

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: August 26, 2021

Submittal Deadline:

2:00 PM on Friday, September 10, 2021

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

I. NOTICE INVITING PROPOSALS

The City of Alameda (City) Public Works Department invites proposals for civil 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 Civil Engineering Design Consultants (Consultant) 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 Consultant is submitting by providing a successful proposal. Any Consultant 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 Friday, September 10, 2021.

IA. SUBMITTAL OF PROPOSAL

The proposal shall be submitted in **electronic format (PDF)** to the City of Alameda's Public Works general mailbox at pw@alamedaca.gov by **2:00 p.m. on September 10, 2021**. It is the Consultant's responsibility to clearly identify the RFP name in the email subject line "RFP for ENGINEERING DESIGN SERVICES FOR SEWER REHABILITATION". It is also the Consultants responsibility to acknowledge and respond to the automated response message from the City of Alameda so that the email is released from the City's spam account. The City shall not be held liable for negligence on the Consultant's part to confirm acknowledgement or failure to respond to the automated message. The time and date on the email, as received in the City's general mailbox, will serve as the official received date and time stamp. Please allow sufficient time to submit and acknowledge the submittal of your proposal. RFP's with a time stamp after 2 p.m. will not be accepted.

Any Proposal received prior to September 10, 2021 may be modified or withdrawn by written request from the Consultant to the City up to the official time when all proposals are due.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 Consultant 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 Consultant's preparations, submission, presentation or oral interview shall be the sole responsibility of the Consultant.

Consultants 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:

Shilpa Patel, Assistant Engineer
City of Alameda Department of Public Works
950 West Mall Square, Room 110
Alameda, CA 94501
spatel@alamedaca.gov

Pre-proposal questions will be accepted until September 2, 2021.

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 78,000.

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 in 2015 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 eighth 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 "bid ready" construction drawings, any necessary amendments to the existing sewer replacement specifications, and a final detailed construction cost estimate. The 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, final "bid ready" construction drawings, 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. CONSULTANT QUALIFICATIONS

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

- Consultant 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 Consultant 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

Consultant 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 November 2021 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. Submit 60%, 90% and 100% & Bid Set Engineering plans for review and comment.

V.C. Client References

Consultant 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 Consultant 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 Consultant 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 Consultants. All Consultants 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 Consultant is acceptable in meeting their requirements.

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

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

The Advisory Committee will consider the Consultant'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 2022. How quickly the Consultant 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 Consultant. 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 Consultant is acceptable in meeting their requirements.

Once the City selects a preferred Consultant, all other Consultants 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 SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2021 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and COMPANY, a (California corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS (the “**Provider**”), in reference to the following facts and circumstances:

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. The City is in need of the following services: Engineering Design Services for Cyclic Sewer, Phase 19. City staff issued a RFP/RFQ on August 19, 2021 and after a submittal period of 21 days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider 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 Engineering Design Services for Cyclic Sewer, Phase 19, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree 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 Agreement may be mutually extended 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 Agreement. The Public Works Director may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement and the compensation adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.

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:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B. 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 CIP 96003-61060-96003.

b. If you wish to encumber department funds for the aggregate amount of the contract compensation, then state: The total five-year compensation for this Agreement shall not exceed \$XXX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

If you wish to encumber department funds annually in the same amount, or if you are doing a contract with one-year extensions, then state: Compensation for this contract shall not exceed \$XX,XXX per year, for a total five-year Compensation not to exceed \$XXX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City

If the compensation is to be encumbered annually, but in different amounts because of an escalator then state: Compensation for work done under this Agreement, shall not exceed as follows:

FY XX-XX total compensation shall not exceed \$XX
FY XX-XX total compensation shall not exceed \$XX
FY XX-XX total compensation shall not exceed \$XX
FY XX-XX total compensation shall not exceed \$XX
FY XX-XX total compensation shall not exceed \$XX
Total five year compensation shall not exceed \$XXX,XXX

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.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, 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.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks 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 compensation due to 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 the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the 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, reckless or intentional 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, recklessness or willful misconduct on behalf of the Provider,

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

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnites (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 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."

b. 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.

c. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

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. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(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
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

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 workers' compensation and professional liability 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. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider 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.

12. PROHIBITION AGAINST TRANSFERS:

a. 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 the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or his or her designee may consent or reject such request in his/her sole and absolute discretion. 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 against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. 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.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider

shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. 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 the services and tasks hereunder.

15. REPORTS:

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

b. No report, information or 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 of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All 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 the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all 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 by Provider for a period of three (3) years after receipt of final payment.

c. 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 this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. 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, Room 110
Alameda, CA 94501
ATTENTION: Shilpa Patel, Assistant Engineer
Ph: (510) 747-7945 / Fax: (510) 769-6030

e. 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]

f. All updated insurance certificates from Provider to City shall be addressed to City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Jeanette Navarro, Engineering Office Assistant
Ph: (510) 747-7932 / Email: jnavarro@alamedaca.gov

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with 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 requirements 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.

b. 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.

19. TERMINATION:

a. 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 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 thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, 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.

c. Upon termination of this Agreement either for cause or for convenience, 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. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to 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.

23. 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.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. 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.

25. 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.

26. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

27. SIGNATORY:

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

28. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

COMPANY
a (California corporation, LLP, LC,
GP, sole proprietor/individual)

CITY OF ALAMEDA
a municipal corporation

NAME
TITLE

Eric J. Levitt
City Manager

NAME
TITLE

RECOMMENDED FOR APPROVAL

Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

Elizabeth A. Mackenzie
Chief 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 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:
Named Insured:	(Authorized Representative)

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.



EXHIBIT C. Project Pipe List, Summary Statistics and Map

Sewer	Pipe Dia (in)	Material	Length (ft)	Easement
10011801-9811601		6 VCP	249	No
10011802-10011801		6 VCP	228	No
9420813-9420812		6 VCP	300	No
9421118-9421116		6 VCP	313	No
9421119-9421118		6 VCP	107	No
9421120-9421119		6 VCP	183	No
9421121-9421119		6 VCP	200	No
9420840-9420813		6 VCP	279	No
9714606-9714705		6 VCP	293	No
9714705-9714704		6 VCP	295	No
9725207-9741000		21 VCP	277	No
9714202-9714106		6 VCP	296	No
9310115-9311307		6 VCP	419	No
9311306-9320201		8 VCP	408	No
9320409-9320511		6 VCP	221	No
9320410-9320409		4 VCP	351	No
9320512-9749007		6 VCP	268	No
9321220-9321213		12 VCP	272	No
9321224-9321221		6 VCP	253	No
9420337-9743006		8	471	Yes
9420338-9420337		6	346	Yes
9420820-9420906		8	49	No
9420825-9420823		6 VCP	314	No
9421126-9421124		8 VCP	624	No
9421126-9420825		6 VCP	294	No
9641106-9641101		8 VCP	251	Yes
9641107-9641106		6	368	Yes
9641108-9641106		8 VCP	226	Yes
9641809-9421124		6 VCP	477	No
9714104-9714103		6 VCP	139	No
9714105-9714103		6 VCP	249	No
9714108-9714106		6 VCP	263	No
9725011-9725010		6	104	No
9731203-9210022		8 VCP	259	Yes
9740002-9725207		21 VCP	314	No
9740003-9740002		21 VCP	322	No
9740004-9740003		21 VCP	306	No
9741007-9741006		6	280	No
9742010-9420338		6 DIP	122	Yes
9742302-9740004		6 VCP	451	No
9748010-9748008		6 VCP	114	No
9748010-9749007		6 VCP	269	No
9810001-9811501		18 VCP	78	No
9811501-EBMUDPSM		24 VCP	84	Yes
9811502-9811501		21 VCP	171	No
9811503-9811517		21 VCP	79	No

9811504-9811503	21 VCP	149 No
9811505-9811504	21 VCP	194 No
9811506-9811505	21 VCP	150 No
9811507-9811506	21 VCP	81 No
9811508-9811507	21 VCP	239 No
9411017-9411016	6	150 Yes
9725013-9725012	8 VCP	110 No
9811517-9811502	21 VCP	119 No
9320410-9320415		43 No

Number of Pipe Segments	55
Length of Existing 4-6"	8819
Length of Existing 8-10"	1774
Length of Existing 12-15"	350
Length of Existing 18-24"	2485
Unknown	43

Legend

-  Sewer Mains Sheduled for Rehabilitation, FY22/23
-  Public Sewer Mains

