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# City of Alameda California



## REQUEST FOR PROPOSAL

## ARCHITECTURAL SERVICES AND CONTRACT ADMINISTRATION FIRE STATION # 3

**APRIL 2014**

### IMPORTANT DATES

PROPOSAL DUE DATE:	APRIL 21, 2014
SELECTION INTERVIEWS:	WEEK OF APRIL 28th
CONTRACT AWARD:	JUNE 3, 2014
PROJECT START DATE:	JUNE 5, 2014

#### Contact:

Robert G. Haun, Public Works Director  
950 West Mall Square, Room 110, Alameda CA 94501  
Phone: (510) 747-7900 / Fax: (510) 769-6030  
Email: [bhaun@alamedaca.gov](mailto:bhaun@alamedaca.gov)

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## INTRODUCTION

The City of Alameda Public Works Department, in conjunction with the Fire Department, is seeking individuals, teams, firms, or a combination thereof interested in providing architectural services and contract administration for a new Fire Station located at the corner of Buena Vista Avenue and Hibbard Street. The City anticipates the construction of the new Fire Station in Spring 2015.

### Purpose of the Request

The City is seeking submittals that include: 1) Architectural services of an architectural firm to work under the direction of the Public Works Department in providing construction drawings for Fire Station #3. The selected architect will provide the full range of architectural and engineering services -- renderings, drawings, specifications, scopes of work (suitable for inclusion in a Bid Package) and other professional services, and 2) Contract Administration.

### Timetable

**Responses to this RFP are due and must be received in the Public Works Office, 950 West Mall Square, Room 110, Alameda, CA 94501, no later than 2:00 p.m., Pacific Daylight Time, on April 21, 2014.** Responses must be addressed to the attention of Bob Haun, Public Works Director.

The following schedule has been established for this Request for Proposal:

RFP Release Date	April 7, 2014
Proposals Due	April 21, 2014
Interviews Scheduled	Week of April 28, 2014
Consultant Selected	May 5, 2014
Final Contract Negotiations	May 7, 2014
City Council Approval of Contract	June 3, 2014
Project Start Date	June 5, 2014
Project Completion	December 2, 2014

### Project Manager

This project will be administered by the City of Alameda Public Works Department. All questions or correspondence must be addressed to:

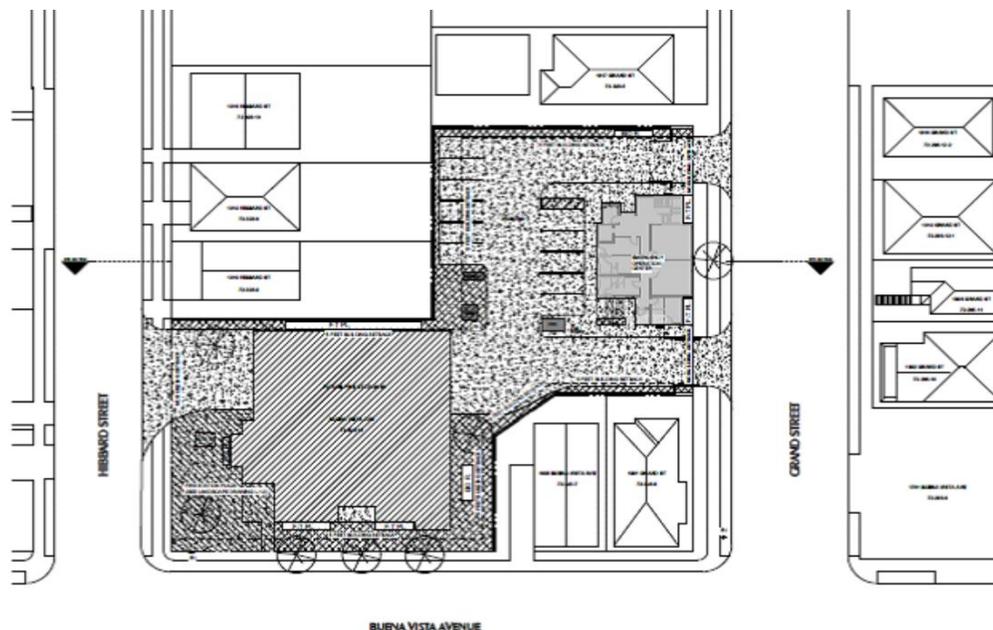
Bob Haun, Public Works Director  
Public Works Department  
950 West Mall Square, Room 110  
Alameda CA 94501  
Phone: (510) 747-7900  
Fax: (510) 769-6030  
Email: [bhaun@alamedaca.gov](mailto:bhaun@alamedaca.gov)

## BACKGROUND

Fire Station 3 is temporarily located at 1709 Grand Street in a leased home and primarily serves the central areas of Alameda's Main Island. Its permanent location at 1703 Grand Street, which was built in 1924, had to be closed in 2001 when the building was deemed seismically unsafe. Rehabilitation or re-building 1703 Grand Street is not a viable option. Even if 1703 Grand Street were to be rehabilitated, the building would remain too small to house current standard fire trucks and equipment. A new, City-owned site at the corner of Hibbard Street and Buena Vista Avenue was identified to construct replacement of Fire Station 3.

In 2012, the City entered into an agreement with Brown Reynolds Watford (BRW) Architects to conduct a site feasibility study by providing architectural, engineering, planning, financial and environmental analyses regarding replacement of Fire Station 3 and construction of a new Emergency Operations Center (EOC). In 2013 the City continued its contract with BRW to implement the next phase of design work which included perimeter site and street improvements, on-site improvements, limited accommodations for the future Fire Station 3, and completion of the EOC.

On January 27, 2014, the Planning Board approved Design Review Application PLN14-0009 for the construction of the Emergency Operations Center Building. This Design Review approval included approval of the site plan which incorporates Fire Station #3.



On February 6, 2014 the Historical Advisory Board approved Certificate of Approval PLN14-0009 to allow removal of one Coast Live Oak (*Quercus agrifolia*) from the site. It will be replaced with one new Coastal Live Oak tree and one new Pin Oak tree, which are reflected on the landscape plans approved as part of Design Review Application PLN14-0009. The Bay Friendly Landscaping for the fire station would be installed during construction of that building.

The site plan is a result of the staff and community input received from several community meetings. The site totals approximately 25,245 square feet and includes Fire Station #3, the EOC building, eleven parking spaces, three accessory structures (generator, fuel pump and transformer) and associated drive aisles and landscaping. The fire station will have a building footprint of approximately 6,745 square feet, and a total floor area of about 8,860 square feet. The EOC building is tentatively scheduled to be completed by the spring of 2015. The fire station is scheduled to begin construction immediately thereafter in the spring of 2015.

## SCOPE OF SERVICES

The City of Alameda is seeking a team of professionals to enter into a contract with the City for the design and construction of Fire Station #3. Specific responsibilities with respect to Architectural and Construction Services are outlined in this section.

### Phase 1: Architectural Services

#### Architectural Services

Consultant shall:

- 1) Develop elevations, schematic drawings and presentation drawings for Public Works Department and Fire Department review. The drawings will be used for the Use Permit and Design Review approvals for the fire station.
- 2) Identify new furnishings, fixtures, and equipment that will be necessary for the new facility.
- 3) Develop construction documents to include:
  - a. Utilities
  - b. Schematic Drawings
  - c. Presentation Drawings
  - d. Foundation Details
  - e. Floor Plans
  - f. Elevations
  - g. Sections
  - h. Building Details
  - i. Roof Plans
  - j. Structural
  - k. Mechanical
  - l. Plumbing
  - m. Electrical

- 4) Submit construction drawings to the Building Division. Respond to Plan Check comments for Building Permits.
- 5) Cost Estimate. Provide schematic drawings, 60% complete construction bid documents, and 90% complete construction bid documents.

## Phase 2: Contract Administration

- 1) Preparation of bid documents and technical specifications for the selection of a construction firm. City will provide front end specification.
- 2) Assist the City in the selection of a construction firm to construct Fire Station #3.
- 3) Oversee the construction process and ensure work proceeds in accordance with plans and specifications.
- 4) Approve and process any change orders.

## PROPOSAL FORMAT

### Proposal Submission Instructions

All proposals must meet the content requirements and format guidelines listed below in the "Proposal Content Guidelines" section. The complete proposal shall be submitted by the due date in a sealed envelope marked "ARCHITECTURAL SERVICES AND CONTRACT ADMINISTRATION FOR FIRE STATION #3 ". A total of five (5) copies of the proposal shall be submitted in a sealed envelope, which details the business name, business address, and contact person of the respondent.

All proposals must be received in the City of Alameda Public Works Department by **April 21, 2014 at 2:00 p.m.** No proposals shall be accepted after that time. Hand delivery before the deadline is recommended. **Proposals received after the time and date listed above shall be returned to the proposer unopened.**

### Proposal Content Guidelines

Proposals should include the following:

- A letter of introduction briefly describing an understanding of the requested scope of work and qualifications to undertake this work such as experience in providing like services, background of the firm(s), and resumes of the principals involved.
- Additional material such as brochures and photos, promotional material, references, and supplemental graphics, applicable to the content of the proposal.
- Signature by an individual authorized by the firm or partnership.

Project Team:

- a) Prime Consultant(s): Name of entity submitting the proposal, its mailing address, telephone and facsimile number, the name of contact individual as well as the signature of principal/owner/officer in case of joint venture or other.
- b) Sub-Consultants (including licensed architect, electrical engineer and/or other engineer(s), qualified cost estimator, environmental consultants, etc.): List sub-consultants with individual addresses, telephone numbers, facsimile numbers, and areas of expertise.
- c) Briefly describe the project responsibility of each team member. Identify which consultants or sub-consultants are Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), and/or locally owned business.

Project Personnel:

Description of organization, management, and team members. Provide a description of team/consultant organization and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify the project manager and the day-to-day contact person for the project. Contract terms will not permit substitution of lead personnel without prior approval by the City. A description of qualifications of the professional personnel to be employed with a summary of similar works performed and a resume for each professional.

Major Projects List

Provide a list of major projects (**similar fire station type projects preferred**) both on-going and planned, to which the project team is committed. Include the following information about each project:

- a. project name and location
- b. project type
- c. brief project description
- d. description of how the consultant worked to incorporate the interests of the client, community groups and other stakeholders
- e. project time frame
- f. consultant's work scope
- g. consultant's fee
- h. staff who worked on the project and their respective roles
- i. client information, including contact person's name, address, and telephone number.

### References, Related Experience and Examples of Work

Describe experience in providing comprehensive design, engineering, and project management services for projects of the size and scope similar to this project. Specifically provide information and examples of:

- a. Development of building designs and architectural drawings that comply with earthquake resistance code requirements for an Essential Service facility.
- b. Provide details of the firm's experience with the planning, design and construction of LEED buildings. Provide details and scope of project and the LEED level obtained and the date of completion.
- c. Provide details of the firm's experience with PG&E's Savings by Design, Bay Friendly Landscape and StopWaste.Org's or any other green or energy conservation grant programs. Provide details of the firms experience with solar projects.
- d. Provide details of the firm's experience in completing projects with City of Alameda. State the firm's experience in this regard.

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

### Additional Document Requirements

In addition to the information required in the previous section, the response must include the following:

- a. Indicate the number of architects licensed in the State of California in the firm. Provide evidence of valid license in the State of California, for those assigned to City's project if applicable (i.e., architectural and engineering).
- b. A statement identifying the subcontractors with corresponding certifications must be included. Sub-contractors will be evaluated as part of the proposer's team. (At a minimum, list structural, mechanical and electrical engineers, including the sub-consultants license numbers.)
- c. Certified statement that neither the firm nor members of the firm are debarred, suspended or otherwise prohibited from professional practice by any federal, State or local oversight, regulatory or law enforcement authority.
- d. Statement that the firm is financially sound and has financial resources sufficient to successfully execute the contract in the time frame outlined.
- e. Ability of the firm to provide all appropriate and applicable insurance coverage carried by the firm, including policy coverage per Appendix A attached hereto and incorporated herein by this reference.

### Base Bid and Fee Schedule

Provide detail of all costs, including prime's costs, costs of all subcontracts, subtasks, and direct cost items. Include as a separate line item, cost of reimbursable or provide a reasonable allowance.

Provide hourly rates for applicable staff positions:

- a. Principal in Charge
- b. Architect
- c. Draftsperson(s)
- d. AutoCAD Operator
- e. Structural Engineer
- f. Mechanical Engineer
- g. Electrical Engineer
- h. Civil Engineer
- i. LEED Consultant
- j. Cost Estimator

### Contract

Comments and exceptions, if any, to the City's standard consultant agreement and insurance requirements should be noted. It is understood that prospective Consultants have reviewed the agreement (Attachment A) 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.

### Project Schedule and Deliverables:

- a) **Proposed Project Schedule:** The proposal shall include a schedule to undertake the work program. Consultant shall incorporate review period of all relevant departments into the schedule. Updated project schedule shall be provided at regular intervals.
- b) **Deliverables:** The consultant, immediately after signing agreement with the City, will develop a system to assemble, organize, prepare, store, and utilize data both in hard copy form and in electronic format. The standards developed by the consultant for the project (both electronic and hard copy) must be in accordance with City standards and approved by the Public Works Director. The Consultant is to provide the documents for each phase:
  - 1) Drawings (schematic drawings; construction bid documents at 60% completion; construction bid documents at 90% completion), and drawings for the design review process (approximately 15 copies), plus an electronic copy will be required to be submitted; and during plan check – approximately six sets of the construction bid documents. Drawings will also be provided electronically (AutoCAD 2000) on computer disk and one set of reproducible sheets; and

- 2) Reports and specifications to be provided electronically on a computer disk (Microsoft Word/Excel) and one paper copy.

## SELECTION PROCESS

### Process

The selection process shall proceed as follows:

1. Based upon the submitted written responses to this RFP, the City selection team shall select three to six Consultant teams to interview.
2. At the interview, the selection team will expect the Consultant team to present its team members and their qualifications. 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.

The final selection will be based upon the following criteria:

- A. The team's past experience with similar projects. (30%)
- B. The 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. (30%)
- C. The team's understanding of the scope of work and demonstrated ability to complete the work successfully. (20%)
- D. The team's cost competitiveness. (10%)
- E. The firm's ability to meet standard City contract requirements. (10%)

The City of Alameda 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 of Alameda reserves the right to reject any and all proposals at its discretion, thus not awarding the contract to any firm. The City of Alameda reserves the right to modify this RFP or the criteria for selection in any manner, to cancel this RFP, or to reject any one or more or all submittals.

The City reserves the right to invite the top candidate(s) for an oral interview, or to request additional clarifying information. The firm with the highest rating may be invited to negotiate a final agreement. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm. The recommendation of the Public Works Department shall be submitted to the City Council for award of contract.

## Limitations

All reports and pertinent data or materials shall be the sole property of the City of Alameda, and may not be used or reproduced in any form without the explicit written permission of the City.

The City reserves the right to extend the time allotted for the proposal, to verbally examine the bidder in person, request copies of previous work prepared by the Consultant, and to request a best and final offer, should the City deem that it is in its best interests to do so.

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to cancel this request in part or in its entirety. The City may require the selected Consultant to participate in negotiations and to submit such technical, price, or other revisions of their proposals as may result from negotiations.

## Oral and Written Explanations

The City shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the review process and after award become binding when confirmed in writing by an authorized City official.

## City Responsibilities

The City shall provide potential Consultants with:

- Appropriate background material related to the current operation of the Fire Station, including staffing levels,
- Additional documents such as site maps, photographs, aerial photographs, and diagrams,

This project shall be administered by the City of Alameda Public Works Department. All questions, correspondence and information requests should be addressed to:

Robert G. Haun  
950 West Mall Square, Room 110  
Alameda, CA 94501  
Phone: (510) 747-7900  
Fax: (510) 769-6030  
Email: [bhaun@alamedaca.gov](mailto:bhaun@alamedaca.gov)

## CONDITIONS OF REQUEST

### General Conditions

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

The City also reserves the right to reject any subconsultant or individual working on a consultant team and to replace the sub-consultant or individual with a mutually acceptable replacement.

Any changes to the proposal requirements will be made by written addendum.

### 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.

### Validity

The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing April 21, 2014, 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.

### Standard Consultant Agreement

A sample consultant agreement has been provided in the Appendix for the proposer's review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the consultant agreement, these should be identified specifically; otherwise it will be assumed that the proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be

the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The City will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the proposal. The consultant agreement will not be executed by the City without first being signed by the proposer.

## 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.

## Oral and Written Explanations

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

## Proposer's Representative

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

## Deliverables

One unbound copy of each final document and a computer disk containing all final documents and all information are to be provided. The consultant will develop a system to assemble, organize, store and utilize data in an electronic format. At the outset of the agreement, the consultant will submit a description of the software to be used in preparation of the reports and graphics. 15 copies, plus an electronic copy of the drawings will be required to be submitted during the design review process. Approximately six sets of the construction bid documents will be required during the plan check review.

## Insurance

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

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and COMPANY NAME, a (California corporation, partnership, sole proprietor, individual) whose address is ADDRESS, hereinafter called the Consultant, 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. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- C. Consultant 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 Consultant desire to enter into an agreement for architectural services and contract administration for Fire Station No. 3, 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 \_\_\_\_\_ 201\_, and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_, unless terminated earlier as set forth herein.
- 2. SERVICES TO BE PERFORMED:  
Consultant agrees to perform 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 Consultant acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to perform all tasks included therein.
- 3. COMPENSATION TO CONSULTANT:  
Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from CIP \_\_\_\_\_.

Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit a written estimate of the total amount of work done the previous month. Payment will be for time and direct costs and are not to exceed budget. Pricing and accounting of charges are to be according to the fee schedule in Exhibit "B" unless mutually agreed upon in writing. Extra work must be approved to in writing by City prior to performance and shall be paid on a Time and Material basis using Exhibit "B" schedule.

Compensation for bid is \$\_\_\_\_\_.

4. TIME IS OF THE ESSENCE:

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

5. INDEPENDENT PARTIES:

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, 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 Consultant'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 Consultant, 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 fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

6. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

7. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor 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. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

8. HOLD HARMLESS:

Indemnification:

Consultant shall indemnify, defend, and hold harmless 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 Consultant'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 Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

Indemnification For Claims for Professional Liability:

As to Claims for professional liability only, Consultant'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.

9. INSURANCE:

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant'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 thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant 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 as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Consultant 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 \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automotive liability coverage 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 Consultant in the amount of at least \$2,000,000.

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

If Consultant 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 Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant 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 and commissions, officers, and employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. 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 Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

10. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant 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.

11. PROHIBITION AGAINST TRANSFERS:

Consultant 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 City. 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 by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

12. SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

13. PERMITS AND LICENSES:

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

14. REPORTS:

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report

required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

15. RECORDS:

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, 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 for a period of three (3) years after receipt of final payment.

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 contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

16. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
Attention: Robert G. Haun, Public Works Director  
Ph: (510) 747-7900 / Fax: (510) 769-6030

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. TERMINATION:

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Consultant written notice thereof.

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 Consultant as provided herein. Upon termination of this Agreement, 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.

18. PURCHASES OF MINED MATERIALS REQUIREMENT:

Consultant shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Consultant shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the

suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: [www.conservation.ca.gov/OMR/ab\\_3098\\_list/index.htm](http://www.conservation.ca.gov/OMR/ab_3098_list/index.htm). Note that the list changes periodically and should be reviewed accordingly.

19. COMPLIANCES:

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

20. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting 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.

21. ADVERTISEMENT:

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

22. 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.

23. INTEGRATED CONTRACT:

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 Consultant.

24. INSERTED PROVISIONS:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

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.

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

CONSULTANT  
(Type of Corporation)

CITY OF ALAMEDA  
A Municipal Corporation

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
John A. Russo  
City Manager

\_\_\_\_\_  
Name  
Title

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Robert G. Haun  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
Michael Roush  
Interim 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 CONTRACTORS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda  
Public Works Department  
Alameda Point, Building 1  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

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

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

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

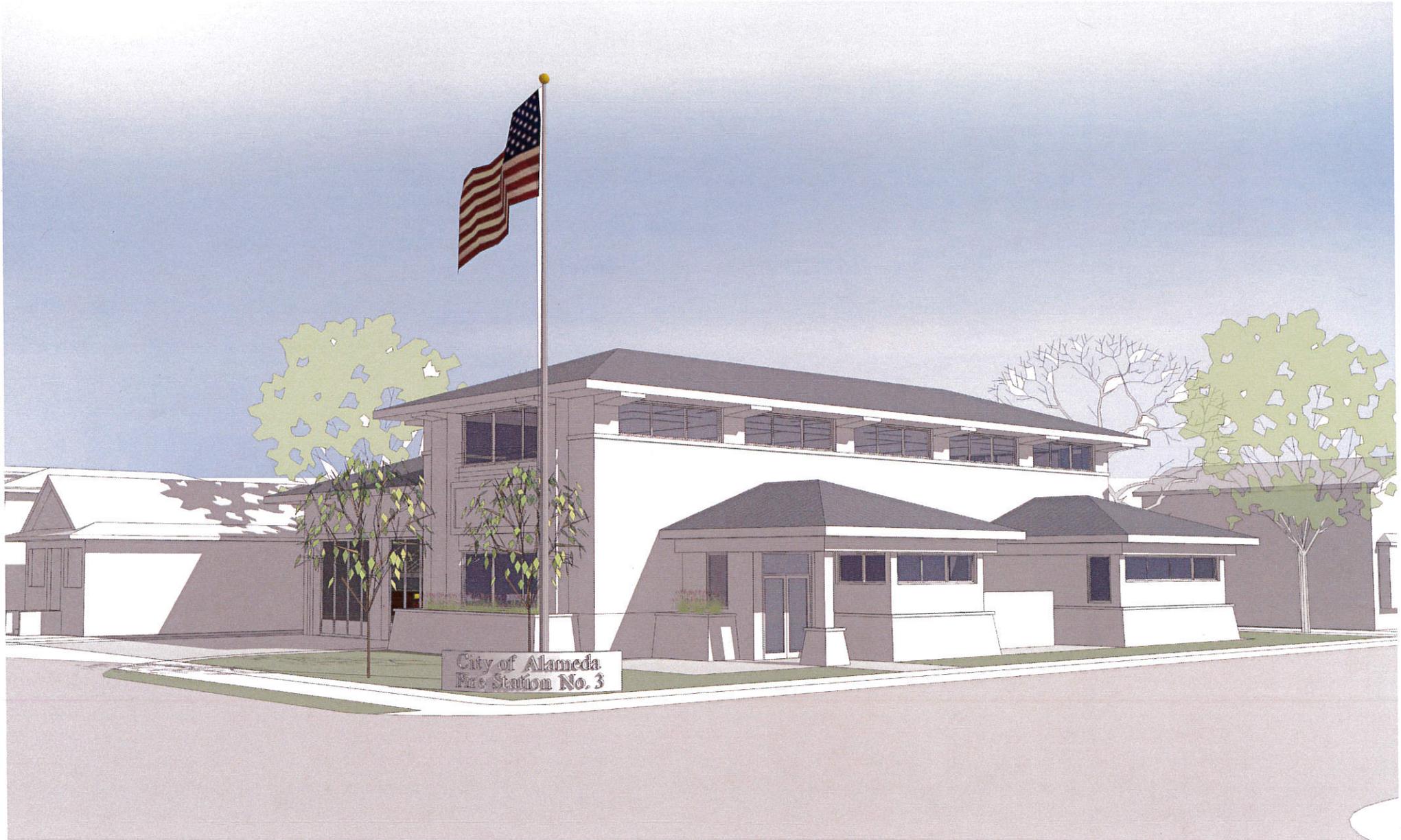
PRIMARY INSURANCE:  
IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

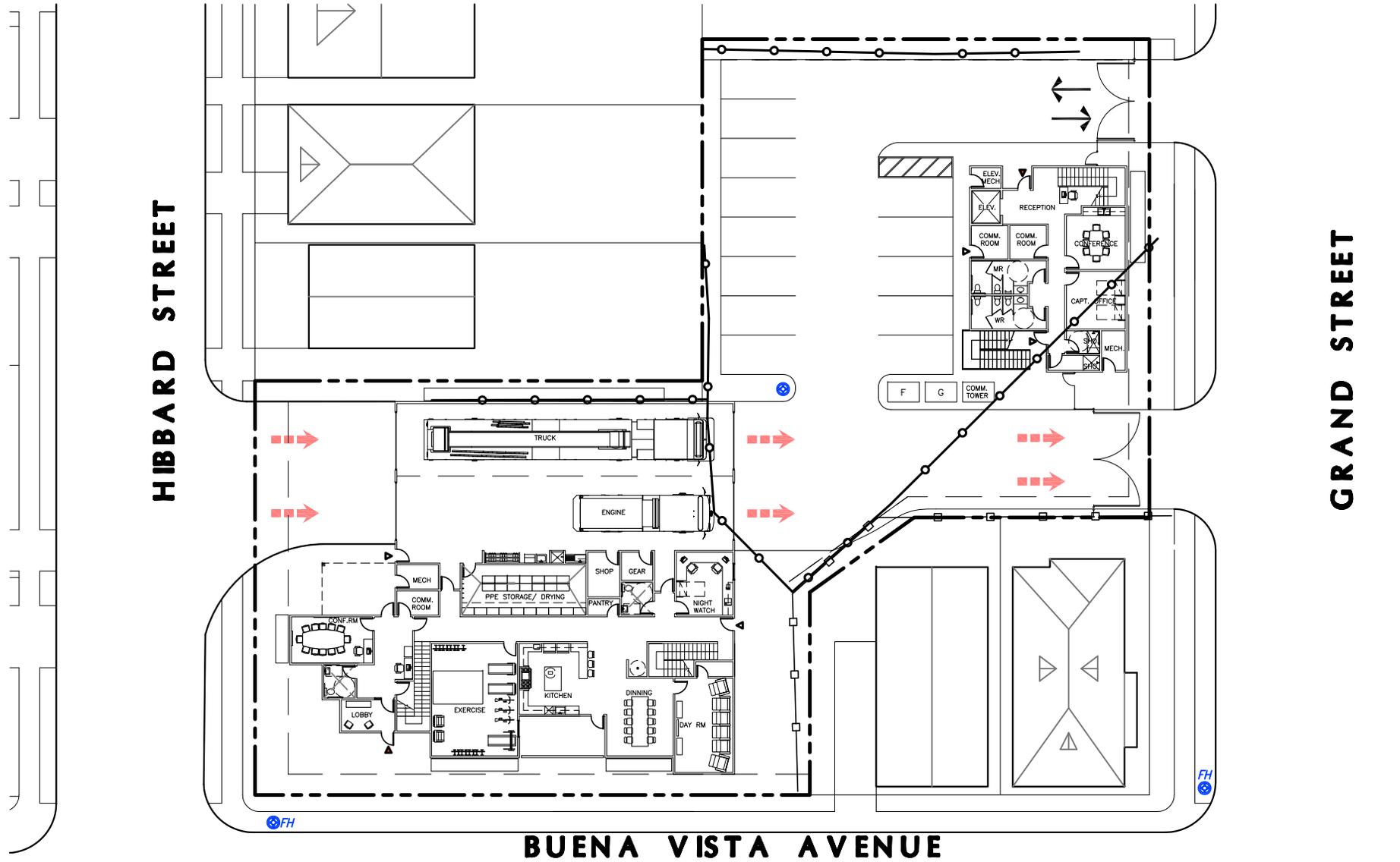
SEVERABILITY OF INTEREST:  
IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

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

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





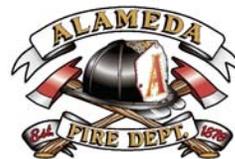


**BUENA VISTA AVENUE**

**FIRST FLOOR PLAN**

**BROWN REYNOLDS WATFORD**  
DECEMBER 19, 2012

**BRW** ARCHITECTS  
1620 MONTGOMERY STREET  
SUITE 320  
SAN FRANCISCO CA 94111  
415.749.2670



CITY OF ALAMEDA  
**FIRE STATION NO. 3**  
BUENA VISTA AVENUE  
ALAMEDA, CA



