

Request for Proposals

for a Fixed Route Shuttle Service for the City of Alameda Paratransit Program

City of Alameda

March 9, 2017

Important Dates:

Proposal Due Date:	Monday, April 10, 2017
Selection Interviews:	Tuesday, April 18, 2017
Award of Agreement:	Tuesday, May 16, 2017
Projected Agreement Start Date:	Monday, July 3, 2017

Contact:

Victoria Williams, Paratransit Coordinator
Mastick Senior Center
1155 Santa Clara Avenue
Alameda, CA 94501
510-747-7513
ywilliams@alamedaca.gov

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I. INTRODUCTION

The City of Alameda ("City") is requesting proposals from qualified Providers to run a fixed route shuttle service for the City of Alameda Paratransit Program. The service is called the Alameda Loop.

A. Background.

Measures B and BB, the Alameda County one-cent sales tax for transportation, provides a dedicated funding source to local jurisdictions for non-mandated, locally based paratransit services for individuals with disabilities and for seniors, which are not required under the Americans with Disabilities Act (ADA). The City of Alameda uses these funds to supplement East Bay Paratransit (EBP) and to reduce transportation gaps experienced by individuals with disabilities and by seniors by providing taxi services, the Alameda Loop fixed-route shuttle service, group trips and a scholarship program.

In 2009, the City Council approved the initiation of the Alameda Paratransit Shuttle service with the goal of reducing motor vehicle trips by seniors and by individuals with disabilities and of reducing the dependence on paratransit taxi services within the City. The shuttle service is open to the public yet the primary purpose of the shuttle is to serve individuals with disabilities and seniors by providing access to shopping destinations and medical facilities around the City. The driver may assist riders with boarding and exiting the shuttle, securing wheelchairs and carrying up to five bags or a folding shopping cart. The shuttle operates from 9:00 a.m. to 4:00 p.m. on Tuesdays, Wednesdays and Thursdays. Currently, the shuttle has a one-hour frequency, which will change to a 30-minute frequency starting next fiscal year – July 3, 2017. For more information on the shuttle service, please refer to <http://www.alamedaparatransit.com/services.html>.

On November 30, 2009, a Request of Proposal (RFP) was called and an agreement was entered into between the City and MV Transportation, Inc. on March 22, 2010. The shuttle service started in April 2010. Given the success of the shuttle service, staff issued another competitive RFP in 2013, and entered into an agreement with MV Transportation, Inc. on July 1, 2013.

City staff is issuing this RFP since it is City policy to issue a call for competitive bids every three years for projects or programs totaling \$75,000 or more per year, . This RFP shows an increase in shuttle service frequency from the current one hour to every 30 minutes. The higher frequency shuttle service will reduce waiting times of shuttle riders. The name of the shuttle service also is changing from “Alameda Paratransit Shuttle” to “Alameda Loop.” This new name is preferred by the paratransit survey respondents, and will encourage all types of riders while still targeting seniors and individuals with disabilities.

B. Contract Requirements.

The City desires to obtain the services of an outside Provider to run a fixed route shuttle service transporting eligible seniors, people who have disabilities and the general public to destinations within the City of Alameda. The selected Provider will offer the full range of services including:

1. Provide a regular fixed route weekday service on three days a week for a minimum of seven hours per day. The City will specify the days of the week and determine the hours of operation; however, the current schedule is expected to continue. If the days of operation fall on a holiday, it is anticipated that the shuttle service will not be in operation.
2. Provide 30-minute frequency during days of operation. Any route revisions will be finalized with input from the Provider regarding the operational needs of the Alameda Loop service.
3. Ensure that the shuttle reaches established stops within ten minutes of the advertised schedule. Vehicles should never depart a shuttle stop prior to the time indicated on the advertised schedule.
4. Provide regular maintenance of the shuttle, both mechanically and aesthetically as per the requirements in the Scope of Work (Exhibit A).
5. Ensure that the two vehicles are lift-equipped, low-floor shuttles capable of accommodating two passengers in wheelchairs. They must be environmentally-friendly, and must have bike racks and on-board cameras installed. Backup vehicles with similar capabilities shall be available in case of breakdowns.
6. Provide dedicated, qualified and trained drivers to the service.
7. Provide customer service to riders who may require assistance as per the requirements in the Scope of Work (Exhibit A).
8. Submit operational and financial reports.

II. SCOPE OF SERVICES

Exhibit A is a list of major work tasks that should be accomplished as part of the scope of work.

III. PROPOSAL FORMAT

All proposals shall include the following minimum information:

A. Approach.

A short discussion of the intended approach to the project that demonstrates the proposer's understanding of the issues and tasks and the proposer's ability to address them.

B. Description of Organization, Management and Team Members.

A description of the organization and a work plan that identifies the personnel to be assigned to each task. The organization description should identify who will be the project manager and the day-to-day contact person for the job, and should provide an organization chart.

C. Qualifications.

Provide an outline of the qualifications indicating relevant background experience and capabilities for this work. A list of major contracts, both ongoing and planned, to which the proposer is committed during the time frame of this project should be provided along with the staff resources devoted to those contracts.

D. Scope of Work.

The proposer should include a refined scope of work by developing a description of the project tasks and any changes, additions or recommendations proposed. The proposal should explain how the proposer plans to approach and complete the tasks. The proposer must demonstrate that they understand the magnitude and importance of the work, and must include the proposed fleet and the following procedures: service monitoring, complaints, reporting, maintenance, citations, safety, training and facility.

E. Project Schedule.

The contract is anticipated to start by July 1, 2017 and be completed by June 30, 2018. This contract may be mutually amended on a year-by-year basis, to add up to three years, based on the sole discretion of the Base Reuse and Transportation Planning Director, based in part on satisfactory performance of all aspects of this contract. The Base Reuse and Transportation Planning Director may submit written notice that the contract is to be extended at the same terms and costs as the existing contract, except as provided herein.

F. Proposed Budget.

Indicate the costs and hours for the total contract and per hour of operation basis. Prices quoted must be binding until June 30, 2018. In addition to other items mentioned in the Selection Process below, it is anticipated that the per hour of operation cost would be used in comparing the cost of services for each proposer.

G. References, Related Experience and Examples of Work.

Include client references with phone numbers for relevant work. Specify the client, location, proposer members and participating individuals and role on team (principal, project manager, driver, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed.

H. Proposal Cover Page.

Include the following information on proposal cover page:

PROPOSAL COVER PAGE

CITY OF ALAMEDA - MEASURE B & BB PARATRANSIT SERVICES

ORGANIZATION:

YEARS IN BUSINESS:

BUSINESS ADDRESS:

CITY/STATE/ZIP:

MAILING ADDRESS:

CITY/STATE/ZIP:

PHONE:

E-MAIL:

CONTACT NAME & TITLE:

PROPOSAL CHECKLIST – THE FOLLOWING INFORMATION MUST BE PROVIDED IN YOUR PROPOSAL:

- ___ **QUALIFICATIONS & EXPERIENCE**
- ___ **CLIENT REFERENCE LIST**
- ___ **ORGANIZATION CHART & STAFFING PLAN**
- ___ **SUBCONTRACTORS**
- ___ **PROPOSED FLEET**
- ___ **SCHEDULING**
- ___ **SERVICE MONITORING PROCEDURES**
- ___ **COMPLAINT PROCEDURES**
- ___ **REPORTING CAPABILITIES**
- ___ **MAINTENANCE PLAN**
- ___ **CITATIONS**
- ___ **SAFETY AND TRAINING PROGRAM**
- ___ **FACILITY DESCRIPTION**
- ___ **PROOF OF INSURANCE**
- ___ **COST PROPOSAL**

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

NAME

TITLE

DATE

TELEPHONE NUMBER

E-MAIL

IV. SELECTION PROCESS

A. Qualifications.

All proposals received by the due date will be evaluated by the City. Only information that is received in response to the RFP or any subsequent interview will be evaluated. The City will judge the responses of each proposing firm in several critical areas. Selected proposers may be invited to an oral interview.

B. Selection Criteria.

The City will select the most qualified proposal based on the following factors. Responses to the RFP should address the qualities and indicators that are listed below:

1. Ability of the Provider to Design an Approach and Work Plan to Meet the Contract Requirements.

An assessment of the overall quality of the proposal. Qualities and indicators that will receive consideration include the proposer's performance in converting the Scope of Services into a work plan; the detail and clarity of the discussion as to the proposer's approach to undertaking the project; the proposer's performance in identifying any special problems or concerns that may be associated with the project and preliminary ideas about how these obstacles should be addressed; the inclusion of any unique approaches that are designed to save time and money or increase the benefits or effectiveness of the proposed work; and the demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations that relate to the project.

2. Ability of the Proposer to Carry Out and Manage the Proposed Contract.

An assessment of the past experience of the Provider in general. Qualities and indicators that will receive consideration include the number and types of relevant projects the Provider or its employees have successfully completed; the variety of clients and a demonstration of the Provider's ability to undertake this contract; the Provider's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.

3. Capabilities of the Provider.

Assessment of the capabilities of the Provider and individuals that will be engaged in the project. Qualities and indicators that will receive consideration include what professionals will be doing/working on each task; the various professional, technical achievements and registrations of each Provider and individuals involved; the applicable experience of the proposed assigned staff and the specific experience gained from similar clients.

4. Current Workload of Provider.

An assessment of the perceived ability of Provider to devote the necessary human resources and management attention to the project. Qualities and indicators that will receive consideration include the number and size of the projects presently being performed by assigned staff; the status of existing clients; and the past ability of the Provider to deliver projects on a timely basis.

5. Proximity to the Project Involved for the Proposer or Team.

The application of this criteria shall include an assessment of the geographic proximity to the City; the location of the office from which the proposed project will be administered; the perceived response time and general availability of the proposer's management to be on site; the perceived effect that project management location will have on price and the ability of the contract to be expedited on a timely basis; and the availability of special travel or communication plans that would effectively mitigate difficulties associated with location.

6. Willingness to Comply with the Proposed Agreement Terms.

A sample Provider Agreement is attached (Exhibit B). Proposals will be rated based on the exceptions taken to the proposed contract.

7. Cost of Proposal

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

C. Proposed Selection and Project Schedule.

Proposal Due Date:	Monday, April 10, 2017
Selection Interviews:	Tuesday, April 18, 2017
Award of Agreement:	Tuesday, May 16, 2017
Projected Agreement Start Date:	Monday, July 3, 2017
Project Completion:	June 30, 2018 (with a potential for annual contract renewals to add up to three years)

D. Award of Contract.

It is anticipated that any award of an agreement for services will be made by the City Council on Tuesday, May 16, 2017.

V. PROPOSAL DUE DATE AND DELIVERY

Five sealed copies of the proposal, clearly marked with the project description, should be submitted no later than:

Monday, April 10, 2017 at 2:00 p.m.

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:

Victoria Williams, Paratransit Coordinator
Mastick Senior Center
1155 Santa Clara Avenue
Alameda, CA 94501
510-747-7513
ywilliams@alamedaca.gov

FAXed or electronic proposals will not be accepted. Hand carried proposals will be accepted at the above address.

VI. 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. Furthermore, the City makes no representations that any agreement will be awarded to any Provider submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto. The City also reserves the right to reject any subconsultant or individual working on a service provider team and to replace the sub-consultant or individual with a mutually acceptable replacement. Any changes to the proposal requirements will be made by written addendum.

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 Provider responding to the request. The person or Provider 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 Provider. All submitted material becomes the property of the City of Alameda. The selected lead Provider will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected Provider will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

C. Validity.

The Provider agrees to be bound by its proposal for a period of 90 days commencing on Monday, April 10, 2017, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

D. Standard Provider Agreement.

A sample Provider Agreement has been provided as Exhibit B to review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the Provider agreement, these exceptions should be identified specifically; otherwise, it will be assumed that the proposer 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 proposer. 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 proposer 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 Provider Agreement will not be executed by the City without first being signed by the Provider.

E. Permits and Licenses.

Provider, and all of the sub-consultants, at its 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 and permitted shuttle vehicles, which will be required in connection with the performance of services hereunder.

F. Oral and Written Explanations.

The City will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all proposers who received Requests for Proposals.

G. Proposer'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.

H. Deliverables.

One copy of ridership data is required each month.

I. Restrictions on Lobbying.

The Agreement will be subject to 24 CFR 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 that award, making, entering into, extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or agreement.

J. Insurance.

General Liability, Automobile, Professional Liability and Worker's compensation insurance are required in the amount set forth in the attached sample Provider Agreement.

ATTACHMENTS:

Exhibit A - Scope of Work

Exhibit B – Example of Standard Provider Agreement

Exhibit A - Scope of Work

1. Paratransit Work Scope

Provider agrees to perform the services described below.

2. Program Overview

The Alameda Loop is designed to provide fixed-route transportation services targeting seniors, individuals with disabilities and the general public as described in the Introduction above.

Shuttle stops and route may change within the contract period to meet demand and funding availability. Changes will be made in consultation with the Provider. The City shall be solely responsible for the identification, design, placement and maintenance of any fixed-stop locations.

Service Area:	City of Alameda
Days of Operation:	Tuesday, Wednesday, Thursday
Hours of Operation:	9:00 a.m. – 4:00 p.m. (no stop in service for lunch/breaks)
Holidays:	Service does not operate on approximately 5 City holidays/year
Eligibility:	General Public
Reservations:	None required, walk-on passengers
Fare:	Free
Accessibility:	Lift Equipped Wheelchair Accessible
Number of Vehicles:	(2) Buses
Capacity:	(Each) 2 Wheelchairs, + Ambulatory
Route:	30 Minute Loops
Available Funding:	Measure B/BB Base Grant

3. Client Eligibility and Hours of Service

The City will develop criteria regarding eligibility to use the Alameda Loop. Provider will provide service to an eligible passenger, his/her attendants and his/her service animal, where applicable and to the general public.

The City has opened the shuttle to the general public. At City discretion, adjustments may be made to this policy and, if necessary, the Alameda Loop may revert back to only serving seniors and individuals with disabilities.

The Alameda Loop will operate three days per week, throughout the year for 21 hours per week. Specific days and hours of service may be changed by the City in response to the number of riders using the service or unforeseen changes in Paratransit Program funding availability. Such revisions must be delivered to Provider in writing, with at least 14 calendar days' advance notice of such change.

4. Route and Schedule

The service will operate along a route to be determined by the City, located within Alameda and possibly to Oakland. Route revisions will be finalized with input from the Provider regarding the operational needs of the Alameda Loop service.

5. Shuttle Stops

Shuttle stop locations will be identified by the City. All improvements and amenities associated with shuttle stops are the responsibility of the City.

6. Service Performance Standards

The Alameda Loop service will be operated in accordance with the Service Performance Standards described below. The Service Performance Standards may be revised by the City to improve the program or in response to fluctuations in available funding. Such revisions must be delivered to Provider in writing, with at least 14 calendar days' advance notice of such change.

On-time performance

- For 90 percent of trips, vehicles should arrive at the established shuttle stops within 10 minutes of the advertised schedule. Vehicles should never depart a shuttle stop prior to the time indicated on the advertised schedule.

Accidents and incidents

- All accidents and incidents, vehicular and non-vehicular or any injury to program participants or employees serving under this Agreement must be reported to the City. All incidents must be reported to the City within 24 hours of the incident or first work day after a weekend or Holiday.
- Written incident reports with investigation results and actions taken are due to City within 7 days of incident.

Response to Customer Complaints

- All verified complaints must be documented in writing with outcome of investigation and actions taken and are due to City within four business days.

Vehicle Appearance

- All vehicles used for the Alameda Loop must not begin service without first being cleaned to the standards outlined in the scope of work. The two main buses shall be wrapped with the Alameda Loop name and branding.

Preventative Maintenance Inspections

- Preventive Maintenance Inspections (PMIs) must be completed within 10 percent of scheduled interval (3,000 miles).

Vehicle Inspections and Operations

- A 3rd party mechanic approved by the City must inspect each vehicle used for service and deemed "safe and roadworthy".
- No vehicle shall be used to deliver service that does not have properly operating wheelchair lifts and air conditioning/heating units. If failure of these items occurs during the course of delivering service, the vehicle must be removed from service and remain out of service until needed repairs are completed.

Uniform Requirements

- All drivers must be in a uniform approved by the City, and wear visible identification badges, while on duty.

Submittal of Reports

- The Provider shall make available to the City specified operations or financial reports no later than five business days upon receiving the request for said reports.

Safety Training

- Provider's vehicle operators must complete driver training and attend monthly safety meetings.

City Policies and Procedures

- Provider must follow City written policies and procedures, and ensure that all personnel are aware of policies and procedures as it pertains to their respective areas of responsibility.

7. Administration and System Planning

The City's Paratransit Coordinator (or other authorized City representative) shall be responsible for administering the Alameda Loop Agreement and for evaluating Provider performance under this Agreement. Provider shall designate a representative who will serve as the primary contact for correspondence and communication pertaining to this Agreement. The Provider shall maintain a telephone system and email address to facilitate communication between the Provider and the City.

Provider will coordinate, manage, and control all administrative and analytical functions to provide safe, efficient, cost-effective services. Provider will develop and maintain all documents and records pertaining to service standards and performance, including vehicle acquisition and maintenance, staff training, financial records, and service utilization data.

It is intended that the City and Provider will work collaboratively to develop solutions to evolving programmatic needs and other challenges. To that end, periodic meetings between the City and representatives from Provider will be scheduled to evaluate performance, identify challenges to performance, and troubleshoot proposed solutions.

8. Client Confidentiality

All client information must be kept confidential by Provider, and must not be used for any purpose other than to provide services under this Agreement.

9. Advertising and Promotion

The City will be primarily responsible for program development and service promotion. The Provider's role in the marketing and customer service shall include:

- Display of signage (bus wraps) on all vehicles used to provide service under this contract as specified by the City;
- Cooperate with City's marketing efforts;
- Answer basic questions about the service schedule and route and connections to other Bay Area Transportation;
- Route guides/schedules shall be kept available on all buses; and
- Assist in distribution and collection of surveys and other pertinent data as required by the City.

10. Fare Collection

The fixed route Paratransit Program will operate at no cost to eligible riders. In the future, the

City may choose to charge passengers for use of the shuttle. In this situation, the Provider will be responsible for fare collection, safe guard and reconciliation. The City will compensate the Provider separately for fare processing costs, if fare collection is required by the City. The City will be responsible for setting the fare amount and all fare revenue must be paid to the City monthly.

11. Adjustments to Service

The City may make adjustments to the service offered during the term of this Agreement. The City expects to work closely with the Provider on such modifications to provide efficient and responsive service. No operational changes that affect trip-scheduling, hours of operation, response time or any other characteristic of the Alameda Loop service may be made by the Provider without the prior written approval of the City.

The City may at any time, request changes within the general scope of this Agreement. If any such change will cause an anticipated increase in the cost of, or the time required for, the performance or any part of the work under this Agreement, or an anticipated increase or decrease in Provider's annual revenue hours by more than ten percent, the City shall make an equitable adjustment to Provider's rate and the Agreement will be amended accordingly by written amendment.

12. Financial and Operational Reporting Requirements

Formats for billing and record-keeping may be instituted at the request of either party, provided the parties are mutually agreeable to the format(s). Provider must submit all performance reports and invoices for payment in a timely fashion. Invoices are due on a monthly basis for services provided during the preceding month. Such reporting will include, at least, financial records related to the delivery of services and operating service statistics that will include, but will not be limited to, data required by the Alameda County Transportation Commission. Service Invoices for payment shall contain, at minimum, the number of service hours billed for shuttle service, and the revenue hour reimbursement rate.

13. Daily Report for Shuttle Program

For each day of operation, Provider shall submit a report to the City including the following information:

- Number of riders boarding at each location
- Whether a rider used a wheelchair
- Whether passengers were turned away due to insufficient seating for ambulatory or wheelchair users.

14. Licensing, Permits, and Certification

The Provider shall maintain all required State and local permits and ensure that all drivers are properly licensed for the service they are providing. Provider must also maintain valid applicable State and local business licenses. The Provider is responsible for all equipment, facilities, personnel and other program elements to operate in conformance with applicable local, state and federal laws.

15. Facilities, Equipment, and Services

Provider will furnish all facilities, equipment, and services required in the operation and management of the Alameda Loop Service. Provider must supply and maintain a safe and clean operations and maintenance facility to adequately accommodate all operational requirements for the Alameda Loop Service. City shall be notified at least 30 days in advance of any change of facility location. The City maintains the right to inspect the facility before and during the contract period.

16. Personnel

The Provider is solely responsible for complying with all applicable employment laws, and for hiring, firing and supervising all employees utilized to carry out the services provided under the Alameda Loop Agreement. Provider will be solely responsible for the satisfactory work performance of all its employees and for payment of all its employees. Provider shall hold harmless the City of Alameda from any liability, damages, claims, costs and expenses of any nature arising from all violations of its personnel practices. The Provider must maintain an up-to-date personnel roster and upon the City's reasonable request, remove any personnel assigned to the City-funded project. The Provider will submit a staffing plan and the resume of the proposed project manager to the City for prior approval. It is preferred that dedicated drivers be assigned to the Alameda Loop to gain the understanding of the Alameda Loop users.

Project Manager: The Provider must designate and provide the services of a Project Manager. The Project Manager will have overall responsibility for the services delivered under the Agreement. The Project Manager may designate an Operations Manager to oversee the day-to-day service delivery functions. The Project Manager, or a backup staff person with the authority to make decisions, must be available in person, via email or by telephone to make decisions at any time during operational hours. The Project Manager should have a minimum of three years' experience in paratransit management. The Provider must notify the City immediately if the Project Manager is replaced. If it becomes necessary to replace the Project Manager, the Provider must identify a qualified interim Project Manager who will serve until such time that the Project Manager may be permanently replaced.

Customer Service and Dispatch Staff: The City's fixed route program does not use a reservations system; however, Provider must provide sufficient personnel to respond to rider calls including calls from shuttle riders requesting the location of the shuttle when running behind schedule and to contact vehicle operators as necessary. Staff must be adequately trained for their tasks; must be sensitive to the special needs of older adults and persons with disabilities; and must exhibit patience and compassion even in the face of occasional abusive or unreasonable behavior exhibited by program participants.

Vehicle Operators: Provider is responsible for verifying and maintaining documentation that all vehicle operators are qualified and appropriately licensed before those drivers are assigned to the City's program(s). Training documentation must include the Provider's safety and training program, and vehicle operators must possess a valid California driver's license of the appropriate classification for the type of vehicle to be driven, as well as any other licenses or certifications required by applicable federal, state, or local regulations.

Provider must also comply with all enforceable requirements of the Drug Free Work Place Act of 1988 and U.S. Department of Transportation drug testing regulations. The Provider must verify to the City, upon request, that all drivers have received and passed the training required in this Agreement. The Provider must also participate in and be responsive to information and updates provided through the California Department of Motor Vehicles' Pull Notice Program (Sect. 1808.1 CVC). Provider shall notify the City of any action taken against any City of Alameda Loop driver based on his/her record.

The Provider will be responsible to comply with all requirements of the Federal Transit Administration (FTA) regarding the testing of safety sensitive employees for drug and alcohol use. Complete compliance includes, but is not limited to, the adoption of required policies, implementation of a random testing program, employee training, record keeping and reporting. The Provider will maintain a file documenting full compliance and the City shall reserve the right to access this file and audit Provider compliance. The cost of compliance is the responsibility of the Provider.

Before hiring or assigning a driver, the Provider will have completed a criminal background check on the individual. This check will be conducted through the Provider's background check process and shall also include a background check using "Live Scan" or equivalent service provider using the California Department of Justice database. No person who has been convicted of any felony or a misdemeanor for a crime against a person (including but not limited to murder, attempted murder, assault, sexual assault, or battery) shall be assigned to service or deliver service under this contract. As used in this paragraph, "convicted" includes a jury verdict, a determination of guilt after a trial by judge, a guilty plea or a plea of nolo contendere or no contest. The Provider, to the best of their knowledge, will notify the City of any such charges brought after a driver is employed. If the City desires a national or FBI background check, Provider will submit fingerprint cards to the City's police department, who will conduct the background check. Should a national or FBI background check request by the City, to be conducted by the City's police department, incur an anticipated cost to the Provider for an item that is above and beyond the production of fingerprint cards, the Provider may recuperate the cost from the City by submitting the backup paperwork for the incurred costs.

No driver assigned to the Alameda Loop service shall have had a conviction for DWI or DUI. No driver shall be employed or assigned a bus shift who has had more than five points against their driver's license within the past three years or has received six or more substantiated service complaints.

Drivers must be licensed for a minimum of three years; be able to read, write, speak, and understand English.

Drivers shall be required by Provider to wear uniforms and identification badges that are approved by the City. Drivers will at all times maintain proper grooming and personal hygiene. All drivers must have accurate timepieces available at all times during vehicle operation.

Drivers shall at all times bear in mind that safety is of utmost importance.

Vehicle operators must offer and provide assistance to passengers, when necessary, to help them safely get into and out of the vehicle. When requested, drivers will carry up to five bags of groceries, or a folding shopping cart or similarly sized packages to or from the vehicle. Additional special assistance may be required of the driver dependent upon riders' respective disabilities.

Vehicle operators will provide assistance to passengers who require assistance in securing their seat belts and will ensure that wheelchairs and other mobility devices are properly secured on the vehicle.

Drivers are not permitted to enter a passenger's home, nor shall drivers lift or carry a passenger. Passengers unable to walk independently must be able to use the necessary assistive devices independently (driver assistance may be provided) to enable him/her to get to and from the vehicle. If a passenger requires assistance that exceeds the limitations described above, it is the passenger's responsibility to arrange for that assistance from someone other than the driver, i.e., from a personal attendant or other person. If, in the driver's opinion, a situation presents a potential safety hazard, either to the passenger, the driver or to another party, the driver is required to contact dispatch and a determination will be made in consultation with Provider management staff whether to refuse to assist or transport the passenger. In this instance, an incident report should be completed and filed in accordance with the Provider's Standard Operating Procedures, with a copy submitted to the City.

Drivers shall conduct self and operate assigned vehicles in a safe, professional and courteous manner at all times. To that end, the Provider shall employ a proven driver incentive program to reward excellent driver performance.

Maintenance Manager, Mechanics and Vehicle Service Workers: Provider's Maintenance Manager will ensure that maintenance tasks, including preventative maintenance, vehicle cleaning/detailing activities, vehicle repair scheduling and completion, and maintenance tracking, are performed to standards set by the City and applicable regulatory agencies. Provider will employ qualified Mechanics who will maintain and repair vehicles and Vehicle Service Workers who will be responsible for cleaning and fueling service vehicles. Vehicle maintenance and repairs will take place at Providers facility and not on public right of way.

Road Supervisors: Provider's Road Supervisors will respond to specific issues and incidents that occur while the vehicles are away from the facility. In the event of an accident, Provider's Road Supervisor will immediately report to the scene to coordinate the safe transfer of passengers if the vehicle is damaged and ensure that mandated drug and alcohol testing is performed. Additionally, Road Supervisors will conduct routine fieldwork to review and evaluate driver safety, overall performance, provide ongoing driver training and monitor schedule adherence.

Vehicle Dispatching and Telephone Systems: Provider shall be responsible for all scheduling, dispatching and transportation functions. Provider must maintain the capacity to receive and provide information and other correspondence by telephone or emails. The telephone system

utilized must provide a means for the caller to leave a message and indicate the timeframe within which the call will be returned. Provider's staff will check the voice mail messages frequently throughout each day to ensure that calls are returned in a timely manner.

Regularly assigned drivers and dispatch staff, including trained back-up personnel, must be available to ensure consistent and reliable service in all aspects of program operation. Similarly, an optimum number of vehicles must be in use to ensure that "Service Performance Standards" are met, while minimizing excess and duplication whenever possible.

The Provider is responsible for the maintenance of all communication systems required in the operation of this service.

17. Vehicles and Vehicle Maintenance

Provider agrees that vehicles that are used to provide general public taxi service may not be used to fulfill this Agreement. At any time, should the City desire, the City may request additional inspections of any vehicles used to provide the service to be conducted by a qualified third party mechanic, certified by the California State Bureau of Automotive Repair (BAR). The City will be responsible for the cost of these additional inspections.

The Provider agrees to provide a minimum of two vehicles and back-up vehicles under this Agreement. Provider will make no substitution of equipment without the prior written approval of the City. Any agreed upon changes to the vehicle fleet must meet the City's Paratransit Program's inspection and maintenance requirements.

The Provider must provide to the City, upon request, a detailed description of the vehicles that are used to provide service under the agreement including: current condition, year, make, model, mileage, number of seats and number of wheelchair tie-downs. All vehicles must meet the following general requirements:

- All service vehicles must be lift-equipped, with proper tie-down equipment, including regular seatbelts, to safely secure all passengers.
- Service vehicle must be younger than 8 years old, with original odometer readings of less than 150,000 miles.
- All vehicles must run on gasoline or cleaner fuels, as required by the California Air Resources Board. The City prefers compressed natural gas vehicle or cleaner vehicle.
- The City prefers a low-floor shuttle.
- All vehicles must provide effective air conditioning and heating systems.
- All vehicles must be equipped with two-way radios or cell phones, which afford contact with the vehicle during all hours of operation.
- All vehicles must be identified with Measure B/BB funding and other program signage.
- All vehicles must be equipped with first aid kits, fire extinguisher, warning flares/triangles, on-board camera and bike racks.
- Vehicles must be free of all advertising material not specifically authorized by the City.
- Vehicle must be capable of accommodating up to two passengers in wheelchairs.

The Provider will pay for the initial and quarterly safety inspections of each vehicle on the City's approved fleet list. If any vehicle from the approved list provided to the City is replaced prior to a scheduled quarterly inspection, the Provider shall be responsible for the payment of

the inspection of said replacement vehicles. The Provider will be responsible for all costs associated with repairs and subsequent inspections that are required to make any vehicle pass the safety inspection. No vehicle shall be used to provide service under this agreement that has not passed the City's safety inspection standards, unless otherwise authorized by the City in writing.

The Provider is responsible for the provision, operation, maintenance and repair of all of the vehicles used to provide services under this agreement. Provider's preventive maintenance program must be, at minimum, in accordance with the manufacturer's maintenance guidelines and schedules. The Provider's preventive maintenance program shall be approved by the City, and occur every 3,000 miles or ninety days, whichever occurs first. The Provider shall provide a signed work order for each service performed. Completed work orders should be retained by the Provider for two years after the disposal of the vehicles, and made available to the City upon request.

Every vehicle operated by the Provider for this agreement, which is subject to Section 34500 of the California Vehicle Code, must comply with said Code. This requires the operator to enroll in the California Highway Patrol Biennial Inspection of Terminal (B.I.T.) Program. The Provider shall supply proof of compliance with the B.I.T. Program for all applicable vehicles and copies of inspections shall be submitted to the City upon completion. Complete information on the B.I.T. program can be obtained by contacting: California Highway Patrol, Golden Gate Division, Motor Carrier Safety Unit, 1 (707) 648-4180.

All vehicles used to provide service under the Alameda Loop Agreement that are not subject to Section 34500 of the California Vehicle Code, must undergo quarterly inspections by a third party certified mechanic approved by the City. These inspections will be conducted to verify the safety and condition of each vehicle. Service documentation will be provided to the City upon request. The Provider will cover the costs for these quarterly inspections and will be responsible for the cost of any and all required repairs and inspection of vehicles.

The Provider shall retain daily vehicle condition inspection reports (13CCR, 1215C or approved equivalent) for up to two years and make them available to the City upon request. The Provider will be required to use a written safety checklist on a daily basis for each vehicle prior to using that vehicle for service. These shall be made available to the City upon request. In addition, the Provider will thoroughly clean the exterior and interior of each vehicle at least every seven days, and more frequently when needed, to maintain a clean appearance while in service.

Provider's vehicle operators will conduct and record daily pre-trip and post-trip inspections on all vehicles used in conjunction with the agreement.

The Provider will inspect and cycle wheelchair lifts daily and at preventive maintenance intervals to ensure that lifts are in good working condition at all times. Provider will pull vehicle from service if lift fails during daily inspection or while in service. Provider will repair non-operable lifts and ensure that vehicles are not returned to service until the lift is properly functioning.

Within 14 days of execution of this Agreement, Provider shall submit for City approval the vehicle cleaning schedule to be used during the term of this Agreement. The Provider shall retain daily vehicle condition inspection reports, in a form acceptable to the City, for up to two years and make them available to the City upon request.

The Provider will have all vehicle repairs, defects, or discrepancies, as identified in unsatisfactory quarterly or daily inspections, preventive maintenance inspections, or any additional inspections requested by the City, corrected and documented as corrected before vehicles are returned to service. All documentation related to safety inspections and repairs must be kept on file by the Provider for each vehicle and retained for two years. A legible copy of the last vehicle inspection report shall be carried on the vehicle. All documentation pertaining to vehicles' condition will be made available to the City upon request.

If vehicles are not maintained in a satisfactory manner, the City may require the Provider to implement a plan, at Provider's cost, for using an auto repair vendor that is unaffiliated with the Provider. This vendor would be responsible for maintaining and repairing all vehicles used to deliver service under the City's Paratransit Program.

If the Provider receives an unsatisfactory rating/report from the California Highway Patrol (CHP), or from certified mechanic approved by the City, the Provider must immediately inform the City and document the steps to be taken to restore the vehicle(s) to safe operating condition.

Provider may propose to use alternative vehicles (provided they meet the City's standards under this Agreement) to reduce costs and achieve economies of scale.

18. Safety and Training Program

The Provider is responsible for the safety of all passengers and operations personnel. The Provider must comply with all applicable local, state, and federal regulations. The Provider shall develop and implement a formal safety and training program for all Provider staff. Training curriculum and protocols, including all updates, will be subject to final approval and amendment by the City. Documentation that all vehicle operators and other pertinent personnel have undergone and passed the City-approved safety and training program must be maintained and provided to the City upon request. The safety program may include use of video monitoring in vehicles.

The scope of training for Provider staff assigned to the Alameda Loop will include, but not be limited to, good customer relations and basic customer service philosophy, an understanding of the Alameda Loop operating procedures and service policies, data recording, and management reporting requirements as well as specific job responsibilities and procedures.

Drivers must be fully trained in defensive driving and vehicle handling and in the special skills required to provide transportation to older adults and persons with disabilities. Drivers will require eight hours minimum National Safety Council Defensive Driving Course or equivalent.

Drivers will need to know how to properly assist passengers in wheelchairs going up and down curbs or stairs, and with boarding and alighting from vehicles as well as with tie-downs.

Drivers must also be familiar with the proper use of seat belts, wheelchair tie-downs, First Aid, and CPR.

Drivers are required to have a minimum of 12 hours of in-service driving instruction with a qualified driver trainer. This training will be designed to familiarize the driver with: the service area road network; how to read and understand the schedule and manifest in the field; the location and approach to the designated bus stops; the organization of pick-ups and drop-offs; key trip origins and destinations; and safe operating procedures.

The Provider must evaluate each driver's individual skill every six months.

The Provider must verify to the City, upon request, that all drivers have received and passed the training required in this Agreement.

19. Accident, Emergency, and Incident Procedures

Provider assumes all liability for accidents, worker compensation claims, etc., including defined costs, and damages arising from the performance of the Alameda Loop Agreement. Further, assessments may be levied in accordance with the "Service Performance Standards," as indicated.

The Provider is required to have an accident and emergency notification program that keeps the City notified of accidents or emergencies and the progress of claims that will assure the City that claims are promptly and fairly handled. At the minimum, all emergencies and accidents, both vehicular and non-vehicular, and any injury of any degree to program participants must be reported orally to the City as soon as the situation is stabilized, but no later than 24 hours after the occurrence of the incident. All oral reports must be followed by a written report within 48 hours of the initial report. The Provider assumes all liability for accidents, worker compensation claims, etc., including defined costs, and damages arising from the performance of the Agreement.

If, at any time, a situation presents a potential safety hazard, the driver is required to immediately consult with supervisory staff to decide whether to refuse to assist or transport the passenger. In such instances, an incident report should be completed and filed in accordance with the Provider's Standard Operating Procedures, with a copy submitted to the City.

In the event of injury, accident or other emergency on board a vehicle, the driver shall follow Provider's established policies, immediately report the incident to the dispatcher, and request direction and assistance, as necessary. Incident Reports shall be retained on file, including police reports, and shall be submitted to the City.

Each driver who causes a preventable accident must undergo retraining as soon as possible following the accident. Drivers will not be placed back into service until the investigation is completed and retraining is successfully completed.

20. Data Collection and Reporting

The Provider will collect and maintain all operating and performance data required by the City. All reports or background data will be certified by the Provider to be accurate. The Provider shall collect and maintain completed daily driver manifests and dispatch logs. This will provide the base data for the monthly and annual performance and operating reports. The Provider will maintain a set of completed, readable driver manifests and dispatch logs for a period of three years, and upon request be made available to the City for planning and auditing purposes.

21. Fleet Requirements

The Provider will provide sufficient spare capacity to ensure there are no service disruptions due to vehicle breakdowns or accidents. The Provider will provide appropriate replacement vehicles within 60 minutes of a service disruption resulting from a vehicle breakdown or accident.

22. Indemnification

The Provider must agree to hold harmless, indemnify, and to defend the City and its officers, employees, agents, and volunteers from any and all claims for injury or damage of whatever type brought by or on behalf of any third party, including, but not limited to, Providers officers, employees, agents, and volunteers arising from or connected with any acts or omissions in the performance of this agreement by Provider and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto, except from any such claim arising solely out of negligent acts or omissions attributable to the City or its officers, employees, agents, and volunteers.

23. Insurance and Business Licenses

Provider must comply with all the insurance requirements as described in this Agreement. Documentation must be provided to verify that adequate insurance is in place for the duration of this Agreement. Provider must acquire a license to operate a business in the City of Alameda and meet all associated requirements.

24. Service Monitoring Procedures

The City will monitor and evaluate the Paratransit Program on an ongoing basis. Provider agrees to provide City with any and all records the City considers to be necessary to evaluate service delivery, including trip manifests, road supervisor field reports, pre- and post-trip inspection reports, and vehicle maintenance records. Provider will monitor routes for effectiveness, on-time performance, and productivity. Acceptance of substandard performance (i.e., service that does not meet the terms of this Agreement) does not waive the City's rights to obtain redress for substandard performance.

25. Client Complaints

Program participants and/or community members may direct service complaints to the City or the Provider, and all complaints shall be documented. The City will investigate complaints within 48 hours of receipt. Complaints received by the City will be forwarded to the Provider promptly, within one business day. Provider will provide prompt response to any remedial

action suggested or required by the City. Provider will take employee disciplinary action, as appropriate, in accordance with its personnel policies.

26. Field Inspections

The City retains the right to make unannounced field inspections or conduct riders' surveys, and City staff may accompany drivers in order to monitor and evaluate performance.

Provider's Road Supervisors will conduct and record random spot checks on drivers in the field in order to monitor on-time performance, securement of mobility devices, proper loading and unloading of passengers, and overall driver performance. Provider will maintain these Field Inspection Reports for the duration of the contract and for 2 years thereafter.

Exhibit B: Standard Provider Agreement Example

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: _____
[City staff reached out to the service providers on the City’s bidders list interviewed qualified firms and selected the service provider that best meets the City’s needs.][City staff issued a RFP/RFQ on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.][The Provider was selected on a sole source basis because (provide justification for sole source selection).][Other: Describe the selection process actually used.]

C. [Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.][Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.]

D. City and Provider desire to enter into an agreement for _____, 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 _____ 20___, and shall terminate on the ___ day of _____ 20___, unless terminated earlier as set forth herein.

[This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the [City Manager][_____ Director], based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The [City Manager][_____ Director] may submit written notice that the Agreement is to be extended [at the same terms and compensation as the existing Agreement.][and the compensation adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.][and the

compensation adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.][Other: Describe the compensation escalator.]

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 this Section 3.][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 this Section 3.][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 to the extent to which its professional liability insurance policy will provide such defense costs.

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: \$5,000,000 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: \$2,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 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
[Department]
[Address]
Alameda, CA 94501
ATTENTION: [Title]
Ph: (510) [xxx-xxxx] / Fax: (510) [xxx-xxxx]

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] / Fax: (xxx) [xxx-xxxx]

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. [NONDISCRIMINATION – HUD 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 this 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. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

(i) Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

(ii) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24 Part C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(iii) Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(iv) Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(v) Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors,

and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

C. 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 C.F.R. 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.]

28. 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

Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

[DEPARTMENT HEAD NAME]
[DEPARTMENT HEAD TITLE]

APPROVED AS TO FORM:
City Attorney

[NAME]
[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 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

(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 and volunteers are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:

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

CA 20 48 02 99
the parties have caused the Agreement t

IN WITNESS WHEREOF,