

REQUEST FOR PROPOSALS

Public Works Strategic Planning Services

CITY OF ALAMEDA, CALIFORNIA



Issued: April 10, 2025

Submittal Deadline: May 1, 2025, 12:00 p.m.
to

CITY OF ALAMEDA
Public Works Department
Alameda, CA 94501
Attn: Erin Smith, Public Works Director
esmith@alamedaca.gov

CITY OF ALAMEDA REQUEST FOR PROPOSALS

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REQUEST FOR PROPOSALS
Public Works Strategic Planning Services

I. INTRODUCTION AND BACKGROUND

The City of Alameda Public Works Department (PW) invites proposals for Strategic Planning Services.

Alameda PW is soliciting proposals from qualified consultants to update PW's existing 2020-2025 Strategic Plan. The updated strategic plan will serve as a blueprint for enhancing our department and services over the next five years and beyond, aligning our programs, projects, and activities with the [Citywide Strategic Plan](#). PW's new strategic plan will be developed with significant input from our employees, reflecting a bottom-up process that incorporates their ideas and contributions. The focus of this new strategic plan is to revisit the department's mission, vision and values and to set goals and objectives that are actionable, aspirational, and achievable by PW.

Alameda PW is responsible for Alameda's public infrastructure, including assessment districts; integrated waste; streets; sewers; storm drains; sidewalks; street trees; traffic striping, signals, and systems; urban forest; parking and parking enforcement; and public facilities and fleet. PW's 2020-2025 Strategic Plan is attached here as Exhibit A.

Proposers shall read the information contained in this Request for Proposal (RFP) to understand how to submit the proposal, what documents must accompany the proposal and what legal obligations apply when the Proposer submits a proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP and if invited, participate in an evaluation interview panel.

II. SCOPE OF SERVICES

PW, through this Request for Proposals, seeks a qualified consultant for the facilitation and development of an update to the Department's strategic plan, resulting in the 2026-2031 plan for the department.

The total budget for this project will not exceed \$50,000.

PW is aware that there are a variety of perspectives, models, and approaches available to develop an updated strategic planning document; therefore, the successful firm should propose a framework or model(s) that they believe to be most suitable to PW at this time.

Consultants should additionally submit a proposed scope of services for the update of PW's strategic plan that is responsive to the available project budget and includes all recommended tasks and associated production, engagement and (if necessary) travel costs. If the proposed budget poses limitations, consultants should note those impacts specifically.

Subject to further discussion with the selected firm, the City anticipates, at minimum, that the scope of services on this assignment may include some or all the following services:

1. Review current organizational information available on the City's website and the current strategic plan for PW as well as the citywide strategic plan. Review current organizational structure and capacity, including programs and service delivery. Report on progress accomplished during the first five years of the Department's strategic plan.
2. Organize and facilitate all meetings and provide direction, expert facilitation and advice related to the development of an effective and implementable updated strategic plan. Conduct strengths and weaknesses analysis, including key environmental trends and data analysis relating to PW's service delivery, assessment of organizational readiness and capacity for implementing the strategic plan, and any recommendations for changes that would better position the department to accomplish goals.
3. Employee Engagement and Involvement. The plan is to include employee engagement to ensure employees throughout the department participate in reviewing and providing feedback on the department's mission, vision, values, top priorities, strategies and projects. The consultant shall facilitate the process and approach for gathering employee input and maintaining ongoing engagement with staff. The consultant shall facilitate any related surveying to assist in identifying priority goals and objectives for the Department.
4. Development of Updated Five-Year Strategic Plan. The selected firm will develop the strategic plan, which will include timetables for achievements and measurable goals. Based on feedback from leadership and employees, the Strategic Plan shall be grounded in a realistic assessment of staff and funding capacities and/or make resource adjustment recommendations for successful implementation
5. Performance Monitoring. Consultant shall recommend methodologies for monitoring performance within the framework of the strategic plan that may include the development of a communications plan for implementation of the plan and recommended performance measures.

III. PROPOSER QUALIFICATIONS

The City requires any Proposer to have a minimum of five years experience in strategic planning and organizational effectiveness. Experience with local government agencies is required and recent experience in a municipality is preferred.

IV. PROPOSAL REQUIREMENTS

The Proposer shall include in its proposal the information outlined below in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of the services identified in this RFP.

1. Statement of Qualifications

The Proposer shall prepare a statement of qualifications which identifies:

- a) The size, stability, and capacity of Proposer's organization, including, at a minimum, an identification of total number of years in operation, number of employees in the office location which is intended to provide the services described in the Scope of Services, and a description of Proposers' shop and storage facilities intended to support the City.
- b) An identification of the Proposer's experience performing services for projects of a similar size, scope, and complexity as the services required by this RFP, including an identification of the number of years' Proposer has been performing similar services; and the most recent projects for which the Proposer has performed similar services. Provide up to three (3) references where a similar project was completed. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
- c) A list of the Proposer's principals, employees, agents, and sub-service providers which the Proposer intends to assign to this project. This list shall include a summary of the qualifications (including education, training, certifications licenses, and experience) of each individual; the approximate number of hours each will devote to the contract; and the type of work to be performed by each individual.
- d) The following information on all state or federal litigation in which Proposer or any proposed subcontractor was a named party, or worked under contract with a party named in a lawsuit:
 1. Case name and case number
 2. Case location (including county and state for state litigation, or district for federal litigation)
 3. Year case was filed
 4. Whether case is pending or resolved, and outcome (if any)
 5. Description of the case (i.e., type of case, whether case is typical, what claims were alleged against Bidder or subcontractor)

2. Statement of Exceptions, if any, to Standard Service Provider Agreement.

The selected firm will be required to execute the Service Provide Agreement included in template form as **Appendix B**. All proposers are directed particularly to review all Indemnification, Hold Harmless and Insurance requirements set forth in this Agreement. If Proposer wishes to take exception to any of the terms and conditions contained in the Agreement for Service, these should be identified specifically; otherwise include a statement of no exception, labeled as Exhibit B in the submitted proposal. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a

proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated.

3. **Scope of Services and Project Pricing**

Prepare a detailed scope of services and cost schedule for all possible work unit pricing. Define each unit of service and list any exclusions for each work type. Be sure to include a unit cost for each activity presented in the Scope of Services. Unit costs shall include all incidental costs including travel, equipment, documentation, etc.

4. **Cover Letter**

The proposal shall be submitted with a cover letter. The letter accompanying the proposal must provide the name, title, address, telephone number, and signature of the individual(s) authorized to negotiate and bind the firm contractually. An unsigned proposal or one signed by an individual unauthorized to bind the firm may be rejected. The cover letter shall provide a summary of the firm's capabilities and availability of construction management staff, information and qualifications Proposed Scope of Services.

5. **Team Organizational Structure**

Describe the firm's team organization, including identification of any partners or subconsultants/subcontractors. Indicate the role and responsibilities of all subconsultants/subcontractors.

6. **Resumes and Qualifications of Proposed Personnel**

Include resumes for all personnel proposed for the Project.

V. PROPOSAL FORMAT

Proposers shall submit a proposal as one Portable Document File (PDF). **Proposals must be titled "City of Alameda – Public Works Strategic Planning Services "**. Proposals shall be submitted to:

City of Alameda Public Works
ATTN: ERIN SMITH, PUBLIC WORKS DIRECTOR
esmith@alamedaca.gov

With a copy to
JEANETTE NAVARRO, EXECUTIVE ASSISTANT
jnavarro@alamedaca.gov

VI. SELECTION PROCESS

After review of the submitted proposals, the City will invite some or all consultants to present their qualifications and proposed approach or may decide to select one proposer without conducting interviews and enter into contract negotiations directly. Consultant interviews, if

necessary, are anticipated to be conducted according to the schedule provided in Section VIII and will be in person at City Hall West (950 W. Mall Square, Alameda, CA 94501). Details of the interview process will be provided along with the invitation to present.

The final selection will be based upon the following criteria:

1. Ability of the Proposer to Carry Out and Manage the Proposed Project (20%)

An assessment of the statement of qualifications, including past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety of projects completed and a demonstration of the organization's ability to undertake this project; and the demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations that relate to the project.

2. Qualifications (40%)

The qualifications (including experience, and past performance) of the Proposer and its agents, employees, and sub-service providers. The City may consider Proposer's timely and accurate performance on contracts of a similar nature.

3. Willingness to Comply with the Proposed Agreement Terms (10%)

A sample agreement is attached. Proposals will be rated based on the exceptions taken to the proposed contract.

4. Cost of Proposal (30%)

Cost, while not determinative, will be considered in the selection process.

5. Local Business (+5%)

If the Proposer's company is physically located within the City limits, they will receive an additional five points.

VII. SELECTION TIMELINE

The City has designated the following activities and dates as key to the project schedule. Proposers are encouraged to assist the City in adhering to this timeline. The City reserves the right to change the schedule at its own discretion.

Anticipated Schedule for Selection	
Issuance of Request for Proposals:	April 10, 2025
Questions Due:	April 21, 2025
City Response to Questions	April 23, 2025
Deadline to Submit Proposals:	May 1, 2025
Interviews:	May 14, 2025
Contract Award (anticipated):	June 1, 2025

VIII. GENERAL CONDITIONS

1. **Nondiscrimination:** Applicants for this RFP shall not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
2. **Permits, Licenses, and Insurance:** The successful applicant for this RFP shall, at its sole expense, obtain and maintain during the term of any agreement executed pursuant to this RFP all appropriate permits, certificates, licenses, and insurance including, but not limited to, a City of Alameda Business License which may be required in connection with the performance of services hereunder.
3. **Signatures and Declarations:** Each proposal responding to this RFP must be signed on behalf of the submitting entity by an officer authorized to bind the entity to its proposal.
4. **City's Right to Waive:** The City reserves the right, in its sole discretion, to waive any immaterial irregularities in a proposal responding to this RFP or in the submission of a proposal.
5. **City's Right to Modify the RFP:** The City reserves the right, in its sole discretion, to modify this RFP should the City deem that it is in its best interests to do so. Any changes to the RFP requirements will be made by written addendum posted on the City's website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.
6. **City's Right to Suspend or Cancel the RFP:** The City reserves the right, in its sole discretion, to suspend or cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.
7. **City's Right to Reject Any Proposal:** The City reserves the right, in its sole discretion, to reject any proposal responding to this RFP that the City determines does not satisfy the conditions set forth in this RFP, or contains false, misleading, or materially incomplete information. The City reserves the right, in its sole discretion, to reject all applicants and

not to award to any applicant should the City deem that it is in its best interests to do so.

8. **City's Right to Extend RFP Deadlines:** The City reserves the right, in its sole discretion, to extend any of the deadlines listed in this RFP by written addenda should the City deem that it is in its best interests to do so.
9. **Cost of Proposals:** All costs incurred during proposal preparation or in any way associated with an applicant's preparations, submission, presentation or oral interview (if any) shall be the sole responsibility of Applicant.
10. **Liability for RFP Errors:** Applicants are solely responsible for all errors and omissions contained in their responses to the RFP.
11. **Proposals Property of City:** Upon receipt, each proposal responding to this RFP that an applicant submits to the City becomes the sole property of the City and will not be returned to the applicant.
12. **Oral and Written Explanations:** The City shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all applicants to this RFP.
13. **Public Record:** All proposals submitted to the City are subject to the California Public Records Act.

IX. QUESTIONS

The RFP is available electronically as a download at <https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>. Proposers are solely responsible for determining if any addenda have been issued. Addenda will be published on this same website.

Please direct any Project questions to Erin Smith, esmith@alamedaca.gov. Questions must be submitted by email and received by April 21, 2025 at 5:00 p.m.

City of Alameda Public Works Department Strategic Plan 2020 – 2025



March 2019

CITY OF Alameda

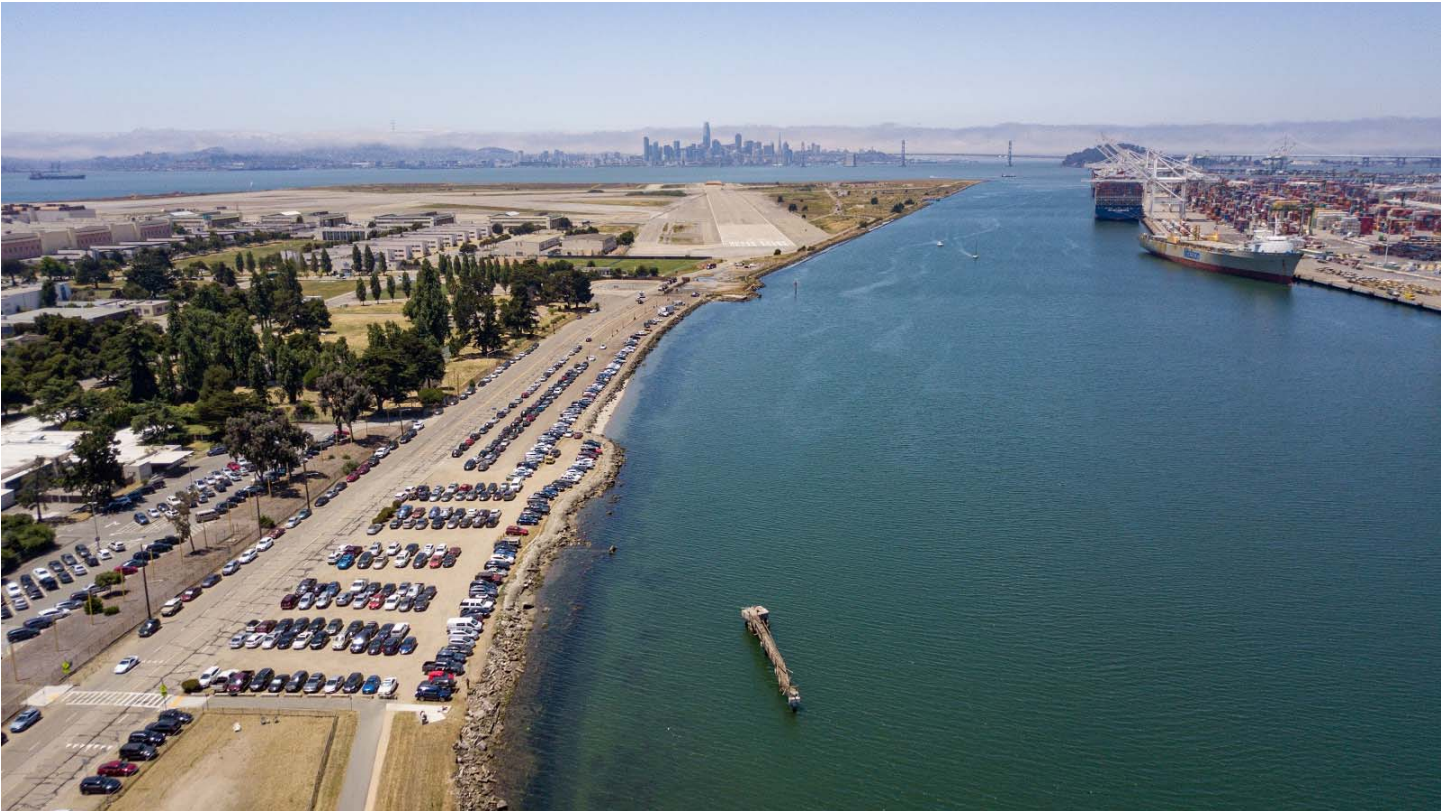


Prepared for the City of Alameda Public Works Department by Management Partners



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Message from the Director



Alameda is an amazing place. It retains a small-town feel even though it's 79,000+ strong with bountiful opportunities to work, recreate, and be with family and friends. That small-town feel exists within Public Works, too. Our staff are close knit, many are Alamedans themselves, and most have served Alameda for more than a decade. Some are even close to their fourth decade of service!

Public Works, and this strategic plan, serve Alamedans. We do so in many ways, even if much of that service is out of view. We maintain 140 miles of sewer lines and 125 miles of storm drains that few see (or even think about) until something goes terribly wrong. We also maintain what's in view: 125 miles of streets, 260 miles of sidewalk, 21,000 street trees, and 30,000+ tons of garbage, recycling, and compost.

Lots of day-to-day responses occupy Public Works, too. To help keep our streets and sidewalks safe and clean, we handle thousands of requests to abate illegal dumping and graffiti on our streets and sidewalks. We make thousands of sidewalk repairs, repave 5+ miles of street per year, and replace 3+ miles of sewer main per year.

Yes, it's a lot of work, and there's always more to do. But this strategic plan aims to do better. Not because we're failing, but because our departmental vision, by a substantial consensus of our staff—is to be a continuously evolving organization striving to be the best. We strive for the best because Alamedans deserve it and because it gives us pride in thinking we can deliver that level of service.

Sincerely,
Liam Garland
Director, Public Works

Executive Summary



Department Overview

The City of Alameda Department of Public Works, with its 74 full-time-equivalent employees across its Maintenance, Engineering, Capital Improvement Program, and Administration Divisions, serves as a steward of the public infrastructure for the 79,188 residents of the island city of Alameda.

Strategic Planning Process Overview

In order to inform the creation of a new strategic plan for the Alameda Department of Public Works, Management Partners conducted staff interviews and team meetings; administered an employee survey; identified factors affecting the department and reviewed prior performance in an environmental scan; and facilitated strategic planning workshops. This strategic plan is the result of that process. It outlines the Mission, Vision, and Values of the Alameda Public Works Department; as well as strategic focus areas, long-term goals, and implementation strategies.

Mission, Vision, and Values

Mission, Vision, and Values are critical components of a strategic plan and articulate why an organization exists; what it aspires to be in the future; and how the organization executes its purpose and aspirations.

Mission. The Public Works Department delivers reliable, high-quality infrastructure and services that support the environment and quality of life in the City of Alameda.

Vision. Alameda is a continuously-evolving organization striving to be the best Public Works Department.

Values. Safety, Service, Teamwork, and Integrity.

Major Focus Areas

The department has identified four major Focus Areas: Resilient Workforce, Sustainable Funding, Reliable Infrastructure, and Effective Service Delivery. The strategic planning process resulted in eight goals aligned with those focus areas and a series of implementation strategies for achieving those goals.

Department Overview



The City of Alameda Public Works Department functions as a steward of the city's public infrastructure, including assessment districts; integrated waste, streets; sewers; storm drains; sidewalks; street trees; traffic striping, signals, and systems; urban forest; and public facilities and fleet.

The department is home to 74 full-time equivalent employees across four divisions: Maintenance, responsible for day-to-day operations, maintenance, and repair of city assets; Engineering, which designs and oversees the construction of significant replacements or upgrades; the Capital Improvement Program, which carries out major, long-term maintenance and improvements on infrastructure; and Administration, which provides management, analytical, budgetary, and administrative support for the department.

The Public Works Department serves the 79,188 residents of the only island city in the Bay Area. Alameda encompasses 10.44 square miles of land and 12.66 square miles of water, with approximately 25 miles of shoreline.

In addition to maintaining the network of over a thousand feet of seawall and two square miles of lagoons along the City's shoreline, the Public Works Department is also responsible for, among other assets, over 140 miles of sewer lines, over 125 miles of storm drains, 125 miles of streets, 260 miles of sidewalk, 41 city buildings, and over 21,000 trees.

For fiscal year 2018 to 2019, the department has a total annual budget of \$36.7 million, approximately 14% of the City's overall budget. The Public Works department is the city's second-largest, after Alameda Municipal Power. Nearly 40%, or \$14.7 million, of the department's budget for the current fiscal year is earmarked for Capital Improvement Projects (CIP).

Strategic Planning Approach



*The process of developing this strategic plan involved **interviews** with department leadership, a **survey** of all employees, and an **environmental scan**.*

This Strategic Plan presents the mission, vision, and organizational values that will be used to guide future decision making for the City of Alameda Public Works Department. It also contains a set of goals and strategies to be implemented during the next five years to fulfill the mission of the department and work towards achieving its vision. This plan is a living document that the department will regularly review and revise.

Strategic Planning Process

The Public Works Department initiated this strategic planning process to update and build upon previously-developed plans and reflect the department's evolution and focus on the future. Through the strategic planning process, several opportunities for improvement were identified to better serve the community and to strengthen department effectiveness.

A wide range of stakeholders were invited to participate in the development of this strategic plan. The process involved interviews with internal stakeholders, a staff survey, and a highly interactive workshop with department leadership. An environmental scan was prepared to inform the strategic planning process. It included data on demographic trends, service demand drivers, resource availability, department performance, and community priorities.

Employee and Stakeholder Interviews

Management Partners began the strategic planning process by conducting individual interviews with all managers and a team meeting with maintenance supervisors to obtain staff input on the strengths and weaknesses of the Department, as well as the opportunities and threats it is likely to face in the future.

Employee Survey

All employees in the Public Works Department were given an opportunity to respond to an online survey designed to solicit information about strengths, weaknesses, opportunities, threats, as well as organizational culture.

7 interviews were conducted with department leadership, including representatives from all divisions.

62 of the department's 67 full-time employees participated in the survey

32% of survey respondents have over 15 years of service

48% of Public Works employees will be eligible for retirement within the next five years

Major Stakeholder Engagement Themes

Overall, respondents to both the interviews and surveys were enthusiastic about the Alameda Department of Public Works as a good place to work, with cohesive teams, supportive managers and good internal communication. However, engagement efforts identified opportunities for improvement, especially in the areas of recruitment, retention and talent management. The City's aging infrastructure, staff workloads, and the department's ability to communicate its successes to the community also emerged as areas of opportunity.

Environmental Scan

The Environmental Scan was used to identify internal and external factors to be considered during the development of this strategic plan. Considering these factors throughout the decision-making process gave the strategic plan a realistic context and ultimately provided increased opportunity for making positive changes in the organization and the community.

The Environmental Scan included an analysis of the following factors influencing the department's strategies and future:

- Location and Geography
- Demographics
- Employment and Housing
- Alameda Point and other Major Development Plans
- Public Infrastructure Assets
- Investments and Initiatives
- Performance and Challenges

Highlights from the Environmental Scan are presented in the sidebar. A more complete summary of the internal and external factors that may influence the Department of Public Works can be reviewed in Attachment A.

Workshops

Two strategic planning sessions with Public Works managers and supervisors were facilitated by Management Partners as part of the process. The first, session on November 26th, 2018, presented the results of the Environmental Scan, staff interviews, and employee survey. A second workshop, held on December 4th, 2018, helped department leadership articulate a Mission, a Vision, and Values for the Public Works Department; as well as formulate the focus areas, goals, and strategies in this strategic plan document. Staff complemented these workshops with follow up all-staff meeting, management team meeting, and operations team meeting focused on the plan's development.

90% of respondents agreed or strongly agreed with the statement "I am proud to be an employee of the Alameda Public Works Department."

3 of 4 staff believe the department is headed in the right direction

3,600 new homes planned across five major approved projects

\$590 to \$615 Million

in total infrastructure needs for Alameda Point

4,300 acres within Alameda are vulnerable to a 100-year flood

Mission



The mission describes the purpose of the Department.

The Public Works Department delivers reliable, high-quality infrastructure and services that support the environment and quality of life in the City of Alameda.



Vision



A vision is a statement of the desired future for the Department.

Alameda is a continuously-evolving organization striving to be the best Public Works Department



Values



*Organizational **values** provide the basis for how an organization and its members will **work to achieve the vision and mission**. They describe what we stand for.*

Safety

Our commitment is to ensuring a healthy, secure environment for city employees and the public – today and tomorrow.

Service

We exist to serve the public and one another. We commit to providing timely, transparent services that are focused on solutions.

Teamwork

Working together is fundamental to our success and occurs when we set aside differences to combine individual skills in pursuit of a common goal.

Integrity

We speak up and do the right thing, not just when it's easy, but when it's hard. We are honest and ethical in all interactions.

Major Focus Areas



The department's goals and strategies are organized into four key focus areas. Each focus area encompasses one or more long-term goals. We've also developed a set of strategies which will enable us to make progress toward accomplishing each individual goal. The goals will extend beyond five years. The strategies are our focus for this five-year Strategic Plan.

Focus Areas



Focus Area 1. Resilient Workforce

Goal 1A. Cultivate a resilient, forward-thinking workforce.



Strategies for Goal 1A

1. Develop department succession plan.
2. Implement recruitment, retention and onboarding best practices.
3. Recognize and celebrate staff safety and work accomplishments.
4. Retain staff through effective development and growth (e.g., growth plans, acting assignments, rotational/cross training programs).
5. Evaluate and review current job duties and alignment.

Focus Area 1: Resilient Workforce

Goal 1B. Implement tools and resources necessary to strengthen staff effectiveness and response.



Strategies for Goal 1B

1. Document and make available Standard Operating Procedures (SOPs).
2. Encourage specific training and certifications applicable to department's job classifications.
3. Develop an internal communication plan to ensure staff are knowledgeable and informed.
4. Update technology, workspace, and tools to fit unique staff needs.

Focus Area 2. Sustainable Funding

Goal 2A. Identify and pursue additional funding.



Strategies for Goal 2A

1. Pursue opportunities (e.g., revenue measures) to better match infrastructure needs with available resources.
2. Conduct a regular fee study to right-size fees to reflect operational needs/cost of service.
3. Proactively manage revenue from restricted funding sources (special districts and internal service funds).
4. Leverage third-party funding opportunities (e.g. grants, “adopt-a-storm-drain”).
5. Address deferred maintenance with both new revenue and use of existing, left over year-end funds.

Focus Area 2: Sustainable funding

Goal 2B. Utilize fiscal best practices to ensure sustainable operations.



Strategies for Goal 2B

1. Maximize training and use of new tools such as an Intranet and Enterprise Resource Planning software.
2. Review and revise Standard Operating Procedures (SOPs) to focus on full cost recovery practices.
3. Utilize new tools and programs to reduce the cost of organizational operations.
4. Implement new technologies with lower maintenance costs and adjust Internal Service Fund charges to reflect this change (e.g. electric vs. gas-powered vehicle fleets).
5. Comply with Government Finance Officers Association and general accounting procedures and principles.

Focus Area 3. Reliable Infrastructure

Goal 3A. Address the infrastructure needs of today and tomorrow.



Strategies for Goal 3A

1. Identify 10-Year Capital Plans for all asset groups, deferred maintenance in those assets, and potential funding plans.
2. Support implementation of adopted plans, e.g., Climate, Zero Waste, Transportation Choices, etc.
3. Apply proper asset and project management principles, including condition-based Capital Improvement Program (CIP) to minimize failures and adequate CIP funding.
4. Improve preventative maintenance program.
5. Develop Emergency Response Plans for critical assets.

Focus Area 4. Effective Service Delivery

Goal 4A. Become a data-driven organization.



Strategies for Goal 4A

1. Strengthen data collection with a special focus on data that matters.
2. Develop performance measures that allow for comparison to other jurisdictions.
3. Evaluate prevailing trends, standard methods, and common obstacles in data-driven Public Works organizations.
4. Set realistic targets based on existing performance measures/data.
5. Measure and report results.

Focus Area 4: Effective Service Delivery

Goal 4B. Optimize service to our customers.



Strategies for Goal 4B

1. Align organizational structure and capacity to fit service demands.
2. Improved use of technology, including effective training and policy.
3. Strengthen relationships with external partners and stakeholders.
4. Advance customer service culture.

Conclusion



The City of Alameda Public Works Department is committed to achieving our vision, mission, values, goals and strategies. To that end, an Implementation Action Plan detailing concrete steps, responsibilities, and timelines accompanies this Strategic Plan as a separate document.

We will continue to collaborate across our divisions, with other City of Alameda departments, with our entire community, and, finally, our talented staff, in achieving the goals we have established as part of our strategic planning process.

Thank you to all who contributed to this important road map for the future.

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: Strategic Planning Services for the City of Alameda Public Works Department. 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.
- 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 Strategic Planning Services for the City of Alameda Public Works Department 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.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

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

c. 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 (5). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

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

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

Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

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

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

or

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

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

(4) Professional Liability:

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

\$2,000,000 each claim

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

(5) Cyber Liability:

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

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

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED(S):

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
Public Works Department
950 W. Mall Square, #110
Alameda, CA 94501
ATTENTION: Erin Smith, Public Works Director
Ph: (510) 747-7900

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 W. Mall Square, #110
Alameda, CA 94501
ATTENTION: Jeanette Navarro, Executive Assistant
Ph: (510) 510-747-7932

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

CITY OF ALAMEDA
a municipal corporation

NAME
TITLE

Jennifer Ott
City Manager

NAME
TITLE

RECOMMENDED FOR APPROVAL

Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

Len Aslanian
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)

SCHEDULE
SAMPLE
Name of Person or Organization:
City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501-7558

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

REF: _____

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

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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.