



## **Request for Proposals (RFP)**

**FOR**

**On-Call**

**Complete Streets Engineering Services**

**City of Alameda  
950 West Mall Square, Room 110  
Alameda, CA 94501**

**Issue Date: Thursday, June 23, 2022**

**Submittal Deadline: Monday, July 18, 2022, 12:00 p.m.**

## **I. INTRODUCTION**

The City of Alameda (City) is a unique island community of approximately 79,000 people faced with a wide variety of environmental, climate change, land use, planning, and transportation issues and challenges.

The City is seeking experienced firms (Consultants) to establish an on-call list to provide complete streets engineering services to assist with the planning and design of pavement rehabilitation and complete streets projects.

The City will review proposals, rank the firms, and invite three to five firms to a panel interview. The City will evaluate the interviews, rank the firms, and invite three firms to enter into a \$2,500,000.00 contract with the City for a five-year term, to provide on-call engineering services for pavement rehabilitation and complete streets projects. On an as-needed basis for individual projects over the term of the contract, the City will solicit proposals from all three on-call firms.

## **II. CONSULTANT ROLE – SCOPE OF SERVICES**

The City desires to obtain the services of three to five firms to assist with the planning and design of pavement rehabilitation and complete streets projects.

Firms must demonstrate proficiency in pavement design, and/or in complete streets design including NACTO design guidelines, Vision Zero implementation, and multimodal safety best practices.

Proposers are not required to have expertise in all of the fields listed below.

The scope of work includes, but is not limited to, the following:

1. Provide staff and services on an on-call, as-needed basis
2. Provide civil design for new infrastructure as well as repair and replacement of existing infrastructure
3. Provide specialty services either in-house or through sub-consultants for any and all needs on a given pavement rehabilitation and/or complete streets project including topographic surveying, soils reports, pavement coring, CEQA/NEPA, hydrological and drainage analysis, traffic studies, traffic signal design, utility mapping, electrical engineering, landscape/grading design, roadway design, storm water treatments, tree planting, etc.
4. Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates, utility coordination, working with regulatory and funding agencies, and other professional services

5. Lead stakeholder engagement and education efforts related to holistic multimodal improvements – including new or controversial concepts – such as intersection safety enhancements, raised crosswalks and intersections, chicanes, roundabouts, high visibility crosswalks with RRFBs, etc.
6. Ensure project designs conform to applicable federal, state, regional, and local guidelines and regulations, as well as regulatory and funding agency requirements
7. Provide Design Services During Construction, including field visits and construction meetings, reviewing material submittals, shop drawings and test results, responding to RFIs, drafting change orders, and similar services.

Typical projects may include the following elements:

1. Transportation safety improvements including bicycle and pedestrian facilities, traffic calming, roundabouts, traffic striping and pavement markings, separated bicycle facilities and crossings.
2. Storm water and green infrastructure treatments including landscaping, bioswales
3. Pavement design for pavement maintenance, rehabilitation, and reconstruction, including alternative treatments, e.g., rubberized HMA, full depth reclamation, cold-in-place recycling.
4. PCC assets including sidewalk, curb and gutter, ADA ramps, retaining curbs, valley gutters.
5. Storm drain facilities, including pipelines, channel drains, culverts, inlets, manholes, structures.
6. Site grading, retaining walls and utility replacement.
7. Traffic signal and street light improvements, including foundations, poles, cabinets, pedestals, conduit, signal heads, signal timing, cut sheets.
8. Pedestrian and bicycle crossing improvements including Rapid Rectangular Flashing Beacons, Pedestrian Hybrid Beacon/HAWK Signals, bicycle and pedestrian detection, adding pedestrian and bicycle phases to existing traffic signals.

After the City has entered into contracts with the selected firms, the City will solicit cost proposals from the on-call firms on an as-needed basis for individual projects.

### **III. MINIMUM QUALIFICATIONS**

1. Consultants must meet the following minimum qualifications in order to be considered responsive to this RFP:

- a. As of the submission deadline, the consultant shall have a minimum of three (3) years of experience satisfactorily providing the same or similar services requested under this RFP.
  - b. As of the submission deadline, the consultant shall be registered with the California Secretary of State and be in good standing.
2. Any consultant that does not meet these minimum requirements shall not be eligible to be considered for placement on the list of qualified on-call consultants.

#### **IV. SUBMITTAL CONTENT, FORMAT & INSTRUCTIONS**

All submittals must follow the format guidelines and content requirements listed in Section IV. Nonconforming submittals may be rejected as nonresponsive.

1. **Letter of Interest (15 points, 2 page maximum)**. Please include in the submittal a letter introducing the consultant and expressing the consultant's interest in being considered for on-call consulting services. The letter of interest should also include all of the following:
  - a. Provide the name of entity, its mailing address, and telephone number. Please describe the organization.
  - b. Indicate that the consultant has the availability and time to dedicate the personnel and resources necessary to provide on-call consulting services.
  - c. Indicate that the consultant has the minimum qualifications listed in Section III above.
  - d. Indicate the intention of the consultant to adhere to the provisions described in the RFP.
  - e. If selected to provide on-call consulting services, the consultant 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 B**. Any questions or exceptions to the standard service provider agreement and/or insurance requirements must be identified in the letter of interest.
  - f. Please identify the contact person responsible for the submittal, specifying the name, title and contact information.
  - g. Please note that the person signing the letter of interest must be a legal representative of the consultant authorized to bind the consultant to an agreement in the event of an award.
2. **Relevant Experience of Key Personnel and the Firm (60 points, 10 page maximum)**.
  - a. **Key Personnel Experience**. The submittal must identify the key personnel that are to be assigned if awarded a contract, detailing their qualifications, areas of expertise, a summary of their past experience performing similar services for local agencies

- b. Firm Experience. The submittal must describe the firm's pertinent project experience, including a list of performed relevant projects, past performance, individual or team accomplishments, and examples of similar work for Alameda or neighboring jurisdictions in the San Francisco Bay Area, including experience working with local agency staff, community groups and decision makers, and regional partner agencies.
    - c. General Firm Information. General firm information including the number of employees, location of firm headquarters, branch offices, and number of years in business may also be provided. Please note that general firm information is not a substitute for the specific information requested in Sections IV.2.a and b above.
  3. Resumes. There is no maximum number of pages. Please include a resume for each key personnel, including a clear and comprehensive fee schedule, including a detailed statement of hourly rates for all positions and classifications of individuals involved and reimbursable expenses.
  4. Client References (Pass/Fail). Consultant must provide a minimum of four (4) client references. Please complete and include the Client Reference worksheet included in Attachment A. The consultant's submission of a completed Attachment A constitutes the consultant's express consent for the City to contact the listed references to inquire regarding the qualifications of the consultant.
  5. City of Alameda Local Business Preference (5 bonus points). Alameda Municipal Code (AMC) section 2-62.4 provides for a local business preference of five percent (5%) that may be awarded to Alameda local businesses who request the preference and who meet the requirements contained in AMC section 2-62.1 *et seq.* AMC section 2-62.1 defines a local business as "a business firm with fixed offices or locally taxable distribution points within the boundaries of the City of Alameda which holds a current [Alameda] business license with an Alameda business address which is not a post office box." If a consultant meets these qualifications and wishes to apply for the preference, please include: (1) a written request for the local preference; (2) a copy of consultant's Alameda business license showing an Alameda business address; and (3) a statement of how long consultant has been an Alameda local business. See Attachment C.

## V. SUBMISSION

Consultants shall submit one electronic pdf file of the information in Section IV above. All submitted material becomes the property of the City of Alameda. Proposals must be sent electronically by **12:00 p.m. on Monday, July 18, 2022** to:

**Tawfic Halaby, Supervising Civil Engineer, [thalaby@alamedaca.gov](mailto:thalaby@alamedaca.gov),  
and Public Works Administration, [pw@alamedaca.gov](mailto:pw@alamedaca.gov)**

Submittals shall be clearly marked on the outside cover "Proposal to Provide Complete Streets Engineering Services." Inquiries regarding the RFP may be made via email to Tawfic Halaby at (510) 747-7937 or [thalaby@alamedaca.gov](mailto:thalaby@alamedaca.gov). The deadline for inquiries is 5:00 p.m. on Friday, July 8, 2022.

1. Submittals Must be Valid for Ninety (90) Days. The consultant agrees to be bound by its submittal for a period of ninety (90) days commencing on Monday, July 18, 2022, during which time the City may request clarification of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.
2. Late Proposals. Late proposals will be rejected.
3. Early Proposals. Any proposal received prior to the deadline may be modified or withdrawn via email from the consultant to the City up to 12:00 p.m. on Monday, July 18, 2022.

## VI. SELECTION PROCESS

Submittals received by the deadline will be reviewed by a selection panel comprised of City staff who have relevant knowledge and experience. The panel will score the proposals based upon the proposal materials submitted according to the following criteria:

1. Letter of Interest. Availability, demonstrated capacity, and qualifications necessary to provide the consulting services specified in the RFP. Ability to meet standard City contract and insurance requirements. (15 Points Maximum)
2. Relevant Experience. Consultants need not necessarily be experts in every task in a given sub-area in order to achieve a favorable score.
  - a. **Stakeholder Engagement** – ability to succeed with important aspects of pavement rehabilitation and complete streets projects including public outreach and education, utility coordination, regulatory agencies, funding agencies, community groups and decision makers (20 Points Maximum)
  - b. **Creativity and Innovation** – demonstrated success in resolving problems; addressing transportation and traffic challenges; ensuring local agency priorities are addressed; developing alternative treatments, implementing low-cost alternatives (20 Points Maximum)
  - c. **Expertise** – demonstrated experience in pavement rehabilitation and/or complete streets engineering; knowledge of current standards, best management practices, and latest industry developments; multimodal safety enhancements; managing complex projects (20 Points Maximum)

3. Responsiveness to the RFP. Presentation, completeness, and clarity of information provided. (25 Points Maximum)
4. Client References. (Pass/Fail)
5. Bonus Points. Local Preference Policy (5 Points)

The submittals will be scored on a zero to 100-point scale, excluding bonus points. The highest three ranked firms will be invited to enter into professional services contracts for on-call complete streets engineering services.

#### **VII.ANTICIPATED CALENDAR**

Advertise:	Thursday, June 23, 2022
Consultant Questions Due:	5:00 pm Friday July 8, 2022
Final Addendum (if required):	Noon Wednesday July 13, 2022
Electronic Proposals Due:	Noon Monday July 18, 2022 (3½ -week advert)
Short-list Notification:	Monday August 1, 2022
Interview Panel:	Thursday August 11 (ten calendar days' notice)
Final selection:	Monday August 15, 2022
City Council Contract Approval:	Tuesday September 20, 2022
Contract Final Execution:	Tuesday October 4, 2022

#### **VIII. ADDITIONAL TERMS AND CONDITIONS**

- 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 consultants on the list of qualified on-call consultants 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. Standard Form Service Provider Agreement & Insurance. Consultants acknowledge that placement on the list of qualified on-call consultants does not commit the City to award a contract. For any project, the City reserves the right to award a contract to consultants (1) that are on the list of qualified on-call consultants; (2) that have an existing contract with the City, or (3) that are selected through a separate competitive process.

Consultants on the list of qualified on-call consultants who 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 B.

Comments or exceptions, if any, to the standard service provider agreement and/or insurance requirements must be noted in the Letter of Interest. It is understood that consultants have reviewed the service provider agreement (Attachment B) and will take exception only to those items identified in their Letter of Interest.

Neither review of the submittal by the City nor placement on the list of qualified on-call consultants constitutes 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.

- H. Cost of Submittals. All costs incurred during submittal preparation or in any way associated with the consultant's preparations or submission shall be the sole responsibility of the consultant.

- I. [Liability for Submittal Errors.](#) Consultants are liable for all errors and omissions contained in their submittals.
- J. [Permits and Licenses.](#) Consultants, at their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of on-call consulting services.

## **IX. ATTACHMENTS TO THIS RFP**

The form in Attachment A is considered part of this Request for Proposals. This form must be filled out and submitted to the City along with the proposal. Any response to this Request for Proposals that does not include these requisite forms, will be considered non-responsive.

### **Attachment A**

- City of Alameda References Form

### **Attachment B** Sample Service Provider Agreement (for Professional/Consultant Services)

- City of Alameda Standard Service Provider Agreement

### **Attachment C** Ordinance 2673 Purchasing; Local Preference Policy

- Ordinance 2673 Purchasing; Local Preference Policy Amending Alameda Municipal Code Section 2-62

## **Attachment A**

### City of Alameda Client References Form

- Client References Form

## Client References

The following is a list of four (4) references (public agencies preferred).

### Reference #1

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Consultant's Service Dates: \_\_\_\_\_

Consultant's Contract Amount: \_\_\_\_\_

Estimated Total Project Cost: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

### Reference #2

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Consultant's Service Dates: \_\_\_\_\_

Consultant's Contract Amount: \_\_\_\_\_

Estimated Total Project Cost: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

## Client References

The following is a list of four (4) references (public agencies preferred).

### Reference #3

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Consultant's Service Dates: \_\_\_\_\_

Consultant's Contract Amount: \_\_\_\_\_

Estimated Total Project Cost: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

### Reference #4

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

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Consultant's Service Dates: \_\_\_\_\_

Consultant's Contract Amount: \_\_\_\_\_

Estimated Total Project Cost: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

## **Attachment B**

### **City of Alameda Sample Service Provider Agreement (for Professional/Consultant Services)**

- **Standard Service Provider Agreement**

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and COMPANY, a (California corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS (“**Provider**”), in reference to the following facts and circumstances:

### **RECITALS**

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: On-Call Complete Streets Engineering Services. City staff issued an RFP on June 23, 2022, and after a submittal period of twenty-six days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. The City and Provider desire to enter into an agreement for On-Call Complete Streets Engineering Services, upon the terms and conditions herein.

### **AGREEMENT**

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

#### **1. TERM:**

The term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_ 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 four (4) additional years. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain.

#### **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 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 Exhibit B.

b. 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.

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

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

**5. STANDARD OF CARE:**

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

**6. INDEPENDENT PARTIES:**

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

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

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

**8. NON-DISCRIMINATION:**

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

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

**9. HOLD HARMLESS:**

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

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

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

**10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). 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.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

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

(3) Automotive:

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

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

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors

and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each occurrence

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

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers’ compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

E. **SUFFICIENCY OF INSURANCE:**

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

**11. CONFLICT OF INTEREST:**

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

**12. PROHIBITION AGAINST TRANSFERS:**

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

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

**13. APPROVAL OF SUB-PROVIDERS:**

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

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

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

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

#### **14. PERMITS AND LICENSES:**

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

#### **15. REPORTS:**

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

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

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

#### **16. RECORDS:**

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

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

documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

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

## **17. NOTICES:**

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

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

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

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

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
ATTENTION: Tawfic N. Halaby, Supervising Civil Engineer  
Ph: (510) 747-7937 / Cell: (510) 381-8963  
Email: [thalaby@alamedaca.gov](mailto:thalaby@alamedaca.gov)

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  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
ATTENTION: Jeanette Navarro, Engineering Office Assistant  
Ph: (510) 747-7932 / Email: [jnavarro@alamedaca.gov](mailto:jnavarro@alamedaca.gov)

## **18. SAFETY:**

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

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

## **19. TERMINATION:**

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

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

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**20. ATTORNEYS' FEES:**

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

**21. HEALTH AND SAFETY REQUIREMENTS.**

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

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

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

**23. CONFLICT OF LAW:**

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

**24. WAIVER:**

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

**25. INTEGRATED CONTRACT:**

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

**26. CAPTIONS:**

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

**27. COUNTERPARTS:**

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

**28. SIGNATORY:**

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

**29. CONTROLLING AGREEMENT:**

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

**[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

\_\_\_\_\_  
Dirk Brazil

Interim City Manager

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
NAME

TITLE

\_\_\_\_\_  
Erin Smith

Public Works Director

APPROVED AS TO FORM:

City Attorney

\_\_\_\_\_  
Len Aslanian

Assistant City Attorney

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

The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated<sup>1</sup> against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

---

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

[Name of Entity]

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

---

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

---

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Person or Organization:

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

**SAMPLE**

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

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

### REF:

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

### PRIMARY INSURANCE:

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

### SEVERABILITY OF INTEREST:

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

### WAIVER OF SUBROGATION:

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

### NOTICE OF CANCELLATION:

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

POLICY NUMBER:  
COMMERCIAL AUTO

CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

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

### SCHEDULE

Name of Person or Organization:

**SAMPLE**

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

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

**REF:**

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

**NOTICE OF CANCELLATION:**

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

## **Attachment C**

### **Ordinance 2673 Purchasing; Local Preference Policy**

- **Ordinance 2673 Purchasing; Local Preference Policy Amending Alameda Municipal Code Section 2-62**

CITY OF ALAMEDA ORDINANCE NO. 2673  
New Series

AMENDING THE ALAMEDA MUNICIPAL CODE BY REPEALING  
SUBSECTION 2-62 (PURCHASING; LOCAL PREFERENCE POLICY)  
OF ARTICLE V (ADMINISTRATIVE PROCEDURES AND POLICIES),  
CHAPTER II (ADMINISTRATION), AND ADDING A NEW  
SUBSECTION 2-62 (PURCHASING; LOCAL PREFERENCE POLICY)  
ESTABLISHING PREFERENCE FOR LOCAL BUSINESSES IN THE  
PURCHASE OF MATERIALS AND SUPPLIES AND IN THE  
AWARD OF PERSONAL SERVICE CONTRACTS FOR LABOR

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ALAMEDA that:

Section 1. The City Council of the City of Alameda does hereby find, determine and declare that:

1. The imminent loss of the Alameda Naval Air Station will have a negative financial impact on local businesses;

2. The current recession has severely impacted businesses in the City of Alameda, resulting in many established businesses going out of business, many stores being unoccupied, and the failure of new businesses to establish themselves in the City of Alameda;

3. That the City Council of the City of Alameda has determined that as part of the economic development of the City it is in the best interest of the City to implement the authority given in Alameda City Charter Sections 3-16 and 3-17, and, in addition, provide for a preference in the award of personal service contracts for those persons and businesses having a business in the City of Alameda; and

4. That such economic development will encourage, among other things, businesses establishing themselves in the City of Alameda to obtain the advantages of the preferences hereby established pursuant to this ordinance, and that such businesses bear the burdens of other businesses located in the City.

Section 2. The Alameda Municipal Code is hereby amended by repealing Subsection 2-62 (Purchasing; Local Preference Policy) of Article V (Administration) in its entirety.

Section 3. The Alameda Municipal Code is hereby amended by adding a new Section 2-62 (Purchasing; Local Preference Policy) to Article V (Administrative Procedures and Policies), of Chapter II (Administration), thereof to read:

Approved as to Form

CITY ATTORNEY

## **2-62 Purchasing: Local Preference Policy.**

### **2-62.1 Definitions.**

As used in this section:

*Local business* shall mean a business firm with fixed offices or locally taxable distribution points within the boundaries of the City of Alameda which hold a current business license with an Alameda business address which is not a Post Office box.

### **2-62.2 Award of Contracts for Materials and Supplies.**

Subject to the limitations contained in this section, in the evaluation of bids or proposals for the award of all contracts for the purchase or lease of supplies, materials, equipment or other personal property, a local business shall, upon written application noted on the space provided on City bid or proposal documents, there shall be extended a five percent preference for local businesses. The awarding officer shall consider the quality offered and its conformity with the specifications, the delivery and discount terms and conditions, the service reputation of the bidder, and other information and data required to prove the lowest responsible bidder.

### **2-62.3 Award of Contracts for Labor.**

Subject to the limitations contained in this section, in the evaluation of any contract or hiring of any labor for public contract work, preference shall be given to contractors, mechanics, artisans or other laborers of any class, who shall be a local business as defined herein, provided that the labor, quality and price of the work shall be equal to that of others who would be considered for the award of the contract.

### **2-62.4 Award of Personal Service Contracts.**

Subject to the limitations contained in this section, in the evaluation of a contract for the performance of personal services, upon written application noted on the space provided on the City bid or proposal documents, there shall be extended a five percent preference for local businesses defined in this section, provided however, that all such contracts shall be awarded on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

### **2-62.5 Exemptions.**

The following contracts are exempt from the provisions of this section:

1. Contracts to the extent to which application of the provisions of this section would be prohibited by state or federal law or regulation or would result in what the awarding authority finds to be an unacceptable loss of government revenue or funding.

2. Contracts funded in whole or in part from donations and gifts to the City to the extent the provisions would conflict with any special conditions attached to the gifts or donations, provided the gift and the special conditions have been approved and accepted pursuant to the donations policy of the City.

3. Contracts resulting from exigent emergency conditions where any delay in completion or performance of the contract would jeopardize public health, safety or welfare of the citizens of the City, or where in the judgment of the City Manager or his/her designee the operational effectiveness or a significant City function would be seriously threatened if the contract were not entered into expeditiously.

4. Contracts with any single or sole source supplier for supplies, material, equipment or other personal property.

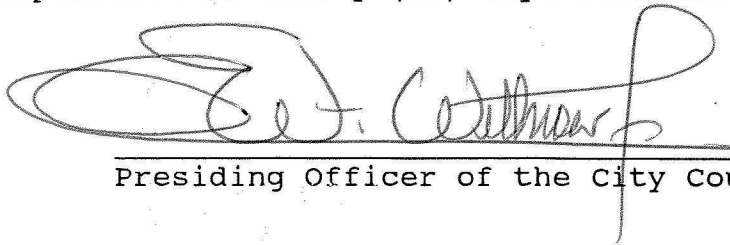
#### **2-62.6 Enforcement and Penalties.**

If the City Manager or his/her designee determines that a contractor or bidder has made an intentional misstatement to obtain a price preference under this section, the contractor or bidder shall be subject to any remedy available to the City at law or equity, including, but not limited to the following:

1. A finding of intentional misstatement or non-compliance shall be regarded by the awarding authority as a basis for determining whether or not the bidder or contractor is a responsible bidder for the present and future contracts. Any disqualification imposed as a result of this determination shall last for a period of one year.

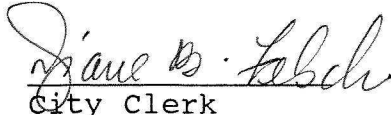
2. An intentional misstatement made to obtain a price preference under this section shall subject the recipient of any such price preference to a civil penalty of treble the dollar price preference received, or \$1,000, whichever is greater.

Section 4. This ordinance shall be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage.



Presiding Officer of the City Council

Attest:

  
City Clerk

I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by the Council of the City of Alameda in regular meeting assembled on the 2nd day of, August, 1994 by the following vote to wit:

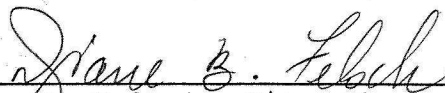
AYES: Councilmembers Appezzato, Arnerich, Lucas,  
Roth and President Withrow - 5.

NOES: None.

ABSENT: None.

ABSTENTIONS: None.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 3rd day of August, 1994.

  
\_\_\_\_\_  
Diane B. Felsch, City Clerk  
City of Alameda