

**REQUEST FOR PROPOSALS  
FOR  
ARCHITECTURAL/URBAN DESIGN SERVICES  
FOR ADAPTIVE REUSE OF BACHELOR ENLISTED QUARTERS (BEQ)  
AS A TECH CAMPUS  
AT  
ALAMEDA POINT**

**August 3, 2017**



SOURCE: JRP, 2011.

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The City of Alameda is excited to offer a rare opportunity to be part of the transformation of the Bachelor Enlisted Quarters (BEQ) complex at Alameda Point into a cool, one-of-a-kind technology campus in close proximity to other tech companies, like Google, Wrightspeed, Saildrone, Natel Energy, and Astra Space. The site is in walking distance to a ferry terminal to San Francisco and a number of popular breweries, wineries, a sports club and maker spaces, making it an ideal location for active professionals and entrepreneurs.

There is an immediate need to identify an architectural/urban design team experienced in historic adaptive reuse and tech campus development. The team will assist City staff and consultants in creating a development vision and Request for Proposals that will begin to replace the 18,000 jobs lost when the Naval Air Station (NAS) Alameda was closed in 1997. The historic adaptive reuse of these buildings is a key priority for the City and is a high profile project that will bring attention to the extraordinary potential of Alameda's former naval base in the heart of the Bay.

**General Information**

Alameda Point encompasses the majority of the former NAS Alameda, generally located east of Main Street in the City of Alameda, California. The Oakland/Alameda Estuary defines the northern edge of the site and San Francisco Bay defines its southern and western edges. The 878-acre Alameda Point, represents one of the most unique infill development opportunities in the country and is strategically located in the center of the Bay Area, easily accessed by freeway, bus, Bay Area Rapid Transit (BART), an existing ferry terminal within a mile of the site, and the Oakland Airport within 10 miles from the property.



The City owns over 500 acres of Alameda Point and has completed major entitlements for the property [i.e., environmental impact report (EIR), Zoning Ordinance Amendment (ZA), and Master Infrastructure Plan (MIP)]. City staff is also facilitating near-term construction of a first phase of development at Alameda Point within the next year. The community's vision for Alameda Point is a transit-oriented, sustainable mixed-use waterfront community, which includes 1,425 housing units, 5.5 million square feet of commercial development, and over 250 acres of parks and open space, including over 10 miles of waterfront trails.



Alameda Point is currently home to over 1,000 employees in 1.8 million square feet of leased commercial space in existing buildings and hangers, including City administrative offices, event productions, a regional sports facility, warehouses and specialty manufacturing and environmental technology incubators. Approximately 921,000 square feet of the prominent large-scale industrial building and hardscape areas are being leased and occupied by R& D and industrial uses.

### **Bachelor Enlisted Quarters (BEQ) and NAS Alameda Historic District**

The BEQ complex (Buildings #2, #3, #4), located in the former Civic Core Area, was constructed by the U.S Navy in 1940, to provide for the boarding, dining and recreating of enlisted men. The complex is a 519,219-square-foot group of three buildings that formerly served as dormitory and dining facilities for enlisted Navy personnel and associated office and support services. The total site area is approximately 21 acres, which includes the building footprints and the surrounding parking, soccer fields, and landscaping.







The Naval Air Station Alameda Historic District (Historic District) is listed in the National Register of Historic Places. The Historic District, also referred to as the Adaptive Reuse Sub-district in the zoning ordinance, is considered historically significant, with an important concentration and continuity of buildings. The individual buildings or cultural features in the Historic District independently lack distinction and are not individually eligible to be listed on the National register. Planning and technical documents are available in a Document Library at a link below.

Many of the existing tenants in the Adaptive Reuse Sub-district are bringing new life and commercial viability to the Historic District. Unfortunately, there are also some chronically vacant buildings that have deteriorated over the last two decades, primarily in the former Civic Core area. A renovated Civic Core would be the center of activity for the base, bringing people together in a dynamic commercial/retail and community space. Feasible building reuse options in the Adaptive Reuse Sub-district include alterations, modification and potentially some demolition of contributing features and buildings to maximize financially efficient and beneficial uses.

## Role of the Architectural/Urban Design Team

The City of Alameda is seeking a highly qualified architectural/urban design team experienced in tech campus development and the needs of tech users, preferably in adaptive reuse projects, to develop concepts for the adaptive reuse of the BEQ campus. Tasks will include developing floor plates, architectural renderings of a potential adaptive reuse concept, urban design drawings and maps that highlight the locational attributes of the site and a template and formatting for an RFP for development of the BEQ campus for a tech user. The RFP and renderings will be used as a marketing tool to help potential users and/or developers visualize how the buildings can be transformed into a unique and cool creative space to work.

The selected firm must appoint a dedicated project manager to lead the effort and serve as the primary point of contact for the City. The dedicated project manager must participate in all meetings and presentations

## Submittal Requirements

The City is requesting **4 hard copies and one pdf copy** of the proposal, which must contain the following information:

1. Letter of Interest (2-page maximum). Please include a letter expressing the Consultant Team's interest in being considered for the project. Include a statement regarding the Consultant's availability and commitment to dedicate time, support staff and resources to this effort during the proposed timeframe.
2. Project Understanding and Approach (5-page maximum). Please include a statement demonstrating your understanding of the proposed work and of Alameda Point and describing your approach to gathering the information about the history of the site and the background and site characteristics of the buildings and developing feasible potential concepts well-suited for attracting a tech campus user. Please also review the Proposed Scope of Work in Section 5, and discuss any ideas for modifying, clarifying, or improving it.
3. Project Experience (10-page maximum). Please include information about **specific project experience with tech campuses and users preferably in adaptive reuse projects**, preparing historic building assessments and renovations, major adaptive reuse projects and building renovations, conceptual architectural/ urban design, architectural renderings, and any completed tech campus projects.
4. Key Staff Experience (5-page maximum). Please provide resumes for key staff who will participate on the project team with relevant project experience.
5. Proposed Scope of Work. Below is a proposed scope of work, however suggestions for modifications and improvements are encouraged as part of the Proposal based on the Architect's previous experience with similar projects.

- 1) Project initiation and kickoff

Initial meeting with City staff, consultants, leasing agents and other officials to provide background, review relevant documents and tour of the buildings.

- ***One (1) in-person meeting***

- 2) Historical Document Review

Become familiar with history of the buildings, the significant character-defining features and guidelines for rehabilitation and other relevant planning and technical documents (see Document Library link below)

- ***Online review***

- 3) Site Reconnaissance

Develop a PowerPoint that shows visual record of photographs of the buildings and the surrounding built environment as it relates to neighboring buildings, streetscape pattern and other development patterns.

- ***One (1) site visit***

- 4) Concept Feasibility and Strategic Assessment

Examine the criteria and requirements for a tech campus to determine how the buildings could be adapted to attract a tech company(s). Prepare a PowerPoint on the feasibility and strategy for how to rehabilitate the building, including any proposed additions or demolition. Includes two rounds of edits/revisions.

- ***Two (2) conference calls with City staff, consultants***

5) Architectural Design Concept

Prepare sketches of the 2-3 conceptual ideas coming out of the feasibility stage. Sketches will be reviewed by staff and consultants and a preferred concept will be selected. The team will then prepare an illustrative design rendering showing different angles and perspectives of the concept which will be presented to the Planning Board and Historical Advisory Board. Up to two revisions will be made based on comments.

Concept sketches should include:

- a) Overall building organization for all floors
  - b) Layout for high-level programming of spaces –office spaces, community and recreational spaces, and potential eating areas
  - c) Site Plan, including site access, parking
  - d) Two building perspectives for an architectural concept for proposed changes to the exterior character and design of the building including any additions.
- ***One (1) Meeting with City staff/consultants (in- person)***
  - ***Two (2) conference calls***
  - ***One (1) Planning Board meetings(in-person)***
  - ***One (1) Historical Advisory Board (in- person)***

6) RFP Development and supporting documents

Prepare the template/formatting for the RFP that will go out to potential developers/users. This task will include (6-8) maps highlighting locational attributes of the site and Alameda Point, including urban design plans and illustration. Includes two (2) rounds of edits.

7) Alternative /Optional Scope Items

Propose alternatives and/or options to the scope items above based on relevant experiences, with the goals to make the process more efficient, effective, reduce costs, or deliver a better product.

6. Budget and Schedule. Based on the proposed (or proposed alternative) scope in Section 5, please provide the following per task item: timeline, # hours by staff and/or sub-consultant, billing rates and a total not-to-exceed contract price.
7. Comments/Questions on the City Standard Consultant Agreement. The City Standard Consultant Agreement is attached for your consideration. (See Attachment A “City Consultant Agreement”). If the Consultant has any questions/concerns related to any provision of the standard form contract, they must be submitted in writing with your response to the Request for Proposals.

## Submittal Instructions

Responses should be submitted by mail or in person by **2:00 PM PST on Thursday, September 14, 2017** to:

Michelle Giles  
Redevelopment Project manager – Base Reuse  
City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501

Submittals shall be clearly marked on the outside cover or envelope “Response to Request for Proposals: Alameda Point Architectural Consultant Services.”

An optional tour and pre-proposal conference will be held on **August 23<sup>th</sup> from 9:00 am. to 11:00 am** in Conference Room 201 at City Hall West, 950 West Mall Square, Alameda CA. Please RSVP if you will be attending.

## Selection Process

The selection process for the Consultant Team will proceed as follows:

1. Based upon the submitted proposals, the selection team will select 2-3 Consultant Teams to interview. Interviews are tentatively scheduled for the week of September 18th, at City Hall, 2263 Santa Clara Avenue, Alameda, CA.
2. At the interview, the selection team will expect the Consultant Team to make a 5-10 minute presentation introducing the lead Project Manager, the team, and focusing on the Consultant Teams' proposed understanding and approach to the Proposed Scope of Work. The Project Manager must be present for the interview/presentation. The presentation will be followed by a question and answer period by the selection team.
3. Upon completion of the interview process, the selection team will select a preferred Consultant Team. The City intends to complete the contract with the selected Consultant in a timely manner so that the Consultant can commence work in October 2017.

The final selection will be based upon the following criteria:

- A. The Consultant Team's demonstrated understanding of Alameda Point area, and the proposed scope and approach to the project and of the need for an efficient and effective approach to successfully completing the project. (20%)
- B. The Consultant Team's specific experience with tech campuses and users doing historic building assessments and renovations, major adaptive reuse projects and building renovations, conceptual architectural/ urban design, architectural renderings, and any completed tech campus projects. (40%)
- C. The quality and experience of the Project Manager and key staff and sub-consultants who will be working on the project. (20%)
- D. The Consultant Team's proposed not-to-exceed contract price (15%)
- E. The Consultant's ability to meet the City's standard contract requirements. (5%)

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

**The selected Consultant or Consultant Team will be ineligible to participate on any future development team for this project.**

## Questions

Michelle Giles, Redevelopment Project Manager – Base Reuse Department, [mgiles@alamedaca.gov](mailto:mgiles@alamedaca.gov), is available to answer questions and respond to requests for additional information. All questions must be submitted in writing.

**Document Library** - <https://alamedaca.gov/node/5270>

**Exhibit A** – City Standard Professional Contract

EXHIBIT A

**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 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
- 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.

The City Manager may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement

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



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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

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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 Indemnites which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnites for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnites from Claims arising from the sole negligence or willful misconduct of Indemnites.

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

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

**10. INSURANCE:**

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

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

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

A. **COVERAGE:**

Provider shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

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

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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

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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.



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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.

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**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.

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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.

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**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*



EXHIBIT A

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  
Interim City Manager

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
[DEPARTMENT HEAD NAME]  
[DEPARTMENT HEAD TITLE]

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
[NAME]  
[Assistant] City Attorney

EXHIBIT A

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.

EXHIBIT A

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.