



250 FRANK H. OGAWA PLAZA OAKLAND, CALIFORNIA 94612-2033
Oakland Parks and Recreation and Youth Development
250 Frank H. Ogawa Plaza #3330
Oakland, CA 94612-2033

(510) 238-7275
parksandrec@oaklandca.gov
TDD (510) 615-5883

CITY OF OAKLAND REQUEST FOR PROPOSAL ONE FIELD LEASE

PUBLISHED DATE

SEPTEMBER 20, 2024

250 Frank H. Ogawa Plaza Suite 3330 Oakland, CA 94612

ADDENDUM "A"

Proposal Deadline Date: 4:00 p.m., Monday October 21, 2024

REQUEST FOR PROPOSALS FOR THE LEASE OF CITY-OWNED PROPERTY COMMONLY KNOWN AS "OAK PORT FIELD" LOCATED AT OAKLAND, CA

Contact for this RFP is City of Oakland Assistant Capital Improvement Project Coordinator Quincy Williams at QWilliams@Oaklandca.gov or (510) 424-3371.

The City of Oakland ("City") invites proposals from qualified firms or individuals (hereafter referred to as "Proposers") to lease and maintain the City-owned real property commonly known as the "Oak Port Fields" (referred to as the "Property"). The Property includes one (1) parcel (APN 041-3903-002-09) located at 5885 Oak Port Road, Oakland, CA 94621 ("Oak Port") as more particularly shown on the attached parcel map hereto as Exhibit A. The City is seeking proposals that will serve the needs of the local and regional community in the best interest of the public and in conformance with all applicable laws and with all terms and conditions of the applicable grant deed for the Property (See Exhibit B). If this Request for Proposals ("RFP") is awarded, leasing of the Property shall be pursuant to the City's lease agreement ("Lease") to be negotiated with the City and subject to the approval of the City of Oakland's City Council.

A. BACKGROUND. Quality athletic fields across Oakland are in high demand and the impact of sport activities exceed current City-wide maintenance capacity. To keep up with demand and expand on quality recreational facilities and services, the City of Oakland Parks, Recreation & Youth Development (OPRYD) department seeks qualified organizations to lease the underperforming athletic field in Oakland while preserving public access. In order to improve equitable access to recreational activities in historically marginalized and underserved communities, the City has selected Oak Port Field.

The East Bay Regional Park District (the "EBRPD"), a system of stunning parklands in Alameda and Contra Costa counties east of San Francisco, spans 73 parks across 126,809 acres, with 1,330 miles of trails and 55 miles of shoreline. Dedicated to preserving natural and cultural resources, EBRPD provide spaces for healthful recreation and environmental education for all. Notably, EBRPD holds a permit and amendment to permit attached here to as Exhibit C, up for renewal in 2027, to have a trail running directly across the Property. The City fully intends to renew this agreement, and the winning proposer



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will be required to adhere to the terms of the future agreement, ensuring continued access to this beautiful network of parks.

B. TYPE OF PROPOSALS SOUGHT. The City is seeking proposals to lease and maintain the Property for activities, programs and operations in accordance OPYRD’s objectives, zoning and the Deed. Each proposal should reflect the City's goal to have an operator who provides a high level of service to the public while leasing the Property and who provides related activities, in a fiscally responsible manner, that preserve and improve the Property as a resource for the benefit of the community. Each Proposer, in preparing their proposal, should consider all laws and available industry guidelines as applicable to open space, liability considerations, site development permits, public health standards, recreational operations, Americans with Disabilities Act (“ADA”) access, [Introduction to the Americans with Disabilities Act | ADA.gov](#) and the highest standards of maintenance of all facilities and equipment.

The City will select a community-oriented partner to lease the specified athletic field, provide capital renovations, and maintain the facilities to a high standard. Although the lease of the facilities will allow for private programming, the City of Oakland Equity goals set forth in Oakland Municipal Code Section 2.29.170 will guide the agreement and require selected partners to prioritize all existing and future public city programs, immediate neighbors, and residents of Oakland to ensure inclusive and enhanced public access to the programming and quality athletic field facilities.

OPRYD sought input and guidance from neighbors, residents, and users on ways to ensure the community’s access to and experience of recreational services are not only met but enhanced through this proposed lease process. Please note that there are existing groups using Oak Port. Please be cognizant to those groups needs and consultation with OPRYD regarding scheduling is strongly suggested.

C. DEVELOPMENT/OPERATING PLAN. Proposals must include a conceptual plan for the Property, along with any proposed changes or additions to the existing facilities on the Property. Proposals shall include, at a minimum, detailed responses for the following requirements (Development/Operating Plan):

1. A preliminary site and floor plan showing the general location of all of the existing and any proposed capital improvements and/or major equipment on the Property, including a development schedule, a description of any demolition proposed, and a projection of development and construction costs. Drawings do not need to be detailed construction drawings but should be drawings to a consistent scale in sufficient detail to clearly show the types, dimensions and locations of all proposed improvements and facilities.
2. A program plan providing a description of the planned programs and activities and/or services for the Property, including hours of operation and proposed fees and charges, subject to the City of Oakland’s Master Fee Schedule, as may be adjusted by the Oakland City Council. Please include types of users (i.e., City of Oakland Residents vs. Non-Residents, Resident Recreation



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Teams vs. Non-Resident Recreation Teams Resident Club vs. Non-Resident Club Team Pricing, etc.).

3. A proposed term of the Lease as detailed in the Section D. Proposal Elements and Additional Lease Agreement Provisions.

4. A financial proforma to support plan.

5. A report detailing the projected economic impact of the proposal. Please include estimated number of events at Oak Port. OPRYD will retain the right to cap events at each location.

All aspects of the Development/Operating Plan, including proposed uses, improvements, and demolition, must be consistent with the future Agreement, and are subject to approval by the City. All building improvements/additions must also include a minimum of 100 square feet of OPRYD office space at no cost to City.

The selected Proposer must provide the necessary trade fixtures and equipment needed to accommodate the level of service to be provided under the Lease. Title to those fixtures and equipment would remain vested in the selected Proposer until the end of the Lease.

D. PROPOSAL ELEMENTS AND ADDITIONAL LEASE AGREEMENT PROVISIONS. The City anticipates entering into the City's Lease Agreement with the selected Proposer (sometimes referred to as "Lessee" in the following provisions), to memorialize in detail the elements of the selected proposal. The following terms and conditions shall be incorporated into the Lease to be negotiated and executed between the selected Proposer and the City, subject to modification, deletion, and additional terms and conditions as determined by the City in the City's sole discretion:

1. Uses. The use of the Property shall be for programs, activities, operations, and services as described in the successful proposal, and incidental purposes as approved in advance by the City, in conformance with the Deed and the Agreement.

2. Premises. The Premises is depicted on the "Site Plan" attached hereto as Exhibit D and incorporated herein. The term "Property," as used in this Lease, shall mean (i) the Building and the Common Area, (as defined in Section 6), (ii) the land (which is improved with landscaping and other improvements) upon which the Building and the Common Area, are located, and (iii) at City's discretion, any additional real property, areas, land, buildings or other improvements added thereto.

3. Term. The proposed term must be justified by the Proposer on the basis of capital investment in improvements, equipment, facilities and in promoting the Property to the general public. Preferred term of ten (10) years. Longer terms may be available depending on the proposal and/or capital improvements proposed.



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4. Minimum Rent. The Lessee shall pay Rent within thirty (30) days after the effective date of the Lease, and thereafter on a monthly basis. The annual minimum Rent shall be adjusted upward by no less than three percent (3%) annually.

5. Delinquent Rent. If the Lessee fails to pay all or any part of the Rent or any other rent when due, the Lessee shall pay, in addition to the unpaid amount, five percent (5%) of the unpaid amount. If the Rent is still unpaid at the end of fifteen (15) days, the Lessee shall pay an additional five percent (5%) of the unpaid amount for a total of ten percent (10%), which is hereby mutually agreed by the parties to be appropriate to compensate the City for loss resulting from the delinquency, including lost interest, lost opportunities, legal costs, and the cost of servicing the delinquent account. Notwithstanding the foregoing, in no event shall the charge for late payment of Rent be less than Twenty-Five Dollars (\$25) each time. In no event shall any penalties or default interest rates charged to the Lessee exceed the amount permitted under applicable law. After thirty (30) days past due, unpaid amounts due the City under the Lease may be referred to the City Controller's Office for collection. as may be amended from time to time. The Lessee shall pay to the City any collection-referral fee and all other fees and charges plus interest as may then be charged by the City Controller's Office under authority of the Oakland Municipal Code. Acceptance of late charges and any portion of the late payment by the City shall neither constitute a waiver of the Lessee's breach or default with respect to the late payment nor prevent the City from exercising any other rights and remedies available at law or in equity. As required by law, the Lessee is hereby notified that a negative credit report may be submitted to a credit reporting agency if amounts due the City are not paid when due.

6. Unauthorized Use Charge. Lessee will pay City one hundred percent (100%) of the gross receipts for any service or use that is not permitted by the Lease. This payment is subject to the due date provided in the Lease for rental payments, and the provision for delinquent rent. The existence of the one hundred percent (100%) charge in this clause and the payment of this charge or any part of it, does not constitute an authorization for a particular service or use, and does not waive any City rights to terminate a service or use or to default Lessee for participating in or allowing any unauthorized use of the Property.

7. Time and Place of Payment. All payments to be paid by the Lessee under the Lease shall be made payable to the "City of Oakland" and be mailed to:

Oakland Parks, Recreation & Youth Development
Attention: Farhana Tabassoom
250 Frank H. Ogawa Plaza
Suite 3330
Oakland, California 94612

The City may change the place of payment at any time upon thirty (30) days written notice to the Lessee.



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Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed received only upon actual receipt.

8. Records. The selected Proposer shall keep complete and accurate accounting records, which shall be subject to City review at reasonable times to determine the nature and amounts of income from the activities on the Property. The records may be periodically audited by the City.

9. Right to Assign and Sublet. The selected Proposer may not assign the Lease or any interest therein and may not sublet any portion thereof without prior written approval from the City. Approval may be conditioned upon the proposed assignee agreeing to revisions to the Lease, to reflect market conditions or the City requirements that are then in effect. Also, no assignee will be approved who is not at least comparable to the original selected operator in financial and professional capabilities to operate the Property, as determined by the City.

10. Easements and Reservations.

a. City hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the Property. Lessee agrees that, upon termination of this agreement, it will leave any wells developed or used on the Property during the term of the Lease in good order and condition and that the casing shall be left in place.

b. City reserves the right to grant and use easements or establish and use rights-of-way over, under, along and across the Property for utilities, thoroughfares, or access as it deems advisable for the public good.

c. City has the right to enter the Property for the purpose of making repairs to or developing municipal resources and services.

11. Compliance with Laws. The selected Proposer, at its own cost, shall secure and maintain full compliance with all applicable municipal, county, state, and federal laws and regulations, now in effect or later, regarding all aspects of the Lease and activities at the Property.

12. Competent Management. Throughout the term of the lease agreement, Lessee shall provide competent management of the leased Property to the satisfaction of the City. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of the allowed use and related activities in a fiscally responsible manner.

13. Noise Abatement. Amplified sound, including air horns, shall be prohibited on the Property. Lessee shall use its reasonable best efforts to minimize noise on the Property during the early morning hours of all weekends, using such educational tools as meetings, signage, written notices to all users (including but not limited to all players, coaches, referees and sublessees),



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and by any other method that will result in the elimination of disturbance to the surrounding community.

14. Public Access Regulations. The general public shall have access to the Premises for the uses allowed under this Lease during Lessee's hours of operation. The general public shall not be wholly or permanently excluded from any portion of the Premises. Lessee may apply reasonable restrictions, on a nondiscriminatory basis, for the general public's use of the Premises consistent with the allowed uses. Lessee shall comply with the following, and all in conformity with the Deed and the EBRPD agreement:

- a. The leasehold areas (shown in yellow & green on Exhibit "D") shall be open to the public during daylight hours for passive uses (i.e. spectating, walking, hiking or parking, etc.), which do not interfere with the use of the leasehold by Lessee for maintenance, planting, watering, or other normal operations of the Lessee. The Lessee may reasonably direct the public to designated areas to provide a safety buffer between the public and the operations of the Lessee.
- b. EBRPD's public trail (shown in green on Exhibit "D") shall remain open to the public during daylight hours.
- c. Visible signage will need to be created and installed on the southern fence line to advise the public that the Public Trail on the Property is open to the public during daylight hours only.
- d. Public access to the Property and the public trail shall be prohibited after daylight hours.
- e. Motorized vehicles shall be allowed only where designated or directed by the Lessee.
- f. Due to safety considerations, certain areas of the Property must necessarily be limited to use by the Lessee, its agents, and its invitees only. The public should not be permitted in hazardous areas without prior authorization from the Lessee.
- g. Notwithstanding any of the above, the Lessee may restrict public access to the playing fields ("Fields") (shown in blue on Exhibit "D") during certain special events (i.e., charity fundraisers sponsored by the Lessee, charity fundraisers sponsored by groups other than the Lessee, tournaments, sports events, etc.). Such restrictions may be necessary in order to ensure that only ticketed spectators are allowed to attend special events.
- h. No animals, with the exception guide dogs, shall be allowed on the Property without prior authorization from the Lessee.
- i. The areas designated for particular uses on the color-coded site plan attached hereto as Exhibit "D" may be subject to change.

15. Special Provisions.



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- a. No vehicles shall be allowed to park on the Properties or at any entrance to the Property before 5:00 a.m.
- b. No construction or maintenance activity shall be allowed on the Properties before 8:00 a.m., or otherwise in violation of the Oakland Municipal Code.
- c. No large maintenance vehicles or machinery shall be used or operated on the Property before 8:00 a.m.
- d. Depending on the type of concession/food purveyor as determined by City, certain concession/food purveyors must be located at the northwest corner or the southwest corner of the Property.
- e. All organized users of the Property shall be notified that any use of the Property is at the discretion of and subject to reasonable conditions imposed by the City, and that no future use is implied or guaranteed.

16. Utilities. The selected Proposer may order and install utilities, subject to obtaining all necessary approvals and permits. In any event, the selected Proposer shall order, obtain, and pay for all utilities and service and installation charges in connection with the Property, subject to City review and approval.

17. Hazardous Substances. Lessee shall not allow the illegal installation, storage, utilization, generation, sale or release of a Hazardous Substance or otherwise regulated substance in, on, under or from the Property. Lessee and Lessee's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Property without City's prior written consent. Lessee shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the Oakland County Department of Environmental Health, local fire agencies, the Oakland County Department of Weights and Measures, the Oakland County Air Pollution Control District, and the Oakland Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

- a. Release. A "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a hazardous substance.
- b. Hazardous Substance. "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.



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c. Remediation. If Lessee's occupancy, use, development, maintenance or restoration of the Properties results in a release of a Hazardous Substance, Lessee shall pay all costs of remediation and removal to the City's satisfaction for unrestricted reuse of the Properties, and in accordance with all applicable laws, rules and regulations of governmental authorities.

d. Removal. If Lessee or Lessee's contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances or hazardous wastes to the Property, Lessee and/or Lessee's contractor or agent shall remove all Hazardous Substances and hazardous wastes in any type of container, equipment or device from the Property immediately upon or prior to the expiration or earlier termination of this Lease. Upon City's request, Lessee shall deliver to City true copies of documentation demonstrating the legal removal and/or disposal of the Hazardous Substances and/or hazardous wastes, containers, equipment or devices from the Property. Lessee shall be responsible for any and all costs incurred by City to remove any container, equipment or device requiring disposal or removal as required by this provision.

e. Indemnity. Lessee shall protect, defend, indemnify, and hold City harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from Lessee's occupancy, use, development, maintenance, or restoration of the Property, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary City response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, Lessee's officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

f. Notice of Release. If Lessee knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Premises, Lessee shall immediately notify City and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. Lessee shall deliver a written report thereof to City within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If Lessee knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, Lessee shall take all actions necessary to alleviate the danger. Lessee shall immediately notify City in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Property.

18. Nondiscrimination. The selected Proposer shall not discriminate in any manner against any person by reason of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or disability in the use of the Property. The selected Proposer shall



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comply with the City's programs for equal employment opportunities. This program includes requiring the selected Proposer to submit a Work Force Report (see attached Exhibit "E"), and in some cases an Equal Opportunity Plan. The selected Proposer shall comply with Oakland Municipal Code Chapter 2.32 "Equal Benefits Ordinance", which requires lessees of City-owned Property to offer the same employment benefits to employees with spouses and employees with domestic partners. The selected Proposer shall certify that it will maintain such equal benefits throughout the term of the Lease.

19. Insurance. The selected Proposer shall be required to carry commercial general liability and Property damage insurance in accordance with the City's Schedule Q attached here as Exhibit F.

20. Taxes. The selected Proposer must pay any and all taxes and assessments, including possessory interest taxes levied by reason of its possession, development, or use of the Properties.

21. Default. The City will reserve the right to terminate the Lease in the event of selected Proposer's failure to pay any Rent within five (5) days of notice thereof, or to cure any curable default or breach within thirty (30) days of notice thereof.

22. Permits and Licenses. The selected Proposer will be required to obtain all necessary permits and licenses for the operations and activities on the Property, at Proposer's sole cost and expense. By selecting a proposal or executing the Lease, neither the City nor the City's Council is obligating itself to the selected Proposer or to any governmental agent, board, commission or agency with regard to any other discretionary action relating to any occupancy, use, development, maintenance or restoration of the Properties. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances and all other required governmental approvals.

23. Non-responsibility. The City hereby disclaims any responsibility, liability or obligation to issue any permits or licenses or to waive any legal requirement by reason of selecting a Proposer or executing the Lease with the selected Proposer.

24. Improvements and Alterations. All improvements, demolition, or alterations to the Properties shall be in accordance with plans and specifications approved in writing by the City in advance and shall be at the sole cost and expense of the selected Proposer.

25. Maintenance. The Property is offered to be leased "as is" and all maintenance and repairs shall be the responsibility of the selected Proposer throughout the entire term of the Lease without expense to the City. The selected Proposer shall maintain the Property and all improvements thereon in a clean, safe and well-maintained condition throughout the term of the Lease, to the satisfaction of the City, and in compliance with all applicable laws. The selected Proposer, at its sole cost and expense, shall be responsible for the maintenance and Property for the entire term of the Lease.



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26. Ownership of Improvements. All improvements, except trade fixtures, installed on the Property during the term of the Lease shall become the Property of the City, at the City's option, upon termination or expiration of the Lease. If the City elects, all improvements shall be removed from the Property at the termination or expiration of the Lease, at the selected Proposer's sole cost and expense. The selected Proposer must remove all trade fixtures and personal property upon termination or expiration without cost to the City or damage to the Property.

27. Hours of Operation. A regular schedule of days and hours of operation shall be established by the selected Proposer to best serve the public. Lessee will submit ninety (90) days prior to the end of each calendar year a schedule of any events, promotions, fundraisers, and/or tournaments, to be held on the Property. All schedules shall be subject to approval by the City.

E. RESPONSIBILITIES OF PROPOSERS.

1. Each Proposer is responsible for making all investigations and examinations necessary for formulating proposals and developing and operating the Property. Submission of a Proposal will be considered evidence that Proposers have familiarized themselves with the nature and extent of the requirements.
2. Each Proposer shall complete the Lessee's and Sublessee's Questionnaire and Credit Information Request forms in their entirety (see attached Exhibit "G" and Exhibit "H").
3. The selected Proposer shall be responsible for obtaining all necessary approvals and permits to the satisfaction of the City.
4. Proposers may withdraw their proposals at any time prior to the selection of a Proposer, upon written notice to the City's Real Estate Assets Department.

F. PROPOSAL CONTENTS. All proposals must include as a minimum the information specified below. Failure to include the information shall be deemed a proposal non-responsive and result in its complete rejection. The inclusion of additional information that will assist the City in the evaluation is encouraged. The adequacy, depth and clarity of the proposal will influence, to a considerable degree, its evaluation, as further stated in Section J herein. The proposal submitted must be complete, and evaluation and selection of proposals shall be strictly based on the material contained in the proposals alone. Proposers are advised to submit thorough, complete proposals, since there will be no auction or competitive negotiation, and the City reserves the right to select based solely on the information contained in submitted proposals. The City will not be responsible for any costs incurred by Proposers in the preparation and submission of proposals. All materials submitted to the City become the Property of the City and may not be returned.

Each proposal **MUST** include the following items:



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1. Identification. The complete identity, including social security number, address, daytime phone number, and current employment of the Proposer; or the name of the organization, the organization's Federal Tax ID number and the names and addresses of the principals who will be responsible for the operation of the business and their position in the firm. If the business is a privately held corporation, a listing of all stockholders, their interest in the company as related to percentage of ownership, and their interest, if any, in the operations of the entity must be included.

2. Summary of Experience. A resume or summary of the Proposer's experience, which must include a minimum of three (3) years in the past five (5) years developing, managing and/or operating an establishment in the nature of that contained in the proposal. The names and contact information from a minimum of three (3) references who have had experience with Proposer during the past five (5) years. If the Proposer is not going to be involved in the day-to-day operations of the Properties, then the Proposer must include qualifications and verification that all persons to be employed in management capacity at the Properties are qualified sufficiently to satisfy the requirements of this RFP.

3. Financial Statements. Current financial statements audited or prepared by a Certified Public Accountant, or tax returns for the preceding three years are required. Each Proposer shall submit a full and detailed statement of their true financial condition as of April 1, 2023, or as recent as possible if that date is not available. The statement shall include the Proposer's assets, liabilities and net worth, including the availability of operation capital and its source. If the Proposer plans to use borrowed capital, then the amount of borrowed capital proposed for the improvements and operation of the Properties, and its source and terms of repayment, must be included in the financial statement.

4. Development/Operating Plan. The proposal must include a Development/Operating Plan, as detailed in Section C of this RFP.

5. Proposed Term. Proposed term of the Lease and the justification therefore in terms of the amount of investment.

6. Rental Offer. Rent to be offered as a guaranteed annual minimum rent and percentage rents by category to the City through the term of the Lease.

G. NONCONFORMING PROPOSALS. Proposers requesting deviations from the provisions of this RFP should specifically address the requested changes in their proposals. The City is not obligated to accept any proposal, whether conforming or nonconforming.

H. PRE-PROPOSAL INSPECTION. To give prospective Proposers an opportunity to view the site and conditions thereon, a pre-proposal inspection of the Property will be scheduled. It is strongly suggested that all Proposers attend this inspection. While attendance is not mandatory, it is the sole responsibility



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of the Proposer to become familiar with the scope of the City's requirements prior to submitting a proposal.

Date of Pre-Proposal Inspection:

Friday, September 27, 2024, Time: 10:00 am to Noon. Oak Port Field.

Place: Oak Port Field – 5885 Oak Port Road, Oakland.

Contact: Please contact Quincy Williams at QWilliams@Oaklandca.gov or (510) 424-3371 if you have questions.

I. PROPOSAL SUBMISSION.

1. Due Date: Proposals must be submitted electronically at QWilliams@Oaklandca.gov no later than 4:00 p.m. on Monday October 21, 2024. Proposals received after that time will not be considered.

2. Place of Delivery: Electronic submittal is required. QWilliams@Oaklandca.gov.

3. Additional Information: All materials submitted by Proposers become the Properties of the City and may not be returned, with the exception of financial information as stated below. Financial documents, if clearly labeled “Financial Material/Confidential” and upon request, will be removed from each proposal and returned to the Proposer upon completion of the City's review.

5. Contact Person: Assistant Capital Improvement Projects Coordinator Quincy Williams is point of contact. He can be reached at QWilliams@Oaklandca.gov. Phone – (510) 424-3371 between 9:00 a.m. and 5:00 p.m., Monday through Friday.

J. PROPOSAL EVALUATION AND SELECTION. The City reserves the right to award this RFP and the prospect of the Lease to the proposal that will provide the best value to the City given the requirements of this RFP. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals at any time, including any proposals that have been scored or been the subject of oral interviews. The City also reserves the right to waive minor irregularities or variations to the specifications stated herein and in the bidding process.

Proposals shall be evaluated in a two-step process by an evaluation committee of qualified City staff, and if necessary other persons selected by the City.

In Step One, the committee will evaluate all responsive proposals based upon the information and materials contained in the proposals as submitted. The committee will then evaluate and score all responsive proposals, based on the evaluation criteria indicated below. The highest-scored proposals shall then be deemed finalists; if necessary, the City reserves the right to expand the number of finalists



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Oakland Parks and Recreation and Youth Development

250 Frank H. Ogawa Plaza #3330

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parksandrec@oaklandca.gov

TDD (510) 615-5883

in the event of ties. If less than three (3) responsive proposals are received, the committee will give further consideration to all responsive proposals received.

In Step Two, if after review of proposals, the committee is satisfied that the top proposal is sufficient for recommendation, that Proposer will be recommended to the City Council for award. The recommended Proposer may then be required to appear before the City Council for award of the Lease. Selection of the proposal to be recommended to the City Council for award of the Lease will be based on the evaluation criteria listed below:

- 1. Responsiveness (Maximum 25 points):** The extent to which a proposal clearly addresses the elements of this RFP, including: the overall quality, attractiveness, and thoroughness of the proposal; a complete and detailed explanation of how the Proposer will meet the minimum requirements of the RFP; and understanding the needs, goals and objectives of the City, the Deed, the Agreement, while providing the highest and best use of the Properties.
- 2. Attractiveness of Rental Offer and Financial Projections (Maximum 20 points):** The City will give consideration to the amount of rent offered by the Proposer and the overall financial benefit of the proposal to the City. The proposal must provide a detailed break-even analysis setting forth the point at which the Proposer will generate enough income to cover its expenses and begin generating an income. The proposal will be reviewed based on the attractiveness of and demonstrated ability to achieve the revenue projections for the proposed term of the Lease and the likelihood of exceeding the breakeven point.
- 3. Professional Experience and Qualifications (Maximum 20 points):** The extent to which a Proposer demonstrates, among other things, the following: experience in successfully managing an operation of the type contemplated in this RFP and the proposal; understanding of public safety with respect to the Properties and ability to implement the components of the proposal. The Proposer should have at a minimum three (3) years experience in the past five (5) years developing, managing and/or operating an establishment in the nature of that contained in the proposal.
- 4. Financial Capability (Maximum 25 points):** The extent to which a Proposer demonstrates, among other things, the following: the necessary financial capability and strength to successfully develop and operate the Properties in accordance with the proposal and the Lease, including the possibility of obtaining bonding; ability to adequately staff the proposed operation on the Properties; and possession of, or ability to obtain, additional financing to address unexpected or emergency circumstances at the Properties.
- 5. Community/Public Service (Maximum 10 points):** The proposal will be evaluated based on the Proposer's overall ability to best serve the needs of the public by providing the most benefits which are accessible to all community members and the general public as articulated in the RFP.



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6. Collaboration (Maximum 20 points): If proposer provides documentation that it will collaborate/partner with an organization that serves City of Oakland residents in underserved, economically depressed areas.

Total Points: 120

K. ADDITIONAL INFORMATION FROM PROPOSERS. Proposers shall include a response to the following in their proposal(s): Has the Proposer received a negative performance evaluation (i.e., where the entity with whom the Proposer has a contract (the “contracting entity”) notes that Proposer’s performance is below the standards set forth in a contract or commercially acceptable standards), a cure notice, show cause notice, suspension of progress payments, or letters of direction (hereinafter collectively referred to as a “Contract Deficiency”) on an agreement for developing, managing and/or operating an establishment in the nature of that contained in the proposal in the last five (5) years? Yes/No: _____. If “no,” no further response is required. If “yes,” Proposer shall in its proposal provide response to the following:

For each such Contract Deficiency during the last five (5) years, provide the name of the contracting entity, the contracting entity’s contractor administrator, the contract administrator’s entity’s telephone number and address, a description of the Contract Deficiency, the time period at issue (i.e., the term of the contract, and each date in which a contract deficiency occurred and resolved, and how Proposer and contracting entity resolved each Contract Deficiency (i.e., what steps or measures were taken by Proposer to address or correct the negative performance evaluation, notice, or action, and whether the Contract Deficiency resulted in termination in whole or in part of the subject contract.

In addition, the City reserves the right to request information from Proposers beyond that specified in this RFP. As stated above, Proposers may be requested to physically appear before an evaluation committee but will not be obligated to do so.

L. INCURRED COSTS. The City will not be responsible for any costs, expense or burden incurred by Proposers in the preparation and submission of proposals.

M. REVIEW OF PROPOSALS BY THE GENERAL PUBLIC. All proposals and all contents thereof received shall be considered confidential until the City’s OPYRD recommends a proposal to the City Council, at which time all proposals and all contents thereof shall become public information and available to the public for review. Notwithstanding the foregoing, all financial statement portions of all proposals, if clearly marked “Financial Material/Confidential” by Proposer, shall be permanently considered confidential and, therefore, not available for public review.

N. CITY RIGHT TO REJECT. Notwithstanding any other provision of this RFP, the City reserves the right to reject all offers and proposals regarding this RFP and the Properties, including those submitted by the Proposers who have any outstanding debt with the City.



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O. QUALIFICATION OF PROPOSAL. THIS IS NOT A BID SOLICITATION AND THE CITY IS NOT OBLIGATED TO ACCEPT ANY PROPOSAL OR TO NEGOTIATE WITH ANY PROPOSER. THE CITY COUNCIL RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS WITHOUT CAUSE OR LIABILITY. ALL TRANSACTIONS DISCUSSED, REFERENCED, OR IMPLIED HEREIN ARE SUBJECT TO FINAL APPROVAL BY THE CITY COUNCIL.

P. NON-DISCRIMINATION NOTICE. It is the policy of the City not to discriminate against the disabled in employment or provision of services. The information contained in this RFP will be made available in alternative formats to disabled persons upon request. It is the policy of the City to encourage equal opportunity in its contracts and leases. The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth.

Q. COMPLIANCE WITH CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAM. Proposer understands that failure to comply with the following requirements and/or submitting false information in response to these requirements shall result in rejection of the proposal by the City and may result in debarment of the Proposer from participating in City contracts for a period of not less than one (1) year:

1. Equal Opportunity Contracting. Proposer acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (Oakland Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk. Proposer and all of its subcontractors are individually responsible to abide by its contents. Proposer shall insert the foregoing provisions in all subcontracts for any work covered by the proposal so that such provisions will be binding upon each subcontractor. Proposer agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program staff. Proposer shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Proposer will not discriminate against any employee or applicant for employment on any basis prohibited by law. Proposer shall submit a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan, as required by Section 22.2705 of the Oakland Municipal Code, which sets forth the actions that Proposer will take to achieve the City's commitment to equal employment opportunities. A copy of the Work Force Report is attached as Exhibit "E".

2. Equal Benefits. Proposer shall comply with Oakland Municipal Code sections 22.4301-22.4308, which require lessees of City-owned Properties to offer the same employment benefits to employees with spouses and employees with domestic partners. Proposer shall certify that it will maintain such equal benefits throughout the term of the Lease and shall submit a current Equal Benefits Ordinance Certification of Compliance (see attached Exhibit "I").



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3. Local Business and Employment. Proposer acknowledges that the City seeks to promote employment and business opportunities for local residents and firms in all City contracts. Proposer shall, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with the proposal from local residents and firms as opportunities occur. Proposer shall hire qualified local residents and firms whenever feasible.

R. RETURN OF FAITHFUL PERFORMANCE DEPOSIT. All good faith deposits will be returned to unsuccessful Proposer(s) within thirty (30) days of final City Council approval of the selected Proposer. For the selected Proposer, the deposit will be applied to the Lease deposit upon completion of negotiations and execution of the Lease between the selected Proposer and the City. Should the selected Proposer unilaterally withdraw from Lease negotiations, the deposit shall be forfeited to the City.

S. ASBESTOS DISCLOSURE. Portions of certain structures on the Properties may contain asbestos. By virtue of its submission of a proposal, Proposer acknowledges having received notice from City of the presence of such asbestos in accordance with Health and Safety Code Section 25915. Proposer shall indemnify and hold City harmless from any loss or claim which may result from existence of asbestos on the Properties.

T. REAL ESTATE BROKER'S COMMISSION. The City will not pay a brokerage commission in this RFP.

U. SCHEDULE OF EXHIBITS.

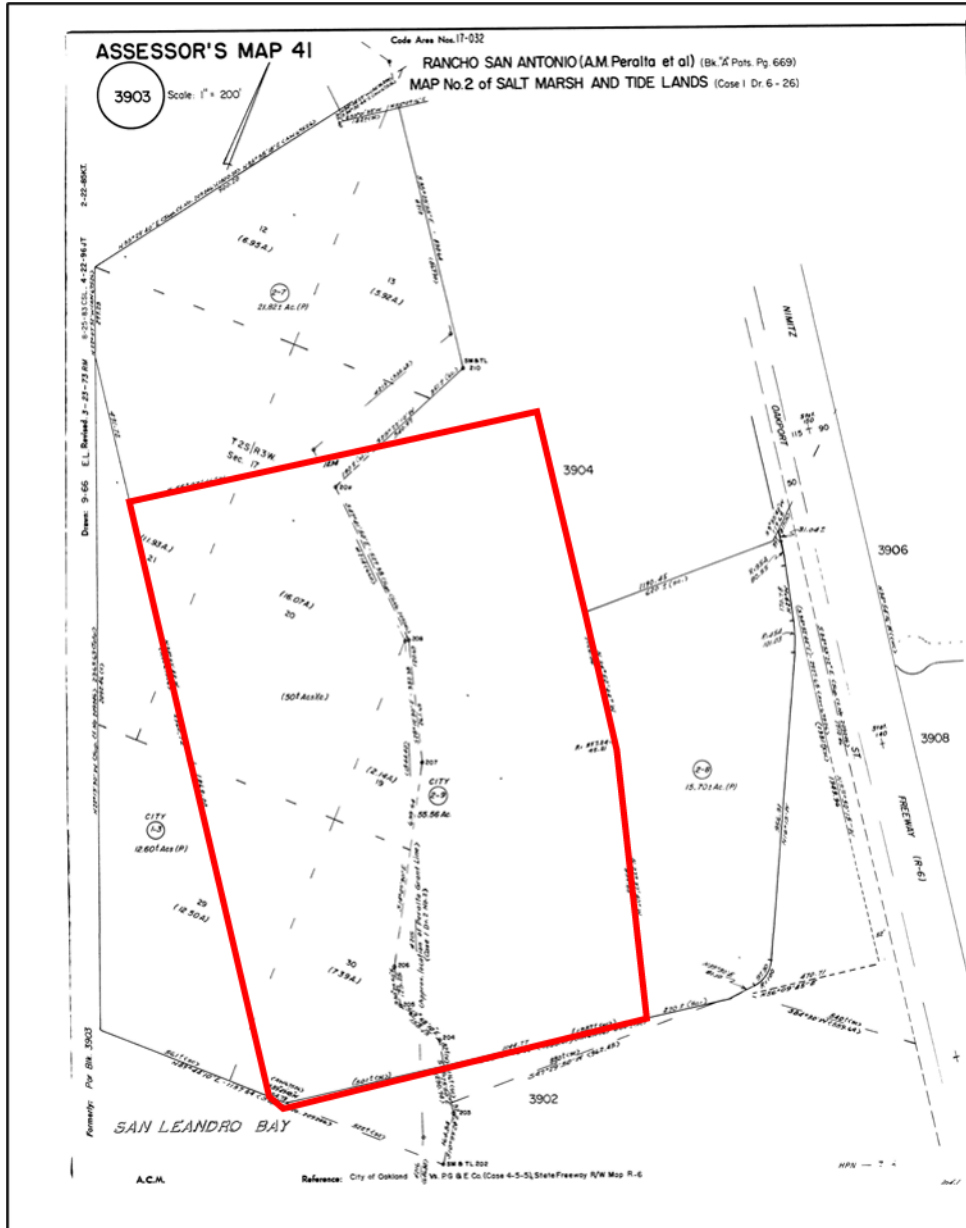
1. Exhibit "A" – Parcel Map
2. Exhibit "B" – Grant Deed & Ordinance 10325
3. Exhibit "C" – Permit and Amendment to Permit with East Bay Regional Park District
4. Exhibit "D" – Site Plan
5. Exhibit "E" – Annual Report
6. Exhibit "F" – Schedule Q
7. Exhibit "G" – Lessee's and Sublessee's Questionnaire
8. Exhibit "H" – Credit Information Request
9. Exhibit "I" – Equal Benefits Ordinance Certification of Compliance



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**EXHIBIT A
PROPERTY PARCEL MAP**



 Property



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EXHIBIT B

GRANT DEED & LICENSE AGREEMENT WITH EAST BAY REGIONAL PARK DISTRICT

When Recorded Mail To
Real Estate Division
City of Oakland
City Hall, Room 409
1421 Washington Street
Oakland, CA 94612

65-051266
60

DEED

A.P.#41-3903-2-5 (Portion) R.E.D. File #3234.2B - 81512

THIS INDENTURE, made this 8th day of MARCH, 1983, between EAST BAY MUNICIPAL UTILITY DISTRICT, a public corporation of the State of California, hereinafter called Grantor, and CITY OF OAKLAND, a municipal corporation of the State of California, hereinafter called Grantee,

WITNESSETH:

THAT Grantor, for a good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby grant, bargain and sell, convey and confirm to Grantee, and to Grantee's successors and assigns, subject to the terms, covenants, and conditions hereinafter contained, all that certain real property situated in the City of Oakland, County of Alameda, State of California, described as follows:

Commencing at the point of intersection of the northwestern line of 50th Avenue, formerly Bay Avenue, with the southwestern line of Nimitz Freeway, formerly known as the Eastshore Freeway, designated as "State of California, Department of Public Works Survey through the City of Oakland, Road IV-Ala-69-Oak," as described in Deed from Pacific Gas and Electric Company, a corporation, to State of California, recorded July 17, 1943, Book 4391 OR, page 231; thence along the southwestern line of said State Freeway, south 34° 52' 44" east, 408.30 feet until intersected by the direct production northeasterly of the southeastern line of that certain parcel of land described in Deed from City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, to Pacific Gas and Electric Company, a corporation, recorded April 5, 1955, Book 7521 OR, page 111; thence along said line so produced, south 55° 07' 16" west, 52.00 feet; thence along a line parallel with said State Freeway and distant 52.00 feet southwesterly therefrom, measured at a right angle therefrom south 34° 52' 44" east 1027.50 feet; thence south 55° 07' 16" west 635.00 feet to the True Point of Beginning of this description; thence south 55° 07' 16" west 1298.00 feet; thence south 34° 52' 44" east 1869.00 feet; thence north 89° 49' 48" east 54.73 feet; thence north 55° 07' 16" east 1144.77 feet; thence north 27° 37' 40" west 834.88 feet; thence on the arc of a tangent curve to the left with a radius of 357.24 feet, a distance of 45.21 feet; thence north 34° 52' 44" west 1026.86 feet to the Point of Beginning.

Together with a perpetual nonexclusive easement appurtenant to and for the benefit of the above described parcel of real property for utilities and a roadway for pedestrian and vehicle use, which easement is described as follows:

City of Oakland Tax None

DOCUMENTARY TRANSFER TAX with consideration
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING THEREON AT TIME OF SALE.

-1- S.P. Bushnell
Signature of de. grant or agent determining tax-free sale

CITY OF Oakland Unincorporated

RECORDER'S MARK: Legibility for identification best computer
 RECORDED IN A PORTION OF THIS DOCUMENT WHEN RECEIVED.



CITY OF OAKLAND

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TDD (510) 615-5883

8-051266

An easement, 50 feet in width from and having its northwesterly line described as N 55° 07' 16" E from the True Point of Beginning of the above described parcel of real property and extending approximately 635 feet to the west line of Oakport Street, which street also for purposes of this description, is the parcel described in the document recorded in the Official Records of Alameda County on April 28, 1964 on Reel 1188, Image 615.

81
10

This Conveyance is made by Grantor subject to the following covenants and conditions and Grantee agrees with Grantor as follows:

1. It is understood and agreed by the parties that if the real property conveyed by this deed is not developed and used by Grantee for public, nonprofit sports and recreation purposes within five (5) years after the date of this conveyance, then Grantor shall have the right, at Grantor's option, to repurchase said real property from Grantee for the sum of \$875,000 plus the actual cost of any improvements which Grantee may have made upon or to said real property.
2. It is further understood and agreed that if at any time within five (5) years after the date of this conveyance Grantor has developed but ceases to use the real property conveyed by this Deed for public, nonprofit sports and recreation purposes, or determines to sell said real property, then Grantor shall have the right, at Grantor's option, to repurchase said real property from Grantee for the sum of \$875,000 plus the actual cost of any improvements which Grantee may have made upon or to said real property.
3. Grantor is the owner of land adjacent to the real property conveyed by this Deed and may construct thereon facilities for the collection, storage, treatment, and disposition of sewage. In the event of such construction by Grantor, Grantee agrees to convey rights-of-way to Grantor, at no charge, for any underground pipeline or pipelines reasonably required by Grantor within the real property herein conveyed. Grantor shall be responsible for any property damage caused by pipeline construction and, at its option, shall either repair or pay for the repair of such damage.
4. The real property conveyed by this Deed is subject to the rights of East Bay Regional Park District as established in the unrecorded license agreement between Grantor and said Park District dated April 12, 1977 and amended on August 1, 1978. Said license agreement and amendment are marked "Exhibit A" and are attached hereto. Grantee shall be Grantor's successor in interest to said license agreement, as amended, as to any portion of the herein conveyed real property in which said Park District holds any rights.
5. This conveyance is made subject to all existing liens, encumbrances, conditions and restrictions affecting the real property herein conveyed, in addition to the license referred to in Section 4 above.

RECORDED at REQUEST OF
Western Title Ins. Co.
At 10:30 AM.

MAR 30 1983

OFFICIAL RECORDS OF
ALAMEDA COUNTY CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

-2-

DH



CITY OF OAKLAND

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E-051266

IN WITNESS WHEREOF, Grantor has executed this indenture the day and year first above written.

EAST BAY MUNICIPAL UTILITY DISTRICT

BY *Alan F. ...* ^{Roll}
Manager of Administration

BY *Lucia E. ...*
Secretary

Approved as to Form and Legality

Richard R. ...
City Attorney

As authorized by Ordinance No. 13025 C.M.S., passed by the City Council

CITY OF OAKLAND

BY *Kay Quong*

Title *Asst to the City Mgr*
KAY QUONG

BY Assistant to the City Manager

Title _____

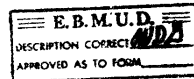
ATTEST

BY *Arnell ...*

Title City Clerk

7BB4

-3-



CITY OF OAKLAND



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83-051266


STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

On this 15 day of March, 1983, before me Marie C. Plumb, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared John V. Fashing, known to me to be the Manager of Administration, and Paula E. Malcom, known to me to be the Secretary of East Bay Municipal Utility District, and known to me to be the persons who executed the within and foregoing instrument on behalf of said public corporation, and acknowledged to me that such public corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the County and State aforesaid, the day and year in this certificate first above written.

B-20a 9/82

Marie C. Plumb
NOTARY PUBLIC in and for said County
of Alameda, State of California




OFFICIAL SEAL
MARIE C. PLUMB
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires May 23, 1988

83-051266

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } ss.

On March 15, 1983 before me, the undersigned, a Notary Public in and for said County and State personally appeared KAY QUONG, known to me to be the Assistant to the City Manager of the City of Oakland, the municipal corporation that executed the foregoing instrument, and known to me to be the person who executed said instrument on behalf of the City of Oakland, the municipal corporation therein named, and acknowledged to me that such municipal corporation executed the same, and that she executed said instrument as Assistant to the City Manager of said municipal corporation and on behalf thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official seal the day and year first above written.



OFFICIAL SEAL
LUCY P. OLIVER
NOTARY PUBLIC - CALIFORNIA
COUNTY OF ALAMEDA
My Commission Expires July 23, 1984

Lucy P. Oliver LUCY P. OLIVER
Notary Public, in and for the County of Alameda, State of California



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0-651266

APPROVED AS TO FORM AND LEGALITY

INTRODUCED BY COUNCILMAN _____

Thomas P. Salley
CITY ATTORNEY

ORDINANCE No. 10325 C. M. S.

ORDINANCE AUTHORIZING ACQUISITION OF REAL PROPERTY LOCATED WEST OF OAKPORT STREET AND NORTH OF 66TH AVENUE, NEEDED FOR THE EAST OAKLAND REGIONAL SPORTS CENTER, FOR A SUM NOT TO EXCEED \$878,000.

The Council of the City of Oakland does ordain as follows:

SECTION 1. The acquisition of fee title to certain real property for parks and recreation purposes located on the west side of Oakport Street and north of 66th Avenue, needed for the East Oakland Regional Sports Center for a sum not to exceed \$878,000 is hereby authorized and approved. Said property is situate in the City of Oakland, County of Alameda, State of California, and more particularly described as follows:

Commencing at the point of intersection of the northwestern line of 50th Avenue, formerly Bay Avenue, with the southwestern line of Nimitz Freeway, formerly known as the Eastshore Freeway, designated as "State of California, Department of Public Works Survey through the City of Oakland, Road IV-Ala-69-Oak," described in Deed from Pacific Gas and Electric Company, a corporation, to State of California, recorded July 17, 1943, Book 4391 OR, page 231; thence along the southwestern line of said State Freeway, south 34° 52'44" east, 408.30 feet until intersected by the direct production northeasterly of the southeastern line of that certain parcel of land described in Deed from City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, to Pacific Gas and Electric Company, a corporation, recorded April 5, 1955, Book 7621 OR, page 111; thence along said line so produced, south 55°07'16" west, 52.00 feet; thence along a line parallel with said State Freeway and distant 52.00 feet southwesterly therefrom, measured at a right angle therefrom, south 34°52'44" east 1027.50 feet; thence south 55°07'16" west 635.00 feet to the True Point of Beginning of this description; thence south 55°07'16" west 1298.00 feet; thence south 34°52'44" east 1869.00 feet; thence north 89°49'48" east 54.73 feet; thence north 55°07'16" east 1144.77 feet; thence north 27°37'40" west 834.88 feet; thence on the arc of a tangent curve to the left with a radius of 357.24 feet, a distance of 45.21 feet; thence north 34°52'44" west 1026.86 feet to the Point of Beginning.

800-242-1 (8/81)



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67-051266

Together with a perpetual, non-exclusive easement appurtenant to and for the benefit of the above described parcel of real property for utilities and a roadway for pedestrian and vehicle use, which easement is described as follows:

An easement, 50 feet in width from and having its northwesterly line described as N55°07'16"E from the True point of Beginning of the above described parcel of real property and extending approximately 635 feet to the west line of Oakport Street, which street also for purposes of this description, is the parcel described in the document recorded in the Official Records of Alameda County on April 28, 1964 on Reel 1188, Image 115.

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21

SECTION 2. A condition of the conveyance is that the City must develop the property for public, non-profit sports and recreation purposes within five years or the East Bay Municipal Utility District shall have the option to repurchase said real property for the sum of \$875,000 plus the actual cost of any improvements which the City may have made to said property.

SECTION 3. A further condition is that if the City does develop the property for public, non-profit sports and recreation purposes within the five years but then ceases to use the real property for this purpose or determines to sell such real property within the first five years, then the East Bay Municipal Utility District shall have the option to repurchase said real property for the sum of \$875,000 plus the actual cost of any improvements which the City has made to the property.

SECTION 4. The Supervising Real Estate Agent is hereby authorized and directed to complete said transaction.

I certify that the foregoing is a full, true and correct copy of a Ordinance passed by the City Council of the City of Oakland, California, on

March 8, 1983

ARRECE JAMESON
City Clerk

Per Mary Bunnough Deputy



CITY OF OAKLAND

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Approved as to Form & Legality 8-051266

[Signature]
General Counsel

RESOLUTION NO. 30,498

AUTHORIZING SALE OF SURPLUS DISTRICT LAND TO CITY OF OAKLAND

Introduced by Director Simmons ; Seconded by Director McLean

WHEREAS the CITY OF OAKLAND has offered to purchase for the sum of \$875,000 approximately 55.56 acres of the District's Oakport property, more particularly described in Exhibit "A" hereto, together with an appurtenant easement for road access; and

WHEREAS said real property is not required in the operation of the District and is declared to be surplus land by the District; and it is to the advantage, benefit, and best interest of the District that said offer to purchase be accepted;

NOW, THEREFORE, BE IT RESOLVED that upon receipt of the sum of \$875,000 the Manager of Administration and the Secretary are hereby authorized and directed to execute and deliver a deed, in a form approved by the General Counsel, conveying to the CITY OF OAKLAND said real property described in Exhibit "A".

[Signature]
President

ATTEST:

[Signature]
Secretary

2-8-83

ADOPTED BY THE FOLLOWING VOTE:

AYES: Directors Burke, Hill, Kofman, McLean, Simmons, Warren and President Skaggs.
NOES: None.
ABSENT: None.

CERTIFIED A TRUE COPY
[Signature]
Secretary
East Bay Municipal Utility District

1394



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EXHIBIT "A"

All that certain real property situated in the City of Oakland, County of Alameda, State of California, described as follows:

Commencing at the point of intersection of the northwestern line of 50th Avenue, formerly Bay Avenue, with the southwestern line of Nimitz Freeway, formerly known as the Eastshore Freeway, designated as "State of California, Department of Public Works Survey through the City of Oakland, Road IV-Ala-69-Oak," as described in Deed from Pacific Gas and Electric Company, a corporation, to State of California, recorded July 17, 1943, Book 4391 OR, page 231; thence along the southwestern line of said State Freeway, south 34° 52' 44" east, 408.30 feet until intersected by the direct production northeasterly of the southeastern line of that certain parcel of land described in Deed from City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, to Pacific Gas and Electric Company, a corporation, recorded April 5, 1955, Book 7621 OR, page 111; thence along said line so produced, south 55° 07' 16" west, 52.00 feet; thence along a line parallel with said State Freeway and distant 52.00 feet southwesterly therefrom, measured at a right angle therefrom South 34° 52' 44" east 1027.50 feet; thence south 55° 07' 16" west 635.00 feet to the True Point of Beginning of this description; thence south 55° 07' 16" west 1298.00 feet; thence south 34° 52' 44" east 1869.00 feet; thence north 85° 49' 48" east 54.73 feet; thence north 55° 07' 16" east 1144.77 feet; thence north 27° 37' 40" west 834.88 feet; thence on the arc of a tangent curve to the left with a radius of 357.24 feet, a distance of 45.21 feet; thence north 34° 52' 44" west 1026.86 feet to the Point of Beginning.

Together with a perpetual nonexclusive easement appurtenant to and for the benefit of the above described parcel of real property for utilities and a roadway for pedestrian and vehicle use, which easement is described as follows:

An easement, 50 feet in width from and having its northwesterly line described as N 55° 07' 16" E from the True Point of Beginning of the above described parcel of real property and extending approximately 635 feet to the west line of Oakport Street, which street also for purposes of this description, is the parcel described in the document recorded in the Official Records of Alameda County on April 28, 1964 on Reel 1188, Image 515.

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TDD (510) 615-5883

87-051266

THIS IS TO CERTIFY, that the interest in real property
conveyed by deed or grant deed dated March 8, 1983
from East Bay Municipal Utility District
to the City of Oakland, a municipal corporation, is hereby accepted
by order of the City Council by Resolution No. 36359 C.M.S. adopted
September 12, 1957, and recorded in Book 8468, at page 215, in the
Official Records of the Recorder of Alameda County, State of Calif-
ornia, and the grantee consents to recordation thereof by its duly
authorized officer.

DATED: March 29, 1983

By *Ronald L. Hundert*
Deputy Director
Engineering & Design Services

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RED File #3234.2C



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EXHIBIT C
PERMIT AND AMENDMENT TO PERMIT WITH EAST BAY REGIONAL PARK DISTRICT

EXHIBIT
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AMENDMENT TO AGREEMENT

6-051266

THIS AMENDMENT TO AGREEMENT entered into as of August 1, 1978, between East Bay Municipal Utility District ("EBMUD") and East Bay Regional Park District ("EBRPD"), as follows:

RECITALS

The parties hereto entered into an agreement captioned "License" dated April 12, 1977, granting to EBRPD the right to use and occupy 64.34 acres of land belonging to EBMUD at San Leandro Bay, in the City of Oakland, California, for the construction, use and operation of a water-oriented public park and recreational area, a natural history, ecological and open space preserve and study area, a trail for bicycle and pedestrian shoreline access by the public, and for vehicular parking within the boundaries of that certain real property situated in the County of Alameda, State of California, all as depicted on the drawing marked "Exhibit 1," attached and made a part of the Agreement, for a term of 25 years. However, it has been determined that EBRPD would not qualify for the use of certain State grant funds if the Agreement were a revocable license. The parties desire to clarify that issue by amending the nomenclature used in the Agreement to avoid any legal implication that it was or is their intent that the Agreement be subject to revocation or termination solely by reason of being a revocable license, rather than by reason of the express substantive provisions contained therein.

NOW, THEREFORE, the parties agree that the words "License," "Licensor" and "Licensee," are hereby deleted from the Agreement and the words "Permit," "Permitor" and "Permittee," respectively, are hereby substituted in lieu thereof.

Executed at Oakland, California, as of the date and year first above written.

<p>EAST BAY MUNICIPAL UTILITY DISTRICT (Permitor)</p> <p><i>[Signature]</i> Leroy Jorgensen, Asst. Gen. Mgr. By <i>[Signature]</i> John H. Plumb, Secretary of District Pursuant to Resolution No. 28541 adopted August 8, 1978</p>	<p>EAST BAY REGIONAL PARK DISTRICT (Permittee)</p> <p><i>[Signature]</i> By <i>[Signature]</i> Pursuant to Resolution No. 1978-8-172 adopted August 1, 1978</p>
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LICENSE
(NOT TO BE RECORDED)

THIS AGREEMENT, made and entered into this *12th* day of *April*, 1977, by and between EAST BAY MUNICIPAL UTILITY DISTRICT, a public corporation organized and existing under the laws of the State of California, hereinafter called Licensor, and EAST BAY REGIONAL PARK DISTRICT, a special district organized and existing under the laws of the State of California, hereinafter called Licensee,

W I T N E S S E T H

THAT LICENSOR, for a good and valuable consideration and in further consideration of the faithful performance and observance by Licensee of all the covenants and agreements herein contained, does hereby give, subject to all of the terms and conditions hereof, to Licensee a license for the construction, use and operation of a water-oriented public park and recreational area, a natural history, ecological and open space preserve and study area, a trail for bicycle and pedestrian shoreline access by the public, and for vehicular parking within the boundaries of that certain real property situated in the County of Alameda, State of California, all as depicted on the drawing marked "Exhibit I", attached hereto and made a part hereof.

THE LICENSE above mentioned is granted by Licensor and accepted by Licensee upon the following terms and conditions and Licensee does hereby covenant with Licensor as follows:

1. Licensee hereby acknowledges the title of Licensor in and to said real property and agrees never to assail or to resist said title.
2. Unless suspended or partially revoked as hereinafter set forth, this license shall terminate twenty five (25) years from the date hereof. By mutual consent of the parties hereto, it may be extended for an additional twenty five (25) year term.
3. The parties hereto acknowledge the Licensor's responsibilities for the interception and treatment of municipal sewage and recognize the Licensor's intent to construct a facility for such purposes on its property immediately adjacent to the property which is the subject of this license. In connection with such construction, Licensor shall have the right temporarily to suspend or limit the use of the licensed area by Licensee and the general public during such periods of time as Licensor determines that such suspension or limitation is necessary in the interests of public safety or to permit Licensor's construction to take place in an economical and orderly manner. In connection with the construction of such facility Licensor shall have the right to install underground or underwater pipelines or other structures within the licensed property. Should such suspension or limitation of the license or use of the licensed property be necessary, Licensor shall provide licensee thirty (30) days previous notice in writing. Upon completion of any work by Licensor within the licensed property, Licensor shall restore the ground surface as nearly as possible to its pre-existing grade but Licensor shall not be liable for the restoration of any facilities or improvements installed by Licensee including, but not limited to, paving, landscaping, trails or drainage structures.



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4. In the event Licensor's responsibilities reasonably require some permanent use of a segment or segments of the real property which, by the nature thereof, precludes Licensee's use thereof, Licensor may, upon six months prior notice, revoke this license as to the area reasonably required for such permanent use. Licensor shall supply Licensee with a map or drawing identifying the area(s) as to which this license is so revoked.

5. Upon completion of any of its works hereunder, Licensee shall maintain said real property in a clean and presentable condition, free from waste, and if Licensee fails so to keep said real property then, after 30 days prior written notice specifying the needed work, Licensor may perform the necessary work at the reasonable expense of Licensee, which expense Licensee agrees to pay to Licensor upon demand.

6. To the extent it may legally do so, Licensee agrees to indemnify and save harmless Licensor from and against any and all loss, damage, liability, expense, claims or demands of whatever character, direct or consequential, including injuries to agents or employees of Licensor and Licensee, directly or indirectly contributed to or caused by Licensee's use of Licensor's property.

7. Licensee hereby agrees to, and shall obtain the insurance described below to indemnify and save harmless Licensor from and against any and all loss damage, liability, expense, attorney fees, claims and demands of whatever character, direct or consequential, including injuries to agents or employees of Licensor or Licensee or to third persons, and damage to property belonging to or in the custody of Licensor or of third persons either upon said property or elsewhere, directly or indirectly contributed to or caused by any of the operations of Licensee on or through the said property, excepting therefrom loss, damage, liability, expense, attorneys' fees, claims and demands resulting from the negligence of Licensor.

Employer's Liability Insurance. Promptly after execution of this license, Licensee at its expense shall take out and maintain during the life of this license Workmen's Compensation insurance and Employers Liability insurance for all of its employees, all in strict compliance with State laws.

Public Liability Insurance. Promptly after execution of this license, Licensee at its expense shall take out and maintain during the life of this license such Public Liability insurance as shall protect Licensee and Licensor as named insured from claims which may arise in connection with operations under this license, whether such operations are performed by Licensee, by Licensor, or by any sublicensee or concessionaire of Licensee, or any person employed by Licensor or Licensee or performing operations for them. Said liability insurance shall include, but shall not be limited to protection against claims arising from bodily and personal injury and damage to property resulting from all operations under this license, use of owned aircraft, if any, and use of non-owned aircraft, automobiles, watercraft, products and completed operations. Said policy or policies shall cover as primary insurance and shall be endorsed to provide that other insurance maintained by Licensor shall not be called on to contribute to a loss covered by said policy or policies, and that Licensor will be notified at least thirty (30) days prior to any proposed cancellation or change in any of said policies.

The amounts of insurance so provided by Licensee shall not be less than the following:

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Single limit coverage applying to bodily and personal injury liability and property damage or a combination \$2,000,000.00

In order to effect the required coverage, the policy or policies must contain the following additional endorsements:

- a. Wherever the word "accident" appears in the policy or endorsement it shall be changed to "occurrence;"
- b. Definition of "bodily injuries" shall be expanded to include mental injury and Personal Injury Endorsement (including Invasion of Rights of Privacy) shall be attached;
- c. The policy must cover complete contractual liability; exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated from the basic policy and endorsements, and;
- d. Broad form, either domestic or Lloyd's form, Property Damage Liability must be afforded.

Copies of Policies. Licensee shall furnish to Licensor promptly certificates of insurance requiring thirty (30) days notice of any change or cancellation for all liability and compensation policies and certified copies of all public liability policies. The forms of all such insurance policies and the insurance companies issuing such policies shall be subject to the approval of Licensor and its insurance advisors.

Failure of Coverage. Failure, inability or refusal of Licensee to take out and maintain during the entire term or terms of this license any or all of the insurance as aforesaid shall, at the option of Licensor or Licensee, constitute a basis for immediate termination of this license. Licensor reserves the right to require that full coverage be provided by any sublicensee in the place and stead of Licensee upon Licensee's failure, inability or refusal to provide insurance as hereinabove required.

Revisions. As circumstances change during the life of this lease, Licensor or Licensee may from time to time request and Licensor and Licensee agree to provide revisions in the foregoing insurance requirements sufficient in Licensor's and Licensee's opinion to reasonably provide adequate protection for both Licensor and Licensee.

Self Insurance. The Licensee has the right and option to self insure the insurance required under this paragraph 7 by written notice to Licensor that Licensee assumes the obligations in the place and stead of any insurance carrier, any reference to failure of coverage notwithstanding.

8. Except in case of ordinary maintenance and emergency repairs, Licensee shall give to Licensor at least ten (10) days' notice in writing before entering upon the real property hereinabove described for the purposes of constructing, reconstructing, repairing, removing or performing any work on or in connection with its uses of said real property permitted hereunder, and Licensee agrees to pay to Licensor upon demand the reasonable cost and expense incurred by Licensor in the maintenance of an inspector, reasonably required under the circumstances, or said real property during said construction, reconstruction, repair or removal or the performance of said work.

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9. In the event Licensor shall bring suit to compel performance of or to recover for breach of any covenant, agreement or condition herein contained and shall prevail in said suit, Licensee agrees to pay Licensor's reasonable attorney's fees in addition to the amount of the judgment and costs.

10. All rights herein given to Licensee are subject to all existing rights, rights of way, reservations and easements by whomsoever held in and to said real property and in more particular to the rights conveyed to City of Oakland by easement recorded February 8, 1968 on Reel 2122, Image 267, Alameda County records; an unrecorded easement to Pacific Gas & Electric Company dated August 29, 1967; and an easement to Alameda County Flood Control and Water Conservation District recorded October 31, 1969 on Reel 2507, Image 414, Alameda County Records.

11. No rights of Licensee hereunder shall be transferred or assigned unless the written consent of Licensor is first secured, provided that Licensee may assign its rights hereunder to any successor public agency. With that exception, this agreement and each and all of the covenants herein contained shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

12. If Licensee shall fail to construct the facilities permitted under this license and place them in operation within a period of three years from the date hereof, or shall at any time abandon the facilities or any portion thereof, or fail to use for one year the property for the purposes for which this license is granted, then all rights of Licensee in and to said real property or such portions thereof so abandoned or not so used shall thereupon cease and terminate and title thereto shall immediately revert to and vest in Licensor. Upon any termination of the rights of Licensee hereunder, Licensee shall at Licensee's expense, promptly upon request by Licensor so to do, remove its facilities from said real property, except that it is agreed that Licensee may leave any asphaltic paving it has placed upon the property.

13. The rights herein given are for the use of pedestrians and bicycles only and no type of motor driven vehicle shall be permitted on the property, except those of the Licensee being used for maintenance, patrol, or public safety purposes. All other motor driven vehicles shall be excluded from all of the property except for those portions specifically designated as "Parking Areas" on the attached Exhibit "I". Licensee shall install such barricades as are necessary to discourage unauthorized access to motor driven vehicles and shall post signs at points of entry to the licensed property that such vehicles are prohibited. Licensee shall provide such patrol service as is reasonably required to prevent unauthorized use of the property. Its failure so to do shall be a breach of this license.

14. Licensee agrees that it has not acquired nor will it hereafter acquire any rights or interest in said real property, nor does Licensee have nor will it obtain any right or claim to the use of said real property beyond those specifically given in this agreement.

15. Licensee may perform minor grading work, install culverts and/or small bridges where necessary for the crossing of drainage ditches and install paving on the property covered by this license. Licensee may provide landscaping. Prior to the commencement of any of the work hereinabove mentioned or any other work or construction on said real property by Licensee, including dredging, Licensee shall present its plans therefor to Licensor for prior written approval by Licensor's Chief Engineer. Such approval shall not be unreasonably withheld and shall be

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87-C51266

defined given if Licensor fails to respond to Licensee's proper request for approval within 30 days. No fee rental or other payment shall be payable by Licensee on account of the privilege to use the property granted herein.

16. Licensee shall install signs acknowledging Licensor's cooperation in providing the property and appropriate informational and warning signs. Licensee shall also install appropriate signs designating permitted uses by the general public, regulations governing such uses, and specifically prohibiting operation of unauthorized motor vehicles.

17. In the event that trespass, vandalism, theft or other illegal acts take place upon Licensor's property adjoining the property which is the subject of this license, and such acts arise from use of the licensed property and unreasonably interfere or threaten to interfere with Licensor's actual or intended use of said property, then Licensee shall erect and maintain at its sole cost and expense such fencing and signs as Licensor may reasonably direct to limit or prevent access to such adjoining property from the licensed property.

18. Licensee recognizes Licensor's intention to construct and operate upon its property which adjoins the licensed property a facility for the storage, treatment and disposal of municipal sewage referred to in Paragraph 3. Upon completion of its construction Licensor shall make available to Licensee such additional property for park purposes as may be consistent with Licensor's requirements and on terms and conditions to be mutually agreed upon after property availability has been determined by Licensor.

19. Licensee shall not conduct or permit to be conducted upon the licensed property any business, commercial activity or other enterprises for monetary profit without first having secured written agreement from Licensor.

20. It is understood that this document contains the entire agreement between the parties hereto and all prior understandings or agreements, oral or written, of whatsoever nature regarding the license hereby given are superseded by this agreement and are hereby abrogated and nullified.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, the day and year first above written.

EAST BAY MUNICIPAL UTILITY DISTRICT

BY John H. Harnett
General Manager

BY Edmund J. Plumb
Secretary

LICENSOR

EAST BAY REGIONAL PARK DISTRICT

BY William J. Hill
President

BY Edmund J. Plumb
Secretary

LICENSEE

Attachments
WDG:c 20-R

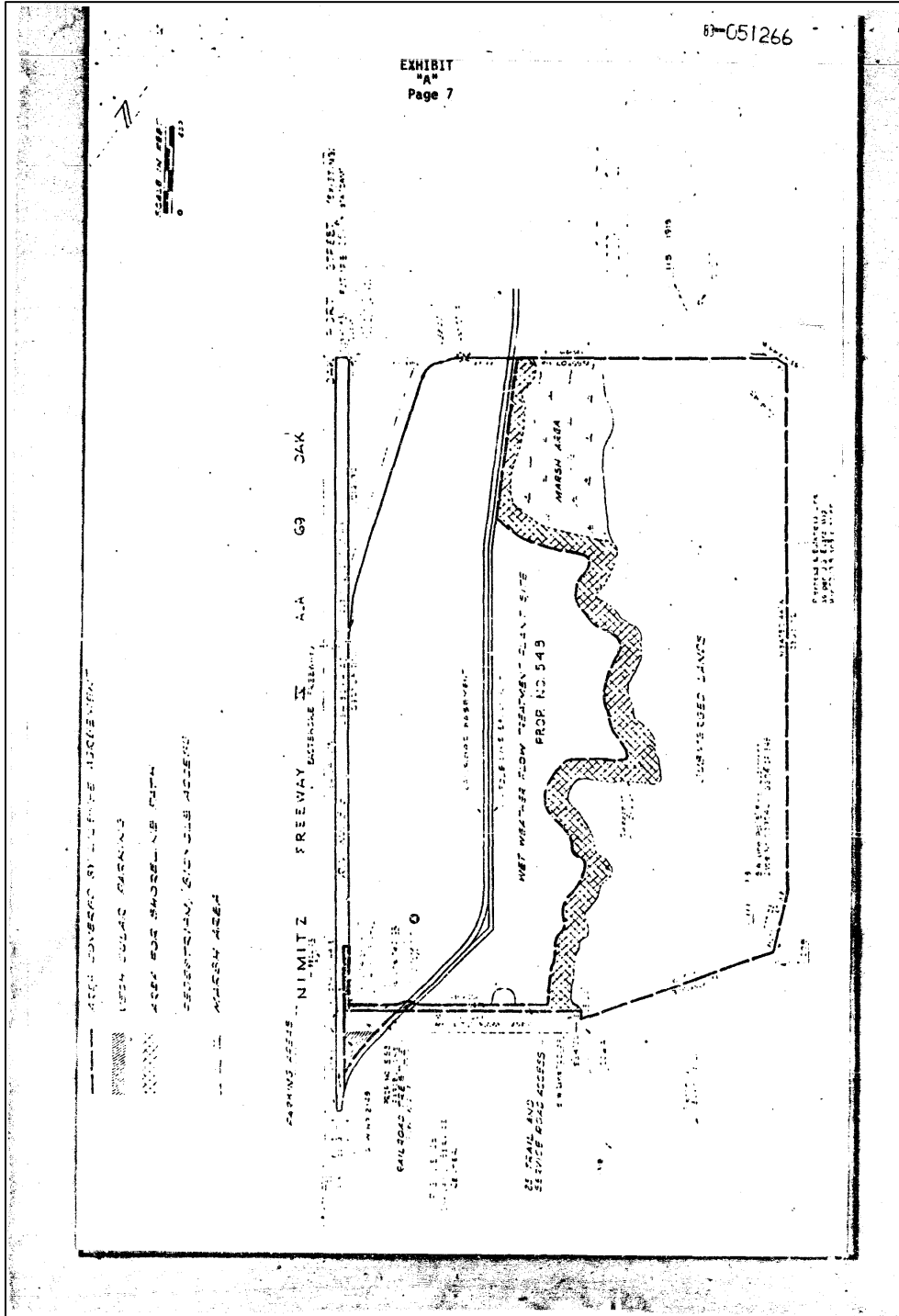
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rev: 4/11/77



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**EXHIBIT D
SITE PLAN**



Red Premises **Blue** Fields **Yellow** Public Area **Green** EBRPD Trail



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EXHIBIT E
ANNUAL REPORT

OPRYD Staff member will provide template for reporting of beneficiaries served by this program prior to end of 1st year. This report will be submitted to OPRYD within 90 days after the end of each year.



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EXHIBIT F
SCHEDULE Q INSURANCE
SCHEDULE Q, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

(Revised 09/12/2019)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. Commercial General Liability insurance shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be on an occurrence basis and at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. Automobile Liability Insurance. Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non- owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
- iii. Workers' Compensation insurance as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section

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- 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.
- iv. Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD, appropriate to the contractor's profession with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims - made form:
 - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
 - v. Contractor's Pollution Liability Insurance: If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$1,000,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$1,000,000 per occurrence and in the aggregate.
 - vi. Sexual/Abuse insurance. If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - vii. Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD, appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or



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destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- viii. Commercial Crime Insurance, if determined to be required by HRM/RMD, shall cover loss due to employee dishonesty, computer and funds transfer fraud, forgery or alteration, money and securities, and theft of a client’s property. Coverage shall be on an occurrence basis with limits not less than \$1,000,000 each occurrence.

b. Terms Conditions and Endorsements

The afore mentioned insurance shall be endorsed and have all the following conditions:

- i. Insured Status (Additional Insured): Contractor shall provide additional insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insureds under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the “Notices” section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost



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of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if, and when, requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA OAKLAND, CALIFORNIA 94612-2033

Oakland Parks and Recreation and Youth Development

250 Frank H. Ogawa Plaza #3330

Oakland, CA 94612-2033

(510) 238-7275

parksandrec@oaklandca.gov

TDD (510) 615-5883

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

j. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

End of Schedule Q



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**EXHIBIT G
LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE**

TO BE PROVIDED SEPARATELY



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EXHIBIT H
CREDIT INFORMATION REQUEST

EQUIFAX **experian.** **TransUnion**

Annual Credit Report Request Form

You have the right to get a free copy of your credit file disclosure, commonly called a credit report, once every 12 months, from each of the nationwide consumer credit reporting companies, Equifax, Experian and TransUnion.
For instant access to your free credit report, visit www.annualcreditreport.com.
For more information on obtaining your free credit report, visit www.annualcreditreport.com or call 877-322-8228.
Use this form if you prefer to write to request your credit report from any, or all, of the nationwide consumer credit reporting companies. The following information is required to process your request. Omission of any information may delay your request.
Once complete, fold (do not staple or tape), place into a #10 envelope, affix required postage and mail to:
Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281.

Please use a Black or Blue Pen and write your responses in PRINTED CAPITAL LETTERS without touching the sides of the boxes like the examples listed below:

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	0	1	2	3	4	5	6	7	8	9
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Social Security Number: **Date of Birth:**

[] [] [] - [] [] - [] [] []	[] [] / [] [] / [] [] []		
Month	Day	Year	

Fold Here Fold Here

First Name **M.I.**

Last Name **JR, SR, III, etc.**

Current Mailing Address:

House Number **Street Name**

Apartment Number / Private Mailbox **For Puerto Rico Only: Print Urbanization Name**

City **State** **Zip Code**

Previous Mailing Address (complete only if at current mailing address for less than two years):

House Number **Street Name**

Fold Here Fold Here

Apartment Number / Private Mailbox **For Puerto Rico Only: Print Urbanization Name**

City **State** **Zip Code**

Shade Circles Like This--> ●

Not Like This--> ⊗ ⊕

I want a credit report from (shade each that you would like to receive):

Equifax

Experian

TransUnion

Shade here if, for security reasons, you want your credit report to include no more than the last four digits of your Social Security Number.

If additional information is needed to process your request, the consumer credit reporting company will contact you by mail.

Your request will be processed within 15 days of receipt and then mailed to you.

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EXHIBIT I

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

THE CITY OF OAKLAND'S EQUAL BENEFITS ORDINANCE (EBO) REQUIRES THAT CONTRACTORS DOING BUSINESS WITH THE CITY PROVIDE EQUAL BENEFITS TO EMPLOYEES WITH DOMESTIC PARTNERS AND SPOUSES. TO COMPLY, BUSINESSES MUST SUBMIT AN EQUAL BENEFITS ORDINANCE CERTIFICATE OF COMPLIANCE.

YOU CAN FIND THE NECESSARY FORMS AND ADDITIONAL INFORMATION ON THE CITY OF OAKLAND'S OFFICIAL WEBSITE. [City of Oakland | Schedules, Contracts, and Compliance Forms \(oaklandca.gov\)](http://www.oaklandca.gov) OR IF YOU NEED A SAMPLE CERTIFICATE OR FURTHER GUIDANCE,