Request For Proposals (RFP)

for

Hayward Regional Shoreline Master Plan

Hayward Area Shoreline Planning Agency (HASPA):

City of Hayward
East Bay Regional Park District
Hayward Area Recreation and Park District

RFP RELEASE DATE: October 9, 2018

QUESTIONS SUBMITTED BY: October 15th, 2018

PROPOSAL DUE TO CITY BY: MONDAY, November 5, 2018 at 5 p.m.

SUBMIT PROPOSALS TO:

City of Hayward
Development Services Department (c/o Jay Lee)

BY EMAIL TO:

Jay.Lee@hayward-ca.gov
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EXHIBIT 1: CALTRANS ADAPTATION PLANNING GRANT  
EXHIBIT 2: NONCOLLUSION AFFIDAVIT  
EXHIBIT 3: City of Hayward Professional Services Agreement – EXAMPLE  
EXHIBIT 4: Non-Nuclear Affirmation
1. NOTICE OF REQUEST FOR PROPOSAL

A. The Hayward Area Shoreline Planning Agency (hereinafter ‘Agency”) hereby requests proposals for the Hayward Regional Shoreline Master Plan (hereinafter “the Plan”).

   **Proposals are due by 5:00 P.M. PST, on MONDAY, November 5, 2018.**

   The Agency will accept proposals via email at Jay.Lee@hayward-ca.gov, no later than 5:00 p.m., Pacific Standard Time on Monday, November 5, 2018.

B. **SCOPE OF SERVICES:** The Caltrans Adaptation Planning Grant Application, which includes a description of the Agency’s Scope of Work & Project Objectives, is included as Exhibit “1” to this Request for Proposals (“RFP”).

C. **REQUEST FOR CLARIFICATION:** If a proposer has any questions regarding the meaning of any part of the RFP, finds omissions or discrepancies please submit questions and inquiries by 5:00 p.m., on October 15th, 2018.

   All questions and inquiries shall be directed to Jay Lee, Associate Planner via email at Jay.Lee@hayward-ca.gov.

   Proposers shall not contact other Agency personnel with any questions or clarifications concerning this RFP.

D. **SUBMITTAL OF PROPOSALS:** The instructions for the submittal of proposals are set forth throughout this RFP. Generally, each proposal shall be submitted with a cover letter and four exhibits, including: (A) Response Items, (B) Scope of Services, (C) Statement of Qualifications, and (D) Terms of Service Agreement. Proposals shall be submitted in PDF form via email to Jay.Lee@hayward-ca.gov with the subject line: “PROPOSAL FOR RFP Hayward Regional Shoreline Master Plan”

E. **AGENCY’S REVIEW OF PROPOSALS:** All responsive proposals shall be reviewed and evaluated by the Agency to determine which proposer(s) best meet the Agency’s needs for these Services. The criteria by which the Agency shall evaluate proposals are set forth in this RFP. The Agency reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process. The Agency reserves the right to negotiate the terms of the Agreement for these Services with one or more proposers.

F. **AWARD OF GRANT:** The Agency currently anticipates awarding agreement(s) for these Services in November 2018. No proposal or agreement for these Services shall be binding upon the Agency until the agreement(s) is signed by the proposer(s) and the Agency. The City of Hayward (City) is serving as the Treasurer for the Agency. As such, any agreement will be executed by the City.

2. INTRODUCTION AND INSTRUCTIONS TO APPLICANTS
A. Introduction

The Hayward Area Shoreline Planning Agency (the “Agency”) was established in 1970 as a joint powers agency with representatives from the City of Hayward, East Bay Regional Park District (EBRPD), and Hayward Area Recreation and Park District (HARD). The primary purpose of the Agency is to coordinate planning activities and adopt and carry out policies for the improvement of the Shoreline for future generations.

The Agency desires to prepare a Shoreline Master Plan to protect various sites that are vulnerable to sea level rise (SLR). The Shoreline is home to critical infrastructure such as wastewater infrastructure, the eastern approach to the San Mateo-Hayward Bridge (State Route 92 [SR 92]), landfills, the Bay Trail, the Hayward Shoreline Interpretive Center (HSIC), business parks, residential neighborhoods, marshes and managed ponds. The Agency’s vision of the Plan focuses on the incorporation of various multi-benefit strategies for the Shoreline, its existing infrastructure, and surrounding natural habitat.

On May 11, 2018, the California Department of Transportation, Caltrans, awarded the Agency an Adaptation Planning Grant of $509,000 to fund the creation of the Plan. The proposed cost of work should not exceed this amount.

The ideal proposal will emphasize protection and enhancement of existing assets while incorporating strategies to combat SLR. Two vulnerability studies have previously been conducted on the Shoreline: Preliminary Study of the Effects of Seal Level Rise on the Resources of the Hayward Shoreline and the Hayward Resilience Study, an extension of the Adapting to Rising Tides Project. These studies evaluated the potential impact of SLR on the Shoreline and its potentially vulnerable assets. The Agency expects the Plan to build on these studies and outline specific multi-benefit implementation projects, in the short- medium- and long-term, to counteract the anticipated effects of rising tides. Proposed strategies and projects should provide environmental, recreational, economic, transportation, and social benefits.

Proposer(s) are expected to provide all the materials and services that will fulfill or exceed the requirements and conditions as set forth in this RFP. In addition, the selected proposer(s) are expected to prepare a Community Outreach Plan and assist the Agency in its community outreach efforts to inform residents of the Plan, collect input, and develop a vision for the Shoreline that fulfills the needs and desires of the community.

B. Proposed Time Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-09-2018</td>
<td>Posting of RFP package</td>
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<tr>
<td>10-15-2018</td>
<td>Deadline for question submission at 5:00 PM PST</td>
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<tr>
<td>11-5-2018</td>
<td>Proposal closing date at 5:00 PM PST</td>
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<tr>
<td>November 2018</td>
<td>Finalist Interviews</td>
</tr>
<tr>
<td>November 2018</td>
<td>Notify proposer of Agency’s intent to award</td>
</tr>
<tr>
<td>December 2018</td>
<td>Contract negotiation with intended awardee(s)</td>
</tr>
<tr>
<td>December 2018</td>
<td>Anticipated approval/award by Agency</td>
</tr>
</tbody>
</table>
C. Instructions and Procedures for Submittal

1. It is each proposer’s responsibility alone to ensure that the proposal is received by the Planning Division at the time and place identified on page 1 of this RFP. Additional instructions and procedures can be found below:

   a. Proposals must be valid for a period of 150 calendar days from the Closing Date and Time for Receipt of Proposals. No Proposal may be withdrawn after the submission date.

   b. All pages should be numbered and identified sequentially by section and should not exceed 50 pages in total. *It is imperative that all proposers responding to this RFP comply exactly and completely to the instructions set forth herein.* All responses to this RFP shall be word processed (except where otherwise provided or noted), concise, straightforward and must fully address each requirement and question. Although not a substitute for a complete written response, additional material such as technical documents may be referenced in any response if the material is included as an attachment to the proposal.

   c. Information in every proposal received shall become public property and subject to disclosure laws. All proposals shall become the property of the Agency. The Agency reserves the right to make use of any information or ideas in the proposals.

   d. By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of providing and performing quality work to achieve the Agency’s objectives.

   e. Pre-contractual expenses are defined as expenses incurred by the proposer in:
      - preparing its proposal in response to this RFP;
      - submitting that proposal to the Agency;
      - negotiating with the Agency any matter related to the proposer’s proposal; and
      - any other expenses incurred by the proposer prior to the date of award and execution, if any, of the agreement.

      The Agency shall not, in any event, be liable for any pre-contractual expenses incurred by Responders in the preparation of their Proposal.

   f. Each proposer must submit its proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal.
Deviations, clarifications, and/or exceptions must be clearly identified and listed separately as alternative items for the Agency’s consideration.

g. After the closing date and time for receipt of proposals, evaluation and proposal clarification will commence. No proposals received after the closing date and time will be considered.

h. Proposer(s) judged most responsive to the Agency’s requirements may be asked to give a presentation of their proposal including on-site demonstration to the Agency staff. Selected proposer(s) should be prepared to make their presentation within five calendar days after notification and be prepared to discuss all aspects of their proposals in detail, including technical questions regarding the proposal. No proposer shall be allowed to alter or amend its proposal through the use of the presentation process.

i. In the event the Agency deems it necessary to clarify or make any changes to this RFP, these changes shall be made in the form of a written addendum authorized and issued only by a member of the Agency.

j. The Agency reserves the right to negotiate the terms of the agreement for these services with one or more proposers, and to negotiate modifications with any proposer as necessary to serve the best interest of the Agency. Any proposal may be rejected if it is conditional, incomplete, or deviates from specifications in this request. The Agency reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects, or other improprieties which the Agency deems reasonably correctable or otherwise not warranting rejection of the proposal. Any waiver will not excuse a proposer from full compliance.

k. The Agency reserves the right to:
   - negotiate the final agreement with any proposer(s) as necessary to serve the best interest of the Agency;
   - withdraw this RFP at any time without prior notice and, furthermore, makes no representations that any contract will be awarded to any proposer responding to this RFP; or
   - award its total requirements to one proposer or to apportion those requirements among two or more proposers as the Agency may deem to be in its best interest.

In addition, negotiations may or may not be conducted with proposers; therefore, the proposal submitted should contain the proposer’s most favorable terms and conditions, since the selection and award may be made without discussion with any proposer.
1. Where two or more proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/sub-contractor basis rather than as a joint venture.

m. Agency staff selection committee will evaluate all proposals and make final recommendations for selection. The Agency reserves the right to reject any and all proposals and to make its selection on a discretionary basis. However, the selection committee will evaluate proposals primarily on the criteria specified in RFP Section 4, “Agency’s Review of Proposals.”

n. Contract agreement(s) will be prepared for execution once awardee(s) are identified. It may be modified to incorporate other pertinent articles/terms and conditions set forth in this RFP, including those added by addendum, and to reflect the proposer’s offer or the outcome of contract negotiations, if any, conducted with the proposer. The proposer’s exceptions to the terms and conditions of the proposed contract, or the proposer’s inability to comply with any of the provisions of the proposed contract, are to be declared in the proposal.

o. The Agency currently anticipates formally awarding agreements for these Services in December 2018. No proposal or agreement for these Services shall be binding upon the Agency until the agreements are signed by the proposer and the Agency.

3. CONTENTS OF PROPOSAL

Proposals should include a cover letter and the following separately-attached Exhibits: A. Response Items; B. Scope of Work; C. Statement of Qualifications; and D. Terms of Proposed Service Agreement. More information about each of these items can be found hereunder.

COVER LETTER

All proposals must include a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal submission is grounds for rejection.

A. RESPONSE ITEMS

Proposals should include responses to each of the questions and statements below (to be labeled: Proposal Exhibit “A”). Responses should be formatted in the numerical/alphabetical order identified hereunder.

1. Company Data

Each proposer shall submit the following information:
a. State the company's official name and address and the names and titles of its principal officers; indicate what type of entity, such as corporation, partnership, joint venture, sole proprietorship, etc., and indicate if the firm is incorporated;

b. Provide the firm's Federal Employer I. D. Number;

c. Provide the name and address of the person to receive notices and who is authorized to make decisions and represents the company. Specify in what capacity the person shall be representing the entity and any limitations to their authority;

d. For remitting funds to the bank, furnish the complete firm's address for any mailed funds;

e. State any failures or refusals to complete any contracts and a complete explanation;

f. Indicate the number of years in business under the present business name;

g. Indicate the number of years of the firm's experience in providing required, equivalent or related products and services;

h. Submit a detailed statement indicating whether the proposer is totally or partially owned by another business organization or individual that will be providing the services to meet the requirements of the proposal;

i. Submit a detailed statement indicating whether the proposer totally or partially owns any other business organization that will be providing the services to meet the requirements of the proposal.

2. **Certificate of Insurance**

The proposer shall demonstrate the willingness and ability to provide the required insurance coverage as set forth by Agency requirements within ten (10) calendar days of notification of selection for award of this agreement.

3. **Validity of Proposal**

The proposer shall state the length of time for which the submitted proposal shall remain valid. The Agency requires a period of at least 150 calendar days.

4. **Statement of Understanding**

The proposer shall state their compliance with the following:
The Agency assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the execution of any agreement resulting from this RFP unless:

a. Such understanding or representations are expressly stated in the agreement; and

b. The agreement expressly provides that the responsibility therefore is assumed by the Agency. Representations made but not so expressly stated and for which liability is not expressly assumed by the Agency in the agreement shall be deemed only for the information of the proposer.

5. **Resumes and Qualifications of Proposer's Personnel**

   The proposer shall provide the resumes of the project manager and key personnel who will be assigned to this project. Resumes shall contain information relating to each person's education, experience, or training in the area covered within this proposal.

6. **References**

   The proposer shall at minimum include a list of five applicable municipalities or government operations, preferably located in California, which are provided with these types of services.

**B. SCOPE OF WORK**

The Agency has set forth on RFP Exhibit “1,” attached hereto and incorporated herein by reference, an outline of services which the Agency anticipates the selected proposer(s) to perform. The outline of services set forth on RFP Exhibit “1” is presented for the primary purpose of allowing the Agency to compare proposals.

Based upon the Agency’s “Scope of Work” set forth on RFP Exhibit “1,” the proposer shall prepare a complete description of the Scope of Work (to be labeled: Proposal Exhibit “B”) which the proposer intends to perform in order to achieve the Project Objectives. The proposer may identify services in Proposal Exhibit “B” which differ from the outline of services in RFP Exhibit “1” if the proposer believes the changes will assist the Agency in more efficiently and effectively achieving the Agency’s stated project objectives.

As before mentioned, each proposer(s)’ Scope of Work should include a complete description of the Plan proposed for the Agency, and how it will be created, including, but not limited to: (1) timeline to complete the scope of work, (2) cost to complete the scope of work, (3) and approach and components of the Plan, (4) short- medium- and long-term goals, (5) utilization of co-benefits and living infrastructure,

The precise scope of services to be incorporated into the service agreement will be
based upon RFP Exhibit “1” as well as the proposer’s Exhibit “B” and may be the subject of negotiations between the Agency and the successful proposer.

C. STATEMENT OF QUALIFICATIONS

The proposer shall prepare a Statement of Qualifications (to be labeled Proposal Exhibit “C”) which details the firm’s capabilities and experience in developing and implementing a Master Plan. More details about the information to be included in this Exhibit “C” can be found below:

1. The size, stability, and capacity of proposer’s organization, including, at a minimum, an identification of proposer’s: (1) total number of years in operation, (2) total current number of employees, (3) number of office locations (including the location of each office), and (4) number of employees in the office location which is intended to provide the services described in Exhibit “B.”

2. An identification of the proposer’s experience performing services for projects of a similar size, scope, and complexity as the services required by this RFP, including an identification of: (1) the number of years the proposer has been performing similar services; and (2) the most recent projects for which the proposer has performed similar services. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. Similar projects can be included as separate attachments, therefore not contributing to 50-page limit.

3. A list of the proposer's principals, employees, agents, and sub-consultants which the proposer intends to assign to this program. This list shall include a summary of the qualifications (including education, training, licenses, and experience) of each individual; the approximate number of hours each will devote to the program; and the type of work to be performed by each individual. The Agency will retain under its agreement with the successful Proposer the right of approval of all persons performing under the agreement.

D. TERMS OF PROPOSED SERVICE AGREEMENT

The proposer shall prepare a document identifying the terms of the proposed service agreement between the City (on behalf of the Agency) and proposer (to be labeled: Proposal Exhibit “D”), including:

1. Specifically identify any portions of the Agency’s standard form service agreement (attached to this RFP) which the Proposer desires to amend either by addition, deletion, or modification.
2. Disclose any past, ongoing, or potential conflicts of interest which the Consultant may have as a result of performing the work for this program.

3. Identify proposer’s ability to comply with the Agency’s insurance requirements. A copy of an insurance certificate, or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) may be favorably considered.

4. AGENCY’S REVIEW OF PROPOSALS

Proposals received will be evaluated and ranked. The highest-ranking proposer(s) will then be identified for further evaluation.

Evaluation Criteria The Agency will evaluate each proposal on the basis of the overall best values to the Agency based on quality, service, price, and other criteria including, but not limited to:

A. Proposer background, experience, and qualifications
B. Proposer public sector experience
C. Completeness and clarity of proposal
D. Feasibility of proposer’s Scope of Work and its alignment with the RFP Scope of Services, attached to this RFP as Exhibit “1”
E. Ability to complete project within specified budget of $509,000

5. AWARD OF AGREEMENT

Upon completion of the review period, the Agency shall notify the selected proposer(s) who will be considered for further evaluation and negotiation. All proposers so notified shall make presentations and negotiate in good faith in accordance with direction from the Agency. Any delay caused by proposer's failure to respond to direction from the Agency may lead to a rejection of the Proposal.

A. If the Agency determines, after further evaluation and negotiation, to award the agreement, a service agreement shall be sent to the successful proposer(s) for signature. No proposal shall be binding upon the Agency until after the agreement is signed by duly authorized representatives of both the proposer and the Agency.

B. The Agency reserves the right to reject any or all proposals, and to waive any irregularity. The award of the agreement, if made by the City on behalf of the Agency, will be based upon a total review and analysis of each proposal.

C. The City of Hayward (City) is serving as the Treasurer for the Agency. As such, any agreement will be executed by the City.
6. PROPOSALS ARE PUBLIC RECORDS

Each proposer is hereby informed that, upon submittal of its proposal to the Agency in accordance with this RFP, the proposal is the property of the Agency.

A. Unless otherwise compelled by a court order, the Agency will not disclose any proposal while the Agency conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the Agency either awards an agreement to a proposer(s), or the Agency rejects all proposals, the Agency shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, et seq.), unless there is a legal exception to public disclosure.

B. If a proposer believes that any portion of its proposal is subject to a legal exception to public disclosure, the proposer shall: (1) clearly mark the relevant portions of its proposal “Confidential”; and (2) upon request from the Agency, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the proposer shall defend, indemnify, and hold harmless the Agency regarding any claim by any third party for the public disclosure of the “Confidential” portion of the proposal.

END OF SECTION
**FY 2018-19**  
**CALTRANS ADAPTATION PLANNING GRANT APPLICATION**

<table>
<thead>
<tr>
<th>PROJECT TITLE</th>
<th>Hayward Shoreline Master Plan</th>
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<tbody>
<tr>
<td>PROJECT LOCATION</td>
<td>City of Hayward, Alameda County</td>
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<th></th>
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<tr>
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</table>
| Executive Director/designee and title | Mr.✓ Ms. Mrs.  
Al Mendall, HASPA Board Trustee |
| E-mail Address           | Al.Mendall@hayward-ca.gov |
| Contact Person and title | Mr.✓ Ms. Mrs.  
Jay Lee, Associate Planner |
| Contact E-mail Address   | Jay.Lee@hayward-ca.gov |
| Phone Number             | (510) 583-4207 |

**FUNDING INFORMATION**  
Use the Match Calculator to complete this section. 
Match Calculator

<table>
<thead>
<tr>
<th>Grant Funds Requested</th>
<th>Local Match - Cash</th>
<th>Local Match - In-Kind</th>
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<td>$ 509,000</td>
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**Specific Source of Local Cash Match**  
(i.e., local transportation funds, local sales tax, special bond measures, etc.)

Staff time
FY 2018-19
CALTRANS ADAPTATION PLANNING GRANT APPLICATION

LEGISLATIVE INFORMATION*
Please list the legislative members in the project area. Attach additional pages if necessary

<table>
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<tr>
<th>State Senator(s)</th>
<th>District</th>
<th>Assembly Member(s)</th>
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<tbody>
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<td>Senator Bob Wieckowski</td>
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<td>Assembly Member Bill Quirk</td>
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*Use the following link to determine the legislators.
http://findyourrep.legislature.ca.gov/ (search by address)
1. Project Description (100 words maximum): Briefly summarize project.

The Hayward Shoreline ("Shoreline") is vulnerable to inundation by sea level rise (SLR) that could impact critical infrastructure such as wastewater infrastructure, the eastern approach to the San Mateo-Hayward Bridge (State Route 92 [SR 92]), landfills, the Bay Trail, the Hayward Shoreline Interpretive Center (HSIC), business parks, residential neighborhoods, marshes and managed ponds. This project will improve Hayward's capacity to plan for, prepare for, mitigate against, and adapt to SLR. The Hayward Regional Shoreline Master Plan ("Plan") will incorporate input from community members and decision-makers. It will include a suite of mitigation actions and policy recommendations that prepare for SLR.
The Hayward Area Shoreline Planning Agency (HASPA) was established in 1970. HASPA is a joint powers agency of representatives from the East Bay Regional Park District (EBRPD), Hayward Area Recreation and Park District (HARD), and the City of Hayward. The primary purpose of HASPA is to coordinate agency planning activities and adopt and carry out policies for the improvement of the Shoreline for future generations. Without climate adaptation planning, critical transportation systems such as the eastern approach to the Hayward-San Mateo Bridge (SR 92), and the San Francisco Bay trail along the Shoreline will be vulnerable to flooding from SLR and coastal storm surge. Currently due to high tides and storm surges the San Francisco Bay Trail is being flooded two to three times annually. In addition, there is a paved pedestrian bridge over SR 92 that is part of the San Francisco Bay Trail. Sections of the Bay Trail in Hayward provide $490,000/ yearly in recreation benefits to the local and regional economy (Hayward Shoreline Resilience Study). The entrance to SR 92 was highlighted in the Caltrans Vulnerability assessment as a road at risk of flooding due to sea level rise. SR 92 is used by 86,000 passengers, 1,600 transit riders and 6,000 trucks daily. Thus, flooding of this bridge will decrease regional mobility and result in increased congestion on the Dumbarton Bridge which is also susceptible to inundation from SLR. Caltrans estimates that replacing SR 92 will cost $45-132 million dollars (Hayward Shoreline Resilience Study).

These preserved lands, owned by EBRPD, HARD, the City of Hayward, and the US Fish and Wildlife Service, were intended to provide recreational opportunities to the public and protect the habitats of sensitive wetlands and marsh species. As the sea level begins to rise, they have also come to serve as the City's first line of defense against storm surge and high tides. Formerly the site of salt ponds, earthen levees initially protected the Shoreline. Higher tides and more frequent periods of inundation have overturned the aging levees, leading to further erosion and sedimentation of the area. As a result, HASPA's focus has shifted from the shoreline preservation achieved over the past five decades to mitigating the effects of sea level rise on the area's natural, recreational, and man-made resources.

Important natural and community assets are vulnerable to flooding as the sea level rises, absent effective mitigation strategies. The HSIC, Don Edwards San Francisco Bay National Wildlife Refuge, and miles of shoreline trails, including segments of the San Francisco Bay Trail, provide educational and recreational opportunities for community members. Industrial businesses, a main source of revenue for the City, about the wetlands and include many sites that utilize or process hazardous materials in their operations, which could contaminate bay water in the event of a flood. The City's Water Pollution Control Facility is located along the Shoreline and may experience flooding to emergency storage ponds and impacts to equipment or infrastructure caused by subsidence or uplift as the water table rises. The approach to the San Mateo-Hayward Bridge along SR 92, a major high-volume thoroughfare connecting Alameda County and Silicon Valley, will experience periodic flooding as well as erosion and deterioration due to sea level rise. Stretches of Union Pacific Railroad track running through Hayward are at risk of inundation at as low as one foot of sea level rise. Hayward residences are also at risk of sea level rise – particularly several South Hayward mobile home parks, located adjacent to engineered creeks, which house some of the City's most vulnerable residents.

While many studies have provided assessments of the risk of SLR to the Shoreline and surrounding community, no study has prescribed mitigation measures, policy recommendations, or zoning changes specific to the various habitats, recreational resources, and infrastructure located in areas at risk of flooding or permanent inundation. These studies have not incorporated the knowledge and opinions of community members and elected officials. Staff at HASPA member agencies have neither the capacity nor the expertise to identify the appropriate mitigation measures; nor do they have the capacity to educate members of the community on the benefits, costs, and tradeoffs associated with alternative courses of action to gather meaningful community input on the subject. HASPA and its member agencies have identified the need for a comprehensive integration of the latest climate science, existing shoreline asset GIS data, and robust community and decision maker input to produce a plan for mitigating sea level rise along the Shoreline.
3. Grant Specific Objectives (Do not exceed the space provided.): Explain how the proposed project supports the related State initiatives and priorities (as applicable) identified on pages 3 – 4. Furthermore, explain how the proposed project addresses the grant specific objectives listed on page 5.

HASPA’s proposed long-term sea level rise adaptation plan supports several state initiatives and priorities in the following ways:
- Executive Order S-13-08: HASPA will assist state agencies in planning for SLR and climate impacts through implementing a local SLR adaptation plan.
- Executive Order B-30-15: HASPA will assist state agencies by prioritizing natural infrastructure adaptation strategies within the Plan.
- California Transportation Plan (CTP) 2040: The Plan will help Caltrans ensure the safety and reliability goals of the CTP by protecting SR 92. Investment in adaptation planning for the Shoreline will cost much less than reactive investment later when the highways are flooded.
- Regional Transportation Plan Guidelines: HASPA creating a local climate change adaptation plan follows the San Francisco Bay Area Regional plan: Plan Bay Area 2040 which highlights the importance of using natural infrastructure to help be resilient to SLR impacts across the Bay.
- 2017 General Plan Guidelines: The City of Hayward’s General Plan calls for the formation of a SLR adaptation plan. With grant funds the Plan will be able to be created and integrated with the General Plan following SB 379.
- Integrate Climate Adaptation and Resiliency Program (ICARP): HASPA will make it a priority to meet the required reporting to ICARP Technical Advisory Council. The Plan could serve as resource for other cities that are just starting to think about climate adaptation.
- Addressing Disadvantaged Communities: The Shoreline serves a large concentration of economically disadvantaged communities nearby in the City of Hayward and other cities in the region. The San Francisco Bay Conservation and Development Commission (BCDC) Adapting to Rising Tides (ART) Program developed 10 community indicators for flood risk (language, vehicle access, housing cost, race/ethnicity, education, housing tenure, transportation cost, income, elderly population, and youth population) for the nine Bay Area counties. Nearly all the nearby residential communities, which are the primary users of the Shoreline, exhibit multiple community indicators for flood risk. Furthermore, the California Environmental Protection Agency (CalEPA)’s CalEnviroScreen scores the Shoreline among the highest areas disproportionately burdened by multiple sources of pollution in the entire Bay Area.
- Public Health: The Plan will address impacts related to flooding damage to facilities and amenities essential for maintaining public health. The City’s Water Pollution Control Facility (WPCF) is located along the Shoreline and may experience flooding to emergency storage ponds and impacts to equipment or infrastructure caused by subsidence or uplift as the water table rises, which could impact water quality. Additionally, if the closed landfills cannot be protected, it would create a significant financial liability for the City of Hayward if they must be removed. Furthermore, the Plan will encourage active transportation and recreation by protecting pedestrian and bicycle facilities within the Shoreline area.
- Natural Ecosystems: If effective adaptation strategies are not taken, important natural assets along the shoreline will be vulnerable to inundation as the sea level rises. The wetlands along the Shoreline consist of salt, fresh, brackish, and tidal ponds that provide a habitat for a diversity of sea life, plants, and animals including the Salt Marsh Harvest Mouse, Western Snowy Plovers, California Clapper Rail, and other shorebirds using the Shoreline. The Plan will evaluate habitat restoration as one of the actions required to increase the resilience of the natural habitats of the environment.
- Air Quality: By helping to protect the Bay Trail and promote alternative routes of transit such as biking or walking along the trail will lead to reducing VMT and therefore improving air quality in Hayward and surrounding cities. The City of Hayward is currently creating a new Bike-Ped plan which will also incorporate promoted use of the Bay Trail.
Grant Specific Objective (Continued - Do not exceed the space provided.)

- Social Equity: The Shoreline serves a large concentration of economically disadvantaged communities, including those that are transit vulnerable. Several South Hayward mobile home parks located adjacent to engineered creeks, which house some of the City’s most vulnerable residents, are also at risk. The Plan will ensure that the Shoreline continues to be accessible to these communities and buffer them from direct SLR impacts. The City will also engage these communities throughout the development of the Plan to ensure their concerns are considered.

- Economy: The Shoreline and the Bay Trail provide $490,000 yearly in recreation benefits to the local and regional economy (Hayward Shoreline Resilience Study). Additionally, the HSIC generates more than $60,000 annually in revenue for HARD and employs nine naturalists. If the HSIC is temporarily or permanently closed, this revenue and the jobs the center provides would be diminished or lost. Furthermore, the Plan will protect the City’s Industrial Technology and Innovation Corridor, which is vulnerable to SLR and would experience significant economic hardship if resilience along the Shoreline is not improved.

- Reduction in GHG: As discussed earlier, the Plan will encourage active transportation and include habitat restoration alternatives, which will reduce GHG emissions in the long run.

The Plan will research adaptation methods that will protect the Shoreline from SLR impacts and enhance the Shoreline by focusing on how to best protect the wetlands to help them maintain natural flood protection benefits for nearby transportation assets. The Plan will recommend near term and future actions that can be implemented to protect the Shoreline for future generations.

The project area includes both the approach to the San Mateo-Hayward Bridge along SR 92 and the Bay Trail. The approach to the San Mateo-Hayward Bridge along SR 92 will experience periodic flooding as well as erosion and deterioration due to SLR. When combined with the lack of adequate alternative routes, the severity of SR 92’s vulnerability to inundation is increased because it is a commuter route. SLR will also increase the frequency of overtopping levees and result in parts of the Bay Trail being inundated and unable to be utilized by commuters. Many of these levees are not up to FEMA standards since they were built for salt production and not to protect the area from SLR. The Bay Trail is of great value to the region from a recreational and public health perspective and provides a valuable commuting route for local populations in low car ownership areas. Additionally, stretches of Union Pacific Railroad track running through Hayward are at risk of inundation at as low as one foot of SLR. The Plan will prioritize protecting these vulnerable but locally and regionally important transportation assets into the future. HASPA will collaborate with Caltrans in developing adaptation alternatives related to SR 92.

Hayward’s network of marshes is a significant part of the flood protection for industrial development along the western edge of the city. If this flood protection is lost, property damage and service disruptions to industrial and commercial properties would lead to local economic damage due to recovery costs and lost productivity. The Oliver Salt Ponds buffer the SR 92 approach from wave erosion. Even a temporary closure of the road would have significant impacts on regional commuter movement since there is no local alternative. Additionally, Cogswell Marsh is the first line of defense against coastal flooding of commercial and industrial area including the WPCF. Storm event and SLR flooding could increase operations and maintenance and capital improvement costs. The WPCF serves many local industrial businesses, so in addition to a potential threat to human health and safety, disruption of the plant would trigger additional losses to these businesses and their employees. The Plan will emphasize natural flood and SLR protection to protect essential biological resources while also protecting the economic vitality of the surrounding commercial and industrial area and larger Bay Area region.

This project will increase community understanding of climate change impacts through conversations about future sea levels and the mitigation actions necessary to protect the Shoreline and adjacent communities. Throughout the process of developing the Plan, HASPA intends to engage with a variety of stakeholders including but not limited to: (1) Property and business owners, (2) Caltrans, (3) BCDC, (4) East Bay Dischargers Authority (EBDA), (5) Alameda County Flood Control & Water Conservation District (ACFCWCD), (6) California Department of Fish and Wildlife (DFW), (7) Bay Area Climate Literacy Collaborative (Bay-CLIC), (8) Coastal Hazards Adaptation Resiliency Group (CHARG), (9) Climate Readiness Institute (CRI), and (10) Association of Bay Area Governments (ABAG) (San Francisco Bay Trail Division).
4. Project Management
   A. Scope of Work in required Microsoft Word format
   B. Project Timeline in required Microsoft Excel format

See Scope of Work and Project Timeline samples and checklists for requirements (Grant Application Guide, Pages 26-32), also online at: http://www.dot.ca.gov/hq/tpp/grants.html
Application Signature Page

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

[Signature]

Signature of Authorized Official ( Applicant )

Jay Lee
Print Name

Associate Planner

Title

2/23/18
Date

Signature of Authorized Official ( Sub-Applicant )

Print Name

Title

Date

Signature of Authorized Official ( Sub-Applicant )

Print Name

Title

Date
Scope of Work Checklist

The Scope of Work is the official description of the work that is to be completed during the contract. **The Scope of Work must be consistent with the Project Timeline. Applications with missing components will be at a competitive disadvantage.** Please use this checklist to make sure your Scope of Work is complete.

The Scope of Work must:

- Use the Fiscal Year 2018-19 template provided and in Microsoft Word format
- List all tasks and sub-tasks using the same title as stated in the project timeline
- Include task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline
- List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e. applicant, sub-applicant, or consultant)
- Include a thorough Introduction to describe the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable
- Include a thorough and accurate narrative description of each task and sub-task
- Include a task for a kick-off meeting with Caltrans at the start of the grant
- Include a task for procurement of consultants, if consultants are needed
- Include a task for invoicing
- Include a task for quarterly reporting to Caltrans
- Include detailed public participation and services to diverse communities
- Include project implementation/next steps
- List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline
- **EXCLUDE** environmental, complex design, engineering work, and other ineligible activities
SCOPE OF WORK: Hayward Shoreline Master Plan

The City of Hayward is home to the Hayward Regional Shoreline ("Shoreline"), which is a low-lying shoreline vulnerable to inundation by sea level rise (SLR). It is not a question of whether the Shoreline will be impacted by SLR but a question of when SLR will cause flooding and harm to various vital recreational, transportation, and ecological assets. These critical assets are not limited to but include a regional wastewater treatment plant, the eastern approach to the San Mateo-Hayward Bridge (State Route 92 [SR 92]), closed landfills, the San Francisco Bay Trail, the Hayward Shoreline Interpretive Center (HSIC), industrial properties, residential neighborhoods, and tidal marshes and managed ponds that support Bay species and provide other ecosystem services along the shoreline. If nothing is done to protect the vulnerable shoreline these assets will not only experience an increase in temporary flooding, they will be fully inundated in the future.

The California Ocean Protection Council Science Advisory Team’s updated report on SLR suggests that the Bay Area will very likely experience 12 inches of SLR by 2100 and could experience up to 10 feet of SLR by 2100 depending on rates of West Antarctic ice sheet loss (Rising Seas in California). Even a small amount of SLR with a king tide or extreme storm will result in significant flooding of critical assets along the Hayward Shoreline. If no effective adaptation measures are taken, under a 12-inch SLR scenario, which could occur as early as 2050, Cogswell Marsh, Triangle Marsh, and HARD Marsh are predicted to be fully inundated due to SLR.

The eight marshes along the shoreline provide natural flood protection for critical transportation assets such as the entrance to the SR 92 and the San Francisco Bay Trail. With rising sea levels and stronger storm events the San Francisco Bay Trail is being flooded two to three times annually. In addition to providing flood protection, the HSIC utilizes the marshes to educate Bay Area residents about the San Francisco Bay. Without planning for and implementing adaptation measures, many of the tidal marshes and managed wetlands will be inundated by 2050 and the Bay Trail will increasingly not be accessible to the thousands of visitors.

Since more than 50% of Hayward school children are in low income families, loss of these wetlands will cause this disadvantaged community to lose access to participate in the HSIC’s shoreline educational programs and they in turn will not be able to share what they learn about not polluting the Bay and creeks with others.

The Hayward Area Shoreline Planning Agency (HASPA), which is a joint powers authority including the City of Hayward, Hayward Area Recreation and Park District (HARD), and East Bay Regional Parks District (EBRPD, has already had two vulnerability assessments for the Shoreline completed that will help inform the Hayward Shoreline Master Plan ("Plan"). In 2010 a Preliminary Study was done that outlines four long-term adaptation strategies that can be implemented to protect critical assets in Hayward. Then, in 2014 the Hayward Resilience Study described specific vulnerabilities and suggested landscape-scale adaptation responses. The Hayward Resilience Study was an extension of the Adapting to Rising Tides Project, was led by BCDC in partnership with the NOAA Coastal Services Center and with assistance from ICLEI
Local Governments for Sustainability, Metropolitan Transportation Commission, and California Department of Transportation.

The Plan will build off these past studies and add to the research by studying how groundwater, rain, and other factors not included in past studies will increase flooding due to SLR in Hayward. Throughout the creation of the Plan, HASPA will collaborate with East Bay Dischargers (EBDA), Alameda County Flood Control and Water Conservation District (ACFCWCD), CA Fish and Wildlife to discuss opportunities for long-term multi-benefit shoreline protection approaches. In addition, HASPA will continue working with the Bay Area Adapting to Rising Tides regional working group. As HASPA creates the Plan it will consider how armoring Hayward will impact other cities in the Bay Area. SLR planning needs to incorporate county and state-wide cooperation. Studies are currently being done investigating the impact if certain counties protect themselves against SLR, how it could increase flooding in nearby counties. The Plan will focus on assets that will be impacted in the near-term and long-term and suggest implementation actions to protect these assets. Adaptation approaches will be evaluated on how flexible they are able to improve as time goes on to provide long-term resilience. The Plan will result in suggestions of how to implement adaptation efforts to protect and enhance resilience for vital transportation infrastructure including SR 92 and the Bay Trail, business and residential properties, and park and open space opportunities including the Bay Trail, Sky West Golf Course, Alden Oliver Sports Park, and the San Lorenzo Community Center and Park; enhancement of natural flood protection; and a long term strategy to protect the HSIC.

SLR is a slow impact that will be happen over time and HASPA is creating the Plan to prepare for and mitigate against this climate change impact. The Plan area is in Hayward, California, between Sulphur Creek and Alameda Creek along the eastern shoreline of the San Francisco Bay. The Plan will be used to evaluate how different adaptation actions can protect the shoreline in the short and long-term. HASPA intends to gather public input through interactive community workshops which will be a large contributing factor of the planning process. The Plan will contain conceptual designs that will later lead to implementation and development.

The scope of work shown below reflects the anticipated process and deliverables for the Plan. Although the scope of work and budget do not include the required California Environmental Quality Act (CEQA) analysis, HASPA will hire a CEQA consultant to complete an Environmental Impact Report (EIR). The EIR work will be performed after the development of the Plan but prior to adoption of the Plan because the analysis will depend on the content of the Plan. The time required to complete the CEQA process is built into the project timeline.

RESPONSIBLE PARTIES:

HASPA is a collaborative partnership of the City of Hayward, HARD and EBRPD. HASPA has been in existence since 1970 and renewed its joint powers agreement in 2015 with the expressed intent of addressing SLR. HASPA intends to use this project to expand on its long history of collaboration by working closely with a wide variety of local, regional, state, and federal agencies.

OVERALL PROJECT OBJECTIVES:
The product of this project will be a Hayward Shoreline Master Plan that includes:

- Models of SLR based on the most recently available climate science that projects anticipated inundation zones and threats to existing and future shoreline assets and identifies the characteristics of the communities most impacted by SLR.
- Creating and siting recommended shoreline zoning overlays to ensure future shoreline development is resilient to SLR.
- Identifying mitigation measures to protect natural and manmade shoreline resources against SLR.
- Identifying additional policy and programmatic recommendations for preventing future flooding resulting from SLR.

The short-term project goals and objectives beyond the main deliverables include:

- Increasing community understanding and awareness of climate change impacts through conversations about future sea levels and the mitigation actions necessary to protect the shoreline and adjacent communities.
- Improving community capacity to plan, prepare for, and adapt to SLR.
- Providing a platform for conversations with community members and decision makers about the costs, benefits, and tradeoffs of various mitigation actions.
- Creating a list of shovel-ready projects that can be funded by future grant opportunities.
- Developing a suite of SLR mitigation activities that have applicability to shorelines similar to Hayward’s in other parts of the Bay Area.

The expected outcomes will enhance Hayward’s resilience to the impacts of extreme weather and climate-related hazards including King Tides and storm surge. The Plan will consider protection or possible relocation of key assets and new policies and zoning regulations that will help to permanently protect properties and communities.

1. **Project Initiation**

**Task 1.1: Project Kick-off Meeting**

- HASPA will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. Meeting summary will be documented. Meeting summary will be documented.
- Responsible Party: HASPA

**Task 1.2: RFP for Consultant Services**

- The project will begin in October 2018 with the preparation and issuance of a Request for Proposals for planning consultant services. By January 2019, staff from the City, EBRPD, and HARD tasked with supporting the project will select and hire a consultant team to execute the planning process.
- Responsible Party: HASPA
Task 1.3 Meeting with Staff and Consultant Team
- The Consultant Team will participate in a meeting with City, EBRPD, and HARD staff to establish expectations, finalize timelines.
- Develop a comprehensive and diverse contact list of potential participants for personal and small group interviews that includes public officials, representatives from special districts and regional agencies, local community groups, service organizations, businesses, neighborhood groups, developers, local colleges, and other interest groups.
- Responsible Party: HASPA and Consultant

Task 1.4: Background Report Work
- Develop a survey instrument and protocol aimed at gathering key input while not posing a burden to respondents. The survey will employ open-ended questions which enable the interviewee to drive the process in a conversational style. This method is extremely effective at gathering accurate data and helping create a connection between the project and the community.
- Conduct individual and small group interviews throughout the community and follow up interviews on the phone and via email, as needed, to achieve the target minimum of twenty (20) interviews.
- Summarize the findings of the interviews in a Stakeholder Interview Summary, a concise memo that assesses the type or affiliation of participants in the interviews, number of interviews conducted, and responses to individual survey questions.
- Produce a final version of the Stakeholder Interview Summary, which will be appropriate for posting (excerpt or in its entirety) on the website, web page and/or on project-related social media.
- Responsible Party: Consultant

Task 1.5: Community Outreach Plan (COP)
- Develop a comprehensive Community Outreach Plan (COP) that 1) describes outreach objectives, 2) lists proposed meetings and events, and 3) establishes a tentative schedule.
- Prepare a draft COP for review and comment and finalize the document after one round of revisions.
- Responsible Party: Consultant

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<td>Stakeholder Interview Summary</td>
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<tr>
<td>1.5</td>
<td>Community Outreach Plan</td>
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2. Update Sea Level Rise Modeling and Mapping

Task 2.1: Model sea level rise with groundwater impacts and flooding from rainfall and waves.
- Create models of sea level rise along the Hayward shoreline that include adjusted floodplain and storm surge projections in addition to the most current expected rise in sea
level, which is necessary because current sea level rise projections do not factor in flooding impacts from storm surges.

- Create maps of the Hayward shoreline illustrating anticipated sea level rise and groundwater impacts (which have not been analyzed in current sea level rise studies), areas of expected permanent inundation and at-risk assets highlighting habitats, recreational areas, city-owned properties, infrastructure, healthcare resources, schools, businesses, and residences.
- Responsible Party: Consultant

**Task 2.2: Incorporate Overlays and Display on a Web Portal**
- Display new maps on a publicly accessible web portal and make them available for download for use as an educational tool and in service of community outreach efforts around the Shoreline Master Plan.
- Responsible Party: Consultant and City of Hayward GIS staff

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**3. Public Outreach**

**Task 3.1 Community Workshop #1**
- This workshop will introduce the project to the public, define project parameters, inform the community of project opportunities and constraints and solicit opinions from the community to shape Task 5.1, Develop Shoreline Master Plan Concept
- Responsible Party: HASPA & Consultant

**Task 3.2: Community Workshop #2**
- An interactive workshop that will use clicker technology, and maps to present the master plan concept alternatives. Community will decide on some preferred alternatives. Continue to solicit feedback from the community to shape Task 5.4, Draft Hayward Shoreline Master Plan
- Responsible Party: HASPA & Consultant

**Task 3.3: On-line Comment Forum**
- The Consultant Team will employ an on-line comment forum, such as Open Town Hall or MySidewalk, to supplement the results of the second community workshop and gather input on the Preferred Alternative. This tool will make it easier for residents to participate in the process, provide another avenue to solicit feedback, and help to cast a wider net to gather input.
- Responsible Party: HASPA & Consultant

**Task 3.4: Community Workshop #3**
- Present Draft Design Concept and Report and continue to solicit feedback for public comments to shape Task 5.4, Draft Hayward Shoreline Master Plan and Task 5.6, Final Hayward Shoreline Master Plan
• Responsible Party: HASPA & Consultant

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4. **Develop Adaptation Responses**

**Task 4.1: Develop Goals and Policies**
- Review preliminary goals and vision for the Master Plan and incorporate community feedback from Workshop #1.
- Responsible Party: HASPA & Consultant

**Task 4.2: Develop Adaptation Strategies**
- Develop draft adaptation strategies for the identified key planning issues from past vulnerability assessments (Hayward Resilience Study, Preliminary Report) to address underlying vulnerabilities.
- For each adaptation action the consultant will provide a variety of implementation actions.
- Responsible Party: HASPA & Consultant

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5. **Draft Shoreline Master Plan and Maps**

**Task 5.1: Develop Shoreline Master Plan Concept**
- Based on the existing conditions report and the community input from Workshop #1, a Shoreline Master Plan concept will be developed. The Consultant Team will prepare an illustrated Administrative Draft Master Plan for Staff review and comment.
- The Consultant Team will develop an Adaptation Implementation Plan that identifies feasible actions HASPA can take to implement the adaptation plan.
- Responsible Party: Consultant

**Task 5.2: Formulate Alternatives Based on Community Feedback**
- The Consultant Team will prepare a Preferred Alternative Framework. The Preferred Alternative will provide the foundation for Master Plan content, including policies and implementation actions. The Framework will describe the Preferred Alternative, guiding principles, and potential development intensities. The Framework will consist primarily of maps, graphics, and images. The alternatives will be prepared and presented at Community Workshop #2.
- Responsible Party: Consultant
Task 5.3 Hold Work Session for HASPA and Other City of Hayward Staff
- The Consultant Team will work with HASPA TAC staff to prepare and hold a work session for HASPA and other City of Hayward Staff
- Responsible Party: Consultant

Task 5.4: First Draft Master Plan
- Based on the preferred design alternative chosen in Workshop #2, a draft report will be prepared. The draft report will be presented at Workshop #3 for public comment.
- Responsible Party: Consultant

Task 5.5: Identify Potential Funding Sources
- Funding sources for projects and improvements may include public bonds, tax credit allocations, grants, and community foundation resources, and contributions from HASPA members.
- Responsible Party: Consultant

Task 5.6: Second Draft Master Plan (Public Review)
- The Consultant Team will prepare a Public Review Draft Master Plan and Code (including maps) based on input from the Task Force, Staff, and public meetings.
- Responsible Party: HASPA & Consultant

Task 5.7: Third Draft Master Plan
- HASPA work session. Four hard copies and four electronic copies of the final report will be submitted to Caltrans. Credit of the financial contribution of the grant program will be credited on the cover of the report.
- Responsible Party: Consultant

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6. HASPA Adoption of Final Plan

Task 7.1: Prepare HASPA Staff Report
- HASPA will prepare a staff report.
- Responsible Party: HASPA

Task 7.2: Hold Hearings with HASPA, Hayward City Council, HARD Board of Directors, and EBRPD Board of Directors
• The Consultant Team will prepare for and attend one public meeting before the City Council to present the Final Master Plan and Code for adoption and EIR for certification. The Consultant Team will prepare a brief PowerPoint presentation and, with assistance from HASPA staff and facilitate a discussion with the Trustees on the Final Master Plan, Code, and EIR.
• Responsible Party: HASPA & Consultant

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7. Fiscal Management

Task 8.1: Invoicing
• Submit complete invoice package to Caltrans district staff based on milestone completion at least quarterly.
• Responsible Party: HASPA

Task 8.2: Quarterly Reports
• Submit quarterly reports to Caltrans district staff providing a summary of project progress and grant/local match expenditures
• Responsible Party: HASPA

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# PROJECT BUDGET & TIMELINE

## Hayward Shoreline Master Plan

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<td>Community Workshop</td>
<td>25%</td>
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<tr>
<td>2</td>
<td>Update Sea Level Rise Modeling and Mapping</td>
<td>Consultant</td>
<td>$30,000</td>
<td>$26,000</td>
<td>$4,000</td>
<td>Sea level rise impacts and flooding from rainfall and waves</td>
<td>New sea level rise maps and display on web portal</td>
<td>Stakeholder Interview Summary</td>
<td>Community Workshop</td>
<td>25%</td>
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<td>2.1</td>
<td>Update Sea Level Rise Modeling and Mapping</td>
<td>Consultant</td>
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<td>$1,500</td>
<td>Sea level rise impacts and flooding from rainfall and waves</td>
<td>New sea level rise maps and display on web portal</td>
<td>Stakeholder Interview Summary</td>
<td>Community Workshop</td>
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<td>3</td>
<td>Public Outreach</td>
<td>HASPA</td>
<td>$3,000</td>
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<td>Public Outreach</td>
<td>Community Workshop</td>
<td>Stakeholder Interview Summary</td>
<td>Community Workshop</td>
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<tr>
<td>3.1</td>
<td>Community Workshop #1</td>
<td>HASPA, Civic Spark Fellow</td>
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<td>$500</td>
<td>Public Outreach</td>
<td>Community Workshop</td>
<td>Stakeholder Interview Summary</td>
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<td>3.2</td>
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<td>HASPA, Civic Spark Fellow</td>
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<td>Community Workshop</td>
<td>Stakeholder Interview Summary</td>
<td>Community Workshop</td>
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<tr>
<td>3.3</td>
<td>Community Workshop #3</td>
<td>HASPA, Civic Spark Fellow</td>
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<td>Public Outreach</td>
<td>Community Workshop</td>
<td>Stakeholder Interview Summary</td>
<td>Community Workshop</td>
<td>25%</td>
<td>25%</td>
</tr>
<tr>
<td>4</td>
<td>Develop Goals and Policies</td>
<td>HASPA, Civic Spark Fellow</td>
<td>$30,000</td>
<td>$28,500</td>
<td>$1,500</td>
<td>Public Outreach</td>
<td>Stakeholder Interview Summary</td>
<td>Stakeholder Interview Summary</td>
<td>Community Workshop</td>
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<tr>
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<td>Develop Goals and Policies</td>
<td>HASPA, Civic Spark Fellow</td>
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<td>Public Outreach</td>
<td>Stakeholder Interview Summary</td>
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<td>Community Workshop</td>
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<tr>
<td>4.2</td>
<td>Develop Goals and Policies</td>
<td>HASPA, Civic Spark Fellow</td>
<td>$15,000</td>
<td>$13,500</td>
<td>$1,500</td>
<td>Public Outreach</td>
<td>Stakeholder Interview Summary</td>
<td>Stakeholder Interview Summary</td>
<td>Community Workshop</td>
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<tr>
<td>5</td>
<td>Draft Shoreline Master Plan and Maps</td>
<td>Consultant</td>
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<td>$135,000</td>
<td>$25,000</td>
<td>Public Outreach</td>
<td>Stakeholder Interview Summary</td>
<td>Stakeholder Interview Summary</td>
<td>Community Workshop</td>
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</tr>
<tr>
<td>5.1</td>
<td>Draft Shoreline Master Plan and Maps</td>
<td>Consultant</td>
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<td>Public Outreach</td>
<td>Stakeholder Interview Summary</td>
<td>Stakeholder Interview Summary</td>
<td>Community Workshop</td>
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<td>5.2</td>
<td>Draft Shoreline Master Plan and Maps</td>
<td>Consultant</td>
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<td>Public Outreach</td>
<td>Stakeholder Interview Summary</td>
<td>Stakeholder Interview Summary</td>
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<td>5.3</td>
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<td>Consultant</td>
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<td>Public Outreach</td>
<td>Stakeholder Interview Summary</td>
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<td>5.4</td>
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<td>$25,000</td>
<td>Public Outreach</td>
<td>Stakeholder Interview Summary</td>
<td>Stakeholder Interview Summary</td>
<td>Community Workshop</td>
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<td>5.5</td>
<td>Draft Shoreline Master Plan and Maps</td>
<td>Consultant</td>
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<td>Public Outreach</td>
<td>Stakeholder Interview Summary</td>
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<td>Community Workshop</td>
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<td>6</td>
<td>Public Outreach</td>
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<td>Public Outreach</td>
<td>Community Workshop</td>
<td>Stakeholder Interview Summary</td>
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<td>6.1</td>
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<td>Public Outreach</td>
<td>Community Workshop</td>
<td>Stakeholder Interview Summary</td>
<td>Community Workshop</td>
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<td>6.2</td>
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<td>Public Outreach</td>
<td>Community Workshop</td>
<td>Stakeholder Interview Summary</td>
<td>Community Workshop</td>
<td>25%</td>
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<td>$6,000</td>
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<td>Fiscal Management</td>
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<td>Executive Director, Finance</td>
<td>Executive Director, Finance</td>
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</tbody>
</table>

**Total** $509,000 | 25.6%

Reimbursement of indirect costs is allowable upon approval of an Indirect Cost Allocation Plan for each year of project activities. Provide rate if indirect costs are included in the project budget. Approved Indirect Cost Rate: ______%

Note: Each task must contain a grant amount and a local cash match amount. Local cash match must be proportionally distributed by the same percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements. The project timeline must be consistent with the scope of work.
Note: Numbers denote the first sea level rise scenario that results in inundation (in inches above MHHW).
February 12, 2018

Jay Lee, Associate Planner
Hayward Area Shoreline Planning Agency
City of Hayward
777 B Street
Hayward, CA 94554

SUBJECT: Caltrans Adaptation Planning Grant from Senate Bill 1
The Road Repair and Accountably Act of 2017

Dear Mr. Lee:

On behalf of the San Francisco Bay Conservation and Development Commission (BCDC) Adapting to Rising Tides Program, I am writing to express my strong support for the Hayward Area Shoreline Planning Agency’s (HASPA’s) application for the California Department of Transportation (Caltrans) Adaptation Planning Grant. The Commission recognizes the critical need to plan for rising sea levels in the San Francisco Bay, and for adaptation planning processes at all scales.

The Hayward Shoreline is vulnerable to inundation by SLR and coastal storm surge that could impact critical infrastructure and resources such as the eastern approach to the Hayward-San Mateo Bridge, the Bay Trail including the pedestrian bridge over State Route 92, the Hayward Shoreline Interpretive Center, regional wastewater infrastructure, closed landfills, tidal marshes and managed ponds that support Bay species and provide other ecosystem services along the shoreline.

Without climate adaptation planning, critical transportation systems along the Hayward Shoreline will be vulnerable to flooding from SLR and coastal storm surge. The Hayward Shoreline Resilience Study, carried out by BCDC’s Adapting to Rising Tides (ART) team in collaboration with HASPA, revealed that the entrance to the Hayward-San Mateo Bridge is at risk of flooding due to sea level rise. The recently released Caltrans Climate Change Vulnerability Assessment for District 4 validated this finding. HASPA’s Shoreline Master Plan will address this vulnerability by looking at SR 92 and surrounding areas, including regional mobility and the result in increased congestion on alternate routes.
The Hayward Shoreline Master Plan is a great fit for the Caltrans Adaptation Planning Grant. This collaborative planning effort will enable adaptation efforts that enhance the resiliency of the transportation system to help protect against climate impacts.

HASPA has shown a great commitment to protecting communities and other assets from future inundation due to sea-level rise. HASPA was one of the first local agencies in the country to address sea level rise with its 2010 report “Preliminary Study of the Effect of Sea Level Rise on the Hayward Shoreline” and has since collaborated with the Commission on additional adaptation studies. HASPA is well positioned to leverage preliminary planning work and partnerships to advance resilience work through this grant.

We look forward to collaborating with HASPA on this important planning effort, the Hayward Shoreline Master Plan, and I strongly support HASPA’s proposal.

Sincerely,

CAREY BATHA
Program Manager
Adapting to Rising Tides
February 5, 2018

Hayward Area Shoreline Planning Agency  
c/o Jay Lee, Associate Planner  
City of Hayward  
777 B Street  
Hayward, CA 94554

RE: Caltrans Adaptation Planning Grant from Senate Bill 1 - The Road Repair and Accountability Act of 2017

Dear Mr. Lee:

On behalf of Bike East Bay, I am writing to express my support for the Hayward Area Shoreline Planning Agency’s (HASPA’s) application for the California Department of Transportation (Caltrans) Adaptation Planning Grant. Bike East Bay values the unique opportunities the San Francisco Bay Trail present in terms of green transportation and recreation, and know that to preserve it, we need to plan for resilience in the face of sea level rise (SLR).

The Hayward Shoreline is vulnerable to inundation by SLR and coastal storm surge that could impact critical infrastructure such as the eastern approach to the Hayward-San Mateo Bridge (State Route 92 [SR 92]), the Bay Trail including the pedestrian bridge over SR-92, the Hayward Shoreline Interpretive Center, regional wastewater infrastructure, closed landfills, tidal marshes and managed ponds that support Bay species and provide other ecosystem services along the shoreline.

Without climate adaptation planning, critical transportation systems along the Hayward Shoreline will be vulnerable to flooding from SLR and coastal storm surge. The recently released Caltrans Climate Change Vulnerability Assessment for District 4 highlighted that the entrance to the Hayward-San Mateo Bridge is at risk of flooding due to sea level rise. HASPA’s Shoreline Master Plan will address this vulnerability by looking at SR 92 and surrounding areas, including regional mobility and the result in increased congestion on alternate routes.

The Hayward Shoreline Master Plan is a great fit for the Caltrans Adaptation Planning Grant.
This collaborative planning effort will enable adaptation efforts that enhance the resiliency of the transportation system to help protect against climate impacts. HASPA has shown a great commitment to protecting communities and other assets from future inundation due to sea-level rise. HASPA was one of the first local agencies in the country to address sea level rise with its 2010 report “Preliminary Study of the Effect of Sea Level Rise on the Hayward Shoreline” and has since collaborated with the Bay Conservation and Development Commission on additional adaptation studies. I strongly support the Hayward Area Shoreline Planning Agency’s proposal to protect the area, including the Bay Trail, from the effects of climate change.

Thank you for supporting this important project.

Sincerely,

[Signature]

Dave Campbell
Advocacy Director
NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California )
) ss.
County of____________) 

________________________, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder as not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

*NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID*

NAME OF BIDDER: ________________________________

AUTHORIZED REPRESENTATIVE ________________________________

SIGNATURE ________________________________

PRINT NAME: ________________________________

________________________________

ADDRESS: ____________________________________________

________________________________

________________________________
City of Hayward Professional Services
Agreement

AGREEMENT BETWEEN THE CITY OF HAYWARD
AND _______ & _______

THIS AGREEMENT, dated for convenience this ___ day of ____, is by and
between ________________________ , (“Contractor”) and the CITY OF HAYWARD, a public
body of the State of California (“City”);

RECITALS:

WHEREAS, Contractor is specially trained, experienced, and competent to perform
the special services which will be required by this agreement; and

WHEREAS, Contractor is willing to render such as defined in those specifications
entitled Banking Services, dated (month) (date), 201X.

NOW, THEREFORE, Contractor and the City agree as follows:

AGREEMENT:

Scope of Service. Subject to the terms and conditions set forth in this agreement,
Contractor shall provide to City with Banking Services as described in the Specifications for
Banking Services. Contractor shall provide said services at the time, place and in the
manner specified therein.

Compensation. City hereby agrees to pay Contractor: the prices and amounts
set forth on the "Bid Form", as submitted by the Contractor in response to the City’s
Request for Proposal for Banking Service. This schedule of compensation shall remain in
effect for the initial term of this agreement. If the term of this agreement is extended, the
schedule of compensation may be amended upon mutual consent of the City and
Contractor.

Effective Date and Term. The effective date of this agreement is _____-
____________________, and it shall terminate no later than (month) (date), 201X.

Independent Contractor Status. It is expressly understood and agreed by both
parties that Contractor, while engaged in carrying out and complying with any of the terms
and conditions of this agreement, is an independent contractor and not an employee of the
City. Contractor expressly warrants not to represent, at any time or in any manner, that
Contractor is an employee of the City.

Billings. Contractor shall submit invoices to the City describing its services and
costs in the manner set forth in the Specifications for Banking Services. [Language in this
section depends upon means of compensation specified in section (2) above]. For example,
"Consultant shall submit monthly bills to the City describing its services and costs provided
during the previous month. Except as specifically authorized by City, Consultant shall not
bill City for duplicate services performed by more than one person. Consultant’s monthly
bills shall include the following information to which such services or costs pertain: a brief
description of services performed, the date the services were performed, the number of
hours spent and by whom, and a brief description of any costs incurred, and the
Consultant’s signature."

Advice and Status Reporting. Contractor shall provide the City with timely advice of all
significant developments arising during performance of its services hereunder orally or in
writing.

Designation of Primary Provider of Services. This agreement contemplates the
services of ________. The primary provider of the services called for by this agreement
shall be ________, who shall not be replaced without the written consent of City’s
Purchasing Manager.

Assignment of Personnel. Contractor shall assign only competent personnel to
perform services pursuant to this agreement. In the event that City, in its sole discretion, at
any time during the term of this agreement, desires the removal of any such persons,
Contractor shall, immediately upon receiving notice from City of such desire of City, cause
the removal of such person or persons.

Assignment and Subcontracting. It is recognized by the parties hereto that a
substantial inducement to City for entering into this agreement was, and is, the professional
reputation and competence of Contractor. Neither this agreement nor any interest therein
may be assigned by Contractor without the prior written approval of City’s Purchasing
Manager. Contractor shall not subcontract any portion of the performance contemplated
and provided for herein without prior written approval of the City’s Purchasing Manager.

Insurance. On or before beginning any of the services or work called for by any
term of this agreement, Contractor, at its own cost and expense, shall carry, maintain for the
duration of the agreement, and provide proof thereof that is acceptable to the City the
insurance specified in subsections (a) through (c) below with insurers and under forms of
insurance satisfactory in all respects to the City. Contractor shall not allow any
subcontractor to commence work on any subcontract until all insurance required of the
Contractor has also been obtained for the subcontractor.

(a) Workers’ Compensation. Statutory Workers’ Compensation Insurance and Employer’s
Liability insurance for any and all persons employed directly or indirectly by Contractor
shall be provided with limits not less than one million dollars. In the alternative, Contractor
may rely on a self-insurance program to meet these requirements so long as the program of
self-insurance complies fully with the provisions of the California Labor Code. The insurer,
if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall
waive all rights of subrogation against the City for loss arising from work performed under
this agreement.

(b) Commercial General and Automobile Liability. Contractor, at Contractor’s own cost and
expense, shall maintain commercial general and automobile liability insurance for the
period covered by this agreement in an amount not less than one million dollars per
occurrence, combined single limit coverage for risks associated with the work contemplated
by this agreement. If a Commercial General Liability Insurance or an Automobile Liability
form or other form with a general aggregate limit is used, either the general aggregate limit
shall apply separately to the work to be performed under this agreement or the general
aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement, including the use of owned and non-owned automobiles. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

(i) City, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured’s general supervision of Contractor; products and completed operations of Consultant; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents, or volunteers.

(ii) The insurance shall cover on an occurrence basis, and not on the basis of an accident or claims made.

(iii) The insurance must cover personal injuries as well as bodily injuries. Any exclusion of contractual liability in personal injury provisions of the policy or any endorsement to it must be eliminated.

(iv) The insurance must cover complete contractual liability. This may be provided by amending the definition of "incidental contract" to include any written agreement.

(v) Any explosion, collapse, and underground property damage exclusion must be deleted.

(vi) An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.

(vii) The policy must contain a cross liability or severability of interests clause.

(viii) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

(ix) Broad form property damage liability must be afforded. A deductible that does not exceed $25,000 may be provided.

(x) Insurance is to be placed with California- admitted insurers with a Best’s rating of no less than B:XI.

(xi) Notice of cancellation or non-renewal must be received by City at least thirty days prior to such change.

(c) Professional Liability. Contractor, at Contractor’s own cost and expense, shall maintain for the period covered by this agreement professional liability insurance for licensed
professionals performing work pursuant to this agreement in an amount not less than one million dollars covering the licensed professionals’ errors and omissions, as follows:

(i) Any deductible shall not exceed $100,000 per claim.

(ii) Notice of cancellation or non-renewal must be received by the City at least thirty days prior to such change.

(iii) If the professional liability coverages are written on an occurrence form, the policy must contain a cross liability or severability of interest clause.

(iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:

1. The retroactive date of the policy must be shown and must be before the date of the agreement.

2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work.

3. If coverage is canceled or not renewed and it is not replaced with another claim made policy form with a retroactive date that precedes the date of this agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the agreement or the work.

4. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this agreement.

(d) Deductibles and Self-Insured Retentions. During the period covered by this agreement, upon express written authorization of City’s City Attorney, Contractor may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Contractor may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Contractor procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the agreement is reduced, limited, or materially affected in any other manner; Contractor shall provide written notice to City at Contractor’s earliest possible opportunity and in no case later than five days after Contractor is notified of the change in coverage.

(f) In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

(i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
(ii) Order Contractor to stop work under this agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof;

(iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Contractor’s failure to maintain insurance or secure appropriate endorsements.

**Indemnification - Contractors’ Responsibility.** It is understood and agreed that Contractor has the experience, necessary to perform the work agreed to be performed under this agreement, that City relies upon the skills of Contractor to do and perform Contractor’s work in a skillful manner, and Contractor thus agrees to so perform the work.

Acceptance by City of the work performed under this agreement does not operate as a release of said Contractor from such professional responsibility for the work performed. It is further understood and agreed that Contractor is apprised of the scope of the work to be performed under this agreement and Contractor agrees that said work can and shall be performed in a fully competent manner.

Other than in the performance of professional services by a design professional, which law shall be solely as addressed in subparagraph (c) above, and to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City, its officers, employees, agents, and volunteers, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) arising out of the performance of this Agreement by Contractor, its officers, employees, agents, and sub-consultants, excepting only that resulting from the sole negligence, active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its employees, agents, or subcontractors by federal or state law, Contractor warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

**Nondiscrimination.** Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis. All nondiscrimination rules or regulation required by law to be included in the Agreement are incorporated by this reference.
Termination. This agreement may be cancelled at any time by City for its convenience upon written notification to Contractor. In the event of termination, the Contractor shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the City may condition payment of such compensation upon Contractor’s delivery to the City of any or all documents, materials provided to Contractor or prepared by or for Contractor or the City in connection with this agreement.

Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Contractor:

To the City: City Manager
Hayward City Hall
777 B Street, 4th Floor
Hayward, CA 94541-5007

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this agreement shall be the property of the City at the moment of their completed preparation.

Amendments. This agreement may be modified or amended only by a written document executed by both Contractor and City’s City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

Abandonment by Contractor. In the event the Contractor ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Contractor shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

Waiver. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

No Third-party Rights. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.
Severability. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

Compliance with Laws. In the performance of this agreement, Contractor shall abide by and conform to any and all applicable laws of the United States, the State of California, and the City Charter and Ordinances of City.

Contractor warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.

Conflict of Interest. Contractor warrants and covenants that the principal provider(s) of services presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. If any principal provider of services is a "Contractor" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with the City's local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise; principal provider of services shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this agreement.

Nuclear Free Hayward. Consultant agrees to comply with the requirements imposed by Ordinance No. 87-024 C.S., establishing a "Nuclear Free Hayward." An executed copy of the Affirmation of Non-Involvement in the Development or Production of Nuclear Weapons is attached hereto as Exhibit B and made a part hereof.

Copyright. Upon City's request, Contractor shall execute appropriate documents to assign to the City the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to Contractor or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

Time is of the Essence. Contractor agrees to diligently prosecute the services to be provided under this agreement to completion and in accordance with any schedules specified herein. In the performance of this agreement, time is of the essence.

Whole Agreement. This agreement has ten pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of City’s City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Contractor has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

CONTRACTOR:

[Insert Name]

By: __________________________

Its: __________________________

Dated: _________________________

CITY OF HAYWARD

Recommended by:

By: __________________________

______________________________

ALEX AMERI
Director of Utilities and Environmental Services

______________________________

KELLY McADOO
City Manager

Dated: _________________________

Approved as to form:

______________________________

Attest: _________________________

______________________________

MICHAEL LAWSON
City Attorney

______________________________

MIRIAM LENS
City Clerk

Attachments:

Exhibit D: Affirmation on Non-Involvement in Development of Production of Nuclear Weapons (one page)

Exhibit E: General Provisions for Purchases of Work and Services (4 pages)
AFFIRMATION ON NON-INVOLVEMENT IN DEVELOPMENT OF
PRODUCTION OF NUCLEAR WEAPONS

The undersigned hereby certifies:

That it understands that City of Hayward Ordinance No.87024 C.S. prohibits award of contract to, or purchase of goods or services from, "any person which is knowingly or intentionally engaged in the development or production of nuclear weapons."

That it understands the ordinance defines "Nuclear Weapon" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei."

That it understands the ordinance defines "Person" as "any person, Private Corporation, institution or other entity..."

As the owner or company official of the firm identified below, I affirm that this company is not knowingly or intentionally engaged in such development or production.

__________________________________________________________________________
__________________________________________________________________________

Print/Type Company Name                                               Print/Type Official Name & Title

__________________________________________________________________________

Company Address                                                      Signature of Company Official

__________________________________________________________________________

City/State/Zip Code                                                   Date