



REQUEST FOR PROPOSALS

GRAND MARINA WHARF MAINTENANCE

For
CITY OF ALAMEDA

August 21, 2025

Due Date:
Tuesday, September 2, 2025
at 2:00pm

CITY OF ALAMEDA
Base Reuse and Economic Development Department
950 West Mall Square, Suite 205
Alameda, CA 94501
Attn: Walker Toma, Community Development Manager

I. Introduction

The City of Alameda ("City") is seeking a contractor to perform maintenance work on the wharf at Grand Marina located at 2021 Alaska Packer Place in Alameda, California, under the direction of the Base Reuse and Economic Development Department.

It is necessary for Proposers to read carefully 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 the Proposer is agreeing to by providing a successful Proposal. Any Proposer that wishes to be considered for this work must submit a complete proposal containing all the information requested in this RFP, attend a **required** pre-proposal meeting and site walk, and participate in an interview, if invited.

The term "Proposer" means individuals, teams, firms, consultant(s), subconsultants or any combination thereof, who timely submit a Proposal for consideration in response to this RFP. The term "Proposal" means all documents, maps, photographs, and any other written materials plus any information communicated orally during the interview or during the negotiation process from the Proposer to the City in support of the Proposer's candidacy for selection.

II. Background

Grand Marina is located at 2099 Grand Street on the northern waterfront of Alameda within Fortman Basin. The wharf, which is located on two sides of the Alaska Packer Building, is depicted in **Exhibit A** ("Wharf"). City staff are seeking a qualified contractor to complete maintenance work on the wharf to temporarily allow for safe pedestrian and bicycle access of an 8' wide walkway across the wharf. The temporary work will require the repair of thirteen (13) deteriorated piles. Maintenance work shall be completed in line with design drawings and engineering calculations stamped by professional engineers with SIMPSON GUMPERTZ & HEGER INC. (SGH).

Proposers should note that an engineering assessment of the wharf is currently being conducted by SGH. Preliminary findings from the forthcoming assessment indicate that the wharf is in serious condition, bordering on critical condition. Based on those preliminary findings, the City determined it necessary to close access to the wharf beginning in July 2025 and perform maintenance work on the wharf.

Proposers should also note that the operator of Grand Marina completed maintenance work on some piles of the wharf in 2021. However, the scope of this work was not developed by SGH or another engineering firm.

III. **RFP Schedule***

RFP Issued	Thursday, August 21
Pre-Proposal Meeting and Site Walk (mandatory)*	Monday, August 25 at 10:00 AM
Deadline for RFP Questions	Tuesday, August 26 at 5:00 PM
RFP Q&A Posted	Thursday, August 28
Proposals Due	Tuesday, September 2 at 2:00 PM
Selection of Firm by City Council*	Tuesday, September 16
Assignment Start Date*	October 1, 2025
*Dates subject to change	

IV. **Submittal Instructions**

One (1) complete, bound, double-sided copy of the proposal plus one (1) digital copy on a thumb drive must be provided in a sealed envelope and received prior to **2:00 P.M., PT on Tuesday, September 2, 2025**, addressed as follows:

City of Alameda
950 West Mall Square, Suite 205
Alameda CA 94501
Attn: Walker Toma, Community Development Manager
Base Reuse and Economic Development Department
City of Alameda

Late proposals will not be accepted.

V. **Pre-Proposal Meeting and Questions**

Please email any questions regarding the RFP with the subject line of the email stating "QUESTIONS RE: GRAND MARINA WHARF MAINTENANCE" to Walker Toma, Community Development Manager at wtoma@alamedaca.gov by 2:00 PM PT on Tuesday, August 26, 2025. Answers will be posted on the City's RFP page: www.alamedaca.gov/2025GrandMarinaWharfMaintenance

The Project Manager for this Project is:
Walker Toma
Community Development Manager
Base Reuse and Economic Development
wtoma@alamedaca.gov

The City will host a **mandatory** Pre-Proposal meeting and site tour on Monday, August 25 beginning at 10:00 AM at 2021 Alaska Packer Place, Alameda, CA 94501 (further identified in **Exhibit A**). Any questions resulting from the site tour shall be submitted via email as instructed above; responses will be provided in the City's final posted Question and Answer document.

Pre-proposal questions will be accepted from the RFP issue date until the questions deadline listed above (as amended by written addendum, if any).

Proposer must identify and submit questions in writing for clarification of any ambiguities or inconsistencies contained in this RFP or its exhibits prior to the question deadline. Proposers

will be barred from protesting such ambiguities and/or inconsistencies if they failed to timely submit a question. However, a Proposer shall not be required to submit a question regarding any ambiguities or inconsistencies that have already been the subject of a timely submitted question from another potential Proposer.

The City shall not be bound by oral explanations or instructions given at any time during the RFP process or after contract award. Written responses to substantive question(s) asked by one Proposer will be provided to all registered Proposers.

VI. Scope of Work

Scope of work: This RFP is made by The City of Alameda for proposals from qualified contractors (collectively "Proposers" and individually "Proposer") to perform maintenance work on the wharf at Grand Marina as described herein. The project includes the repair of thirteen (13) deteriorated piles to allow for pedestrian safe access to an 8' wide walkway across the wharf.

The maintenance will be completed based on design drawings and engineering calculations stamped by a professional engineer with SGH. SGH will also provide as-needed permit assistance to the City of Alameda and the selected provider for implementing the maintenance scope of work and completing the required permitting and inspection process. **The estimated cost of the maintenance work is \$120,000.**

This RFP specifies the information that the Proposers must provide in their proposal submission in order to be considered by the City. A recommendation for contract award will be presented by City staff to City Council and based upon the Proposer's demonstrated understanding of the scope of work and competitive fee. City reserves the right to accept any or reject all proposals at any time.

The City is seeking individuals, teams, firms or a combination thereof, to work under the direction of City to provide the Scope of Work attached as **Exhibit B**.

VII. Proposal. Content. Format & Instructions

The City is requesting that submitted proposals contain the following information in the ensuing order with each section clearly labeled. Nonconforming Proposals may be rejected as nonresponsive:

1. Proposer's Background and Credentials (15 points): The proposal shall provide a summary of the Proposer's background, experience, and capabilities relevant to the scope of work. Proposers must hold the appropriate, active contractor's license issued by the State of California and be in good standing with the Contractors State License Board. In addition, Proposers must demonstrate compliance with all other applicable federal, state, county, and City of Alameda licensing, certification, and permitting requirements necessary to perform maintenance and repair work on wharf and marina facilities.
2. Prior Experience (25 points): The Proposal shall include at least two (2) narrative summaries of similar prior projects completed by Proposer. The narratives shall include a reference including complete contact information that can be contacted by the City.
3. Approach (15 points): The Proposal shall include a detailed approach to achieving the tasks indicated, including reference to any standards or protocols applied. The approach shall include the team composition, proposed schedule, and description of

methods to achieve the work.

4. Timeframe for Inspection(s) and Reporting (10 points): The Proposal shall include a tentative Project Schedule with the estimated timeframe from Contract Award and Notice to Proceed to complete the maintenance work and related inspections.
5. Fees and Expenses (10 points): The proposal shall include a full description of all fees proposed by the Proposer to be charged for performing all the services. The proposed fee shall be a Guaranteed Maximum Price (GMP), which shall represent the maximum amount payable to the Provider for all indirect and direct costs including but not limited to, overhead, general conditions and general requirements, insurance and bonds, permits, proposed contingency, reimbursable expenses (which require advance City approval, any escalation, any exclusions to your Guaranteed Maximum Price (GMP), profit and proposed payment terms associated with performing all the services.
6. Service Agreement Acceptance (25 points): Proposer is required to submit written confirmation of the ability to meet the City's standard contract requirements. If terms of the Service Provider Agreement cannot be accepted, the proposal shall provide any proposed modifications to the Service Provider Agreement template, which is included as **Exhibit C**. Proposer should include a redline of proposed changes to the Service Agreement, as well as an explanation of the need for any requested changes.

The City will consider changes submitted as part of the proposal, but no additional changes will be considered from the proposer after the submittal deadline. Therefore, please be sure any proposed changes are included with the initial submittal. Please note that all proposed changes are subject to consideration by the owner and may not be accepted. Please note that proposals will be scored lower if proposer cannot accept the City's standard Service Provider Agreement language.

VIII. Selection Process

Based upon the submitted written responses to this RFP, City's selection team will review and rank the proposals according to the above scoring criteria.

IX. Additional Terms and 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.
8. City's Right to Reject All Proposals: 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.
9. 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.
10. 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.
11. Liability for RFP Errors: Applicants are solely responsible for all errors and omissions contained in their responses to the RFP.
12. 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.
13. 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.

Exhibits

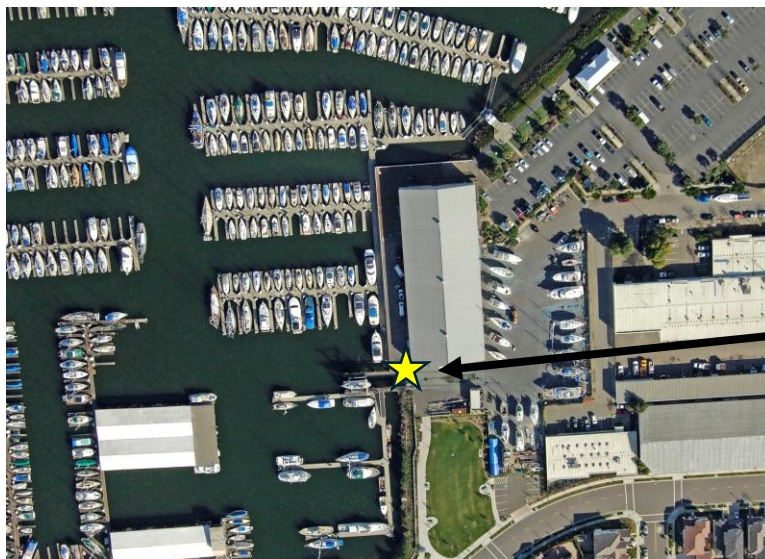
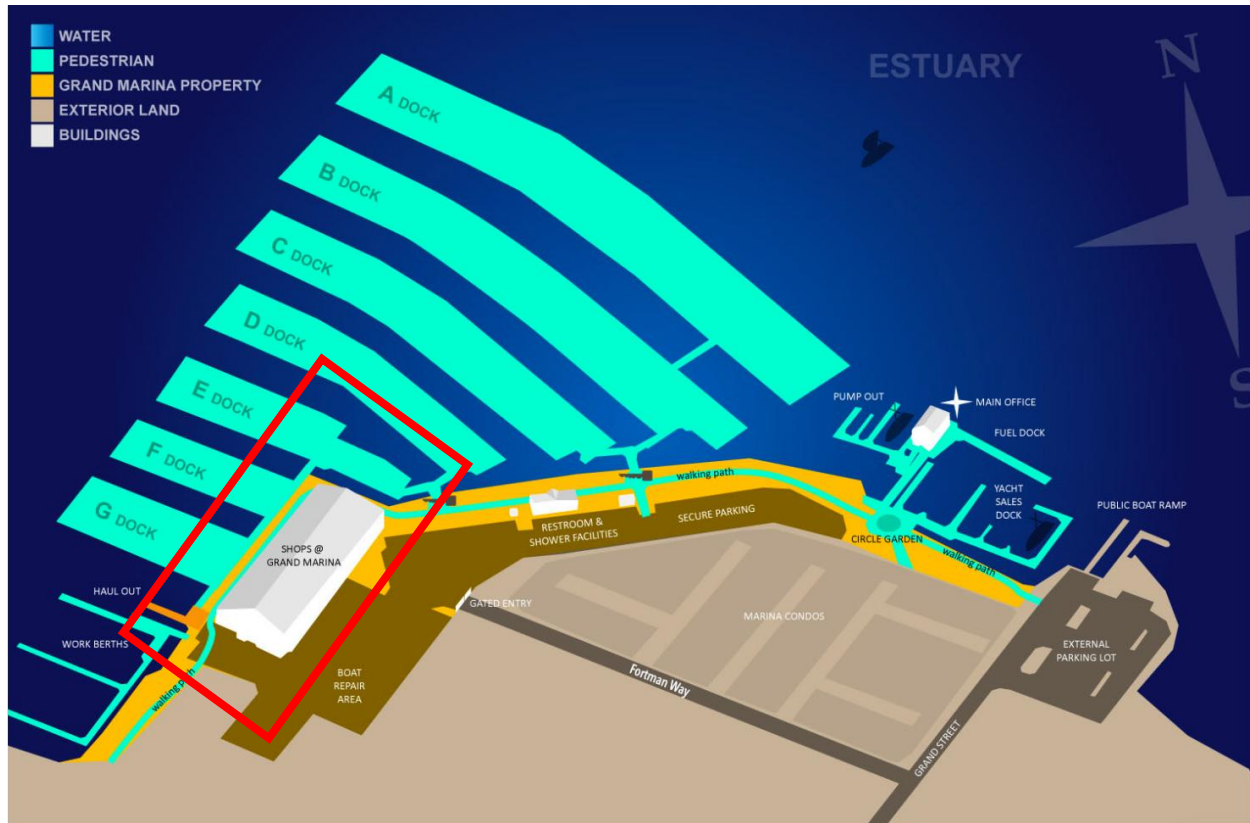
Exhibit A: Wharf at Grand Marina

Exhibit B: Scope of Work

Exhibit A: Service Provider Agreement

Exhibit A – Grand Marina Wharf

Exhibit A – Grand Marina Wharf



Site Walk meeting point (2021
Alaska Packer Place, Alameda
CA 94051

Exhibit B – Scope of Work (SGH Drawings)

CITY OF ALAMEDA

GRAND MARINA

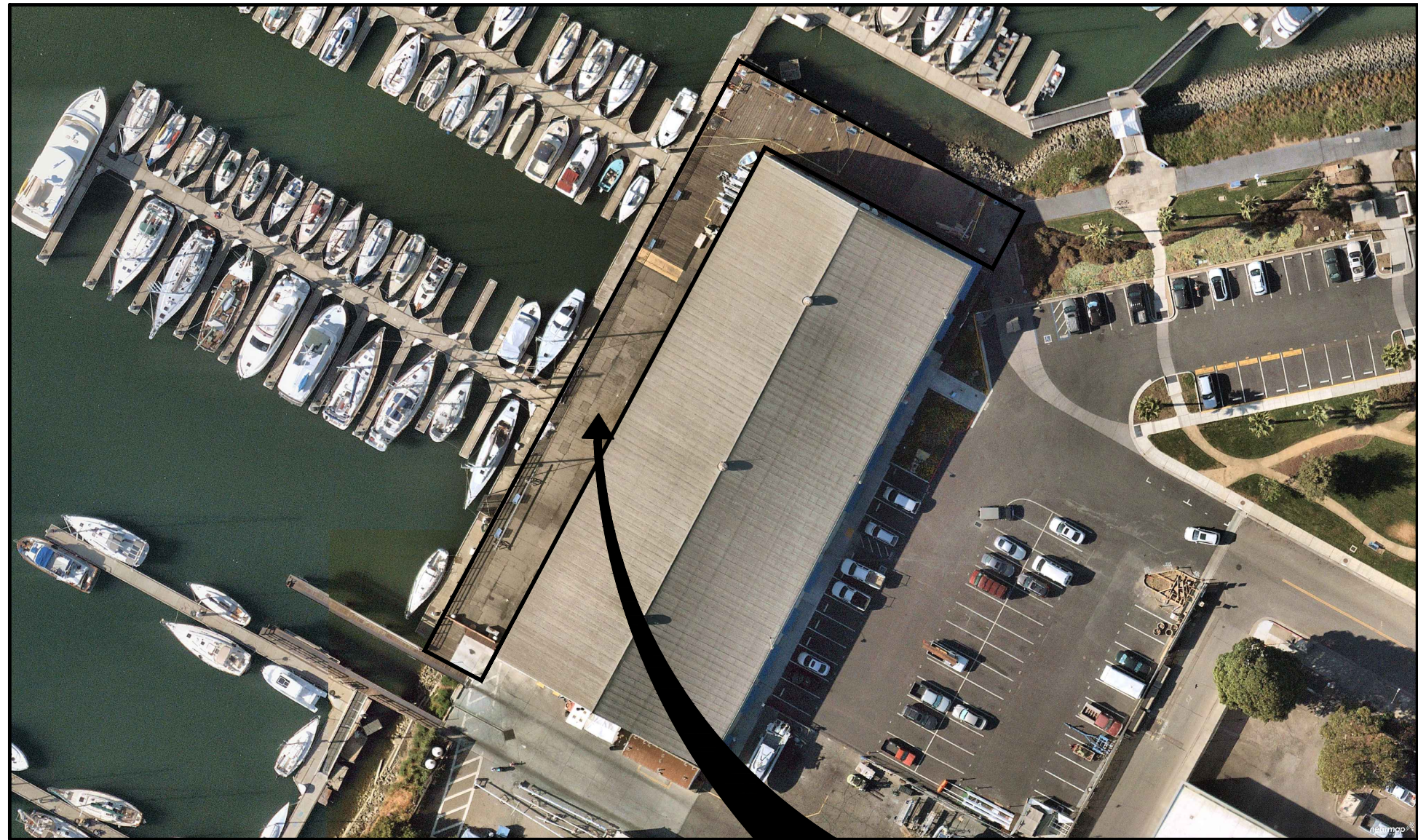
GRAND MARINA WHARF MAINTENANCE

ALAMEDA, CALIFORNIA



GRAND MARINA
ALAMEDA, CA

Vicinity Map



PROJECT
LOCATION

Site Plan

Drawing Index

DRAWING NO.	SHEET TITLE
G01	TITLE SHEET
G02	GENERAL NOTES
G03	GENERAL NOTES
S01	PILE MAINTENANCE
S02	TEMPORARY WALKWAY



SIMPSON GUMPERTZ & HEGER
1999 Harrison Street, Suite 2400
Oakland, CA 94612
415.495.3700
sgh.com

Consultant

No.	Date	Description	By

ALAMEDA GRAND
MARINA
WHARF
MAINTENANCE
ALAMEDA, CA

Project

TITLE SHEET

Drawing Title

Project No. 257116.00	Checked JJP	Date 08/05/2025
Drawn BLP	Approved SXY	Scale NONE



G01

ISSUED FOR BID

GENERAL

- General notes and typical details apply to all structural features, unless otherwise indicated.
- If certain features are not fully shown or called out on the drawings or in the notes, their construction shall be of the same character as for similar conditions.
- The project specifications are in the form of the notes and are a part of the contract documents.
- Specifications, codes and standards noted in the contract documents shall be of the latest edition, unless otherwise noted.
- Dimensions shall not be scaled off of the drawings.
- All work shall conform to minimum standards of the 2022 California Building Code, of any codes listed in the drawings or specifications and of any regulating agencies which have authority over any portion of the work, including the California Health and Safety Code.
- Prior to submitting shop drawings and product data, the Contractor shall verify that the submittals meet the requirements of the drawings and specifications. The Contractor shall specifically note any exceptions to these requirements with the submittal.
- The Contractor shall maintain a continuous fire watch, with extinguishing equipment immediately available during welding, cutting or burning near combustible materials.
- Openings, pockets, etc. shall not be placed in structural members unless specifically detailed on the structural drawings. Notify the Structural Engineer in advance when work requires openings, pockets, etc. in structural members not shown on the structural drawings.
- The Contractor shall be responsible for coordinating the work of all trades and shall check all dimensions and holes and openings required in structural members. All discrepancies shall be called to the attention of the Engineer and shall be resolved before proceeding with the work.
- Construction materials shall be spread out in the storage and staging areas. Load shall not exceed the design live load per square foot. Provide adequate shoring where overload is anticipated.

EXISTING CONDITION

- Work shown is new unless noted as existing: (E).
- Existing construction shown on these drawings was obtained from site investigation and can be used for bidding purposes. The contractor shall verify all existing job conditions, review all drawings and verify dimensions prior to construction. The Contractor shall notify the Engineer of all discrepancies and exceptions before proceeding with the work.
- The removal, cutting, drilling, etc. of existing work shall be performed with care in order not to jeopardize the structural integrity of the structures. If structural members or mechanical, electrical or architectural features not indicated for removal interferes with the new work, notify the Engineer immediately and obtain approval before removal of members.
- The Contractor shall safely shore existing construction wherever existing supports are removed for the new work.
- The Contractor shall perform the work with minimal inconvenience to the Owner and without interruption of day-to-day work operations. The Contractor shall ensure safe travel of persons around areas of construction and shall coordinate all operations with the Owner or the Owner's agent.
- The Contractor shall promptly repair any damage caused during operations, using materials and workmanship similar to that which was damaged.
- The Contractor shall inspect all areas where connections are made to existing timber elements for wood rot or other deterioration prior to performing the required work. Notify the Engineer immediately and obtain approval before proceeding.
- All removed items, materials and debris, unless otherwise noted, shall be removed promptly from the site and disposed of in a legal manner.
- The bathymetry shown on the plans are based upon past surveys. Information shown on those plans may not accurately represent the current condition and are for the Contractor's use in preparing bid price only. The contractor shall perform a bathymetric survey of the current condition as needed prior to construction.

NDPES / WATER POLLUTION PREVENTION

- No equipment or vehicles shall be stored, maintained or washed in any area near the wharf structures in order to reduce the potential for any spills or debris entering the Bay water.
- All fuel, waste, oils, and solvents shall be stored away from the construction site. Any spills shall be contained and properly disposed.
- All vehicles and equipment shall be properly maintained to reduce the potential for spills of petroleum-based products. Containment booms and sorbent materials shall be available during the activity and shall be deployed immediately in the event of a spill to limit its spread.
- If any materials or wastes are released to the Bay, Project Supervisors shall immediately halt all work and utilize all available resources to assure containment and removal.
- Best Management Practices (BMPs) shall be consistently employed to help prevent pollutants from entering the Bay waters. Employees, Subcontractors, and Vendors must be informed, educated and trained to understand the applicable practices and procedures for the various construction activities being done.
- The construction site shall be maintained by the contractor in such a condition that any storms do not carry wastes or pollutants off the site. Upon completion of the project, all equipment will be safely demobilized from the area. At that time, all debris will be unloaded and trucked away for proper disposal.
- At the end of each day of construction activity all construction debris and waste materials shall be collected and properly disposed of by the Contractor in the appropriate trash or recycle bins.

NEW CONSTRUCTION

- The contract documents represent the finished structure. They do not indicate the method of construction. The Contractor shall provide all measures necessary to protect life and property during construction. Such measures shall include, but are not limited to, bracing and shoring for loads due to construction equipment and materials. Observation visits to the site by the structural engineer shall not include inspection of the above items.

DATUM AND ELEVATIONS

- Vertical Datum
 - All elevations shown in these drawings are relative to North American Vertical Datum of 1988 (NAVD88), unless otherwise noted.
 - The conversion from NAVD88 to the City of Alameda Datum (COA) is -5.87 feet.

STRUCTURAL STEEL & MISC. METALS

- Fabrication and erection of structural steel shall be in accordance with the "Code of Standard Practice for Steel Buildings and Bridges" AISC 303.
- Materials:
 - W shapes: ASTM A992 (fy=50 ksi)
 - Structural steel channels: ASTM A992 (fy=50 ksi)
 - All other shapes & plates: ASTM A572 grade 50 U.O.N.
 - Welded and Threaded Stud Connectors: ASTM A108, grade C1010 - C1020
- Bolts, unless otherwise noted on drawings:
 - High-strength bolts: ASTM A490-N
 - Machine bolts: ASTM A307
- Joint type for bolted connections shall be snug-tightened (ST), unless otherwise noted as pretensioned (PT) or slip-critical (SC).
- Bolt holes in steel shall be 1/16 inch larger diameter than nominal size of bolt used, unless otherwise noted.
- For bolted connections, provide 1-1/2 inch edge and end distance, unless otherwise noted
- All structural steel, miscellaneous metal and connectors exposed to weather shall be hot-dip galvanized in accordance with ASTM A123 after fabrication. Apply zinc-rich paint complying with SSPC-Paint 20 to repair damaged or cut surfaces, field welds, and field-drilled holes in galvanized steel. Application shall comply with ASTM A780, including Annex A2.
- All holes in steel members to facilitate galvanizing, including all vent holes and drain holes, shall be shown on shop drawings. Holes shall not be cut prior to approval of shop drawings.
- No penetrations through structural steel sheet piles, columns, beams or girders are allowed except as indicated on the structural drawings or as approved by the structural engineer.
- Furnish shop and erection drawings of all structural steel for the Engineer's review before fabrication.

CARPENTRY

- Framing Lumber: All lumber shall meet the following minimum standards except where otherwise noted. All lumber shall be graded and stamped in accordance with the West Coast Lumber Inspection Bureau (WCLIB).

Use	Species	Grade	Remarks
Framing	DF	No. 2	
- All wood members shall be treated to meet the requirements of AWPA U1 use category UC5B. Contractor to ensure the sawn ends of all lumber that are subject to deterioration shall also be treated to meet use category UC5B.
- Nails: All nails shall be common wire nails, unless otherwise noted.
- Typical Nailing: Per CBC Table 2304.10.1, unless otherwise noted.
- Bolts:
Bolts in wood framing shall be standard machine bolts unless otherwise noted. Bolt holes in woods shall be 1/32" larger than bolt diameter. Bolt heads and nuts shall bear on standard malleable iron (M.I.) washers or steel hardware. Carriage bolts require M.I. washers under the nuts only. All nuts shall be re-tightened at completion of job or just prior to finished construction.
- Lag Screws:
Lead holes shall be pre-bored as follows. The lead hole for the shank shall have the same diameter as the shank and the same depth as the length of unthreaded shank. The lead hole for the threaded portion shall have a diameter equal to 70 percent of the shank diameter and a length equal to at least the length of the threaded portion. Lag screws shall be screwed into place, not driven into place. Provide washers per note "6," above.
- Wood Screws:
Lead holes shall be pre-bored and shall have a diameter of 70% of the root diameter of the screw. Screws shall be screwed into place, not driven into place.
- Metal Connectors:
Metal connectors are referred to on the drawings by particular type as manufactured by Simpson Strong-Tie Company, Inc. of Hayward, California. Products of other manufacturers with equivalent load-carrying capacities may be used, provided that the products have current code approval. Contractor shall submit product catalog and a table indicating both the designated product and the substituted product along with their respective capacities for approval by the engineer. Install all fasteners called for by the product manufacturer unless otherwise noted on the drawings. Use manufacturer-supplied nails where thickness of timber precludes the use of common nails.
- All metal fasteners, anchors, joist hangers, nuts, washers and connectors in contact with pressure-treated wood, fire-retardant treated wood, or exposed to weather shall be hot-dipped galvanized or AISI type 316L stainless steel.
- Blocking and Bridging:
Solid blocking shall not be less than 2 inches in thickness and the full depth of the joist or stud. Joists shall be supported laterally at the ends and at each support by solid blocking except where the ends of joists are nailed to a header, band or rim joist or to an adjoining stud or when supported in a hanger.

CONTRACTOR RESPONSIBILITY

- Statement of Contractor Responsibility: Per section CBC 1704, each Contractor and Subcontractor responsible for the fabrication, construction, and installation of the main wind - or seismic-force resisting system, shall provide and submit a written statement of responsibility to the Building Official and Owner prior to commencement of work on the system or component. The Contractor's and Subcontractor's Statement of Responsibility shall contain the following:
- Acknowledgement of awareness of the special requirements contained in the Statement of Special Inspection.
 - Acknowledgement that control will be exercised to obtain conformance with the construction documents approved by the Building Official.
 - Procedures for exercising control within the Contractor's organization, the method, frequency or reporting and the distribution of the reports.
 - Identification and qualifications of the person(s) exercising such control and their position(s) in the Contractor's organization.

SUBMITTALS

The following submittals are required. Where submittals include shop drawings, each sheet of shop drawings submitted shall incorporate a pre-applied stamp to be used by the engineer to indicate the status of review and approval. The Engineer will furnish the required text and graphics of the stamp to the Contractor upon request. Submittals shall include those indicated on the following list as well as any other items indicated in the Specifications. This list is provided for convenience only and may not incorporate all requirements indicated in the project specifications.

CARPENTRY

- Provide technical data on wood preservative materials and application instructions.
- Manufacturer's certificates indicating the grade of the lumber supplied meet or exceed the specified requirements.

STRUCTURAL STEEL

- Shop Drawings and Erection Drawings:
 - Indicate profiles, sizes, spacing, locations of structural members, openings, attachments, and fasteners.
 - Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths and sizes. Distinguish between shop and field welds. Identify welds by WPS number.
 - Include details of cuts, connections, splices, camber, holes, stiffeners, doubler plates, and other pertinent data, such as surface preparation. Include setting drawings, templates, and directions for installation of embedded items to be installed by others.
 - Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify high-strength bolted slip-critical, direct-tension, or tensioned shear/bearing connections.
- Manufacturer's Mill Certificates: Certify that products meet or exceed specified requirements.
- Mill Test Reports: Indicate structural strength, destructive test analysis and non-destructive test analysis.
 - Structural steel including chemical and physical properties and Charpy V-notch test results, where specifically required.
 - Bolts, nuts, and washers including mechanical properties and chemical analysis.
 - Direct-tension indicators.
 - Tension-control, high-strength bolt-nut-washer assemblies.
 - Weld filler metals, including Charpy V-notch test results, where specifically required.
- Weld filler metal manufacturer's data sheets, indicating filler metal classification, characteristics, recommended ranges of heat inputs, permissible positions, strength and CVN toughness, if applicable.
- Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within the previous 12 months.
- Welding Procedure Specifications (WPS) per AWS D1.1-10 for each type of welded joint.
- Welding Procedure Qualification Record (PQR) for each weld procedure that is not prequalified by AWS D1.1-10.



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Consultant

No.	Date	Description	By

ALAMEDA GRAND
MARINA
WHARF
MAINTENANCE
ALAMEDA, CA

Project

GENERAL NOTES

Drawing Title

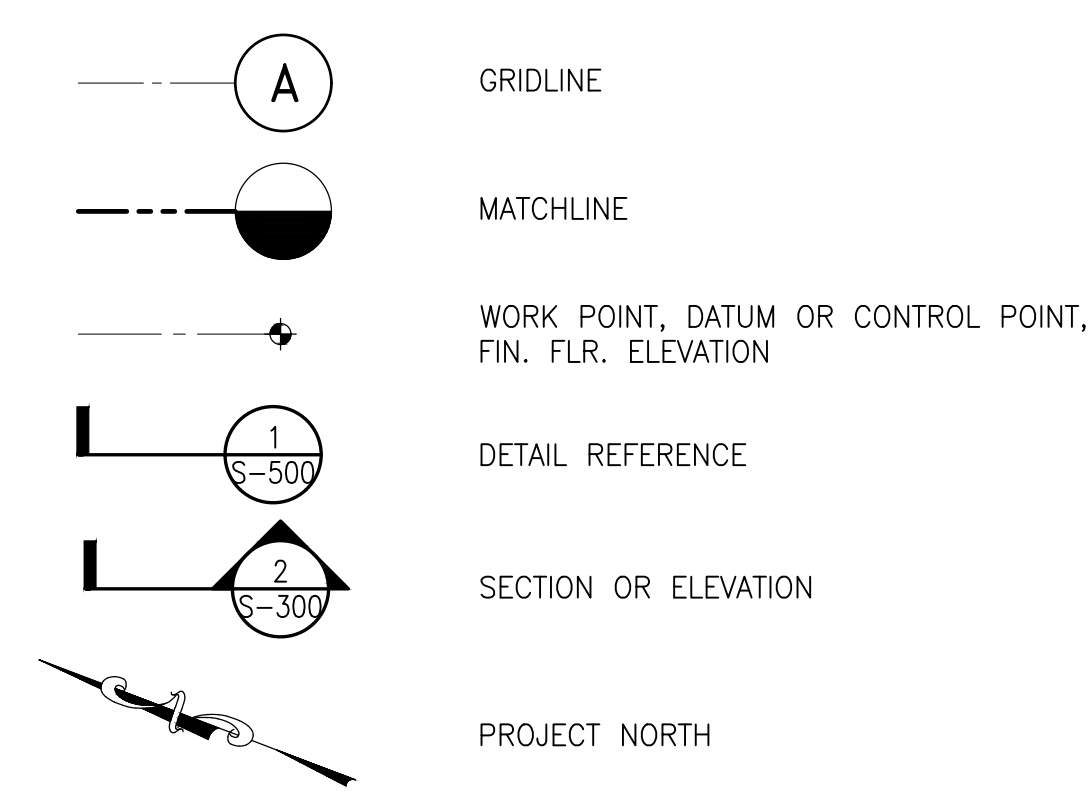
Project No. 257116.00	Checked JJP	Date 08/05/2025
Drawn JDG	Approved SXY	Scale AS NOTED
		Drawing No. G02

ISSUED FOR BID

ABBREVIATIONS

&	And	INT.	Interior
@	At	INV.	Inverted
A.B.	Anchor Bolt		
ACI	American Concrete Institute	JST.	Joist
ADD'L	Additional		
AESS	Architectural Exposed Structural Steel	K	Kips
		KSI	Kips per Square Inch
AISC	American Institute of Steel Construction	LBE	Load Bearing Element
ALT.	Alternate	LBS.	Pounds
AMTS	Automated Motorized Total Station	LL	Live Load
APPROX.	Approximate	LLH	Long Leg Horizontal
ARCH.	Architect	LLV	Long Leg Vertical
ASD	Allowable Strength Design	LONG.	Longitudinal
ASTM	American Society for Testing and Materials	LTWT.	Lightweight
		LVL	Laminated Veneer Lumber
AWPA	American Wood Preservers Assoc.		
AWS	American Welding Society	MAX.	Maximum
		M.B.	Machine Bolt
BLK'G	Blocking	MECH.	Mechanical
BM.	Beam	MFR.	Manufacturer
B.N.	Boundary Nail	M.I.	Malleable Iron
BOCA	Building Officials and Code Administrators International, Inc.	MIL.	0.001 Inch
		MIN.	Minimum
BOT.	Bottom	MISC.	Miscellaneous
BRG.	Bearing	ML	Mudline
B.S.	Both Sides		
BTWN.	Between	(N)	New
		NO.,#	Number
C	Camber	N.S.	Near Side
CBC	California Building Code	N.T.S.	Not to Scale
C.C.	Center to Center		
CDSM	Cement Deep Soil Mixing	O.C.	On Center
CCR	California Code of Regulations	O.D.	Outside Diameter
C.J.	Control Joint	O.H.	Opposite Hand
C.I.P.	Cast-in-place	NWT.	Opening
C.L., ☿	Center Line	OPP.	Opposite
CLG.	Ceiling		
CLR.	Clear	PART.	Partial
CMU	Concrete Masonry Unit	PCF	Pounds per Cubic Foot
COL.	Column	PL., ☿	Plate
CONC.	Concrete	PLY.	Plywood
CONN.	Connection	PP	Partial Penetration
CONT.	Continuous	PSF	Pounds per Square Foot
CJP	Complete Joint Penetration	PSI	Pounds per Square Inch
CSK.	Countersink	P.T.	Pressure Treated
CTBR.	Counterbore	PW	Puddle Weld
CTR.	Center	PWJ	Plywood Web Joists
DBA	Deformed Bar Anchor	RAD.	Radius
DBL.	Double	RC	Reinforced Concrete
DC	Demand Critical (Weld)	R.D.	Roof Drain
DET., DTL.	Detail	REINF.	Reinforcing
DF	Douglas Fir	REQ.	Required
DIA., ∅	Diameter	RF.	Roof
DIAG.	Diagonal	R.O.	Rough Opening
DL	Dead Load	RND.	Round
DN.	Down	R.R.	Remove & Replace
DO.	Ditto		
DSA	Division of the State Architect	S.A.F.	See Architectural Drawings
DWG(S).	Drawing(s)	SCHED.	Schedule
(E)	Existing	SHT.	Sheet
EA.	Each	SHTG.	Sheathing
E.A.	Each Face	SIM.	Similar
E.J.	Expansion Joint	SIM.A.	See Mechanical Drawings
ELEV., EL.	Elevation	S.O.A.	Slab on Grade
EMB., EMBED.	Embedment	S.P.	Space
E.N.	Edge Nail	S.S.	Stainless Steel
EQ.	Equal	STAGG'D., STG.	Staggered
EQUIP.	Equipment	STD.	Standard
E.S.	Each Side	STIFF.	Stiffener
E.W.	Each Way	STL.	Steel
		STRUCT.	Structural
		SYMM., SYM.	Symmetrical
FDN.	Foundation		
F.F.	Finish Floor	T&B	Top and Bottom
F.G.	Finish Grade	T&G	Tongue & Groove
FIN.	Finish	T.N.	Toe Nail
FLR.	Floor	T.O.C.	Top of Concrete
F.O.C.	Face of Concrete	T.O.S.	Top of Steel
F.O.M.	Face of Masonry	T.O.W.	Top of Wall
F.O.S.	Face of Stud	Tp	Plate Thickness
FRMG.	Framing	TS	Tube Steel (Hollow Structural Section)
FRP	Fiber Reinforced Polymer		Typical
F.S.	Far Side	Typ.	
FT.	Foot, Feet		
FTG.	Footing	U.O.N.	Unless Otherwise Noted
GA.	Gauge		
GALV.	Galvanized	VERT.	Vertical
G.L.	Grid Line	V.I.F., ±	Verify in Field
GLB	Glued Laminated Beam		
GR.	Grade	W/O	Without
		WCLIB	West Coast Lumber Inspection Bureau
HDG	Hot-dip Galvanized	W.P.	Work Point
HGR.	Hanger	WHS	Welded Headed Stud
HK.	Hook	WTS	Welded Threaded Stud
HORIZ.	Horizontal	WWF	Welded Wire Fabric
HSB	High Strength Bolt	WWPA	Western Wood Products Association
HSS	Hollow Structural Section		
HT.	Height		
IBC	International Building Code		
ICC	International Code Council		
IN.	Inch, Inches		

LEGEND



STRUCTURAL OBSERVATIONS

Structural Observation is required by Section 1704 of the CBC. Types of work listed below and indicated as requiring "structural observation" shall be observed during periodic site visits by the Engineer-of-Record. Contractor is responsible for notifying the engineer 48 hours before work is ready for observation. These visits do not constitute Special Inspection. The Engineer-of-Record shall perform periodical structural observations including

1. Timber footings
2. Structural timber members
3. Structural connections

The Engineer of Record shall prepare a structural observation report after each observation visit and be ready to submit to the Building Official upon request.

Per Section 1704.6.1.5, at the completion of the work, the Engineer-of-Record shall submit a written statement that periodic site visits were made and provide a final structural observation report to the Building official. The report shall confirm that the work was performed in accordance with the drawings and specifications.

STATEMENT OF INSPECTIONS AND OBSERVATIONS

The following tests and inspections are required for this project. The tests and inspections indicated here are the responsibilities of the Owner's Special Inspector and responsible engineers, as required by Section 1704 of the Building Code.

SPECIAL INSPECTION

Special Inspection and Testing are required in Sections 1704 and 1705 of the CBC. All tests and inspections shall be performed by a certified Special Inspector from an independent testing agency who is employed by the Owner (or agent of the Owner) and not the Contractor. The qualified inspection firms are listed in the special inspection form. The form can be downloaded from the following link:
https://www.alamedaca.gov/files/sharedassets/public/alameda/comm-services/formsandhandouts/building/statement_of_special_inspection.pdf

The contractor shall hold a pre-construction meeting involving the Structural Engineer and the Special Inspector in order to discuss the specific requirements of this project. At completion of the special inspections, the special inspectors shall submit all completed inspection forms, stamped and signed, to the Engineer-of-Record. The Special Inspector shall observe the work assigned for conformance with the approved design drawings and specifications. All discrepancies shall be brought to the immediate attention of the Contractor for correction, then, if uncorrected, to the Engineer-of-Record and to the building official. The Engineer-of-Record shall review and accept the special inspection reports and submit Statement of Special Inspection to the city of Alameda.

STRUCTURAL WOOD

Item No.	System, Material or Element	Building Code Reference	Material Standard	Frequency		Remarks
				Continuous	Periodic	
4	Manufactured Lumber: Verify grade, size, and bonding are as specified on the construction documents	1704.2, 1705			X	
6	Bolted Connections: Verify that bolt size, spacing, edge distance and end distance are consistent with information shown on the construction documents.	1704.2			X	

STRUCTURAL STEEL – WELDING

Item No.	System, Material or Element	Building Code Reference	Material Standard Reference	Frequency		Remarks
				Perform	Observe	
2	Inspection Tasks During Welding	1705.2	AISC 360 Section N5.4 and Table N5.4–2			
a	Confirm control and handling of welding consumables •Packaging •Exposure control				X	
b	Confirm no welding occurs over cracked tack welds				X	
c	Verify environmental conditions •Wind speed within limits •Precipitation and temperature				X	
d	Verify that applicable WPS is followed •Settings on welding equipment •Travel speed •Selected welding materials •Shielding gas type/flow rate •Preheat applied •Interpass temperature maintained (min./max.) •Proper position (F, V, H, OH) •Intermix of filler metals avoided unless approved				X	
e	Verify proper welding techniques are followed •Interpass and final cleaning •Each pass within profile limitations •Each pass meets quality requirements			Welds larger than 5/16"	Welds 5/16" and smaller	
f	Inspect placement and installation of welded headed stud anchors			X		
3	Inspection Tasks After Welding	1705.2	AISC 360 Section N5.4 and Table N5.4–3			
a	Verify welds are cleaned				X	
b	Verify size, length and location of welds			X		
c	Verify that welds meet visual acceptance criteria •Crack prohibition •Weld/base-metal fusion •Crater cross section •Weld profiles •Weld size •Undercut •Porosity			X		
d	Verify proper treatment of arc strikes			X		
e	Verify proper welding in the k-area of rolled shapes			X		
f	Verify proper treatment of weld access holes in rolled heavy shapes and built-up heavy shapes			X		
g	Placement of reinforcing or contouring fillet welds (if required)			X		
h	Backing removed and weld tabs removed (if required)			X		
j	Repair activities			X		
k	Document acceptance or rejection of welded joint or member			X		
m	No prohibited welds have been added without the approval of the Engineer of Record					



SIMPSON GUMPERTZ & HEGER
1999 Harrison Street, Suite 2400
Oakland, CA 94612
415.495.3700
sgh.com

Consultant

No.	Date	Description	By

ALAMEDA GRAND
MARINA
WHARF
MAINTENANCE
ALAMEDA, CA

Project

GENERAL NOTES

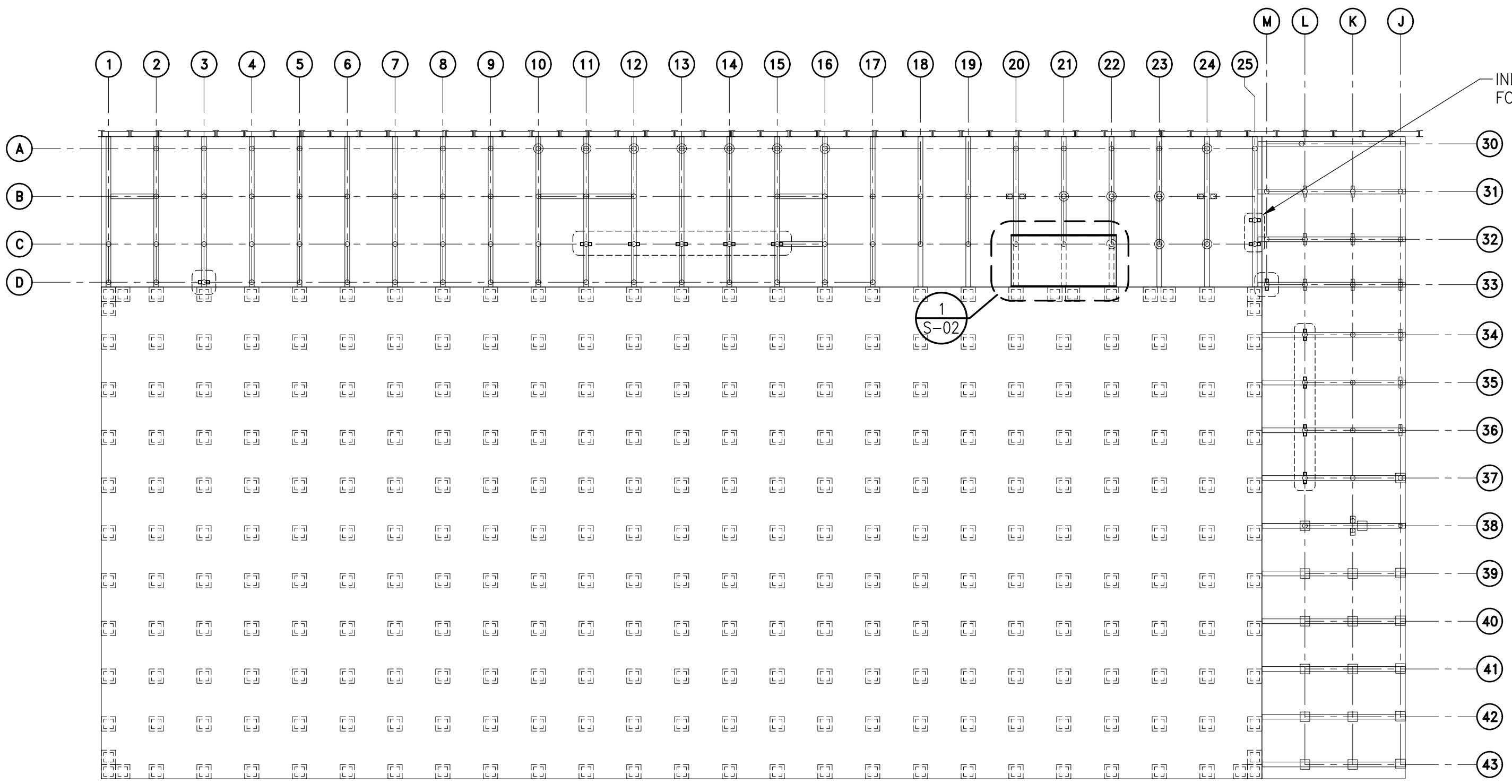
Drawing Title

Project No. 257116.00	Checked JJP	Date 08/05/2025
Drawn JDG	Approved SXY	Scale AS NOTED



G03

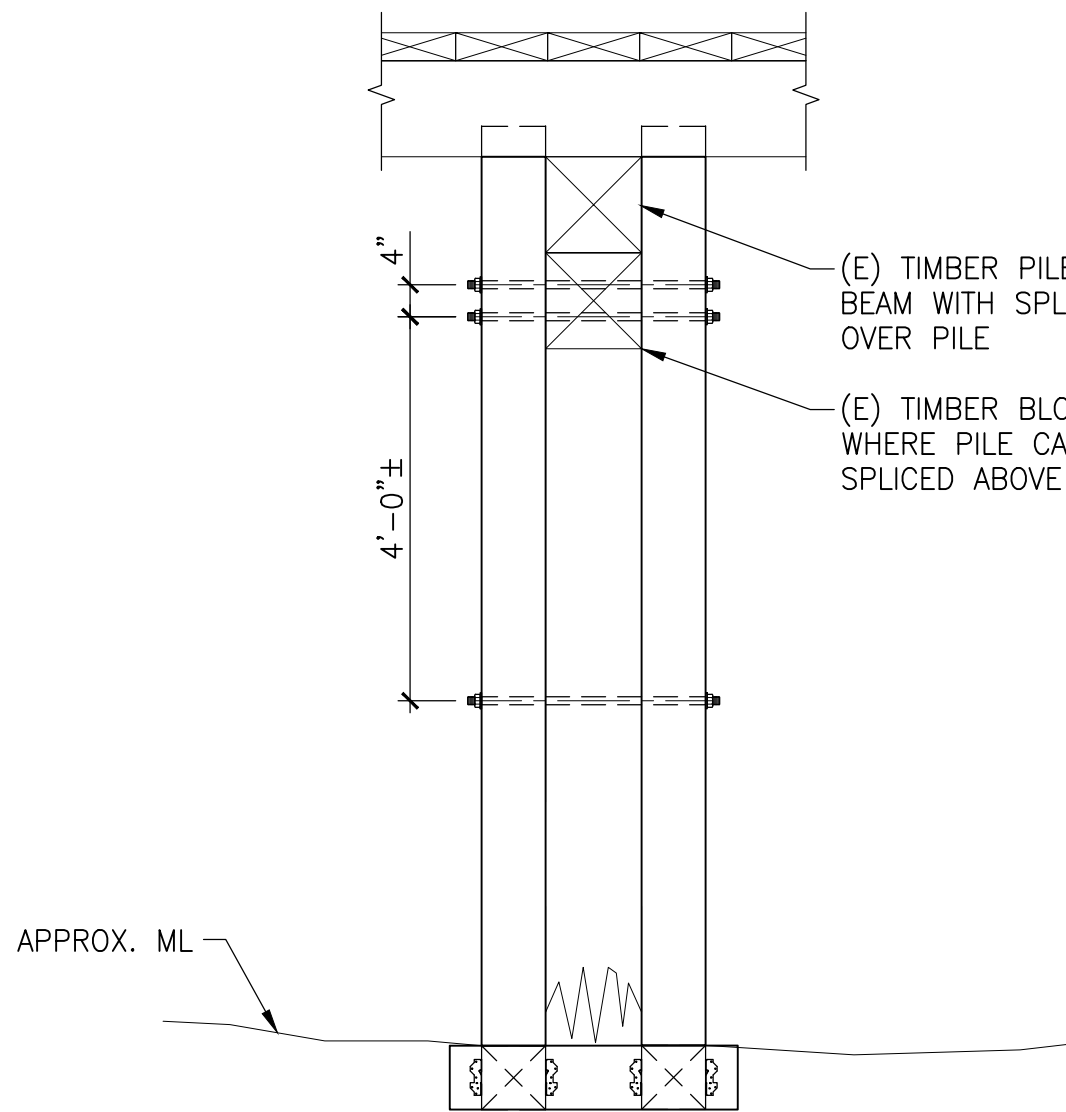
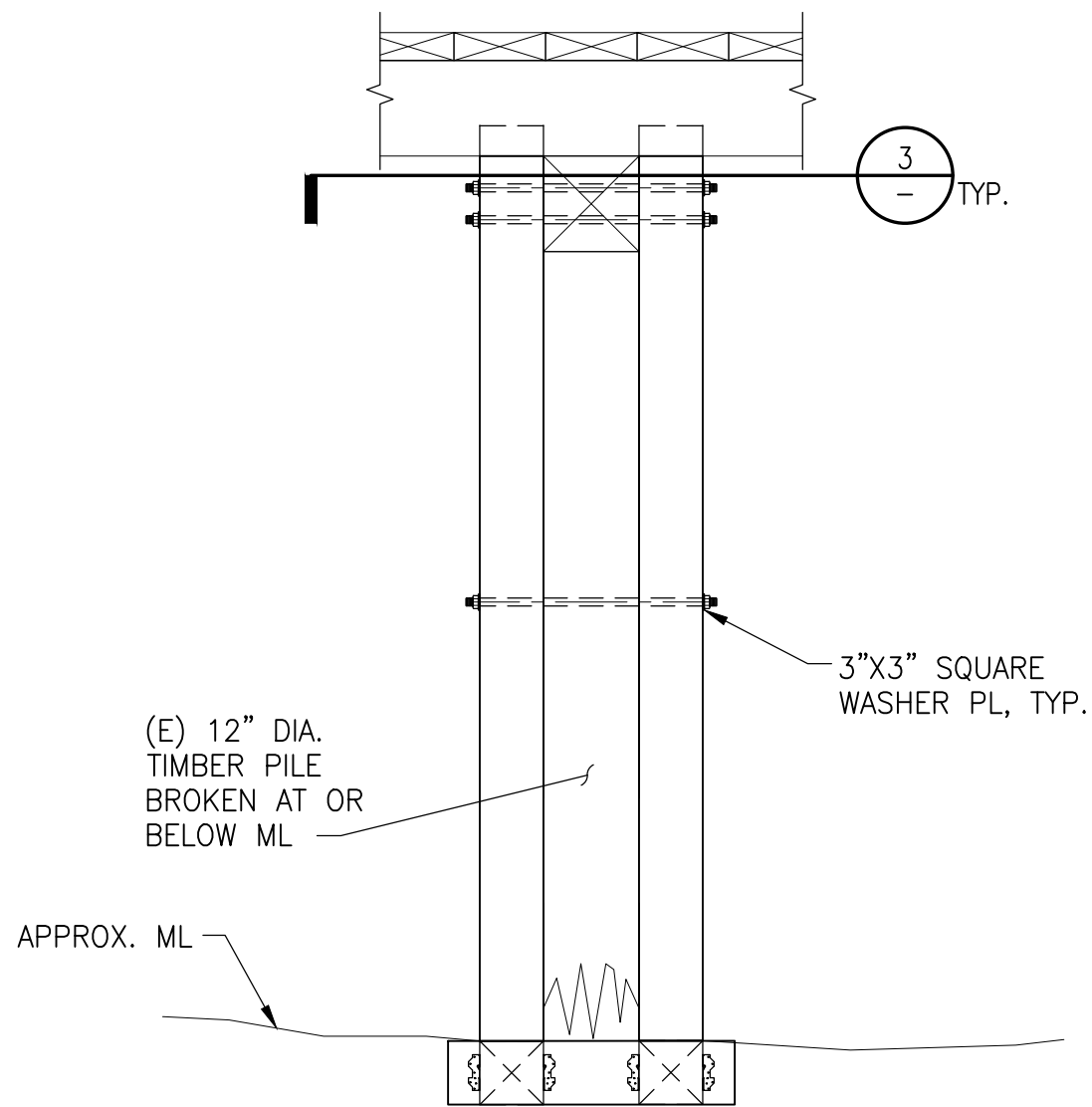
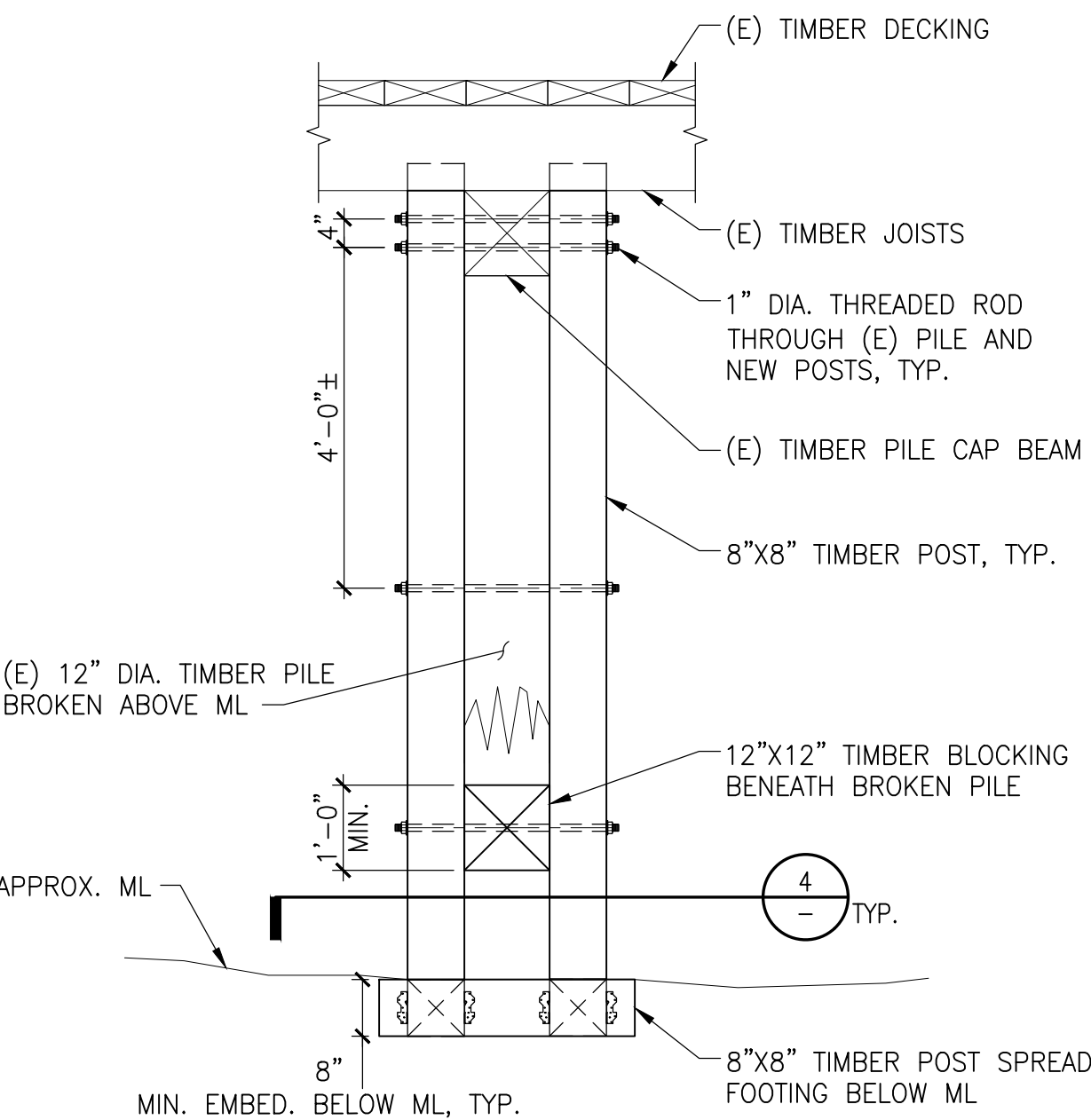
ISSUED FOR BID



GRMA S-01 TEMP. PILE REPAIRS

1 GRAND MARINA WHARF SITE PLAN PROPOSED TEMP. SUPPORT LOCATIONS

SCALE: 3/64" = 1'-0"



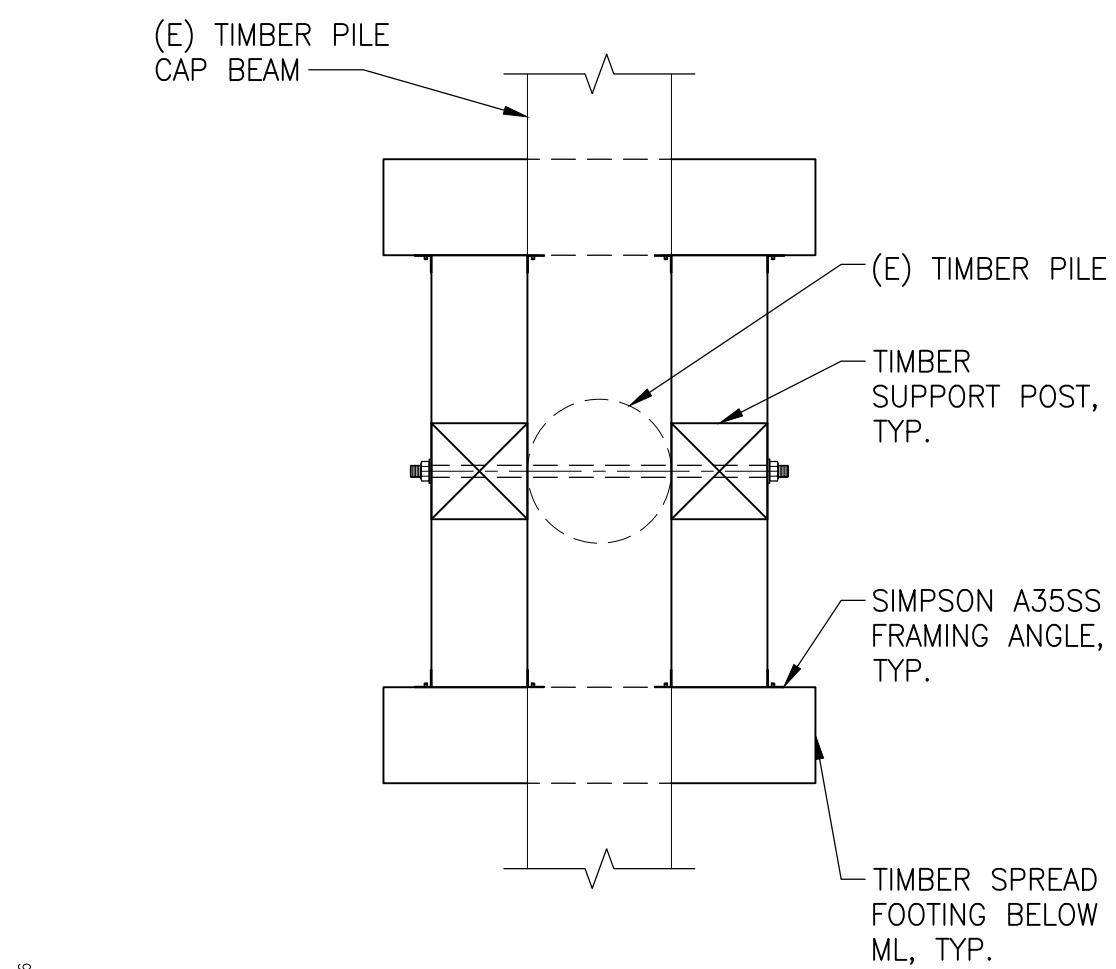
EXISTING PILE BROKEN ABOVE MUDLINE

EXISTING PILE INTACT OR BROKEN AT/BELOW MUDLINE

EXISTING PILE LOCATED BELOW CAP BEAM SPLICE

2 TEMPORARY PILE SUPPORT ELEVATIONS

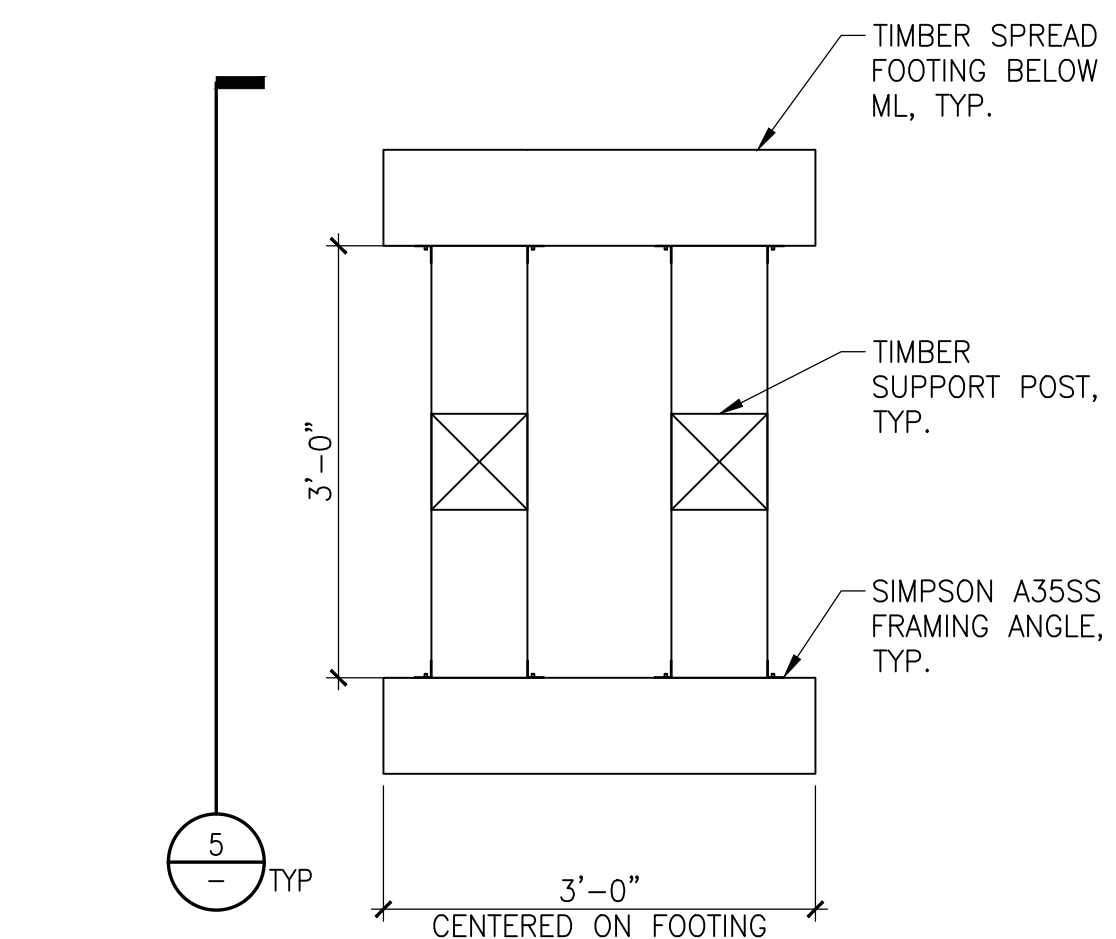
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ALAMELTEMPREPAIRSECTION16

3 PILE SUPPORT SECTION

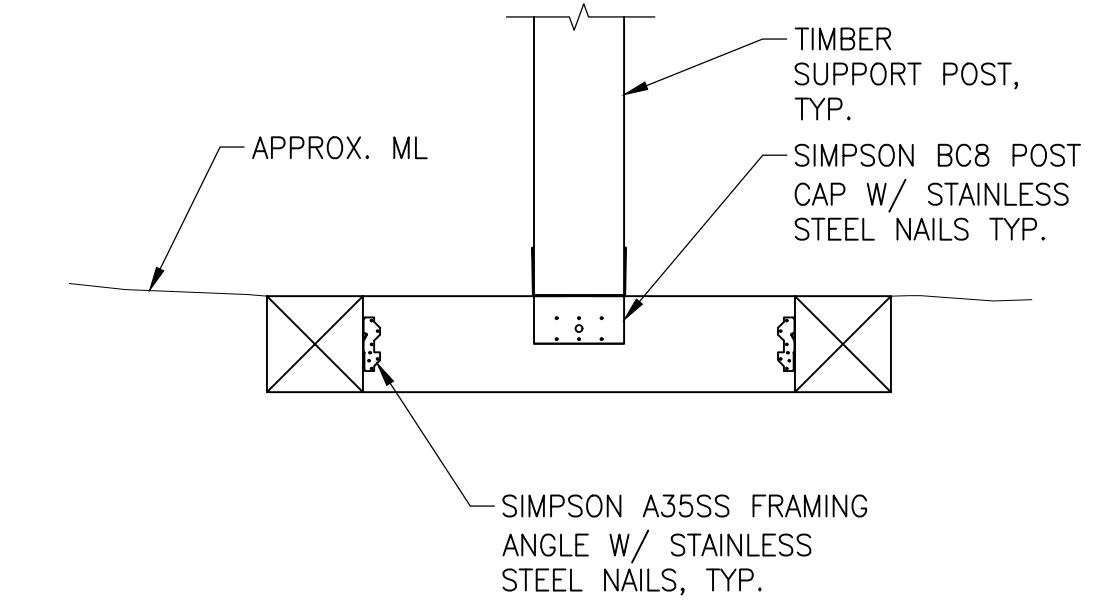
SCALE: 3/4"=1'-0"



ALAMELTEMPREPAIRSECTION16 DOG

4 PILE SUPPORT FOOTING SECTION

SCALE: 3/4"=1'-0"



ALAMELTEMPREPAIRSECTION16 DOG

5 PILE SUPPORT FOOTING ELEVATION

SCALE: 3/4"=1'-0"



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No.	Date	Description	By

ALAMEDA GRAND
MARINA
WHARF
MAINTENANCE
ALAMEDA, CA

Project

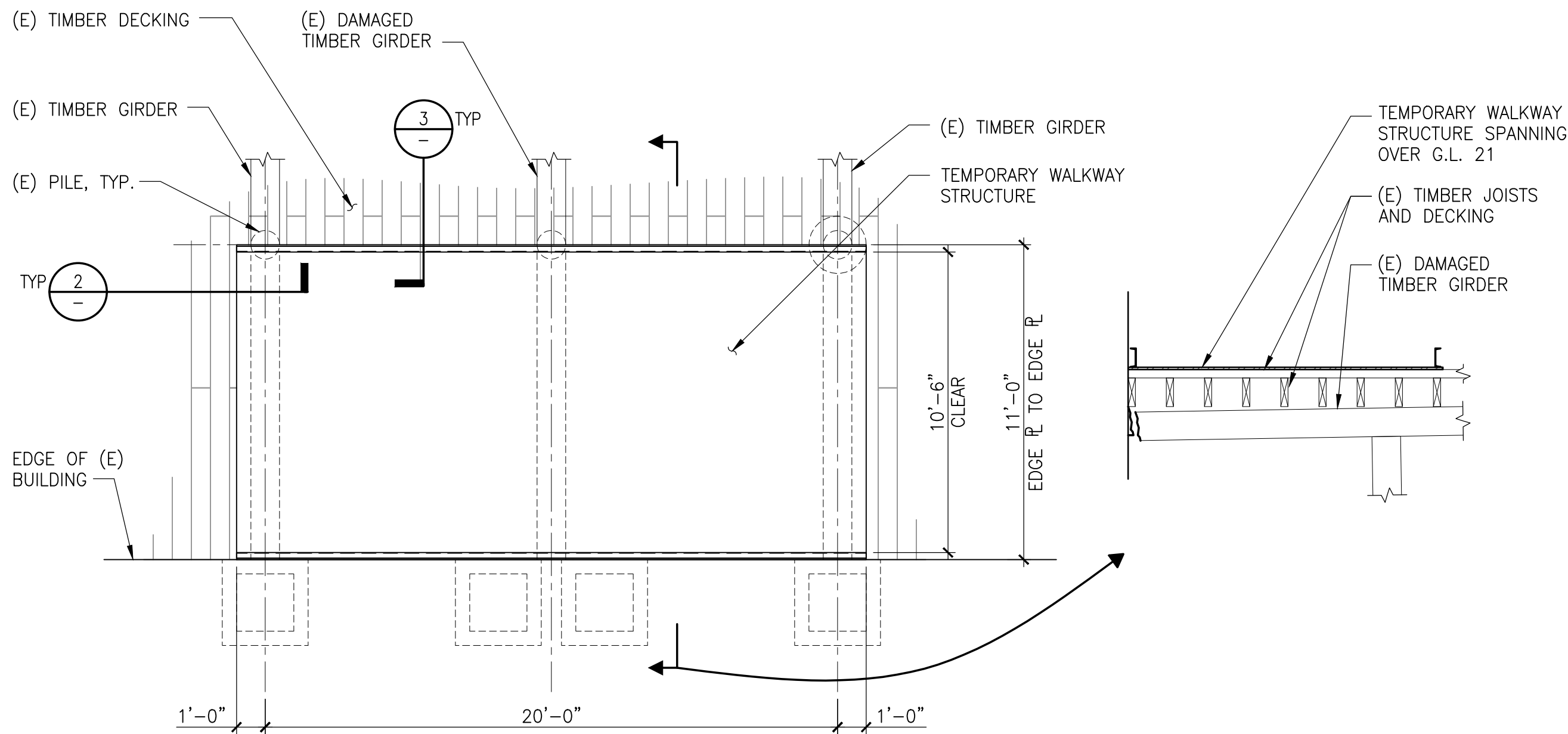
GRAND MARINA
WHARF PILE
MAINTENANCE

Drawing Title

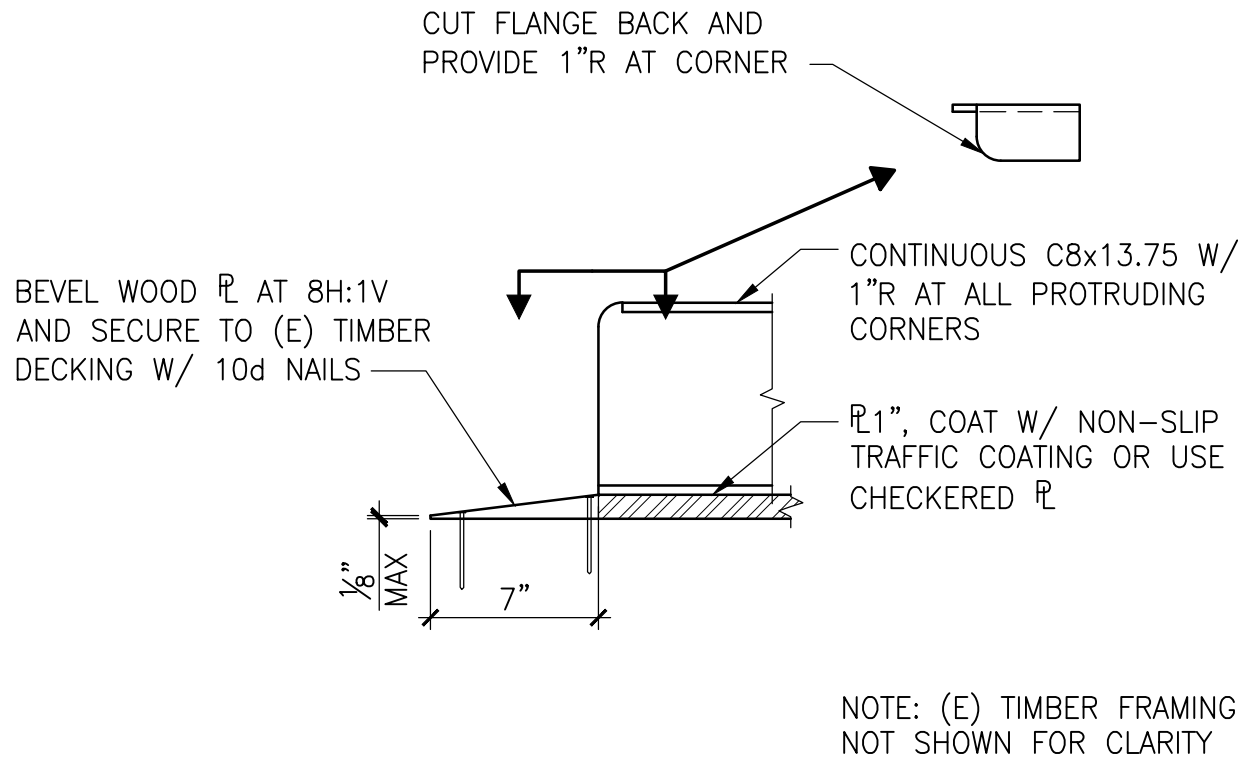
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Drawn JDG	Approved SXY	Scale AS NOTED

	Drawing No. S-01
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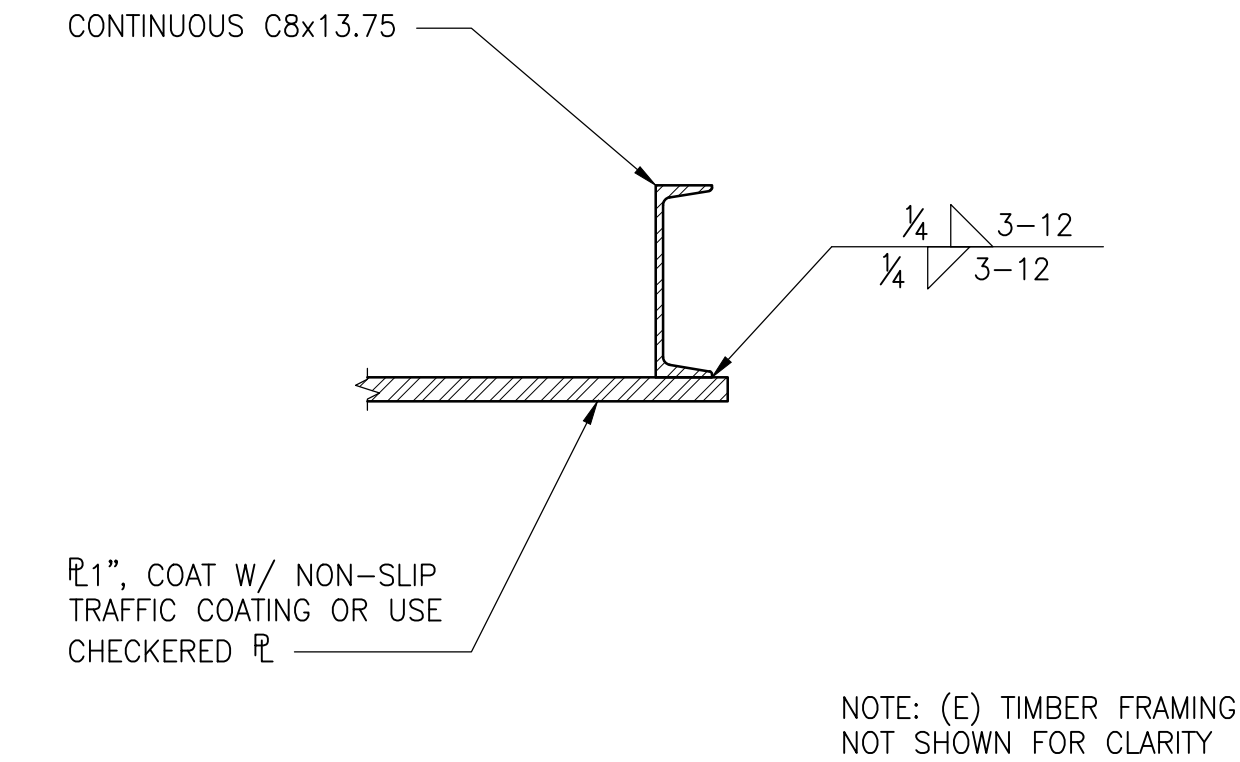
ISSUED FOR BID



1 TEMPORARY WALKWAY STRUCTURE
SCALE: 1/4"=1'-0"



2 EDGE OF WALKWAY DETAIL
SCALE: 1 1/2"=1'-0"



3 CHANNEL TO PLATE CONNECTION DETAIL
SCALE: 1 1/2"=1'-0"



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Consultant

No.	Date	Description	By

ALAMEDA GRAND
MARINA
WHARF
MAINTENANCE
ALAMEDA, CA

Project

GRAND MARINA
WHARF TEMPORARY
WALKWAY

Drawing Title

Project No. 257116.00	Checked JJP	Date 08/05/2025
Drawn JDG	Approved SXY	Scale AS NOTED



S-02

ISSUED FOR BID

Exhibit C – Service Provider Agreement

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 20__ (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and COMPANY, a (California corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS (“**Provider**” or “**Contractor**”), 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: Maintenance work on the wharf at Grand Marina. City staff issued an RFP on August 22, 2025, and after a submittal period of Ten (10) days received ### 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 Grand Marina wharf maintenance, 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 A, Table 1 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 A, Table 1.

b. The total two-year compensation for this Agreement shall not exceed \$xxxxx. 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 (4). 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.

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.

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED:

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

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

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

13. APPROVAL OF SUB-PROVIDERS:

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

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

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

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

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

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

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

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

reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

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

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

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

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

City of Alameda
Base Reuse and Economic Development
905 West Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Walker Toma, Community Development Manger
Ph: (510) 747-6897 / Email: wtoma@alamedaca.gov

Base Reuse and Economic Development
950 W Mall Square
Alameda, CA 94501
ATTENTION: Walker Toma, Community Development Manager
Ph: (510) 747-8697

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

City of Alameda
Base Reuse and Economic Development
905 West Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Alexis Krieg
Ph: (510) 747-6856 / Email: akrieg@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 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 33, 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. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

a. For purposes of Sections 27 through 29 of this Agreement, the terms "claim", "contractor", "public works project" and "subcontractor" shall have the same meanings set forth in Public Contract Code Section 9204.

b. No contractor or subcontractor may be listed on a bid proposal for a public works project, nor engage in the performance of any public work contract, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions for certain bids pursuant to Labor code Section 1771.1(a)). Registration instructions may be found at the following website: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

c. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at the following website: <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

d. Contractor is required to all post job site notices as prescribed by State law. (See 8 Cal. Code Regs, § 16451(d).)

e. In executing this Agreement, Contractor acknowledges and agrees that

f. the work authorized by this Agreement may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

28. REGISTRATION OF CONTRACTORS:

Before submitting bids for any work authorized by this Agreement, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

29. PUBLIC CONTRACT CODE SECTION 9204 SUMMARY:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or other documents associated with this Agreement, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 related to work performed or scheduled to be performed pursuant to this Agreement shall be governed by Public Contract Code Section 9204 and this section. The following provisions and procedures shall apply:

a. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with Public Contract Code Section 9204. Contractor must include reasonable documentation to support each claim.

b. Upon receipt of a claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

c. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to Public Contract Code Section 9204(d)(1)(C).

d. If the City fails to timely respond to a claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

e. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

f. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

g. The City reserves all rights and remedies that it has pursuant to this Agreement, any associated plans and specifications, or at law or in equity which are not in conflict with Public Contract Code 9204.

30. 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.

31. 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.

32. 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.

33. 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 NAME,
a (California corporation, LP, GP sole
proprietor/individual)

CITY OF ALAMEDA,
a municipal corporation

Name
Title

Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

Name
Title

Abigail Thorne-Lyman
Director, Base Reuse and Economic
Development Department

APPROVED AS TO FORM:
City Attorney

Len Aslanian
Assistant City Attorney

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 Ave
Alameda, CA 94501

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

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

REF:

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

PRIMARY INSURANCE:

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

SEVERABILITY OF INTEREST:

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

WAIVER OF SUBROGATION:

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

NOTICE OF CANCELLATION:

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

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

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

Name of Person or Organization:

City of Alameda
2263 Santa Clara Ave
Alameda, CA 94501

SCHEDULE

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

REF: _____

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

NOTICE OF CANCELLATION:

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