

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 6th day of September 2023 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and CMG LANDSCAPE ARCHITECTURE, a California corporation, whose address is 444 Bryant Street, San Francisco, CA 94404 (“**Provider**”), in reference to the following facts and circumstances:

### **RECITALS**

- A. The 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: Technical Consultants for the following three adaptation projects: Long-term Adaptation Plan, Oakland-Alameda Estuary Adaptation Project and Bay Farm Island Adaptation Project. On behalf of the San Leandro Bay/Oakland-Alameda Estuary Adaptation Working Group (Working Group), City staff issued an Adaptation Technical Consultants Request for Proposals (RFP) on May 2, 2023. After a submittal period of 49 days, the City received eight timely submitted proposals on June 20, 2023. The Selection Committee reviewed the proposals and selected the Provider after interviews with the top three teams. The Selection Committee consisted of representatives from the City of Alameda (two), City of Oakland, East Bay Regional Park District, Caltrans, Port of Oakland and Community Action for a Sustainable Alameda.
- C. Provider is specially trained, experienced and competent to perform the special services that will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on September 5, 2023.
- E. The City and Provider desire to enter into an agreement for Adaptation Project Technical Consultant, upon the terms and conditions herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

#### **1. TERM:**

The term of this Agreement shall commence on the 6th day of September 2023, and shall terminate on the 30<sup>th</sup> day of June 2027, unless terminated earlier as set forth herein.

## **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. 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. Provider may rely on the data and information provided by the City without independent verification.

## **3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference.

b. The total compensation for this Agreement shall not exceed \$2,767,000 including contingencies. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

## **4. TIME IS OF THE ESSENCE:**

Provider and the 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 the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the 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 the 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 the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

## **9. HOLD HARMLESS:**

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

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

## **10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. 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 thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

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 licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.



Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(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 per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(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

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by 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.

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' 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. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance

proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by the 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. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. **EXCESS OR UMBRELLA LIABILITY:**

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted.

**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 require 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. Provider will disclose in writing any potential conflict of interest to the awarding agency and the City.

**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 or their designee may consent or reject such request in their 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, membership interest, partnership interest, or the equivalent, 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 Provider.



### **13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumés 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 their 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 Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that 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 the 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 their designee.

c. Provider shall, at such time and in such form as City Manager or their 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 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 the 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 the City or its designees during regular business hours upon reasonable prior notice. The City, the Comptroller General of the United States, Federal Office of Inspector General 2 CFR 200.336, Caltrans, and the California State Auditor, through any authorized representative, 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 the 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.

d. Notwithstanding subsections 16.a. through c. above, Provider shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP) to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

## **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 the City shall be addressed to the City at:

City of Alameda  
Planning, Building and Transportation Department  
City Hall  
2263 Santa Clara Avenue, Room 120  
Alameda, CA 94501  
ATTENTION: Gail Payne, Project Manager



Email: [gpayne@alamedaca.gov](mailto:gpayne@alamedaca.gov)  
Ph: (510) 747-6892

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

CMG Landscape Architecture  
444 Bryant Street  
San Francisco, CA 94404  
ATTENTION: Chris Guillard, Partner + Principal  
Email: [cguillard@cmgsite.com](mailto:cguillard@cmgsite.com)  
Ph: (415) 757-2050

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda  
Planning, Building and Transportation Department  
City Hall  
2263 Santa Clara Avenue, Room 120  
Alameda, CA 94501  
ATTENTION: Gail Payne, Project Manager  
Email: [gpayne@alamedaca.gov](mailto:gpayne@alamedaca.gov)

## **18. SAFETY:**

a. 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. 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. 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. 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 the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the 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. ATTORNEYS' FEES:**

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

**21. HEALTH AND SAFETY REQUIREMENTS.**

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

a. During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws, Executive Orders, regulations, and policies, 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 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 requirements of all laws, state and federal, Executive Orders, regulations, and policies, and all ordinances, rules and regulations enacted or issued by the City.

b. Provider acknowledges that the sea level rise adaptation project(s) are funded in whole or in part by various funding sources, including federal and state grant restricted funds. All services performed by Provider pursuant to this Agreement shall be performed in conformance with all applicable federal, state and local laws, regulations, ordinance, all applicable Caltrans

policies and procedures, and all applicable Caltrans published manuals. In case of conflict between any applicable federal, state and local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of the federal government, Caltrans or City, the order of precedence of the applicability of same to this Agreement shall be in the following order: (1) federal law and regulations; (2) California laws and regulations; (3) Caltrans policies, procedures and published manuals; (4) local ordinances; and (5) City policies, procedures and published manuals.

c. 2 CFR Appendix II to Part 200(G). Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

d. 2 CFR Appendix II to Part 200(H). Provider agrees that it is not a party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM Exclusions can be found at <https://sam.gov/content/entity-information>.

e. 2 CFR Appendix II to Part 200(I). If Provider applies for or bids for an award exceeding \$100,000, Provider agrees to file the required certification under the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

f. Lead-Based Paint Poisoning Prevention Act. Provider will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

g. Provider will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

h. Provider will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.

i. Provider will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.O. 93-205).

j. Provider will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

k. Provider will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

l. Provider will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.

m. Provider must disclose, in a timely manner, in writing to the federal awarding agency or the City all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award § 200.113. Failure to make required disclosures can result in any of the remedies described in § 200.338 Remedies for noncompliance, including suspension or debarment.

n. Consultant Fee Cap. For individual consultant fees as set forth in in 2 CFR 1500.10, EPA participation in the salary rate (excluding overhead) paid to Provider shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

o. Provider agrees that pursuant to Public Resources Code §§ 42649.8 et seq., if Provider generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Provider shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Provider shall provide proof of

compliance, i.e., organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from the City.

**23. 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.

**24. WAIVER:**

A waiver by the 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.

**25. INTEGRATED CONTRACT:**

Subject to the language of Section 30, 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 the City and Provider.

**26. 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.

**27. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**28. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

**29. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and

conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

### **30. NONDISCRIMINATION – FEDERAL REQUIREMENTS:**

a. Provider shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (4) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (5) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (6) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (7) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (8) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (10) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (11) the requirements on any other nondiscrimination statute(s) which may apply to the application.

b. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

(1) Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

(2) Selection for training, including interns and apprentices.

A. Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants



will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

- C. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
- D. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
- E. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

c. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which the City may determine to cancel, terminate, or suspend this Agreement. The City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by the City that Provider has violated the anti-discrimination provisions of Agreement.

d. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, the City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

e. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

f. Provider's attention is directed to laws, including but not limited to:

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

- A. Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- C. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

(2) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

- A. Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 5). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.
- B. Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.
- C. Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed,

constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

- D. In resolving any conflict between the accessibility standards cited in paragraphs (A), (B) and (C) above, the more stringent standard shall apply.

**31. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:**

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**


IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

CMG LANDSCAPE ARCHITECTURE  
a California corporation



Kevin Conger  
President

CITY OF ALAMEDA  
a municipal corporation

DocuSigned by:  
 9/6/2023  
645BD87E45D243E...  
Jennifer Ott  
City Manager

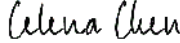


Chris Guillard  
Chief Financial Officer

RECOMMENDED FOR APPROVAL

DocuSigned by:  
  
E83382141C4D41A...  
Allen Tai  
Acting Planning, Building and  
Transportation Director

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:  
  
9F7FF6288ECC41F...  
Celena Chen  
Chief Planning Counsel



## **PART A: Long Term Adaptation Plan**

### **Objectives:**

Our objectives for Part A are to design planning and decision-making processes that allow for representation across the OLU, including feedback from community members and stakeholders. Communities within the OLU have varied backgrounds, with many communities facing systemic inequalities due to histories of red lining and disinvestment. With this in mind, the processes must:

- Embed equity goals throughout the process.
- Build community trust.
- Build off existing efforts.
- Lead a process that aspires to transformational change and provides benefits today and in the future.

### **Task A.1 - Project Coordination, Governance + Regional Agency Liaising**

- a. Project Management:** Participate in project kick off and facilitate monthly project management meetings with the Project Partners to guide the development of the project.
- Prepare and update project schedule.
  - Prepare and update RACI (Responsibility Assignment Matrix) to ensure consistent coordination and appropriate engagement of Working Group members, Project Partners, and the Consultant Team.
  - Prepare monthly project summary update across tasks with % completion and critical path tasks; communicate with Project Partners about potential delays, concerns, successes.
  - Prepare Project Charter outlining team goals, values, and communication protocols.
  - Facilitate team building workshop with select Working Group members and Community Partners to foster strong collaborative relationships from the outset.
- b. Sub-Regional Organizational Structure:** Collaborate with the Working Group to co-create a sub-regional organizational structure to accelerate and streamline implementation of adaptation projects. We propose the following process as a starting point for discussion with the

Working Group. These tasks will be completed incrementally throughout the process.

- Interviews with each Working Group member, including framing questions for the Working Group regarding subregional governance expectations and goals.
- Hold a kickoff workshop focused on:
  - Co-creation process for subregional organizational structure(s).
  - Models for regional and state support.
  - Establishing guiding principles for the project.
  - Developing overarching equity goals and an equity statement.
- Research on the relevant organizational structure options and matrix development showing the pros and cons of different options, ranked according to the ability to meet the needs and goals of the Working Group; build off lessons learned from Santa Clara County, San Mateo, Marin, Sonoma, and other national models.
  - Identify potential conflicts between Working Group member cities or agencies, if required, to support Working Group transformation into a governance structure.
  - Evaluate the nexus between different jurisdictions and entities and their joint vulnerabilities and provide preliminary guidance on the type and scale of potential subregional organizational structure(s)/ governance entities.
  - Develop an outline for recommended governance structure(s). This outline will be clear on whether the governance structure can be implemented within the existing statutory authority of members or if special state legislation is required.
- **Assumption:** Implementation of the organizational structure is beyond the scope of Part A. If the Working Group agrees to pursue a specific organization structure, the CMG team can assist through a contract modification. However, additional resources will be required.



**c. Regional, State, Federal Agency Coordination:**

Coordinate with regional agencies to identify needs and opportunities for regional support and engagement, and to share information, lessons learned and best practices for adaptation planning processes in other OLUs, which includes the upcoming BCDC regional shoreline adaptation guidelines. This effort will focus on the link between local, community driven planning and regional support and regulatory requirements.

- Coordinate with Working Group and Community Partners to identify key local organizations and stakeholders and conduct interviews to establish key concerns and goals for the planning process.
- Meet with BCDC on progress towards regional shoreline adaptation guidance.
- Conduct interviews with regional, state, and federal agencies.
  - Develop a list of interviewees and topics and vet with Project Partners.
- Prepare a memo summarizing interview findings and presenting recommended approach for locally driven planning process and agency coordination and
  - Consider developing a Regulatory Working Group to establish a mechanism for regional and other agencies to contribute to the project.
  - Invite regional agencies to provide updates to the Working Group, if applicable.
- Complete a best practice review and series of presentations for the Working Group
  - Summarize best practices and recommendations in a short memo and series of presentations.
  - Educate the Working Group through a collaborative learning process; discuss topics as they emerge.
  -

**Task A.1 Deliverables**

- **Project Charter + Team Building Workshop**
- **Project Management:** Monthly meeting leadership including agendas, notes and

schedule and progress updates..

- **Subregional Organization Schedule:** White Paper and supporting documentation summarizing the findings and recommendations for the organizational structure(s).
- **Regional Support + Engagement:** Memo summarizing the findings and recommended approach for agency coordination and support.
- **Best Practices:** Memo and supporting presentations summarizing best practices for regional and state support for locally driven, regionally supported OLU-based adaptation planning.

**Task A.2 - Public + Stakeholder Outreach (in coordination with projects in Parts B +C):** *Community Engagement will occur throughout the entire project, concurrent with Tasks 3 and 4. Therefore we suggest moving this task up to support developing the community engagement plan shortly after the project kickoff.*

- a. **Plan:** Co-develop with Community Partners and Working Group members a public and stakeholder outreach and engagement plan and a communications strategy to build Community Partner capacity to lead outreach within the San Leandro OLU, to communicate the impacts of sea level and groundwater rise, and to gather input on adaptation needs, priorities, and solutions. The community engagement plan will be built with equity in mind and will seek to advance diverse strategies to reach vulnerable, traditionally underserved communities and California Tribes.
- The CMG team will support the Working Group and Community Partners in the co-development of stakeholder outreach materials, engagement plan and communications strategy. We envision a community driven approach that addresses the following critical questions:
  - How can resilience planning efforts advance a culture of democratic engagement within existing governmental systems, as well as form new ones?
  - In what areas of planning can community members have a real impact?
  - How do we open the full range of solutions available to impacted communities, including solutions that are restorative and

regenerative?

- How do we ensure that planning processes lead to meaningful outcomes that build on community assets and meet real needs?
  - How do we create the conditions necessary for successful implementation?
  - Co-design the stakeholder and community engagement process to maximize inclusivity and participation with available resources.
  - Update the plan as the project evolves. The plan needs to respond to what we learn through each step of the process, and should be considered a living document.
  - **Assumption:** The Working Group and Community Partners will take the lead on developing the outreach and engagement plan and communications strategy.
- b. Toolkit:** Fact sheets, press releases, articles, social media posts, presentations and talking points for Working Group members including multilingual versions.
- The consultant team will support the Working Group by providing content for the above communications.
  - **Assumptions:** Consultant Team will provide content, messaging and talking points to the Working Group and Community Partners and they will finalize and disseminate the materials. The Community Partners will provide multilingual translations of the materials.
- c. Engagement:** Conduct community engagement in two rounds of outreach. The first round will focus on draft vision, goals, vulnerabilities, preliminary concepts, and governance options. The second round will focus on the Draft Long-term Adaptation Plan. The Working Group will provide a forum for input and the Consultant will refine the products and plans based on community input.
- We expect that the Engagement Plan will include a combination of:
    - Creative/Multigenerational Town Hall Meetings that incorporate art and culture along with technical information and interactive planning games to educate,

inform, explore, and evaluate solutions.

- Pop Up Events (within communities)
- Multilingual Surveys
- Engagement with Youth and Youth Leaders
- Consider creating Adaptation Hubs within different communities.
- As a baseline for planning purposes, we assume the following for each round of engagement.
  - (2) Townhall Style Meetings including online and in-person events.
  - (4) Pop Up Events (within communities)
  - (2) Youth Events
  - Online and Hard-copy Survey Coordination
- In each case we will co-develop or support the following elements:
  - Agenda and program including creative and interactive methods of participation and communication.
  - Relevant messages and narrative
  - Questions for the community
  - Technical materials and interactive tools
  - Compilation of key findings and input from the community, clearly communicating how input is used to inform the process and plan.
  - CMG team members can support meeting and activity facilitation and provide subject matter experts.

### Task A.2 Deliverables

- Community Outreach and Engagement Plan (supporting role).
- Communications Toolkit Materials.
- Community Outreach and Engagement Summary and Results.

### Task A.3 - OLU Planning + Implementation

- a. Vulnerability + Needs Assessment Survey:** Review existing vulnerability and needs assessment reports, and supplement where needed, to

determine existing conditions and the hazards associated with sea level and groundwater rise such as erosion, flooding, habitat loss, contamination, and liquefaction. The needs assessment will include gaps in data and will prioritize next steps and projects or studies to achieve the vision. Coordinate reviews with Parts B and C to support efficient use of resources.

- Review and build off available studies and documents from prior activities including the 2015 Baylands Ecosystem Habitat Goals Science Update, Estuary Blueprint, the Port of Oakland's Sea Level Rise Assessment (2019), the City of Alameda's Climate Action and Resiliency Plan (2019), Response of the Shallow Groundwater Layer and Contaminants to Sea Level Rise (2020), and additional studies.
- Data Gathering and Document Review (including but not limited to):
  - Equity data gaps / equity considerations
  - Sea level rise (coastal), groundwater, stormwater (precipitation) flooding hazard layers and vulnerability assessments
  - Precipitation changes with climate change
  - Sensitive habitats and habitat restoration efforts
  - Sediment flows, erosion, and habitat loss
  - Contaminated sites (include engagement with DTSC and Water Board on changing regulations for remediation, including re-evaluation of closed sites)
  - Liquefaction (coordinate with USGS on latest findings and strategies related to groundwater rise and liquefaction risk)
  - Built infrastructure (condition, infrastructure type, review SFEI's shoreline typology data)
  - Current plans and visions from the Working Group, partner cities and Port of Oakland/Oakland Airport.
  - Current and planned development projects and other projects that may impact or intersect with shoreline adaptation plans (e.g., City projects, developer interest,

Caltrans plans).

- BAAQMD data on air quality monitoring
- Access including MTC's Bay Trail assessment data
- Compile GIS base files based on existing data sets, including assets and vulnerabilities.
- Identify information gaps and finalize GIS base file and inventory of assets and vulnerabilities.

## **b. Co-Create Adaptation Vision, Goals + Planning**

**Principles:** Co-create a shared long-term adaptation vision, including goals and planning principles for the San Leandro OLU that align with other local and regional plans.

- Facilitate (2) World Café Style workshops with Working Group members, Technical Advisors, Community Partners, including equity leaders and CBO representatives.
  - Review existing conditions data, opportunities, and constraints
  - Establish SLR planning criteria and adaptation parameters (flood thresholds by shoreline zone)
  - Start to build out a shared vision of the future (build on what the working group has developed)
  - Co-create adaptation vision, goals, and planning principles.
- To maximize Working Group participation and expertise while recognizing time constraints, consider creating subgroups to move forward specific goals, such as governance/financing, regulatory/permitting, nature-based solutions, equity, etc.
- Finalize SLR adaptation planning criteria, thresholds and trigger points based on SLR projections aligned with State and Regional policy (recognizing that the State is in the process up updating their SLR policy to align with the 2022 Federal Interagency SLR Task Force report.

## **c. Preliminary Adaptation Pathways + Feasibility**

**Assessment:** Synthesize lessons learned from case studies around the world, with a focus on

innovative long-term adaptation plans and solutions to facilitate necessary transformations in the San Leandro OLU. Develop preliminary adaptation pathways and alternatives. Complete a high-level feasibility assessment of preliminary adaptation pathways including short and long-term measures and nature-based solutions in highly urbanized shorelines.

- Synthesize lessons learned from around the world. Note that CMG, Pathways, and Moffatt & Nichol have assembled a wide range of adaptation strategies and plans from around the world from our work on the San Francisco Waterfront Resilience Program and many other projects.
- Build on existing resources and studies, identify subzones for adaptive watersheds, existing shoreline conditions, sea level rise and groundwater flood risks, watersheds and stormwater flood risk, surrounding land uses, potential for nature-based solutions, etc.
- Develop preliminary adaptation pathways and alternatives for each zone/watershed.
- Develop strategies for inland flood mitigation and green infrastructure sites.
- Complete a high-level feasibility assessment of adaptation strategies by subzone to guide development of the long-term adaptation plan. The feasibility assessment will include the following factors:
  - Engineering feasibility
  - Environmental and regulatory feasibility
  - Community and co-benefits
  - Ecological and regenerative potential
  - Relative cost
- **Assumptions:** The level of granularity and number of adaptation alternatives and the feasibility assessment will be calibrated to available funding resources.

### Task A.3 Deliverables

- Vulnerability and Needs Assessment Summary Report

- Compiled GIS geodatabase and base maps using existing data sets including assets and vulnerabilities
- Adaptation planning subzone designations
- Summary presentation of best practices for long-term adaptation planning
- Summary of SLR adaptation planning criteria, thresholds, and trigger points.
- Summary presentation of alternatives and preliminary adaptation pathways
- Feasibility assessment summary memo.

### Task A.4 - Long-term Adaptation Plan

- a. **Adaptation Prioritization Framework:** Facilitate a process with the Working Group to develop a prioritization framework with criteria that value the benefits to fish and wildlife, community, and the economy. Leverage existing tools and frameworks, including the San Francisco Bay Shoreline Adaptation Atlas (Atlas), and the SLR CHARG and ART frameworks to develop multi-benefit criteria and identify priority assets and solutions.
  - Establish strawman multi-benefit prioritization framework based on a review of Atlas and ART Frameworks, and the San Francisco Waterfront Resilience Program/USACE approach developed to maximize comprehensive benefits while meeting community goals.
  - Hold Working Group workshop to refine criteria and establish assessment and prioritization tool. The prioritization tool, whether an excel workbook or dashboard, should allow Working Group members and stakeholders to evaluate competing priorities, such as an emphasis on habitat benefits vs. public recreation vs. economic growth to support transparent decision making and community messaging. Pathways collaborated with the City and County of San Francisco to develop a multi-benefit criteria framework across 8 overarching goals, and an associated dashboard to support decision making.
  - Finalize framework and assessment tool based on workshop outcomes. Beta testing with select Working Group members and/or Community Partners may be required depending on the complexity of the selected tool.

- Evaluate preliminary adaptation pathways and alternatives using the prioritization tool.
- **Assumption:** Evaluation and prioritization of adaptation pathways and alternatives will be completed at a high-level with an emphasis on identification of next steps for further analysis and evaluation.

**b. Implementation Plan:** Develop an implementation plan including critical implementation tasks.

- The implementation plan will include a summary of next steps for:
    - Development of a subregional organizational/governance structure(s)
    - Short-term projects, with a focus on the East Oakland/Colliseum area.
    - Long-term adaption planning
    - Scope of Work and Budget for the next phases of planning and design.
  - Provide a high-level overview of major federal, state, and regional grant funding sources and matrix them with potential short and long-term adaptation projects. Summarize the local share funding mechanisms legally available to each public entity member of the Working Group with vulnerable facilities, and matrix those funding mechanisms to each potential project component.
- c. Long-Term Adaptation Plan:** The Long-term Adaption Plan will detail key steps and actions to take as the shoreline changes, identifying trigger points and costs for each of the outlined pathways. The plan will identify innovative strategies that enable the San Leandro OLU's adaptation to rising seas and provide collective benefits to coastal communities and wildlife, protect groundwater and ecosystems, restore marsh, upland, and transitional habitat, and enable effective shoreline and wastewater management. Following community consultations, the CMG team will prepare a final version of the Long-term Adaptation Plan for adoption across the San Leandro OLU.
- Compile draft long-term adaptation plan summarizing and compiling outcomes from tasks A.1 - 3.
  - Compile Draft Review comments and revise plan.

- Issue Draft for Administrative Review
- Revise and Prepare Final Plan for review and approval.

#### Task A.4 Deliverables

- Draft Adaption Plan (Working Group Review)
- Administrative Draft
- Final Adaption Plan
- Preparation for and attendance at Council Hearings

### **PART B: Oakland-Alameda Estuary Adaptation Project**

#### **Task B.1 Existing Conditions**

**a. Project Management and Coordination (for the duration of the project).**

- Prepare and update project schedule.
- Prepare and update RACI (Responsibility Assignment Matrix) to ensure consistent coordination and appropriate engagement of Working Group members, Project Partners, and the Consultant Team.
- Prepare monthly project summary update across tasks with % completion, identify critical path tasks, communicate with Project Partners about potential delays/concerns/successes.
- Manage and coordinate the CMG team and project delivery.
- Project Management including facilitation of meetings with Working Group, Technical Advisors and permitting agencies.

**b. Data Collection and Review:** Compile and review all relevant data including.

- Prepare Information Needs Request for Working Group
- GIS data and files, including topographic surveys.
- Existing survey information and base files
- Geotechnical investigation data and reports
- Previous studies

- Environmental reports
  - Alameda CARP
  - Downtown Oakland Specific Plan
- c. Site Visits:** Conduct site visits of the project areas to understand the project approach, and opportunities and constraints to be considered in the design. Identify potential locations within the watershed for green infrastructure, nature-based solutions, storm water retention/detention, public access and open space. Identify opportunities for multi-benefit solutions.
- d. Base Maps:** Prepare and refine base maps/plans to fully capture the extent of the project area and to include any additional information useful to the project.
- e. Existing Conditions Memorandum:** The Consultant Team shall prepare an existing conditions memorandum documenting site conditions and identifying additional information needs including the need for any additional topographic, bathymetric surveys, or geotechnical field investigations or borings.

### Task B.1 Deliverables

- Project Management: Monthly meeting leadership including agendas, notes and schedule and progress updates.
- Base Maps and Plans
- Draft and Final Existing Conditions Memorandum
- **Assumptions:** Survey and/or geotechnical borings and reports are excluded from the base scope. If required, we will work with the City/Working group during the final project scoping process to determine the best approach for provision of these services.

### Task B.2 Analysis

- a. Develop and Analyze Alternatives:** Identify the types of shoreline protection appropriate for each project area based on feasibility, project goals and sea level rise adaptability. This analysis includes “living levees,” vegetated berms, sheet pile walls, concrete walls, or hybrid combinations, and specifies which options are feasible in specific locations along the project alignment.

The feasibility analysis will include engineering and construction feasibility and the ability to incorporate nature-based solutions. Facilitate meetings for Community Partners, Working Group members and other stakeholders to provide input on and review the alternatives analysis.

- Develop and confirm SLR adaptation planning criteria, thresholds, and trigger points based on levels of SLR aligned with state and regional policy.
  - Compile and map assets and vulnerabilities building on work completed to date.
  - Complete high-level review of existing environmental conditions, habitats, and biological resources.
  - Identify opportunities for nature-based solutions.
  - Analysis of public access, Bay Trail configuration, pedestrian and bicycle circulation, and open space/recreational opportunities and constraints.
  - Develop adaptation pathways and alternatives for each shoreline zone and type based on SLR planning criteria.
  - Develop structural/nature-based alternatives for berm and floodwall types, alignments, and methods of adaptability.
  - Co-develop evaluation criteria based on project goals and develop multi-benefit prioritization framework (coordinated with Part A to maximize consistency across the projects)
  - Co-develop a process and methodology to evaluate alternatives.
  - Facilitate evaluation of alternatives and compile results
  - Identify preferred adaptation strategies and alternative.
  - Prepare Order of Magnitude Cost Estimate for selected for alternatives.
- b. Green Infrastructure Alternatives:** Develop green infrastructure alternatives for the project watershed drainage area and promote multi-benefit designs to increase community resiliency. This analysis will develop alternatives within the watershed to reduce peak discharge rates, reduce



required storm drain system capital improvements, and improve water quality.

- Identify and confirm extent of watersheds to include in study. This proposal assumes that the study area will be limited to watersheds directly adjacent to the study area.
  - Complete high-level storm drain system and flood risk analysis and identify opportunities for green infrastructure alternatives within designated project area.
- c. Conduct 1st Round of Outreach: Refer to Task B.3
- d. Structural/nature-based alternatives: This task is included as part of Task B.2.A
- e. Conduct 2nd Round of Outreach: Refer to Task B.3

### Task B.2 Deliverables

- Compiled Assets and Vulnerabilities Map
- Biological Resources Summary
- Open Space and Public Access Analysis – Summary Report
- Storm Drain System/Green Infrastructure Analysis
- Adaptation Pathways and Alternatives including nature-based, structural, and hybrid solutions.
- Evaluation Criteria and Alternative Selection – Matrix
- Order of Magnitude Cost Estimate for Selected Alternatives.

### Task B.2 Public Outreach

- a. **Develop a community engagement strategy with Community Partners and Working Group using a variety of formal and informal community engagement methods to facilitate grassroots community input and to build awareness of the project.**
- Engagement Plan and Communications Strategy: Refer to Task A.2.A
- b. **Sub Tasks b, c, and d are included below**
- Engagement: We expect that the Engagement Plan will include a combination of:
    - Creative/Multigenerational Town Hall

Meetings that incorporate art and culture along with technical information and interactive planning games to educate, inform, explore, and evaluate solutions.

- Pop Up Events (within communities)
  - Multilingual Surveys
- As a baseline for planning purposes, we are assuming the following for each round of engagement.
- (2) Townhall Style Meetings including online and in-person events.
  - (4) Pop Up Events (within communities)
  - Online and Hard-copy Survey Coordination
- In each case we will co-develop the following:
- Agenda and program including creative and interactive methods of participation and communication.
  - Development of key messages and narrative.
  - Identify key questions for the community.
  - Technical materials and interactive tools.
  - Facilitation of meetings and activities.
  - Compilation of key findings and input from the community.
  - Clearly communicate how input is being used.
- Develop an alternatives selection matrix that includes public input, and refines the alternatives based on comments received from the outreach effort to provide guidance on a draft and final concept.

### Task B.3 Deliverables

- Co-development of Engagement Strategy and Plan
- Preparation and Coordination of Outreach Materials
- Co-facilitation of engagement events.
- Alternatives Matrix

### **Task B.4 Advisory Committee Meetings**

- a. **Advisory Committee members to represent the Oakland-Alameda estuary focus area within the San Leandro OLU will be selected with Consultant input to ensure a comprehensive approach that considers a broad perspective and that engages a variety of stakeholders, including CBOs, agencies such as Caltrans, utilities, transportation providers, adjacent property owners, and others.**
- b. **Facilitate up to five Advisory Committee meetings to ensure transparency and communication at the following project stages:** 1) kick-off, 2) existing conditions/preliminary alternative options, 3) preliminary concept, 4) draft concept, and 5) final concept.
- c. **Investigate and identify regulatory compliance requirements and strategies.**

### **Task B.4 Deliverables**

- (5) Advisory Committee meeting agendas
- Meeting Minutes, Action Items and Supporting Documents
- Summary of regulatory compliance requirements and strategies

### **Task B.5 Draft and Final Concept**

- a. **Develop a Basis of Design/Next Steps Report to document necessary information and specifications required for design including a shoreline concept, the use of inland detention facilities, green infrastructure, and nature-based solutions.**
- b. **Develop 10 percent design drawings, planning level cost estimates and project schedule.** These documents will be made available for the Advisory Committee, agency and public review for further comments and input. Input will be incorporated into the final concept.
  - Prepare Draft 10% design documentation for review.
  - Compile document review comments from Stakeholders and Technical Advisors.
  - Respond to comments and finalize 10% design documents and Basis of Design Report.
  - Prepare Planning Level Cost Estimate

### **Task B.5 Deliverables**

- Draft and Final Basis of Design Report
- Draft and Final 10% Design Documents
- Draft and Final Planning Level Cost Estimate

### **Task B.6 City Council - Cities of Alameda and Oakland**

- a. **Present the recommended concept to the City Councils of Oakland and Alameda.** Along with the recommended concept, the City Councils also will review the other completed deliverables from this grant effort such as the finalized existing conditions memo, the alternatives analysis, the Basis of Design/Next Steps memo and a summary of community member and stakeholder involvement and comments. The City Councils will be asked to weigh in on next steps such as grant writing, environmental clearance and permitting, the plans, specifications, and cost estimate and then construction.

### **Task B.6 Deliverables**

- City Council Agendas, presentations, meeting minutes with City Council direction. Final Concept Design Documents (10% design).

## **PART C: Bay Farm Island Adaptation Project**

### **Task C.2 Existing Conditions**

- a. **Project Management and Coordination**
  - Prepare and update project schedule.
  - Prepare and update RACI (Responsibility Assignment Matrix) to ensure consistent coordination and appropriate engagement of Working Group members, Project Partners, and the Consultant Team.
  - Prepare monthly project summary update across tasks with % completion, identify critical path tasks, communicate with Project Partners about potential delays/concerns/successes.
  - Use of SharePoint for collaborative file sharing between the team and with the Project Partners.
  - Prepare Project Charter outlining team goals, values, and communications.
  - Manage and Coordinate the Consultant Team and project delivery.

**b. Data Collection and Review:** Compile and review all relevant data including.

- Prepare Information Needs Request for Working Group
- GIS Data and Files
- Existing Survey Information and Base Files
- Geotechnical Investigation Data and Reports
- Groundwater Data
- Previous Studies of Near-Term Improvements
- Environmental Reports
- Alameda CARP

**c. Site Visits:** Conduct site visits of the project areas to understand the project approach, and constraints to be considered in the design. Identify potential locations within the watershed for green infrastructure, nature-based solutions, and storm water retention/detention will be identified and reviewed. Identify public access and open space opportunities and constraints and opportunities for multi-benefit solutions.

- d. **Base Maps:** Prepare and refine Base Maps/Plans for both the Near-term Northshore Improvements and the Long-term Adaptation Planning Concepts.
- e. **Existing Conditions Memorandum:** The Consultant Team shall prepare an existing conditions memorandum documenting site conditions and identifying additional information needs including the need for any additional topographic, bathymetric surveys, or geotechnical field investigations or borings.
- f. **Geotechnical Investigation:** The geotechnical investigation will include file review, review of historic aerial photography, review of relevant geotechnical reports and boring data from existing sources including the EBMUD geotechnical report.
- g. **Archaeological Investigation for Northern Waterfront Design:** Provide archaeological monitoring during geotechnical investigations that extend below Bay Mud to report on existing site conditions and determine the presence or absence of buried archaeological resources. Based on

ESA's knowledge of the area, the project vicinity is sensitive for buried archaeological resources, buried below the Bay Mud layer.

- h. **Cultural Resource Report for Northern Waterfront Design:** Complete a cultural resources assessment to support compliance with Section 106 of the National Historic Preservation Act. The assessment will include a records search at the Northwest Information Center of the California Historical Resources Information System to identify previously recorded cultural resources in the vicinity, a review of geologic and historic maps, and a request to the Native American Heritage Commission for information on known sacred sites in the project vicinity. ESA will prepare a technical report that identifies historic properties and meets the requirements of Section 106 of the National Historic Preservation Act. Recommendations for additional work will be provided and could include monitoring during project implementation and/or actions to follow in the event of an inadvertent discovery of cultural materials or human remains.

### Task C.2 Deliverables

- Project Charter
- Project Management: Monthly meeting leadership including agendas, notes and schedule and progress updates.
- Existing Conditions Memorandum
- Base Maps and Plans
- Geotechnical Report
- Archaeological Investigation Summary Memorandum
- Cultural Resource Assessment Report

### Assumptions:

- Additional surveys and/or geotechnical borings and reports are excluded from the base scope. If required, we will work with the City/Working group during the final project scoping process to determine the best approach for provision of these services.
- We assume that no archaeological resources such as midden soils or artifacts will be identified. We assume that no built historic resources will be identified. This assumption is consistent

with our understanding of the site's history and conditions, and our prior recent cultural resources records searches that include the entire project area.

- Archaeological monitoring of geotechnical investigations (borings) that extend below Bay Mud will be completed in a one-day effort. Additional days of monitoring can be provided for additional scope and fee.

### **Task C.3 Feasibility Alternatives and Design**

**a. Feasibility Analysis:** Develop project goals, purpose and needs using a pathways and phased approach to sea level rise adaptation and assess options for addressing the needs and potential costs. Consider groundwater and liquefaction impacts and options for habitat enhancement and nature-based solutions such as submerged aquatic vegetation (eel grass) for wave attenuation and erosion control as well as other nature-based solutions. The analysis also includes developing green infrastructure alternatives for the project watershed, and options for raising/re-locating a bike/pedestrian bridge that lands on Veterans Court.

- Develop and confirm SLR adaptation planning criteria and trigger points based on levels of SLR aligned with State and Regional policy.
- Compile and map assets and vulnerabilities building on work completed to date.
- Complete storm drain system and flood risk analysis and identify opportunities for green infrastructure alternatives.
- Refine and develop groundwater flood risk analysis based on geotechnical considerations and work completed to date.
- Complete high-level review of existing environmental conditions, habitat, biological resources.
- Identify opportunities for nature-based solutions.
- Analysis of public access, Bay Trail configuration, pedestrian and bicycle circulation, and open space/recreational opportunities and constraints.
- Develop adaptation pathways and alternatives for each shoreline zone and type based on SLR

planning criteria.

**b. Analyze Alternatives:** to identify the types of shoreline protection appropriate for each Bay Farm Island project area based on feasibility, project goals and sea level rise adaptability. This analysis includes “living levees,” green infrastructure, vegetated berms, sheet pile walls, concrete walls, or hybrid combinations, and specifies which options are feasible in specific locations along the project alignment.

- Co-Develop evaluation criteria based on project goals and develop multi-benefit prioritization framework.
- Co-develop a process and methodology to evaluate alternatives.
- Facilitate evaluation of alternatives.
- Compile results of evaluation.
- Identify preferred adaptation strategies and alternatives.

**c. Community Engagement:** Co-develop the community engagement plan and strategies with Community Partners, Scientific Advisors and Working Group. As a first round of outreach, present existing conditions, and preliminary alternative options under consideration. As a second round of outreach, present the preliminary concepts including both short- and long-term concepts. Coordinate the two rounds of community engagement with Parts A and B of this RFP.

- Engagement Plan and Communications Strategy: Refer to Task A.2.A
- Engagement: We expect that the Engagement Plan will include a combination of:
  - Creative/Multigenerational Town Hall Meetings that incorporate art and culture along with technical information and interactive planning games to educate, inform, explore, and evaluate solutions.
  - Pop Up Events (within communities)
  - Multilingual Surveys
- As a baseline for planning purposes, we are assuming the following for each round of engagement.

- (2) Townhall Style Meetings including online and in-person events.
- (4) Pop Up Events (within communities)
- Online and Hard-copy Survey Coordination
- In each case we will co-develop the following:
  - Agenda and program including creative and interactive methods of participation and communication.
  - Development of key messages and narrative.
  - Identify key questions for the community.
  - Technical materials and interactive tools.
  - Facilitation of meetings and activities.
  - Compilation of key findings and input from the community.
  - Clearly communicate how input is being used.

**d. Northern Waterfront Design:** Develop basis of design report, 30 percent design drawings, cost estimate and project schedule for a short-term project in the northern waterfront area - including the shoreline park, the lagoon outfall, and Veterans Court - that would transition well into a long-term project. Evaluate structure types and alignments for the bicycle/pedestrian paths, tie-ins to existing waterfront path and upgrades of the fishing pier. Coordinate with permitting agencies, and then refine plans to include additional details up to 100 percent design drawings in compliance with all applicable federal, state, and local requirements. Develop draft and final Benefit Cost Analysis. Conduct peer review.

- Confirm scope of short-term improvements for the Northern Waterfront, based on outcomes from Tasks C.2, C.3 and C.4.
- Prepare a habitat assessment and aquatic resources delineation to support the project environmental analysis and regulatory permits.
- Assess the feasibility for nature-based solutions along the northern shoreline, such as: gravel beach options to rip rap, vegetated berms, marsh creation, oyster reef placement and oyster tiles, enhanced rip rap planting (vegetated "crown"), and eelgrass enhancement through

planting.

- Develop Basis of Design Report and submit for review and comment.
- Prepare Draft 30% design documentation for review.
- Prepare Draft Benefit Cost Analysis
- Compile document review comments from Stakeholders and Technical Advisors.
- Respond to comments and finalize 30% design documents and Basis of Design Report
- Prepare Final Benefit Cost Analysis
- Develop an approach to project environmental review to evaluate compliance with the California Environmental Quality Act.
- Attend 2 joint agency meetings and 2 meetings with the City on CEQA approach with two staff.
- Submit 30% design documents to permitting agencies for review and coordination.
- Prepare draft applications and supporting documentation for permits and authorizations, expected to be required from the U.S. Army Corps of Engineers (USACE), San Francisco Bay Regional Water Quality Control Board (RWQCB), San Francisco Bay Conservation and Development Commission (BCDC), U.S. Fish and Wildlife Service (USFWS), and National Oceanic and Atmospheric Administration (NOAA) Fisheries, commensurate with 30% design.
- Project Management including facilitation of meetings with Working Group, Technical Advisors and permitting agencies.

### Task C.3 Deliverables

- Feasibility Analysis and Alternatives Report
- Alternatives Analysis Report and Matrix
- Community Engagement Materials
- Concept design for Northern Waterfront (10% design)
- Draft and Final Basis of Design Report for Northern Waterfront

- Draft and Final 30% Design Documentation for Northern Waterfront
- Draft and Final Benefit Cost Analysis for Northern Waterfront
- Permitting Agency Coordination and Draft Permit Applications (as defined above).

#### **Assumptions:**

- The team will advance one or more short-term projects in the northern waterfront area to 30% design. Depending on the complexity and scope of the projects the team will coordinate with the City to determine whether the design can be advanced beyond the 30% design and the number and type of early actions selected for 30% design will be confirmed and may be adjusted to be achievable within the allocated budget.
- The project will qualify for a USACE Nationwide Permit; an Individual Permit will not be required. An Alternatives Analysis for the RWQCB 401 certification will not be required. The project will not require formal consultation with USFWS or NOAA-Fisheries or a 2081(b) Incidental Take Permit from California Department of Fish and Wildlife.
- **Note: Refined plans to include additional details up to 100 percent design drawings in compliance with all applicable federal, state, and local requirements is not included in the current scope of work or budget but can be negotiated with the WG after a preferred option has been identified.**

#### **Task C.4 Long-term Concept Development – Bay Farm Island**

- a. In conjunction with Part A of this RFP “Long-term Adaptation Plan,” Consultant will: (1) develop long-term adaptation concepts for Bay Farm Island to address rising bay waters and groundwater, inclusive of nature- based solutions, managed retreat, living levees, submerged aquatic vegetation, and green infrastructure; (2) identify structure types and alignments for the bicycle/pedestrian trail system; (3) prepare concept design drawings and cost estimates; and (4) prepare Benefit Cost Analysis.**
- Refer to Tasks A.1, A.3, and A.4 for a detailed

description of the Long-Range Planning process and deliverables.

- Based on results of Task A, prepare Draft concept design drawings
- Prepare Draft Cost Estimate
- Compile document review comments from Stakeholders and Technical Advisors.
- Respond to comments and finalize concept design documents.
- Prepare Final Cost Estimate
- Project Management including facilitation of meetings with Working Group, Technical Advisors and permitting agencies.

#### **b. EHP and Permitting: Coordinate with permitting agencies to understand requirements; develop documentation needed to obtain permits; perform additional data collection and studies.**

#### **Assumptions:**

- Based on our review of the scope and grant schedule we do not believe that it is feasible to complete EHP Documentation for the entire Bay Farm Island Project Area. We are proposing to complete EHP Documentation for the Northern Waterfront Design scope as identified above and as required to initiate the permitting process.
- The environmental and cultural resources assessments and permitting in the prior tasks will largely address the FEMA EHP requirements. This scope includes preparation of initial FEMA consultations and approach.

#### **Task C.4 Deliverables**

- Draft and Final Concept Design Documents
- Draft and Final Planning Level Cost Estimate

#### **Assumptions:**

- We anticipate that the scope of the Concept Design Documents will need to be developed based on the Results of Part A Long-Term Planning, as there will likely be multiple pathways/projects based on different SLR scenarios and advancing multiple adaptation projects based on different scenarios is not likely to be feasible with available funding.



DocuSign Envelope ID: EF74E053-A516-48A9-B94E-38238A60B78F

Proposed Project Schedule

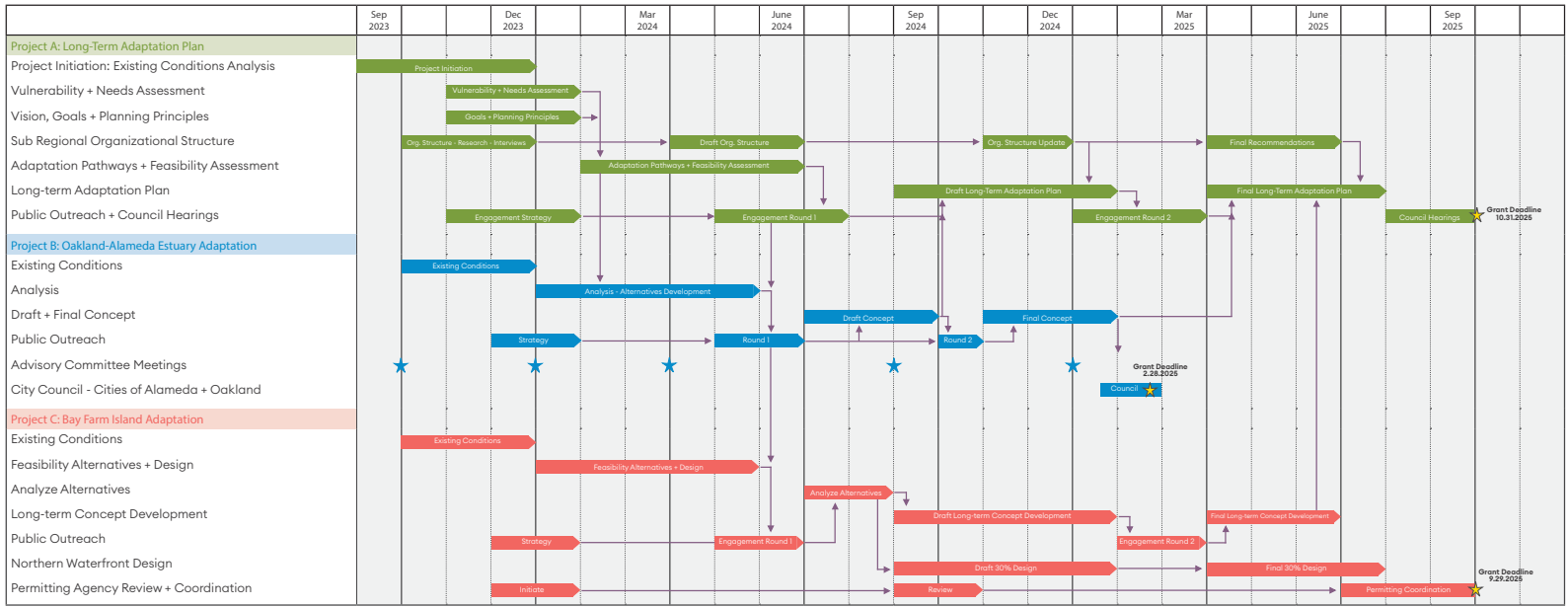


Exhibit B: Compensation Schedule

					CMG	Pathways	ESA	M&N	S&W	NHA	EM	Expenses
					Prime Consultant	Adaptation Planning Lead	Ecology - Permitting & Regulatory Lead	SLR Adaptation-Coastal Engineering	Civil Engineer	Governance & Funding	Geotechnical Engineering	
Project A - Long-term Adaptation Plan Scope of Work (EPA federal funding)				Fee Total	%							
A1	Project Coordination, Governance and Regional Agency Liaising			\$169,083	28%		\$50,000	\$79,105	\$9,478	\$5,500	\$20,000	\$5,000
A2	Public and Stakeholder Outreach (in coordination with projects in Parts B and C)			\$87,520	15%		\$45,000	\$18,120		\$4,400	\$10,000	\$5,000
A3	OLU Planning and Implementation			\$222,259	37%		\$45,000	\$70,000	\$32,784	\$53,500	\$2,500	\$5,000
A4	Long-term Adaptation Plan			\$116,138	20%		\$35,000	\$40,000	\$14,238	\$4,400	\$12,500	\$5,000
		Part A Fees		\$595,000			\$175,000	\$207,225	\$56,500	\$67,800	\$25,000	\$35,000
											\$8,475	\$20,000
Project B - Oakland-Alameda Estuary Adaptation Project (Caltrans Funding)				Fee Total	%							
B1	Existing Conditions			\$55,354	14%		\$12,500	\$1,960	\$4,794	\$28,600	\$5,000	\$2,500
B2	Analysis			\$121,060	31%		\$20,000	\$22,870	\$15,690	\$35,000	\$20,000	\$5,000
B3	Public Outreach			\$26,600	7%		\$15,000	\$5,100		\$4,000		\$2,500
B4	Advisory Committee Meetings			\$36,830	9%		\$7,500	\$7,900	\$10,230	\$2,200	\$4,000	\$2,500
B5	Draft and Final Concept			\$125,384	32%		\$56,972	\$4,100	\$2,912	\$20,900	\$8,000	\$5,000
B6	City Council - Cities of Alameda and Oakland			\$25,772	7%		\$7,500	\$1,960	\$2,212	\$6,600	\$5,000	\$0
		Part B Fees		\$391,000			\$119,472	\$43,890	\$35,838	\$93,300	\$46,000	\$12,500
											\$25,000	\$15,000
Project C - Bay Farm Island Adaptation Project Scope of Work (FEMA federal funding)				Fee Total	%							
C2	Existing Conditions			\$401,626	24%		\$130,960	\$9,490	\$33,876	\$91,300	\$75,000	\$56,000
C3	Feasibility Alternatives and Design			\$770,644	46%		\$223,600	\$33,395	\$65,649	\$308,000	\$100,000	\$10,000
C4	Long-term Concept Development – Bay Farm Island			\$503,730	30%		\$145,639	\$68,425	\$24,866	\$104,500	\$140,000	\$7,500
		Part C Fees		\$1,676,000			\$500,199	\$111,310	\$124,391	\$503,800	\$315,000	\$17,500
												\$83,800
												\$20,000
		Total Fees		\$2,662,000			\$794,671	\$362,425	\$216,729	\$664,900	\$386,000	\$65,000
												\$117,275
												\$55,000

Expense Budget Allocations include:  
General reimbursable expenses including local travel, printing and reprographics, etc.  
Alt. Tagging Services for ADA accessible Online Deliverables  
A baseline allocation for Translation Services



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614  www.risk-strategies.com	<b>CONTACT</b> <b>NAME:</b> Risk Strategies Company <b>PHONE (A/C, No. Ext):</b> 949-242-9240 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> syoung@risk-strategies.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> The Hanover American Insurance Company</td> <td>36064</td> </tr> <tr> <td><b>INSURER B:</b> Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> The Hanover American Insurance Company	36064	<b>INSURER B:</b> Berkley Insurance Company	32603	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A:</b> The Hanover American Insurance Company	36064														
<b>INSURER B:</b> Berkley Insurance Company	32603														
<b>INSURER C:</b>															
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> Conger Moss Guillard, Inc. dba CMG Landscape Architecture 444 Bryant St. San Francisco CA 94107															
CA DOI License No. 0F06675															

**COVERAGES****CERTIFICATE NUMBER:** 75515148**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	OZ3D617755	6/26/2023	6/26/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OZ3D617755	6/26/2023	6/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			OZ3D617755	6/26/2023	6/26/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input checked="" type="checkbox"/>	WZ3H661249	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			AEC906787601	6/26/2023	6/26/2024	Per Claim: \$2,000,000 Aggregate: \$4,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured.

City of Alameda, its City Council, boards & commissions, officials, employees, agents & volunteers are named as additional insured and primary/non-contributory clause applies to the general liability policy and a waiver of subrogation applies to the general liability and work comp policies-see attached endorsements.

30-day notice for non-renewal and cancellation, 10-day notice for non-payment of premium applies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Alameda  
 2263 Santa Clara Ave.  
 Alameda CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

## Architects and Engineers

*The following policy language is from Businessowners General Liability Coverage Part***NAMED INSURED:** Conger Moss Guillard, Inc.**POLICY NUMBER:** OZ3D617755

The following are mandatory forms on the policy identified on the Certificate of Insurance:

391-1586 (08-16) BUSINESSOWNERS GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

Additional Insured by Contract, Agreement or Permit

A. **Section II – Liability, C** – Who is an insured is amended to include as an additional insured any person or organization with whom you agreed in a written contract, written agreement or permit but only respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions; or the acts or omissions of those acting on your behalf, but only with respect to:

- (i) **“Your work”** for the additional insured(s) designated in the contract, agreement or permit including “bodily injury” or “property damage” included in the “products - completed operations hazard” only if this Coverage Part provides such coverage;
- (ii) Premises you own, rent, lease, or occupy; or
- (iii) Your maintenance, operation or use of equipment leased to you.

\*Definition: **“Your work”** a. Means: (1) Work or operations performed by you or on behalf; and (2) materials, parts or equipment furnished in connection with such work or operations; b. Includes (1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”; and (2) the providing of or failure to provide warnings or instructions.

This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the “bodily Injury”, “property damage”, “personal injury” or “advertising injury”.
- (2) To any person or organization Included as an Insured by an endorsement Issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment (a) After the equipment lease expires; or (b) If the “bodily Injury”, “property damage”, “personal injury” or “advertising Injury” arises out of sole negligence of the lessor.
- (4) To any: (a) Owners or other Interests from whom land has been leased which takes place after the lease for the land expires; or (b) Managers or lessors of premises if: (i) The occurrence takes place after you cease to be a tenant in that premises; or (ii) The “bodily injury”, “property damage”, “personal injury” or “advertising injury” arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” or the offense which caused the “personal and advertising injury” involved the rendering of or failure to render any professional services by or for you.

### Other Insurance Primary & Non-Contributory

The following paragraph is added to **SECTION III – COMMON POLICY CONDITIONS, H – Other Insurance: Additional Insured – Primary and Non-Contributory**. If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – Liability, C. Who is an Insured** is primary and non-contributory, the following applies: If other valid and collectible insurance is available to the Additional Insured for a loss covered under **SECTION II – LIABILITY** of this Coverage Part, our obligations are limited as follows:

- (1) **Primary Insurance:** This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except: (a) For the sole negligence of the Additional Insured; (b) When the Additional Insured is an Additional Insured under another primary liability policy; or (c) When b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary.
- (2) **Excess Insurance:**
  - (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
    - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for “your work”;
    - (ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.

- (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II - LIABILITY. B. Exclusions, 1. Applicable to Business Liability Coverage.**
- (v) That is insurance available to you for your participation in any past or present "unnamed joint venture".
- (vi) That is any insurance you may have that provides coverage for your professional services.

(b) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(c) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage part.

### (3) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### Per Project Aggregate

The following changes are made to **SECTION II - LIABILITY**:

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:  
The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.
2. For the purpose of coverage provided by this endorsement only, the following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:
  1. "Your project" means:
    - a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
    - b. Does not include any "location" listed in the Declarations.
  2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

### Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies: **a.** As if each Named Insured were the only Named Insured; and, **b.** Separately to each insured against whom claim is made or "suit" is brought.

### Waiver Of Subrogation

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS)** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization *where required by written contract* because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization *where required by written contract*.

### Notice Of Cancellation

For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to **30 Days**.



**AUTHORIZED REPRESENTATIVE**

*\*From Hanover Forms: 391-1003 (08/16); 391-1445 (08/16); 391-1586 (08/16), 391-1003 (08/16)*

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

### **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CA**

**This endorsement changes the policy to which it is attached effective on the inception date of the policy unless otherwise stated.**

**This endorsement effective on 7/1/2023 at 12:01 am standard times forms a part of Policy No. WZ3H661249**

**of the** The Hanover American Insurance Company

**issued to:** Conger Moss Guillard, Inc. dba CMG Landscape Architecture

**Premium (if any) \$**



**Authorized Representative**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.000% of the California workers' compensation premium otherwise due on such remuneration.

### **Schedule**

#### **Person or Organization**

ANY PERSON OR ORGANIZATION WITH WHOM YOU AGREE IN WRITING TO WAIVE YOUR RIGHT TO RECOVER AGAINST THEM. YOU MUST AGREE TO THIS WAIVER PRIOR TO THE DATE OF LOSS

**Job Description: Projects as on file with the insured**

WC 252 040 84