

City of Alameda

REQUEST FOR PROPOSAL



The Public Works Department is seeking proposals for engineering design services for approximately 2.7 miles of sanitary sewer main, associated manholes and lower sewer laterals.

Issued: November 12, 2015

Submittal Deadline:

2:00 PM on December 3, 2015

City of Alameda
Public Works Department
950 West Mall Square
Alameda, CA 94501

I. NOTICE INVITING PROPOSALS

The City of Alameda (City) Public Works Department invites proposals for engineering design services for the rehabilitation of approximately 2.7 miles of sanitary sewer main, associated manholes and lower sewer laterals. It is necessary for Proposers to read the information contained in this Request for Proposal (RFP) to understand how to submit the proposal, what documents must accompany the proposal and what legal obligations the Proposer is submitting by providing a successful proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP and, if invited, participate in an interview. Proposals must be received by the City Public Works Department by 2:00 PM on December 3, 2015.

IA. SUBMITTAL OF PROPOSAL

Proposers shall submit two (2) complete double-sided, copies of their proposal (including one unbound, copy ready), on paper containing a minimum of 20% post-consumer recycled content. Proposals must be in a sealed envelope bearing the caption "City of Alameda – Sewer Design Proposal". Proposals shall be submitted to:

ATTN: Erin Smith, Acting Deputy Public Works Director
City of Alameda
950 West Mall Square
Alameda, CA 94501
RE: Sewer Design Proposal

Proposals may be submitted in person at the Public Works Department, or by mail, but must be received by 2:00 PM on December 3, 2015. Late proposals will not be considered. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

Any Proposal received prior to December 3, 2015 may be modified or withdrawn by written request from the Proposer to the City up to the official time when all proposals are due. All proposals shall be held to be valid and available to the City in all respects until one such proposal has been accepted by the City and an agreement fully executed, or until a proposal has been specifically rejected by the City, whichever occurs first.

The City reserves the right to reject any and all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate modification to any proposal following the deadline for receipt, and to waive any irregularities if such would serve the interests of the City. The City retains sole discretion to evaluate proposals and make an award to the Proposer that the City deems to have the most responsive proposal. The City reserves the right to negotiate all final terms and conditions of any contract entered into.

All costs incurred during proposal preparation or in any way associated with the Proposer's preparations, submission, presentation or oral interview shall be the sole responsibility of the Proposer.

Proposers are liable for all errors and omissions contained in their proposals.

IB. PRE-PROPOSAL QUESTIONS

All questions regarding the proposal documents and proposal should be directed to:

Erin Smith, Acting Deputy Public Works Director
City of Alameda Department of Public Works
950 West Mall Square
Alameda, CA 94501
esmith@alamedaca.gov

Pre-proposal questions will be accepted until November 24, 2015.

II. CITY OF ALAMEDA

Alameda is a city in Alameda County, California. It is located on Alameda Island and Bay Farm Island, and is adjacent to and west of Oakland, California. Alameda became a charter city and adopted a council-manager government in 1916. The City has a total area of 23 square miles, of which 10.6 square miles is land and 12.3 square miles is water, per the United States Census Bureau. As of 2014, the City has a total population of approximately 75,500.

The City's sewer system includes approximately 140 miles of City-owned sanitary sewers and 42 sewage pump stations, including 14 miles of pipes and 9 pump stations located in Alameda Point, the former Alameda Naval Air Station site. In addition, there are over 10 miles of pipelines and 7 pump stations located in Alameda that are part of the East Bay Municipal Utility District (EBMUD) wastewater system, which serves as the "backbone" of Alameda's sewer network. All wastewater is conveyed to EBMUD's South Interceptor in Oakland via inverted siphon pipelines underneath the Oakland Estuary, from where the flow is conveyed north to EBMUD's Main Wastewater Treatment Plant located near the eastern terminus of the San Francisco-Oakland Bay Bridge. During periods of wet weather when the capacity of the interceptor is exceeded, flows in the South Interceptor may be diverted to EBMUD's Oakport and San Antonio Creek Wet Weather Facilities (WWFs) in Oakland for storage and/or discharge.

In 2007, a series of regulatory decisions resulted in the remand of EBMUD's permit for its WWFs, and Stipulated Orders for Preliminary Relief were subsequently issued by the U.S. Environmental Protection Agency (EPA) to both EBMUD and the Satellites requiring asset management programs and plans to reduce wet weather flows. Recognizing the need to address the capital demands of its aging sewer system, in 2010 the City adopted a program of increases to its sewer service charge to fund needed improvements. In September 2014, EBMUD and the Satellites entered into a Consent Decree with EPA, the State Water Resources Control Board, and San Francisco Bay Regional Water Quality Control Board (RWQCB) intended to eliminate discharges from the WWFs over an approximate 20-year period. For Alameda, the CD-required "Work" includes specified annual amounts of sewer rehabilitation, inspection, and cleaning; as well as continued implementation of private sewer lateral compliance and inflow elimination programs; and pump station renovation.

The City worked with RMC Water and Environment over the past year to prepare a Sewer Master Plan with the following primary objectives:

- Confirm that the system has adequate capacity to handle peak wet weather flows, as required for the System Evaluation and Capacity Assurance Plan element of the Sewer System Management Plan (SSMP)
- Satisfy the Rehabilitation and Replacement Plan requirements of the SSMP and Final Consent Decree the City operates under

- Establish a firm basis for project priorities and budgets in the City's 20-year Capital Improvement Program

The design work in this scope is the second year of the City's 20 -Year Capital Improvement Program and intended to meet the annual sewer rehabilitation requirement of the Consent Decree.

III. SCOPE OF WORK

The project involves design services for the rehabilitation/replacement of multiple sewer mains, manholes and lower sewer laterals on various streets and easements throughout the City. The exact method of repair, rehabilitation, or replacement of the sewer lines and determination if manholes require replacement, rehabilitation or keep-in-place should be determined during pre-design work.

The Consultant shall evaluate and review existing CCTV inspection and GIS data, if available, conduct utility investigation, geotechnical analysis, survey and design work for all sanitary sewer mains within the project. The Consultant must conduct a field inspection of each pipeline segment, connection between a private sewer lateral and pipeline segment, manhole and appurtenance for the purpose of verifying accuracy of existing CCTV, map and other related data.

The City has two characteristic soil types - those with relatively stable soil conditions and those with more unstable soils (e.g. fill material) and high groundwater levels. The latter conditions generally are on the perimeter of the main Alameda Island and much of Harbor Bay Isle. Construction in these poor soil areas may require additional design considerations, substantial trench shoring (e.g., sheet piles for deeper excavations) and/or more extensive dewatering.

The City has a sewer construction contractor under a five year contract. Therefore, this scope of work doesn't need to include services for bidding assistance. In addition, the project specifications adopted when the contract was originally awarded can be used for this work. The scope of work should include, however, a review of the existing specifications and preparation of any needed amendments and/or addendums for this particular project.

Final deliverable to the City shall consist of final construction drawings, any necessary amendments to the existing sewer replacement specifications, and a final detailed construction cost estimate. Consultant shall provide two (2) half-sized to scale printed sets of final plans and three (3) full size sets of printed final plans. These documents shall also be provided in PDF and AutoCAD format. Specification amendments and the construction cost estimate shall be provided electronically only.

In summary, services for this project include investigative and design work, preparation of a detailed construction cost estimate, and review of the existing construction specifications and preparation of any required revisions or addendums.

Exhibit C contains a list of pipe segments in the project, summary statistics and an overview map.

IV. PROPOSER QUALIFICATIONS

Proposers must meet the following minimum qualifications in order to be considered responsive to this RFP:

- Proposer shall have at least three (3) years of experience in providing to, or working with public agencies, for sanitary sewer design services.
- Demonstrate that the consultant firm has the appropriate professional and technical background as well as access to adequate resources to fulfill the stated scope of services.

V. PROPOSAL REQUIREMENTS

V.A. Letter of Transmittal

The transmittal letter should:

- Indicate the intention of the Proposer to adhere to provisions described in the RFP;
- Identify the submitting organization;
- Identify by name and title, the person authorized to contractually obligate the organization;
- Identify the contact person responsible for the Proposal, specifying name, title and contact information;
- Provide the original signature of the person authorized to contractually obligate the organization.

V.B. Project Plan

Proposer must describe their understanding of the project and how they intend to meet the stated needs of the Public Works Department. The Project Plan must include a description of their approach to sanitary sewer design work and a schedule for project completion, assuming a January 2016 start. The plan should outline required tasks, estimated hours, responsibilities, major deliverables, and a detailed schedule. The Project Plan must also identify a project manager and other key individuals who will be interfacing with the City during the project and shall contain their resumes.

V.C. Client References

Proposer must complete and include the Client Reference worksheet included in **Exhibit A**.

V.D. Project Cost Sheet

The Proposal shall include a completed and signed project cost sheet, itemized by task.

V.E. Insurance Requirements and Standard Form

The selected Proposer will be expected to sign an agreement for professional services with the City. The City's standard professional services contract and associated insurance requirements are included in **Exhibit B**. The Proposal must include any required revisions to the standard form agreement and a statement that the Proposer can satisfy insurance requirements.

VI. EVALUTATION CRITERIA

The City will appoint an Advisory Committee to evaluate the submitted proposals and to conduct interviews, if determined needed. During evaluation of the proposals, questions may arise related to specific proposals. The City may issue a request for clarification to all Proposers. All Proposers will be

expected to promptly answer these questions in writing. The responses shall be considered addenda to the Proposal and as much a part of the original as if included therein. The City reserves the right to determine if the services offered by the Proposer is acceptable in meeting their requirements.

The Advisory Committee strives for objectivity in considering each Proposer. The follow selection criteria will be used:

- **Proposal Response (20 points):**

The Advisory Committee will consider the Proposer's understanding of the project and their ability to meet the City's needs within stated timelines.

- **Timeliness of Final Deliverables (20 points):**

The City hopes to have the final construction documents complete by early May 2016. How quickly the Proposer can prepare the deliverables will be considered although not at the expense of product quality.

- **Product Quality (40 points):**

Client references and the quality of products in past projects will be heavily considered.

- **Cost Proposal (20 points):**

The cost of the project is a factor the Advisory Committee will consider. The City reserves the right to award the entire scope of work in the project cost sheet or some portion thereof.

After reviewing, analyzing, and discussing the proposals, client references, and interviews, if needed, the Advisory Committee will make a recommendation for the selection of the preferred Proposer. The recommendation of the Advisory Committee shall not be binding on the City.

The City reserves the right to determine if the product(s) and services offered by the Proposer is acceptable in meeting their requirements.

Once the City selects a preferred Proposer, all other Proposers will be notified by the City in writing within fourteen working days of the decision.

EXHIBIT A. CLIENT REFERENCES

The following is a list of three (3) references (public agencies, preferred) that most closely reflect similar projects to the scope of work for the City of Alameda.

Reference #1

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Service Dates: _____ Project Cost: _____

Reference #2

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Service Dates: _____ Project Cost: _____

Reference #3

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Service Dates: _____ Project Cost: _____

EXHIBIT B. Standard Agreement and Insurance Requirements

SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____, 20__, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and COMPANY, (California corporation, partnership, sole proprietor, individual), whose address is ADDRESS, (hereinafter referred to as "Provider"), 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. Various City projects require environmental professional services. The City issued a Request for Proposal for the services in this contract scope and selected the firm that best meets the City's needs.
- C. Provider 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 Provider desire to enter into an agreement for _____

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 ___ day of _____ 20__, and shall terminate on the ___ day of _____ 20__, unless terminated earlier as set forth herein.

This contract may be mutually amended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this contract. The Public Works Director may submit written notice that the contract is to be extended at the same terms and costs as the existing contract, except as provided herein.

The unit process for any contract amendment to this agreement shall be adjusted by the Consumer Price Index for the trades associated with the work from the original contract date to the estimated date of the proposed amendment.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

Provider shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Exhibit A and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from **Program XXX and Fund XXX**.

Payment will be made by the City in the following manner: During the first week of each month, Provider shall submit a written estimate of the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule in Exhibit A unless mutually agreed upon in writing. Extra work must be approved in writing by the City prior to performance and shall be paid on a Time and Material basis using Exhibit A schedule.

Total compensation for work is \$_____, with a _____ percent contingency in the amount of \$_____ for a total not to exceed of \$_____. 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:

Provider and City agree that time is of the essence regarding the performance of this Agreement. The Provider 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 subProviders due to such causes; provided that the Provider shall, within one 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:

Provider 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:

Provider hereby declares that he is engaged as an independent business and he agrees to perform his services as an independent contractor. The manner and means of conducting the work are under the control of Provider, 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 Provider'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 Provider, 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 Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee 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. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

Provider 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 Provider'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 Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

10. INSURANCE:

On or before the commencement of the terms of this Agreement, Provider 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 and D. Such certificates, which do not limit Provider'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 ten (10) days' advance written notice to the City of Alameda, "Attention: Risk Manager." It is agreed that Provider 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, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider 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 \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) 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 Provider in the amount of at least \$2,000,000.

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

If Provider 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 Provider's name or as an agent of the Provider and shall be compensated by the Provider 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, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. 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 Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. PROHIBITION AGAINST TRANSFERS:

Provider 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 Provider 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 Provider.

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

12. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of services hereunder.

13. REPORTS:

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

No report, information nor other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval by City.

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

14. RECORDS:

Provider 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.

Provider 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. Provider

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 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 Provider shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

15. 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 Provider to City shall be addressed to City at:

City of Alameda
Public Works Department
950 West Mall Square
Alameda, CA 94501
ATTENTION: Erin Smith, Acting Deputy Director
Ph: (510) 747-7938; email: esmith@alamedaca.gov

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

[Provider Name]
[Department]
[Address]
[City, State, zip]
ATTENTION: [Title]
Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

16. LAWS TO BE OBSERVED:

The Provider 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.

17. SAFETY:

The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including safety of all persons and property during performance of the services under this AGREEMENT. This requirement will apply continuously and not be limited to normal working hours. Safety provisions will conform to U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the AGREEMENT. Where any of these are in conflict, the more stringent requirement will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a Police Report.

18. TERMINATION:

In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) business days after receipt by Provider 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 Provider 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 Provider 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.

19. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

20. COMPLIANCES:

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

21. 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.

22. 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 Provider.

23. 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.

Signatures on next page

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

COMPANY
(A California corporation, partnership,
sole proprietor, individual)

CITY OF ALAMEDA
A Municipal Corporation

NAME
TITLE

Elizabeth D. Warmerdam
Interim City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

Liam Garland
Acting Public Works Director

APPROVED AS TO FORM:
City Attorney

Janet Kern
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 PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

SAMPLE

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization 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.

POLICY NUMBER:

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 organization(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: (Authorized Representative)
Named Insured:	

SCHEDULE

SAMPLE

Name of Person or Organization:
 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 organization 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.

City of Alameda
Request for Proposal
Engineering Design Services for Sewer Rehabilitation
Exhibit C

SEWERS	LENGTH (Ft)	DIAM (In)	MATERIAL	EASEMENT
9725302-9725301	94	4		NO
9120638-9120603	51	4		NO
9722003-9721004	174	6		NO
9723002-9723001	187	6	VCP	NO
9725701-9720004	163	6		NO
9310406-9740021	654	6	VCP	NO
9320706-9320705	161	6	VCP	NO
9320707-9320705	293	6	VCP	NO
9320902-9320706	252	6	VCP	NO
9320804-9321205	223	6	VCP	NO
9320804-9320902	204	6	VCP	NO
9321205-9321203	216	6	VCP	NO
9321206-9410005	282	6	VCP	NO
9321206-9321203	281	6	VCP	NO
9420325-9420324	242	6	VCP	NO
9420326-9420325	200	6	VCP	NO
9420328-9420327	193	6	VCP	NO
9632704-9632703	296	6	VCP	NO
9632504-9632704	298	6	VCP	NO
9641009-9641007	140	6	VCP	NO
9641009-9632002	376	6	VCP	NO
9721011-9711008	291	6	VCP	NO
9721012-9721011	227	6	VCP	NO
9725801-9720003	129	6	VCP	NO
9721013-9721012	85	6	VCP	NO
9725802-9725801	130	6	VCP	NO
9641033-9641032	73	6		YES
9725203-9725202	196	6	VCP	YES
9631702-9631701	324	6	VCP	YES
9641032-9641031	383	6	VCP	YES
9641031-9641001	514	6	VCP	YES
9641302-9641301	108	6	VCP	YES
9110007-9110002	361	8		NO
9110039-9110002	10	8		NO
9110002-9110001	377	8		NO
9110001-9110203	108	8		NO
9725301-9720009	136	8		NO
9634201-9633106	271	8	VCP	NO
9634205-9634201	257	8	VCP	NO
9711006-9711004	258	8	VCP	NO
9711008-9711006	263	8	VCP	NO
9410009-9410008	295	8	VCP	NO
9420520-9420518	303	8	VCP	NO
9722000-9720003	138	8	VCP	NO

SEWERS	LENGTH (Ft)	DIAM (In)	MATERIAL	EASEMENT
9722002-9722000	235	8	VCP	NO
9722003-9722002	114	8	VCP	NO
9723001-9720007	768	8	VCP	NO
9725403-9725401	388	8	VCP	NO
9725405-9725403	228	8	VCP	NO
9723007-9723004	655	8	VCP	NO
9723004-9723003	446	8	VCP	NO
9212012-9212011	149	8		YES
9212013-9212011	62	8		YES
9421101-9400018	13	10	VCP	NO
9810201-9811508	96	10	VCP	NO
9421300-9421101	17	10	VCP	NO
9212011-9212001	262	10	VCP	YES
9420408-9420300	20	12		NO
9420300-9400010	12	15		NO
9641002-9641001	266	15	VCP	NO
9641006-9641002	108	15	VCP	NO
9641007-9641006	77	15	VCP	NO

Number of Pipe Segments	62
Length of Existing 4-6"	7,440
Length of Existing 8-10"	208
Length of Existing 12-15"	483
Length in Easement	2,071

City of Alameda
Request for Proposal
Engineering Design Service for Sewer Rehabilitation
Exhibit C
November 12, 2015

Legend

- City Sewer_Main
- City Sewer_Main Part of Project
- Private Sewer_Main

