

# REQUEST FOR PROPOSALS

## *Storm Drain Cleaning, Assessment, and Trenchless Repairs*

CITY OF ALAMEDA, CALIFORNIA



Issued: May 9, 2023  
Submittal Deadline: June 2, 2023  
to

CITY OF ALAMEDA  
Public Works Department  
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Alameda, CA 94501  
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**CITY OF ALAMEDA  
REQUEST FOR PROPOSALS**

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**REQUEST FOR PROPOSALS**  
***Storm Drain Cleaning, Assessment, and Trenchless Repairs***



Figure 1

**I. INTRODUCTION AND BACKGROUND**

The City of Alameda (City) invites proposals for the **Storm Drain Cleaning, Assessment, and Trenchless Repairs**.

Proposers shall 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 apply when the Proposer submits a proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP and if invited, participate in an evaluation interview panel.

The City of Alameda encompasses most of Alameda Island and Bay Farm Island, which is adjacent to the Oakland Airport. The City is in western Alameda County directly east of San Francisco. It is bordered by the San Francisco Bay to the west, the Oakland/Alameda Estuary to the east, and the Oakland Airport to the south. Cities that surround Alameda include Oakland and San Leandro to the east. Figure 1 places Alameda in its regional context.

## **II. DESIRED OUTCOMES**

As part of the City's long-term programmatic storm drain asset management plan, this project is intended to update asset data for storm drain pipes and drainage structures as well as provide baseline cleaning/inspection services so the City can establish a system-wide cleaning/inspection plan. The City is issuing this RFP with the specific intent of partnering with a firm that will assist the City in achieving the following minimum outcomes. The Proposer shall provide a response describing how they expect to achieve these outcomes, and is also encouraged to suggest alternate methods, services, or technologies that will provide the City with additional value.

- Assess storm drain assets, excluding pump stations, to provide a baseline condition/status.
- Clean storm drain assets, excluding pump stations, so the City may establish a routine cleaning schedule and improve monitoring storm drain network performance during high flow/flood events.
- Provide data and technical advice to assist the City in identifying and implementing appropriate trenchless repair/rehabilitation methods to address deficiencies in existing storm drain pipes.
- Provide accurate asset information and system connection information so the City can update storm drain network asset management systems.
- Improve information regarding tidal influence on the storm drain network that will assist the City in developing a long-term flow control plan.

## **III. SCOPE OF SERVICES**

This will be a multi-year project. The contract to be awarded will be for a 5-year term with each year having a specified annual allotment of funding. The first year's amount is not to exceed \$650,000. Each subsequent year is expected to have a not to exceed \$250,000, pending Council approval of future year funding. There will be a rate escalator for each subsequent year's work. We will In addition to this funding, the City's Parks Department will have a set amount of annual spend for as needed storm drain services in ball fields and other park site drainage. The same unit prices for the storm main work will apply for the park work. The contract year is based on the City's fiscal year, July 1- June 30. The proposer shall provide pricing for any and all anticipated activities, which include the following:

- Cleaning/debris removal of storm drain pipes, catch basins, manholes, outfalls, and similar structures using hydro-jetting or other proposed methods. The intent of cleaning is to both ensure the storm drain system is free of obstructions and maintains maximum capacity, and to allow inspection of storm drain pipes. Proposers may suggest other cleaning methods that will achieve these goals. Cleaning means and methods shall:

- Prevent the discharge of any dirty, turbid, or chlorinated water from any outflow on the storm drain network. All flow from cleaning shall be collected and removed/disposed of legally by the Proposer. Some disposal options include filtering/treating water to meet requirements for discharge into surrounding waters or procuring a discharge permit from East Bay Municipal Utility District to discharge into their sanitary sewer system.
- Remove sufficient debris to allow for inspection of all pipe surfaces in compliance with NASSCO standards.
- Remove debris/material that can disrupt flow, reduce system capacity, or result in blockages/backups.
- Not damage any pipes, structures, or city facilities.
- Log information on debris type and volume in format provided by City.
- Debris management by contractor, including storage, analytics, and off haul.
- Closed Circuit Television (CCTV) and/or visual inspection of storm drain pipes, catch basins, manholes, outfalls, and similar structures in accordance with NASSCO standards. Proposers may suggest other inspection methods that will achieve the desired outcomes defined in Section II.
- Dewatering, flow control, and water management to successfully complete cleaning/inspection/repairs and maintain compliance with all regulations regarding water quality/discharge into surrounding waters.
- Verifying asset data including flow direction, system connections, location, type/size, etc. and submitting accurate information to the City when corrections are required.
- Smoke testing to locate infiltration or damaged assets. This is anticipated to be infrequent and used primarily when CCTV inspection data is insufficient or cannot be obtained.
- Dye testing to confirm system connections. This is anticipated to be infrequent and to be used when system connections cannot be determined from known information or CCTV inspection.
- Confirming pipe alignment and invert and rim elevations for all structures using GPS survey systems with an elevation accuracy of 3 inches or better and horizontal accuracy of 3 feet or better.
- Implementing the most effective trenchless repair/maintenance solutions to extend the longevity and maintain/improve effectiveness of our storm drain pipes. It is anticipated that this could include pressure grouting, Cured-in-place-pipe (CIPP) point repairs, and mechanical locking sleeves.

- o Traffic control/traffic management including traffic control plans.

The City has prioritized the initial work to be done under the contract, as detailed in **Appendix A**. The City and selected Proposer will work to identify additional work based on lessons learned from the initial work. All work under the awarded contract must be done in accordance with the Standard Conditions and Technical Specifications, included as **Appendix B**.

### **Summary of the Alameda Stormwater System**

Alameda Island is relatively flat, with elevations ranging from negative 1-foot National Geodetic Vertical Datum (NGVD), just below mean sea level, to about 40 feet NGVD. Figure 2 delineates the City's eight major drainage areas, all of which drain either by gravity or pump discharge into the waters surrounding Alameda Island and Bay Farm Island. There are four drainage sub-areas identified on Alameda Island, and four on Bay Farm Island. Some of these drainage areas include lagoons that capture storm runoff for discharge to the surrounding waters. This RFP is intended to include all eight major drainage areas.

### **Storm Drain Network**

Once flow enters a storm drain, it travels through storm drain pipes until discharging to a lagoon, surrounding waters (i.e., San Francisco Bay, Oakland Canal, etc.) or reaching a pump station. Most pipes that discharge directly to the Bay do not have flap gates or another means of backflow protection. Lagoons in the City drain eventually to surrounding waters through a system of storm drain pipes and weirs. Although generally not fitted with flap gates, weir structures and slide gates moderate backflow into the Lagoons from the surrounding waters.

Seven pump station systems provide vital flood protection for the Island of Alameda. Bay Farm Island is primarily gravity flow into and through the lagoons with trim pumps at the northerly discharge points for both lagoons. Island Drive and the Maitland neighborhood flows through the Golf Course sloughs and is then pumped across Doolittle for discharge into the San Leandro Channel.

The City has its storm drain assets in Geographic Information System (GIS) that will be made available to the selected Proposer. The City also has a published mapbook of these assets. The data for this asset information was compiled from a variety of sources including original maps and design drawings, record drawings, field inspections, and desktop data review. It is expected that there are inaccuracies in this information including incorrect pipe size, missing assets, and mapping areas. The work performed under this RFP is intended to identify and correct these issues as work progresses on the project.

### **Tidal Influence**

Most of the outfalls on the storm drain network have an invert elevation that will be below tide elevation at some point during the project. Some outfalls are influenced by every tide cycle, and some during king tides or other high tide conditions. There are some entire systems in the network that may be always influenced by tide. The Proposer shall take this into consideration

for their response, and specifically describe their approach to completing cleaning, inspection, and repairs.

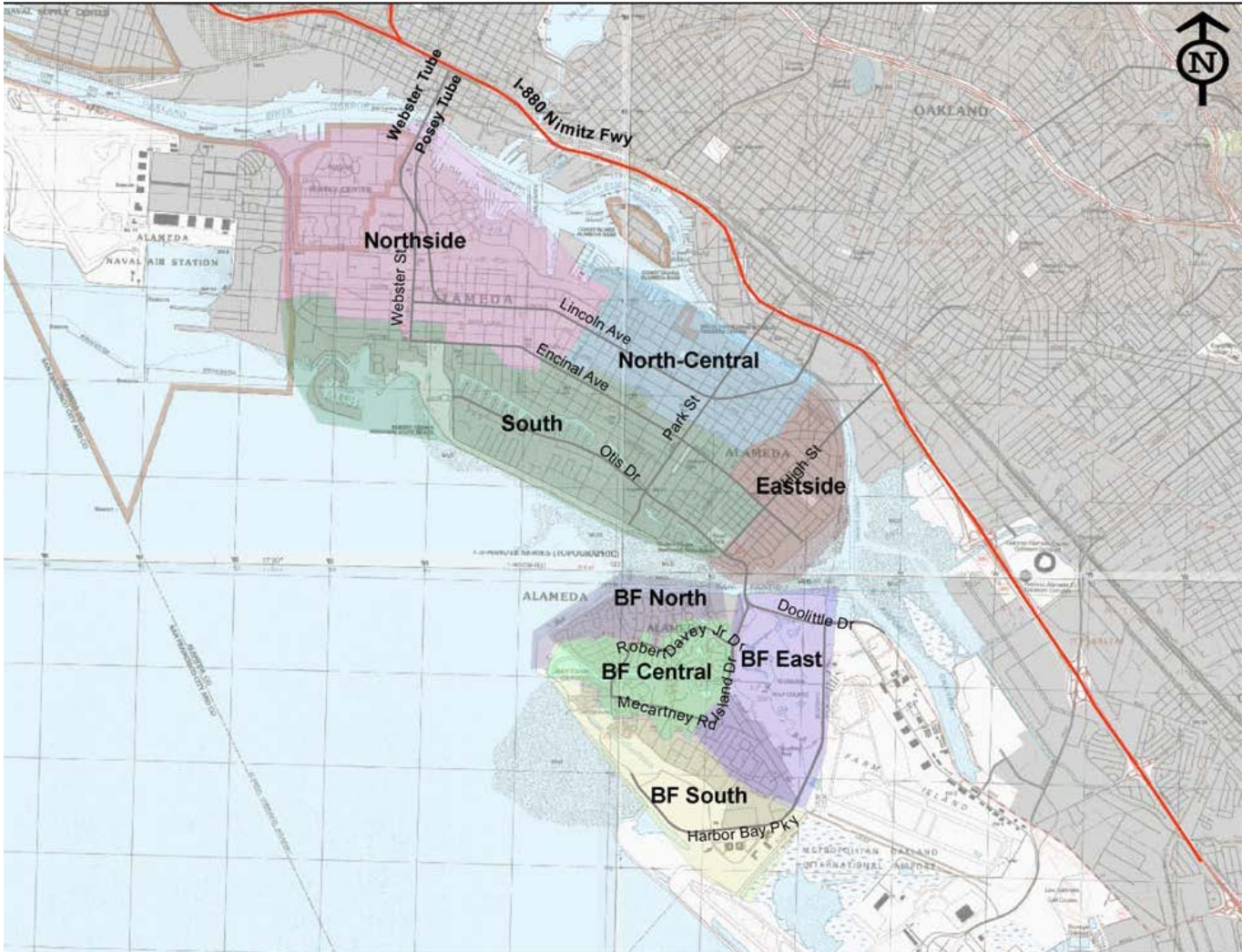


Figure 2



#### **IV. PROPOSER QUALIFICATIONS**

The Proposer shall provide detailed information in their Statement of Qualifications that demonstrate they meet the following minimum requirements. Minimum requirements will also apply to any alternate services that the Proposer includes in their response.

- A. Class A (General Engineering) License or the combination of C-36 (Plumbing) and C-31 (Construction Zone Traffic Control Contractor). Any subcontractor used for traffic control must possess C-31 classification.
- B. A minimum of 5 years of continuous experience in performing the following work, or similar, on storm drain systems (or a combination of storm drain and sanitary sewer system).
  - a. Hydro-cleaning of storm drain or sanitary sewer mains and laterals from 4" to 96" diameter.
  - b. CCTV inspection of storm drain or sanitary sewer mains and laterals from 4" to 96" diameter in accordance with NASSCO standards.



- c. Inspection of structures associated with storm drain systems (manholes, catch basins, outfalls, etc.) in accordance with NASSCO standards.
  - d. Trenchless pipe repair methods including chemical pressure grouting, CIPP point repairs, and any other methods that are being proposed in your response.
  - e. The support/ancillary work required to complete the above items in a storm drain system that is tidally influenced and expected to require dewatering.
- C. The proposer and all employees that will be assigned to the project must possess current licenses, permits, and professional/technical professional credentials or certifications necessary to as services proposed under this RFP.
- D. The proposer shall employ a project team with the experience and expertise to manage all services as proposed under this RFP in accordance with defined standards, quality requirements, and safety requirements. At a minimum this should include:
- a. A responsible principal with a minimum of 8 years of experience managing and supervising all services proposed under this RFP.
  - b. Project/field management personnel with a minimum of 5 years of experience supervising work on multiple projects that are of similar scope to services they will be responsible for on this project.
  - c. Cleaning and inspection lead technicians with a minimum of 3 years of experience performing work of similar nature to the services they will be executing on this project.
  - d. Data management/Quality control staff responsible for reviewing, compiling, submitting, or otherwise managing inspection data with a minimum of 3 years of experience performing work of similar nature to the services they will be executing on this project.

## **V. PROPOSAL REQUIREMENTS**

The Proposer shall include in its proposal the information outlined below in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of the services identified in this RFP.

### **1. Statement of Qualifications**

The Proposer shall prepare a statement of qualifications which identifies:

- a) The size, stability, and capacity of Proposer's organization, including, at a minimum, an identification of total number of years in operation, number of employees in the office location which is intended to provide the services described in the Scope of Services, and a description of Proposers' shop and storage facilities intended to support the City.

- b) An identification of the Proposer's experience performing services for projects of a comparable size, scope, and complexity as the services required by this RFP, including an identification of the number of years' Proposer has been performing similar services; and the most recent projects for which the Proposer has performed similar services. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
- c) A list of the Proposer's principals, employees, agents, and sub-service providers which the Proposer anticipates to assign to this project. This list shall include a summary of the qualifications (including education, training, certifications licenses, and experience) of each individual and the type of work to be performed by each individual. Complete resumes are not required. The City recognizes that Proposers may make changes to staffing during the course of this project. The list and qualifications included in this response shall be representative of the staff the Proposer would use on the project. If changes are required, the Proposer shall provide current qualification information for all staff actually assigned to the project prior to their beginning work for City review and approval.
- d) A statement as to whether the Proposer, either presently or in the past, was involved in any litigation, bankruptcy, or reorganization for any reason. If so, please provide dates and resolution. A statement as to whether the Proposer or any officer or employee of the company who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances.

2. **Statement of Exceptions, if any, to Standard Service Provider Agreement.**

The selected firm will be required to execute the Service Provide Agreement included in template form as **Appendix C**. All proposers are directed particularly to review all Indemnification, Hold Harmless and Insurance requirements set forth in this Agreement. If Proposer wishes to take exception to any of the terms and conditions contained in the Agreement for Service, these should be identified specifically; otherwise include a statement of no exception, labeled as Exhibit B in the submitted proposal. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated.

3. **Proposed Services and Project Pricing**

The proposer shall prepare and submit a work plan and cost schedule for all proposed work described in Section III Scope of Services and **Appendix B Standard Conditions and Technical Specifications**. Describe and define each unit of service and list any exclusions for each work type. Be sure to include a unit cost for each activity presented in the Work

Plan. Unit costs shall include all incidental costs including travel, equipment, documentation, etc.

Proposer shall also include a rate sheet for all proposed labor and equipment. Rate sheet shall include hourly rates for straight time and overtime. Proposer may also elect to include daily rates.

Proposers are encouraged to structure the cost schedule/work plan to provide the most value to the City for their proposed services.

The table below is an example that demonstrates the expected level of detail the Propose shall provide for all individual items.

Item	Description	Unit of Measure	Unit Price	Minimum Units	Notes
1	Hydro-clean pipe – 4” to 12” diameter, no dewatering required	LF	\$.##	#####.##	Debris disposal under item #
2	Hydro-clean pipe – 4” to 12” diameter, no dewatering required	LF	\$.##	#####.##	Includes disposal of water
3	Pressure grouting	Joint	\$.##	#####.##	Per NASSCO specification

4. **Sample or Template of Cleaning Log**

The proposal shall include an example or template of the log used to track cleaning activities.

5. **Cover Letter**

The proposal shall be submitted with a cover letter. The letter accompanying the proposal must provide the name, title, address, telephone number, and signature of the individual(s) authorized to negotiate and bind the firm contractually. An unsigned proposal or one signed by an individual unauthorized to bind the firm may be rejected. The cover letter shall provide a summary of the firm’s capabilities and availability of construction management staff, information and qualifications Proposed Scope of Services.

## **VI. PROPOSAL FORMAT**

Proposers shall submit their Proposal in a Portable Document File (PDF) format via email only to [zpetit@alamedaca.gov](mailto:zpetit@alamedaca.gov). **The subject of the email shall read “City of Alameda –Storm Drain Cleaning, Assessment, and Trenchless Repairs”**. All proposals are due no later than **2:00 PM on June 2, 2023**. Late proposals will not be considered.

Any Proposal received prior to June 2, 2023, 2:00 PM may be modified by written addendum or withdrawn by written request from the Proposer to the City up to the official time when all proposals are due. Section V contains a complete list of proposal requirements.

## **VII. SELECTION PROCESS**

After review of the submitted proposals, the City may invite some or all proposers to present their qualifications and proposed approach or may decide to select one proposer without conducting interviews and enter into contract negotiations directly. Proposer interviews, if necessary, are anticipated to be conducted according to the schedule provided in Section VIII. Details of the interview process will be provided along with the invitation to present.

The final selection will be based upon the following criteria:

**1. Ability of the Proposer to Carry Out and Manage the Proposed Project (20%)**

An assessment of the statement of qualifications, including past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety of projects completed and a demonstration of the organization's ability to undertake this project; and the demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations that relate to the project.

**2. Qualifications (40%)**

The qualifications (including education, training, licenses, experience, and past performance) of the Proposer and its agents, employees, and sub-service providers. The City may consider Proposer's timely and accurate performance on contracts of a similar nature.

**3. Willingness to Comply with the Proposed Agreement Terms (10%)**

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

**4. Cost of Proposal (30%)**

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

**5. Local Business (+5%)**

If the Proposer’s company is physically located within the City limits, they will receive an additional five points.

**VIII. SELECTION TIMELINE**

The City has designated the following activities and dates as key to the project schedule. Proposers are encouraged to assist the City in adhering to this timeline. The City reserves the right to change the schedule at its own discretion.

<b>Anticipated Schedule for Selection</b>	
Issuance of Request for Proposals:	May 9, 2023
Deadline for RFP Questions	May 22, 2023
Deadline to submit Proposals:	June 2, 2023
Interviews (if deemed required):	June 14, 2023
Contract Award (Anticipated):	July 5, 2023

**IX. GENERAL CONDITIONS**

1. Nondiscrimination: Applicants for this RFP shall not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
2. Permits, Licenses, and Insurance: The successful applicant for this RFP shall, at its sole expense, obtain and maintain during the term of any agreement executed pursuant to this RFP all appropriate permits, certificates, licenses, and insurance including, but not limited to, a City of Alameda Business License which may be required in connection with the performance of services hereunder.
3. Signatures and Declarations: Each proposal responding to this RFP must be signed on behalf of the submitting entity by an officer authorized to bind the entity to its proposal.
4. City’s Right to Waive: The City reserves the right, in its sole discretion, to waive any immaterial irregularities in a proposal responding to this RFP or in the submission of a proposal.
5. City’s Right to Modify the RFP: The City reserves the right, in its sole discretion, to modify this RFP should the City deem that it is in its best interests to do so. Any changes to the RFP requirements will be made by written addendum posted on the City’s website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.

6. City's Right to Suspend or Cancel the RFP: The City reserves the right, in its sole discretion, to suspend or cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.
7. City's Right to Reject Any Proposal: The City reserves the right, in its sole discretion, to reject any proposal responding to this RFP that the City determines does not satisfy the conditions set forth in this RFP, or contains false, misleading, or materially incomplete information. The City reserves the right, in its sole discretion, to reject all applicants and not to award to any applicant should the City deem that it is in its best interests to do so.
8. City's Right to Extend RFP Deadlines: The City reserves the right, in its sole discretion, to extend any of the deadlines listed in this RFP by written addenda should the City deem that it is in its best interests to do so.
9. Cost of Proposals: All costs incurred during proposal preparation or in any way associated with an applicant's preparations, submission, presentation or oral interview (if any) shall be the sole responsibility of Applicant.
10. Liability for RFP Errors: Applicants are solely responsible for all errors and omissions contained in their responses to the RFP.
11. Proposals Property of City: Upon receipt, each proposal responding to this RFP that an applicant submits to the City becomes the sole property of the City and will not be returned to the applicant.
12. Oral and Written Explanations: The City shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all applicants to this RFP.
13. Public Record: All proposals submitted to the City are subject to the California Public Records Act.

#### **X. QUESTIONS ON RFP**

The RFP is available electronically as a download at <https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>. Proposers are solely responsible for determining if any addenda have been issued. Addenda will be published on this same website.

Proposers shall submit questions regarding the RFP to Zach Petit, Public Works Project Manager at [zpetit@alamedaca.gov](mailto:zpetit@alamedaca.gov).

## **APPENDIX A – SCOPE OF SERVICES**

**APPENDIX A**  
**SCOPE OF SERVICES**

Below is a summary table of data currently in the City’s GIS for storm pipe assets. Street and sidewalk culverts that convey surface flow and discharge back to curb are not included in this scope. Pipes in easements are included in the scope and Proposer should include pricing for easement work.

DIAMETER	LENGTH
0 Total	83,608.4
2 Total	507.6
3 Total	49.6
4 Total	4,204.8
5 Total	646.7
6 Total	12,421.2
8 Total	23,515.6
10 Total	13,966.7
12 Total	172,562.5
14 Total	2,665.1
15 Total	67,273.7
16 Total	439.1
18 Total	77,210.8
20 Total	1,501.3
21 Total	21,876.2
24 Total	41,264.3
26 Total	35.2
27 Total	16,185.9
30 Total	29,365.1
33 Total	2,899.9
34 Total	61.8
36 Total	22,927.4
39 Total	696.5
42 Total	9,772.8
45 Total	3,585.2
48 Total	12,700.9
54 Total	4,122.7
60 Total	7,837.6
66 Total	3,108.3
72 Total	2,603.5
78 Total	935.4
84 Total	1,342.2
90 Total	67.9
96 Total	914.2
<b>Grand Total</b>	<b>642,876.0</b>



The first two areas of priority the selected Proposer will focus on are the pipes that drain to the Central/Eastshore pump station and those that drain to the Southshore lagoons. The contract is anticipated for award at the July 5, 2023 City Council meeting and the selected Proposer is expected to start shortly thereafter. The Southshore lagoon water levels will be lowered starting Monday, September 25, 2023. Although many of the outfalls remain submerged, dewatering may be easier when the lagoons are lowered. The lagoons start to refill Monday, October 30, 2023. Discharge of any cleaning water is not allowed into the lagoon. An EBMUD wastewater discharge permit will be needed. Below are summary tables of assets in each of these areas and attached are overview maps.

The City and contractor can work together to identify subsequent project areas. The City has the ability to select any pump station or outfall and identify upstream assets. The City has elevation for some outfalls; however, will need contractor to verify other outfall elevations to help plan work.

**Southshore Lagoon Area**

DIAMETER	EST. LENGTH
UNK Total	7,385.8
4 Total	806.2
6 Total	422.6
8 Total	1,537.4
10 Total	546.6
12 Total	13,206.1
15 Total	4,291.8
18 Total	5,654.5
21 Total	2,224.7
24 Total	3,411.1
27 Total	1,177.7
30 Total	2,599.6
33 Total	454.1
36 Total	666.2
60 Total	1,661.5
<b>Grand Total</b>	<b>46,045.9</b>

**Central/Eastshore Pump Station**

DIAMETER	EST. LENGTH
0 Total	926.6
10 Total	62.8
12 Total	1,525.3
15 Total	1,058.9
18 Total	673.8
21 Total	259.1
24 Total	268.9
27 Total	558.0
36 Total	174.5
<b>Grand Total</b>	<b>5,507.9</b>



Discharge to Lagoons, Lowering Starts 9/25/23, Refilling Starts 10/23/23



Discharge to Lagoons, Lowering Starts 9/25/23, Refilling Starts 10/23/23



CENTRAL AV

STERLING AV

FERNSIDE BL

CONSTANCE CT

LIBERTY AV

BRIGGS AV

EASTSHORE DR

ENCINAL AV

HANSEN AV

MEYERS AV

MADISON ST

Central/Eastshore Pump Station

## **APPENDIX B – STANDARD CONDITIONS AND TECHNICAL SPECIFICATIONS**

The following Standard Conditions and Technical Specifications are intended to provide sufficient detail and guidance for Proposers to present a complete proposal that addresses the City's needs. The City recognizes that the Proposer may present solutions that may conflict with these, particularly the Technical Specifications. The City will consider exceptions and alternate conditions/specifications providing they appropriately address our Desired Outcomes (Section II) and meet the Scope of Services (Section III) defined in this RFP.

# 1. General Conditions

## 1.1 TERMS AND DEFINITIONS

Addenda – Written or graphic instruments issued before the opening of the proposals, which modify or interpret the Request for Proposal by additions, deletions, clarifications or corrections.

As Required – In accordance with Contract Documents, applicable codes, industry standards, or manufacturers recommendations.

Proposer – Any individual, firm, partnership, corporation, or combination of them, submitting a proposal for the Work contemplated, acting directly or through an authorized representative.

Building Code – The latest edition of the California Codes, published by the California Building Standards Commission and as adopted and modified by City ordinance.

California Test – Whenever reference is made to a California Test by number, it shall mean the California Test developed by the State of California, Department of Transportation, in effect on the day the Request for Proposal was issued.

Code – The most recent version or latest edition of the applicable codes, laws, regulations, Municipal Code, zoning ordinance, and protective covenants governing the site of the Work. In case of conflict, the strictest of the codes shall govern.

Progress Schedule or Schedule – a detailed schedule, with bar chart, showing the sequence of events for completion of the Work, and identifying the critical path items.

Contract – The contract form, including the Contract Documents.

Contract Documents or Project Documents – All of the documents governing the Project, in the following order of precedence:

1. Addenda
2. Contract
3. Proposal and Schedule
4. Permits from other agencies
5. Standard Conditions
6. Technical Specifications

Contractor – The individual, partnership, corporation, joint venture, or other legal entity entering into a contract with the City to perform the Work. It includes the Contractor’s employees and agents. In the case of Work being done under permit issued by the City or other authorization granted by the City, the Permittee shall be construed to be the Contractor.

Inspector – The person employed by the City to inspect the Work for compliance with the Contract Documents. This person shall act under the direction of the City, but shall coordinate and submit reports to all participating members of the Project team.

Laboratory – The designated materials testing laboratory authorized by the City to test materials and Work involved in the Contract.

Or Approved – Indicates that a different material, product, or manufacturer may be used in place of the one specified, if it has first been approved by the City.

Project or Work – See Work.

Shop Drawings – The City-approved manufacturer’s Drawings submitted to City by Contractor.

Specifications – Includes the Standard Conditions and Technical Specifications and State Standard Specifications, in the order of precedence listed under “Contract Documents.”

State Standard Specifications – Whenever the words “State Standard Specifications” or “State of California” or “Caltrans” with reference to any Specifications, they shall be understood to refer to the current edition of the State of California Department of Transportation’s Standard Specifications.

Subcontractor – A person, firm or corporation having a direct contract with the Contractor or one of Contractor’s subcontractors. It includes one who furnishes material worked to a special design according to the Contract Documents. It does not include one who furnishes material only.

Technical Specifications – The Technical Specifications are divided under various headings in order to make the explanation of Work clearer and to set forth the different parts to be furnished or installed. The Technical Specifications are not considered as limits of Work required by any trade. All Work shall be completed, however, to the satisfaction of the City.

Work or Project – The entire Project which is the subject of the Contract. The term “Work” as applied to the Contractor includes labor and/or materials and any necessary tools and equipment.

## **1.2 Changes Initiated by the City**

The Work is subject to change by additions, deletions, suspensions, or revisions by the City as directed to the Contractor in writing. Additions, deletions, suspensions and revisions are within the contemplation of the parties and will not be the basis of a compensable delay. Such Change Orders shall not invalidate the Contract. The Contractor shall not make any changes or modifications in the Work described or in any way cause or allow the Work to deviate from the Contract Documents without the written direction from the City. If the Contractor makes any changes or other modifications in the Work described without written direction from City, such change or modification constitutes an agreement by Contractor that it will not be paid for that changed Work, even if it received verbal directions from City or any of City’s representatives. In addition, Contractor is liable for any and all losses, costs, expenses, damages and liability arising out of any change or modification it makes without the City’s written direction. It is further understood that no change, modification to, or deviation from the Contract Documents shall release or exonerate, in whole or in part, any bond or any surety on any bond given in connection with the Project, and no notice is required to be given by the City to such surety of any change, modification or deviation.

When changes are initiated by the City through revisions to the Contract Documents, it will be assumed that the change in the scope of Work is insignificant unless the Contractor submits a claim for it within ten working days, or the City initiates a Change Order.

## **1.3 Changes Requested by the Contractor**

Contractor may request a change in the Contract Documents, in writing. Approved changes shall be made by written Change Orders except when emergency conditions dictate prompt action. Nothing here shall be construed as granting a right to the Contractor to demand acceptance of such proposed changes.

Contractor shall remove and dispose of existing improvements visible at the job site, for which no specific disposition is made on the Plans, but which could reasonably be assumed to interfere with the satisfactory completion of the Work.

#### **1.4 Site Access**

The City will provide rights of way or easements for Work to be constructed. The Contractor shall make their own arrangements and pay all expenses for additional area required by him outside of the limits of rights of way or easements unless otherwise specifically provided.

The Contractor may not store construction equipment or materials within the public right-of-way without written permission of the City. Contractor shall locate and use an appropriate area for storage of equipment and materials at his cost. Contractor must obtain permission from property owner before storing equipment or materials within private property.



## **2 CONTROL OF WORK**

### **2.1 Superintendent**

The Contractor is solely responsible for the Work done by his subcontractors or other employees, and all orders or instructions from the City shall be through the Contractor.

At all times during the progress of the Work, the Contractor shall have a competent, authorized superintendent present at the construction site who has complete authority to represent and to act for the Contractor. The Contractor shall not change the superintendent except with consent of the City, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor.

Whenever the Contractor or the superintendent is not present on any particular part of the Work where the City may wish to give direction, the City may order the Work to stop, or not pay for the work done during that time.

The Contractor shall coordinate the Work of his subcontractors. The Contractor is responsible for the specific scheduling of the Work of his Subcontractors at the proper time to avoid delay or injury to either work or materials.

### **2.2 Emergency Provisions**

Before initial Work is begun, the Contractor and his superintendent shall file with the City, addresses and telephone numbers where they can be reached during hours when the Work is not in progress. The Contractor shall furnish to the City 24-hour telephone numbers of all key personnel, including key personnel of subcontractors, for use in case of any emergencies.

### **2.3 Character of Workers**

The Contractor shall at all times enforce strict discipline and good order among his subcontractors and employees, and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him, nor anyone incompetent or unfit for his duties. When advised by the City, the Contractor shall dismiss such person and shall not again, without permission, employ that person on the Project.

### **2.4 Contractor's Equipment and Facilities**

The Contractor shall furnish and maintain in good condition all equipment and facilities required for the proper execution and inspection of the Work. The equipment and facilities shall meet all code requirements.

### **2.5 Clean-Up**

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. Before final inspection of the Work, the Contractor shall clean the

construction area, material sites, and all ground occupied by him in connection with the Work of all rubbish, excess materials, form lumber, etc. All parts of the Work shall be left in a neat and presentable condition.

### **2.5.1 Daily Site Clean-Up**

The Contractor shall promptly clean the Work as it progresses. As directed during construction, debris and rubbish shall be removed. Site clean-up must occur on a daily basis. The Contractor is responsible for providing the debris container(s). If the City observes the accumulation of trash and debris, the construction manager will send the Contractor a 24-hour written notice to mitigate the condition. If the Contractor fails to perform the required clean-up, or if the City deems the clean-up is unsatisfactory, the City will then perform the clean-up. All costs associated with any City clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contractor's total contract amount.

### **2.5.2 Daily Street Clean-Up**

Streets shall be cleaned daily of all spilled debris, gravel, or other foreign material caused by the construction operations. Cleaning shall be by, power brushing/sweeping, and hand labor. All clean-up work shall comply with the stormwater and pollution prevention requirements of Section 6.

### **2.5.3 Removal of USA markings**

Contractor shall remove USA markings as part of the final clean-up.

## **2.6 Inspection**

All Work and materials are subject to inspection and approval of the City. The Contractor shall notify the City before noon of the working day before the working day inspection is required. Unless otherwise authorized, work shall be done only in the presence of the City. Any work done without proper inspection is subject to rejection. The City shall at all times have access to the Work during its construction at off-site shops and yards as well as the Project site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents. City inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

The Contractor shall, without additional cost to the City, replace any material or correct any workmanship found not to conform to the Contract requirements, unless the City consents to accept such material or workmanship with an adjustment in Contract price. The Contractor shall immediately separate and remove the rejected material from the site.

If the Contractor does not promptly replace rejected material or correct rejected workmanship, the City may: replace such material or correct the workmanship and charge the cost to the Contractor; or terminate the Contractor's right to proceed according to the Contract termination clause in General Requirements Section 5.4.

No portion of any Work or installed materials shall be covered or concealed in any manner whatsoever without first obtaining an inspection. The Contractor shall assume the cost of uncovering and replacing Work and materials not inspected.

Projects financed in whole or in part with County, State or Federal funds are subject to inspection at all times by the agency involved.

## **2.7 Final Inspection**

Whenever the Work has been satisfactorily completed and the final cleaning up performed, the Contractor shall request in writing a final inspection. The City will make the final inspection with reasonable promptness.

Should the City consider that the Work is incomplete or defective, he will promptly notify the Contractor in writing listing the incomplete or defective work. The Contractor will immediately remedy the deficiencies and send a second written notice that the Work is complete and ready for a re-inspection. When the City determines that the Work is complete, the Contractor shall proceed with closeout submittals. The Contractor may be held liable for the cost of re-inspection if the City is required to make more than two inspections to determine if the Work is complete.

### **3 CONTROL OF MATERIALS**

#### **3.1 Defective Work and Materials and Unauthorized Work**

All materials, parts and equipment furnished by the Contractor in the Work shall be new, high grade, and free from defects. Workmanship shall be in accordance with the generally accepted standards. Material and Workmanship are subject to the City's approval.

Materials and Workmanship not conforming to the requirements of these Specifications shall be considered defective and is subject to rejection. Defective Work or material, whether in place or not, shall be removed immediately from the site by the Contractor, at his expense, when so directed by the City. If the Contractor fails to replace any defective or damaged Work or material after reasonable notice, the City may cause the Work or materials to be replaced. The replacement expense will be deducted from the amount to be paid to the Contractor.

Used or secondhand materials, parts and equipment may be used only if permitted by the City.

#### **3.2 Samples and Tests**

Before incorporation in the Work, the Contractor shall submit samples of materials, as specified and as the City may require, at no cost to the City. The Contractor, at their own expense, shall deliver the materials for testing to the place and at the time designated by the City. Unless otherwise provided, the initial testing shall be at no expense to the Contractor. Any re-testing due to failing to pass tests shall be at the Contractor's expense. When required by the City, the Contractor shall furnish at no cost to the City the manufacturer's Certificate of Compliance and other documents which state that tests and quality have been passed.

The Contractor shall notify the City in writing at least 15 days in advance of his intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material.

#### **3.3 Warranty**

The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of any portions of the Contract Documents or by any requirements of code, law, ordinance or statute.

The entire Work shall be warranted against defects in materials and workmanship for a period of one year from the date of final acceptance by the City, unless a longer period is indicated in the Contract Documents. The warranty shall specifically provide that all defects in materials and workmanship will be remedied to the satisfaction of the City, at no additional cost to the City. Contractor shall furnish a Warranty Bond by an approved bonding company for the warranty period.

Contractor further warrants all corrective action against defects in design (when design is not provided by the City), during the one-year warranty period (subject to the limitations of Civil Code section 2782.8).

## **4 PROGRESS OF WORK**

### **4.1 Beginning of Work**

The Contractor shall begin Work no later than five days after contract award and shall diligently and continuously pursue the Work to completion without interruption within the time limit provided in the Contract Documents.

### **4.2 Progress Schedule**

#### **4.2.1 Requirements**

Within ten days after contract award, the Contractor shall submit to the City a detailed Project Schedule/work plan.

The Project Schedule shall show: the order/sequence in which the Contractor proposes to progress through cleaning/inspection/repairs. Contractor and City will agree on an acceptable schedule/work plan, but it is anticipated to include:

- Proposed sequence of work (by street, area, drainage structure, etc., map view may be an option)
- Details/dates for work that will require traffic control
- Details/dates for work requiring City support for pump station operation
- Details/dates for work requiring coordinating with tides.
- Details/dates for work that will require resident/business notification (expected to be limited to work on/in easement/private property or will impact access to businesses).

#### **4.2.2 City acceptance**

The City shall have fifteen working days to accept or reject the Project Schedule/work plan. Contractor shall update the Project Schedule/work plan as required by the City. The Contractor shall keep the City advised of the progress of the Work and shall notify the City immediately in writing of any delay, and the causes for it, which may prevent the Project from being completed within the specified time.

#### **4.2.3 Schedule changes**

The Contractor shall promptly inform the City of any substantial changes in the Project Schedule/work plan. Project Schedule/work plan shall be kept up to date, considering the actual progress of Work and shall be revised, if necessary, every 30 calendar days.

### **4.3 Temporary Suspension of Work**

#### **4.3.1 Suspension by City**

If the City determines that the Work is not proceeding in accordance with the Contract Documents or any applicable rules and regulations, the City may order the cessation of further Work until the Work proceeds in compliance with those requirements. Delays in the Work occasioned by such stoppage do not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion.

The City has the authority to suspend the Work wholly or in part, for a period as it deems necessary, due to unsuitable weather, or to other conditions that are considered unfavorable for the suitable prosecution of the Work. Such a temporary suspension will be considered as justification for time extensions to the Contract in an amount equal to the period of the suspension.

#### **4.4 Subcontracting**

The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the Work under his control. No subcontractor will be recognized as such, and all persons engaged in the Work of construction will be considered as employees of the Contractor and he will be held responsible for their Work.

#### **4.5 Protection of Existing Utilities**

##### **4.5.1 Notice**

In accordance with the requirements of Government Code sections 4216 and 4216.9, Contractor shall give notice to the Regional Notification Center, USA Underground Service Alert Regional Notification Center (USA) at 1-800-227-2600, at least two working days before beginning any excavation work.

The Contractor shall immediately notify the City and utility owner of any damage to a utility.

##### **4.5.2 Damage and Protection**

Contractor shall exercise extreme care and caution in the performance of all underground Work to avoid damage to any facility. No compensation for any necessary rearrangement of underground facilities shall be allowed. Where it is necessary to construct or relocate underground utilities in the construction area, such Work shall be done by the respective utility owner, or their agent, unless otherwise noted. Unless otherwise permitted by the owner of the underground facility, the Contractor shall hand dig wherever he is within 24" (horizontally) of any marked utility line. Damage to any of the facilities shall be repaired by the owner of the utility at the Contractor's expense.

If an existing sanitary sewer lateral is damaged, repairs must be arranged for immediately by a qualified Contractor. This entails securing a repair permit at the District office. All repairs must be completed at the Contractor's expense and must be inspected by a District Inspector.

All Work on this Project shall be so conducted as to permit utility companies to maintain their services or if necessary, to install any additional facilities without interruption.

The Contractor shall immediately notify the City and utility City of any damage to a utility. The cost of repairing and/or relocating any damaged utilities is the Contractor's responsibility when the locations are shown on the Project plans or marked by the utility, or when the Contractor fails to call USA or request a remarking of obliterated marks.

## **5 LEGAL RELATIONS AND RESPONSIBILITY**

### **5.1 LAWS TO BE OBSERVED**

The Contractor shall stay fully informed of and comply with all existing and future County, State and Federal laws and regulations and all municipal ordinances and regulations of the City which affect those employed in the Work, or the materials used, or which affect the conduct of the Work, and of all the orders and decrees of bodies or tribunals having jurisdiction or authority over the Work. If a discrepancy or inconsistency is discovered in the Contract Documents in relation to a law, ordinance, regulation, order or decree, the Contractor shall promptly report it in writing to the City.

### **5.2 LABOR**

#### **5.2.1 General**

The Contractor is bound by and shall comply with the applicable provisions of the Labor Code and with Federal, State and local laws related to labor.

#### **5.2.2 No Discrimination**

Under Labor Code section 1735, the Contractor shall not discriminate in the employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age or sexual orientation of any person, except as provided in Government Code Section 12940. A Contractor violating this section is subject to all the penalties imposed for a violation.

#### **5.2.3 Working Hours**

The Contractor shall comply with the applicable provisions of Labor Code sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty of the City, forfeit \$25.00 for each worker employed on the Project by the Contractor or by any subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week, unless the worker receives compensation for the hours worked in excess of eight hours at not less than one and one-half times the basic rate of pay.

#### **5.2.4 Workers' Compensation**

In accordance with Labor Code section 1860, the Contractor's attention is directed to the requirement that (under Labor Code section 3700) every Contractor is required to secure the payment of compensation of his or her employees. In accordance with the Labor Code section 1861, each Contractor shall sign and file with the City the following certification before performing the Work: "I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract."

### **5.3 (not used)**



#### **5.4 CONTRACTOR'S LICENSING LAWS**

Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by those laws.

In accordance with California Business and Professional Code, the City has determined that the Contractor shall possess a valid Class A (General Citying) License or the combination of C-36 (Plumbing) and C-31 (Construction Zone Traffic Control Contractor). Any subcontractor used for traffic control must possess C-31 classification.

#### **5.5 PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the lawful prosecution of the Work. On contracts let by the City, fees and charges required by City permit will be waived. A City of Alameda Business License from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda is required.

#### **5.6 SAFETY NOTICES**

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

#### **5.7 DISPOSAL OF MATERIAL**

The Contractor shall arrange for the proper storage, analysis and disposal of material removed from the storm system and any other material generator in the course of conducting the contracted work in accordance with all applicable law.

#### **5.8 CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS**

Until City's acceptance of the Work, the Contractor shall have the charge and care of all the Work and the related materials and equipment, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his subcontractors or sub-subcontractors. Contractor shall bear the risk of injury, loss, or damage to any part of them (regardless of whether partial payments have been made on such damaged portions of the Work) by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense, except for the injuries, losses or damage directly and proximately caused by the City's sole negligence or willful misconduct. (See also Sections 6-5 and 6-7; Civil Code section 2782(b).)

#### **5.9 VEHICLE CODE**

Vehicles and equipment traveling to and from the "limits of Work" or "job site" on a public way shall conform to the applicable provisions of the Vehicle Code.

## **5.10 WEIGHT LIMITATIONS**

Unless expressly permitted elsewhere in the Contract Documents, construction equipment or vehicles shall not exceed the maximum weight and size limitations set forth in the California Vehicle Code and Alameda Municipal Code, unless approved by the City in writing. The Contractor shall repair the facilities damaged by overloaded equipment or vehicles.

## **5.11 PATENTS**

The Contractor assumes responsibilities arising from the use of patented materials, equipment, devices or processes used on or incorporated in the Work, and agrees to indemnify and hold harmless the City, its officers, employees and agents, from all suits at law, or actions of any nature, for or on account of the use of any patented materials, equipment, devices or processes.

## **5.12 SAFETY PROVISIONS**

The Contractor shall conform to the regulations pertaining to safety established by the California Division of Industrial Safety and the California and Federal Office of Safety and Health Administration. According to generally accepted construction practices, the Contractor will be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees on the Work and all other persons who may be affected by it. The duty of the City or its representatives to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site. Contractor is solely responsible for the Implementation and maintenance of safety programs.

The Contractor shall insure that all scaffolding, staging, temporary floors, runways, and similar devices furnished by himself or his subcontractors be built and maintained to safely support required loads.

The Contractor shall insure that all cranes, hoists, towers, and other lifting equipment necessary for the movement and erection of materials have operators trained and experienced in the equipment being used, and are properly equipped with guys, bracing and safety devices as required by applicable codes.

The Contractor shall comply with all applicable local safety codes and specifically the Occupational Safety and Health Act for the construction industry.

The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

The Contractor shall perform all Work in a fire-safe manner and supply and maintain adequate first aid and fire-fighting equipment capable of extinguishing incipient fires. It shall comply with applicable local and state fire prevention regulations and where the regulations do not cover, with applicable parts of the National Fire Prevention Standards for "Safeguarding Construction, Alteration and Demolition Operations," (NFPA No. 241).

### **5.13 PUBLIC CONVENIENCE AND SAFETY**

#### **5.13.1 General**

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater length or amount of Work than he can prosecute properly with due regard for the rights of the public.

#### **5.13.2 Traffic; Work In or Upon Streets**

Travel lanes. Unless otherwise provided in the Contract Documents, one 11-foot lane in each direction for public traffic shall be permitted to pass through or around the Work with as little inconvenience and delay as possible.

It is anticipated that work on residential streets will require minimal traffic control (appropriate cones and signs to delineate work area and safe path of travel) and will not require submission of site-specific traffic control plans. Traffic on arterial roads, around schools, signalized intersections, or other areas may require the submission and approval of site-specific traffic control plans.

The *California Manual of Temporary Traffic Control Handbook (CATTCH)* may be used to select traffic control plans for road/traffic configurations for a work area that match the Worksite Traffic Control Plans included in CATTCH [tcm.pdf \(sce.com\)](#)

If the CATTCH does not contain a Worksite Traffic Control Plan that is appropriate for the road/traffic configuration for the work area, Contractor shall prepare and submit a Traffic Control Plan to the City for approval. The plan shall accurately show the existing road/traffic configuration including all lanes, dimensions, and paths of travel, and show all traffic management devices to be used to convey traffic safely around the work area. All traffic control plans and implementation must be compliant with the most current version of the CA Manual on Uniform Traffic Control Devices (CA MUTCD).

#### **5-13.2A Signals; signs**

Existing traffic signal and highway lighting systems shall be kept in operation for the benefit of the traveling public during progress of the Work. Others will continue routine maintenance of existing systems. The Contractor may be required to cover certain signs that regulate or direct public traffic to roadways that are not open to traffic. The City will determine which signs shall be covered.

In order to expedite the passage of public traffic through or around the Work and where ordered by the City, the Contractor shall install signs, lights, flares, barricades, and other facilities for the sole convenience and direction of public traffic. Also, where directed by the City, the Contractor shall

furnish competent flagmen whose sole duties shall consist of directing the movement of public traffic through or around the Work.

If the Contractor appears to be neglectful or negligent in furnishing warning and protective measures, the City may direct attention to the existence of a hazard and the Contractor shall furnish and install the necessary warning and protective measures at his expense. If the City points out the inadequacy of warning and protective measures, that action on the part of the City shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

#### 5-13.2B Removing spillage

Contractor, at his expense, shall immediately remove spillage resulting from hauling operations along or across any public traveled way.

### **5.13.3 Adjacent Property**

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to property owners. Contractor shall maintain convenient access to driveways, houses, and buildings along the line of and adjacent to the Work, and temporary approaches to crossings or intersecting highways. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

The Contractor shall exercise precautions necessary to protect all buildings, landscaping and other construction on adjacent buildings, property and construction, on account of operations under this Contract, and restore to pre-construction conditions to the satisfaction of the City.

The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers and other improvements within the right of way which are designated for removal and would be destroyed because of the Work.

### **5.13.4 Storage of Material and Equipment**

No material or equipment shall be stored where it will interfere with the free and safe passage of the public. At the end of each day's work, and at other times when construction operations are suspended for any reason, the Contractor shall remove the equipment and other obstructions from that portion of the roadway open for public use.

## **6 PROJECT MEETINGS**

In order to effectively manage the construction process, the City requires that certain meetings be held during the course of the Work at which time all members of the construction team are expected to attend.

A kick off meeting will be held as soon as the contract is executed. At that time, representatives of the City and the Contractor will discuss in detail certain procedural aspects of the Work, including:

1. Invoicing
2. Schedule
3. Resident notifications
4. Schedule
5. Cleaning Log
6. Ongoing meeting schedule
7. Materials management

In addition to the meetings described above, the City reserves the right to call meetings spontaneously when it believes necessary in order to effectively manage Work on the Project, to prevent misunderstandings, or to disseminate information.

## **7 STORM WATER AND POLLUTION PREVENTION**

The Contractor is responsible for ensuring that all of their workers and subcontractors are aware of and implement the Best Management Practices (BMPs) detailed below. BMPs should meet the same level of erosion and sediment control effectiveness established by practices identified in the San Francisco Bay Regional Water Quality Control Board's Erosion and Sediment Control Field Manual (510-622-2465), the Association of Bay Area Government's Manual of Standards for Erosion and Sediment Control (510-464-7900) and/or the California Stormwater Quality Association's Stormwater Best Management Practice Handbook – Construction (2009) ([www.cabmphandbooks.com](http://www.cabmphandbooks.com)). Contact City Public Works Department Clean Water Program Specialist Jim Barse (510-747-7930) for additional assistance in obtaining copies of these reference documents.

The Contractor(s) shall avoid creating excess dust when breaking asphalt/concrete and during excavation and grading. If water is to be used as a measure for dust control, use as little as possible. All wash water shall be kept out of streets, gutters and storm drains. Controls shall be implemented before construction begins and maintained until the end of construction at which time they shall be removed.

Failure to comply with the following approved construction Best Management Practices ("BMPs") shall result in the issuance of correction notices, citations and/or a project stop order:

1. Gather all debris on a regular basis and place it in a dumpster or other container which is emptied or removed on a weekly basis. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution. After breaking old pavement, remove all pieces to avoid contact with rainfall or runoff.
2. Remove on-site piles from the site on a regular basis. Only temporary storage is allowed. All temporary soil or other stockpiles on site shall be securely covered with a tarp, plastic sheeting or similar material.
3. Remove all dirt/mud, gravel, rubbish, refuse and green waste from the sidewalk, street pavement, and storm drain system adjoining the project site daily and prior to rain. Clean up leaks, drips and spills immediately. Avoid unnecessary driving on unpaved areas during wet weather.
4. Install and maintain stabilized construction entrances to minimize the tracking of dirt, mud, dust and debris onto the public right-of-way.
5. Broom-sweep the sidewalk and public street pavement adjoining the project site daily and prior to rain. Caked-on mud or dirt shall be scraped from these areas before sweeping. At the completion of work the street shall be washed and the wash water collected and disposed offsite.
6. Install filter materials (such as block and gravel bags, sandbags, filter fabric) at the storm drain inlets surrounding the project site. Such inlet protections shall be installed before: the start of the rainy season (October 1<sup>st</sup>), site de-watering activities, saw-cutting activities, or any other activity that may result in the discharge of material to the storm drain. Filter materials shall be maintained and/or replaced as necessary to minimize

short-cutting and to remove sediment deposits and buildup. Accumulated sediment/debris shall be disposed of properly.

7. Vacuum saw-cutting slurry and remove from site. Do not allow saw-cut slurry to enter the storm water conveyance system.
8. Create a contained and covered area on the site for the storage of cement bags, paints, flammables, oils, fertilizers, pesticides, or any other materials used on the project site that have the potential for being discharged to the storm drain system by wind, exposure to rainfall or in the event of a material spill.
9. Never clean machinery, tools, brushes, etc. or rinse containers into a street, gutter, storm drain or stream. See the *Building Maintenance and Remodeling* BMP flyer and ACCWP BMP brochures for more information. Contact the Public Works Department at 747-7930 for assistance with obtaining these documents.
10. Ensure that concrete/gunite supply trucks or concrete/plaster finishing operations do not discharge wash water into street gutters or drains. Concrete trucks shall have a self-contained washout system or discharge to a dedicated, secure site washout in order to avoid the possibility of debris on city streets or discharge of wash water to the storm water conveyance system.
11. Minimize removal of natural vegetation or ground cover from the site in order to minimize the potential for erosion and sedimentation problems. Re-plant the area, and stabilize all cut and fill slopes as soon as possible after grading is completed. At a minimum, 4,000 pounds/acre of straw with tackifier should be placed on all exposed soils including those within active work areas and flat lots. **No site grading shall occur between October 1 and May 31 unless approved erosion and sedimentation control measures are in place.**
12. Provide erosion “prevention” and perimeter protection measures (soil stabilization) such as fiber rolls, silt fence, and/or sediment traps or basins. Ensure control measures are adequately maintained and in operable condition. Sediment controls, including inlet protection, are necessary but should be a secondary defense behind good erosion control and site perimeter measures.
13. Design site de-watering operations to prevent the discharge of any sediment, debris or other pollutants to the municipal storm water conveyance system.
14. Maintain and if necessary, repair, all erosion prevention and sediment control measures throughout the contract term. Replacement supplies should be kept on site. Site inspections shall be conducted before and after each storm event, and every 24 hours for extended storm events, to identify areas that contribute to erosion and sediment problems or any other pollutant discharges. If additional measures are needed, inform the City City immediately and document all inspection findings and actions taken.
15. Conduct visual observations before, during, and after storm events. Any breach, malfunction, leakage, or spill observed that could result in the discharge of pollutants to surface waters that might not be visually detectable in stormwater shall trigger the collection of a sample of discharge. The following procedures shall be followed during sampling:

#### Sampling Procedures:

- For all construction activity, identify a sampling and analysis strategy and sampling schedule for potential discharges discovered through visual monitoring.
  - Any breach, malfunction, leakage, or spill observed during visual monitoring which could result in the discharge of pollutants to surface waters that would not be visually detectable in stormwater shall trigger the collection of a sample of discharge.
  - Samples shall be collected at all discharge locations which drain the areas identified by the visual observations and which can be safely accessed.
  - Personnel trained in water quality sampling procedures shall collect stormwater samples.
  - An uncontaminated sample shall be collected for comparison with the discharge sample.
  - Sampling shall be conducted during the first two hours of discharge from rain events that occur during daylight hours and which generate runoff.
  - The uncontaminated sample shall be compared to the samples of discharge using field analysis or through laboratory analysis. Analyses may include, but are not limited to indicator parameters such as: pH, specific conductance, dissolved oxygen, conductivity, salinity, and TDS
16. Contact the City of Alameda Public Works Department at 510-747-7930 in the event of any slope failure, sediment pond overflow, or any other malfunction resulting in sediment-laden runoff. The City shall, in turn, report such incidents to the Regional Water Quality Control Board.
17. Clearly mark with the words, “No Dumping! Drains to Bay” or the equivalent, using methods approved by the City of Alameda, onto the on-site storm drain inlets. All on-site storm drains must be inspected and, if necessary, cleaned, at least once a year immediately prior to the rainy season. Additional cleaning may be required by the City of Alameda
18. Require all concrete trucks used in the performance of the work to have a self-contained washout system, rather than do washout on the site. The idea is to avoid:
- An undesirable pile of concrete on the jobsite, and
  - The possibility of debris on city streets.

The objective of these Standard Conditions is to ensure that the City’s municipal storm water Permit, the National Pollutant Discharge Elimination System (NPDES) Permit provisions and additional Regional Water Quality Control Board requirements are adequately enforced.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01, of the Standard Specifications and any other appropriate documents on storm water quality controls for construction. If you need assistance in checking these documents, contact Clean Water Program Specialist at 510-747-7930.

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



## **8**      **CONCURRENT ACTIVITIES**

The City reserves the right to perform Work related to the Project with its own or contract forces, and to award separate contracts in connection with other portions of the Project or other Work on the site under these or similar conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

## **9 SIGNS AND NOTIFICATIONS**

### **9.1 GENERAL**

Contractor shall post and maintain all notices, signs, and other safeguards required by law or ordinance. No other signs or advertisements shall be installed on the premises except as authorized by the City.

### **9.2 No Parking Signs**

All “No Parking” signs shall be provided by the City of Alameda at cost of sign to the Contractor. Contractor shall be responsible for posting “No Parking-Tow Away” signs seventy-two (72) hours prior to commencement of construction. For any work scheduled on a Monday, “No Parking” signs must be placed by the end of the day the prior Thursday. Contractor must use City provided “No Parking” signs. No Parking signs must show the day, date, and times of restricted parking, e.g. Monday, 6/20, 7:00 AM-5:00 PM.

Signs shall be secured on barricades and placed at intervals no greater than 250’. The Contractor shall remove signs and barricades at the end of each day they expire.

Signs shall be posted only when work is being performed by the Contractor at the posted locations. No Parking signs shall display a date range no longer than 2 weeks at any given time. A revision in date range requires re-posting.

The contractor shall maintain all “No Parking” signs throughout the entire duration of work.

### **9.3 Public Notification**

#### **9.3.1 Notifications to Residents**

The City will send advanced notifications for easement work to help identify any access issues. Contractor is expected to work with the City to address scheduling or other access issues identified. The City will also send advanced notification for work not in easements. Contractor must keep the work scheduled current and at least a 3 week look ahead. The City notification will provide general information about work, approximate range of dates and the Contractor’s name and phone number and any other pertinent information for residents.

The Contractor is responsible for delivering City approved door hangers. Door hangers will require more specific dates within the range provided in the city notification and other pertinent information regarding the project. The Contractor is responsible for providing a phone number on the notice that can be reached after hours and on weekends by residents and businesses to answer their concerns.

Door hanger notifications to affected residents and businesses for this project will be delivered a minimum of 72-hours prior to work.

The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request of the City.

If work is postponed or cancelled with no work in the proposed area for more than seven (7) calendar days, the Contractor shall re-notify the affected residents and businesses with the City approved door hanger a minimum of two (2) working days prior to the start of the work.

Failure to comply with the notification requirement will result in the City stopping work. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request of the City.

No work shall take place prior to the required notification, re-notification, or coordination work with affected parties.

#### **9.4 Utility/Public Service Notification**

The Contractor shall work with City to identify work that may require notification of and cooperation with the public, local businesses, transit companies, local law enforcement agencies, local fire districts, local utilities providers, refuse collectors, schools, and any other persons or agencies which may be affected by this. Other notifications may be required during project construction as outlined below.

When it is determined that work will require notification, notifications shall be provided by the Contractor relating to, but not limited to, the following items:

- General information
- Traffic delays and alternate routes
- Street Closures
- Driveway closures
- Temporary relocation of bus stops

The Contractor shall provide seven (7) calendar days advance notice of any work that closes a roadway or otherwise impacts emergency response, AC Transit and/or property related services (ex. trash, mail). Notifications, as needed shall be made to the Alameda Police Department, Alameda Fire Department, to the U.S. Postal Service offices and AC Transit Bus Service. A copy of such notice shall be submitted to the City.

## **10**     **SUBMITTALS**

### **10.1**   **Traffic Control Plans**

For areas determined that basic traffic control is insufficient (collector and arterial streets), Contractor is to provide traffic control plans 2 weeks in advance for City review.

### **10.2**   **Submittals**

For trenchless repair work, Contractor shall provide submittals for materials to be used for City review at least 2 weeks in advance of application.

### **10.3**   **Inspection/Data Submittals**

Unless otherwise agreed upon by the Contractor and City, storm drain inspection data shall be submitted monthly for all work completed or attempted in the month prior. At a minimum, monthly submittals shall include:

1. PACP compatible database of all segments/assets inspected
2. CCTV videos of all inspection and repair work
3. Cleaning log documenting all assets cleaned

## TECHNICAL SPECIFICATIONS

## **11 TECHNICAL SPECIFICATIONS**

The Project includes the following work on existing underground storm drain main lines, laterals, and structures located both within active travel lanes under streets and in off-street utility easements, residential parcels, and commercial parcels.

The majority of this work will take place on residential city streets, with portions requiring accessing storm assets on arterial/high-traffic roads, residential and commercial properties, parks, easements, and coastal terrain. Contractor shall furnish all necessary labor, tools, equipment, and materials to complete work in these conditions.

Standard working hours are 7:00 AM to 5:00 PM, Monday through Friday. City may require modified hours for work around schools, on heavily trafficked streets, or other similar scenarios. Night work is not anticipated to be required.

The City will provide access to staff to assist with operating of storm drain pump stations, locating storm drain assets, and assist in communication with residents and businesses that may be impacted by this project.

Contractor shall submit a Work Plan and Safety Plan prior to work that includes work in Permit Required Confined Spaces.

### **11-1 Storm drain cleaning**

Cleaning shall include removal of foreign material and objects from the line sufficiently to permit the City to determine the locations of storm drain insufficiencies, such as infiltration, structural damage, and sagging. Contractor may propose preliminary visual inspection methods to determine if cleaning is required. Contractor may propose multiple cleaning methods to choose from that will remove obstruction and prepare pipe for inspection without damage to existing facilities.

Contractor shall obtain water for cleaning operations from either the City of Alameda or East Bay Municipal Utility District (EBMUD). Contractor is responsible for determining the most appropriate source of water for their work and procuring hydrant meters in accordance with agency requirements. Contractor shall pay all costs for obtaining water from EBMUD. Contractor will not be charged for procuring water from the City of Alameda-owned distribution system. City hydrants are located in Alameda Point, west of Main St.

Contractor shall be responsible for the collection, management, sampling/testing/waste profiling, and disposal of all debris collected by cleaning operations. Contractor shall include all costs for this work in their proposal. All disposal must be compliant with City of Alameda, Alameda County, State of California, and Federal requirements. All debris containers must be water-tight and have the ability to be securely closed/locked. The City has multiple locations to stage debris containers for material management, and it is anticipated that up to 8 standard low-

profile 8CY debris bins can be staged at these locations. Some locations will allow for clean, non-turbid water that is free of contaminants to be drained from material.

Contractor shall log all cleaning work, by pipe segment, on the City-provided cleaning log. Log shall document work performed and quantity/type of debris removed.

### **11.2 Storm Drain Video Inspection**

Closed Circuit Television inspections shall comply with the most current NASSCO Pipeline Assessment Certification Program standards. Storm drain video inspection shall include producing and logging of the storm drain video inspection as specified in the following paragraphs when possible and practicable.

The television camera used for inspection work shall be color format, specifically designed and constructed for use in storm and sanitary sewers. Lighting and camera quality shall allow a clear, in-focus picture of the entire periphery of the pipe for a minimum distance of six feet.

To ensure acceptable picture quality under all conditions that may be encountered during the inspection, a variable intensity control for lighting, and a remote adjustment for camera focus, shall be provided for the operator. The camera, television monitor, and other components of the video system shall be capable of producing a color picture of quality adequate to identify major defects and locate laterals accurately. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the condition of the storm drain.

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

Accurate distance measurements are required. Measurement for location of defects shall be made by means of a camera-mounted transmitter and aboveground receiver. Marking on the cable, which requires interpolation for depth of the manhole, will not be permitted. To establish criteria for video picture quality to be maintained throughout the project, the Contractor shall furnish sample video of the first inspections performed for City review and acceptance.

Inspection video shall include audio recording of all asset information and inspection observations. The audio portion of the inspection report, recorded at the time of inspection, shall be intelligible in its entirety. Computer-generated audio is allowed if it can be demonstrated to meet these requirements. The information contained on the audio recording shall include (1) the location of the storm drain, (2) the location and asset ID of the manholes involved, (3) the direction of travel (4) a description of conditions in the storm drains as they are encountered, and (5) the location and entrance condition of service laterals.

Reporting and documentation of inspections shall include: .

- The pipe information for which codes will be created includes but is not limited to obstructions (roots / debris build up), cracks, offset joints, sag, pipe type, and laterals.
- All line pictures will be digital .mpeg video, clear, legible, and free of “snow” or haze.
- Electronic copies (data files) shall be submitted in a PACP Exchange Database.
- To establish the working criteria for video picture quality, which must be maintained throughout the project, the Contractor shall furnish a flash drive with a sample .mpeg video footage of an actual storm drain line inspection that is satisfactory to the City and meets the job specifications for CCTV inspection. This flash drive shall become the property of the City and shall be used throughout the project as the standard that the Contractor’s video picture quality must meet.
- The Contractor shall deliver the video inspections and logs on DVDs or on an external hard drive. The Contractor shall provide all video inspection results in PACP format in the software of their choice. The City shall provide video header, labeling and file naming standards at the pre-construction meeting.

### **11.3 Flow Control, Dewatering, and Water Management**

Contractor is responsible for the managing and controlling all water/flows in the storm drain system to allow for cleaning, inspection, and repair. The source of water/flow can include storm/irrigation runoff, infiltration, and tidal inflow. Any work by the Contractor to stop flow, dewater, bypass, or otherwise manage water/flow must be executed in compliance with all regulations and permits governing the City of Alameda and the discharge waters of the City’s storm drain system. In general:

- Water that is confirmed to be from tidal inflow or infiltration can be allowed to flow into surface water if it has not been disturbed by cleaning or inspection in any manner.
- Water that is removed from the storm drain system by the contractor must be disposed of into the EBMUD sanitary sewer system. Contractor is responsible for procuring a discharge permit with EBMUD and meeting all requirements defined in the permit. Alternate disposal methods such as collection and treatment prior to discharge may be proposed by the Contractor for City approval.
- Water that is added to the storm drain system through cleaning must be captured, removed, and disposed of by the Contractor in accordance with the above.
- Contractor is responsible for all cost of collecting and disposing of water removed for or during cleaning/inspection/repair operations.

All plugging, bypass, pumping, and other flow/water management work shall be performed in a manner to maintain flow matching the capacity of the existing storm drain system and prevent backups, overflows, or other issues upstream of the work location.

### **11.4 Trenchless Repairs and Rehabilitation**

Trenchless pipeline repairs are anticipated to include any or all of the following: pressure grouting for joint sealing/infiltration mitigation, CIPP point repairs for damaged pipe, cementation lining methods, and internal mechanically expanding point repair systems.



CCTV inspection data will be used to identify the need for repairs or rehabilitation, and Contractor will assist the City in selecting the most appropriate method for each identified repair.

- Pressure Grouting shall be performed in accordance with NASSCO Specification Guideline for Pipeline Packer Injection Capital Grouting.
- CIPP shall be performed in accordance with NASSCO Performance Specification Guideline for Cured-in-Place Pipe (CIPP) installation. Contractor shall submit details regarding proposed material/installation/cure methods to City for approval prior to beginning repairs.
- Other methods proposed by Contractor shall be submitted to City for review and approval prior to beginning repairs.

The contractor is responsible for maintaining or bypassing flow of storm water during execution of all repairs. It is assumed that any pipe may flow at any time of year regardless of weather.

### **11.5 Asset Mapping Update/Data Collection**

Contractor is responsible for identifying any discrepancies between asset information (maps and asset data such as pipe size, flow direction, etc.) and the observed location/configuration of all inspected structures and pipes. The method for documenting these discrepancies and providing updated information to the City will be agreed upon with the Contractor and City at the pre-construction meeting.

Contractor shall utilize GPS survey equipment to record the alignment and elevation of all storm drain structures (catch basins, manholes, outfalls, etc.). Typically, this shall include recording the rim/top elevation and invert/flowline elevation(s) of the structure. Vertical accuracy shall be +/- 3 inches or better and horizontal accuracy shall be +/- 3 feet or better. Data collection hardware and software shall allow for seamless transfer of point information to and ESRI based GIS system. City and Contractor shall agree upon data fields, naming conventions, data transfer methods, etc. at the pre-construction meeting.

### **11.6 Smoke and Dye Testing**

It is expected that smoke testing and dye testing may be useful to locate buried or hard-to-locate storm drain assets, cross connections, or other features that cannot be located using CCTV or visual methods. All proposed smoke testing and dye testing must be approved by the City prior to execution.

Smoke testing shall be performed with smoke generators designed for use on storm drain/sanitary sewer systems, including mains and laterals. Smoke shall be non-toxic, self-dissipating, and non-staining. Sandbags or other devices shall be used in manholes/structures to contain smoke to the area in question.

All residents within 500 feet of smoke testing locations shall be notified with door hangers describing the work 72 hours in advance of testing. City of Alameda fire and police services shall be notified both 3 days and on the day of testing.

Contractor shall document all noted smoke exfiltration with a report including pictures, location (either GPS or referenced to curb, street lights, or other fixed structures), and description of observations.

Dye testing shall utilize non-toxic, non-staining, biodegradable dye that will not harm fish, wildlife, or plant life. Contractor shall submit product data for dye to City for approval prior to executing work. Dye testing shall be documented with a report including pictures, location of dye injection point, and all locations downstream of injection point that dye has been observed. Contractor shall provide sufficient personnel and reliable communication methods to ensure downstream observations confirm the presence or lack of dye at each location.

**APPENDIX C – SERVICE PROVIDER AGREEMENT STANDARD FORM**

## SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2023 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and COMPANY, a [STATE corporation, LLC, LP, GP, or sole proprietor/individual], whose address is ADDRESS (“**Provider**”), 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: removal and replacement of stem and operators at the Bayview Weir. City staff issued an RFP on March 23, 2023 and after a submittal period of 22 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 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 removal and replacement of stem and operators at the Bayview Weir, 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.

**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 7<sup>th</sup> 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 this Section 3.][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 this Section 3.][as set forth in Exhibit B.]

b. Compensation shall not exceed \_\_\_\_\_, which includes a \_\_\_\_ contingency. 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 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 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.

**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. 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 (3). 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

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

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.

**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. 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**").

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 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.

c. 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  
[Department]  
[Address]  
Alameda, CA 94501  
ATTENTION: [Title]  
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 W Mall Sq, Ste 110  
Alameda, CA 94501  
ATTENTION: Jeanette Navarro  
Ph: (510) 747-7930; 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 of 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.

**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 30, 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. 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.

**27. 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.

**28. 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.

**29. 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.

**[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

\_\_\_\_\_  
Jennifer Ott  
City Manager

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
Erin Smith  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
Len Aslanian  
Assistant City Attorney

# SAMPLE

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  
2263 Santa Clara Avenue  
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 Avenue  
 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.

**APPENDIX D -- SPECIFICATION GUIDELINE FOR PIPELINE PACKER INJECTION CAPITAL  
GROUTING (NASSCO)**

[https://nassco.my.salesforce.com/sfc/p/#4W000005j1mm/a/4W000000QItx/Dw0\\_p212vDLV2NPmluN  
MCSH0YqXhe7RWU6IX19XFDUs](https://nassco.my.salesforce.com/sfc/p/#4W000005j1mm/a/4W000000QItx/Dw0_p212vDLV2NPmluNMCSH0YqXhe7RWU6IX19XFDUs)

## APPENDIX E – NASSCO CCTV INSPECTION

<https://nassco.my.salesforce.com/sfc/p/4W000005j1mm/a/4W0000005kt2/me80lwuoa4lhXm.4B6UNufFEWxOv8RITiAFmHIDncxM>