



City of Alameda, California
Recreation and Park Department
2226 Santa Clara Avenue,
Alameda, CA 94501
(510) 747-7570 awouldridge@alamedaca.gov

REQUEST FOR PROPOSALS CONSTRUCTION MANAGEMENT SERVICES FOR MULTIPLE ALAMEDA PARK PROJECTS

I. INTRODUCTION

The City of Alameda incorporated in April 1854 and is located on an island in the San Francisco Bay. The city is 22.7 square miles with a population of approximately 74,000. The city provides a full service Recreation and Park Department which administers comprehensive programs and an extensive system of 19 parks, athletic fields, dog parks, skatepark, boat ramps, community centers, and senior center.

The City of Alameda (City) intends to engage a construction management firm (Consultant) to provide construction management services. The City is interested in firms with recent expertise and experience in the construction management of projects similar to those described below.

It is necessary for Proposers to read the information contained in the Request for Proposal (RFP) to understand how to submit the proposal, what documents must accompany the proposal and what legal obligations the Proposer is submitting by providing a successful proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP and, if invited, participate in an interview. Proposals must be received by the City Clerk by 2:00 PM on Thursday, May 12th, 2016.

II. PROJECT DESCRIPTION

Multiple projects are included in the scope of work for construction management services. These include:

- Jean Sweeney Open Space Park (Phase 1 and Phase 2)
This 27-acre park is bordered by Constitution Way, Atlantic Avenue, and Sherman Street and includes playgrounds; picnic area; community garden, urban orchard and demonstration gardens; plaza areas; open classroom area; bicycle and walking trails; a natural open landscape area with California native, drought-tolerant plants and pedestrian-only hiking trails; bike skills loop, plus lighting, restrooms and amenities. Phase 1 includes the Cross Alameda Trail along the northern border of the park. Phase 2 includes the most eastern 1/3 of the park.

- Estuary Park (Phase 1 and possibly Phase 2)

This 8-acre located at Singleton Ave. and Mosley Ave. on the Oakland/Alameda Estuary in Alameda. This project includes a youth baseball field, a lighted, rectangular synthetic turf athletic field, playground, field and park lighting, pathways, pre-fabricated restroom, landscape and group picnic areas.

- Krusi Park Recreation Center

This project is located southeast side of Alameda and is bordered by Otis Drive, High Street, Mound Street and Otis Elementary School. It includes demolition of the existing building, site work and installing a pre-fabricated building including the slab-on-grade, structure, systems, equipment, and finishes.

The construction estimates and schedule are included in Exhibit 1.

III. **SCOPE OF SERVICES**

The scope of services may include, but is not limited to, the tasks listed below. The final detailed scope of services will be negotiated between the City and Consultant during contract negotiations.

1. **Pre-Construction Services**

Perform preconstruction review of plans and specifications for constructability, and make necessary recommendations to address challenges. Analyze and make recommendations for a streamlined construction schedule; implementing methods and procedures to minimize risks and delays during construction; design improvement and cost savings recommendations. Provide bidding assistance including pre-bid conference; coordinate with Architect/Engineer team's Construction Administrator to ensure accurate and timely responses to Requests for Information; and assist with post-bid evaluation.

2. **Construction Services**

Work closely with the architect/Construction Administrator, and City staff throughout construction with the goal of bringing the projects in on time and within budget. The Consultant would be charged with managing the General Contractor and coordinating, expediting, facilitating, and resolving the various construction related issues as they arise.

- a. **Quality Assurance** – Coordinate inspection and/or observation to ensure project is constructed in accordance with the project documents. Prepare and maintain daily inspection reports. Maintain a digital photo library of construction activities as needed to document deficiencies for inspection and change orders.
- b. **Document Control** – Receive, coordinate and notify responsible parties for all correspondence with the Contractor and consultants. Prepare project correspondence, manage the receipt, logging, control tracking, and timely processing of project documents and correspondence (ex: Contractor submittals, progress schedules, potential change orders, change orders, letters, etc.). Maintain records of inspections,

reports, and test results received from the Contractor or consultants. Oversee and coordinate required submittal reviews, construction document clarifications, and Requests for Information (RFIs) between Contractor, City and Design Architect/Engineer/Construction Administrator for conformance with project Plans and Specifications and timely turnaround times.

- c. **Meetings** – Schedule and conduct weekly construction progress meetings with the Contractor and City project manager to review the schedule, upcoming activities, clarifications, submittal status, and change orders. Provide an agenda and minutes for each meeting.
- d. **Claims** – Identify and track potential Contractor claims. Provide written explanation of each claim to City, including background information and proposed resolution. Support and assist City in resolving Contractor claims and disputes, and negotiate to an agreed resolution.
- e. **Progress Payments** – Review Contractor’s monthly progress payment requests, verify work completed and payment quantities.
- f. **Public Information** – Coordinate with the Contractor and City staff to ensure timely responses occur for neighborhood residents’ complaints – if any - related to construction or related activities.

3. Closeout

- a. **Punch List** – Coordinate and verify inspection punch list at substantial completion. Coordinate corrections with the A/E team Consultants and Contractor. Verify project completion and cleanup by Contractor. Schedule and conduct a final walk through with A/E team, Contractor and City prior to recommendation of acceptance.
- b. **Acceptance** – Obtain record drawings from the Contractor, coordinate with the A/E team’s Construction Administrator to review and certify that the Contractor record drawings are complete. Provide written recommendation of project acceptance to City in preparation of formal project acceptance.
- c. **Final Payment** – Obtain and verify all lien releases from Contractor. Recommend final payment in the form of release of retention.
- d. **Records** – Provide a final report to City, along with all project files as electronic copies.

IV. SUBMITTAL AND REVIEW PROCESS

- 1. Questions regarding the RFP shall be submitted in writing to Amy Wooldridge, Recreation and Parks Director, at awooldridge@alamedaca.gov. Questions and responses will be posted on the City of Alameda website.
- 2. Late submittals will not be accepted.

3. Submit three (3) copies of the written proposal to:

City Clerk
Attn: Amy Wooldridge
2263 Santa Clara Avenue, 3rd Floor
Alameda, CA 94501

and email a PDF copy to Amy Wooldridge at awooldridge@alamedaca.gov

Proposals are due by 2:00 p.m. on Thursday, May 12, 2016.

4. One (1) copy of the cost proposal shall be submitted in a separate sealed envelope at the same time as the submittal of the proposal. Compensation shall be on a lump-sum fee basis with estimated reimbursable expenses included.
5. The City reserves the right to award all of parts of this project's scope of work to several respondents; to reject any or all written proposals, whether or not minimum qualifications are met; and to modify, postpone, or cancel the RFP without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any candidate submitting a written proposal. The City also reserves the right to reject any subconsultant or individual working on a consultant team and to replace the sub-consultant or individual with a mutually acceptable replacement.
6. A proposal may be rejected for any of the following reasons: received after the designated date and time; not containing the required elements; considered not fully responsive; contains excess materials not request for in the RFP.

V. PROPOSAL TIMELINE

April 29, 2016	RFP Issued
May 12, 2016	Proposals Due
Week of May 16, 2016	Interviews with highest ranked proposers, if necessary.

VI. PROPOSAL CONTENT

The proposal should include the following:

1. **FIRM INTRODUCTION:** Including information such as form of organization, length of time in business, office location(s), number of staff and a general summary of qualifications documenting the strengths of the firm, areas of expertise and licensing. Include name, email address and phone number for the firm's contact person.
2. **APPROACH:** The firm's project management practices, methodologies and processes.

3. **PROJECT EXPERIENCE AND EXAMPLES:** Listing and describing specific experience that is related to the type of service required by this project design. Project experience should list the type of work provided with the client contact information for each project.
 - a. Include a maximum of five (5) relevant project examples. For each project, provide the following information:
 - i. Project photograph, if available.
 - ii. Project name and location.
 - iii. Client name, address, contact person, email, and phone number.
 - iv. Brief description of the project and scope of work performed, including any relevance of the example project to the RFP projects.
 - v. Month and year construction began and completed (or expected completion). Include if project was finished late or early and if so, how long.
 - vi. Total square footage.
 - vii. Construction cost (estimated at start and actual at completion).
 - viii. Dollar amounts of all change orders requested; denied by owner; and claims filed by the general contractor or subcontractors.
 - ix. Description of the Construction Manager's project role and responsibilities.
 - b. Specifically include experience related to park projects with contaminated soils; synthetic turf installation; pre-fabricated building installation; and work on projects funded by state or federal grants.
4. **FIRM SERVICES AND CAPABILITIES:** Describe the services, capabilities, and advantages that your firm offers, such as:
 - a. Relevant background and qualifications of firm.
 - b. Current workload.
 - c. Available staff, resources.
 - d. Proximity to City's multiple parks projects.
 - e. Ability to perform on short notice and under time constraints.
 - f. Cost and schedule control procedures as part of construction management.
 - g. Capabilities that distinguish you from other firms.
5. **WORK PLAN:** Detailed work plan with estimated hours by task for this project.
6. **KEY STAFF:** Including the identification of the Principal-in-Charge and the proposed Resident Engineer. Include any experience in park construction projects, specifically open space, playgrounds, pathways, lighting, synthetic turf, athletic fields, pre-fabricated buildings.
7. **PROJECT APPROACH:**

- a. Present your concept of the approach and organization required for these projects. Indicate your understanding of the critical project elements and what special approaches your team will utilize to manage these elements.
- b. Describe how you would keep the projects within budget.
- c. Describe how you intend to interface with City staff, Contractor, Construction Administrator, and Consultants.
- d. Include information or examples of coordination, scheduling, tracking, and monitoring activities and identify staffing requirements.
- e. Include a discussion of your control documents for submittals, requests for information, change orders, and any other relevant management tools.

8. CONSULTING SERVICES AGREEMENT

- a. Comments and exceptions, if any, to the City’s standard consultant agreement (i.e.; SERVICE PROVIDER AGREEMENT) and insurance requirements should be noted. It is understood that prospective Consultants have reviewed the agreement (Exhibit 2) and will take exception only to those items identified in the proposals. If there are any concerns or proposed exceptions requested to the standard consultant agreement, these issues are to be discussed at the time of the interview.

VII. SELECTION PROCESS

The selection process shall proceed as follows:

1. A screening committee will review and evaluate the submittals and may select up to two Consultants to interview. The City may also not elect to interview Consultants.
2. At the interview, the selection team will expect the Consultant team to present its team members to discuss their experience, qualifications, approach, available resources, and other pertinent information. The presentation will be followed by a question and answer period by the selection team.
3. The final selection will be based upon the following criteria and points for a total of 100 points:
 - Past experience with similar projects. (25 points)
 - Understanding of the scope of work and demonstrated ability to successfully complete the work. (25 points)
 - Demonstrated technical ability. (20 points)
 - Quality and experience of the project manager and key staff persons who will be working on the project on a daily basis and percentage of time/commitment of key team leaders to the project. (15 points)
 - Project delivery approach with innovative techniques. (15 points)

The ideal Consultant will:

- Represent the City’s interest as their own.
- Be competent and professional at all times.

- Be fair and ethical with all parties.
- Perform in a timely manner and as scheduled.
- Exercise good judgment.
- Listen and respond to their client.

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.

VIII. CONDITIONS OF REQUEST

1. Liability of Costs and Responsibility

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

The selected lead consultant will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected lead consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2. Validity

The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing at the date the proposals are due, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

3. 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 Business License which will be required in connection with the performance of services hereunder.

EXHIBIT 2
Standard City Consulting Services 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 issued an RFP on April 27, 2016 and after a submittal period of 15 days received **XX** 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 Recreation and Parks Director, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Recreation and Parks Director 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 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 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.

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

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

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

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

10. INSURANCE:

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

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

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this

Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$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 at least \$2,000,000.

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
Recreation and Parks Department
2226 Santa Clara Avenue
Alameda, CA 94501
ATTENTION: Recreation and Parks Director
Ph: (510) 747-7570 / Fax: (510) 523-4071 / Email: ARPD@alamedaca.gov

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

Amy Wooldridge
Recreation and Parks Director

APPROVED AS TO FORM:
City Attorney

Michael Roush
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

Name of Person or Organization:

SAMPLE

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:

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CA 20 48 02 99