

REQUEST FOR PROPOSAL

Development Impact Fee Update and Nexus Study

CITY OF ALAMEDA

October 15, 2013

Important Dates

Voluntary Pre-submittal Conference, October 31, 2013
Proposal Due Date, November 6, 2013
Interviews, November 15, 2013 and November 20, 2013
Projected Start Date, January 2014

Contact

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City of Alameda Public Works Department
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Alameda, CA 94501
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I. INTRODUCTION

The City of Alameda ("City") is requesting proposals from qualified organizations to assist the City in the Development Impact Fee Update and Nexus Study.

A. Background

In 2001, the City Council of the City of Alameda approved a Citywide Development Fee for financing transportation, park and open space, public safety and other public improvements. The City also has separate Police/Fire Construction, Construction Improvement, Parking In Lieu, Citywide Pavement Restoration Fees, Housing In Lieu and Affordable Housing Fees, Public Art, Traffic Mitigation (TSM/TDM), and Dwelling Unit Tax Impact Fees.

B. Purpose of the Request

As the City pursues near-term development in 2015 of the former Naval Air Station Alameda commonly referred to as Alameda Point, it is an opportune time to update these fees. As a result, the City of Alameda seeks a consultant to work with the City to update these fees and also establish a formal impact fee credit program. The City will look to combine several or possibly all of these impact fees into a new City of Alameda Development Impact Fee (DIF), with separate categories for Streets/Transportation/Traffic, Parking, Police, Fire, Housing, Public Art, Parks and Open Space, and Other Public Improvements.

The City seeks a Consultant who can assist the City in preparing the required analysis and studies necessary to adopt the DIF by September 2014. Much of the groundwork for the DIF has been or will be completed early on in the project timeline. The City is preparing a list of existing fees and a draft list of capital projects for citywide public improvement projects, which will serve as the starting point for the capital improvement list in the updated DIF. The City has an outline of the City's development projections for the next 30 years, including for the Alameda Point project; and has prepared a draft master infrastructure plan, conceptual financing plan, public improvement cost estimates, and environmental impact report fee mitigations for Alameda Point. The location of these documents is provided in Attachment A.

The Consultant will join an existing inter-departmental team comprised of City staff from Public Works, Community Development, Finance, Base Reuse, Fire, Police, Recreation and Park, and Library Departments, and the City Manager's Office (City Team).

C. General Information

The City of Alameda is an island city of approximately 75,000 residents, connected to the City of Oakland via four bridges and two tubes. With the exception of Alameda Point and the northern waterfront, the City is largely built-out.

Alameda Point encompasses the majority of the former naval air station generally located east of Main Street in the City. The Oakland/Alameda Estuary defines the northern edge of the Alameda Point site and San Francisco Bay defines its southern and western edges. The base was closed in 1997 and the majority of the property has been transferred to the City for civilian use. The City's plan for Alameda Point includes 1,425 residential units, 5.5 million square feet of commercial space, over 250 acres of parks and open space, and almost \$600M in capital improvements.

Other areas of the City with the potential for new growth are located primarily along the City's northern waterfront include sites along the Northern Waterfront, such as the Encinal Terminals, Del Monte building, Boatworks and North Housing properties.

Role of the Consultant

The Consultant will work closely with the City Team and stakeholders. The Consultant must demonstrate expertise in preparing development impact fees and impact fee credit programs; financial analysis; and project management. An ideal consultant will also have experience preparing development impact fees applicable to redevelopment of military base redevelopment and reuse, and/or other large scale public/private development sites.

II. SUBMITTAL REQUIREMENTS

The City is requesting one pdf copy and twelve bound paper copies of the proposal, which must contain the following information:

1. Letter of Interest: Please include a letter expressing the Consultant's interest in being considered for the project. Include a statement regarding the Consultant's availability to dedicate time, personnel, and resources to this effort during the period of January to September 2014. The letter of interest must include a commitment to the availability of the Consultant and all key project staff during the planning period and a proposed schedule designed to meet the City's deadline for the report (2-page maximum).

2. Project Understanding and Approach: Please include a statement demonstrating your understanding of the proposed project and of the Alameda community and describe your approach to completing the project successfully and within the proposed budget and schedule. In particular, describe the Consultant's initial thoughts on a) if and/or whether the DIF and other fees (identified in Attachment D) should be combined, and b) how to address an impact fee for both Alameda Point and the rest of the City, given the unique circumstances presented by this major development opportunity within an almost built-out City (2-page maximum).

3. Relevant Experience: Please include information describing the Consultant's experience with development impact fees, including fees and infrastructure financing established for military base conversions and/or other large-scale public redevelopment sites. Please provide a minimum of 5 specific examples of the Consultant's relevant experience on development impact fees (including experience with the development of impact fees for former military bases), including specific examples of the Consultant's experience with the development of a uniform system for developing a methodology for calculating the value and use of developer credits against payment of impact fees. Please provide references for each example including phone number and/or email address of contacts. Similar information should be provided for any sub-consultants (15-page maximum).

4. Project Manager/Key Staff. Please include information about the specific relevant experience and billing rates for the proposed Project Manager and the Principal-in-Charge (if that person is different from the Project Manager) and all other applicable staff. A project manager must be designated and must be the principal contact for the City. Information on the experience of the Project Manager (on similar projects) and at least four references for the Project Manager and Principal-in-Charge (should that be a different person) are required (5-page maximum.)

5. Proposed Scope of Work. Please provide a Proposed Scope of Work, which is based on the scope of work contained in Attachment B, and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work so that the City is able to implement a fair and effective development impact fee and credit program that is able to fund its highest priority capital improvements for both the City and Alameda Point.

6. Budget and Schedule. Based on the Proposed Scope of Work, please provide a detailed budget and schedule that meets the nine month timeframe proposed by the City. If your proposed schedule exceeds the proposed nine month timeframe, please indicate the reasons why you believe additional time will be needed to complete the project.

7. Comments/Questions on the City Standard Consultant Agreement: The City standard consultant agreement is attached for your consideration (see Attachment C, City Standard Consultant Agreement”). If the Consultant has any questions/concerns related to any provisions of the standard form contract, they must be submitted in writing with your response to this Request for Proposals.

III. SELECTION PROCESS

The selection process for the consultant will proceed as follows:

1. Based upon the submitted proposals, the City selection team will select 2 to 5 Consultants to interview. Interviews are tentatively scheduled for Friday, November 15, 2013, 9 a.m. to 1 p.m. and Wednesday, November 20, 2013, 9 a.m. to 1 p.m. at City Hall, 2263 Santa Clara Avenue, Room 360, Alameda, California.
2. At the interview, the selection team will expect the Consultants to make a 10-15 minute presentation introducing the project manager, the team, and focusing on the Consultant Team’s proposed understanding and approach to the Proposed Scope of Work. The Project Manager and/or the Principal-in-Charge must be present for the interview/presentation. The signer of the proposal, if different from either of the above, should also be present. The presentation will be followed by a question and answer period by the selection team.
3. Upon completion of the interview process, the selection team will select a preferred Consultant Team. The City intends to execute the contract with the selected Consultant Team in a timely manner so that the contract can be approved by the City Council and the Consultant Team can commence work in January 2014.

The final selection will be based upon the following criteria:

- A. The Consultant Team’s proposed scope of work, its demonstrated understanding of the proposed project and the Alameda community, and its demonstrated ability to successfully complete the project in a timely manner.
- B. The Consultant Team’s past experience and results with similar projects, and the feedback received from reference checks made on the Consultant.
- C. The quality and experience of the Project Manager and key staff persons who will be working on the project on a regular basis.

D. The Consultant Team's proposed costs for the engagement and ability to deliver the proposed Scope of Work within their proposed schedule.

E. The Consultant Team's ability to meet the City's standard contract and insurance requirements.

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 all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City.

IV. PROPOSAL DUE DATE AND DELIVERY

One pdf copy and twelve bound paper copies of the Proposal, including any Addendums, clearly marked with "Response to Request for Proposals: Development Impact Fee Update and Nexus Study," should be submitted **by mail and email** no later than:

4:00 p.m. on November 6, 2013

to lgarland@alamedaca.gov and to the address below. All copies received by that time will be date and time stamped. Proposals will not be accepted after this time. Proposals should be addressed to:

Public Works
Attention: Liam Garland
City of Alameda
950 West Mall Square
Alameda, CA 94501

Proposals received by facsimile will not be accepted. Hand-carried proposals will be accepted at the above address.

A **voluntary pre-submittal conference** will be held on Thursday, October 31, 2013 from 9:00 am to 10:30 am in Conference Room 391 at City Hall, 2263 Santa Clara Avenue, 3rd Floor, Alameda.

V. 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 Proposals 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 Proposal requirements 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 Proposals. 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. Standard Contractor Agreement

A sample contractor agreement has been provided in an attachment for the bidder's review and comment. If a bidder wishes to take exception to any of the terms and conditions contained in the contractor agreement, these should be identified specifically and with the Proposal; otherwise it will be assumed that the bidder is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a bidder. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFP, and the successful bidder will be responsible for compliance. The City will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the Proposal. The contractor agreement will not be executed by the City without first being signed by the bidder.

D. Permits and Licenses

Bidder, and all of bidder's subcontractors, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services hereunder.

E. Bidder'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.

Questions

All questions regarding this RFP should be directed to Liam Garland, Administrative Services Manager, Public Works Department (lgarland@alamedaca.gov).

Attachment A: List of Locations of Key Documents

Attachment B: Proposed Scope of Work

Attachment C: Standard Consultant Agreement

Attachment D: City Fees

Attachment A: Document Locations

Citywide Development Fee (current)

http://alamedaca.gov/sites/default/files/department-files/2013-04-22/master_fee_2012-13.pdf at page 16

Alameda Point Documents

<http://alamedaca.gov/alameda-point/current-draft-documents>

General Plan with Housing and Transportation Element Updates

<http://alamedaca.gov/community-development/planning/general-plan>

Current Fiscal Year Budget Documents

<http://alamedaca.gov/finance/fy-2013-14-and-2014-15-annual-budget>

Attachment B: Proposed Scope of Work

The City has identified the following tasks for this project. These tasks are suggestive and intended as a general guideline. The consultant is encouraged to recommend alternative tasks, scopes, and services that may be appropriate. The City plans to bring the updated Development Impact Fee to the City Council for its action by September 2014.

Task 1: Develop Project Strategy

January 2014

Task 1.1 The consultant will review and consider the documents in Attachment A and/or others supplied by the City Team.

Task 1.2 The consultant will develop a list of development impact fees charged by surrounding and similar cities in Alameda County. This comparison should highlight what is included in these fees and, to the extent practicable, make comparisons of similar types of fees. This survey includes descriptions of different cities' processes for calculating impact fee credits earned for a project or being able to be transferred from one project to another.

Task 1.3 The consultant will convene two strategy sessions with the City Team to determine the project's direction, including fee categories (new, existing, and/or whether to include other City impact fees); develop a developers' credit process and policies; perform a special analysis of impact and mitigation fees required for the development of Alameda Point; and/or other items of strategic importance identified by the City and/or consultant.

Task 2: Hold Project Kickoff and Project Management Meetings Feb.-Sept. 2014

With a strategy in place, the Consultant and the City's Team will hold a kick-off meeting to discuss the project, deliverables, timetables, and tasks.

The Consultant will participate in bi-weekly (every other week) conference calls and/or meetings with City staff to report on progress and/or problems, and identify potential solutions and courses of action. Two days before these meetings and/or calls, the Consultant will provide an agenda of items to be discussed. Following each meeting/call, the Consultant will provide a summary of the discussion highlights and actions to be taken by the Consultant and City Team. The Consultant will provide the summary to the City staff team to ensure all are in agreement and understand tasks to be completed to avoid unnecessary delays in the project schedule.

Task 3: Data Collection

February-March 2014

Working closely with City staff, the Consultant will collect all data required to fully support the project, including existing and anticipated future development projections, a list of prioritized public improvements and other relevant information. City staff intends to provide or prepare draft estimates for all public improvements projects to be analyzed as part of the DIF. However, the Consultant must review and comment on the draft estimates based on their professional judgment and experience and, if needed, develop high-level cost estimates for a few public improvements based on comparable projects.

Task 4: Fee Calculation and Analysis

March-April 2014

The Consultant will develop a fee and fee credit model and calculate the supportable fees for each fee category consistent with the City's project strategy, as determined in Task 1. The Consultant and City Team will need to maintain a productive dialogue throughout the process to ensure methodologies applied to the various fees and associated credits are appropriate while ensuring the methodologies conform to the requirements of the applicable State law(s). This dialogue may result in adjusted or wholly new fee or credit methodologies. The analysis will also consider the existing Citywide Development Fee, other City impact fees, and the comparison of these impact fees to both surrounding and similar cities in Alameda County (and/or other cities with base conversions) to ensure reasonableness, consistency, and feasibility of the fees, the fee credit program, and projects proposed to be funded as part of the study, as prepared in Task 1.

Task 5: Prepare Administrative Draft Fee Update and Nexus Study May/June 2014

The Consultant will prepare and provide a comprehensive administrative draft, as well as technical reports for each fee category, including but not limited to, methodology, findings, supporting justification, recommended impact fees, recommendation for the elimination/consolidation of existing fees based on the creation of new fees, methodology for calculating and applying fee credits in each category, and calculations that provide the legal nexus between the fee recommendations and new development as required by law.

The Consultant will document all work assumptions, analysis procedures, findings, graphics, impacts, and recommendations, with technical documentation in appendices. The administrative draft and individual technical reports will include an executive summary and conclusion.

In general, the administrative draft will consist of a discussion of the framework, description of the project, applicable statutory/legal framework, methodologies used, analysis, a list of projects to fund and their prioritization by type, and fee and fee credit methodology recommendations.

The administrative draft will include strategies and options for policymakers to set fees below full cost recovery, and an analysis of how these options would result in the elimination of specific projects or types of projects from the proposed project list for each fee category.

The Consultant also will revise the administrative draft according to one set of consolidated comments on the draft reports from the City Team.

6. Prepare Public Review Draft Fee Update and Nexus Study June-August 2014

Based on Tasks 1 through 5, the Consultant will develop and then present a Public Review Draft in two outreach meetings to key stakeholders, such as members of the business community and developers, and one public hearing before the City Council. The purpose of these meetings is to solicit community and stakeholder input. The proposed budget should include a cost per meeting in case additional public meetings are necessary. The Consultant shall develop handouts for these meetings that summarize the findings and analysis from the Public Review Draft.

7. Final Update and Study and Adoption by City Council Aug.-Sept. 2014

After incorporating input from the community on the Public Review Draft, the Consultant shall prepare a final draft of the report. The Consultant shall make revisions based on one set of consolidated comments on the final draft from the City Team and shall review a draft of a proposed ordinance prepared by the City Team.

The Consultant will present the Final Update and Study to the City Council during a public hearing, and make revisions, if any, requested by the City Council. The Consultant will assist staff and participate in the presentation to Council if any additional follow-up Council meetings are needed to complete the City Council's adoption of development impact fees.

Attachment C

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2013, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and COMPANY NAME, a (California corporation, partnership, sole proprietor, individual) whose address is ADDRESS, hereinafter called the Consultant, 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. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- C. Consultant 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. City and Consultant desire to enter into an agreement for Development Impact Fee Update and Nexus Study, 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 _____, 2014, and shall terminate on the ____ day of _____, 2014, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant agrees to perform 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 Consultant acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to perform all tasks included therein.

3. COMPENSATION TO CONSULTANT:

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from the _____ fund.

Payment will be made by the City in the following manner: On the first week of each month, Consultant shall submit a written estimate of the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule in Exhibit B unless mutually agreed upon in writing. Extra work must be approved in writing by the City prior to performance and shall be paid on a Time and Material basis using Exhibit B schedule.

Total compensation under this contract shall not exceed \$XX,XXX.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals 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 nor have any contractual relationship with City.

6. INDEPENDENT PARTIES:

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, 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 Consultant'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 Consultant, 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 fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor 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. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

Indemnification:

Consultant shall indemnify, defend, and hold harmless 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 Consultant'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 Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

Indemnification For Claims for Professional Liability:

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. INSURANCE:

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant'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 by certified mail, Attention: Risk Manager." It is agreed that Consultant 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 as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Consultant 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 \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automotive liability coverage 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 Consultant in the amount of at least \$2,000,000.

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

If Consultant 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 Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant 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 and commissions, officers, and employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. 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 Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

11. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant 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:

Consultant 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 City. 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 by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. REPORTS:

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

16. RECORDS:

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, 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 for a period of three (3) years after receipt of final payment.

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 contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Attention: Liam Garland
Ph: (510) 747-7930 / Fax: (510) 769-6030

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

18. TERMINATION:

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

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 Consultant as provided herein. Upon termination of this Agreement, 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.

19. COMPLIANCES:

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

20. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting 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.

21. ADVERTISEMENT:

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

22. 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.

23. INTEGRATED CONTRACT:

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 Consultant.

24. INSERTED PROVISIONS:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

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.

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

CONSULTANT
(What type of Corporation)

CITY OF ALAMEDA
A Municipal Corporation

_____[Name of Consultant]_____
By _____
Title _____

John A. Russo
City Manager

Name
Title

RECOMMENDED FOR APPROVAL:

Robert G. Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney

Stephanie Garrabrant-Sierra
Assistant 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 CONTRACTORS 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

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

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

REF:

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

PRIMARY INSURANCE:

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

SEVERABILITY OF INTEREST:

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

WAIVER OF SUBROGATION:

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

NOTICE OF CANCELLATION:

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

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

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

SCHEDULE

Name of Person or Organization:

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

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

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

NOTICE OF CANCELLATION:

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

Attachment D

Impact and In Lieu Fees Collected by the City

Citywide Development Fees (Fund 340) - Accounts for revenues from Citywide Development Impact Fees required from certain new developments in accordance with State law, to be used to mitigate the impacts on the expansion and condition of public facilities imposed by new development. Fees fund various improvements or replacement categories such as public safety, parks, recreation, public buildings, traffic and other facilities.

Other Impact / In Lieu Fees

Police/Fire Construction Impact Fees (Fund 161) - Accounts for revenue from fees collected for police and fire service impacts resulting from new construction. Expenditures service the outstanding debt on the police station.

Construction Improvement Impact Fee - (Fund 164) Accounts for fees collected on new construction of real property. The amount of the tax is set by resolution. Expenditures support capital improvement projects and Public Works annual maintenance.

Dwelling Unit Tax Impact Fee (Fund 221) - Accounts for revenues collected from fees required of all new construction in accordance with State law. Monies are accumulated and appropriated for new park acquisition and development. By ordinance, a designated percentage is transferred to the Library Construction Fund and the Open Space Fund.

Parking In Lieu Impact Fee (Fund 223) - Accounts for the City's in-lieu parking fees, collected in-lieu of parking requirements for new construction. Expenditures include acquisition of land for parking, construction of new parking facilities, and improvements to existing off-street or on-street parking facilities, including landscaping, installation of bicycle lanes and paths, and installation of bicycle racks and lockers.

TSM/TDM Impact Fee (Fund 225) - Accounts for the revenue collected from developers for traffic mitigation fees to fund the implementation of the City Transportation System Management/Transportation Demand Management (TSM/TDM) programs. Expenditures support capital improvement projects related to traffic and transportation flow.

Citywide Pavement Restoration Impact Fee (Fund 226) – Accounts for fees received from developers for pavement restoration and street resurfacing following development construction.

Housing In Lieu (Fund 228) – Accounts for revenues from housing developers of nine units or less, as payment in-lieu of providing affordable units for purchase within their

development project. Expenditures support the creation of new affordable housing units citywide and for the down payment assistance program.

Affordable Housing In Lieu (Fund 266) - Accounts for housing impact fees assessed on all commercial developers. Revenues fund projects and programs that increase and improve the supply of low and moderate-income housing citywide.

Public Art In Lieu Fees (Fund 285) - Accounts for the collection of fees from developers for the acquisition and installation of public art on the development site, including placement of public art in new commercial, industrial, residential, and municipal areas citywide. Revenues represent only the fee portion assessed, since developers have the option of fulfilling the public art requirement by funding art installations and programs in the community independent of the City.

Transportation Improvement Impact Fees (Fund 350) – Accounts for funds derived from the construction improvement tax generated on Harbor Bay Island. Expenditures support the transportation improvement infrastructure agreement with Harbor Bay Isle, primarily with capital project support to the Harbor Island Ferry.