

City of Alameda
Request for Proposals
for
Citywide Transit Plan and
Transportation Demand Management Plan

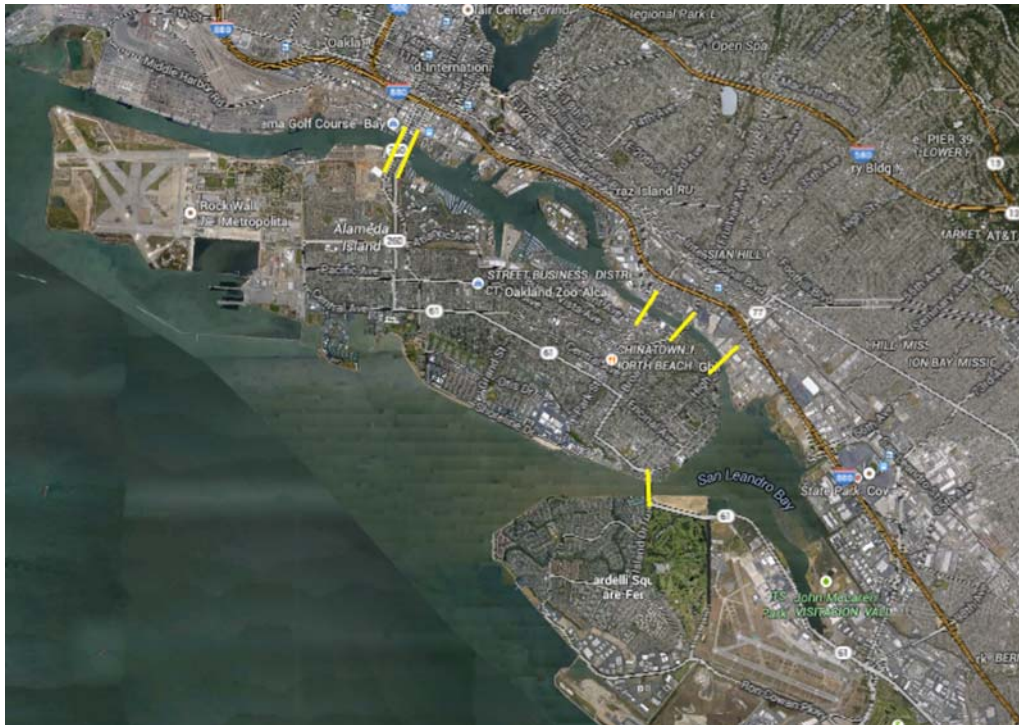
September 16, 2015

Due Date: October 22, 2015

I. Introduction

The potential impacts of new housing development on local traffic congestion and quality of life are arguably the most debated issues within the City because Alameda is an island with limited crossings to the mainland (Figure 1). Significant concerns have been expressed about new housing development planned for the City adding to delays and congestion at the crossings and undermining the Alameda community's quality of life. These concerns about traffic are not new. They have been discussed and debated for decades. The City's Transportation Element (the transportation chapter of the City's General Plan) approved in 2009 contains detailed policies about how to address transportation issues and encourage the use of alternative modes of transportation. Housing projects and major mixed-use developments in the City have been studied over many years including potential traffic impacts of these developments on the City and region. These projects included detailed analyses of citywide traffic, and in compliance with the Transportation Element, many of these project approvals include transportation strategies and Transportation Demand Management (TDM) plans to demonstrate how developers will pay for enhanced transit services and multi-modal facilities, to monitor the effectiveness of their plans, and ultimately, to be accountable for reducing their traffic impacts.

Figure 1: City of Alameda Access/Egress Points



Transportation and real estate development in Alameda and the region are dynamic. Thus, the City needs to continually manage and monitor transportation issues and update transportation plans, strategies and efforts to respond to changing policy, real estate, technological, demographic and socio-economic conditions. New development offers an opportunity to financially support the latest transportation innovations and facilities, to provide the riders needed to support new and expanded transit service, and to provide actual real-time data on what works and does not work so that the City can continue to effectively enhance and improve its efforts.

Recent public hearings and staff analysis about transportation have found that the City has numerous robust planning documents that provide a solid multi-modal framework for enhancing the City's mobility and minimizing traffic impacts. Nevertheless, more attention should be paid to updating the City's existing Transit Plan and creating a TDM Plan that collectively focus on increasing transit, bicycle and pedestrian access and usage for intra- and inter-city trips, minimizing net new trips at the crossings, and enticing more existing residents and employees (not just new residents and employees in new developments) to use carpools, transit, bicycling and walking for their commutes, since existing residents and employees represent a much larger potential for trip

reductions than new development. On April 1, 2015, the City Council directed staff to move forward with a Request for Proposals (RFP), including a draft work scope, for Citywide Transit and TDM Plans, which is shown in Attachment A. The City Council also expressed the importance of the City Council taking the lead in ~~directing~~ outlining the work effort. A parallel city effort will be occurring to update the Pedestrian Plan (2009) and the Bicycle Plan (2010).

The proposed Citywide Transit and TDM Plans, coupled with updated Bicycle and Pedestrian Master Plans, will represent a complete suite of documents that will provide more detailed objectives and strategies for implementing the Transportation Element. More specifically, the Citywide Transit and TDM Plans offer an opportunity to step back and assess what has been accomplished so far and what still needs to be done in light of the latest local and regional context and trends. This effort is consistent with the Transportation Element policies stating the need to update Alameda's 2001 Long Range Transit Plan (policy 4.3.1.a) and Alameda's TDM Plan final draft 2012 (policy 4.1.6.e).

The City is soliciting proposals from an interdisciplinary team of consultants (Consultant Team), to assist City staff and to engage the community in preparing and adopting the Citywide Transit and TDM Plans. The Consultant Team, in concert with City staff, will prepare the Citywide Transit and TDM Plans for public review and City Council adoption.

II. General Information

Previous Planning – Planning Context

A list of the planning and technical documents recommended for review and consideration for the implementation of the scope of work are contained in Attachment A "Proposed Scope of Work." The documents referenced in Attachment A and other information can be found at the City's Transit and TDM Plans project webpage: <http://alamedaca.gov/community-development/citywide-transit-tdm-plans>.

Study Goals / Considerations

Goals: The City strives for a transportation system that is cost effective, high quality, community oriented and financially and environmentally sustainable. The overarching goals of the Citywide Transit and TDM Plans are to take a holistic and integrative Citywide approach: (1) to minimizing net new single-occupant vehicle trips at the island crossings and; (2) to enhancing multimodal intra-city mobility. Special attention will be paid to the peak travel periods – morning northbound, which is leaving Alameda, and afternoon southbound, which is returning to Alameda. Concurrent with the Citywide Transit and TDM Plans, a separate but parallel city effort will be occurring to update the Pedestrian Plan (2009) and the Bicycle Plan (2010). Coordination among these planning efforts will be needed to ensure that the documents are consistent and complementary. The intent of all these planning efforts is to create implementation-

focused plans that translate to meaningful short- and long-term enhancements and a clear set of priorities spanning the next 20 years.

These transportation plans and improvements will focus on ways to mitigate impacts of new development, but perhaps more importantly, to shift existing residents to more efficient forms of commuting including carpooling, transit, bicycling and walking. Ultimately, the Citywide Transit and TDM Plans will expand on the overarching goals discussed above, and will develop more detailed objectives and strategies for achieving these goals. This effort will consider ways to integrate the City's existing and proposed TDM/transit plans being provided by individual development projects with the strategic and service planning efforts being implemented by public transit agencies.

Transit Plan: The Transit Plan will focus on implementing transit-related services and infrastructure, and will help guide the City and transit agencies, such as AC Transit, BART and the Water Emergency Transportation Authority (WETA), in meeting the overarching goals described above. AC Transit, BART, WETA and the Alameda County Transportation Commission are all developing transit plans that focus on near- and long-term route planning and expansion activities in the City of Alameda. The City's Transportation Element in the General Plan and the City's 2001 Transit Plan have transit-oriented goals, policies and action statements. The Consultant Team will be expected to build on these efforts to update the 2001 Transit Plan. **For operations**, the most relevant issues are to expand services, reduce transit travel times and improve reliability so that transit will be a more competitive option to driving for more people in the City. **For infrastructure**, the most relevant issues include how to improve the public right-of-way, especially streets and major transit nodes, to better support the frequency and reliability of transit. Some of the key considerations for the Consultant Team to address include:

- Integrating and coordinating transit services being planned for specific private development projects and new and expanded services being planned by public transit agencies.
- Balancing the provision of "day-one" services for development projects necessary to attract new residents and employees pre-disposed to using transit, therefore creating successful transit-oriented developments with the challenge public transit agencies have of providing cost-efficient and effective "day-one" services.
- Balancing the provision of transit services and infrastructure that increases transit ridership among existing residents and employees, at the same time supporting and promoting trip reduction goals required to be met by new developments.
- Evaluating the need, feasibility and responsibility for increased intra-city transit service.
- Identifying strategies to promote seamless intermodal connectivity including new innovations such as bike and car share concepts.
- Improving transit access to key origins and destinations.

- Identifying the City's role in transit from an active role such as Emeryville and Petaluma to a more passive role that relies on transit providers.
- Strategically positioning the City over the long-term for obtaining increased transit service, taking advantage of the latest technological and policy trends, and capturing regional and federal funding to improve the City's transportation system.

TDM Plan: The TDM Plan will recommend how best to manage transportation funds and requirements on new development in the City to most effectively support transit. The TDM Plan strategies will focus on changing travel behaviors of not only residents and employees in new developments, but also of existing residents and employees, in an effort to meet the overarching goals mentioned above. Some of the key considerations for the Consultant Team to address include:

- Building upon existing efforts already underway to determine the best organizational structure for implementing TDM planning for the City, as a whole, and for individual development projects.
- Balancing the requirements of TDM programs prepared for individual development projects with the potential for centralizing certain elements (i.e., TDM monitoring, and purchase of AC Transit EasyPasses) to improve the efficiency and effectiveness of TDM programs Citywide.
- Managing dedicated funding sources for transit services and TDM programs from new development in a manner that improves the success of TDM Citywide without undermining the needs of individual development projects and their ability to meet their required trip reduction goals.

III. Existing Conditions

City of Alameda Community

The City of Alameda, California is a unique island community of approximately 75,000 residents in the San Francisco Bay Area. Alameda, comprised of the main island and Harbor Bay, is connected to the East Bay mainland by four bridges and two subterranean tubes, and by ferry services to San Francisco and South San Francisco; it is within minutes of all the cultural activities in San Francisco, Oakland and Berkeley. The community is proud of its history and small town charm, consequently, particular emphasis is placed on quality of life and on managing the impacts of development initiatives and rising home prices.

Alameda is a historic city with a small-town atmosphere and a diverse mix of housing, neighborhoods, office, industrial and retail businesses covering the island's 22.7 square miles. It is an architecturally and historically rich community with over 10,000 buildings constructed prior to 1930. According to Money Magazine, the City of Alameda compares favorably to the "best places to live" in America. It has a high median family

income, a well educated populace, numerous restaurants and libraries, and better than average weather. Businesses such as Peet's Coffee roasting facility, Abbott Diabetes, Oakland Raiders, and VF Outdoor are located in its business parks. Alameda is also home to the College of Alameda and is in close proximity to the University of California, Berkeley and California State University, East Bay.

Alameda has a reputation as a friendly and sophisticated island community with great schools, family-friendly beaches, a successful historic movie theater, museums, retail stores, ample recreational opportunities, and abundant parks and playgrounds. It is also a city that comes together to support its commercial job-generating uses by streamlining approval processes, supporting and engaging with its three business associations, and removing obstacles to doing business, when possible. Because of its proximity to San Francisco and other cities around the Bay, Alameda has become attractive to many businesses with progressive corporate philosophies, including those that value clean energy, green building standards, and other social and environmental causes. Alameda has a true community feel, and also offers many desirable aspects of suburban life. Prospective consultants are encouraged to visit the City's website at <http://alamedaca.gov> for a broader understanding of the City's organization.

Development

Alameda Point Priority Development Area. Alameda Point encompasses the majority of the former Alameda Naval Air Station (NAS) generally located west of Main Street in the City of Alameda, California. The Oakland/Alameda Estuary defines the northern edge of the site and San Francisco Bay defines its southern and western edges. The base was closed in 1997. To date, 510 of the 878 acres of Alameda Point have been conveyed to the City. The City leases approximately 1.8 million square feet of space in existing buildings totaling about 1,000 jobs. The range of uses includes City administrative offices, specialty beverage manufacturers (such as Rock Wall Winery, St. George Spirits, and Faction Brewery), a regional sports facility (the Bladium Sports & Fitness Club), warehouses, and environmental technology incubators (including Google-X). The community's vision for Alameda Point is a transit-oriented, sustainable mixed-use waterfront community, which includes 1,425 housing units, 5.5 million square feet of commercial development, over 300 acres of parks and open space, and over ten miles of waterfront trails. On June 16, 2015, the City Council unanimously approved moving forward to develop a 68-acre portion of the area known as "Site A." The project includes \$100 million in parks and infrastructure, 600,000 square feet of commercial space for development, which will create an estimated 1,472 permanent jobs, and 800 units of mixed-income housing, with 25 percent as below market rate units. Task 1 in the proposed work scope shown in Attachment A lists the latest documents pertaining to Alameda Point including the Alameda Point TDM Plan and Site A TDM Compliance Strategy. The City has obtained grant funds to help implement the Alameda Point TDM Plan. The consultants include Fehr & Peers and Wendy Silvani who are evaluating TMA organizational options, and preparing compliance and monitoring documentation, as well as implementing certain program components.

Alameda Landing: This development includes both residential and commercial land uses on the former Fleet Industrial Supply Center property. The residential area includes 273 residential units, two commercial spaces, internal roadways and alleys, parks and open spaces on a 22.3 acre site at 2700 Fifth Street. The retail area includes a Target-anchored 291,000 square-foot retail center, within ten buildings on a 24-acre site between Fifth Street, Willie Stargell Avenue, Mitchell Avenue and Mariners Square Loop. In compliance with the Alameda Landing TDM Program (2007), the West Alameda TMA has been established and the TDM programs are in place including a BART shuttle as shown on this web page: <http://alamedalanding.com/transportation/>.

Northern Waterfront Priority Development Area. Table 1 shows that the City of Alameda is expecting 725 new housing units from Northern Waterfront developments, which have differing TDM requirements as shown in the second column of Table 1. The expectation is to have multi-modal facilities and services attracting residents that will drive less from “day one” of build-out. Adjacent key stakeholders to consider for coordination include the following:

- Wind River Office Park (Potential for Growth)
- Marina Village Office Park and Shipways Residential
- Encinal Terminals Residential
- Alameda Marina
- North Park Street Commercial District

Table 1: Alameda Northern Waterfront Housing Construction Pipeline 2015-2023

	\$/unit (Annual with Escalator)	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units
Marina Shores	\$550	29	60								89
Del Monte	\$350			75	75	75	75	80			380
2437 Eagle Avenue	Easy Passes				22						22
Boatworks	TBD				82	100					182
2100 Clement	\$450			30	22						52
Total		29	60	105	201	175	75	80	0	0	725

Transportation

Streets: The City of Alameda has 125 miles of streets, 260 miles of sidewalks, 40 miles of bikeways, 19,305 street trees, 60 acres of landscaped medians and general grounds, 70 miles of striping and 87 signalized intersections. Virtually every street in Alameda is a residential street. Alamedans have been willing to forgo high speed streets to accommodate the community aspects that are fostered by slower speeds. Alameda's fair pavement condition index of 67 is better than its neighbors with Berkeley at 58, Oakland at 60 and San Leandro at 57. The City's Transportation Element of the General Plan classifies streets according to the preferred mode of travel on a particular street segment, as well as appropriate design treatments. All streets have a limited amount of right-of-way available, and the modal network connectivity should be preserved within these constraints. The Transit Priority street classification refers to the preference of transit on the street, and the type of design features that would be prioritized (Figure 2).

Figure 2: Transit Priority Streets in the Transportation Element



AC Transit Bus Service: AC Transit serves the City of Alameda with several local and transbay lines connecting Alamedans to the east bay and San Francisco, respectively (Figure 3). Since Fall 2014, AC Transit has been working on a [Service Expansion Plan \(SEP\)](#), which was formerly called the Comprehensive Operations Analysis, with a potential approval by the AC Transit Board in November 2015 and implementation of new services in Spring 2016. Under the SEP, AC Transit plans to provide more

frequent service to key destinations like job centers, schools and shopping centers. In Alameda County, AC Transit will add more than \$20 million in new service, which is a 14 percent service increase and restores service to pre-2010 levels. The new service is funded primarily through recent passage of Measure BB. AC Transit also is conducting the [Major Corridors Study](#) to identify more long-term service and infrastructure investments that will help buses run faster and more reliably on key transit corridors, including Line 51A service through the City of Alameda.

Figure 3: AC Transit Bus Service in the City of Alameda



Shuttle Services: Several private and public shuttles serve the City of Alameda connecting Alamedans to BART stations in Oakland (Figure 4). These shuttles include:

- Estuary Crossing Shuttle, which is managed by the City of Alameda, runs between west Alameda and Lake Merritt BART (see inset);
- Harbor Bay Business Park Association shuttle, which is a private shuttle, runs between Harbor Bay Ferry Terminal and Coliseum BART;



- Marina Village shuttle, which is a private shuttle, runs between Marina Village and 12th Street BART; and
- Alameda Landing Express shuttle, which is open to employees, visitors and residents, runs between Alameda Landing/Target and 12th Street BART.

Figure 4: Shuttle Services



Water Emergency Transportation Authority Service: The San Francisco Bay Area Water Emergency Transportation Authority (WETA) is a regional public transit agency tasked with operating and expanding ferry service on the San Francisco Bay and with coordinating the water transit response to regional emergencies. WETA operates from two ferry terminals in Alameda – Harbor Bay ferry terminal on Harbor Bay Island, which runs service during weekdays only to/from San Francisco, and Main Street ferry terminal in west Alameda, which runs service both on weekdays and weekends and to both San Francisco and South San Francisco (Figure 5). WETA is currently engaged in a planning process called the [Alameda Terminal Access Study](#) to improve multimodal terminal access. The study is expected to be finalized in the fall of 2015. An additional ferry terminal to complement the existing Main Street ferry service is scheduled to be built in the Seaplane Lagoon at Alameda Point in the next several years.

Figure 5: Existing Ferry Services



Countywide Transit Plan: The Alameda County Transportation Commission is leading the [Countywide Transit Plan](#) that will enable Alameda County's jurisdictions and transit providers to better align transit, land use and economic development goals and objectives. The plan will identify near- and long-term transit capital and operating priorities in the county, address American's with Disabilities Act paratransit needs and services, as well as consider emerging technologies and the potential role that public and private shuttles might play in the transit network.

IV. Role of the Consultant

The Consultant Team will develop the Transit and TDM Plans working closely with the City Council, Transportation Commission, Planning Board, City staff and relevant public transit agencies as well as community and technical stakeholders. The Consultant Team must include expertise in transportation planning, transit operations and infrastructure, TDM coordination and implementation, familiarity with the City of Alameda and community outreach and consensus building.

V. Submittal Requirements

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

1. **Letter of Interest.** Please include a letter expressing the Consultant Team's interest in being considered for the project. Include a statement regarding the Consultant Team's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the Consultant Team and all key project staff during the planning period (1-page maximum).
2. **Understanding and Approach.** Please demonstrate your understanding of the proposed planning effort and of the Alameda community, and describe your approach to completing the planning effort successfully and within the proposed schedule of 18 months (Attachment B). In particular, describe how the Consultant Team will leverage its past experience and the City's previous planning efforts to complete the Citywide Transit and TDM Plans as efficiently, effectively and innovatively as possible. Please also review the Proposed Scope of Work, contained in Attachment A, and discuss any ideas for modifying, clarifying, or improving it (5-page maximum).
3. **Project Manager/Key Staff/Team Experience.** Please include information about the specific relevant experience and billing rates for the proposed Project Manager and the Principal-in-Charge (if that person is different from the Project Manager) and all other applicable staff. A project manager must be designated and must be the principal contact for the City.

Please include information describing the experience of the Project Manager, key staff, or major sub-consultants. Please highlight and provide specific examples of experience with Citywide TDM and transit planning efforts as well as successful consensus building in a community planning process. Please provide electronic web links to the specific document examples. Please provide references for each example cited including phone number and email address of contacts. References for each example cited for the Project Manager, key staff, and major sub-consultants are required (15-page maximum).

4. **Scope, Budget, and Schedule.** Please provide a detailed scope, budget, and schedule. Applicants are encouraged to evaluate the proposed Scope of Work and Schedule (Attachments A and B) and to elaborate on it, as well as to recommend revisions to it to achieve better Citywide Transit and TDM Plans or a more efficient use of resources. The City is looking to the Consultant Team to provide a detailed budget by task, team member and sub-consultant, if applicable, that covers a baseline budget as well as optional budget alternatives. Cost saving measures that recommend ways to save on the budget are also important to consider, including potential tasks that could be covered by staff instead of the Consultant Team.

5. **Comments/Questions on the City Standard Consultant Agreement:** The City standard consultant agreement is attached for your consideration (Attachment C). If the Consultant Team has any questions or concerns related to any provisions of the standard form contract, they must be submitted in writing with your response to this Request for Proposals.

VI. Submittal Instructions

Proposals should be submitted by mail or in person by 3:00 PM on Thursday, October 22, 2015 to:

Gail Payne
Transportation Coordinator
City of Alameda
Community Development Department
2263 Santa Clara Avenue
Alameda, CA 94501

Submittals shall be clearly marked on the outside cover or envelope "Response to Request for Proposals: Citywide Transit and Transportation Demand Management Plans."

A non-mandatory, pre-bid conference will be held on Tuesday, September 29, from 11:00 a.m. to 12:00 p.m. in Conference Room 360 at Alameda City Hall, 2263 Santa Clara Avenue, 3rd Floor, Alameda, CA.

Interviews of selected consultant teams are tentatively scheduled for Tuesday, November 10, 2015.

Selection Process: Based upon the submitted proposals, the selection team will select a preferred Consultant Team. The City intends to complete contract negotiations with the selected Consultant Team so that the Consultant Team can commence work in January 2016. The final selection will be based upon the following criteria:

- A. The Consultant Team's, the Project Manager's, and key staff persons' past experience and results with similar planning efforts and demonstrated expertise outlined in Section IV, Role of the Consultant, of this Request for Proposals.
- B. The Consultant Team's demonstrated understanding of the proposed planning effort and the Alameda community and of the need for an efficient and effective approach to successfully completing the planning effort.
- C. The Consultant Team's ability to deliver high quality Citywide Transit and TDM Plans within a cost effective budget and an 18-month schedule.

D. The Consultant Team's ability to meet the City's standard contract requirements.

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

Questions: Gail Payne, Transportation Coordinator, gpayne@alamedaca.gov, 510-747-6892, is available to answer questions and respond to requests for additional information.

Attachment A: Proposed Scope of Work

Attachment B: Schedule

Attachment C: City Standard Consultant Agreement

Attachment A: Proposed Scope of Work

City Council referral documents and workshop comments as well as existing transportation policy and planning documents form the basis of the proposed scope of work for the Citywide Transit and TDM Plans. This Consultant Team effort will consist of one process for preparing two inter-related documents: (1) Citywide Transit Plan; and (2) Citywide TDM Plan. City staff is open to combining these two deliverables into one document based on input from the selected Consultant Team. The community engagement process will consist of two community workshops, ongoing stakeholder outreach, a public opinion survey, a [Citywide Transit and TDM Plans webpage](#) maintained by City staff, an ongoing web-based comment page, and Transportation Commission, Planning Board and City Council meetings. For project management, the Consultant Team will schedule and facilitate bi-weekly check-in meetings with City staff, and will provide monthly progress reports on the budget, work effort progress and the schedule. City staff will be responsible for the review of deliverables prepared by the Consultant Team and for providing a single set of comments that indicate suggested changes to draft work products. The following is an overview of the proposed process for performing this proposed work:

Task 1: Initiate Project

The Consultant Team will work with the City of Alameda to initiate the planning effort and to gain a thorough understanding of the key issues for the Citywide Transit and TDM Plans. The Consultant Team will review and consider the following primary set of planning documents:

- Alameda County Transportation Commission [Countywide Transit Plan](#) – web link only (2015)
- Alameda Landing TDM Program (2007)
- Alameda Municipal Code – TSM Ordinance – Section 8.29
- Alameda Point TDM Plan (2014)
- Alameda Point Site A TDM Compliance Strategy (2015)
- Alameda Point TDM Implementation Assistance Scope of Work and Work Product (2015)
- Alameda to Oakland Water Shuttle Feasibility Study (2013)
- AC Transit [Service Expansion Plan \(SEP\)](#) – web link only (2015)
- AC Transit [Major Corridors Study](#) – web link only (2015)
- Capital Budget – City of Alameda (2015-2017) – Transportation Projects
- City of Alameda Bicycle Master Plan Update (2010)
- City of Alameda Long Range Transit Plan (2001)
- City of Alameda Pedestrian Plan (2009)
- City of Alameda Regional Transit Access Study (Final Draft - 2013)
- City of Alameda TSM/TDM Plan (Final Draft - 2012)
- City Council meeting discussions: January 21, 2015 and April 1, 2015
- Complete Streets Resolution and Policy (2013)

- Del Monte Warehouse Master Plan Transportation Demand Management Program (2014)
- Estuary Crossing Study – Final Feasibility Study Report (2009)
- NAS Alameda Multimodal Regional Connections Project – TIGER submittal (June 2015)
- Planning Board / Transportation Commission Joint Meeting: February 25, 2015
- Prioritized Transportation Lists for Competitive Grants and Regional Funding (2013)
- San Francisco Bay Area Core Capacity Transit Study (2015)
- Transportation Element of the General Plan (2009)
- WETA [Alameda Terminal Access Study](#) (draft available in Fall 2015)
- WETA System Expansion Policy 2015-16
- WETA System Performance Policy 2015-16
- WETA Terminal Access Policy 2015-16

The Consultant Team also may review and consider the following secondary planning and technical documents:

- Alameda Northern Waterfront General Plan Amendment (2007)
- Alameda Point Conceptual Planning Guide (2013)
- Alameda Point Certified Environmental Impact Report (EIR) (2014)
- Alameda Point General Plan Amendment (2014)
- Alameda Point Site A Development Plan (2015)
- Alameda Point Town Center and Waterfront Precise Plan (2014)
- Alameda Point Zoning Ordinance Amendment (2014)
- Alameda Point Zoning Ordinance Map (2014)
- Alameda Point Master Infrastructure Plan (MIP) (2014)
- ADA Transition Plan Update: Facilities (2008)
- City of Alameda Bicycle Facility Design Standards (2013)
- City of Alameda Pedestrian Design Guidelines (2011)
- Cross Alameda Trail Feasibility Study (2005)
- Development Impact Fee Nexus Study (2014)
- Local Action Plan for Climate Protection (2008)
- Transit Sustainability Project – Metropolitan Transportation Commission (2012)

The Consultant Team/City staff will hold a **kick-off meeting** to finalize the schedule and work scope, discuss the above documents and remaining data requirements and confirm communication protocols such as invoicing, progress reports and check-in meetings. The kick-off meeting also will include a **site visit** by the Consultant Team/City staff to discuss key locations such as Alameda Point, Alameda Landing and Northern Waterfront.

Community Engagement (Project Initiation): Not applicable

Deliverables (Project Initiation):

- A. **Project Initiation:** The Consultant Team will provide a list of questions from the document review and additional data requests. City Staff will provide additional data to the Consultant Team.
- B. **Work Scope/Schedule:** The Consultant Team will provide a finalized schedule, budget by task and work scope.

Completion Date (Project Initiation): Months 1 to 2 (March 15, 2016)

Task 2: Analyze Existing Conditions

Based on the Task 1 analysis, the Consultant Team will prepare a written description of the existing conditions, opportunities and constraints in the City of Alameda with a focus on island access/egress, Alameda Landing, Alameda Point and Northern Waterfront areas. The document, which will be draft sections of the Citywide Transit and TDM Plans, will describe a snapshot of the state of the transportation trends and system in the City of Alameda and will build on the April 1, 2015 City Council presentation. The document will include ~~a summary~~the status and applicability of the relevant transportation-related goals, policies, objectives, plans, system performance, user experience, mode integration, gap analysis, expected projections, areas of concern, funding, governance structure for transportation services including the City's role in transit, and key opportunities in the context of local, national and international best practices. City staff will provide the Consultant Team with an inventory and matrix of all existing and planned TMAs/TDM Plans in the City to include in the TDM Plan Existing Conditions section description. The transit data will include information from both public and private operators. The Consultant Team will be expected to identify key data gaps and then to collect the needed information in consultation with City staff. One of the purposes of this task is to provide city representatives with "data driven" talking points about the existing transportation trends and network – both supply and demand – so as to help key stakeholders and decision makers better understand the targeted needs for transportation infrastructure and operational improvements.

Community Engagement (Existing Conditions):

Stakeholder Outreach - Round #1: The Consultant Team/City staff will schedule and meet with key stakeholders such as local transportation-related groups, schools, business associations and outside transit agencies for up to three meetings. The purpose is to review the draft existing conditions text and PowerPoint slides as well as a draft questionnaire and approach of the public opinion survey. The participants also will be asked to review draft objectives and evaluation criteria of the Citywide Transit and TDM Plans as will be prepared by the Consultant Team in Task 3 below.

Deliverables (Existing Conditions):

- A. **Memo:** The Consultant Team will develop a draft and revised draft memo on the existing conditions. The final draft will be formatted as chapters in the two inter-

related planning documents and as PowerPoint slides with a heavy focus on the use of maps and graphics to communicate key issues.

- B. **Stakeholder Outreach – Round #1:** The Consultant Team will provide the agenda, meeting materials and notes for up to three meetings.

Completion Date (Existing Conditions): Months 1 to 3 (April 15, 2016)

Task 3: Prepare Objectives and Evaluation Criteria

Based on the analyses in Tasks 1 and 2 and on the goals stated in Section II (General Information) of this RFP, the Consultant Team will prepare objectives and evaluation criteria for the Citywide Transit and TDM Plans presented in a memorandum. One of the main purposes of the work outlined in this task is to help the Consultant Team and the City evaluate trade-offs of potential transit or TDM strategies. Thus, this task will develop an outcome-based evaluation framework that will be used to identify investment priorities. This task also will consider performance measures of the strategy options including potential greenhouse gas emission reductions to comply with the Local Action Plan for Climate Protection requirements. Performance measures used by BART, AC Transit and the Metropolitan Transportation Commission will be a “starting point” for exploration of potential measures that could be used to define needs and evaluate alternatives.

Community Engagement (Objectives and Evaluation Criteria):

Public Opinion Survey: The Consultant Team will measure public opinion on transportation in Alameda based on the information collected in Tasks 1 through 3. The main purpose of the survey is to ask Alamedans what would motivate them to use transit, carpool, bicycle or walk instead of driving their automobiles for their commutes, especially for off-island commutes during peak times. The opinion research will be designed to explore the following issues:

- Use and opinion of the local transportation network;
- Current travel behaviors, especially during commute times;
- Transportation improvement priorities, especially for island access/egress;
- City role or involvement in transit;
- Response to potential projects and programs that enhance multimodal mobility.

A quantitative approach should be used to gather statistically significant data on the above topics. The proposer should choose the appropriate research and sampling method, and describe why they chose that approach. The sample should be designed in such a way that allows for analysis of Alameda residents who regularly commute outside of Alameda such as on-board rider or casual carpool surveys.

Web Survey – Topic #1 (Objectives and Evaluation Criteria): Using the Peak Democracy software, a web survey will request community members to rank objectives similar to previous Clement Avenue and Central Avenue projects as shown here:

<http://alamedaca.gov/public-works/open-forum>. The Consultant Team will design the web survey text and graphics in a straightforward manner to ensure that the survey is user friendly.

Community Workshop #1: The Consultant Team/City staff will conduct a community workshop to discuss existing conditions including key opportunities and potential objectives and evaluation criteria for the Citywide Transit and TDM Plans.

Transportation Commission/Planning Board Meetings - Round #1: The purpose of these meetings is to introduce the Citywide Transit and TDM Plans consultant work scope to the Transportation Commission and Planning Board as well as existing conditions and the draft objectives and evaluation criteria based on community input to date.

City Council Meeting #1: The purpose of this meeting is to introduce existing conditions and the draft objectives and evaluation criteria based on community input to date.

Deliverables (Objectives and Evaluation Criteria):

- A. **Public Opinion Survey:** The Consultant Team will provide a draft and final public opinion questionnaire, approach and survey results text description with PowerPoint slides.
- B. **Web Survey - Topic #1 (Objectives and Evaluation Criteria):** The Consultant team will draft the text and will compile the results of the web survey.
- C. **Memo:** Revised draft and final goals and objectives memo.
- D. **Community Workshop #1:** The Consultant Team will provide the flyer, advertisement, PowerPoint slides, sign-in sheets, handout materials/boards, healthy refreshments, comment cards and a compilation of comments, and will attend/present at the workshop, as needed. City staff will secure the meeting location, will develop and update a contact list for the Citywide Transit and TDM Plans, and will create and distribute the press release/community advisory and letter notifications, when appropriate.
- D. **Transportation Commission/Planning Board Meetings - Round #1:** In consultation with City staff, the Consultant Team will prepare the staff reports and the presentations, and will present at the meeting, as needed.
- E. **City Council Meeting #1:** In consultation with City staff, the Consultant Team will prepare the staff report and the overall presentation. The Consultant Team will present at the meeting, as needed.

Completion Date (Objectives and Evaluation Criteria): Months 1 to 4 (May 15, 2016)

Task 4: Analyze Strategies

In this task, the Consultant Team will analyze strategies for public consideration. The Consultant Team will analyze the feasibility of potential TDM and transit options that arose in Tasks 1 through 3 and will present the options in a memo. The strategies memo will describe and illustrate potential options and the expected impacts related to the objectives developed in Task 3. Based on the evaluation framework in Task 3, the Consultant Team will use a data-driven approach to prioritize projects and programs. The Consultant Team will develop a summary sheet for each strategy or a matrix that identifies needs, objectives addressed, potential costs, implementation process and timeframe, agency or departmental roles and responsibilities, potential city roles and involvement, required policy or regulatory changes and benefits expected. The Consultant Team also will prepare a matrix that compares the strategies. After public review, the Consultant Team will refine the strategies for inclusion into the draft Citywide Transit and TDM Plans in Task 5.

Community Engagement (Strategies Analysis):

Stakeholder Outreach – Round #2: The Consultant Team/City staff will schedule and meet with key stakeholders such as local transportation-related groups, schools, business associations and outside transit agencies to review the draft strategies memo for the Citywide Transit and TDM Plans.

Web Survey – Topic #2 (Potential Strategies): Using the Peak Democracy software, a web-based survey will request community members to provide input on potential transportation strategies, including transportation services, improvements, and programs. The Consultant Team will design the web-based survey text and graphics in a straightforward manner to ensure that the survey is user friendly. A Peak Democracy example is the proposed [Los Alamos County Transit Study](#) outreach effort.

Community Workshop #2: The Consultant Team/City staff will conduct a community workshop to discuss potential strategies for the Citywide Transit and TDM Plans.

Transportation Commission/Planning Board/City Council Meetings – Round #2: The purpose of these meetings is to discuss the strategies to help direct the Consultant Team/City staff on how to proceed.

Deliverables (Strategies Analysis):

- A. **Memo:** The Consultant Team will develop a draft and revised draft strategies memo. The final draft will be formatted as chapters in the two inter-related planning documents.
- B. **Stakeholder Outreach – Round #2:** The Consultant Team will provide the agenda, meeting materials and notes for up to three meetings.
- C. **Web Survey – Topic #2 (Potential Strategies):** The Consultant team will draft the text and will compile the results of the web survey.

- D. **Community Workshop #2:** The Consultant Team will provide the flyer, advertisement, PowerPoint slides, sign-in sheets, handout materials/boards, healthy refreshments, comment cards and a compilation of comments, and will attend/present at the workshop, as needed. City staff will secure the meeting location, will update the contact list for the Citywide Transit and TDM Plans, and will create and distribute the press release/community advisory and letter notifications, when appropriate.
- E. **Transportation Commission/Planning Board/City Council Meetings – Round #2:** In consultation with City staff, the Consultant Team will prepare the staff reports and the overall presentations for these meetings. The Consultant Team will present at the meetings, as needed.

Completion Date (Strategies Analysis): Months 3 to 7 (August 15, 2016)

Task 5: Prepare Draft Plan

Based on previous task memos and community input to date, the Consultant Team will prepare Administrative Draft Plans for City staff and stakeholder review. The Citywide Transit and TDM Plans is envisioned as a “user friendly,” easy to understand document that is organized around graphics, tables and charts. One of the purposes of the Citywide Transit and TDM Plans is to provide City representatives with talking points about the existing and proposed transportation network – both supply and demand – so as to help key stakeholders and decision makers better understand the need for transportation infrastructure and operational improvements. The Citywide Transit and TDM Plans will contain an implementation and financing approach that evaluates the potential for funding the preferred strategies. Special attention will be paid to the financing and phasing of the plans, and will include recommendations for staffing and the organizational structures needed to ensure the most successful implementation. Once the Public Review Draft is released, the Consultant Team and City staff will prepare a presentation and web-based materials to engage the community, especially on the preferred strategies in the Public Review Draft.

Community Engagement (Draft Plan):

Stakeholder Outreach – Round #3: The Consultant Team/City staff will schedule and meet with key stakeholders such as local transportation-related groups, schools, business associations and outside transit agencies to review the Public Review Draft Citywide Transit and TDM Plans.

Transportation Commission/Planning Board/City Council Meetings – Round #3: The purpose of these meetings is to discuss the Draft Transit and TDM Plans.

Deliverables (Draft Plan):

- A. **Administrative Draft:** The Consultant will provide an Administrative Draft for administrative review (ten hard copies and an electronic copy).
- B. **Public Review Draft:** The Consultant will provide a Public Review Draft (20 hard copies and an electronic copy) for the Transportation Commission and Planning Board meetings. The Consultant Team will be responsible for the management of an ongoing list of staff and public comments and associated changes to the Public Review Draft.
- C. **Stakeholder Outreach – Round #3:** The Consultant Team will provide agenda, meeting materials and notes for up to three meetings.
- D. **Transportation Commission/Planning Board/City Council Meetings – Round #3:** In consultation with City staff, the Consultant Team will prepare the staff reports and the overall presentations. The Consultant Team will present at the meetings, as needed.

Completion Date (Draft Plan): Months 3 to 11 (December 15, 2016)

Task 6. Prepare Final Plan

The Consultant Team will incorporate the comments from the public review process in its preparation of a Final Draft of the Citywide Transit and TDM Plans (Final Draft) for administrative review. Based on the City staff comments of the administrative draft, the Final Draft will be produced for Transportation Commission and Planning Board approval. The Final Draft then will be presented to the City Council for final adoption, and will include a summary of Transportation Commission, Planning Board and community comments and revisions as an addendum. The Consultant Team will produce revisions to key graphics for the City Council meeting, but not a revised Final Draft. Based on the cumulative input and comments received at the Transportation Commission, Planning Board and City Council meetings, the Consultant Team will prepare adopted Final Citywide Transit and TDM Plans.

Community Engagement (Plan):

Transportation Commission/Planning Board Meetings – Round #4: The purpose of these meetings is to recommend approval of the Final Draft Citywide Transit and TDM Plans.

City Council Meeting #4: The purpose of this meeting is to approve the Final Citywide Transit and TDM Plans.

Deliverables (Plan): Three versions of the Final Citywide Transit and TDM Plans:

- A. **Administrative Draft:** The Consultant Team will develop a Final Draft Citywide Transit and TDM Plans for administrative review (electronic copy only).
- B. **Public Review Draft:** The Consultant Team will develop a Final Draft Citywide Transit and TDM Plans for public review (20 hard copies for the Transportation

Commission and Planning Board meetings and 20 hard copies for the City Council meeting). The Consultant Team will compile the comments and associated changes from the Transportation Commission, Planning Board and City Council meetings.

- C. ***Transportation Commission/Planning Board Meetings – Round #4:*** In consultation with City staff, the Consultant Team will prepare the staff reports and the overall presentations. The Consultant Team will present at the meetings, as needed.
- D. ***City Council Meeting #4:*** In consultation with City staff, the Consultant Team will prepare the staff report and the overall presentation. The Consultant Team will present at the meeting, as needed.
- E. ***Final:*** The Consultant Team will develop an adopted Final Citywide Transit and TDM Plans (20 hard copies) incorporating text and graphic changes from the Transportation Commission, Planning Board and City Council meetings.

Completion Date (Plan): Months 12 to 18 (July 15, 2017)

Attachment B: Schedule

Task	Completion Date
City Council	January 21, 2015
Transportation Commission / Planning Board	February 25, 2015
City Council Special Meeting	April 1, 2015
City Council Request to Approve RFP	September 15, 2015
Request for Proposal Issued	September 16, 2015
Non-mandatory Pre-bid Meeting	September 29, 2015
Request for Proposal Due Date	October 22, 2015
Interviews	November 10, 2015
Consultant Team Selection	November 16, 2015
City Council Request to Approve Contract	December 15, 2015
Executed Consultant Agreement	January 6, 2016
Project Initiation (Task 1)	March 15, 2016
Existing Conditions (Task 2)	April 15, 2016
Objectives and Evaluation Criteria (Task 3)	May 15, 2016
Strategies Analysis (Task 4)	August 15, 2016
Draft Plan (Task 5)	December 15, 2016
Final Plan (Task 6)	July 15, 2017

Attachment C: City Standard Consultant Agreement

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 201_, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **Company Name**, a individual/corporation/limited liability company, whose address is _____ (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

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

D. City and Consultant desire to enter into an agreement for services upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The term of this Agreement shall commence on the _____ day of _____ 201_, and shall terminate on the _____ day of _____ 201_, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform each and every service set forth in Exhibit "___" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$_____ as set forth in Exhibit "___" which is attached hereto and incorporated herein by this reference.

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

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

5. **STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals 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 nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

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

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

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

8. **NON-DISCRIMINATION:**

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

9. **HOLD HARMLESS:**

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

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. **INSURANCE:**

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate - all other
Property Damage:	\$250,000 each occurrence \$500,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence
or	

Combined Single Limit: \$500,000 each occurrence

(4) **Professional Liability:**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

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

C. **FAILURE TO SECURE:**

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability and workers' compensation insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

11. **CONFLICT OF INTEREST:**

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. **PROHIBITION AGAINST TRANSFERS:**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

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

13. **SUBCONTRACTOR APPROVAL:**

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

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

14. **PERMITS AND LICENSES:**

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

15. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

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

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

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

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

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

16. **RECORDS:**

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

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

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. **NOTICES:**

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

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

City of Alameda
Department
2263 Santa Clara Avenue, Room 120
Alameda CA 94501
Attention: Project Manager

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

Company
Address
City, State Zipcode
Attention: Project Manager

18. **TERMINATION:**

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

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

19. **COST OF LITIGATION:**

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the Court may adjudge to be reasonable, including attorneys' fees.

20. **COMPLIANCES:**

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

21. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

22. **ADVERTISEMENT:**

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

23. **WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

25. **INSERTED PROVISIONS:**

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

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.

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

COMPANY

CITY OF ALAMEDA
A Municipal Corporation

By:
Title:

Elizabeth D. Warmerdam
Interim City Manager

By:
Title:

RECOMMENDED FOR APPROVAL:

Jennifer Ott
Chief Operating Officer - Alameda Point

APPROVED AS TO FORM:

Janet C. Kern
City Attorney