



**REQUEST FOR PROPOSALS**  
for  
**Waterway Study**  
for  
**Oakland-Alameda Estuary Bridge**

**City of Alameda**

**August 4, 2025**

**Key Dates:**

Request for Proposal Issued:	Monday, August 4, 2025
Deadline for Questions:	Tuesday, August 12, 2025 at 5:00 p.m.
<b>Proposal Due Date:</b>	<b>Friday, August 22, 2025 at 2:00 p.m.</b>
Interviews (if needed):	September 2-4, 2025
Anticipated Notice to Proceed:	October 22, 2025

**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](mailto:rwheeler@alamedaca.gov)

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## **I. INTRODUCTION**

The City of Alameda (City) is a community of approximately 80,000 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, two subterranean tubes, and a water shuttle service, 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 a Waterway Study (Project) for a future Oakland Alameda Estuary Bridge project (Estuary Bridge). The Estuary Bridge is envisioned to be a moveable pedestrian/bicycle bridge connecting western Alameda and Jack London Square in Oakland. A Project Study Report-Project Development Support (PSR-PDS) for the Bridge was completed in June 2024, which identified the need for a Waterway Study of the Oakland Estuary.

The Project is a critical element in advancing the Estuary Bridge and will support future approvals from the United States Coast Guard (USCG). It will assess the existing type, volume, frequency, operations and timing of vessels that traverse this section of the Estuary. The major deliverables of the Study include comprehensive data on the vessels using the Estuary and desktop simulations of multiple potential bridge locations identified in the PSR-PDS, which will allow the development of the height and width parameters for a potential bridge. The Study will be used to inform the options studied in the next major phase of the Estuary Bridge project, the Environmental phase.

The Waterway Study will be managed by the City, in close coordination with the key Project partners for this phase, the City of Oakland and the U.S. Coast Guard (USCG). The consultant will also be required to coordinate with Project stakeholders including maritime users of the Oakland Estuary, and several advisory committees. The selected consultant team will serve as the City's implementation team by providing technical, engineering and planning services, including, but not limited to, project management; vessel count management; waterway modeling; stakeholder/public coordination and engagement; 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 main outcome of this effort will be a technical Waterway Study Report, accepted by the City of Alameda City Council, that can support the Estuary Bridge project moving to the Environmental phase. The City seeks to have the Project completed before June 30, 2027.

## **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. CALTRANS REQUIREMENTS

This contract is primarily funded by a Caltrans Sustainable Communities grant awarded in 2024 (see Attachment E, the Caltrans-City “Restricted Grant Agreement” (CalTrans Agreement Number 74A15800)). All grant conditions imposed on the City by the Restricted Grant Agreement will also apply to the selected consultant. Each proposing consultant is expected to review and consider all relevant conditions in the preparation of their proposal. The selected consultant shall comply with all such conditions of the Restricted Grant Agreement (RGA), including, but not limited to Section III.15 (Payment and Invoicing), Section III.18 (Cost Principles) in its entirety, Section III.25 (Third-Party Contracts), and the RGA Attachment “Grant Application Guide” Section 2.3 (Eligible and Ineligible Activities and Expenses).

### IV. PROPOSED SCHEDULE

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

RFP Issued	August 4, 2025
Deadline for Written Questions	August 12, 2025 at 5:00 p.m.
Answers to Written Questions Issued	August 14, 2025
<b>Proposals Due</b>	<b>August 22, 2025 at 2:00 p.m.</b>
Interviews (by invitation, if needed)	September 2-4, 2025
Announcement of Top Ranked Team	September 5, 2025
Contract Notice to Proceed (estimate)	October 22, 2025

### 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 25 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 and Approach.**

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.**

This section shall describe the Proposers' expertise and how it will be practically applied to fulfill the Scope of Work.

- 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.

**5. 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 five (5) years of experience in a project/contract manager role.

- Project team members shall be identified by name, office 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. The expectation is that key personnel will remain the same throughout the duration of the contract. Full resumes may be included in the proposal appendices.
- Include a statement regarding the Proposer's ability to dedicate time, staff and resources to this Project.

#### **6. 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.

#### **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."

#### **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.

## 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 an electronic copy of the complete proposal via email no later than **2:00 p.m. on Friday, August 22, 2025**. Proposals shall be submitted to:

City of Alameda  
Planning, Building and Transportation Department  
ATTN: Rochelle Wheeler, Senior Transportation Coordinator  
rwheeler@alamedaca.gov

*With a copy to:*  
transportation@alamedaca.gov

Late proposals will not be considered. The City assumes no responsibility for delays caused by delivery/email service.

## VII. SELECTION PROCESS

Submittals received by the deadline will be reviewed by a Selection Panel comprised of City of Alameda 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; and clarity and comprehensiveness of the approach that demonstrates strategic thinking, expertise, and creativity. (30 points)
- C. **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. (25 points)
- D. **Management Plan.** Methods of project management including project communication, schedule and budget control, and quality assurance and quality control; record of completing work on schedule. (10 points)
- E. **Cost Effectiveness.** Balance between cost and level of effort, deliverables and expertise of staff and firm. (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, project manager and other 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. (30 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. (30 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)

*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](mailto: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 **Tuesday, August 12, 2025 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. This navigable waterway is heavily used by a variety of marine vessels, including shipping vessels, sailboats, motor boats, dredging boats, crane barges, kayaks, crew teams, and Coast Guard cutters and other vessels that access Coast Guard Island. The Estuary also contains many boat marinas and several commercial boating businesses. Every day, thousands of commuters, residents, and visitors cross the Estuary using a variety of modes: vehicle, bus, bicycle, ferry, and on foot. Four car bridges and one bicycle/pedestrian bridge 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 three-foot wide pathway inside of the Posey Tube. With strong and growing bicycle networks in both Oakland and Alameda, 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 initiated project development activities for implementation of a new moveable cross-estuary pedestrian and bicycle bridge.

Feasibility studies were completed in 2009 and 2021, and a travel demand analysis was completed in 2021. In 2024, a Project Initiation Document (PID), specifically, a Project Study Report-Project Development Support (PSR-PDS), was completed for the Estuary Bridge which identified the project purpose and need, the project study area, and three Build Alternatives which were evaluated in depth and may be advanced to the Environmental Phase. The PID explored different bridge types but did not select a particular one, and it preliminarily set parameters for the distance between the bridge piers and the height of the bridge deck off the water. The PID determined that the next step in moving the Estuary Bridge project forward, before the Environmental Phase is initiated, is a Waterway Study.

The key objective of the Waterway Study is to advance the Estuary Bridge project by providing an in-depth understanding of the vessel usage of the estuary, and developing width and height parameters for a potential bridge. The Waterway Study will use navigational modeling to provide information on the minimum horizontal clearance parameters for a potential bridge. These parameters are essential for moving the Bridge project forward; no feasible concepts can be developed without the results from the study and the environmental assessment in the Project Approval Environment Document phase cannot take place.

The Project area is roughly bracketed by Oakland's Estuary Park to the east and the Port of Oakland to the west, a major shipping port (see project area map in the PSR-PDS). The USCG must approve any changes to navigable waterways, including the addition of a new moveable bridge. The Waterway Study will provide the initial detailed data and analysis needed for their consideration of different bridge options and will support the future development of a Navigation Impact Report (NIR), which is required for a Bridge Permit from the USCG.

## SCOPE OF WORK

The Waterway Study will have two main components, and will use the results of this work to recommend the height and width parameters for the Estuary Bridge:

1. Vessel Study: Collect and analyze comprehensive data on the vessels using the Estuary, including type, number, schedules, frequency, and timing of vessels, over a six-month peak period; and
2. Navigation Simulation Desktop Study: Develop and run multiple desktop simulations of multiple potential bridge locations and a variety of bridge pier placement options, in close coordination with the USCG and other key stakeholders.

The Project includes limited community engagement, focused on presenting the Study findings to two established advisory committees, and the final Report to the City's Transportation Commission and City of Alameda City Council, and possibly to City of Oakland Committees/Council.

The Project and all Tasks must be **completed before June 30, 2027**.

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. The project will be managed by the City of Alameda; however, the City will closely partner in this effort with the City of Oakland, and there will also be considerable coordination and collaboration with the USCG.

The consultant shall be familiar with and will be responsible for providing and performing all activities necessary to successfully deliver the Project. The consultant should identify and explain the necessity for any additional work not within the scope of services detailed below, and any assumptions or exclusions required in order to successfully deliver the Project tasks within the proposed budget.

### Project Management

All project management work performed by the consultant to effectively manage the scope, cost, and schedule of the project shall be included and budgeted within Tasks 1-6. This may include but is not limited to the following activities and deliverables identified below:

1. Contract Administration:
  - a. Prepare and submit monthly progress reports and invoices in conformance with City's Standard Service Provider Agreement and Caltrans grant reporting requirements.
  - b. Coordinate in-house staff and subconsultants to assure free and timely flow of information for each task activity.
  - c. Manage contract costs.
2. Project Control:
  - a. Initiate and conduct bi-weekly or monthly Project Development Team meetings, as needed.
  - b. Prepare a detailed schedule and submit an updated electronic file on a quarterly

- or as-needed basis.
  - c. Develop and maintain a QA/QC Program.
  - d. Maintain project records.
  - e. Prepare and maintain a simple Risk Management Plan.
3. Project Communications:
- a. Prepare and submit correspondence and memos, including all meeting minutes.

### **Deliverables**

- Monthly Progress Reports and Invoices
- Minutes of PDT meetings
- Project Schedule, updated quarterly or as needed
- Risk Management Plan, updated quarterly or as needed
- Other correspondence/memos, as needed

### **Task 1: Data Collection and Simulation Model Development**

**Data Collection.** Develop and propose a system for data collection that will measure and gather data on the number, types, frequency, operational characteristics and height of vessels using the Estuary on a daily basis over an approximately six month period. Both commercial and recreational vessels will be counted. The data is expected to be collected in the spring/summer/fall of 2026 to achieve an adequate sample size representative of seasonal variations as well as the months with the busiest boating traffic.

Evaluate and select at least six locations for temporary data collection systems in the Waterway Study project area with input from the project team and key stakeholders. This will include securing the rights to use each location. The system will be installed, tested and maintained during the data collection period. Data reports will be provided monthly.

Additionally, Consultant will collect data on current and expected future vessel usage via telephone interviews with maritime users of the Estuary.

**Simulation Model Development.** Consultant will develop a Navigation Simulation model to be used for a desktop study of how vessels can safely navigate the estuary under various marine conditions, and at various widths below the existing channel width, such as would be introduced with a new bridge. The model inputs will include, but not be limited to, water levels (including to account for future sea level rise), vessel type used, horizontal clearance, and terrain (underwater).

The Project team will meet with the USCG to establish the desktop study parameters, and the appropriate vessel(s) to be run through the simulator. The model will also include the hydraulic velocities and vectors needed for modeling this section of the Estuary. At least three possible bridge locations will be modeled, with multiple horizontal clearances for each location. Ultimately, the simulation will be used to better inform potential estuary bridge span lengths (horizontal navigation clearance) that best meet the reasonable needs of navigation and fulfill USCG parameters.

## **Deliverables**

- 1.1 Draft memo on the recommended system for data collection, the location of temporary data collection sites, a maintenance/monitoring plan, and a list of maritime users to be interviewed and data/information to be collected.
- 1.2 Installation of data collection devices.
- 1.3 Monthly data reports of vessel counts and attributes in formats appropriate for project team and USCG usage.
- 1.4 Draft memo on the Navigation Simulation Model, with a summary of model and inputs, the vessel selected to run through the model, the locations for each potential bridge and pier placement locations and rationale for selecting each of these.
- 1.5 Completed Navigation Simulation model

## **Task 2: Data Analysis and Simulation Runs**

**Data Analysis.** Consultant will assemble and analyze all of the vessel and maritime user data collected in Task 1 and develop a technical memo reporting on the data and findings using both text and graphics, with attachments that include the original data collected, including monthly data reports and summaries of individual maritime user interviews. Projections of future changes in maritime usage of the Estuary will also be included.

A slide deck will be prepared that succinctly describes the major findings in a manner that is easily understood by the layperson.

**Simulation Runs.** The Consultant will perform the desktop studies using the Navigation Simulation Model prepared in Task 1 for multiple bridge locations in the project area and with various pier placement variations. Both the Consultant team and USCG, and other stakeholders such as harbor pilots, will be present as active participants during the simulations and will be available to advise on any needed model adjustments. Data will be collected on each trial run, and a memo will be produced which includes a discussion of the reasonable needs of navigation for each bridge location and span length tested.

## **Deliverables**

- 2.1 Slide deck of Data Analysis findings
- 2.2 Draft Data Analysis Memo summarizing all data collected, with attachments
- 2.3 Draft Navigation Simulation memo on the desktop simulations run using the Navigation Simulation model, including a discussion of the reasonable needs of navigation for each location and span length tested

## **Task 3: Key Stakeholder Outreach**

Throughout the project, the Consultant and Project Team will hold regular meetings, as deemed necessary, with the USCG, to gain their direction and input on the Project, to ensure it

meets their needs for evaluating how to maintain safe navigational clearances with different bridge options. This could include inviting the USCG to attend PDT meetings. As needed, separately from the interviews in Task 1, other stakeholders and users of the Estuary may also be consulted and provided with updates via meetings, including the boating community, marina owners, City of Oakland, Port of Oakland and the San Francisco Bar Pilots. Consultant will recommend which stakeholders to meet with under this Task and the total number of meetings, with a minimum of five meetings to be held.

### **Deliverables**

3.1 List of stakeholders and meetings to be conducted.

3.2 Summary of each stakeholder meeting, including date, attendees and action notes.

### **Task 4: Advisory Committee Meetings**

Consultant will present the findings from Tasks 1-3 to two existing Estuary Bridge Advisory Committees to solicit input on the implications of the vessel data and simulation runs, and its application for the Estuary Bridge project, including draft recommendations on the height and width design parameters. One meeting each will be held with the Estuary Bridge Technical Advisory Committee (TAC) and the Estuary Bridge Stakeholder/Equity Advisory Committee (S/EAC), for a total of two meetings. The City will notify and invite the participants. The Committee's input will be used in the development of the Final Report.

### **Deliverables**

4.1 Advisory Committee meeting agendas, slide decks, attendees lists, and action notes

### **Task 5: Draft and Final Reports**

Consultant will prepare a Waterway Study Report, which will be a technical report built on the memos and work from previous Tasks, and will also include recommendations on the width and height parameters for a potential Bridge, based on the Study findings. It will include the input from the TAC and S/EAC. The draft Reports will be reviewed by the USCG and Alameda and Oakland city staff. Comments will be addressed and incorporated, and a Final Report will be prepared.

The Final Plan will credit the funders on the cover page.

### **Deliverables**

5.1 Outline for Waterway Study Report

5.2 First draft Waterway Study Report

5.3 Second draft Waterway Study Report

5.4 Final Waterway Study Report, in an ADA-accessible electronic format

### **Task 6: City Commission/Council Presentations**

The Final Report will be presented to the City of Alameda's Transportation Commission and the Alameda City Council by the Consultant Team for their acceptance/acknowledgment. It may be presented to City of Oakland Committees/Council, if requested and if budget allows. A slide deck intended for a public audience will be developed that summarizes the Report findings and recommendations, in an easily understandable and visually appealing format. These presentations will further public awareness of the Estuary Bridge project and allow for continued public engagement in the development of this major infrastructure project.

#### **Deliverables**

6.1 Slide deck on the Waterway Study Report to be used for all public outreach



## Attachment B: Reference Materials

Information and documents related to this Waterway Study RFP and the Estuary Bridge are listed below and available online:

1. Project Web pages
  - [www.estuarybridge.org](http://www.estuarybridge.org)
  - [www.alamedaca.gov/Bridge](http://www.alamedaca.gov/Bridge)
2. Project Area map
  - [www.alamedaca.gov/Bridge](http://www.alamedaca.gov/Bridge), at top of page
3. Estuary Bridge Project Study Report-Project Development Support document, June 2024
  - [www.alamedaca.gov/Bridge](http://www.alamedaca.gov/Bridge), at top of page
4. Previous Studies: Estuary Crossing Study: Detailed Feasibility (2021) + Travel Demand Analysis and Spreadsheet Tool (2021) + Estuary Crossing Feasibility Study Report (2009)
  - [www.alamedaca.gov/Bridge](http://www.alamedaca.gov/Bridge)
5. Coast Guard Bridge Permitting process guidance, including Navigation Impact Report (NIR) requirements found in Appendix A of the *Bridge Permit Application Guide*
  - <https://www.dco.uscg.mil/Our-Organization/Assistant-Commandant-for-Prevention-Policy-CG-5P/Marine-Transportation-Systems-CG-5PW/Office-of-Bridge-Programs/Bridge-Permit-Application-Process/>
6. Alameda Active Transportation Plan (2022)
  - [www.activealameda.org/Adopted-Plan](http://www.activealameda.org/Adopted-Plan)
7. Oakland Bicycle Plan (2019)
  - [www.oaklandca.gov/resources/bicycle-plan](http://www.oaklandca.gov/resources/bicycle-plan)
8. Downtown Oakland Specific Plan (2024)
  - <https://www.oaklandca.gov/topics/downtown-oakland-specific-plan?token=UwsDn1BeEX8Uhx4Inymax8PloGE-6VXp>
9. Alameda General Plan 2040
  - [www.alameda2040.org/](http://www.alameda2040.org/)

**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 [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
------------------------	-----------------------------

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.]

**34. MULCH PROCUREMENT REQUIREMENTS**

Providers of landscaping maintenance, renovation, and construction shall:

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

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

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

COMPANY

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



# SAMPLE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name of Person or Organization:

City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501

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

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

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

#### PRIMARY INSURANCE:

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

#### SEVERABILITY OF INTEREST:

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

#### WAIVER OF SUBROGATION:

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

#### NOTICE OF CANCELLATION:

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

POLICY NUMBER:

COMMERCIAL AUTO  
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

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

Name of Person or Organization:

City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501-7558

SCHEDULE

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

REF: \_\_\_\_\_

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

### NOTICE OF CANCELLATION:

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

**Attachment E:**  
**Sustainable Communities Grant - Restricted Grant Agreement between City of Alameda and Caltrans**

*Find this Attachment on City of Alameda's Bidding web page, on the specific page for this RFP:*

*<https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>*