



REQUEST FOR PROPOSALS
for
**Project Initiation Document (PID) Phase Services for
Oakland-Alameda Bicycle/Pedestrian Bridge Project**

City of Alameda

March 10, 2022

Key Dates:

Request for Proposal Issued: Thursday, March 10, 2022
Deadline for Questions: Wednesday, March 23, 2022 at 5:00 p.m.
Due Date: Wednesday, April 13, 2022 at 3:00 p.m.
Interviews (if needed): May 2, 3 and/or 4, 2022
Anticipated Notice to Proceed: Monday, June 13, 2022

Contact:

Rochelle Wheeler, Senior Transportation Coordinator
Planning, Building and Transportation Department
City of Alameda
2263 Santa Clara Avenue, Rm 120, Alameda, CA 94501
Phone: 510-747-7442 - Email: rwheeler@alamedaca.gov

TABLE OF CONTENTS

- I. INTRODUCTION
- II. PROPOSED SCOPE OF WORK
- III. LOCAL BUSINESS CONTRACT EQUITY PROGRAM REQUIREMENTS
- IV. PROPOSED SCHEDULE
- V. SUBMITTAL REQUIREMENTS
- VI. SUBMITTAL INSTRUCTIONS
- VII. SELECTION PROCESS
- VIII. CONDITIONS OF REQUEST
- IX. QUESTIONS

ATTACHMENTS:

- Attachment A: Scope of Work + Deliverables
- Attachment B: Reference Materials
- Attachment C: Key Team Member References Format
- Attachment D: City Standard Service Provider Agreement and Insurance Requirements

I. INTRODUCTION

The City of Alameda (City) is a community of approximately 79,000 residents and 23 square miles in the San Francisco Bay Area. It is uniquely made up of an island and adjacent peninsula. The City is connected to the East Bay mainland by five bridges and two subterranean tubes, as well by ferry service to San Francisco and South San Francisco.

The City seeks to retain a consultant or consultant team to provide professional engineering services for the Project Initiation Document (PID) phase of the Oakland-Alameda Bicycle/Pedestrian Bridge Project (Project). This project phase will be implemented by the City, and will require considerable coordination with the key Project partner, the City of Oakland. Given the regional nature of the Project, the consultant will also be required to coordinate with Project stakeholders including the Alameda County Transportation Commission (Alameda CTC), Port of Oakland (Port), U.S. Coast Guard (USCG), and Caltrans, through a Technical Advisory Committee (TAC). The selected consultant team will serve as the City's implementation and delivery team by providing technical and engineering services, including, but not limited to, project management; preliminary environmental, hydraulics, traffic, and structural analyses; stakeholder/public coordination and engagement; right-of-way data; and other support services as may be required.

The proposing consultant/consultant team (Proposer) shall have relevant expertise, experience, and an approach that demonstrates their ability to provide the required services. The outcome of this effort is expected to be a PID document adopted by both the City of Alameda and the City of Oakland, and accompanying coordination that successfully advances the multi-agency goal of a new bicycle and pedestrian bridge across the estuary to the next phase (environmental phase). The City seeks to have a completed PID by June 2023, and an adopted PID by December 2023, or sooner.

II. PROPOSED SCOPE OF WORK

The work to be performed under contract based on this Request for Proposals (RFP) is described in Attachment A (Scope of Work + Deliverables), attached hereto and incorporated herein.

III. LOCAL BUSINESS CONTRACT EQUITY PROGRAM REQUIREMENTS

This contract will be funded in whole by Alameda CTC Measure BB funds. Consequently, Alameda CTC's Local Business Contract Equity (LBCE) Program will apply. The LBCE Program establishes goals for the award of professional service contracts to firms located within Alameda County. For professional services under this contract, the LBCE Program requires the following goal(s):

Local Business Enterprise (LBE) goal of 70.0% and a Small Local Business Enterprise (SLBE)

goal of 30.0%

Very Small Local Business Enterprise (VSLBE) goal of 30.0%

Further details regarding the LBCE Program, including requirements and forms, can be found on the Alameda CTC website at www.alamedactc.org/app_pages/view/4543, along with a list of all currently certified firms. It is the responsibility of qualified firms which desire to work on contracts subject to the LBCE Program to ensure that they are appropriately certified by Alameda CTC on a timely basis. All firms utilized to meet an LBE, SLBE, and/or VLSBE goal must be certified by Alameda CTC by the time of proposal submission, and proof of certification must be submitted with the proposal. Applications for LBE, SLBE, and/or VLSBE certification will not be accepted with the proposal. The prime contractor will be required to report LBE, SLBE, and VSLBE utilization with each invoice submitted for payment.

For assistance or questions related to Alameda CTC LBCE Program, including LBE, SLBE, and VSLBE certifications, please contact the Alameda CTC LBCE Certification Unit:

Alameda CTC LBCE Certification Unit	
Email Address: certification@alamedactc.org	Mailing Address:
Phone: (510) 208-7400	Alameda CTC
Fax: (510) 893-6489	1111 Broadway, Suite 800
	Oakland, California 94607

IV. PROPOSED SCHEDULE

The City reserves the right to alter the following schedule as necessary.

RFP Issued	March 10, 2022
Deadline for Written Questions	March 23, 2022 at 5:00 p.m.
Answers to Written Questions Issued	By March 30, 2022
Proposals Due	April 13, 2022 at 3:00 p.m.
Interviews (by invitation)	May 2, 3 and/or 4, 2022
Announcement of Top Ranked Team	Week of May 9, 2022
Contract Notice to Proceed (estimate)	June 13, 2022

V. SUBMITTAL REQUIREMENTS

Submittals must follow the format guidelines and content requirements listed here and in Section VI. Nonconforming submittals may be rejected as nonresponsive. Proposals should be no more than 35 pages (excluding appendices) and include the following sections/content. They shall not include any unnecessary promotional material.

1. Cover Letter.

Cover letter should include:

- Name of organization, its mailing address and telephone number.
- Description of the organization.
- Project manager contact information.
- Description of the project team.
- Indication that the consultant team has the availability and time to dedicate the personnel and resources necessary to provide the services.
- Signature from an individual authorized to bind the Proposer into a contract in the event of an award.

2. Table of Contents. *(Not included in page limit)*

A table of contents shall be provided that identifies the page numbers where to find the various sections included in the proposal.

3. Understanding the Required Scope of Work.

By presenting a well-conceived work plan, this section of the proposal shall establish the Proposer’s understanding of the City’s objectives and work requirements, and the Proposer’s ability to satisfy those objectives and requirements. Proposers are encouraged to bring their expertise, experience and creativity to bear by proposing how the tasks in Attachment A (Scope of Work + Deliverables) can be implemented to meet the project goals, including alternate or revised approaches and schedules that would serve the City in achieving its project goals. Any items included that are not specifically requested in the RFP should be clearly described as “additional or optional tasks” in this section and should be included as separate line items in the budget proposal.

- Succinctly describe the proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks and specifying who would perform them as well as any underlying assumptions.
- Include a timetable for completing all work specified in Attachment A (Scope of Work and Deliverables). Include, as a proposal appendix, a Detailed Schedule to support each task contained in the Scope of Work and Proposer’s ability to understand and provide services in an effective manner. The schedule should show the expected sequence of tasks and subtasks and include durations for the performance of each task, subtask, milestones, and submittal dates for each submittal.
- Demonstrate understanding of the key risks and challenges for delivering the project and mitigation measures.
- Identify key deliverables.

4. Expertise and Approach.

This section shall describe how the Proposers’ expertise will be practically applied to fulfill the Scope of Work, including how the team will implement the contract, areas of consideration, and the rationale for the implementation approach.

- Provide specific representation of work performed by Proposer that is similar in nature to this project or elements of this project. Include the Proposer’s role in the performed work.
- Include specific qualifications and technical expertise of the firm.

- Identify any technical and/or procedural innovations that have been used successfully on other projects which may facilitate the performance of the services and which may not have been specifically stated in this RFP.
- Provide overall comprehensive approach for implementing and managing the full Scope of Work.

5. Management Plan.

This section shall describe methods of project management.

- Describe methods of planning, scheduling, delivery of tasks, coordination meeting strategies and how the team will provide updated and accurate information to the City for the duration of the contract.
- Describe how management of the team members and subconsultants will be handled as well as managing budgetary controls and avoiding exceeding resources allocated or specific tasks.

6. Project Staffing and Availability.

This section shall include an organizational chart and identify key team members.

- Designate the Principal-in-Charge and the Project Manager who will serve as the City's key contacts throughout the duration of the contract. The proposed project manager will be a registered engineer in the State of California and have at least ten (10) years of experience in a project/contract manager role.
- Project team members shall be identified by name, location, specific responsibilities on the project, and estimated person-hours of participation.
- Describe the qualifications and expertise of the proposed team, including all subconsultants, in providing services for clients comparable to the City. Full resumes may be included in the proposal appendices with the expectation that key personnel will remain the same throughout the duration of the contract.
- Include a statement regarding the Proposer's ability to dedicate time, support staff and resources to this Project.

7. Budget.

A table of estimated hours by task and firm (primary Proposer and all subconsultants) should be provided in both PDF and XLS/XLSX formats. Include the percentage of the total contract hours that each firm will spend on the contract. Total estimated hours should be provided for each task and for each firm. Cost saving measures that recommend ways to save on the budget may be suggested, and should be clearly identified. Any additional items included that are not specifically requested in the RFP must be clearly described as "additional or optional tasks."

All work performed by Local Business Enterprise, Small Local Business Enterprise, and/or Very Small Local Business Enterprise firms should be clearly identified and the percentage of their involvement noted. Proof of certification is required, and is not included in the Proposal page

limit. Each consultant team should comply with applicable Alameda CTC Contract Equity Program requirements.

8. References. *(Not included in page limit)*

Proposer must provide two (2) to three (3) references for each key team member, related to previous projects similar to this project, or elements of this project, which the key team member worked on. Project fact sheets may be provided in an appendix to the proposal and will not count toward the page-count limit. For each reference, include all of the information in the format included in Attachment C.

9. Comments/Questions on the City Standard Service Provider Agreement. *(Not included in page limit)*

The City's standard service provider agreement is attached (Attachment D). Proposer should list those requirements (by number), if any, that they would request changing and describe the proposed change, which will be considered, but may not be accepted, by the City.

10. LBE/SLBE Participation Summary. *(Not included in page limit)*

This procurement and the resulting contract are subject to the LBCE Program established by Alameda CTC. The percentage of participation toward each goal shall be based on the cost proposal, excluding costs for any optional task(s) and/or phase(s). Proposer shall include in its proposal the LBE/SLBE Participation Summary from Alameda CTC Sample Cost Proposal Form B (under the worksheet tab labeled "LBCE"); the other sheets within the workbook are not required. Alameda CTC Sample Cost Proposal Form B is available on the Alameda CTC website at www.alamedactc.org/app_pages/view/10614 and is incorporated herein as if attached.

VI. SUBMITTAL INSTRUCTIONS

The proposal shall be signed by an individual(s) authorized to execute legal documents on behalf of the Proposer. Failure to provide all required submittals may result in a proposal being found non-responsive and given no consideration.

Proposer shall submit three (3) complete, bound, double-sided, copies of their Proposal, plus one (1) unbound copy (for a total of four (4) copies) and an electronic copy of the complete proposal emailed to rwheeler@alamedaca.gov. The Proposal shall be received in a sealed envelope, no later than **3:00 p.m. on Wednesday, April 13, 2022** to the following address:

City of Alameda
Planning, Building and Transportation Department
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501
Attention: Rochelle Wheeler, Senior Transportation Coordinator
Email: rwheeler@alamedaca.gov

Late proposals will not be considered. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual timely receipt.

VII. SELECTION PROCESS

Submittals received by the deadline will be reviewed by a Selection Panel comprised of City of Alameda and City of Oakland staff plus other key stakeholders who have relevant knowledge and experience. The Panel will score the proposal based upon the qualification materials submitted, using the following criteria:

- A. **Understanding of the scope of work and project goals.** Understanding of the RFP objectives, project needs, appropriate deliverables, schedule in accordance with the Scope of Work, and key risks and challenges for delivering the project. (25 points)
- B. **Expertise and Approach.** Technical expertise in performing related work; experience working with public agencies and familiarity with the related process; record of completing work on schedule; and clarity and comprehensiveness of the approach that demonstrates strategic thinking, expertise, and creativity. (25 points)
- C. **Management Plan.** Methods of project management including project communication, schedule and budget control, and quality assurance and quality control. (10 points)
- D. **Staffing Plan and Availability.** Appropriate staffing and organization of proposed team; qualifications of the team, particularly the project manager; and key personnel's level of involvement in performing related work. Capacity and ability to provide quality personnel in a timeframe that meets the needs of the contract and project. (20 points)
- E. **Cost Effectiveness.** Balance between cost and level of effort, deliverables and expertise of staff and firm. (10 points)
- F. **Ability to Meet or Exceed Applicable LBE and SLBE Goals.** A proposer shall receive 5% of total scoring points for each goal achieved, for a maximum total of 10% of total scoring points. (10 points)

Total: 100 points

Based on the initial scoring of the proposals, the City, at its discretion, may select proposers for an interview. Final scoring to select the top-ranked proposer will be based on the interview criteria below. The principal-in-charge and key team members should plan to attend the interview.

The interview, if applicable, will be evaluated by a Selection Panel using the following criteria and point system:

- A. **Knowledge and Understanding** of the required services and scope of work. (25 points)
- B. **Management Approach and Staffing Plan** to performing scope of work efficiently and effectively. The ability and willingness to work within a managed contract budget, scope of work, and schedule of deliverables. (25 points)

- C. **Qualifications of the Proposer Firm** and ability of the consultant team and key staff in performing the scope of work. (15 points)
- D. **Effectiveness of Interview** in overall interview discussions and presentation. (25 points)
- E. **Ability to Meet or Exceed Applicable LBE and SLBE Goals.** A proposer shall receive 5% of total scoring points for each goal achieved, for a maximum total of 10% of total scoring points. (10 points)

Total: 100 points

VIII. CONDITIONS OF REQUEST

- A. **Nondiscrimination.** The City will not discriminate against any interested consultant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
- B. **City's Right to Modify RFP.** The City reserves the right at its sole discretion to modify this RFP (including but not limited to the selection criteria) should the City deem that it is in its best interests to do so. Any changes to the proposal requirements will be made by written addendum. The failure of a consultant to read the latest addendums shall have no effect on the validity of such modification.
- C. **City's Right to Cancel RFP.** The City reserves the right at its sole discretion to cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.
- D. **City's Right to Reject All Submittals.** The City reserves the right, in its sole discretion, to reject all submittals should the City deem that it is in its best interests to do so.
- E. **City's Right to Extend RFP Deadlines.** The City reserves the right to extend the deadline for submittals by written addendum should the City deem that it is in its best interests to do so.
- F. **City Right to Negotiate With Consultants.** The City reserves the right to negotiate with the Proposers regarding their exceptions to the standard service provider agreement, if any, or regarding other price and terms in their submittals and to require the selected consultant to submit such technical, price or other revisions of their submittals as may result from negotiations.
- G. **Liability of Costs and Responsibility.** The City shall not be liable for any costs incurred in response to this Request for Proposal. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever

incurred by or on behalf of that person or organization. All submitted material becomes the property of the City.

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

- H. **Liability for Submittal Errors.** Consultants are liable for all errors and omissions contained in their submittals.

- I. **Public Records Act.** The City will comply with the California Public Records Act (PRA). If a proposal contains material noted or marked as confidential and/or proprietary that, in the City's sole discretion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the City does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a submitter is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

- J. **Standard Form Service Provider Agreement & Insurance.** Consultants and consultant teams that are awarded a contract will be expected to sign a service provider agreement with the City. The standard service provider agreement and associated insurance requirements are attached as Attachment D. Comments or exceptions, if any, to the standard service provider agreement and/or insurance requirements must be included in the Proposal. It is understood that consultants have reviewed the service provider agreement (Attachment D) and will take exception only to those items identified in their Proposal.

Review of the submittal by the City does not constitute an acceptance by the City of the Proposer's recommended changes to the service provider agreement. If there are any concerns or proposed exceptions requested to the standard service provider agreement, these issues will be discussed at the time the City awards a contract, if any.

- K. **Permits and Licenses.** Consultants shall obtain and maintain during the term of any agreement, at their sole expense, all appropriate permits, certificates and licenses, including but not limited to a City business license, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost for a City business license is not reimbursable. Each Subconsultant shall have a current City business license.

- L. **Provider's Representative.** The person signing the Proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

- M. **Award of Contract.** The award of contract, if it be awarded, will be to the Provider whose qualifications best fits the City's needs. The contract, in form and content satisfactory to the City, will be awarded at a regular City Council meeting (generally the first and third Tuesdays of each month).

IX. QUESTIONS

Rochelle Wheeler, Senior Transportation Coordinator, 510-747-7442, rwheeler@alamedaca.gov is available to answer questions and to respond to requests for additional information. All questions must be submitted in writing and will be accepted until **Wednesday, March 23, 2022 at 5:00 p.m.** Responses will be posted on the City's web page: <https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>.

Attachment A: SCOPE OF WORK and DELIVERABLES

INTRODUCTION

Alameda and Oakland are East Bay neighbor cities separated by the Oakland Estuary which ranges in width from 600 to 1600 feet. Every day, thousands of commuters, residents, and visitors cross the estuary using a variety of modes: vehicle, bus, bicycle, ferry, and on foot. Four bridges connect the north and east sides of Alameda Island to Oakland. On the west side of the island, the Webster and Posey tubes (State Route 61) connect Alameda to downtown Oakland, Jack London Square and I-880.

Today, the only existing link for people on foot or bike to cross the estuary is a narrow, shared, bi-directional four-foot wide pathway inside of the Posey Tube. With strong and growing bicycle networks in both Oakland and Alameda, including the San Francisco Bay Trail and the Cross Alameda Trail, there is an opportunity and need to create a sustainable link between the two cities and the greater East Bay. To address this significant transportation gap, the City of Alameda is initiating project development activities for implementation of a new cross-estuary pedestrian and bicycle bridge.

The objective of this RFP is to select a consultant or consultant team to develop solutions, complete comprehensive studies and obtain an approved Project Initiation Document (PID), assumed to be a Project Study Report, for a new pedestrian and bicycle bridge (Project). The City's goal is to have this phase of the Project delivered creatively and expeditiously in order to position the Project for successful implementation, including, in the near term, having strong stakeholder support and an identified project lead, securing funding from all levels (federal, state and regional), and positioning the bridge Project to move to the next phase: Project Approval and Environmental Document (PA&ED).

To date, several feasibility studies have been completed (in 2009 and 2021) and one travel demand analysis was completed (2021). As well, many alternative bridge alignments have been considered, and evaluated by stakeholders. At this time, while a final alignment has not been selected, the top two potential alignments are:

- Marina Village/Shipways (Alameda) to Oak Street in Estuary Park (Oakland); and
- Alameda Landing (Alameda) to Washington Street in Jack London Square (Oakland).

As the Project Sponsor for this phase, the City of Alameda intends to retain a professional engineering services consultant or consultant team to provide professional engineering services for the PID phase of the project. The project will be managed by the City of Alameda; however, the City will closely partner in this effort with the City of Oakland. There will also be considerable coordination with the other project stakeholders, including Alameda CTC, Caltrans, the Port of Oakland (Port), and the U.S. Coast Guard (USCG).

The selected consultant team will serve as the City's implementation and delivery team by providing technical and engineering services, including but not limited to, project management; preliminary environmental, hydraulics, traffic, and structural analyses; stakeholder/public

coordination and engagement; right-of-way data; and other support services as required. The consultant team will act as an extension of the City of Alameda's staff to ensure the successful delivery of this phase of the Project.

SCOPE OF WORK

The consultant shall be familiar with and will be responsible for providing and performing all activities necessary to successfully deliver the Project through the approval of a PID document. The consultant should identify and explain the necessity for any additional tasks not within the scope of services detailed below, including any modified assumptions required in order to successfully deliver the PID phase.

Task 1: Project Management

This task includes all work by the consultant to effectively manage the scope, cost, and schedule of the project. This may include but is not limited to the following activities and deliverables identified below:

- A. Contract Administration:
 - 1. Prepare and submit monthly progress reports and invoices in conformance with City's Standard Service Provider Agreement and Alameda CTC Consultant Payment Request Forms.
 - 2. Coordinate in-house design staff and subconsultants to assure free and timely flow of information for each task activity.
 - 3. Manage contract costs.
- B. Project Control:
 - 1. Prepare a detailed schedule and submit an updated electronic file schedule on a quarterly or as-needed basis. Prepare, update, and submit a four-week Horizon Schedule at monthly (Project Development Team) PDT Meetings.
 - 2. Develop and maintain a QA/QC Program.
 - 3. Maintain project records.
 - 4. Prepare and maintain a Risk Management Plan.
- C. Project Communications:
 - 1. Prepare and submit correspondence and memos, including all meeting minutes.
 - 2. Create and maintain a Project fact sheet, develop and maintain a Project web-page, and prepare other public materials to update the public and elected officials of project progress.
 - 3. Support and prepare materials as may be required for informational meetings beyond those required as part of the PID development including but not limited to: City Boards and Commissions, City Councils, and other stakeholders and interested parties.
- D. Project Meetings:
 - 1. Initiate and conduct monthly PDT meetings.
 - 2. Support up to six (6) Technical Advisory Committee (TAC) meetings with key stakeholders.

3. Support three (3) to five (5) meetings, as needed, of a Political Advisory Committee (PAC) made up of elected and appointed officials.
4. Support up to four (4) public engagement meetings/events, targeting both Oakland and Alameda community members.
5. Support coordination meetings as may be required to secure the required deliverables, with outside agencies like Caltrans, business groups, boating groups, advocacy groups, etc.

Task 2: Develop PID

This task will include but not be limited to defining the Project need and purpose; defining the type of PID needed; reviewing past studies and analysis to develop initial alternatives; analyzing each alternative based on various impact studies, including traffic studies, to move forward with a limited number of selected alternatives for inclusion in draft PID; circulating the draft PID; and obtaining comments from the stakeholders to finalize the PID for ultimately programming the Project for furthering project development activities.

The selected consultant should expect to define the Project's need and purpose, and to analyze and identify alternatives for optimum solutions.

The consultant should analyze **three** build alternatives and a no-build alternative in the draft PID for providing bicycle/pedestrian bridge options. The result of this task will be an approved PID, adopted by the cities of Alameda and Oakland, enabling the Project stakeholders to program the Project and further the project development activities towards implementing the PA&ED phase. Caltrans' Project Development Procedures Manual (PDPM) will be used to develop the PID even though the Project is not technically on a state route.

The PID may include but is not limited to the following activities and deliverables identified below:

- A. Collect and review all relevant mapping, reports, plans and other information including site visits and field reviews to verify Project features to support preliminary geometrics for the proposed improvements using current available mapping and other relevant information.
- B. Prepare all necessary documents and other information to complete PID and supporting documentation in accordance with Caltrans' latest PDPM, and to enable the Project to seamlessly move forward to the next phase (PA&ED).
- C. Prepare an electronic base map (using commonly available mapping software) of the project area with coverage of approaches to the project limits; a catalogue of as-built plans and notes for the existing facilities impacted by the proposed Project; and a right of way map of the project area (that can be overlaid on the project base map electronically).
- D. Prepare a traffic study showing current and forecast volume information for vehicles, bicycles (standard and electric), pedestrians, transit riders, and other micro-mobility options, within the project area.

- E. Develop criteria for comparing and evaluating the conceptual alternatives, and selecting the build alternatives.
- F. Develop multiple conceptual alternatives. Describe challenges, opportunities and trade-offs, alignments, and cost estimates associated with each alternative. Present these to the TAC for input.

Conceptual alternatives (and costs) should include at least one alternative with a significantly reduced horizontal clearance; and one alternative without any USCG restrictions.
- G. Develop three (3) technically, economically and politically feasible build alternatives (variations) and supporting documentation per City, TAC and PAC input.
- H. Develop the proposed horizontal and vertical geometrics for each build alternative.
- I. Determine the right of way, easements, utilities' easements, order of magnitude cost estimates; and permit, agreements and license requirements for each of the selected build alternatives.
- J. Prepare any required reports to document the studies and design elements for value engineering opportunities, addressing those elements where it may appear that significant cost savings or other advantages can be realized.
- K. Identify funding, operations, delivery strategy and maintenance commitments for the project build alternatives.
- L. Identify NEPA and CEQA clearance approaches, and lead and responsible agencies.
- M. Outline near-immediate waterway clearance emergency action plan.
- N. Prepare a Draft and Final Draft PID and circulate to participating agencies and other interested parties for review and comment.
- O. Prepare a Final PID.
- P. In developing the PID, the following outreach, coordination and engagement should be utilized strategically to maximize the success of Project implementation:
 - a. Engage the TAC and PAC at key input and decision points.
 - b. Coordinate with the following agencies and entities, at a minimum, to secure input on and support of the alternatives; and to understand permitting requirements and other requirements such as vertical and horizontal clearances. Other agencies/entities may be suggested by consultant, or arise based on studied alternatives:
 - i. USCG
 - ii. Port of Oakland
 - iii. San Francisco Bay Conservation and Development Commission (BCDC)
 - iv. Caltrans District 4

- v. Jack London Square Business Improvement District
 - vi. City of Oakland: All relevant departments
 - vii. City of Alameda: All relevant departments
- c. Coordinate with public and private park and development projects, including but not limited to:
- i. Estuary Park Renovation and Expansion Project in Oakland, to ensure compatibility of proposed landing with park improvements (expected to be completed Fall 2023)
 - ii. Waterfront Ballpark District at Howard Terminal in Oakland
 - iii. Shipways development site in Alameda
- d. Organize and support up to four (4) public engagement meetings/events (virtual or in-person), and at least one (1) online survey. Ensure the immediate areas' lower-income and often under-represented residents are well-represented. Consult with local bicycle/pedestrian advocacy organizations for input on meeting locations and methods of engaging the public prior to this community outreach.

Deliverables and Review

The City of Alameda will provide oversight of the preparation of the documents required for the PID. All work products and deliverables shall be prepared in accordance with the latest Caltrans regulations, policies, procedures, manuals and standards, including compliance with FHWA requirements.

In case of conflict, ambiguities, discrepancies, errors or omissions among the reference materials obtained by the consultant from other agencies, the consultant shall submit the matter to City for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by the consultant before clarification by City shall be at the consultant's risk. Such conflicts, ambiguities, discrepancies, errors or omissions among the references shall not give rise to a claim by the consultant for extra work unless the consultant can demonstrate that it has incurred additional expenses as a result thereof.

All submittals of final technical reports and drawings shall be provided electronically in Adobe Acrobat PDF, Microsoft Word, Microsoft Excel, and/or MicroStation format(s), as directed by the City. The City will require three (3) sets of hard copies for its use.

The consultant shall assume a minimum review time of no less than 10 working days for the City's review of the following documents, prior to releasing for initial review by stakeholders:

- Need and purpose definition
- Conceptual alternatives
- Alternatives screening criteria

- Build Alternatives (screened)
- Technical reports, as required
- Cost estimates
- Draft PID
- Responses to comments on Draft PID
- Final Draft PID
- Responses to comments on Final Draft PID
- Final PID

Other deliverables include:

- Meeting agendas and minutes
- Project Fact sheet and web content
- Memoranda and staff reports for Board and Commission meetings and City Council meetings
- Meeting presentation materials
- Supporting materials needed to secure grant funding for the next phase of the Project

Attachment B: Reference Materials

The following information and documents related to this RFP and the Project are listed below and available online:

1. City of Alameda Project Web page
 - <https://www.alamedaca.gov/Bridge>
2. Previous Studies: Estuary Crossing Study: Detailed Feasibility (2021) + Travel Demand Analysis and Spreadsheet Tool (2021) + Estuary Crossing Feasibility Study Report (2009)
 - <https://www.alamedaca.gov/Bridge>
3. Oakland Bicycle Plan (2019)
 - <https://www.oaklandca.gov/resources/bicycle-plan>
4. Alameda draft Active Transportation Plan Recommendations and Bikeway Network
 - <https://www.activealameda.org/Recommendations>
 - <https://tooledesign.github.io/F0061-Alameda-City-ATP/new/>
5. Alameda Transportation Planning Web page
 - <https://www.alamedaca.gov/Transportation>
6. Alameda General Plan 2040
 - <https://www.alameda2040.org/>
7. Estuary Park Renovation and Expansion Project Master Plan
 - Project website: <https://www.oaklandca.gov/projects/estuary-park>
 - Project Manager: Christine Reed, creed2@oaklandca.gov
8. Alameda CTC Local Contract Equity (LBCE) Program
 - <https://www.alamedactc.org/get-involved/contract-equity/>

**Attachment C:
Key Team Member References Format**

For each reference, use the following format:

Name of Organization: _____

City/State/Location: _____

Project Title: _____

Summary of Project: _____

Role on Project: _____

Duration (Dates): _____

Consultant's Contract Amount: _____

Estimated Total Project Cost: _____

Project Completion Date: _____

Organization Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

**Attachment D:
City Standard Service Provider Agreement and Insurance Requirements**

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 20__ (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“**the City**”), and COMPANY, a (California corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS (“**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).][Other: Consistent with administrative procurement regulations, the City Manager has determined it is unnecessary to follow the City’s administrative selection procedures in awarding this Agreement to Provider, given that the City has experienced satisfactory services from Provider at a reasonable cost for more than the past five years.]

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. 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 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule [as set forth in 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 agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

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

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

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

10. INSURANCE:

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

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

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

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

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

(3) Automotive:

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

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

or

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

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

(4) Professional Liability:

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

\$2,000,000 each occurrence

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration

of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of Provider. If not covered under Provider’s liability policy, such “property” coverage of the City may be endorsed onto Provider’s Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City that will be in the care, custody, or control of Provider.

(5) Cyber Liability:

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

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

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers’ compensation and professional liability insurance. The naming of an additional insured

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

E. SUFFICIENCY OF INSURANCE:

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

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

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

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider

shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

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

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

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

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

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and

activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

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

17. NOTICES:

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

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

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

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

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

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

26. CAPTIONS:

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

27. COUNTERPARTS:

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

28. SIGNATORY:

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

29. CONTROLLING AGREEMENT:

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

30. ALAMEDA CTC LOCAL BUSINESS CONTRACT EQUITY PROGRAM:

a. Provider shall comply with all applicable provisions of Alameda County Transportation Commission's (ALAMEDA CTC's) Local Business Contract Equity (LBCE) Program, incorporated herein by reference as if attached hereto. City shall provide a copy of the LBCE Program to Provider upon request.

b. If the Provider or any subconsultant is a Local Business Enterprise ("LBE"), Small Local Business Enterprise ("SLBE"), and/or Very Small Local Business Enterprise ("VSLBE") firm, the certificate for that firm shall be attached to this Agreement.

c. No substitution of a listed LBE, SLBE, or VSLBE subconsultant on a contract can be made without the prior written approval of City with agreement of ALAMEDA CTC. If an LBE, SLBE, or VSLBE subconsultant is unable to perform successfully, the City or Provider shall submit a written request to ALAMEDA CTC for approval to replace such firm. Provider must make good faith efforts to replace such LBE, SLBE, or VSLBE with another LBE, SLBE, or VSLBE, respectively. ALAMEDA CTC may investigate the circumstances surrounding the substitution request.

d. Provider agrees that within ten (10) calendar days' receipt of payment from Sponsor Agency, Provider shall pay to its subconsultants all amounts due from such payment for satisfactory performance of its contract, subject to such legal requirements under federal or state law regarding withholding of disputed payments and applicable penalties. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with ALAMEDA CTC's prior written approval. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Provider or subconsultant in the event of a dispute involving late payment or nonpayment by the Provider, deficient subconsultant performance, and/or noncompliance by a subconsultant. This clause applies to LBE, SLBE, and VSLBE and non- LBE, SLBE, and VSLBE subconsultants.

e. Provider agrees to include any subconsultant's acceptable invoices with each Payment Request Form that it submits to Sponsor Agency no later than thirty (30) calendar days after receipt of such invoice from the subconsultant. This clause applies to LBE, SLBE, and VSLBE and non- LBE, SLBE, and VSLBE subconsultants.

f. Provider agrees further to release retainage payments, if any, to each subconsultant within thirty (30) calendar days after the subconsultant's work is completed and accepted. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with ALAMEDA CTC's prior written approval. This clause applies to LBE, SLBE, and VSLBE and non- LBE, SLBE, and VSLBE subconsultants.

[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

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

[DEPARTMENT HEAD NAME]
[DEPARTMENT HEAD TITLE]

APPROVED AS TO FORM:
City Attorney

[NAME]
[Assistant] City Attorney

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

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

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

[Name of Entity]

Date: _____

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

REF: _____

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

PRIMARY INSURANCE:

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

SEVERABILITY OF INTEREST:

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

WAIVER OF SUBROGATION:

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

NOTICE OF CANCELLATION:

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

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

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

SCHEDULE

SAMPLE

Name of Person or Organization:
 City of Alameda
 Public Works Department
 950 West Mall Square, Room 110
 Alameda, CA 94501-7558

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

REF: _____

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

NOTICE OF CANCELLATION:

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