



January 24, 2024

Request for Proposals for K-12 Schools Educational Services

The Alameda Countywide Clean Water Program (Program) is seeking one or more providers of watershed awareness and stormwater pollution prevention education for K-12 schools in Alameda County.

The contract(s) is for five consecutive years, beginning July 1, 2024, with outreach work in schools starting at the beginning of the school year in September 2024.

The Program is planning to award up to a total of \$109,000 per year to the successful applicant(s). The minimum proposal amount per year is \$15,000. Budgets are set each fiscal year in an annual Action Plan and are subject to allocation of funds by the Program Management Committee.

RFP Timeline

January 24, 2024	RFP Released
February 5, 2024	Optional Pre-Proposal Meeting 2-3 pm (Virtual Zoom Meeting) Meeting Link Meeting ID: 851 4174 3199 Passcode: 465275
March 15, 2024, 5:00PM (PST)	Submissions due via Google form: https://forms.gle/A4hr8CjMgS4YJgAPA
March 16 – April 30, 2024	Evaluation & In-Person Interviews
May 30, 2024	Selected Contractor(s) Notified
June 2024	Contract(s) Issued
July 1, 2024	Contract(s) Start Date
June 30, 2029	Contract(s) End Date

Email Questions to:

Jennifer Stern
City of Oakland
JStern@oaklandca.gov



Background

The Program was established in 1991 to prevent stormwater runoff from becoming polluted before entering local storm drains, creeks, wetlands, and the San Francisco Bay.

The Program's seventeen member agencies (fourteen cities in Alameda County, Alameda County, the Alameda County Flood Control and Water Conservation District, and Zone 7 Water Agency) are subject to National Pollutant Discharge Elimination System (NPDES) permits issued by the California Regional Water Quality Control Board, San Francisco Bay Region. One of the permit requirements involves outreach to school-age children (K through 12) throughout the county, aimed at raising awareness of local watersheds and stormwater pollution, and inspiring students to take action to improve the quality of local waterways.

To assist member agencies in fulfilling this requirement, the Program intends to contract with one or more school outreach providers to implement and administer an outreach program in K-12 schools throughout the County for school years 2024/25 through 2028/29 (five years).

Eligibility

Eligible applicants include educational organizations, non-profit or for-profit organizations, and government agencies.

To learn about current providers, visit www.cleanwaterprogram.org/schools.

Educational Program Scope of Services

The proposed services should focus on achieving one or more of the following goals:

- Increase students' awareness and understanding of their local watersheds and how stormwater pollution happens.
- Educate students about the types of everyday actions* that can affect local creeks and the San Francisco Bay.
* See details at www.cleanwaterprogram.org/residents
- Encourage and inspire students to take action to improve the water quality of local creeks and the Bay that's within their reach, for example litter reduction.

Qualifying services may include (but are not limited to):

- Classroom Presentations: In-class presentations and/or hands-on activities for students tailored to grade levels.
- School Assemblies: Presentations to several classrooms or grade levels in a large forum such as a school auditorium.
- On-campus and Community Service Activities: Engaging students in activities such as litter clean-up or other stormwater pollution prevention activities.



- Field Trips: Organizing field trips for students to local natural environments to demonstrate the value of the resources and the potential impacts of stormwater pollution.
- After-School Programs: Providing after-school activities for students.
- Activities that engage **students' families**, such as homework assignments that require the help of a family member.

Integration with other Program activities:

- As part of the contract scope, service providers will be asked to distribute age-appropriate outreach materials the Program has developed, such as coloring books, to students.
- The Program's mascots, Fred the Red-legged Frog and Izzy the Egret, feature prominently across the Program's outreach activities to the general public, including video Public Service Announcements (PSAs), exhibits, event activities, social media, printed materials and more. Proposers are encouraged to integrate the characters into K-12 school outreach. Find Fred & Izzy videos on the Program's YouTube channel:

<https://www.youtube.com/channel/UCOFw3gvnzyhHCgUMeAYz-tA>

Geographical distribution of services:

The Program strives to achieve countywide coverage through its educational programs. Thus, the Program will select the proposal(s) that best address its goals and reach audiences geographically throughout Alameda County.

Documentation and reporting

Selected service providers will be required to submit an annual report that includes a description of goals and accomplishments, number of students reached, and number of impression hours, and high-resolution photos of students engaged in project activities. Excerpts from these reports may be used by the Program in its annual compliance reporting.

In addition, service providers may be asked to provide content (written descriptions and/or images) for use on the Program's website and social media channels.



Proposal Contents and Submission Instructions

NOTE: Proposals must be submitted online via the following Google form link. Submissions via email, fax or mail are not accepted.

Proposal submission link: <https://forms.gle/A4hr8CjMgS4YJgAPA>

The deadline for receipt of Google Form submissions is Friday, March 15, 5:00PM PST

Below are the questions you will find in the online proposal submission form.

We highly recommend that you write out your responses in Microsoft Word or a similar program before copy/pasting them into the online form. If you have a Google Account, and are signed in, you can save your work-in-progress.

You will receive an email confirmation and summary of your responses when you have submitted the form, to keep for your records.

If you have technical questions during the submittal process, contact Stefanie Pruegel, Gigantic Idea Studio, stef@gigantic-idea.com.

For questions about content, contact Jennifer Stern, City of Oakland, JStern@oaklandca.gov.

Proposal Contents

1. Proposer Information

- Name of Organization
- Address
- Website
- Main contact name, phone number, and email

2. Overview (150 words)

- Give a brief overview of your organization and its mission.
- Describe your overall approach to delivering the requested services.

3. Target Audience (up to 300 words)

- Describe the students and/or educators your services will reach (types of schools, grade levels, etc.)
- Estimate the number of schools and students, including the duration of programs and total student impression hours.
- Include a map or list the area(s) in Alameda County your project will serve.



4. Approach (150 Words or less per bullet point below)

- Describe how the proposed services will educate students about stormwater runoff, stormwater pollutants, and how students' everyday actions affect local creeks and the San Francisco Bay.
- Describe your proposed methods of delivery (assemblies, presentations, workshops, classroom activities, after school programs, etc.)
- Describe how the proposed activities will encourage/inspire students to take action to improve the quality of local creeks and the Bay.
- Explain how your project will, immediately or over time, result in less stormwater pollution.
- Present your ideas for incorporating Fred & Izzy into your programming.

5. Implementation (up to 500 words)

- Provide a schedule describing the tasks for one fiscal year.
- Describe how you will implement the proposed project successfully, including how you will market/promote your project.
- If applicable, describe how you will ensure your programs are fully booked for the year.

6. Program/Project Evaluation

- Describe how you will evaluate the success of your project.
- Provide a sample evaluation form following the submittal instructions in the online form.

7. Cost

- What is the proposed annual cost of the project? For file uploads, follow the submittal instructions in the online form.
- Include a breakdown of the cost per presentation or assembly. For file uploads, follow the submittal instructions in the online form.
- Include, as applicable, the dollar amount per student impression hour and/or educator trained.
- Describe how you will achieve the goals of your project in a cost-effective manner.

8. Project Team

- Describe the roles and organization of your proposed team for this scope.
- Provide bios and resumes for each team member involved in delivering the proposed services, including staff interacting with students and the school community as well as project management/administrative staff. For file uploads, follow the submittal instructions in the online form.

9. Past Experience (200 words each)

- Provide brief descriptions for three projects similar to the Scope of Services described in this RFP.



10. References

- Provide three references that can speak to your qualifications in delivering the Scope of Services described in this RFP. Include name, title, organization, email, and phone.

11. Exceptions to the Standard Agreement (100 words)

- Describe any exceptions to the City of Fremont's standard agreement including insurance requirements or note that you have no exceptions.

Evaluation and Selection Process

The Evaluation Committee will conduct an initial review of submittals to ensure they are responsive to the requirements of this RFP. If a proposal does not include sufficient information to evaluate the proposal in any of the selection criteria below, the proposal may be considered non-responsive.

Proposals determined to be responsive to this RFP will be evaluated according to the following criteria:

1. Approach to the project
2. Quality of stormwater education
3. Qualifications and experience of the team and key staff providing the same or similar services
4. Cost effectiveness of the approach and quality of the annual evaluation
5. Geographic scope of the project

The Evaluation Committee will schedule in-person or virtual interviews with all firms that submitted responsive proposals. The interview will also be used to select the winning proposals.



Contract Information

The Evaluation Committee will recommend an award to the provider(s) whose, in its opinion, submittal best serves the overall interests of the Clean Water Program including an acceptable fee proposal to the Clean Water Program's Management Committee. The Management Committee will make the final decision on provider(s) for these services.

The Clean Water Program reserves the right to reject any or all responses that materially differ from any terms contained herein and to waive informalities and minor irregularities in responses received.

The City of Fremont is the Fiscal Agent for the Clean Water Program and will contract with the provider(s) selected by the Management Committee.

The Clean Water Program and City of Fremont reserve the right to award to a single or multiple contractors.

The Clean Water Program and the City of Fremont have the right to decline to award this contract for any reason.

The selected provider(s) are expected to sign the City of Fremont's standard agreement, see Attachment 1. Any exceptions to the standard agreement must be noted in the submitted information. Exhibits A, B, C will be completed upon selection to provide services. Exhibit D provides Insurance requirements and is included in the sample agreement.

Following successful completion of the contracting process, work will be authorized annually by the Clean Water Program through Action Plans. Funding for each fiscal years is dependent upon adequate Program funds being available.



ATTACHMENT 1: FREMONT STANDARD AGREEMENT

SERVICES AGREEMENT

_____ [Insert Title, Number & Date]

This Service Agreement (hereinafter “Agreement”) is made and entered into by and between the CITY OF FREMONT, a municipal corporation (hereinafter “City”), and _____ [insert business name and description of legal entity, i.e. LLC, partnership, corporation, etc.], (hereinafter “Consultant”). City and Consultant may be collectively referred to herein as the “Parties.”

RECITALS

- A. City requested a proposal from Consultant to perform the services generally including: _____ [insert description of services].
- B. In response to the City’s request, Consultant submitted a proposal, and, after negotiations, Consultant agreed to perform the services described on Exhibit “A” (the “Services”), in return for the compensation described in this Agreement and on Exhibit “B.”
- C. In reliance upon Consultant’s documentation of its qualifications, as set forth in Exhibit “C,” the City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. Consultant shall perform the Services described in Exhibit “A,” attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement.
2. TIME FOR PERFORMANCE. Time is of the essence in the performance of Services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance and shall complete all required Services no later than the dates set forth in Exhibit “A.” Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely



manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than by the date on which performance is due.

3. PAYMENT.

3(A). Billing. In order to request payment, Consultant shall submit monthly invoices to the City identifying the Services performed and the charges therefor (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the Consultant's billing rates (set forth on Exhibit "B," attached hereto and incorporated herein by reference). The City shall make monthly payments to Consultant for Services which are performed in accordance with this Agreement, to the satisfaction of the City.

3(B). **"Not to Exceed" Compensation.** The compensation payable to Consultant for the Services shall not exceed \$ _____ [insert amount]. Consultant shall not perform any services beyond the Services identified in Exhibit "A" without prior written authorization from the City's Authorized Representative. If the City's Authorized Representative provides authorization for additional services, the total compensation payable to the Consultant under this Agreement shall not exceed \$ _____ [insert amount].

3(C). **Consultant's Failure to Perform.** If Consultant performs Services which do not comply with the requirements of this Agreement, Consultant shall, upon Consultant's discovery or receipt of written notice from the City, re-perform the Services (without additional compensation to the Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to the City, Consultant shall reimburse the City for damages and costs incurred (which City may charge as an offset to Consultant's payment).

4. AUTHORIZED REPRESENTATIVES.

4(A). **Consultant's Authorized Representative.** City has relied upon Consultant's ability to perform this Agreement based on its representations regarding the qualifications of the Consultant (including the qualifications of its Authorized Representative, its personnel, and its subconsultants, if any) identified in Exhibit "C," attached hereto and incorporated herein by reference. Therefore, Consultant shall not replace its Authorized Representative, or any of the personnel or subconsultants identified in Exhibit "C" without the prior written consent of the City. All services under this



Agreement shall be performed by, or under the direct supervision of, Consultant's Authorized Representative, as identified in Exhibit "C."

4(B). **City's Authorized Representative.** The City's Authorized Representative responsible for administering this Agreement is _____ [insert name and title], unless otherwise changed in writing by the City's Authorized Representative or the City Manager.

5. INFORMATION AND DOCUMENTATION.

5(A). **Information from City.** City believes it has provided Consultant with all information necessary for Consultant's performance of the Services under this Agreement. If Consultant believes additional information is required, Consultant shall promptly notify the City, and the City will provide to Consultant all relevant non-privileged information in City's possession.

5(B). **Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultant invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

5(C). **Proprietary or Confidential Information of the City.** Consultant understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Consultant may have access to private or confidential Information which may be owned or Controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Consultant agrees that all City information accessed by Consultant shall be held in confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data.

5(D). **Ownership of Work Product.** All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("work product"), whether complete or in progress, are the property of the City and shall be given to the City at the completion of Consultant's Services. If approved by City in writing,



Consultant may make and keep copies of the work product. Consultant shall not reveal the work product, or make it available, to any third party without the prior written consent of the City.

5(E). Errors/Omissions. Consultant shall correct, at no cost to City, all errors, omissions, or ambiguities in the work product submitted to City, upon the City giving notice of the error to Consultant or Consultant discovering the error. This obligation shall survive the termination or expiration of this Agreement for a minimum period of twelve months following the expiration or termination of the Agreement.

6. RELATIONSHIP BETWEEN THE PARTIES. Consultant is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Consultant. Consultant is not an officer or employee of City, and Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.
7. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of California Government Code Section 1090 and the Political Reform Act (California Government Code Sections 81000, *et seq.*) and other state and local laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by the City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving Consultant's conflicting interest may be terminated by the City.
8. NONDISCRIMINATION. Consultant shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, gender or other legally protected status. Consultant will include this requirement in any subcontract.



9. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant shall comply with all applicable federal, state, and local laws including any applicable legal requirement imposed by Executive Orders duly issued at the federal, state and local level, whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.
10. LICENSES. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. If Consultant is providing construction management services under this Agreement, Consultant must be a licensed architect, registered engineer, or licensed general contractor, and comply with all applicable licensing requirements under California law.
11. BUSINESS TAX. The Consultant shall apply for and pay the business tax and registration tax in accordance with Fremont Municipal Code Chapter 5.05.
12. INSURANCE. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, subconsultants, and employees) in connection with the performance of services under this Agreement, and shall comply with the minimum requirements , which identifies the insurance types and minimum required for this Agreement; however, the minimum insurance levels shall not relieve Consultant of any other performance responsibilities under this Agreement (including the indemnity requirements), and Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Consultant, and prior to the commencement of any services, the Consultant shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Consultant shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.



13. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-284-4050, and Consultant shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.
14. INDEMNIFICATION. Consultant shall hold harmless, defend (with counsel approved by the City), and indemnify City and its elected officials, officers, employees, volunteers and agents from and against all claims, litigation, demands, damages, liabilities, costs, and expenses, including court costs, attorney's fees, experts fees and other costs and fees of litigation or other dispute resolution proceedings ("Claims") resulting or arising from Consultant's performance, or failure to perform, under this Agreement, except for Claims arising out of the City's sole negligence or willful misconduct. This provision covers any Claims that may be made against City based on any contention by a third party that an employer-employee relationship exists under this Agreement. This provision survives completion of the Services and the expiration or termination of this Agreement, and is not limited by the provisions of Section 12 relating to insurance.
15. TERM. Unless the term of this Agreement is modified in writing by the Parties, the term shall commence on the date last signed by the parties, below, and shall continue until completion of all Services in accordance with the timing requirements set forth in Exhibit "A" and paragraph 2 of this Agreement, or until [****INSERT DATE**** _____]. This Agreement may be terminated by the City without cause upon fifteen (15) days written notice to Consultant. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of termination, but not to exceed the payments according to the rates specified in Exhibit "B" or the maximum amount authorized under paragraph 3 of this Agreement.
16. DEFAULT. If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the



defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

17. NOTICES. All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City

*Attn: [**INSERT **]*

To: Consultant

*Attn:[**INSERT **]*

18. HEADINGS. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
19. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
20. GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.
21. ASSIGNMENT AND DELEGATION. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the



Consultant's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

22. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
23. WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
24. CONFLICTS. If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
25. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, any third party beneficiary rights), except as otherwise expressly provided for in this Agreement.
26. NEUTRAL INTERPRETATION. This Agreement represents the contributions of both parties, each of whom has had the opportunity to be represented by competent counsel. Accordingly, the rule stated in California Civil Code Section 1654 that a contract be construed against its drafter, shall have no application to the interpretation of this Agreement.
27. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
28. EACH PARTIES' ROLE IN DRAFTING THE AGREEMENT. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
29. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement



shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

30. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed to be an original. The Parties agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Any digital signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record keeping system to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the terms set forth herein.

CITY OF FREMONT

CONSULTANT [see selection below]

[**INSERT FULL LEGAL NAME**]

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Title: City Attorney

Select the appropriate signature block from the following samples:

FOR CORPORATIONS:

XYZ Inc.,
a California Corporation

By: _____



Signature

Print Name

Its: _____

Title of Corporate Officer

**Generally, a corporate officer must sign for the corporation (President, Vice President, CEO, COO, Secretary, or Assistant Secretary). Directors and employees may sign if they submit proof of delegated authority. Verify corporate status of the signer through the Secretary of State and include the Statement of Interest with the DocuSign Envelope. For other information regarding proof of signature authority or when two signatures are required, refer to the 2022 Signature Requirements Guide.*



FOR LIMITED LIABILITY COMPANY:

XYZ LLC.,

a California Limited Liability Company

By: _____

Signature

Print name

Its: _____

Owner or Manager

**For LLCs operated by owners, any owner can sign. Verify corporate status of signatories through the Secretary of State, SOI. If uncertain, obtain the operating agreement or a Secretary of State certificate showing the person or entity is the owner. If the LLC is operated by a manager, any manager can sign. Follow the same verification process provided for LLC owners.*

**If the LLC owner or manager is a corporation (and not an individual), include the name of the corporation that owns or manages the LLC and the signature of the corporate officers. Example:*

XYZ LLC.,

a California Limited Liability Company

By: _____

Name of the Corporation that is

the Owner or Manager of the LLC

Signature

Print name

Title of Corporate Officer



FOR GENERAL PARTNERSHIPS:

XYZ Inc.,

a California General Partnership

By: _____

Signature

Print Name

Its: _____

General Partner *

FOR LIMITED
PARTNERSHIPS:

XYZ Inc.,

a California Limited
Partnership

By: _____

Signature

Print Name

Its: _____

General Partner*

**Generally, a General Partner must sign for General and Limited Partnerships. Other officers/employees may sign if they submit proof of delegated authority. To verify corporate status of the signer, check with the Secretary of State and include the Statement of Interest with the DocuSign Envelope. Alternatively, obtain a Partnership Agreement or certificate filed with the state showing the person/entity is the General Partner. For other information regarding proof of signature authority or when two signatures are required, refer to the 2022 Signature Requirements Guide.*

**If the General Partner is a corporation, include the corporation's name and required signatures. Example:*

XYZ Inc.,

a California limited partnership

By: _____

Name of the corporation that is the general partner

Signature

Print name

Title of corporate officer

EXHIBIT D



INSURANCE REQUIREMENTS

Professional

Consultant's performance of the services under this agreement shall not commence until Consultant shall have obtained all insurance required under this Exhibit and such insurance shall have been reviewed and approved by the Risk Manager. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Consultant shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for alleged injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Consultant, the Consultant's agents, representatives, employees and subcontractors. Required professional liability insurance shall be maintained at the level specified herein for the duration of this agreement and any extension thereof and for twelve additional months following the agreement termination or expiration.

INSURANCE COVERAGE AND LIMITS RESTRICTIONS

1. It shall be a requirement under this agreement that 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. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Fremont before the City of Fremont's own insurance or self-insurance shall be called upon to protect it as a named insured.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage:
 - a. Blanket contractual liability
 - b. Broad form property coverage
 - c. Personal injury



2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Professional Liability insurance
5. Such other insurance coverages and limits as may be required by the City of Fremont.

B. MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and a \$2,000,000 aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.
Bodily Injury by Disease - \$1,000,000 policy limit.
Bodily Injury by Disease - \$1,000,000 each employee.
4. Professional Liability insurance: \$2,000,000.
5. Such other insurance coverages and limits as may be required by the City of Fremont.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

1. Any deductibles or self-insured retentions must be declared to and approved by the City of Fremont. At the option of the City of Fremont, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Fremont, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
2. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City of Fremont.
3. The City of Fremont reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. ADDITIONAL INSURED REQUIREMENTS:



1. The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:
 - a. The City of Fremont, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects alleged: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Fremont, its officers, officials, employees, agents or volunteers.
 - b. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Fremont, its officers, officials, employees, agents or volunteers.
 - c. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
 - d. Consultant shall furnish properly executed Certificates of Insurance from insurance companies acceptable to the City of Fremont and signed copies of the specified endorsements for each policy prior to commencement of work under this agreement. Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the City of Fremont and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been filed with the City Clerk.

Such insurance shall be maintained from the time work first commences until completion of the work under this agreement. Consultant shall replace such certificates for policies expiring prior to completion of work under this agreement.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

F. COMPLETED OPERATIONS

Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance



for a minimum of five years following the completion of this project. In the event the Consultant fails to obtain or maintain completed operations coverage as required by this agreement, the City of Fremont at its sole discretion may purchase the coverage required and the cost will be paid by the Consultant.

G. CROSS-LIABILITY

The Liability policy shall include a cross-liability or severability of interest endorsement.

H. FAILURE TO MAINTAIN INSURANCE COVERAGE

If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this agreement, the same shall be deemed a material breach of contract. The City of Fremont, at its sole option, may terminate this agreement and obtain damages from the Consultant resulting from said breach. Alternatively, the City of Fremont may purchase such required insurance coverage, and without further notice to Consultant, the City of Fremont may deduct from sums due to Consultant any premium costs advanced by the City of Fremont for such insurance.

I. PRIMARY AND NON-CONTRIBUTORY

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Fremont, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Fremont, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The additional insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the City of Fremont's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

J. SUBCONTRACTORS

Consultant shall require all subconsultants to maintain the same levels of insurance and provide the same indemnity that the Consultant is required to provide under this Agreement. A subconsultant is anyone who is under contract with the Consultant or any of its subconsultants to perform work contemplated by this Agreement. The Consultant shall require all subconsultants to provide evidence of valid insurance and the required endorsements prior to the commencement of any work.

K. SUBROGATION WAIVER

Consultant agrees to waive subrogation rights against City of Fremont regardless of the applicability of any insurance proceeds,



and to require all Consultants, subcontractors or others involved in any way with the services to do likewise.

L. VERIFICATION OF COVERAGE

Consultant shall furnish the City of Fremont with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City of Fremont before the services commence.