

City of Alameda

REQUEST FOR PROPOSAL



The Public Works Department is seeking proposals for engineering design services for approximately 1 mile of sanitary sewer main, located within backyard Easement areas, associated manholes and lower sewer laterals with new two-way cleanouts.

Issued: March 26, 2026

Submittal Deadline:

2:00 PM on Wednesday, April 15, 2026

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 1 mile of sanitary sewer main, associated manholes and lower sewer lateral, primarily located within backyard easement. It is necessary for the 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 Wednesday, April 15, 2026.

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 April 15, 2026**. 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Any Proposal received prior to April 15, 2026 may be modified or withdrawn by written request from the Consultant to the City up to the official time when all proposals are due.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 Monday, April 6, 2026.

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 part of the City's 20 -Year Capital Improvement Program and intended to meet the annual sewer rehabilitation requirement of the Consent Decree. The design work shall be located primarily within backyard easement areas.

III. SCOPE OF WORK

The project involves design services for the rehabilitation/replacement of multiple easement sewer mains, manholes and lower sewer laterals on various streets and back yard 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 shall 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, topographic 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.

For Right-of-Way and Easement Work, the Consultant will identify and verify easement boundaries and restrictions, prepare and submit requests for right-of-way entry and easement access, coordinate with property owners and occupants to obtain necessary permissions, and conduct topographic surveys and investigations to document existing conditions.

Consultants are encouraged to bring forward creative solutions that meet project objectives.

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.

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 and/or Project manager shall have at least five (5) years of experience in providing complete design plans and specification to public agencies, for sanitary sewer design services with design experience involving sewer rehabilitation within, residential backyard easements/private access areas, for successfully completed construction projects.
- 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 June 2026 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 February 2027. 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 ten 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 _____, 2026 (“**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 (“**Provider**” or “**Contractor**”), in reference to the following facts and circumstances:

RECITALS

- A. The 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 approximately 1 mile of sanitary sewer main, located within backyard Easement areas, associated manholes and lower sewer laterals with new two-way cleanouts. City staff published a notice in the newspaper on March 27, 2026 and, after a submittal period of twenty-one days, received NUMBER of timely submitted proposals and selected the service provider that best meets the City's need for services or materials.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on _____.
- E. The City and Provider desire to enter into an agreement for Engineering Design Services for approximately 1 mile of sanitary sewer main, located within backyard Easement areas, associated manholes and lower sewer laterals with new two-way cleanouts, 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 _____ 2026, and shall terminate on the ___ day of _____ 2026, unless terminated earlier as set forth herein.

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. 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 their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total 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.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

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 the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the 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. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

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 the 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, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. 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. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (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 Indemnitees 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 Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. 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 thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager.”

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 licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. 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, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(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 per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be

considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(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, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that

may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by 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.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) 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. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the 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. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

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 their designee may consent or reject such request in their 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, membership interest, partnership interest, or the equivalent, 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 Provider.

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 their 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 Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that 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 the 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 their designee.

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

16. RECORDS:

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. 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 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 the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

c. 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 the 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.

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the 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 the City shall be addressed to the City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Shilpa Patel, Engineer
Ph: (510) [xxx-xxxx]

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

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

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

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

18. SAFETY:

a. 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. 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. 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. 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 the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the 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 any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. 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 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 the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

23. 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.

24. WAIVER:

A waiver by the 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.

25. INTEGRATED CONTRACT:

Subject to the language of Section 33, 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 the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing

Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. 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.

28. 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.

29. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

30. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) 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.

31. MULCH PROCUREMENT REQUIREMENTS

Providers of landscaping maintenance, renovation, and construction shall:

a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application shall comply with [14 CCR, Division 7, Chapter 12, Article 12](#) and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in [14 CCR Section 17852\(a\)\(24.5\)\(A\)\(1\) through \(3\)](#).

b. Maintain the following records for compost and SB 1383 eligible mulch and submit to the City upon request:

- (1) General description of how and where the product was used and applied;
- (2) Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the compost and/or SB 1383 eligible mulch were procured;
- (3) Type of product
- (4) Quantity of each product; and,

Invoice or other record demonstrating purchase or procurement.

[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, LP, LLC,
GP, sole proprietor/individual)

CITY OF ALAMEDA
a municipal corporation

NAME
TITLE

Adam Politzer
Interim City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

Len Aslanian
Assistant City Attorney

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
2263 Santa Clara Ave
Alameda, CA 94501

(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
2263 Santa Clara Ave
Alameda, CA 94501

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:

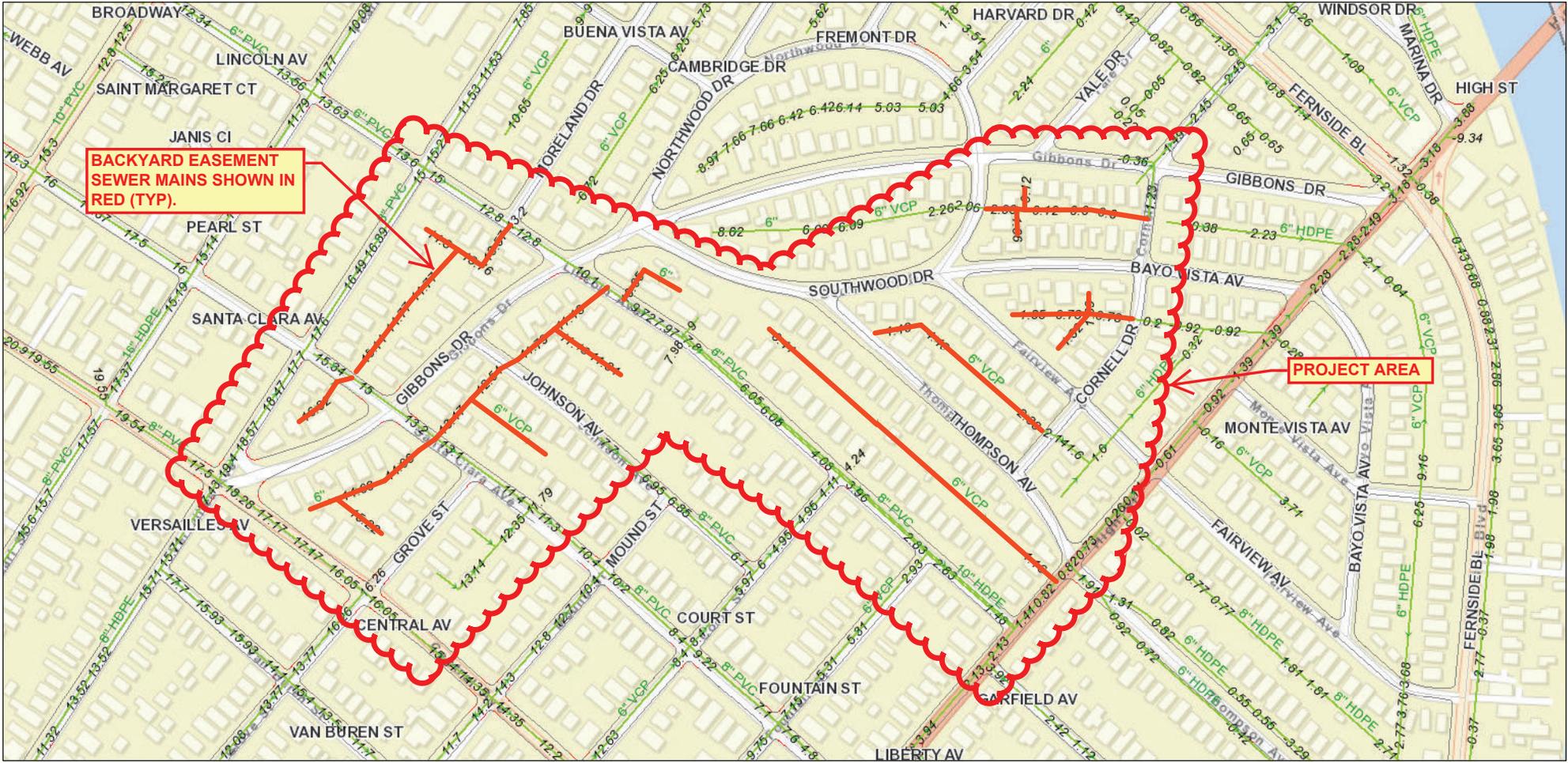
IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE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

EXHIBIT C. Project Pipe List, Summary Statistics and Map

Exhibit C

Pipe ID	Pipe Di Materi	Length (ft)
9632013-9632012	6 VCP	112
9632014-9632013	6	51
9632015-9632013	6	117
9632016-9632013	6 VCP	194
9632022-9632021	6 VCP	409
9632205-9632204	6 VCP	88
9632303-9632308	6 VCP	98
9632304-9632303	6 VCP	74
9632305-9632304	6 VCP	176
9632306-9632305	6 VCP	226
9632308-9632302	6 VCP	30
9632309-9632304	6 VCP	95
9632401-9632207	6 VCP	170
9632402-9632401	6 VCP	202
9632403-9632401	6 VCP	122
9632404-9632403	6 VCP	49
9632405-9632404	6 VCP	109
9632407-9632405	6 VCP	134
9632411-9632409	6 VCP	42
9632412-9632411	6 VCP	69
9632413-9632412	6	72
9632414-9632407	6 VCP	53
9632415-9632414	6 VCP	116
9632416-9632415	6 VCP	132
9632417-9632416	6	145

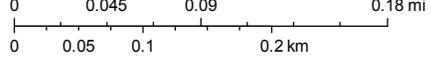
9641017-9641016	6 VCP	148
9641018-9641017	6 VCP	169
9641020-9641018	6 VCP	20
9641022-9641020	6 VCP	78
9632206-9632205	6	107
9641019-9641018	6 VCP	52
9641021-9641020	0	64
9632023-9632022	6 VCP	116
9632418-9632416	6	72
9632419-9632405	6 VCP	234
9632046-9632035	6 VCP	590
9632036-9632046		364
9632041-9632035	6 VCP	16



March 16, 2026

	Alameda_CityLimits		City: StubOut		Parcel Address		None		Abandoned\Out of Service\Removed		Land Parcel
	<all other values>		City: Wye		Parcel Address		Other		Planned\Under Construction		Building Footprint
	City: Manhole		Operational		Dock		Red		Curb and Gutter: LUCITY - Private		
	City: Cleanout; CO		City: Gravity Main		<all other values>		Unknown		City Maintained		
	City: MH or CO		City: Force Main		Blue		White		Private		
	City: Node		SS Service: LUCITY		Green		Yellow		Land Parcel		

1:3,775



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community