in the owner's control at all times.
- Dogs may be taken for walks around the perimeter of the Safe Parking Program area.
- Owners must clean up after their pets.

**COMMON AREAS MUST BE MAINTED AT ALL TIMES BY FOLLOWING THESE GUIDELINES:**

- Clean up after yourself.
- Sanitize hands.
- No propane, barbeques, open fires, or other burners are allowed.

**By signing below, I agree to participate in the City of Alameda's Safe Parking Program and have read and agree to follow the guidelines and code of conduct set forth in this agreement. I understand that failure to comply with this agreement may result in my disenrollment or prohibition from participating in the Safe Parking Program. My participation in the Safe Parking Program may be discontinued at any time due to failure to comply with the guidelines and code of conduct outlined in this agreement.**

\_\_\_\_\_  
Participant Name (print)

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\*This agreement is subject to change upon the discretion of the City of Alameda.

## **XIV. Exhibit B: Core Principles**

### **Housing First**

According to the webinar *Core Principles of Housing First and Rapid Re-Housing* issued by HUD and the United States Interagency Council on Homelessness (USICH), the Housing First approach is based on the following principles:

1. Housing is safe and affordable;
2. All people can achieve housing stability in permanent housing—supports may look different
3. Everyone is “housing ready”
4. Improved quality of life, health, mental health, and employment can be achieved through housing.

### **Harm Reduction**

Harm reduction policies, procedures, and practices aim to reduce the negative consequences of behaviors that are detrimental to the participant’s health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, prostitution, choosing to sleep outside, etc.). In housing settings, harm reduction is intended to prevent a participant’s loss of housing and/or termination from the program based solely on his or her inability to stop engaging in harmful behaviors.

Programs incorporating a harm reduction model must utilize all interventions possible, short of termination from the program, to enable the participant to reduce or minimize their risky behaviors, while at the same time assisting them to move into and become stabilized in permanent housing. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff. Organizations must develop a set of policies and procedures to be implemented in the event of such behavior on the part of a participant.

### **Trauma-Informed Care**

Trauma-informed care requires that every part of the program’s design and operation be approached with an understanding of trauma and the impact it has on those receiving services. Traumatic experiences can impact how clients receive services provided and the environment in which those services are delivered.

Establishing a safe and supportive environment are principal aspects of trauma-informed care. To do so, a program must ensure that all staff receive training on traumatic stress and its impact, as well as the relationship between trauma and mental health, substance use, and homelessness. Training should detail how working with trauma survivors can impact staff, and how these issues can impact their work. Staff training in crisis management may include learning how to help clients identify triggers, express their feelings safely, use healthy coping skills, in addition to helping clients develop safety and self-care plans prior to a crisis.

**Cultural Competency, Racial Equity, and Inclusivity**

Programs funded under this RFP must consider cultural and linguistic competency, racial equity, gender inclusivity, and other intersecting factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. Proposers must demonstrate the capacity to accommodate special populations within the proposer's general population (i.e., youth, LGBT, disabled clients, veterans, victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement to policy implementation, and to service delivery procedures and philosophies. The Safe Parking Program RFP requires, at a minimum, effective communication, including, among other things, the provision of service and information in appropriate language, at appropriate educational and literacy levels, and in the context of the individual's cultural identity.

## XV. Exhibit C: City Standard Services Contract

### 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: \_\_\_\_\_.  
[City staff reached out to the service providers on the City’s bidders list interviewed qualified firms and selected the service provider that best meets the City’s needs.][City staff issued an RFP/RFQ on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.][ Provider was selected on a sole source basis because (must provide justification for sole source selection

C. [Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.][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. [NOTE: If City staff seek to enter into an initial contract with a vendor to perform one phase of a project, and may also seek to enter into a subsequent contract with the vendor for a later phase of the same project, the initial contract must include this recital: Provider’s duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Provider’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Provider shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Provider pursuant to this Agreement.]

E. [Whereas, the City Council authorized the City Manager to execute this agreement on \_\_\_\_\_.]

F. The City and Provider desire to enter into an agreement for \_\_\_\_\_, upon the terms and conditions herein.



## AGREEMENT

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

### 1. **TERM:**

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

[The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to xxxx (x) additional years. Any extension shall be documented in a signed amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged [with the exception that the compensation shall be adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.][with the exception that the compensation shall be adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.][Other: Describe any compensation escalator.]

### 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 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule [as set forth in this Section 3.][as set forth in Exhibit B and incorporated herein by this reference.] Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis [as set forth in this Section 3.][as set forth in Exhibit B.]

b. [If you wish to encumber department funds for the aggregate amount of the contract compensation, then state: The total five-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.]

[If you wish to encumber department funds annually in the same amount, or if you are doing a contract with one-year extensions, then state: Compensation for this contract shall not exceed \$XX,XXX per year, for a total five-year compensation not to exceed \$XXX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City]

If the compensation is to be encumbered annually, but in different amounts because of an escalator then state: Compensation for work done under this Agreement, 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 five-year compensation 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.

**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 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.

**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. 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.

**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. 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.

**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 Indemnitees 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 (6). 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
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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.

(6) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of \$2,000,000 each occurrence. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.]

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED:

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

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.**

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. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. 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**”).

c. 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.

d. 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  
[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

## **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. 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.

**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. 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. ]

**[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

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
NAME  
TITLE

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
[DEPARTMENT HEAD NAME]  
[DEPARTMENT HEAD TITLE]

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
[NAME]  
Assistant City Attorney

## **SIGNATURE REQUIREMENTS**

Signed documents require proper execution to ensure their validity and enforceability. Documents required to be recorded also must be notarized. The City of Alameda requires adherence to the following procedure in the execution of all written documents that require signatures. Such documents include: Licenses, Leases, Contracts, Service Provider Agreements, Subdivision Maps, Grants of Easements, Grant Deeds, Agreements, Bonds, etc. Questions about these procedures or specific documents should be directed to the Alameda City Attorney's Office prior to the signing of such documents.

- I. **FOR ALL SIGNATURES.** The name and title of the signer must be typed or printed beneath the signature. This applies to any party signing any document.
- II. **FORMAT OF THE NAME AND TITLE.** The name must be signed exactly as it is printed or typed. The signer's title (e.g. "City Attorney") or interest in the property (e.g. "Owner") must be typed or printed beside the typed or printed name. As stated above, this information should be typed or printed beneath the actual signature.
- III. **SIGNATURES FOR PARTNERSHIPS.** The signing party must be a general partner in the venture or be authorized in writing to have the authority to sign for and bind the partnership. (Corp. Code §§ 16301, 16303.)
- IV. **SIGNATURES FOR LIMITED PARTNERSHIPS.** The signing party must be a partner in the partnership or be authorized in writing to have the authority to sign for and bind the limited partnership. *Limited* partners generally do not have binding authority to sign for a limited partnership. (Corp. Code §§ 15904.02, 15903.02.)
- V. **SIGNATURES FOR CORPORATIONS.** Authorization to sign contracts and other documents on behalf of the corporation must be demonstrated by one of the following methods. For maps and documents to be recorded, and for sureties signing bonds, the signatures must be notarized as provided in Method 3 and paragraph VII, below.

**Method 1** (Two Specified Officers). Authorization may be shown by two officers signing the instrument. ONE SIGNING OFFICER MUST BE FROM GROUP A and ONE MUST BE FROM GROUP B. (Corp. Code §§ 313, 5214.)

### **Group A**

- (i) Chairman of the Board
- (ii) President
- (iii) Any Vice-President
- (iv) CEO

### **Group B**

- (i) Secretary
- (ii) Any Assistant Secretary
- (iii) Chief Financial Officer
- (iv) Any Assistant Treasurer

**Method 2** (Certified Board Authorization). Authorization may be shown by providing the City a copy of the corporation's bylaws, board of directors meeting minutes, or any resolution of corporation's board authorizing the person signing the instrument to execute

instruments of the type in question, and certified by the Secretary or Asst. Secretary of the corporation to be a true copy. (Corp. Code §§ 314, 5215.)

**Method 3** (Notarized Officer Signature). Authorization may be shown by the signature of either the corporation's president, vice president, secretary, or assistant secretary accompanied by a notary acknowledgment in the form prescribed by Civil Code §1189. (Civil Code §1190.)

- VI. SIGNATURES FOR LIMITED LIABILITY COMPANIES (LLCs).** Authorization to sign on behalf of the LLC must be demonstrated by providing the portion of the operating agreement authorizing the person signing the instrument to execute instruments of the type in question, and if the LLC does not have an operating agreement, then by providing the articles of organization for review by the City Attorney's Office. (Corp Code §17703.01.)
- VII. MAPS AND DOCUMENTS TO BE RECORDED.** For maps and documents to be recorded, including all transactions affecting title to real property, all signatures must be properly notarized and accompanied by a certificate of acknowledgement in the form prescribed by Civil Code section 1189. (Gov't Code §§ 27287, 66436.) The names and titles of the people signing the documents should be listed on the notary flag.
- VIII. CHANGES.** Should any changes be made to the document once signed, the changes must be initialed by all parties signing the document. Obliteration of any type is not an acceptable form of change to the terms of a signed document.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Company	CONTACT NAME:	
	PHONE (A/C. )	
INSURED Your Company	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y					EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000	
	OTHER:						Liquor Liability \$ 1,000,000	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	<input type="checkbox"/> ANYAUTO						BODILY INJURY (Per person) \$ OR	
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ 1,000,000	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE \$
	DED						RETENTION \$	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are named additional insured as their interests may appear.

**On a separate document titled "Additional Insured Endorsement"**

## CERTIFICATE HOLDER

## CANCELLATION

City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### **SCHEDULE**

**Name of Person or Organization:**

City of Alameda and Its Members,  
Officers, Directors, Agents, Volunteers,  
Employees, and Officials

(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 as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.