



January 15, 2021

The Honorable Board of Directors
County Administration Building
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

SUBJECT: APPROVE A STANDARD SERVICES AGREEMENT BETWEEN THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND GIGANTIC IDEA STUDIO, INC. TO PROVIDE MUNICIPAL REGIONAL STORMWATER PERMIT COMPLIANCE SERVICES TO THE DISTRICT ON BEHALF OF THE ALAMEDA COUNTYWIDE CLEAN WATER PROGRAM

Dear Board Members:

RECOMMENDATION:

Approve a Standard Services Agreement (Procurement Contract No. 21493) with Gigantic Idea Studio, Inc. (Principal: Lisa Duba; Location: Oakland) to provide Municipal Regional Stormwater Permit Compliance (MRP) Services to the Alameda County Flood Control and Water Conservation District on behalf of the Alameda Countywide Clean Water Program for the period 02/02/21 to 10/31/25 in the total not-to-exceed amount of \$1,200,000.

DISCUSSION/SUMMARY:

The Alameda Countywide Clean Water Program (ACCWP) is a storm water management consortium comprising the County, the 14 cities within the County, the Alameda County Flood Control and Water Conservation District (District), and Zone 7 of the District. The ACCWP was established in 1991 through a Memorandum of Agreement, which was approved by the elected bodies representing each of the member agencies. The ACCWP was created to assist the member agencies in complying with federal and state requirements that public agencies reduce the discharge of pollutants entering municipal storm drain systems. The District acts as Program Manager and Treasurer for ACCWP.

Gigantic Idea Studio, Inc. has been selected to provide MRP compliance services in the areas of Public Outreach (Provision C.7; C.9.e. ii. (2) and (3); and C.11.e) and Our Water Our World (OWOW) Point-of-Purchase campaign. Approval of this contract will allow the member agencies to meet requirements in their current five-year MRP issued by the California Regional Water Quality Control Board-San Francisco Bay Region, and reissuance of their MRP that is scheduled to occur during the five year contract term.

SELECTION CRITERIA PROCESS:

A qualifications-based selection method was followed in accordance with Government Code Sections 4525-4529.5 for selecting professional environmental firms. In addition, firms were also required to either meet

the definition of a small, local, or emerging business (SLEB) or subcontract a minimum 20 percent of the estimated contract amount with a SLEB or SLEBs.

A Request for Proposal (RFP) was issued on April 24, 2020 and mailed and emailed to all consultants providing consulting services identified in the County SLEB and the Public Works Agency databases. The RFP was also posted on the ACPWA's website for 30 days. A Pre-Submittal Conference was held on May 13, 2020. Twenty-two (22) consulting firms attended. Seven consulting firms submitted proposals. Upon evaluation of the submittals, five firms were short-listed and subsequently participated in oral interviews held on June 26, 2020. A selection committee of ACCWP member agency staff evaluated and rated the consultants' proposals and oral interviews. Evaluation criteria included relevant experience, qualifications, written proposal/oral presentation and interview, level of SLEB participation, and overall approach to service delivery for one or more of the eight Service Areas included in the RFP (see Attachment 1).

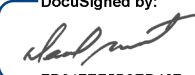
Based on the proposal evaluation and the oral interviews, the top ranked firm was selected for each Service Area based on ability judged to best deliver some or all of the tasks comprising that Service Area. All five of the awarded firms are SLEB certified and were selected to enter into contract negotiations with the District for at least one Service Area. Gigantic Idea Studio, Inc. (SLEB # 04-90636, expiring 05/31/2021) was selected for Service Areas 4a: Public Outreach (Provision C.7; C.9.e. ii. (2) and (3); and C.11.e) and 4b: Our Water Our World (OWOW) Point-of-Purchase campaign. This contract is the last of the five contracts generated from the selection of consultants from the April 24, 2020 RFP.

FINANCING:

Funding for the first year of this contract is included in the Alameda County Flood Control District Flood Fund in Fiscal Year 2020-2021 Approved Budget, and future contract funding will be requested in subsequent budget years. There will be no impact to the County General Fund, and no increase in net County cost as a result of this action.

VISION 2026 GOAL:

The execution of the Agreement with Gigantic Idea Studio, Inc. to provide municipal stormwater permit compliance services will help to prevent and eliminate the presence of environmental contaminants in our communities and ultimately lead to the achievement of the County's shared visions of a **Healthy Environment** and **Safe and Livable Communities**.

Yours truly,
DocuSigned by:

FD817EF5B3ED467...

Daniel Woldesenbet, Ph.D., P.E.
Director of Public Works

Attachment

cc: Susan Muranishi, County Administrator
Clerk of the Board
Melissa Wilk, Auditor - Controller
Kathy Lee, Deputy County Counsel
Jennifer Schulz, County Administrator's Office

Attachment 1

Municipal Regional Stormwater Permit Compliance Services Summary of Consultants Selected and Service Area Awarded

Prime Firm	Location	Not to Exceed Five-Year Contract Limit	SLEB Cert. #	Service Areas Awarded*
Applied Marine Sciences, Inc.	Livermore	\$3,000,000	05-90724	5
EOA, Inc.	Oakland	\$300,000	03-90299	3, 6
Gigantic Idea Studio, Inc.	Oakland	\$1,200,000	04-90636	4A, 4B
Horizon Water and Environment, LLC	Oakland	\$300,000	09-00046	1
Larry Walker Associates	Oakland	\$1,800,000	12-00092	2, 7

***Service Areas included in the RFP**

1. Municipal Operations and Pesticide Toxicity
2. New Development and Construction Site Control
3. Industrial and Commercial Site Control, Illicit Discharge Detection and Elimination, Exempted and Conditionally Exempted Discharges
- 4A. Public Outreach (Provision C.7; C.9.e. ii. (2) and (3); and C.11.e)
- 4B. Our Water Our World (OWOW) Point-of-Purchase campaign
5. Water Quality Monitoring
6. Trash
7. Pollutants of Concern

STANDARD SERVICES AGREEMENT

This Agreement, dated as of February 2, 2021, is by and between the Alameda County Flood Control and Water Conservation District, hereinafter referred to as the “District”, and Gigantic Ideas Studio, Inc., hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, District desires to obtain Municipal Regional Permit (MRP) Compliance Services which are more fully described in Exhibit A hereto (“MRP Compliance Services”); and

Whereas, District is administering this contract as fiscal agent of the Alameda County Clean Water Program, which includes District, County of Alameda, City of Alameda, City of Albany, City of Berkeley, City of Dublin, City of Emeryville, City of Fremont, City of Hayward, City of Livermore, City of Oakland, City of Newark, City of Piedmont, City of Pleasanton, City of San Leandro, Union City, Zone 7 Water Agency (collectively “Program Members”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to Program Members; and

Now, therefore it is agreed that District does hereby retain Contractor to provide MRP Compliance Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contract Compliance Reporting Requirements
- Exhibit F The Iran Contracting Act (ICA) of 2010


The term of this Agreement shall be from February 2, 2021 through October 31, 2025.


The compensation payable to Contractor hereunder shall not exceed *One Million Two Hundred Thousand Dollars (\$1,200,000)* for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Gigantic Ideas Studio, Inc.

By: 

By: 
Signature

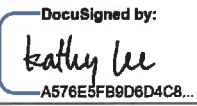
Title: President of the Board of Supervisors

Name: Lisa Duba
(Printed)

Title: President

Date: 1/11/2021 | 4:23 PM PST

Approved as to Form:
Donna R. Ziegler, County Counsel

By: 
Kathy Lee, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the District in any capacity whatsoever, and District shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold District harmless from any and all liability which District may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of District.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of District is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the District agency concerned.

Notwithstanding the foregoing, if the District determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, District may upon two weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the District, the Program Members, their governing bodies, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The District or Program Members may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to District or any Program Member, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of District, Contractor shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the District maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The District and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the District, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to District. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the District before District's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from District any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold District harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to District a written report, in such form as may be required by District of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of District's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public

safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the District and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the District, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the District and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by District to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the District and any assignee of the District an express royalty – free license to retain and use said Documents and Materials. The District's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the District the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the District harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the District harmless from any claims for infringement of patent or copyright arising out of such selection. The District's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the District that Contractor has no present, and will have no future, conflict of interest between providing the services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the District, as determined in the reasonable judgment of the Board of Supervisors of the District.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this

Agreement for the District will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the District by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the District hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To District: ALAMEDA COUNTY PUBLIC WORKS AGENCY
399 Elmhurst Street
Hayward, CA 94544
Attn: James Scanlin

To Contractor: Gigantic Ideas Studio, Inc.
580 2nd Street, Suite 230
Oakland, CA 94607
Attn: Lisa Duba

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF DISTRICT PROPERTY:** Contractor shall not use District property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the District, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the District, Contractor shall provide the District with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the District's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any District facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a District facility or work site, the Contractor within five days thereafter shall notify the head of the District department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the District, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the District, and shall furnish to the District, its authorized agents, officers or employees such other evidence or information as the District may require with regard to any such expenditure or disbursement charged by the Contractor.
- The Contractor shall maintain full and adequate records in accordance with District requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the District, make such books and records available to the District for inspection at a location within County or Contractor shall pay to the District the reasonable, and necessary costs incurred by the District in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The District further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the District, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the District makes the final or last payment or within three (3) years after any pending issues between the District and Contractor with respect to this Agreement are closed, whichever is later.
18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to District for its inspection and use during the term of this Agreement,

all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by District), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the District's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The District has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the District should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its MRP Compliance Services shall not exceed \$1,200,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the District within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. District will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide District ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the District that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a

waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between District and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of District, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of District in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time District believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, District may request from Contractor prompt written assurances of performance and a written plan acceptable to District, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of District's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the District's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without District's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to District under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless District of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. District will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without District's prior written consent, to any settlement, which would require District to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend District pursuant to this Section 33 and fails to do so after reasonable notice from District, District may defend itself and/or settle such proceeding, and Contractor shall pay to District any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with District's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for District the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, District retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide On-Call Municipal Regional Stormwater Permit Consulting Services (“MRP Services”) in the following Areas of Service, which were identified as areas four a (4a) and four b (4b) in the Request for Proposal (“RFP”) issued April 24, 2020 by the District on behalf of the Alameda Countywide Clean Water Program (ACCWP). The relevant requirements and tasks for these areas of service, as listed in the RFP, are attached hereto as Exhibit A-1. The Contractor shall provide on-call services in the following Areas of Service

No. 4a) Public Outreach: Provision C.7; C.9.e.ii.(2) and (3); and, C.11.e)

No. 4b) Our Water Our World: Point of Purchase Campaign

Contractor will provide on-call MRP Services in these two areas of service to assist in administering and implementing ACCWP’s activities and other tasks needed to comply with the five-year stormwater discharge permit (“Municipal Regional Stormwater Permit” or “MRP”) issued to the Program Members by the California Regional Water Quality Control Board, San Francisco Bay Region (RWQCB). These activities may include, but are not limited to, the list of tasks in Exhibit A-1.

2. Work by Contractor may only be initiated after an appropriate task-specific Action Plan, with included task budget and timeline, has been approved in writing by District. Preparation of an Action Plan will be under the direction of the District in accordance with the objectives and funding allocations of annual ACCWP workplans. Contractor must obtain prior written authorization from District before exceeding any task budget.

Approved Key Personnel

Gigantic Ideas Studio, Inc.
Lisa Duba

Plant Harmony
Suzanne Bontempo

EXHIBIT A-1

SPECIFIC REQUIREMENTS AND DELIVERABLES

The references to the MRP Provisions below are based on NPDES Permit Number CAS612008 (“MRP 2”). Contractor shall provide services in these areas for MRP 2 and for any subsequent or re-issued NPDES Permit issued to the Program Members by the RWQCB.

Area of Service No. 4a

Provision C.7; C.9.e.ii.(2) and (3); and, C.11.e) Tasks may include: 1) developing and implementing a targeted multi-touch campaign featuring the Program’s mascots Fred and Izzy that promotes the Program’s strategic objectives to reduce litter, pesticide use, and residential car washing; 2) continued implementation of the Program’s social media/media relations effort; 3) development of stormwater related education and outreach materials; 4) updating the Program’s website; 5) assisting with the editing and formatting of brochures and guidance manuals developed under other components of the Program; 6) facilitating quarterly subcommittee meetings (i.e., developing agendas and drafting meeting summaries); and, 7) designing and installing the Program’s exhibit at the County Fair.

Area of Service No. 4b

Our Water Our World (OWOW) Point-of-Purchase campaign (Provision C.9.b.ii.(1)): Implement the OWOW campaign at stores throughout Alameda County. Coordinate with Region-wide OWOW activities and material updates. Order and distribute information materials. Provide training to staff at participating stores.

EXHIBIT B

PAYMENT TERMS

1. Contractor shall furnish materials and/or labor to the District for services as outlined in Exhibit A.
2. District will pay for services completed and itemized on invoices prepared by the Contractor according to the rate schedule attached as Exhibit B-1.
3. Invoices will be approved by the District, when submitted and itemized according to the phases or subtasks defined in one or more task-specific Action Plans which the District has authorized for Contractor services as outlined in Exhibit A. District will pay Contractor for services itemized in uncontested portions of invoices within thirty (30) days of receipt of invoice.
4. The maximum amount payable to Contractor under this Agreement shall not exceed One Million Two Hundred Thousand Dollars (\$1,200,000) (“Not To Exceed Amount” or “NTE”).
5. The maximum amount payable to Contractor for services performed in the first year of this Agreement (February 2, 2021 through June 30, 2021) shall be Two Hundred Thousand Dollars (\$200,000). The maximum payment in subsequent years will be determined by the approval of annual ACCWP Work Plans for projects requiring MRP Services to be conducted during each time period. Such annual Work Plans will be referenced in task-specific Action Plans prepared in accordance with Exhibit A and paragraphs 7 and 8 below.
6. Contractor acknowledges that District does not guarantee that any specific amount of work will be assigned to Contractor during any particular year of this Agreement, and that funding for future years of this Agreement is subject to the adoption of annual budgets of the District and of the Program Members
7. For each task-specific Action Plan developed as required in Exhibit A, District and Contractor will agree upon a maximum compensation amount which will include any reimbursable expenses, subcontractors, taxes or other charges allowed by the Action Plan. Total compensation due to Contractor shall be the actual amount invoiced based upon the Contractor’s hourly billing, which may be less than the maximum amount agreed on for the Action Plan.
8. For each task-specific Action Plan, the District will approve a schedule for the timely performance of Contractor’s services. The District may terminate or suspend work on any Action Plan by giving the Contractor prior written notice.



GIGANTIC IDEA STUDIO
OUTREACH with IMPACT

MEMORANDUM

DATE: September 24, 2020

TO: Beth Baldwin

FROM: Lisa Duba

RE: Rates for Clean Water Outreach Contract

Gigantic Idea Studio Rate Sheet

Rate	Rate Basis	Rate
Planning Services Research, Strategic Planning, Concept Development	Per Hour	\$150
Graphic Design/Illustration	Per Hour	\$145
Copywriting/Content Development	Per Hour	\$145
Production Artist/Fabricator	Per Hour	\$105
Outreach Staff	Per Hour	\$94
Project Management	Per Hour	\$140
Facilitation	Per Hour	\$155

Expenses

Subcontractor Administration	5% markup on Subcontractor invoices	
Custom Photography Pricing depends on complexity of shoot, location, as well as technical and talent needs. Photography time is billed by hour or by day depending on specs. \$175/hour for photo-journalistic shoots or object photos, or \$4,000/day for studio or location setup with lighting.	Per Assignment	Quoted on a project basis
Video Production Pricing depends on complexity of shoot, location, as well as technical and talent needs.	Per Assignment	Quoted on a project basis
Mileage	The mileage reimbursement rate will be billed at the current federal government mileage reimbursement rate.	



GIGANTIC IDEA STUDIO
OUTREACH with IMPACT

Plant Harmony Rate Sheet

OWOW Outreach and Planning Services	\$63/hour
-------------------------------------	-----------

Expenses

Avery Labels	\$105.00
OWOW Product Folders	\$11.00
Literature Racks and Stands	Contract does not include literature racks with stands. The cost for the rack and stand is approximately \$180 and is purchased separately from Suzanne Bontempo and Plant Harmony.
<u>Mileage</u>	The mileage reimbursement rate will be billed at the current federal government mileage reimbursement rate. This rate is currently is set at \$.575 per mile which could change on January 1 st , 2021.

EXHIBIT C
INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and- Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate

E Endorsements and Conditions:

1. **ADDITIONAL INSURED:** Alameda County Flood Control and Water Conservation District, County of Alameda ("County"), and all other Program Members as defined in the Agreement, their governing bodies, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Exhibit C-1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/06/2020

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

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

PRODUCER Trans Bay Insurance 2161 San Pablo Ave Pinole, CA 94564 License #: 0188680	CONTACT NAME: Jacquelyn Rios PHONE (A/C, No, Ext): (510)724-1200 FAX (A/C, No): (510)724-8041 E-MAIL ADDRESS: jacquelyn@transbay.com <hr/> INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Hartford INSURER B : Hartford INSURER C : State Compensation Insurance Fund INSURER D : Mount Vernon Fire INSURER E : INSURER F :
INSURED GIGANTIC IDEA STUDIO 580 2ND ST STE 230 OAKLAND, CA 94607-3546	

COVERAGES **CERTIFICATE NUMBER: 00001023-637498** **REVISION NUMBER: 57**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			61 SBA ID6414	09/01/2020	09/21/2021	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			61 SBA ID6414	09/01/2020	09/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Each occurrence \$ 1000000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1835339-2020	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions			SP1559648E	05/27/2020	05/27/2021	Occurrence Based \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Alameda County Flood Control and Water Conservation District, County of Alameda ("County"), and all other Program Members as defined in the Agreement, their governing bodies, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds

The certificate holder is named as additional insured per attached endorsements as required by written contract. Primary Wording and Waiver of Subrogation apply to the general liability as required by written contract. 10 day notice of cancellation (continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER Alameda Countywide Clean Water Program Attn: Anita Franklin 399 Elmhurst Street HAYWARD, CA 94544	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (JNR)
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Trans Bay Insurance		NAMED INSURED GIGANTIC IDEA STUDIO	
POLICY NUMBER N/A			
CARRIER Multiple Carriers	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: **Certificate of Liability Insurance**

(continued from Description of Operations)
 for non-payment of premium.



Select Customer Insurance Center

3600 WISEMAN BLVD.

SAN ANTONIO TX 78251

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730

SERVICE.TX@THEHARTFORD.COM

**INSURANCE ENDORSEMENT
ATTACHED**

***** PLEASE REVIEW THE CHANGE *****

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730 between 7 A.M. and 7 P.M. CST.

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

BENCHMARK INS GROUP OF TEXAS/PHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 61 SBA ID6414 DX

Named Insured and Mailing Address; GIGANTIC IDEA STUDIO INC

580 2ND ST STE 230
OAKLAND CA 94607

Policy Change Effective Date: 11/05/20

**Effective hour is the same as stated in the
Declarations Page of the Policy.**

Policy Change Number: 002

Agent Name: BENCHMARK INS GROUP OF TEXAS/PHS
Code: 615755

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - STATE/POLITICAL SUBDIVISION

PRO RATA FACTOR: 0.877

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 11/05/20

Page 001

Policy Effective Date: 09/21/20
Policy Expiration Date: 09/21/21



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE/POLITICAL SUBDIVISION

ALEMEDA COUNTY
WASTE MANAGEMENT AUTHORITY ATTN ROBERT RANKIN
777 DAVIS ST STE 100
SAN LEANDRO CA 94577

THE CITY & COUNTY OF SAN FRANCISCO
DEPARTMENT OF THE ENVIRONMENT
11 GROVE STREET
SAN FRANCISCO, CA 94102

THE ALAMEDA COUNTY RESOURCE
CONSERVATION DISTRICT
3585 GREENVILLE RD STE 2
LIVERMORE CA 94550
THE DISTRICT, ITS OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED.

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT
JOINT POWERS AUTHORITY (JPA)
1600 LOS GAMOS DRIVE SUITE 210
SAN RAFAEL, CA 94903

LOC 01 BLD 01
ALEMEDA COUNTYWIDE CLEAN WATER PROGRAM

399 ELMHURST ST
HAYWARD CA 94544
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT, COUNTY OF ALAMEDA ("COUNTY"), AND ALL OTHER
PROGRAM MEMBERS AS DEFINED IN THE AGREEMENT, THEIR
GOVERNING BODIES, THE INDIVIDUAL MEMBERS THEREOF, AND
ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND
REPRESENTATIVES

EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Gigantic Idea Studio, Inc. _____

PRINCIPAL: Lisa Duba _____ TITLE: President _____
DocuSigned by:

SIGNATURE:  _____ DATE: 1/11/2021 | 4:23 PM PST _____
A4510116E42D454

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

District project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the District within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the District should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT F

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

- 1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception:

Four horizontal lines for providing details of an exception.

NAME: Gigantic Idea Studio, Inc.

PRINCIPAL: Lisa Duba TITLE: President

SIGNATURE: [Handwritten Signature: Lisa Duba] DATE: 1/11/2021 | 4:23 PM PST

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the District department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Gigantic Ideas Studio, Inc. DEPT #: 270301

TITLE/SERVICE: Municipal Regional Permit (MRP) Compliance Services

DEPT. CONTACT: James Scanlin PHONE: 510-670-6548

I. INFORMATION ABOUT THE CONTRACTOR YES NO

1. Is the contractor a corporation or partnership? (x) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (x) ()
3. If the answer to BOTH questions is YES, provide the employer ID number here:
91-2030265
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES YES NO

1. Does the District have the right to control the way in which the work will be done, i.e., will the District be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the District? () ()
3. Will the contractor be working for more than 50% of the time for the District (50% = 20 hrs/wk; 80 hrs/mo)? () ()
4. Is the relationship between the District and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS **YES NO**

- 1. Is the contractor being hired for a period of time rather than for a specific project? () ()
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS **YES NO**

- 1. Will the agreement be with an individual who does not have an outside practice? () ()
- 2. Will the contractor work more than an average of ten hours per week? () ()


IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

- 3. Will the District provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

DocuSigned by:

A4510116F42D454...

Contractor Signature

Lisa Duba
 Printed Name

12/21/2020 | 12:59 PM PST

Date

DocuSigned by:

8832EA0CE7E34D4...

Agency/Department Head/Designee
 Signature

Edric Kwan
 Printed Name

12/22/2020 | 2:00 PM PST

Date