



Request for Proposals for Professional Services for Development of an Active Transportation Plan

City of Alameda

April 5, 2019

Key Dates:

Request for Proposal Issued: Friday, April 5, 2019
Deadline for Questions: Wednesday, April 17, 2019
Due Date: Thursday, April 25, 2019 at 3:00 p.m.
Interviews (if needed): May 7 and/or May 8, 2019
Anticipated Start Date: Monday, July 1, 2019

Contact:

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

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I. Introduction

The City of Alameda (City) seeks proposals from qualified consultant firms (Consultant) to update the City's existing Pedestrian Plan and Bicycle Master Plan, and combine the two into one Active Transportation Plan. The proposing Consultants shall have relevant expertise, experience, and an approach that demonstrates their ability to provide the required services. The outcome of this effort is expected to be a new Active Transportation Plan that significantly advances the City goals for mode shift and safety, as described in Section III. The maximum City budget for this project is \$300,000, and the goal is to have an adopted Plan by December 2020.

II. Background

Alameda, California is a community of approximately 79,000 residents and 23 square miles in the San Francisco Bay Area. It is uniquely made up of an island and adjacent peninsula. The City is connected to the East Bay mainland by five bridges and two subterranean tubes, as well by ferry service to San Francisco and South San Francisco. For more general information about the city, see the "At A Glance" brochure (Attachment A).

The City's first and only [Pedestrian Plan](#) was adopted in 2009. It inventoried all pedestrian facilities and created the primary pedestrian route network, focused on corridors with the highest potential pedestrian demand and prioritized projects in these areas. The City of Alameda's current [Bicycle Master Plan](#), adopted in 2010, is the first update to the City's first Bicycle Plan, adopted in 1999. The Plan laid out a network of approximately 35 miles of bikeways and prioritized capital projects and programs.

The City developed the [Pedestrian Design Guidelines](#) (2011) and [Bicycle Facility Design Standards](#) (2013), to provide direction and clarity to City staff, developers and the public regarding the construction and operations of pedestrian and bicycle facilities and supportive infrastructure.

These Plans have provided good foundations for the City over the years, as evidenced by the many completed projects and programs (e.g. Shoreline Drive protected bicycle lanes, segments of the Cross Alameda Trail and a bicycle safety education program), and the multiple major complete street capital projects now underway (e.g. Central Avenue, Clement Street, Clement/Tilden Way, Otis Drive and additional Cross Alameda Trail segments).

Many development projects, such as Alameda Point, Alameda Landing, Del Monte and Alameda Marina, are now constructed, underway or mostly designed. These completed and underway infrastructure changes provide an opportunity to reflect on the remaining and additional bikeway and pedestrian network needs for the city.

Since adoption of the Bicycle and Pedestrian Plans, the City has adopted several policies and plans that are significant for planning for walking and bicycling:

- [Complete Streets Policy \(2013\)](#)
- [Alameda Point Master Infrastructure Plan \(2014\)](#), which designated the types of biking and walking facilities for the roadways west of Main Street, on the former Naval Air Base.
- [General Plan: Safety and Noise Element \(2017\)](#), which included a Vision Zero policy.
- [Transportation Choices Plan \(2018\)](#), which prioritized projects for all transportation modes. The Plan's Vision is to "sustain a high quality of life in Alameda by improving mobility for all" and it has two specific goals and related mode-share targets: (1) "decrease drive alone trips at estuary crossings by increasing non-drive alone trips," and (2) "increase the share of walking, bicycling, bus and carpooling trips within Alameda."

In early 2019, the City Council adopted a [Climate Emergency Resolution](#), and a Draft [Climate Action and Resiliency Plan](#), which will have a significant focus on transportation as the City's largest source of greenhouse gas emissions, will be released in May 2019, with adoption anticipated later this year.

The City's Pedestrian and Bicycle Plans are in need of updating to reflect all of the above changes and new plans and goals, plus to incorporate the current best practices in bicycle and pedestrian planning and infrastructure design, community desires, evolving new technologies, and finally, to meet grant funding requirements.

Other Supporting Documents and Links:

Following are links to several additional important City documents that will inform and guide the development of the Active Transportation Plan:

- [General Plan: Transportation Element \(2009\)](#)
- [Economic Development Strategic Plan \(2018\)](#)

In early 2019, the City developed progress reports on two City plans critical to transportation planning in Alameda: the Transportation Choices Plan and the Housing Element. These updates provide useful overviews of the status of transportation and housing projects and efforts, plus current City priorities:

- [Transportation Choices Plan Annual Report \(2019\)](#)
- [Housing Element Update \(2019\)](#)

More information about the City's current transportation projects can be found on the [Transportation web page](#), which is also where most of the documents listed in this section are located (under "Key Documents").

III. Project Goals & Objectives

The City of Alameda seeks an experienced team of professionals with a proven track record developing ambitious and innovative local bicycle and pedestrian plans to update its Bicycle and Pedestrian Plans and combine them into one consolidated Active Transportation Plan. This project envisions a major update that will use the existing Pedestrian Plan and Bicycle Master Plan as starting points, preserving much of the bicycle and pedestrian networks, while updating and expanding the networks, as needed, as well as the content, analysis and structure of the documents.

The goal is to develop a Plan that sets Alameda on a path toward significant increases in walking and bicycling by people of all ages and abilities, and prioritizes safety. The Plan will be guided by, and perhaps even exceed, the vision and goals in the City's progressive General Plan, the Transportation Choices Plan, and the pending Climate Action and Resiliency Plan, and other relevant plans. The Plan will develop the City's Vision Zero policy and integrate its implementation into all aspects of the Plan. The Plan will be action-oriented, with a focus on developing tools to speed implementation.

The City's goal is for it to take up to one year to develop a Draft Plan (July 2019 to July 2020), and then six months for final Plan adoption (by December 2020).

IV. Proposed Schedule

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

RFP Issued	April 5, 2019
Deadline for Written Questions	April 17, 2019
Answers to Written Questions Issued	April 18, 2019
Proposals Due	April 25, 2019 at 3:00 pm
Interviews (by invitation)	May 7 and/or 8, 2019
Announcement of Top Ranked Team	Week of May 13, 2019
Contract Notice to Proceed	July 1, 2019

V. Submittal Requirements

Proposals should be no more than 35 pages (excluding attachments) and include the following sections/content. They shall not include any unnecessary promotional material.

1. Cover Letter.

Cover letter should include project manager contact information and signature from an individual authorized to bind the Proposer into a contract. Include a summary with highlights of the proposal goals, work plan, project team, and how the Proposer will ensure responsiveness to City staff and project requirements.

2. Table of Contents.

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

3. Firm and Project Team Qualifications.

Include a brief description of the Proposer's project team qualifications and previous experience on similar projects. A minimum of three (3) examples of work or projects directly related to this RFP shall be provided. Preferably at least one would be a plan that could serve as a model for this project. For each project, the Proposer shall include a detailed description of the work performed, the project name, location, when the work was completed, and the name, title, and phone number of at least one (1) reference for each project who can attest to the quality and effectiveness of the Proposer's work. For each project, give a brief statement of the firms and project team's adherence to schedule and budget, the successfulness of the process and outcome.

4. Project Understanding & Work Plan.

By presenting a well-conceived work plan, this section of the proposal shall establish the Proposer's understanding of the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. The proposal should describe how the Proposer will leverage its past experience to complete the work as efficiently, effectively and innovatively as possible. The work plan shall succinctly describe the proposed approach for addressing the required work, outline the activities that would be undertaken in completing the various tasks, specify who would perform them and indicate the specific deliverables.

This Scope of Work (Attachment B) describes a suggested framework for the tasks and associated deliverables for developing a Plan that meets the City's plan goals. Proposers are encouraged to bring their expertise, experience and creativity to bear by proposing how each Task can be implemented to meet the Plan goals. As indicated for certain Tasks, Proposer should propose the type and number of deliverables (meetings, events, concept plans, etc) to be developed. Additional optional tasks or revised approaches that have been used successfully on other projects and that would serve the City in achieving its Plan goals, are encouraged.

The work plan shall include a realistic schedule for completing the work specified in the Scope of Work that also meets the stated project timeline goals. The schedule should show all major milestones and required submittals.

5. Project Staffing.

This section shall discuss how the Proposer would propose to staff this project. Proposer project team members shall be identified by name, location, qualifications, disciplines, specific responsibilities on the project, estimated person-hours of participation, and degree of commitment to the project. Identify the proposed Project Manager and the Principal-in-Charge (if that person is different than the Project

Manager), and the proposed lead staff for each supporting consultant firm on the Team. An organizational chart for the project team and resumes for key personnel shall be included. Include a statement regarding the Proposer's ability to dedicate time, support staff and resources to this effort.

Key personnel will be an important factor considered by the selection panel. Once the proposal is submitted, there can be no change of key personnel, without the prior approval of the City.

6. Budget.

Provide a detailed budget by task, team member and sub-consultant, if applicable, that covers a baseline budget. Cost saving measures that recommend ways to save on the budget may be suggested

7. References.

Proposer must provide three (3) references for which they currently provide or have provided similar services as requested in this RFP. Include name, title, phone, and email address for each reference, a description of the work provided, and when it was conducted. Contacts should be individuals who can verify performance on projects of a similar (or larger) scope and budget as this project.

8. Comments/Questions on the City Standard Consultant Agreement.

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

VI. Submittal Instructions

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

Six (6) hard copies of the proposal and one electronic PDF version of the proposal on a flash drive shall be received in a sealed envelope, no later than **3:00 p.m. on Thursday, April 25, 2019** to the following address:

City of Alameda
Planning, Building and Transportation Department
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501
Attention: Rochelle Wheeler, Senior Transportation Coordinator

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

VII. Selection Process

Based on the submitted proposals and reference checks, the selection team will choose a preferred Team. The final selection will be based on the following criteria:

- A. Understanding of the project and goals. (25 percent)
- B. Clarity, comprehensiveness and organization of the work plan that demonstrates strategic thinking, creative and innovative approaches, an understanding of best practices, and delivery of a robust number of outreach events and implementation tools. (40 percent)
- C. Demonstrated ability, based on firm experience and specific experience and expertise of the project manager and proposed team, to complete the Scope of Work in the RFP, including experience developing similar plans and work products, the quality of those plans/products and excellent project management skills. (35 percent)
- D. Demonstrated ability to perform on schedule and within budget. (10 percent)

Total: 100 percent

The City will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability or national origin in the contract award. The City reserves the right to reject any and all proposals at its discretion, including not awarding the contract to any firm.

VIII. Conditions of Request

A. General Conditions.

The City reserves the right to cancel or reject all or a portion or portions of the Request for Proposal without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a Proposal. The City reserves the right to reject any and all Proposals submitted in response to this request or any addenda thereto. Any changes to the RFP will be made by written addendum sent by email.

B. Liability of Costs and Responsibility.

The City shall not be liable for any costs incurred in response to this Request for Proposal. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Alameda.

The selected organization will be required to assume responsibility for all services offered in the Proposal whether or not they possess them within their organization. The selected

organization will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

C. Permits and Licenses.

The Provider shall procure all permits and licenses, including a City of Alameda business license, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost for a City of Alameda business license is not reimbursable. Each Subconsultant shall have a current City of Alameda business license.

The following license is required for this project: **City of Alameda Business License** from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda.

D. Provider's Representative.

The person signing the Proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

E. Award of Contract.

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

IX. Questions

Rochelle Wheeler, Senior Transportation Coordinator, 510-747-7442, rwheeler@alamedaca.gov is available to answer questions and to respond to requests for additional information. All questions must be submitted in writing and will be accepted until **Wednesday, April 17, 2019**.

**Attachment A:
Alameda At-A-Glance**

**Attachment B:
Proposed Scope of Work**

**Attachment C:
City Standard Consultant Agreement**

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 20___, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and **COMPANY** (a California corporation, partnership, sole proprietor, individual), whose address is **ADDRESS** (the "**Provider**"), in reference to the following:

RECITALS:

- A. 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: Engineering, planning and outreach services for transportation complete street projects. City staff issued a request for qualifications on October 17, 2017. After a submittal period of 28 days, City staff received 13 timely submitted qualifications, interviewed nine (9) consultant teams, and selected five (5) as qualified Engineering Teams on the Certified List. On January 18, 2018, City staff issued a request for proposals to the Engineering Teams on the Certified List. After a submittal period of 21 days, City staff received XX timely submitted proposals and selected the Engineering Team that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services that will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for engineering, planning and outreach services for transportation complete street projects, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the ___ day of _____ 2018, 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. The 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 his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.
- b. The total compensation for the work under this Agreement is not to exceed \$ _____.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold 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 City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

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

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. 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 ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that 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 that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(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

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as

an agent of the Provider and shall be compensated by the 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.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's 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.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by 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.

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 requires 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 may consent or reject such request in his/her 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 of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, 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 the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes 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 his/her 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 the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the 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 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 his/her designee.

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

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the 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 City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access

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

c. If supplemental examination or audit of the Records is necessary due to concerns raised by 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 City shall be addressed to City at:

City of Alameda
Building and Planning Department
2263 Santa Clara Avenue, Room 130
Alameda, CA 94501
ATTENTION: Gail Payne
Ph: (510) 747-6892 / Email: gpayne@alamedaca.gov

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

[Provider Name]
[Department]
[Address]
[City, State, zip]
ATTENTION: [Title]

Ph: (xxx) [xxx-xxxx] / Email:

18. SAFETY:

a. The 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. The 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. The 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. The 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 City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, 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. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the

prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. 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 the 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 City.

22. 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.

23. WAIVER:

A waiver by 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.

24. INTEGRATED CONTRACT:

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 City and Provider.

25. 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.

26. NONDISCRIMINATION – FEDERAL REQUIREMENTS:

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or

condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.

27. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPANY
(A California corporation, partnership,
sole proprietor, individual)

CITY OF ALAMEDA
A Municipal Corporation

NAME
TITLE

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

Andrew Thomas
Planning, Building & Transportation
Director

APPROVED AS TO FORM:
City Attorney

Yibin Shen
City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

SAMPLE

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

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

REF: _____

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

PRIMARY INSURANCE:

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

SEVERABILITY OF INTEREST:

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

WAIVER OF SUBROGATION:

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

NOTICE OF CANCELLATION:

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

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

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

SCHEDULE

Name of Person or Organization:

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

SAMPLE

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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