REQUEST FOR PROPOSAL

SEWER MAINS VIDEO INSPECTION AND CLEANING, PHASE 6

CITY OF ALAMEDA

March 28, 2013

Important Dates:

Pre-Proposal Meeting:	Tuesday, April 10, 2013
Proposal Due Date:	Thursday, April 25, 2013
Award of Agreement:	Tuesday, June 18, 2013
Projected Start Date:	June, 2013

Contact:

Shilpa Patel, Assistant Engineer
City of Alameda Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
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TABLE OF CONTENTS

I. Introduction
- a. Background
- b. Purpose of the Request

II. Scope of Services

III. Proposal Format
- a. Approach
- b. Description of Firm
- c. Scope of Work
- d. Schedule
- e. Proposed Budget
- f. Firm/Team Qualifications
- g. References

IV. Prevailing Wage
- a. Laws to be Observed
- b. Prevailing Wages
- c. Hours of Labor
- d. Certified Payroll
- e. Apprentices
- f. Labor Discrimination
- g. Registration of Firms

V. Selection Process
- a. Qualifications
- b. Selection Criteria
- c. Proposed Selection and Project Schedule

VI. Proposal Due Date and Delivery

VII. Conditions of Request
- a. General Conditions
- b. Liability of Costs and Responsibility
- c. Validity
- d. Firm Agreement
- e. Permits and Licenses
- f. Oral Explanations
- g. Proposer's Representative
- h. Deliverables
- i. Restrictions on Lobbying
- j. Insurance

Attachments:
- Scope of Work
- Proposal
- Firm Agreement
- CCTV Sewer Main Video Inspection Tentative Map
- Manhole Inspection Table

I. INTRODUCTION

The City of Alameda ("City") is requesting Proposal from qualified firms ("Firms") to assist the City in the Sewer Mains Video Inspection and Cleaning, Phase 6.

A. Background.

The City of Alameda is a charter city with a population of over 75,000. This project is to be compliant with the City of Alameda Specifications, Special Provisions and Plans. The project will include approximately 15 miles of CCTV inspection and cleaning by the end of the calendar year.

B. Purpose of the Request.

The City desires to obtain the services of an outside firm to help the City by performing CCTV Inspection and cleaning Services to designated areas within the City of Alameda various sewer sub basins. The selected firm will provide the full range of services including manhole inspections, sewer main cleaning, sewer video inspection and ten cubic yard debris bin testing, transportation and disposal.

II. SCOPE OF SERVICES

Attached as Exhibit A is a list of major work tasks that should be accomplished as part of the scope of work. The proposer is asked to define the approach and the specific scope of work and methodology to achieve the objectives presented in this RFP. The proposer should include a refined scope of work by developing a detailed description of all project tasks, both those tasks suggested in this scope of work and any changes, additions or recommendations proposed. The description of each project task should include specification of the task itself, the methodology or analytical process, scheduling, personnel, and costs. If you have any questions, please contact:

Shilpa Patel, Assistant Engineer
City of Alameda Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Phone: (510) 747-7930

III. PROPOSAL FORMAT

All proposals shall include the following minimum information:

A. Approach.

A short discussion of the intended approach to the project that demonstrates the proposer's understanding of the issues and tasks and the proposer's ability to address them.

B. Description of Firm, Management and Team Members.

A description of the team/firm and a work plan that identifies the personnel to be assigned to each task. The firm description should clearly identify who will be the project manager and the day to day contact person for the job.

C. Firm Qualifications.

Provide an outline of the firm qualifications indicating relevant background experience and capabilities for this work. A list of major projects, both ongoing and planned, to which the firm is committed during the time frame of this project should also be provided. Include the staff resources devoted to those projects and the status of the projects.

D. Scope of Work.

The proposal should contain a description of each work task with an explanation of how the proposer plans to approach the tasks and the steps that will be taken to complete the task including analytical methods and tools. Proposers must demonstrate that they understand the magnitude and importance of each individual task. Tasks should be organized into phases constituting measurable deliverables.

E. Proposed Project Schedule.

Time is of the essence for this agreement. The proposal shall include a schedule to undertake the work program. The project is anticipated to start by mid-June and be completed by December.

F. Proposed Budget.

Indicate the costs and hours for the total project, on a task by task basis, and on a subfirm basis, inclusive of reimbursables. Prices quoted must be binding for a minimum of one year.

G. References, Related Experience and Examples of Work.

Client references with phone numbers for relevant work. Specify the client, location, firm members and participating individuals and role on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed.

IV. PREVAILING WAGE

A. Laws To Be Observed. The Firm shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. Prevailing Wages:

1. The Firm is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. Since this Project involves a "public work" project, as defined by the Prevailing Wage Laws, Firm shall fully comply with such Prevailing Wage Laws. Firm's failure to comply with the Prevailing Wage Law may constitute a default under the contract for performance of the Work which would entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

2. The Firm shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Firm may view a copy of the prevailing rates of per diem wages at the City's Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda. The Firm shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Firm's principal place of business and at the Project site. The Firm shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.

3. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates shall apply unless the State wage rates are higher. The Federal Wage Rates applicable to the contract are those current within ten (10) days of the bid due date.

4. The Firm and all subFirms shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Firm or any SubFirm and such workers.

5. The Firm and all subFirms shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

6. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem*

wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

7. Pursuant to Labor Code § 1775, the Firm shall as a penalty to the City, forfeit Fifty Dollars ($50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Firm or by any SubFirm under it. The amount of the penalty shall be determined by the Labor Commission. In addition, the difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each work by the Firm.

8. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

9. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at www.dir.ca.gov.

C. Hours Of Labor.

1. As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Firm or by any SubFirm on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Firm in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

2. The Firm shall pay to the City a penalty of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the Firm, or by any SubFirm, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Firm is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

3. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

D. Certified Payroll.

1. Firm's attention is directed to California Labor Code Section 1776, which requires Firm and any subFirms to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Certified payrolls shall be prepared and submitted weekly to the Labor Compliance Officer, Gail Carlson, Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501 by the Firm and each subFirm. Firm is responsible for the submission of copies of payrolls by all subFirms. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Firm or subFirm or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

a. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;

b. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and

c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

2. If the Firm or a subFirm does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.

3. In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the FIRM shall forfeit as a penalty to the CITY, $25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

E. Apprentices.

1. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Firm or any subFirm under him on contracts greater than $30,000 or 20 working days. The Firm and any subFirm under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

2. Section 1777.5 requires the Firm or subFirm employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

3. The Firm is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Firm employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other Firms on the public works site are making such contributions; or (2) if the Firm is not a signatory to an apprenticeship fund

and if the funds administrator is unable to accept Firm' required contribution. The Firm or subFirm shall pay a like amount to the California Apprenticeship Council.

4. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

F. Labor Discrimination. No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Firm for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

G. Registration Of Firms. Before submitting bids, Firms shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

V. SELECTION PROCESS

A. All proposals received by the due date will be evaluated by the City. Only information which is received in response to the RFP or any subsequent interview will be evaluated. The City will judge the responses of each proposing firm in several critical areas. Selected proposers may be invited to an oral interview.

B. Selection Criteria.

The City will select the most qualified proposal based on the following factors. Responses to the RFP should address the qualities and indicators that are listed below:

1. Ability of the Lead Firm to Design an Approach and Work Plan to Meet the Project Requirements.

An assessment of the overall quality of the proposal. Qualities and indicators that will receive consideration include the proposer's performance in converting the Scope of Services into a work plan; the detail and clarity of the discussion as to the proposer's approach to undertaking the project; the proposer's performance in identifying any special problems or concerns which may be associated with the project and preliminary ideas about how these obstacles should be addressed; the inclusion of any unique approaches which are designed to save time and money or increase the benefits or effectiveness of the proposed work; and the demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations that relate to the project.

2. Ability of the Proposer to Carry Out and Manage the Proposed Project.

An assessment of the past experience of the firm in general. Qualities and indicators that will receive consideration include the number and types of projects the firm or its employees have completed; the variety of projects completed and a demonstration of the firm's ability to undertake this project, the general level of experience in the areas of supervision, observing and monitoring projects; the firm's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.

3. Capabilities of the Firm and/or Team.

Assessment of the capabilities of the firm and individuals that will be engaged in the project. Qualities and indicators that will receive consideration include what professionals will be doing/working on each task; the various professional, technical, and educational achievements and registrations of each firm and individuals involved; the applicable experience of the proposed assigned staff, and the specific experience gained on similar projects.

4. Current Workload of the Firm and/or Team.

An assessment of the perceived ability of each firm to devote the necessary human resources and management attention to the project. Qualities and indicators that will receive consideration include the number and size of the projects presently being performed by each firm and the assigned staff; the status of existing projects; the past ability of the firm to deliver projects on a timely basis; and the nature of existing projects that are behind schedule or past the completion date.

5. Proximity to the Project Involved for the Proposer and/or Team.

The application of this criteria shall include an assessment of the geographic proximity to the project; the location of the office from which the proposed project will be administered; the perceived response time and general availability of the proposer's management to be on site; the perceived effect that project management location will have on price and the ability of the project to be expedited on a timely basis; and the availability of special travel or communication plans which would effectively mitigate difficulties associated with location.

6. Willingness to Comply with the Proposed Agreement Terms.

A sample agreement is attached. Proposals will be rated based on the exceptions taken to the proposed contract.

7. Cost of Proposal

Cost, while not determinative, may be considered in the selection process.

C. Proposed Selection and Project Schedule.

Proposal Due Date: Thursday, April 25, 2013
Agreement Approval Date: Tuesday, June 18, 2013
Project Completion: December 31, 2013

D. Award of Contract.

It is anticipated that any award of an agreement for services will be made by the City Council at their June 18, 2013 meeting.

VI. PROPOSAL DUE DATE AND DELIVERY

One sealed Request for Proposal, Exhibit A, including any Addendums, clearly marked with the project name, should be submitted no later than:

2:00 p.m. on Thursday, April 25, 2013

to the address below. All copies received by that time will be date and time stamped. Proposal will not be accepted after this time. Proposal should be addressed to:

Public Works Department
950 W. Mall Square, Room 110
Alameda, CA 94501
Attention: Shilpa Patel

FAXed or Emailed Proposal will not be accepted. Hand carried Proposal will be accepted at the above address.

VII. CONDITIONS OF REQUEST

A. General Conditions.

The City reserves the right to cancel or reject all or a portion or portions of the request for proposals without notice. Further, the City makes no representations that any agreement will be awarded to any firm submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

The City also reserves the right to reject any sub-firm or individual working on a firm team and to replace the sub-firm or individual with a mutually acceptable replacement.

Any changes to the proposal requirements will be made by written addendum.

B. Liability of Costs and Responsibility.

The City shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or firm responding to the request. The person or firm responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or firm. All submitted material becomes the property of the City of Alameda.

The selected lead firm will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their firm. The selected lead firm will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

C. Validity.

The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing on April 25, 2013, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

D. Standard Firm Agreement.

A sample firm agreement has been provided in the Appendix for the proposer's review and comment. If a proposer wishes to take exception to <u>any</u> of the terms and conditions contained in the firm agreement, these should be identified specifically; otherwise it will be assumed that the proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The City will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the proposal. The firm agreement will not be executed by the City without first being signed by the proposer.

E. Permits and Licenses.

Proposer, and all of proposer's sub-firms, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services hereunder.

F. Oral and Written Explanations.

The City will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding when confirmed in writing by an authorized City official.

Written responses to question(s) asked by one proposer will be provided to all proposers who received Requests for Proposals.

G. Proposer's Representative.

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

H. Deliverables.

Three (3) copies of administrative draft reports are required upon completion of each major part of the project. Following approval by the staff, three (3) copies of each final report are required.

One unbound copy of each final document and a computer disk containing all final documents and all information are to be provided. The firm will develop a system to assemble, organize, store and utilize data in an electronic format. At the outset of the agreement, the firm will submit a description of the software to be used in preparation of the reports and graphics.

I. Restrictions on Lobbying.

The agreement will be subject to 24 CFR 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with that award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or agreement.

J. Insurance

General Liability, Automobile, Professional Liability, and Worker's compensation insurance are required in the amount set forth in the attached sample firm agreement.

Attachments:

- Scope of Work
- Proposal
- Firm Agreement
- CCTV Sewer Main Video Inspection Tentative Map
- Manhole Inspection Table

EXHIBIT A

SCOPE OF WORK

General Intent

The Firm shall perform CCTV inspection and cleaning services to designated areas within the City of Alameda sewer. It is anticipated this program will include approximate 15 miles of CCTV inspection and cleaning by the end of the calendar year. The area of work is shown on Figure 1.

The Firm will assess the amount and type of material removed during the cleaning of each pipe segment. The Firm will record the cleaning results using Granite XP, so that the cleaning results are associated with the pipe asset.

The Firm will CCTV the pipes within the scope of work and will determine the maintenance and structural deficiencies in accordance with the PACP pipe rating system.

The Firm shall comply with the detailed CCTV Inspection and cleaning Services requirements under the attached Special and Technical Provisions of the contract.

The Firm shall submit all plans, procedures and CCTV work to a City appointed Consultant. The Firm shall coordinate with the City appointed Consultant on procedures, documentation standards and quality control. The Firm shall agree to abide by a City appointed Consultant's guidelines. No work shall occur without the City appointed Consultant's approval and no payment shall be made prior to the City appointed Consultant's review and approval of the submitted CCTV work.

The scope of work includes, but is not limited to, the following:

1. Manhole Inspections

The identified manholes in the sanitary sewer system shall be inspected for general construction, condition and evidence of inflow, infiltration or surcharging. Manholes are identified by number. Other manholes encountered in the area to be inspected shall also be inspected and their location in the system identified. The interior of each manhole shall also be video recorded and documented similar to what is required for the CCTV inspection in Section B. below.

The Authority will provide the Firm with the following:

- System drawings in hard copy and PDF Format.
- A list of manholes to be inspected.
- Assistance with locating manholes (on an as needed basis).

The Firm will be responsible for performing the following tasks:

- Assess and record results of inspection on inspection table provided by Authority. Measure depth of each manhole (North of rim to Center of manhole).
- Confirm the size and number of Pipe penetration.
- Perform video inspection of each manhole.

The Firm shall provide a draft of the manhole inspection report for review and comment by the City thirty (30) days prior to submitting the final Report of Recommendations. The Firm shall provide the City with the following deliverables (to be submitted as attachments to the final Report of Recommendations) in connection with the tasks performed as set forth in this Section.

- A manhole inspection table
- list of any manholes within the scope that were not inspected and an explanation of why they were not inspected
- sets of videos in DVD format.

2. Sewer Main Cleaning

Sewer cleaning shall include removal of foreign material and objects from the line to permit for the video inspection of sewer main. The Firm shall take all necessary measures not to damage the sewer mains as a result of the cleaning. Low pressure hydraulic cleaning equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operations to protect against flooding of the sewer. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. If sewer cleaning balls or other equipment which cannot be collapsed is used, special precautions to prevent flooding of the sewers and public or private property shall be taken. The equipment shall have a selection of two or more high velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

The Firm shall provide the necessary water for this task. **The Firm should contact EBMUD to procure a Hydrant Meter. (Julie Sturgeon, (510) 287-0357)**

Mechanically powered (Bucket machines) equipment shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed. A power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To insure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

The designated sewer line sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of equipment used shall be based on the conditions of lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Engineer. The equipment shall be capable of removing roots, dirt,

grease, rocks, sand, and other materials and obstructions from the sewer lines. If cleaning of entire section cannot be successfully performed from one manhole, the equipment shall be set upon the other manhole and cleaning again attempted.

During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. When possible, the flow of sewage in the sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant. **The Firm shall obtain a temporary water meter permit from EBMUD if required or make necessary water provisions for this project. Use of property owner's water for sewer cleaning is not permitted.**

The Firm is responsible for any damage or clean-up on private property caused by negligent sewer cleaning operations.

Roots shall be removed as required to ensure an open passageway in the pipe. Procedures may include the use of mechanical equipment, which will not damage sewer main. Root removal and all related work shall be included in various items and shall not be considered for additional payment.

Protruding Taps shall not be removed, and shall remain in place.

Acceptance of Sanitary Sewer line cleaning shall be made upon demonstration, through the television inspection, that line has been thoroughly cleaned. Payment for sanitary sewer cleaning shall be included in Firm's unit price for television inspection. No additional compensation shall be made.

The Firm shall record notes regarding the quantity and type of debris removed from each pipe segment using Granite XP/

3. Sewer Video Inspection

Sewer main video inspection shall include producing and logging of the sewer main video inspection as specified in the following paragraphs.

The television camera used for inspection work shall be color format, specifically designed and constructed for use in sewers. Lighting and camera quality shall allow a clear, in-focus picture of the entire periphery of the pipe for a minimum distance of six feet. The camera shall have a 350 line per inch, or greater resolution. The camera shall be operative under 100 percent humidity conditions. Cameras for use in sewers 6-inches in diameter and larger shall be of the "articulating head" type to allow laterals and defects to be viewed directly. To ensure acceptable picture quality under all possible conditions that may be encountered during the

inspection, a variable intensity control for lighting, and a remote adjustment for camera focus, shall be provided for the operator. House laterals are 4" and smaller, television camera used for lateral inspection (if required, or requested) shall allow for clear, in focus picture of the entire periphery of the pipe.

The camera, television monitor, and other components of the video system shall be capable of producing a color picture of quality adequate to identify major defects and locate laterals accurately. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the condition of the sewer. In no event will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and power rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer or storm drain conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire sewer, the Firm shall set up his/her equipment so that the inspection can be performed from the opposing manhole.

When manually operated winches are used to pull the television camera through the line, telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to insure good communications between members of the crew.

The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be made by means of a camera-mounted transmitter and aboveground receiver. Marking on the cable, which requires interpolation for depth of the manhole, will not be permitted.

To establish criteria for video picture quality to be maintained throughout the project, the Firm shall furnish DVD of a previous sewer inspection that meets these specifications for quality. This tape shall become the property of the Owner. It will be used as a standard to judge the acceptability of video inspections produced on this project.

The audio portion of the inspection report, recorded at the time of inspection, shall be intelligible in its entirety. The information contained on the audio recording shall include (1) the location of the sewer, (2) the location of the manholes involved, (3) the direction of travel (4) a description of conditions in the sewer as they are encountered, and (5) the location and entrance condition of service laterals.

The Firm shall deliver the video inspections and logs on DVDs or on an external hard drive at 10%, 70%, and 100%. **The Firm shall provide all video inspection results in GRANITE XP format, compatible with Granite XP Version 4.6.10**. The pipe information for which codes will be created includes but limited to roots, cracks, offset joints, grease build up, debris build up, sag, pipe type, and laterals. The Firm shall calculate scores for all inspected pipe segments, and submit data that includes calculated scores. Firm shall also submit PACP database of inspections. **The Firm shall deliver 3 external hard drives that each contain the entire video inspection upon completion of the project.**

See Section O, "Firm's Closed-Circuit Television (CCTV) Inspection Services Standard Operating Procedures, Firm Quality Control and Payment Methodology" for important standard operating procedures, quality control and payment requirements.

4. Permit

The Firm will be reimbursed for the construction and hauling permit fees as described in Page 21 below, Permits and Licenses. The cost for a City of Alameda business license is not reimbursable.

Payment shall be made for the actual cost of the permit.

A. TRAFFIC CONTROL. Attention is directed to Section 7-1.08, "Public Convenience"; Section 7-1.09, "Public Safety"; and Section 7-1.12, "Construction Area Traffic Control Devices" of the State of California Standard Specifications, and to Section II, Article P of these Specifications.

The Firm shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangement relative to keeping the work area clear of parked vehicles.

The provisions in Section 7-1.08 of the Standard Specifications, regarding State-furnished signs, are hereby revised to provide that all signs and other warning devices shall be provided by the Firm and shall become his property after the completion of the contract. The Firm shall refer to the current "Manual of Warning Signs, Lighting and Devices for use in the Performance of Work Upon Highways", "Uniform Sign Chart" issued by the Department of Transportation, Division of Operations, and "Manual of Uniform Control Devices".

Flagmen, if necessary, shall be properly equipped and trained in accordance with "Instruction to Flagmen," published by the California Department of Transportation. Section 12-2.02 is revised to provide that the Firm at his expense shall furnish all flagmen.

No additional compensation will be allowed to the Firm for providing for the free passage of traffic through the work.

Whenever vehicle or equipment is parked on the shoulder area shall be closed with florescent traffic cones or portable delineators placed on a taper in advance of the parked vehicle or equipment and along the edge of the pavement at twenty-five feet (25') intervals to a point no less than twenty-five feet (25') past the last vehicle or piece of equipment. A minimum of six (6) cones or portable delineators shall be used for the taper. A W20-1 (Road Work Ahead) or W21-5 (Shoulder Work) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

Firm shall be responsible for posting "No Parking-Tow Away" signs seventy- two (72) hours prior to construction. Firm must obtain these signs at his/her own expense from the City's Planning and Building Office.

All vehicular, bicycle, and pedestrian traffic shall be permitted to pass through the work, unless other existing streets stipulated in the special provisions. **Firm must comply with ADA requirements, by providing pedestrian access on the sidewalk and crosswalk during video inspection of the mains.**

The Firm shall furnish, install and maintain such facilities as barricades, traffic signs, and flagmen, as may be necessary to advise the public of construction hazards and to control traffic. Firm shall submit to the Engineer a Traffic Control Plan approved by a Traffic Engineer for any work that will impact vehicular, bicycle, and pedestrian traffic in the area and it shall be developed to show the actual field conditions and not a typical plan. Any work being performed without proper signing in place shall be stopped until the unsatisfactory condition is corrected.

Free access must be maintained to all fire hydrants, water valves and meters, and private driveways.

Storage of construction material and equipment on City streets will not be permitted.

No trench or excavation if performed shall be left open at the end of any day's work. Daily traffic control measures shall continue until cleanup activities have been satisfactorily completed and all of the Firm's equipment has been removed from the traveled way area.

Unless otherwise provided in these special provisions, no additional compensation will be allowed the Firm for providing for the free passage of traffic through the work.

The provision of this section will not relieve the Firm from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provision in Section 7-1.09, "Public Safety," of the Standard Specifications.

The Firm will not be permitted to detour traffic from the work area at any time. The Firm will be required to maintain two-way traffic at all times. Any lane closure shall be subject to the prior approval of the City Engineer.

The full width of the traveled way shall be open for use by public traffic when TV inspection operations are not actively in progress on working days.

Prior to commencement of work, the Firm shall provide the Engineer with sketches for approval, indicating the method of signing and necessary delineators for proposed lane closures.

No additional compensation will be allowed to the Firm for providing for the free passage of traffic through the work.

Work hours are restricted between 9:00 A.M. to 3:30 P.M., Monday through Friday, for the streets listed below:

- CENTRAL AVENUE
- WEBSTER STREET
- ATLANTIC AVENUE
- LINCOLN AVENUE
- OTIS DRIVE
- BUENA VISTA AVENUE
- PARK STREET
- HIGH STREET
- PARK AVENUE

Work hours for all other streets are 7:00 A.M. to 5:00 P.M., Monday through Friday. (Night work, if requested by the Firm, must be approved by the City Engineer.)

Firm shall submit to the Engineer a Traffic Control Plan approved by a Traffic Engineer for any work that will impact vehicular, bicycle, and pedestrian traffic in the area and it shall be developed to show the actual field conditions and not a typical plan. The Firm must have an approved plan prior to commencing of work. All Traffic Control Plans must be in conformance with Caltrans regulations and guidelines. Firm shall submit a Traffic Control Plan for approval to the Engineer at the pre-construction meeting or ten (10) working days prior to commencing work, whichever is earlier. Firm shall provide at least one lane of street open for vehicular traffic in each direction.

B. <u>ORDER OF WORK</u>. Order of work shall conform to provisions of Section 5-1.05, "Order of Work" of the Standard Specifications and these Special Provisions.

The Firm shall coordinate his work with all other Firms or utility companies working in the work area designated for the sewers TV inspection.

C. <u>DISPOSAL OF EXCAVATED MATERIALS</u>. Salvable materials will be disposed of as directed by the Engineer. The Firm shall dispose of at least eighty percent (80%) of the removed concrete, rock, brick, asphalt or other similar materials to an approved materials recycling location other than a landfill. The eighty percent (80%) shall be determined by weight of materials. All disposal and recycling weight/receipt tags shall be submitted to the Engineer. The Firm shall submit a request and proof in writing if unable to achieve this eighty percent (80%) goal. Other waste materials shall be disposed of in localities outside of the City of Alameda at the discretion of the Firm.

D. <u>EQUAL AND/OR APPROVED EQUAL</u>. Wherever the term "or equal" and/or "approved equal" are used following a trade name or the mention of any patented product in the specifications, they shall be deemed to read "or their equals in quality and utility" where two or more such trade names or patented products are mentioned. If any trade name or patented product or process is mentioned in these specifications and is not followed by any such term as "or equal", such trade name or patented product or process shall be deemed to be followed by the words "or its equal in quality and utility" or "or their equals in quality and utility" if more than one is mentioned. Trade names, proprietary products and methods are used merely as standards of quality and utility and to designate the type of material and processes desired. Materials and processes of equal quality and utility may be furnished or used but must be approved in writing by the Engineer. Submission of data substantiating a request for a substitution of an "equal" item shall be done within a period of thirty days after the award of the contract.

E. <u>EXISTING IMPROVEMENTS</u>. Existing fence, lawn, or other improvements within the area of the work shall be carefully removed without damage and replaced in their present location and condition upon completion of the work, in a manner satisfactory to the Engineer and the owner. The Firm shall take care so that traffic loops or other improvements within the area of the work shall not be damaged. Any existing improvements that are damaged by the Firm shall be replaced or adjusted to the satisfaction of the Engineer.

Existing lawn shall be removed only where necessary and shall be replaced if considered by the Engineer to be in good condition. Otherwise, the Firm shall furnish four inches (4") of new loam and plant new lawn, all as approved by the Engineer. All ground surface and replaced lawn shall be left smoothly graded to the original grade.

All existing irrigation system including electric wire, pipelines, sprinkler heads, damaged as a direct or indirect result of construction activity, shall be replaced by the Firm at his expense at appropriate locations in a manner satisfactory to the Engineer and the owner. Any existing improvements that are damaged or disturbed due to carelessness by the Firm shall be replaced or adjusted to the satisfaction of the Engineer.

Existing fence or other improvements within the area of the work shall be carefully removed without damage and replaced in their present location and condition upon completion of the work, in a manner satisfactory to the Engineer and the owner.

The Firm shall not disturb or destroy any permanent survey points and/or monuments without the written consent of the City of Alameda. Any permanent survey points and/or monuments disturbed or destroyed, as a direct or indirect result of Firm's activity shall be replaced to the satisfaction of the Engineer by a licensed surveyor at the Firm's expense.

All decorative landscaping (shrubs, plants, trees, lawn, etc.) and/or hardscaped ground surfaces (exposed aggregate, bricks and mortar, painted concrete, etc.) that are removed, damaged, or destroyed as a direct or indirect result of any work done for this project shall be replaced by the Firm at his expense and in the manner that is satisfactory to the engineer and the owner.

Unless specified separately by bid items, payment for existing improvements should be included in various bid items and no additional payment will be made.

Payment for replacement and adjustment of existing improvements shall be included in the various contract items of work.

F. CRITERIA FOR SEWER MAINS SELECTION. The City has used the following criteria for selecting the sewer pipes for the TV inspection:

- Service calls to the City Maintenance Division.
- Report of fats, oil, and grease.
- Streets scheduled for surface treatment (resurfacing, crack sealing, slurry sealing).
- Pipe age based on the general location of the subbasin.
- Pipes in landfill areas with Bay Mud sub-base.
- Pipes located in the vicinity of a body of water.
- Pipes located in areas susceptible to high groundwater table.
- Representative sample pipe that can be used for other similar pipes in the subbasin (north south or east west).

Sewer mains and laterals that have been rehabilitated and replaced under the I/I correction program and cyclic sewer replacement are not included in the table listed in paragraph 2 "Scope of Work".

G. REQUIREMENTS. All sewers shown in the contract documents shall be visually inspected by means of closed-circuit television and video. The inspections shall be done one sewer section at a time. Flows shall be controlled as specified herein while the inspection work is in progress.

H. REFERENCES. The perspective bidder shall provide a minimum of three references **from public agencies** where previous work was previously done, and such work must be pertinent to sewer video preparation and inspection.

I. SUBMITTALS. The Firm shall furnish one color video recording, with target, for each section of sewer inspected, and prints of all photographs taken during the inspection. The videos shall show the date the work was performed and the location of the entry manhole. Videos shall indicate cumulative footage from the entry manhole, as verified by the camera-mounted transmitter and receiver. The Firm shall furnish a report and photos indicating the location of all laterals and connections encountered, the location of any breaks, obstructions, offsets, high points, sags or other major defects, and the condition of manholes. All reports shall be neatly typed. Photos, DVDs, hard drives, reports and all related work shall be included in various items and shall not be considered for additional payment. The Firm shall deliver video inspection and

logs on a DVD or hard drive at 10%, 70%, and 100%. The Firm shall provide all video inspection results in the format specified in the Sewer Video Inspection Bid Item description. The pipe information for which codes will be created includes but limited to roots, cracks, offset joints, grease build up, debris build up, sag, pipe type, and laterals. **The Firm shall deliver 3 external hard drives that each contain the entire video inspection upon completion of the project. The Firm shall deliver a 'viewer' program of the CCTV software used and support if requested by the City.**

J. **SAFETY**. The Firm shall have a documented safety program in place that meets all applicable occupational safety and health standard, rules, regulations and orders established by the State of California. Submit Site Safety Plan for review prior to commencing work. Site Safety Plan and all related work shall be included in various items and shall not be considered for additional payment.

K. **EXPERIENCE**. The Firm shall have a minimum of five years' experience in the television inspection of sanitary sewers and storm drains. The tapes shall be reviewed by a person having a minimum of five years' experience in evaluating and repairing problems in sanitary sewer mains.

L. **FLOW CONTROL**. When sewer line depth of flow at the upstream manhole of the section being inspected is above the maximum allowable depth shown under "Allowable Depth of Flow," the flow shall be reduced by operation of pump stations, plugging or blocking of the flow, or by pumping and bypassing of the flow. Reducing depth of flow and all related work shall be included in various items and shall not be considered for additional payment.

- Allowable Depth of Flow

  Depth of the flow shall not exceed that shown below for the representative pipe sizes as measured in the manhole when performing television inspection.

  5% of pipe diameter or depth where camera is not submerged, whichever is smaller.

- Plugging or Blocking and Pumping

  When sewer flow control is required, the Firm shall furnish, install, and operate pumps, plugs, conduits, and other equipment to divert the flow of sewage around the pipeline reach in which work is to be performed. The plug shall be so designed that all or any portion of the sewage can be released. The plug shall be provided with a tag line. The pumping system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. If pumping is required on a 24-hour basis engines shall be equipped in a manner to keep noise to a minimum. Standby pumps shall be provided as required. Pumping shall be done by the Firm in such manner as it will not damage public or private property or create a nuisance or health menace. The pumped sewage shall be in an enclosed hose or pipe and shall be reinserted into the sanitary sewer system. Sewage shall not be allowed to free flow in gutters, streets, or over sidewalks, etc. Nor shall any sewage be allowed to flow into the storm inlets or conduits. After the

work has been completed, flow shall be restored to normal. A sewer plug shall be inserted into the line upstream of the section being inspected. During video inspection, flow shall be reduced to the limits specified herein. After the work has been completed, flow shall be restored to normal. Plugging or blocking and all related work shall be included in various items and shall not be considered for additional payment.

- Flow Control Precautions

  When flow in a sewer is plugged, blocked, or bypassed, precautions shall be taken to protect all sewers or storm drains from damage that might result from sewer surcharging. Precautions shall also be taken to insure that flow control operations do not cause flooding or damage to public or private property being served by the sewers involved.

M. EXTENT OF CONTRACT. The Firm shall furnish all labor, material as herein specified, tools and equipment necessary, and shall do all the work necessary to perform video inspection of the sewer mains and put in complete order the video logs and report for use by City staff and other Firms contemplated by these specifications, the various items, and in the approximate quantities tabulated in the Proposal, Section XIV.

N. MEASUREMENT AND PAYMENT. Payment for the bid, as further specified herein, shall include all compensation to be received by the Firm for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, mobilization, and incidentals appurtenant to the work being described, as necessary to complete the various items of the work specified, including Occupational Safety and Health Administration requirements for any item that is not specifically set forth in the bid proposal, and the costs therefore shall be included in the prices named in the various bid items for the work.

Payment for maintenance of traffic and detour barriers and for conforming to all of the provisions of these specifications shall be considered to be included in the price for the various bid items for various items of work wherein maintenance or traffic and detours is required and no additional allowance will be made therefore.

O. FIRM'S CLOSED-CIRCUIT TELEVISION (CCTV) INSPECTION SERVICES STANDARD OPERATING PROCEDURES, CONSULTANT QUALITY CONTROL AND PAYMENT METHODOLOGY. In order to assure that all project sewer pipes are thoroughly cleaned & inspected, the data from each annual phase to the next are consistent, and that a usable, quality product is delivered to the City, the following standard operating procedures are to be followed by the Firm at all times during this project.

In order to assist the City in the management and quality control, the Consultant shall inspect and provide guidance to the Firm all stages of this project. The conditions of payment shall be dependent on the Consultant's review of the Firm submitted CCTV work.

If any of the procedures and guidelines is unclear or ambiguous, the Firm is to seek guidance from the Consultant and/or the City before proceeding.

1. CCTV SOFTWARE

Firm shall use a digital CCTV data acquisition software program for collection of the CCTV data. The program shall include a "viewer" program, which allows concurrent viewing of the CCTV data and video. The aforementioned viewer program shall be provided to the City and the Consultant at no cost. The program shall also be capable of exporting the full CCTV inspection dataset to a single NAASCO PACP compliant database in MS Access format. CCTV observations shall be recorded using NAASCO PACP standards. CCTV reports shall be provided in PDF format.

Digital CCTV data acquisition software program for collection of the CCTV data shall be GRANITE XP. For standardization and maximum compatibility, no substitutions or conversions from or with other software programs will be allowed.

2. CONSULTANT'S REVIEW OF FIRM CCTV SUBMITTALS

Concurrent to the submission of invoice by the Firm, the Firm shall provide quality control of submitted work product, then submit copies of video, digital data, and image findings in a format specified by the City to the Consultant. **The Consultant shall perform a Quality Assurance review and no payment shall be made for the submitted work until the Consultant reviews and approves submitted videos and quantities of estimated linear foot of sewer line videotaped.**

The Firm shall make these submittals directly to the Consultant on a bi-weekly basis (once every two weeks). However, billings shall be made only on a monthly basis for approved work.

The Consultant shall confirm or reject the condition assessment results submitted by the Firm within two weeks of the submission. The Consultant will return work in need of correction or rework to the Firm on a bi-weekly basis.

The Firm agrees to abide by the submission guidelines for electronic data, reports, and standard of quality set forth by the City. It shall be the Consultant's duty to review the Firm's regularly submitted work based on the City's standards. The Consultant's decision shall be final except in cases where all City guidelines are met and the interpretation of acceptance is subjective. Only the City has the authority to override the Consultant's decision.

Progress payment for the work submitted thus far is subject to the final approval of the Consultant, and no payment for the submitted work that has been rejected shall be made until all the Consultant's concerns are addressed to the Consultants satisfaction.

The guidelines to be used by the consultant for review and approval are outlined below under the section, Approval Guidelines.

3. APPROVAL GUIDELINES

The Consultant shall base his review of the submitted work product upon the following submission guidelines, which will be discussed during the Project Initiation Meeting and is noted below:

a. All submittals rejected by the firm shall not be considered for payment and shall be redone by the Firm. All hardships or irregularities during video inspection must be thoroughly, clearly and properly documented with photographs and comments in order for a pipe to be considered "Uninspectable".

b. The proper videotaping procedures must be followed as outlined below under the section Videotaping Procedures and STOP locations. All submittals with premature or improper STOP procedures shall be rejected.

c. The clarity of the video inspection shall be in a quality wherein the condition of the pipe may be visually confirmed by the Firm with no obstruction or excessive wastewater flows. If the Firm cannot positively confirm the condition of the pipe due to poor video quality, pipe flow or obstruction, then the submittal may be rejected by the Firm if:

- The pipe was improperly cleaned, or exhaustion of approved cleaning methods was not properly documented.
- The pipe flow was not stopped or controlled as per the specifications.

4. PROJECT INITIATION MEETING (PRE-CONSTRUCTION MEETING)

Prior to the initial work order release, a meeting will be held at Alameda City Hall West to discuss the submission guidelines for submittals by the Firm and clarify any questions on procedure, contract scheduling, product review, approval and payment. The Project Initiation Meeting will be scheduled to take place at least one week prior to the first day of scheduled work by the Firm.

Firm shall provide a demonstration copy of a digital video inspection database and associated videos and still image files on digital media meeting the quality control provisions as stated in the specifications. When approved for use, the demonstration videos and database shall be used as a basis for approval for data and images collected and displayed on the digital media.

5. VIDEOTAPING PROCEDURES AND "STOP" LOCATIONS

Payment shall be at the unit price bid as noted in the specifications from the start manhole structure to the end manhole structure, or from the start manhole to a STOP location.

All video inspections submitted by the Firm shall proceed only as detailed by the specific situations outlined below:

a. 1st condition – Ideally the video inspection shall proceed from the start manhole structure to the end manhole structure without obstruction, blockages, or interference from excessive wastewater flows. Inspections shall proceed from upstream to downstream unless access into the upstream structure is prevented or the inspection is a reverse setup.

b. 2nd condition – If a STOP location is encountered before reaching the end manhole structure, then:

   1. All STOP locations shall be confirmed by video imaging from the start of the run (first manhole structure) to the point of the STOP causing event. Include appropriate observation coding and clear concise comments in the report documenting the reason for the STOP event.

   2. Any STOP event shall be followed with a REVERSE SETUP from the opposite end of the line segment. The Firm shall use the Reverse inspection function of Granite XP to record such inspections.

   3. If the reverse video inspection can proceed from the end manhole structure to the point of the initial STOP causing event, then the video inspection shall be considered complete.

c. 3rd Condition – Proceeding from the REVERSE SETUP as outlined in the 2nd Condition, if a second STOP location is found before reaching the initial STOP point during the cleaning procedure, its presence shall be confirmed by video imaging from the start of the REVERSE SETUP run to the point of the STOP causing event. Include appropriate observation coding and clear concise comments in the report documenting the reason for the STOP event.

6. NO PAYMENT AND REJECTION FOR PARTIALLY COMPLETED WORK WHEN:

a. Line cleaning and incomplete inspection work is submitted without a picture and thorough, clear and concise description of the STOP event.

b. A REVERSE SETUP and camera run is not attempted after a STOP is recorded and when access by the camera at the opposite end of the selected line segment was feasible.

   1. Where REVERSE SETUPS are attempted but unsuccessful, thorough documentation with videos, pictures and comments must be provided in order for the area to be considered "Uninspectable".

2. In any instance where the feasibility or acceptability of a REVERSE SETUP or STOP event is in question, the Firm shall contact the City or the Firm. The City shall have the final decision in such matters.

c. There is the presence of excessive wastewater in the line as stated in the specifications.

d. In any instance where the Consultant rejects the work or if it is determined by the City that the Firm failed to follow the standard operating procedures.

PERMITS AND LICENSES

The Firm shall procure all permits and licenses, including City of Alameda business license and pay the necessary fees. Payment to the Firm for permits shall be the actual cost of the permit. The cost of the City of Alameda business license is not refundable and no reimbursement will be made for this pay item. Each SubFirm must have a current City of Alameda business license.

EXHIBIT B

RATE PROPSAL SHEET

SEWER MAINS VIDEO INSPECTION and CLEANING, PHASE 6

Project No. P.W. 01-13-01

CITY OF ALAMEDA

PUBLIC WORKS DEPARTMENT

Item No.	Item Description	Unit	Quantity	Unit Cost
1.	Manhole Inspections	EA	3,29	
2.	Sewer Cleaning and Video Inspection 4""	LF	924	
3.	Sewer Cleaning and Video Inspection 6"	LF	53748	
4.	Sewer Cleaning and Video Inspection 8"	LF	14738	
5.	Sewer Cleaning and Video Inspection 10"	LF	4617	
6.	Sewer Cleaning and Video Inspection 12"	LF	1864	
7.	Sewer Cleaning and Video Inspection 14"	LF	272	
8.	Sewer Cleaning and Video Inspection 15"	LF	1108	
9.	Sewer Cleaning and Video Inspection 18"	LF	1494	
10.	Sewer Cleaning and Video Inspection 21"	LF	1034	

10	Permit (Allowance)	EA	1	$1,000.00

TOTAL: **$**_____

Amount of Time Required to Commence Work After Receipt of Work Order: **_5_ Days**

EXHIBIT C

FIRM AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2013, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and COMPANY NAME, a (California corporation, partnership, sole proprietor, individual) whose address is ADDRESS, hereinafter called the Firm, in reference to the following:

RECITALS:

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

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

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

D. City and Firm desire to enter into an agreement for _Sewer Mains Video Inspection and Cleaning, Phase 6, upon the terms and conditions herein.

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

1. **TERM**:

The term of this Agreement shall commence on the 1st day of _____, 2013, and shall terminate on the _____ day of _____, 2014, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED**:

Firm shall perform each requested service set forth in the list of services detailed in Exhibit "A", as directed by the City, which is attached hereto and incorporated herein by this reference. The Plans, Specifications, and Special Provisions referred to in Exhibit "A" are those Plans, Specifications, and Special Provisions that were included in the City's solicitation for this work and are incorporated into this agreement by reference. The firm acknowledges that the work plan included in Exhibit "A" is tentative and does not commit the City to perform all tasks included therein.

3. **COMPENSATION TO FIRM**:

Firm shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from the CIP 06-41 fund.

Payment will be made by the City in the following manner: On the first day of each month, Firm shall submit a written estimate of the total amount of work done the previous month. Payment will be for time and direct costs and are not to exceed budget. Pricing and accounting of charges are to be according to the fee schedule in Exhibit "B" unless mutually agreed upon in writing. Extra work must be approved to in writing by City prior to performance and shall be paid on a Time and Material basis using Exhibit "B" schedule.

Compensation for bid is $xx,xxx. There is a xx% contingency in the amount of $xx,xxx. Total compensation under this contract shall not exceed $(figure rounded to nearest). Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

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

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

It is agreed by the parties to the Agreement that in case all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in paragraph 1 above, damage will be sustained by the City, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore agreed that the Firm will pay to the City the sum of five hundred Dollars ($500) per day for each and every day's delay beyond the time prescribed to complete the work; and the Firm agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Firm under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Firm, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions. The Firm shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the City, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subFirms due to such causes; provided that the Firm shall, within one (1) day from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. **STANDARD OF CARE**:

Firm agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES**:

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

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

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

8. **NON-DISCRIMINATION:**

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

9. **HOLD HARMLESS**:

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

Indemnification For Claims for Professional Liability:

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

10. **INSURANCE**:

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

A. **COVERAGE**:

Firm shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

If submitted, combined single limit policy with aggregate limits in the amounts of $1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	$1,000,000 each occurrence
Property Damage:	$1,000,000 each occurrence
or	
Combined Single Limit:	$2,000,000 each occurrence

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Firm in the amount of at least $2,000,000.

B. **SUBROGATION WAIVER**:

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

C. **FAILURE TO SECURE**:

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

D. **ADDITIONAL INSURED**:

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

E. **SUFFICIENCY OF INSURANCE**:

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

Firm shall furnish the following bonds from a bonding company acceptable to the City Attorney. Faithful Performance Bond and Labor and Material Bond are only required for work over $25,000. Therefore, those estimates that are under $25,000 will not need to budget for the bond premiums and those estimates over $25,000 will need to be sure to budget for the bond premiums.

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

11. **BONDS**:

Firm shall furnish the following bonds from a bonding company acceptable to the City Attorney:

A. **Faithful Performance**:

A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. **Labor and Materials**:

A bond for labor and materials in the amount of 100% of the total contract price.

12. **CONFLICT OF INTEREST:**

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

13. **PROHIBITION AGAINST TRANSFERS**:

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

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

14. **SUBFIRM APPROVAL**:

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

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

15. **PERMITS AND LICENSES**:

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

16. **REPORTS**:

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

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

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

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

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

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

17. **RECORDS**:

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

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

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

18. **NOTICES**:

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

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

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Attention: Shilpa Patel, Assistant Engineer
Ph: (510) 747-7930 / Fax: (510) 769-6030

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

_____
_____
_____
_____
Ph: ( ) / Fax: ( ) _____
Email:

19. **TERMINATION**:

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

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

20. **LAWS TO BE OBSERVED**.

The Firm shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

21. **PREVAILING WAGES**:

a. The Firm is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. Since this Project involves a "public work" project, as defined by the Prevailing Wage Laws, Firm shall fully comply with such Prevailing Wage Laws. Firm's failure to comply with the Prevailing Wage Law may constitute a default under the contract for performance of the Work which would entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

b. The Firm shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Firm may view a copy of the prevailing rates of per diem wages at the City's Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda. The Firm shall make copies of the prevailing rates of per diem wages for each craft, classification or type

of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Firm's principal place of business and at the Project site. The Firm shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.

c. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates shall apply unless the State wage rates are higher. The Federal Wage Rates applicable to the contract are those current within ten (10) days of the bid due date.

d. The Firm and all subFirms shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Firm or any SubFirm and such workers.

e. The Firm and all subFirms shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

f. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

g. Pursuant to Labor Code § 1775, the Firm shall as a penalty to the City, forfeit Fifty Dollars ($50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Firm or by any SubFirm under it. The amount of the penalty shall be determined by the Labor Commission. In addition, the difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each work by the Firm.

h. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

i. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at www.dir.ca.gov.

22. **HOURS OF LABOR**.

a. As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Firm or by any SubFirm on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Firm in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

b. The Firm shall pay to the City a penalty of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the Firm, or by any SubFirm, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Firm is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

c. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

23. **CERTIFIED PAYROLL**.

a. Firm's attention is directed to California Labor Code Section 1776, which requires Firm and any subFirms to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Certified payrolls shall be prepared and submitted weekly to the Labor Compliance Officer, Gail Carlson, Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501 by the Firm and each subFirm. Firm is responsible for the submission of copies of payrolls by all subFirms. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Firm or subFirm or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

b. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;

c. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and

d. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. If the Firm or a subFirm does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.

f. In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the FIRM shall forfeit as a penalty to the CITY, $25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

24. **APPRENTICES**.

a. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Firm or any subFirm under him on contracts greater than $30,000 or 20 working days. The Firm and any subFirm under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

b. Section 1777.5 requires the Firm or subFirm employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

c. The Firm is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Firm employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other Firms on the public works site are making such contributions; or (2) if the Firm is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Firm' required contribution. The Firm or subFirm shall pay a like amount to the California Apprenticeship Council.

d. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

25. **LABOR DISCRIMINATION**.

No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Firm for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

26. **REGISTRATION OF FIRMS**.

Before submitting bids, Firms shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

27. **URBAN RUNOFF MANAGEMENT**:

The Firm shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, Firm shall use as little as necessary. Firm shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Firm shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

A. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), in site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

B. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.

C. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.

D. After breaking old pavement, Firm shall remove all debris to avoid contact with rainfall or runoff.

E. Firm shall maintain a clean work area by removing trash, litter, and debris at the end of each workday. Firm shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars ($250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the Firm, pursuant to Cal. Water Code §13385.

28. **COMPLIANCE WITH MARSH CRUST ORDINANCE**:

Firm shall perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Firm shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Firm shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

29. **COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:**

The Firm shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, issued by the California Regional Water Quality Control Board. Firm shall follow the City's IPM Policy and utilize generally accepted IPM Best Management Practices (BMPs) to the maximum extent practicable for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties. A copy of the City's IPM Policy may be obtained from the Department of Public Works and is also on file with the City Clerk. Firm shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

30. **PURCHASES OF MINED MATERIALS REQUIREMENT**:

Firm shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Firm shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: www.conservation.ca.gov/OMR/ab_3098_list/index.htm. Note that the list changes periodically and should be reviewed accordingly.

31. **COMPLIANCES**:

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

32. **CONFLICT OF LAW**:

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

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

33. **ADVERTISEMENT**:

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

34. **WAIVER**:

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

35. **INTEGRATED CONTRACT**:

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

36. **INSERTED PROVISIONS**:

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

37. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

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

FIRM
(Corporation)

_____
Name
Title

_____
Name
Title

CITY OF ALAMEDA
A Municipal Corporation

_____
John A. Russo
City Manager

RECOMMENDED FOR APPROVAL

_____
Matthew T. Naclerio
Public Works Director

APPROVED AS TO FORM:
City Attorney

_____
Stephanie Garrabrant-Sierra
Assistant City Attorney

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or FIRMS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Firm:

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SAMPLE

WHO IS AN INSURED (Section II) is amended to include as an insured the person or firm shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____
The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:
IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:
IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:
IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:
IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICYNUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or firm(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

SAMPLE

Name of Person or Firm:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or firm shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____
The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:
IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CA 20 48 02 99

Page 1 of 1

EXHIBIT D

CCTV SEWER MAIN VIDEO INSPECTION TENTATIVE MAP

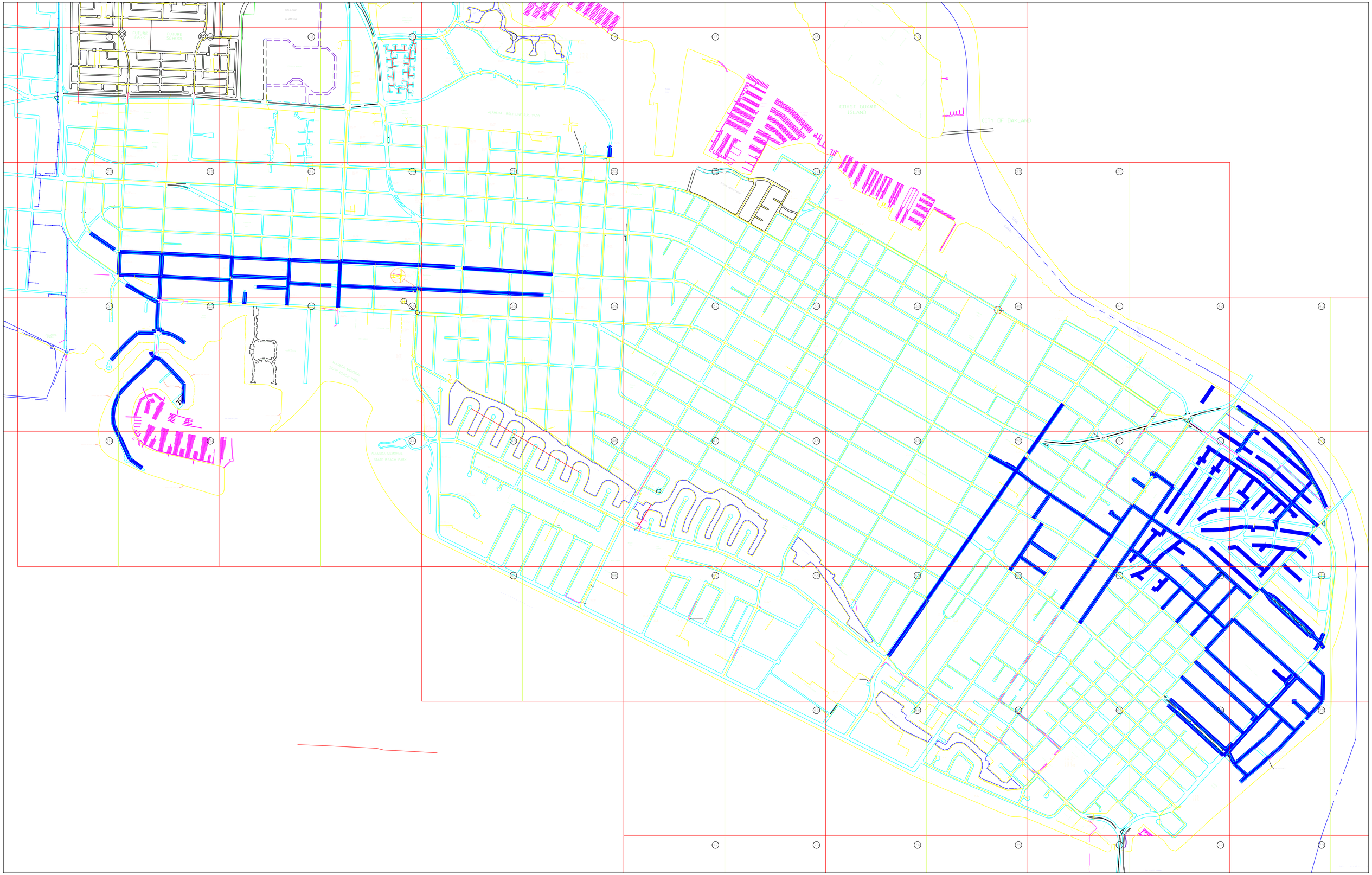
FUTURE PARK
FUTURE SCHOOL
COLLEGE
ALAMEDA
ALAMEDA BELT LINE R.R. YARD
COAST GUARD ISLAND
CITY OF OAKLAND
ALAMEDA MEMORIAL STATE BEACH PARK

EXHIBIT E

MANHOLE INSPECTION TABLE

Manhole Inspection Table

	LID					FRAME	CONE			BARREL					BASE				PIPE			SIZE (Inch)				I&I	DATE	NR to FL
MH #	Vented	Solid	Pick Hole	Notch	Damaged*	Damage*	Conc.	Brick	B&M	Damage*	Conc.	Brick	B&M	Damage*	Conc.	Brick	B&M	Damage*	VCP	PVC	HDPE	N	S	E	W		11/26/2012	
10012706	x			x	3	2	x			2	x			1	x			1	x			8	8			3	4/12/2011	6.5
10012703	x			x	1	1	x			1	x			1	x			1	x			8	8		8	2	4/12/2011	6.8
10012804	x			x	1	1	x			1	x			1	x			1	x			8	8	8	8	2	4/12/2011	8.8
10012501	x			x	1	1	x			1	x			1	x			2	x			8	8	8	4	1	4/12/2012	7.2
10012507			x	x	1	1	x			1	x			1	x			1	x			6	6		6	1	4/14/2011	6.7

LEGEND: **Manhole number.**

MH#- **(Manhole sections inspected are identified as LID, FRAME, CONE, BARREL, BASE, PIPE)**

x- **Option chosen based on field observation.**

Damage* - **Damage ranked from 1 to 5, 1 being no damage, 5 being in need of immediate repair.**
(Picture taken of observed damage)

B&M - **Mortar lined brick manhole.**

VCP- **Vitrified clay pipe.**

PVC- **Polyvinyl Chloride**

HDPE- **High density polyethylene**

Size - **Pipe size input in inches**

I&I - **Observed infiltration & inflow ranked from 1 to 5, 1 being none, 5 being severe.**

NR to FL - **North Rim to Flow Line is measured to nearest tenth of foot.**

c/o - **Cleanout, not manhole.**

uto - **Unable to open lid. Will return with additional tools.**

utl - **Unable to locate in the field. Will research records and re-inspect.**

N,S,E,W- **Direction of pipe entering manhole.**