

City of Alameda

REQUEST FOR PROPOSALS



The Community Development Department is seeking proposals for Building Plan Review Services

City of Alameda
Community Development Department
2263 Santa Clara Ave
Alameda, CA 94501

Important Dates

Request for Proposals Issue Date.....Thursday, July 7, 2016
Requests for Information (RFI) DeadlineThursday, July 21, 2016, 4:00 pm
Proposal Submission DeadlineThursday, July 28, 2016, 2:00 pm
Panel Interviews*Week of August 1, 2016
Announcement of Recommended Proposer*Week of August 8, 2016

* - These dates are tentative and are subject to change.

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PLEASE READ THIS RFP CAREFULLY

It is necessary for Proposers to read carefully the information contained in this Request for Proposals (“RFP”) to understand how to submit the Proposal, what documents must accompany the Proposal and what legal obligations the Proposer is agreeing to by providing a successful Proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP and participate in any City of Alameda (City) requested oral interviews.

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

I. NOTICE INVITING PROPOSALS

The Community Development Department invites proposals for contract City Building Plan Review Services. The contract will be for up to a three-year period. This document outlines the requirements and minimum qualifications, selection process, and documentation necessary to submit a Proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP. Proposals must be received by the Community Development Department by the date and time specified on the first page of this document.

IIA. SUBMITTAL OF PROPOSAL / GENERAL CONDITIONS

Proposers shall submit three (3) complete double-sided copies of their proposal, on paper containing a minimum of 20% post-consumer recycled content. Proposals must be in a sealed envelope bearing the caption “City of Alameda – Building Plan Review Services Proposal”. Proposals shall be submitted to:

City of Alameda
2263 Santa Clara Ave., Room 120
Alameda, CA 94501

RE: Building Plan Review Services
ATTN: Fred Harms, Supervising Building Inspector
City of Alameda Community Development Department

Proposals may be submitted in person at the Community Development Department, or by mail, but must be received by the date and time specified on the first page of this document. **Late proposals will not be considered.** The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt. Once opened, all responses become public record and will be available to the public for review.

Any Proposal received prior to the submittal deadline may be modified or withdrawn by written request from the Proposer to the City up to the official time when all Proposals are due. All Proposals shall be held to be valid and available to the City in all respects until one such proposal has been accepted by the City and an agreement fully executed, or until a Proposal has been specifically rejected by the City, whichever occurs first.

The City reserves the right to reject any and all Proposals, to request additional information concerning any Proposal for purposes of clarification, to accept or negotiate modification to any Proposal following the deadline for receipt, and to waive any irregularities if such would serve the interests of the City. The City retains sole discretion to evaluate Proposals and make an award to the Proposer that the City deems to have the most responsive Proposal. The City reserves the right to negotiate all final terms and conditions of any contract entered into.

All costs incurred during proposal preparation or in any way associated with the Proposer's preparations, submission, presentation or oral interview shall be the sole responsibility of the Proposer.

Proposers are liable for all errors and omissions contained in their Proposals.

The City reserves the right to modify or cancel the selection process or schedule at any time. Additionally, the City may seek clarification or additional information from Proposers. This RFP does not commit the City of Alameda to sign an agreement, award a contract, or to pay any costs incurred in the preparation of a response to this RFP. All documents, conversations, correspondence, etc. between the City and Proposers are subject to the laws and regulations that govern the City.

IIB. PRE-PROPOSAL QUESTIONS / REQUEST FOR INFORMATION

All Proposers are prohibited from contacting City officials, consultants or staff regarding this RFP between the time of issuance of the RFP and contract award, unless such contact is made through the City contact specified below. Failure to comply with this provision could result in the rejection of a proposal.

Pre-proposal questions will be accepted until the date and time stated on the first page of this RFP. All questions received will be answered electronically via email to all participating Proposers. All Proposers interested in submitting a Proposal must email their intention to **Erin Garcia** (contact information below) if they want to receive questions and answers related to the RFP.

All questions regarding the proposal documents and proposal should be directed in writing to:

Erin Garcia
City of Alameda Community Development Department
egarcia@alamedaca.gov
(510) 747-6816

II. INTRODUCTION

Alameda is a city in Alameda County, California. It is located on Alameda Island and Bay Farm Island, and is adjacent to and west of Oakland. Alameda became a charter city and adopted a council-manager government in 1916. The City has a total area of 23 square miles, of which 10.6 square miles is land and 12.3 square miles is water, per the United States Census Bureau. As of 2014, the City has a total population of approximately 75,500.

The City would like to contract with a firm that can conduct external plan review of building projects, and provide other similar services such as the services identified in this RFP (see Scope of Services below). Some examples of projects that may require plan check services include commercial projects (both new construction and remodeling of existing commercial buildings); residential projects (new construction, subdivisions, and remodels); projects relating to the reuse of the former naval air station (Alameda Point); and reuse or remodeling of historic buildings.

III. SCOPE OF SERVICES

The services to be provided by Consultant may include, but are not limited to, the following:

- **Building plan review services;**

Proposer will provide plan review, perform all necessary communications with the applicant's architect/engineer, and conduct all necessary plan submittal re-checks to achieve conformance to the applicable code and regulations. Proposer's plan review staff will review plans for compliance with all policy and model codes adopted by the State including, but not limited to:

2013 California Building Code, Volume 1 & 2

2013 California Residential Code

2013 California Electrical Code

2013 California Plumbing Code

2013 California Mechanical Code

2013 California Historical Building Code

2013 California Energy Code

2013 California Green Building Code

All ordinances and amendments to those codes as amended and adopted by the City of Alameda.

- **Coordinate activities with the Chief Building Official or his/her designee;**
- **Conduct necessary site analysis when required;**
- **Prepare correction lists;**
- **Pick up/deliver plans;**
- **Maintain records of plans in process;**

- **Provide continuity of plan check services through project completion;**
- **Provide plan review comments:**

All plan review comments will be formatted to the City's established correction list template and uploaded, by the Proposer, to the City's Permit Tracking System (Accela). Any standard forms established by the Department will be incorporated into Proposer's correction comments; and,

- **Proposer will scan all documents associated with each building plan review and make those scans available for City staff to view via the internet.**

IV. PROPOSAL REQUIREMENTS

At minimum, include the following items in the proposal:

- A. Company Overview and Qualifications:** Introduce the proposing firm and provide a general description of the company's background and its principals, qualifications and experience, with emphasis on previous projects/services which are similar to those listed herein. The firm must present evidence of relevant contracts with other local agencies where similar services have been performed. Please provide the name, title, telephone number, and email of the individual authorized to negotiate and execute the Service Provider Agreement with the City.
- B. Staffing Capacity and Project Management.** Briefly describe who will be the project team leader and the individuals who will be assigned to provide plan check service for individual projects assigned by the City. Describe how your firm will manage projects and ensure that plan check reviews are comprehensive and thorough and meet City deadlines.
- C. Experience.** Provide resumes and any relevant information (such as education, training, certifications, licenses, etc.) regarding the experience and skills for the individuals on your team (including sub-consultants if applicable) who will be working with the City under the Service Provider Agreement.
- D. Fee Schedule.** Provide Proposer fee schedule for review services (e.g. _____% of the City's building plan check fee) and what this fee schedule includes. In addition, provide hourly fees for all personnel assigned to each project.
- E. Plan Check Turnaround Times.** Provide plan check turnaround times for single family dwellings, multi-family residential buildings, tenant improvements and commercial/industrial buildings. Note: Be sure to review and consider the City's *'Alameda at Your Service'* program. This program is a three-part program that provides an expedited plan check and approval process for eligible projects. (See **Exhibit A** for additional information)
- F. References.** Provide contact information for a minimum of three California public agencies that the firm has worked with on similar projects within the past three years. (**Exhibit B**)
- G. Required Revisions to City Standard Form:** The selected Proposer will be expected to sign the City's Standard Service Provider Agreement. The City's Standard Agreement Form for professional services contract and associated insurance requirements is included in **Exhibit C**. The Proposal must include any required revisions to the standard form agreement and a statement that the Proposer can satisfy insurance requirements.

V. CONSULTANT SELECTION

The City will review and evaluate all Proposals. The City reserves the right to require an oral interview of any respondents prior to the final scoring and selection. In the event an oral interview is required, the respondent will be provided with a minimum advanced notice of one week.

The submittals will be reviewed based on the following criteria:

- Quality and Experience of firm and project team **(30 points)**
- Staffing Capacity **(20 points)**
- Project Management Approach **(15 points)**
- Plan Check Turnaround Time **(20 points)**
- Fee Schedule **(10 points)**
- Statement of Qualification and Interest **(5 points)**
- References **(Pass/Fail)**

EXHIBIT A: ALAMEDA AT YOUR SERVICE

The City of Alameda
Community Development
Department just made
the project approval
process easier.

Alameda at Your Service

is a **THREE-PART** program that provides an expedited plan check and approval process for eligible tenant improvements, renovation/rehabilitation (exterior/interior), and new construction.

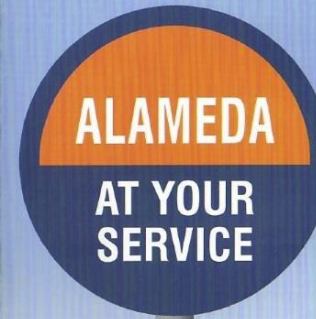
Projects can move through the process quickly with Alameda at Your Service if they enhance the City's economic base by:

- generating sales tax revenue,
- creating jobs,
- contributing to a vibrant downtown by occupying historic storefronts, revitalizing the City's business parks, or other retail centers, or
- locating/expanding a business at Alameda Point.



For More Information Please Contact

Alameda City Hall
Permit Center
2263 Santa Clara Avenue, Room 190
Alameda, CA 94501
(510) 747-6800
Office Hours: M-Th 7:30am – 3:30pm
alamedaca.gov



An Initiative
of the City
of Alameda
Community
Development
Department



ALAMEDA AT YOUR SERVICE OFFERS YOU **THREE WAYS** TO GET THE JOB DONE



Eligible Projects:

- Complex development projects;
- Opening a business;
- Establishing tenancy in City-owned buildings; and
- City-owned marina projects.

Program: Receive a Full Service Liaison to allow projects to move quickly through the approval process. The Liaison guides the Applicant from the initial contact with the City through to building plan check and inspections. The hands-on coordination extends beyond City departments to working with public utilities and other outside agencies to obtain regulatory approvals.

A key component of Full Service is a pre-application meeting which offers multi-departmental review of **complete** initial drawings which results in a common understanding of all elements of the project, developing a schedule, and achieving consensus on necessary action items.

*The City will provide plan check comments within 30 calendar days of submission of **complete** plans and within 10 days of resubmittals.*

Eligible Projects*:

- Retail tenant improvements under 1,500 sf total;
- Office tenant improvements under 10,000 sf total;
- Existing restaurant improvements where dining area is less than 750 sf and work is in the customer service area only;
- Existing retail use with minor structural calculations up to 10,000 sf;
- Existing office use with minor structural calculations, but no hazardous materials, up to 20,000 sf;
- Existing restaurant use with no increase in assembly use or added square footage;
- Cell site installation with battery electrolyte less than 50 gallons, exterior battery system and no hazardous materials;
- Rooftop mechanical unit without hazardous materials, up to a maximum of 2,500 lbs.; and
- Certificate of Occupancy where the occupancy type does not change.

Program: Staff efficiently reviews projects to approve plans in 10 calendar days.

** Staff is constantly reviewing project types in order to expand Express Services*

Eligible Projects:

- Business licenses;
- Home Occupation permits;
- Sign permits; and
- Zoning Clearance for new businesses.

Program: Applicants who do not need to submit full plans will receive immediate service and a designated staff person can issue an **over-the counter/same day permit**.

Applicants also can apply for a growing number of permits online 24-7 (alamedaca.gov/permits), or at the new self-service station coming soon to the Permit Center. For now, computer access is available, so applicants can apply online from the Center.



EXHIBIT B: CLIENT REFERENCES

The following is a list of four (4) references (public agencies, preferred) that most closely reflect similar projects to the scope of work for the City of Alameda.

Reference #1

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Service Dates: _____

Reference #2

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Service Dates: _____

Reference #3

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Service Dates: _____

Reference #4

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Service Dates: _____

**EXHIBIT C: STANDARD SERVICE PROVIDER AGREEMENT AND
INSURANCE REQUIREMENTS**

SERVICE PROVIDER AGREEMENT (DRAFT)

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: Building Plan Review 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 on July 7, 2016 and after a submittal period of ten (10) days received _____ of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.

C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. 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 Community Development Director based at a minimum, upon satisfactory performance of all aspects of this Agreement. The Community Development Director may submit written notice that the Agreement is to be extended [at the same terms and compensation as the existing Agreement.][and the compensation adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.][and the compensation adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.][Other: Describe the compensation escalator.]

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule [as set forth in this Section 3.] [as set forth in Exhibit B and incorporated herein by this reference.] Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis [as set forth in this Section 3.] [as set forth in Exhibit B.]

b. The total compensation for the work under this Agreement is not to exceed \$_____.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees

("Claims"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

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

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with 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 amount of \$2,000,000 per 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.

Signatures on next page

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

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

CITY OF ALAMEDA
A Municipal Corporation

NAME
TITLE

Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

[DEPARTMENT HEAD NAME]
[DEPARTMENT HEAD TITLE]

APPROVED AS TO FORM:
City Attorney

[NAME]
[Assistant] City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
Community Development Department
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501

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

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

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

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

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

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

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

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

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

SCHEDULE

SAMPLE

Name of Person or Organization:
 City of Alameda
 Community Development Department
 2263 Santa Clara Avenue, Room 120
 Alameda, CA 94501

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.