
City of Alameda California



Port Management Services and Cost Estimates for Piers 1-3, Alameda Point

1399, 1499 & 1599 Ferry Point, Alameda, California

Important Dates

RFP Issue Date	Thursday, May 24, 2018
Optional Site Visit	Wednesday, June 6, 2018, 10:00 am
Requests for Information (RFI) Deadline	Wednesday, June 6, 2018
Proposal Submission Deadline	Thursday, June 14, 2018, 3:00 pm
Announcement of Selected Proposer*	Thursday, July 19, 2018

* - Date is tentative and subject to change.

Contents

- I. Introduction
- II. Scope of Services
- III. Proposal
 - A. Approach
 - B. Description of Organization
 - C. Organization Qualifications
 - D. Scope of Work
 - E. Cost Proposal
 - F. References and Related Experience
 - G. Rules Governing Selection
- IV. Selection Process
 - A. Response to RFP
 - B. Interviews
 - C. Contract Negotiation
 - D. Selection Criteria
 - E. Proposed Selection and Project Schedule
- V. Proposal Due Date and Delivery
- VI. Conditions of Request
 - A. General Conditions
 - B. Liability of Costs and Responsibility
 - C. Validity
 - D. Service Provider Agreement
 - E. Permits and Licenses
 - F. Proposer's Representative
 - G. Restrictions on Lobbying
 - H. Insurance
- Exhibit A-1: Scope of Work
- Exhibit A-2: MARAD Technical Specifications
- Exhibit B: Service Provider Agreement
- Exhibit C: Site Map
- Exhibit D: Bid Form

I. INTRODUCTION

The City of Alameda ("City") is requesting proposals from qualified organizations as defined in Section VI (I) below, to assist the City with providing certain port berthing services to vessels owned and operated by the United States Department of Transportation, Maritime Administration, hereinafter referred to as MARAD, and to the U.S.S. Hornet Museum, hereinafter referred to as the Hornet. Services will consist of management and maintenance services, berthing Services, utility connections, boom equipment, Pier and Wharf maintenance, parking control, channel surveys, harbor patrols and initial spill response. The City intends to issue a two year term contract for these services. The project is located at Alameda Point, formerly the Naval Air Station (NAS) Alameda.

II SCOPE OF SERVICES

Attached as Exhibit A-1 and is a list of major work tasks that will be accomplished as part of the scope of work outlined in Exhibit A-2 (MARAD TECHNICAL REQUIREMENTS). The proposer is asked to define the approach and methodology to achieve the objectives presented in this RFP. The proposer should include a refined description of the analytical process, scheduling, personnel, hours, and costs.

III PROPOSAL

All proposals should discuss:

- 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 team organization, and a work plan that identifies the personnel to be assigned to each task. A description of the qualifications of the professional personnel to be employed with a summary of similar work performed and a resume for each professional.
- C. Organization Qualifications. Provide an outline of the organization qualifications indicating relevant background experience and capabilities for this work as outlined in Section VI (i) below.
- D. Scope of Work. The proposal should contain a description of each work

task with an explanation of how the proposer plans to approach the tasks and the steps that will be taken to complete the task including analytical methods and tools.

- E. Cost Proposal. The proposal should contain a brief discussion of the method of determining compensation. Include as separate line items the cost of reimbursables. Provide hourly rates for personnel.
- F. References, Related Experience and Examples of Work. Include client references with phone numbers for relevant work. Specify the client, location, participating individuals and role on team (principal, project director, etc.), type of work, examples of work, and other relevant information as needed.
- G. Rules Governing Competition. The particular method being used here is known as "Request for Proposal" (RFP). While the RFP process is highly competitive, the selection of the successful competitor is not based solely on the dollar amount of the proposal.

IV SELECTION PROCESS

- A. Response to Requests for Proposals (RFP). The City of Alameda through its Agent RiverRock Real Estate Group will review the proposals and after evaluating the proposals will interview a limited number of those deemed to be the most suitable. The City of Alameda may, at its option, invite one or more of the prospective port managers to elaborate on the proposal before a final selection is made. This will be included in the evaluation. Reference checks may also be made of the top candidates.
- B. Interviews. The City of Alameda through its Agent RiverRock Real Estate Group will establish a selection team to review and evaluate all proposals received by the deadline. The selection team will select a short-list of qualified firms, based on the selection team's evaluation of the proposals and will schedule interviews with the short-listed firms. The purpose of the interview is to determine which port manager is best qualified for the project. Based on the response to RFP, submittals and the interviews, the City of Alameda through its Agent RiverRock Real Estate Group will rank these potentials in order of preference and select the first ranked for contract negotiations.

- C. Contract Negotiation. The City of Alameda through its Agent RiverRock Real Estate Group will begin contract negotiations with the first-ranked prospect. If negotiations with this firm are successful, an agreement for services will be prepared. If, for any reason, negotiations are not successful, then negotiations will begin with the second selected firm and then, if not successful, with the third, etc.
- D. Selection Criteria. The City of Alameda through its Agent RiverRock Real Estate Group 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. Responsiveness to RFP. (15 Points)
 2. Technical quality of the approach and methodology / Understanding of the project. (30 Points)
 3. Experience, training and key personnel. (15 Points)
 4. Record of firm in accomplishing work on other projects of a similar nature including references from clients. (15 Points)
 5. Ability to meet project schedule (demonstrated ability, current workload, adequate staffing). (15 Points)
 6. Cost of this proposal to the City of Alameda. (15 Points)
 7. Panel Interview. (20 Points)
- E. Proposed Selection and Project Schedule
1. Optional Pre-proposal Meeting. Attendance at a pre-proposal meeting and walk-through at the jobsite Wednesday, June 6, 2018, 10:00 am is recommended for all Project leads.
 2. Proposals are due no later than **Thursday, June 14, 2018, 3:00 PM.**

V. PROPOSAL DUE DATE AND DELIVERY

Number of copies: three (3) complete sets of responses to this RFP plus one (1) digital copy (for a total of five (4) copies) should be delivered or mailed to RiverRock Real Estate Group, Attn: Ryan Gaughan, 950 W. Mall Square, Room 239 Alameda, CA 94501. No facsimiles or emails will be accepted.

Deadline for response to RFP: Response submittal must be received by RiverRock Real Estate Group no later than Thursday, June 14, 2018, 3:00 pm. Questions will be accepted until Wednesday, June 6, 2018 and should be directed to Ryan Gaughan at (510) 749-0304 or e-mail: rgaughan@riverrockreg.com.

VI. CONDITIONS OF THE REQUEST

A. General Conditions.

The City of Alameda reserves the right to cancel or reject all or a portion or portions of the request for proposals without notice. Further, the City of Alameda makes no representations that any agreement will be awarded to any organization submitting a proposal. The City of Alameda reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

The City of Alameda also reserves the right to reject any individual working on a team and to replace the individual with a mutually acceptable replacement.

B. Liability of Costs and Responsibility.

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

The selected Port Manager will be required to assume responsibility for all services offered in the proposal even those that will require the services of a subcontractor. The selected Port Manager 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 proposer agrees to be bound by its proposal for a period of ninety (90) days during which time the City of Alameda 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 Service Provider Agreement.

A sample service provider agreement is attached to copies of this RFP as Exhibit B. If a proposer wishes to take exception to any of the terms and conditions contained in the service provider agreement, these 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 of Alameda disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City of Alameda will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The City of Alameda will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the proposal. The service provider agreement will not be executed by the City of Alameda without first being signed by the proposer.

E. Permits and Licenses.

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

F. 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.

G. 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.

H. Insurance

General Liability, Automobile, Professional, Liability, and Worker's compensation insurance are required in the amount set forth in the sample service provider agreement. The successful service provider shall provide and maintain insurance at its sole cost for the term of the Contract.

I. Qualified Organization

In order to meet the definition of "Qualified Organization," as presented in Section 1, proposer must provide an outline of the organization's qualifications, indicating relevant background experience, capabilities for this work, and satisfaction of the following requirements.

1. The organization is a corporation or other legal entity existing for a minimum of five years, as shown by its filings with the Secretary of State, and which on the date of this RFP was issued has employees, equipment, its own facility, and existing business operations. The experience of individual members or employees of the organization does not substitute for the history and experience of the organization as a whole.

2. The organization has five years or more actual experience managing for itself or others piers and other waterfront infrastructure for commercial (non-recreational) vessels, including: maintenance, repair and operation of wharfs and piers (and of their utilities, fendering, mooring, booming, buildings, and equipment); managing vessel movements into and out of berthing areas; patrolling the waters surrounding wharfs and piers.

EXHIBIT A-1, SCOPE OF WORK

PORT MANAGER shall provide berthing services to MARAD vessels and the Hornet at Piers 1, 2 and 3 (hereinafter referred to as the Piers), as well as periodic patrols of Seaplane Lagoon and FISC Warf.

Subcontractor Approval: Unless prior written consent from The City of Alameda is obtained, only those people and subcontractors whose names are provided by the City of Alameda or its Agent RiverRock Real Estate Group shall be used in the performance of this Agreement. Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of the City of Alameda, be issued in the form of a Work Order. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by the PORT MANAGER. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Management and Maintenance Services to be provided by PORT MANAGER. PORT MANAGER shall provide the following port management and maintenance services:

1. Berthing Services. Direct and schedule the movement of ships into and out of port berthing areas.
2. Utility Connections. Assist in making electric, water and sanitary sewer hose connections necessary for the MARAD vessels and the Hornet to receive port berthing services at the Piers in accordance with the following: PORT MANAGER shall provide, position and assist in making electric and sanitary sewer connections and shall position and assist in making water connections.
3. Brows and Platforms. PORT MANAGER shall coordinate, position and remove all brows and platforms necessary for MARAD vessels and the Hornet to receive berthing services at the Piers.
4. Boom Equipment. Maintain and position boom equipment around berthed ships to assist in containing spills of hazardous substances.
5. Pier and Wharf Cleanliness. Establish daily pier and wharf inspections and establish and enforce a cleanliness policy for the Piers and wharves. Sweep the Piers, as necessary, to maintain cleanliness.
6. Parking Control. Establish and enforce parking regulations and access to the piers by MARAD and Hornet personnel and subcontractors.

7. Channel Surveys. PORT MANAGER shall conduct informal water depth surveys on a semi-annual basis of the area immediately surrounding the Piers and the access channel out to channel markers " 1 " and "2" that mark the western end of the access channel to the Piers. The results of these informal surveys will be provided to CITY OF ALAMEDA. The parties agree that because of the lack of accurate position measuring equipment, no assurances, guarantees, or complete readings of the water depth are definitely ascertainable.

8. Harbor Patrols. PORT MANAGER shall provide routine patrolling of the harbor waters surrounding the MARAD vessels and the Hornet. These patrol services will include at least two daily boat patrols to be conducted during the normal Monday through Friday work week, excluding holidays. Patrols of Seaplane Lagoon and FISC Warf should be conducted as necessary but no less than once a month. Patrols will ensure compliance with MARAD technical specifications, compliance with lease provisions, documenting incidents and changes to the premises, as well as City, State, and Federal waterway laws.

9. Spill Response. PORT MANAGER will participate and assist in assuring compliance with environmental laws and regulations in the event of a spill in accordance with the following.

10. Initial Spill Response. PORT MANAGER shall provide initial spill response on a First Responder Awareness Level as described in 29 CFR 1910.120(6)(i). PORT MANAGER will notify as soon as practical the Coast Guard, other cognizant agencies, and CITY OF ALAMEDA of any detected discharges of hazardous substances into the water. PORT MANAGER will promptly notify the CITY OF ALAMEDA of any failure of MARAD or Hornet personnel to comply with the instructions and directions PORT MANAGER provides with regard to the initial spill response.

11. Oil Spill contingency Plan. PORT MANAGER agrees that within six months of the execution of this Agreement, PORT MANAGER shall submit to CITY OF ALAMEDA an Oil Spill Contingency Plan to address initial spill responses on a First Response level and other environmental procedures to be used for ensuring compliance with applicable laws. PORT MANAGER will promptly notify the CITY OF ALAMEDA of any failure of MARAD or Hornet personnel to comply with the instructions and directions PORT MANAGER provides with regard to the initial spill response.

12. No Financial Responsibility. PORT MANAGER shall have no financial responsibility for cleaning up or controlling any spill, or otherwise assuring for environmental compliance, resulting from or arising in any way in connection with MARAD operations or with the Hornet except as is specifically set forth in this Agreement.

13. Port Maintenance. PORT MANAGER will provide normal maintenance and repair of piers, fendering mooring and booming systems, buildings, and equipment in accordance with the following.

14. Pier Maintenance. PORT MANAGER will provide normal maintenance and repair of the above-deck water, sewer and lighting systems and, by subcontract, the below-deck sewer and water systems that are necessary for rendering ordinary and customary port berthing services to MARAD vessels and the Hornet. PORT MANAGER shall not be financially responsible for repairing any damage to piers or other property that results from the operation of vessels by MARAD or the Hornet from the operation of vehicles by employees or contractors of MARAD or the Hornet.

15. Fendering, Mooring and Booming Systems. PORT MANAGER will provide normal maintenance and repair of fendering, mooring and booming systems to provide ordinary and customary docking service. PORT MANAGER shall not be financially responsible for repairing any damage to the fendering, mooring or booming systems that results from the operation of vessels by MARAD or the Hornet.

16. Maintenance and Repair Standard. As used in the preceding subparagraphs, the term normal maintenance and repair means that level of maintenance and repair that keeps the structures, systems, property or equipment in a condition that is not less than its condition at the commencement of this Agreement, normal wear and tear excepted, unless a different level of maintenance is agreed to in writing by PORT MANAGER and CITY OF ALAMEDA.

17. Capital Projects. PORT MANAGER will from time to time be required to manage projects in excess of \$75,000. The City has pre-selected qualified contractors to provide all or a portion of these projects. It will be the PORT MANAGER'S responsibility with oversight from the City's property manager to bid Capitol Project using these pre-qualified vendors ensuring compliance in accordance with public contracting standards.

18. Optional Crane Services. PORT MANAGER may provide crane services to MARAD and the Hornet or their subcontractors on an as-needed basis. PORT MANAGER will have the authority to negotiate the price charged for these services.

EXHIBIT A-2, MARAD TECHNICAL REQUIREMENTS

Scope of Services

- Port Manager shall ensure that the facility, including but not limited to the layberth and associated structures, shall be well preserved and maintained at all times to ensure the proper level of safety and security for the vessel and the facility, the safe movement of the vessel and vehicular traffic within the facility, and the cleanliness of the layberth (e.g., free from garbage and debris).
- Port Manager shall inspect and maintain all timber fenders.
- After the vessel(s) arrives at the berth, the port manager will inspect to ensure proper fendering. Port Manager shall routinely inspect parking areas.
- Port Manager shall ensure all access roads, roadways, and layberth are kept clear from snow, ice, debris, potholes and vegetation at all times.
- Maintain the lighting of at least 1 .0 Foot-candles on the layberth for its entire length and width to include the apron and all mooring points to permit safe passage of personnel, line handlers, etc., as well as all parking areas.
- Ensure that telephone communication with the facility operator and/or manager are available to the Sublessee on a 24-hour a day, seven-day a week basis. The Sublessor shall maintain telecopier capability (fax machine) in support of this requirement during normal working hours at the place of business.
- Port Manager shall have a layberth security plan in compliance with U.S. Coast Guard Captain of the Port requirements, and have an Oil spill plan for their facility that is in accordance with the Clean Water Act.
- Provide written monthly port activities report to property manager the first business day of each month.
- Provide necessary port services to ensure City of Alameda compliance with the MARAD lease.

The following equipment and services shall be inspected and maintained by the port manager:

- Separate shore power outlets, connections and electric company metered services for each ship (including cables and attachment fittings approved by U.S. Coast Guard or American Bureau of Shipping) rated to meet at least 1200A per vessel

460V/3-phase/60hz electrical requirements to supply electric power for hotel services, lighting, machinery tests, dehumidification equipment and cathodic protection. Electric service shall provide circuit breakers equipped with short circuit and overload protection on all three phases, and when using single conductor cables, they must be of the same length, new or in good condition. Electric power service will be arranged between the Sublessee, General Service Administration and local utility. Electric power bills will be paid directly by the Sublessee to the utility.

- Three telephone lines for each ship (including cables, attachment fittings, jack, and phones) shall be provided. Initial activation and ongoing service charges for the three lines shall be paid for by the Ship Manager/General Agent. Any additional lines requested by the Ship Manager/General Agent will be at their expense.
- An industrial size dumpster (minimum size shall be 4.0 cubic yards), shall be located within 100 feet of the gangway base of each ship.
- Layberth potable water service with demonstrated pressure maintained at minimum of 40 PSI via a minimum of a two and one-half inch (2Yi inch) line capable of a minimum requirement of 200,000 gallons per day (gpd), as well as sewage.
- Oil booms to support containment of oil spills. The existing oil booms are to be maintained and replaced as necessary to support RRF operations. Cleaning the oil booms is not required, but is recommended as part of maintaining the oil booms.

1. INTRODUCTION AND BACKGROUND

The Maritime Administration (MARAD) requires real property for the exclusive long-term safe layberthing for RRF vessels on the California Coast. Although the layberths are intended for the vessels identified in this tertiary sublease, the Sublessee may substitute vessels of a similar size or smaller. A Memorandum of Agreement (MOA) between the Department of the Defense (DoD) and the Department of Transportation (DOT) establishes that, in consideration of the National Defense and the American Merchant Marine, a mutual interest and responsibility exists for the joint establishment, maintenance and control of a Ready Reserve Force (RRF), which is an element of the National Defense Reserve Fleet (NDRF). The ships of the RRF are maintained by MARAD in various states of readiness to meet common user lift requirements of the armed services in a contingency. The RRF consists of 59 vessels as of October 1, 2004.

2. DEFINITIONS

Apron: An area adjacent to and extending the length of the berth used for vehicle passage, material staging, parking of vehicles engaged in maintenance, repair, delivery of parts, etc.

Berth: Any designated place where a vessel is secured including the dock and slip, usually indicated by a code or name.

Dock: The structure located within the layberth facility having the mooring hardware for vessels, synonymous with pier and wharf.

Layberth: A berth used by a vessel for an extended period of time.

Ramp: The primary vehicular access way onto a RO/RO vessel that is characterized by the location of entry (stern ramp/side-port ramp).

Slip: The water area of the layberth adjacent to the dock where the vessel is maneuvered during arrivals and departures.

Ship Manager/General Agent: The MARAD contractor for a designated group of RRF vessels that is responsible for ship operation, maintenance, and activation readiness.

Vertical live loads: These are items moving or being caused to move over the dock.

Water level: The height of water above or below the datum reference point as predicted by local tide tables and affected by seasonal flooding or drought.

Working Area: The area of a dock adjacent to vessel to be used for deliveries, staging gear, and vehicle access.

3. STATUS OF VESSELS

- a) RRF vessels will normally be maintained in an idle status and will remain at the layberth site in all weather conditions, except to participate in a military exercise/operation, to conduct some repairs, or comply with periodic regulatory requirements. Ship activations and dock trials are expected to be conducted at the layberth.
- b) RRF vessels may have a Reduced Operating Status (ROS) crew onboard.
- c) The shipboard firefighting system may be inoperable.
- d) The cathodic protection systems may be energized.
- e) Interior house and engineering spaces may be dehumidified with ship's equipment.
- f) The mooring equipment will remain in operating condition. Mooring lines and wires will be provided by the Sublessee or the Sublessee's Ship Manager/General Agent for each vessel.

g) The vessels may be used for cargo handling training and for other training purposes.

4. BERTH REQUIREMENTS AND THE SUBLESSORS OBLIGATIONS

a. The layberth Sublessor shall bear all costs associated with obtaining and maintaining an acceptable safe layberth except as specifically identified. Some items are identified for emphasis only. An acceptable safe layberth shall meet the following minimum criteria and technical features:

1) Water depth shall be maintained at 32 feet for the NOAA chart datum. If the performance of normal maintenance to the layberth requires temporary movement of the vessel from the subject layberth, the Sublessor shall bear all expenses incurred in moving the vessel including but not limited to tugs, pilotage and temporary layberth costs. Any temporary layberth used shall meet all the requirements of this tertiary sublease. Should the Sublessor be unable to offer an acceptable substitute layberth during such a maintenance period, the Sublessee reserves the right to acquire and move the vessel to a temporary layberth of its choice at the Sublessor's expense or to terminate the tertiary sublease for default.

2) The proposed berthing facility shall be of sound structural design, construction and condition to support ship mooring.

a) The current configuration of mooring line fittings (bollards, bits, cleats, etc.) shall be maintained to meet designed Safe Working Loads.

b) The Safe Working Load of all fittings on the layberth shall be identified on the required drawings that are submitted to the Sublessee.

3) N/A

4) The facility, including but not limited to the layberth and associated structures, shall be well preserved and maintained at all times to ensure the proper level of safety and security for the vessel and the facility, the safe movement of the vessel and vehicular traffic within the facility, and the cleanliness of the layberth (e.g., free from garbage and debris).

5) The Sublessor shall maintain all timber fenders.

a) Fenders between the dock and the vessel shall be provided to keep the vessel off non-wood portions (e.g., wood, metal, concrete) of the dock face at all times. No hull contact with non-wood surfaces is acceptable.

b) After the vessel(s) arrives at the berth, the Sublessee will inspect to ensure

proper fendering.

- 6) The dock shall meet the following minimum criteria:
 - a) The deck shall have a paved concrete or asphalt surface in good condition.
 - b) The dock shall be of sufficient strength and dimensions to facilitate the movements of an HS 20-44 truck or the largest local fire fighting vehicle, whichever is greater, to and from the locations identified for the applicable vessel. The width of dock apron shall safely accommodate the two-way passing of two HS 20-44 trucks or fire fighting vehicles whichever is greater.
 - c) The dock shall safely support vertical live loads as follows:
 - (i) The dock shall support a point-load characterized by a small tire warehouse forklift with 4,000-lb load.
 - (ii) Support uniform loading of 425 lbs. per square foot in all areas, including areas where the ramps will land.
 - (iii) The dock shall support truck loading to include the heaviest local fire fighting vehicle used in firefighting efforts and American Association of State Highways and Transportation Officials (AASHTO) standard HS 20-44 truck.

Standard HS 20-44 can be found in the Standard Specification for Highway Bridges and is available at the following address:

AASHTO
444 N. Capitol St., N.W.
Suite 225
Washington, D.C. 20001
(202) 624-5800

- 7) Present no obstruction, protrusion or obstacle that may prove hazardous to the ship and/or personnel.
- 8) The dock shall be located sufficiently distant from areas where sand, grit, dust, bird droppings or other airborne or waterborne substances could hazard the material readiness of the ship's equipment or crew safety. If foreign material is deposited on these vessels, the Sublessor shall be responsible for the cost of cleaning the vessel to the satisfaction of the Sublessee. Persistent deposits of foreign material are cause for termination of this tertiary sublease by default.
- 9) The Sublessor shall ensure that the layberth is protected by a well-maintained security fence that prevents access by unauthorized personnel. If the layberth is part of a larger facility, there shall be a security fence separating the

layberth from the rest of the facility.

- a) The Sublessor and the Sublessee shall jointly design a security fence of sufficient height and coverage that meets the Sublessee's security requirements and i) prevents unauthorized personnel from getting within 100 feet of the ship's hull, ii) prevents unauthorized access to mooring fittings, and iii) prevents access around the fence, all in a manner that aesthetically blends into the surrounding developed property. Unless otherwise specified, the height of the security fence shall not be less than eight (8) feet.
- b) The fence shall have a gate of sufficient size to allow access of the size vehicles discussed in 4.a.6). It shall have a lock with a card key/key code access system. Card keys/access codes will be provided to MARAD surveyors and appropriate crewmembers and contractors as determined by the ship manager.
- c) Fences and gates shall be properly maintained at all times. This includes, but is not limited to, ensuring that all fences, gates, and posts are free of rust, properly painted, vertically aligned and kept in a tear-free state (free from holes). Signs shall be placed on the fences advising that the area enclosed is Government property.

10)The Sublessor shall ensure personnel and contractor access to and security of the facility to meet the requirements set forth below:

- a) Layberth and ship access shall be available at all times (including Sublessor provided access between nested vessels) to facilitate training, crew boarding, cargo handling, ship husbanding, activations, and repair services required by the Sublessee or its contractors.
- b) The Sublessee/Ship Manager reserves the right to subcontract for ship repair and/or stevedore services of its own choosing for the purpose of performing work onboard, or associated with the vessel, at all times that the vessel is moored at the facility. Said contractors and subcontractors shall be provided with unencumbered access to the vessel (including support vehicles) including, but not limited to, access across any and all labor related picket lines. The ship's crew shall be permitted to load ship's stores and spare parts without the assessment of stevedore's fees.

11)The layberth and structures adjacent to the layberth shall not present a fire hazard to the vessel(s).

12)The Sublessor shall be responsible for, and bear all expenses associated with ensuring that there are properly paved and maintained access roads,

(including bridges and tunnels if applicable) within the layberth facility. At all times during the term of this tertiary sublease, access roads (including bridges and tunnels) shall not present obstructions nor restrict the safe access to the dock by personnel and vehicular traffic including all local firefighting vehicles and AASHTO HS 20-44 trucks.

13) The access roads and bridges shall have sufficient load bearing capacity and dimensions for AASHTO standard HS 20-44 truck traffic and the largest and heaviest local firefighting vehicles.

14) There shall be an adequately sized turn around area to enable AASHTO standard HS 20-44 trucks to turn around. The turn-around area shall be in close proximity to the dock apron so that such vehicles can turn around and back up to the dock or turn around before leaving via the access road.

15) Provide paved, fenced and well maintained parking.

16) Road maintenance within the layberth facility shall be the responsibility of the Sublessor. All access roads, roadways, and layberth shall be kept clear from snow, ice, debris, potholes and vegetation at all times.

17) Provide lighting of at least 1.0 Foot-candles on the layberth for its entire length and width to include the apron and all mooring points to permit safe passage of personnel, line handlers, etc., as well as all parking areas.

18) Ensure that telephone communication with the facility operator and/or manager are available to the Sublessee on a 24-hour a day, seven-day a week basis. The Sublessor shall maintain

19) Telecopier capability (fax machine) in support of this requirement during normal working hours at the place of business.

20) Sublessor shall have a layberth security plan in compliance with U.S. Coast Guard Captain of the Port requirements, and have an Oil spill plan for their facility that is in accordance with the Clean Water Act.

b. The following equipment and services shall be provided and maintained by the Sublessor at the layberth:

1) Separate shore power outlets, connections and electric company metered services for each ship (including cables and attachment fittings approved by U.S. Coast Guard or American Bureau of Shipping) rated to meet at least 1200A per vessel 460V/3- phase/60hz electrical requirements to supply electric power for hotel services, lighting, machinery tests, dehumidification equipment and cathodic protection. Electric service shall provide circuit breakers equipped with short circuit and overload protection on all three

phases, and when using single conductor cables, they must be of the same length, new or in good condition. Electric power service will be arranged between the Sublessee, General Service Administration and local utility. Electric power bills will be paid directly by the Sublessee to the utility.

- 2) Three telephone lines for each ship (including cables, attachment fittings, jack, and phones) shall be provided. Initial activation and ongoing service charges for the three lines shall be paid for by the Ship Manager/General Agent. Any additional lines requested by the Ship Manager/General Agent will be at their expense.
 - 3) An industrial size dumpster (minimum size shall be 4.0 cubic yards), shall be located within 100 feet of the gangway base or stern ramp of the vessel and emptied weekly.
 - 4) Layberth potable water service with demonstrated pressure maintained at minimum of 40 PSI via a minimum of a two and one-half inch (2½ inch) line capable of a minimum requirement of 200,000 gallons per day (gpd), as well as sewage.
 - 5) At all times, Oil booms shall be placed around the vessel or nested group of vessels to effectively contain an oil spill. Booms shall run between the vessel or nested group and the pier if fendering and pier construction enables effective encapsulation of the vessel or nested group. Booms shall be held off the skin of the vessel by an appropriate method approved by the Sublessee. The existing oil booms shall be maintained and replaced as needed to support RRF Operations.
- c. Immediately following the execution of the Long-Term Sublease, the Sublessor and Sublessee shall jointly inspect the facilities and document the condition of the premises and their compliance with the requirements of the Sublease and these Technical Requirements. The Parties shall jointly prepare a list of items that must be addressed by Sublessor ("List of Deficiencies"). Sublessor shall, within four (4) months of the date of receiving a copy of the List of Deficiencies, correct such deficiencies or otherwise resolve each such deficiency in a manner satisfactory to the Sublessee.
- 1) In the event performance by Sublessor is impossible with respect to remedying the List of Deficiencies, Sublessee may undertake to remedy such deficiencies and offset costs incurred by Sublessee against the monthly lease amounts due and owing to Sublessor.
 - 2) Notwithstanding subparagraph (1) above, on February 7, 2006, MARAD and ARRA personnel conducted the joint inspection required by such subparagraph, and on February 15, 2006, MARAD published the results of

that inspection (“Joint Inspection Report”). ARRA has reviewed and agrees to implement the List of Deficiencies contained in the Joint Inspection Report in accordance with Subparagraph (1).

- 3) The Joint Inspection Report reviewed, among other things, the number and adequacy of shore power outlets, shore power connections, telephone lines and other connections and utility services located on each pier to serve each ship in accordance with Subparagraph 4. (b) of these Technical Requirements, and the parties agree that the number of such items is sufficient to meet Sublessee’s current requirements. In the event, that additional ships are berthed at the piers such that additional shore power outlets, shore power connections, telephone lines and other utility service connections are required in accordance with Subparagraph 4. (b), then Sublessor agrees to install such outlets, lines and other utility connections promptly subject to receiving reasonable reimbursement from Sublessee for the costs of such improvements.
- 4) Nothing contained herein shall relieve the Sublessor from the responsibility of maintaining the existing capabilities of shore power outlets, shore power connections, telephone lines and other connections and utility services located on each pier. Sublessor will maintain and service the existing hook-ups (which have been more than adequate over the years), but should Sublessee place additional ships at the piers (over and above what can be serviced by the existing telephone/electrical infrastructure), then Sublessee would pay for any additional infrastructure it may require, as an improvement, and Sublessor would maintain that infrastructure under the lease.

5. REIMBURSABLE SERVICES

- a. Reimbursable services agreed to by the Sublessee shall be paid by the Sublessor and reimbursed by the Sublessee.
- b. Water and sewage cost will be reimbursed by the Sublessee only for the actual cost of the volume of the water and sewage used. This calculation shall be based on the actual metered usage for each vessel and invoiced by the Sublessor periodically (monthly or quarterly).
- c. Trash removal will be reimbursed by the Sublessee in excess of the required minimum service stated in 4.b.3.

EXHIBIT B, SERVICE PROVIDER AGREEMENT

SERVICE PROVIDER AGREEMENT

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

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: _____
[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 as provided in California Civil Code Section 2782.8.

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

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions,

officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

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

(3) Automotive:

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

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

or

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

(4) Professional Liability:

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

\$1,000,000 each occurrence]

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

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

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

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

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an

assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

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

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

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

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

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

17. NOTICES:

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

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

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

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

City of Alameda
[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

Elizabeth D. Warmerdam
Acting 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

SAMPLE

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

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

REF: _____

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

PRIMARY INSURANCE:

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

SEVERABILITY OF INTEREST:

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

WAIVER OF SUBROGATION:

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

NOTICE OF CANCELLATION:

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

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02

99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

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

SCHEDULE

SAMPLE

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

EXHIBIT C, SITE MAP

EXHIBIT C

FISC WHARF

SEAPLANE LAGOON

PIERS

Google earth



EXHIBIT D, BID FORM

THIS BID IS SUBMITTED BY:

Re: Alameda Point – Port Management Services and Cost Estimates for Piers 1-3, Alameda Point

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Riverrock Real Estate Group as Agent for the City of Alameda to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents:

- a. Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum No.	Addendum Date	Signature of Bidder

- b. Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site.
- c. Bidder has received and examined copies of the following scope of work; and technical specifications.
- d. Bidder has given Riverrock Real Estate Group prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the written resolution thereof through Addenda issued by Riverrock Real Estate Group is acceptable to the Contractor.
- e. The bidder must include the following information/documents with the bid submission. Failure to provide any of these items, may result in disqualification:
 1. **Detailed Scope of Work** – Attached as Exhibits A-1 and A-2 of the Request for Proposal is the Scope of Work and MARAD Technical Specifications. The proposer is asked to define the approach and the specific scope of work and methodology to achieve the objectives presented in this RFP. The proposer should include a refined scope of work by developing a detailed description of all project tasks, both those tasks suggested in this scope of work and any changes, additions or recommendations proposed. The description of each project task

should include specification of the task itself, the methodology or analytical process, scheduling, personnel, and costs.

2. **General Contractors DIR #**

3. **List of Subcontractors**

a. **Subcontractor's DIR #**

4. **Bid Form** - Completely Filled Out, Properly Signed and Stamped.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Quote in figures only, unless words are specifically requested.

See "Bid Items," attached hereto as Attachment 1 and incorporated herein by this reference.

Total Bid Price: \$ _____,
(Numbers) (Words)

5. The undersigned Bidder understands that Riverrock Real Estate Group reserves the right to reject this Bid.
6. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required within the times specified therein.
7. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
8. The undersigned Bidder agrees to commence Work within 15 days after bidder is awarded. The undersigned Bidder acknowledges that Riverrock Real Estate Group has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges Riverrock Real Estate Group has reserved the right to perform independent work at the Site, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
9. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

NAME OF BIDDER: _____

DIR #: _____

Licensed in accordance with an act for the registration of Contractors, and with license number: _____
Expiration _____

Where incorporated, if applicable

Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Officers authorized to sign contracts:

Telephone Number(s)

Email:

Date of Bid:

END OF DOCUMENT (EXCEPT, ATTACHED HERETO AS ATTACHMENT 1)

