

REQUEST FOR PROPOSALS

BAYVIEW WEIR STEM AND OPERATOR REPLACEMENT

CITY OF ALAMEDA, CALIFORNIA



Issued: March 23, 2023
Submittal Deadline: April 14, 2023

CITY OF ALAMEDA
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Attn: Manny Rios

CITY OF ALAMEDA REQUEST FOR PROPOSALS

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REQUEST FOR PROPOSALS

BAYVIEW WEIR STEM AND OPERATOR REPLACEMENT PROJECT

I. INTRODUCTION AND BACKGROUND

The City of Alameda invites proposals for the **Bayview Weir Stem and Operator Replacement Project**.

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.

II. SCOPE OF SERVICES

The Contractor shall furnish all labor, materials, equipment and incidental services necessary to perform all Work associated with the Bayview Weir Operator and Stem Replacement Project. The Work includes replacement of the 11 gate stem and operators. A record drawing of the Bayview Weir is included in **Appendix A**. The 12th gate shown on the Record Drawings is now a flap gate. Contractor is responsible for field verifying count of stems and operators required and valve stem measurements; procuring all required materials; constructing any necessary scaffolding to conduct the work; demolishing existing slide gate stems and operators; off hauling and disposing of debris in accordance with all rules and regulation; installing new stem and operators and conducting and field testing of new equipment; site restoration; and any other activity required to conduct the Work. For the flap gate, Contractor is responsible for making necessary repairs.

Contractor must comply with the General Conditions within this RFP and the Standard Provisions included in **Appendix B**.

III. PROPOSER QUALIFICATIONS

The license requirement for this project is Class A General. Proposer must have at least three years' experience as a license contractor with at least 5 similar installations during the last five years.

IV. 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.
- b) An identification of the Proposer's experience performing services for projects of a similar 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 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. **Project Pricing**

Prepare a cost schedule with all possible work unit pricing. 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.

V. **PROPOSAL FORMAT**

Proposers shall submit an electronic copy of their proposal in Portable Document File format. **Proposals must be titled “City of Alameda –Bayview Weir Stem and Operator Replacement”.** Proposals shall be emailed to Manny Rios at erios@alamedaca.gov

Proposals must be received by 2:00 PM April 14, 2023. Late proposals will not be considered. The City assumes no responsibility for delays caused by delivery service. Any Proposal received prior to **2:00 PM April 14, 2023** 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 VI contains a complete list of proposal requirements.

VI. **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.

VII. 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.

Anticipated Schedule for Selection	
Issuance of Request for Proposals:	March 23, 2023
Deadline to submit Proposals:	April 14, 2023
Contract Award (Anticipated):	May 16, 2023

VIII. 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.

IX. QUESTIONS

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.

Please direct any Project questions to Manny Rios. Questions must be by written email to erios@alamedaca.gov and received by April 10, 2023.

Appendices

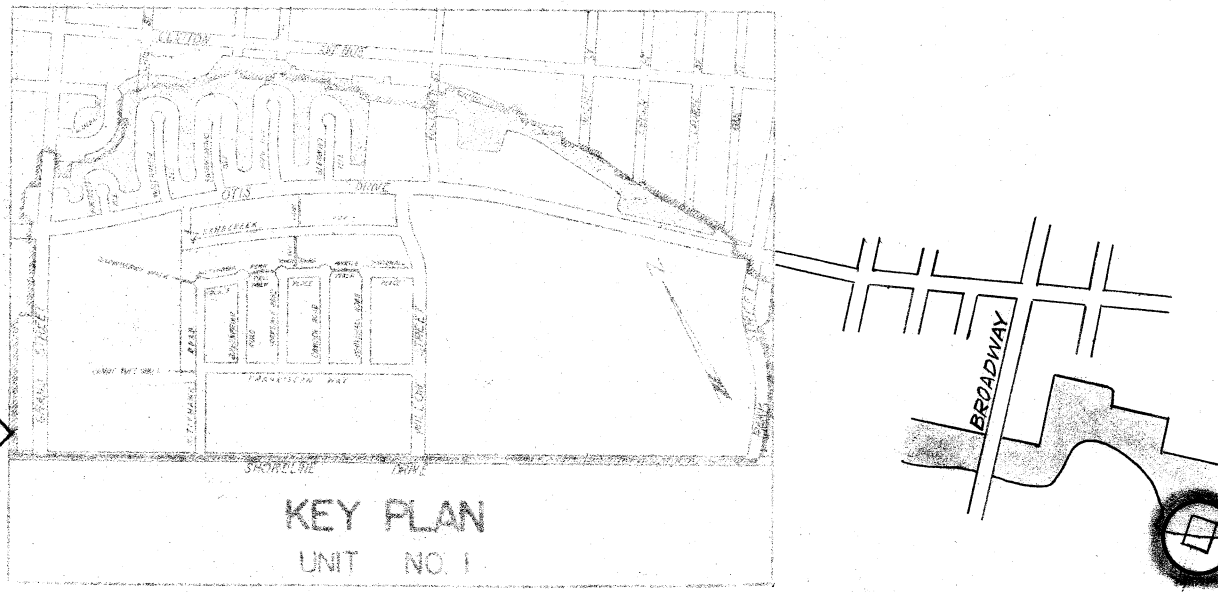
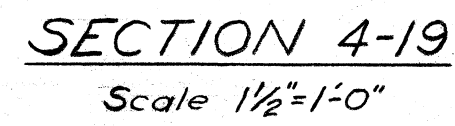
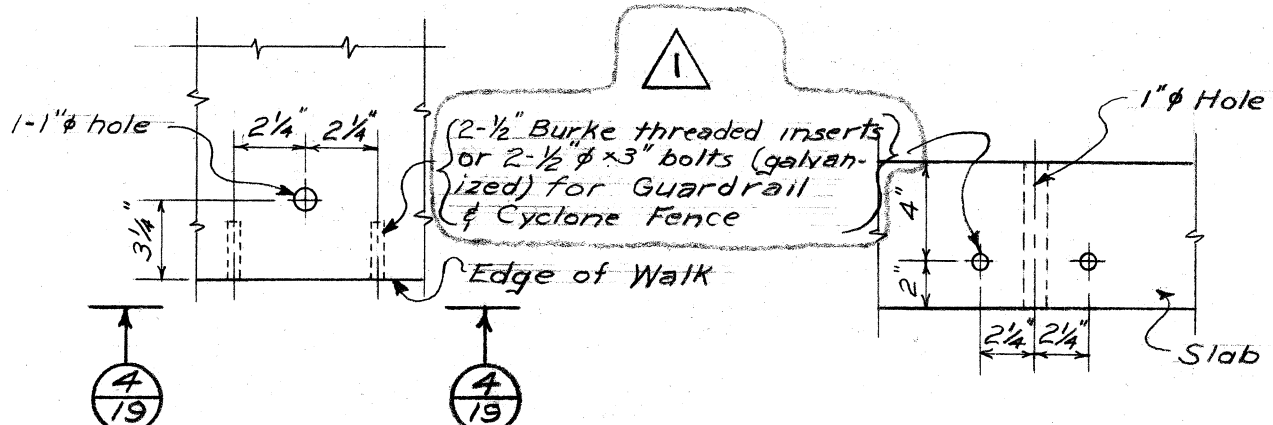
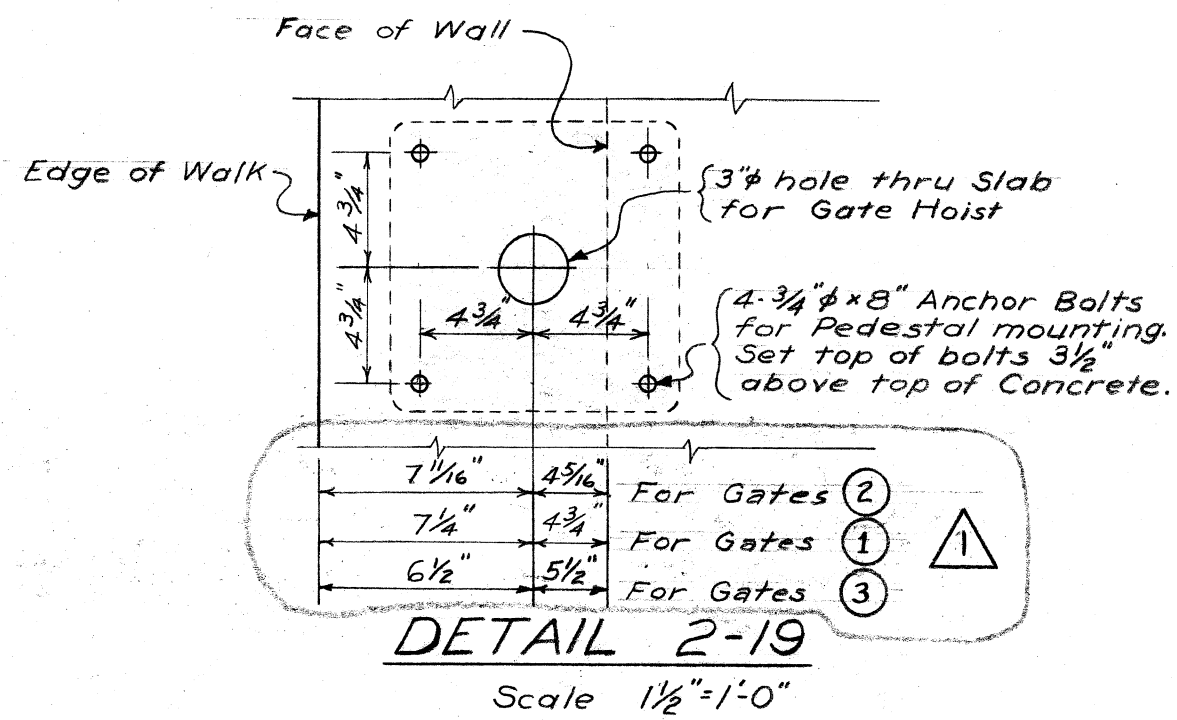
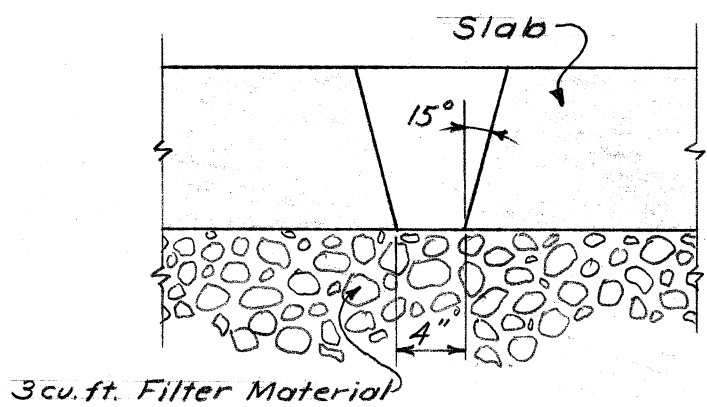
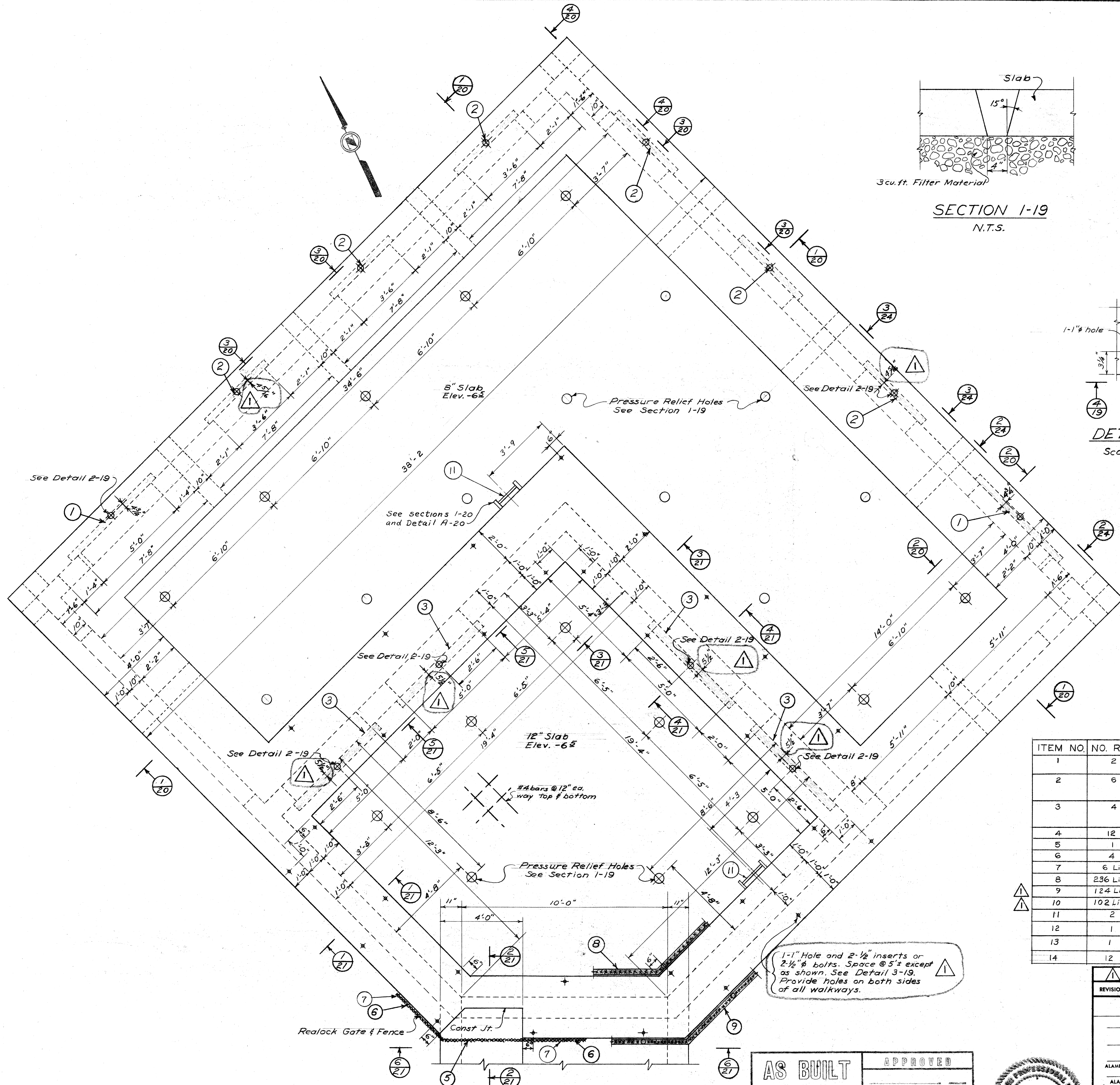
Appendix A Bayview Weir Record Drawing

Appendix B Standard Provisions

Appendix C Service Provider Agreement Standard Form

Appendix A

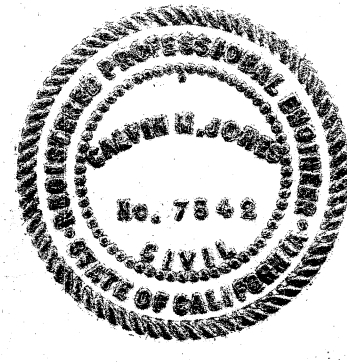
Bayview Weir Record Drawing



BILL OF MATERIALS				ITEM NUMBER
ITEM NO.	NO. REQD	DESCRIPTION	FURNISHED BY	
1	2	ARMCO GATE MODEL #173 5'x3'. Alter gate seat per Section 2-24	Contractor	
2	6	ARMCO GATE MODEL #1001 42\"	Contractor	
3	4	ARMCO GATE MODEL #1001 60\"	Contractor	
4	12	ARMCO GATE HOIST MODEL CP 2	Contractor	
5	1	REALOCK # 420 GATE. 8'-0\"	Contractor	
6	4	REALOCK # 420 EXTENSION ARMS, 3'-0\"	Contractor	
7	6 Lin. Ft.	REALOCK # 420 FENCE 8'-0\"	Contractor	
8	236 Lin. Ft.	Pipe Guardrail	Contractor	
9	124 Lin. Ft.	REALOCK # 423 FENCE 5'-0\"	Contractor	
10	102 Lin. Ft.	2\" Mesh # 9 Gauge fencing (5'-9\"	Contractor	
11	2	Galvanized steel ladder	Contractor	
12	1	Armco Portable Power lift	Contractor	
13	1	Hand Truck See Dwg. No. 1169-1-32	Contractor	
14	12	Gate Hoist Bracket Mount. See Dwg. No. 1169-1-32	Contractor	

AS BUILT
THIS IS TO CERTIFY THAT THIS DRAWING SHOWS THE STRUCTURES AND IMPROVEMENTS "AS BUILT" AND INCLUDES ALL CHANGES FROM THE ORIGINAL DESIGN.

APPROVED
FOR THE CITY ENGINEER DATE
SUBMITTED
FOR THE CITY ENGINEER DATE
FOR JONES, THERN & ASSOCIATES DATE



REVISION	DATE	DESCRIPTION	BY
1	18 APR 58	AS BUILT CHANGES	
APPROVALS			
E. B. M. U. D.			
P. G. & E.			
ALAMEDA BUREAU OF ELECTRICITY			
ALAMEDA FIRE DEPARTMENT			
CITY ENGINEER 8/12/57			
DRAWN: M. J. Jones			
CHECKED: GRT			
APPROVED: [Signature]			
SCALE: AS SHOWN			
DATE: JULY 1, 1957			
OUTFALL WEIR PLAN & DETAILS			
OUTFALL WEIR AND CULVERT			
MAJOR DRAINAGE SYSTEM			
SOUTH SHORE DEVELOPMENT			
ALAMEDA, CALIFORNIA			
RECLAMATION DISTRICT NO. 2087			
CALVIN M. JONES - CIVIL ENGINEER			
CHANNING W. CATHCART - PARTNER, E.I.T.C.E.			
1361 PARK STREET, ALAMEDA, CALIFORNIA			
SHEET 4 OF 10			
1169-1-19			

Appendix B

Standard Provisions

1 CONTROL OF MATERIALS

1-1 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 their 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.

If the Contractor fails to comply promptly, the City has the authority to cause the defective Work to be remedied, or removed and replaced, and unauthorized Work to be removed, and to deduct (back charge) the costs from any moneys due or to become due the Contractor.

1-2 STORAGE OF MATERIALS

Materials shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work. When considered necessary by the City, materials shall be placed on platforms or other hard, clean surfaces and covered when directed. Materials shall be stored so as to facilitate inspection.

The Contractor shall promptly inspect all material as delivered and return defective materials without waiting for rejection by the Engineer.

The Contractor, at their expense, shall select and maintain locations and arrangements for storage sites for materials and equipment outside the right of way or limits of Work, unless otherwise designated in the Contract Documents. Full compensation for furnishing such storage sites is considered as included in the unit price bid for various items of Work and no additional compensation will be allowed.

1-3 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.

Contractor guarantees that all Work shall be free from defects of materials or work quality and shall perform satisfactorily for a period of at least one (1) year from and after City acceptance of such Work, and Contractor shall repair any defects in any such improvements and replace any defective improvements which cannot be repaired to the satisfaction of the City and which occur or arise within the one (1) year period at Contractor's own expense. Should Contractor fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Contractor can be notified, City may, at its option, make

the necessary repairs or replacements or contract for the necessary work and Contractor shall pay to City the actual cost of such repairs as well as all administrative expenses incurred by City.

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).

2 PROGRESS OF WORK

2-1 PROGRESS SCHEDULE

2-1.1 Requirements

Within ten days after the Notice of Award, or on returning the signed contract, whichever is sooner, the Contractor shall submit to the City a detailed Construction Schedule.

The Construction Schedule shall show: the order in which the Contractor proposes to carry out the Work; the dates on which they will start the several salient features of the Work (including procurement of material); the contemplated dates for completing each feature; and the critical path items. The activity listing shall show the following information for each activity on the network diagram:

- Identification by description
- Duration
- Start and finish dates
- Critical Path
- Total float time

The Construction Schedule shall be complete in all respects, covering in addition to activities at the site of Work, off site activities such as design, fabrication, procurement and delivery supported by schedules from subcontractors and sub-suppliers, and the scheduled job site delivery dates of equipment to be furnished by the City, if any.

3 LEGAL RELATIONS AND RESPONSIBILITY

3-1 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.

3-2 LABOR

3-2.1 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.

3-2.2 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.

3-2.3 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."

3-3 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.

3-4 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.

3-5 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.

3-6 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).)

3-7 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.

3-8 WEIGHT LIMITATIONS

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 Engineer in writing. The Contractor shall repair the facilities damaged by overloaded equipment or vehicles.

3-9 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.

3-10 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

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applicable parts of the National Fire Prevention Standards for “Safeguarding Construction, Alteration and Demolition Operations,” (NFPA No. 241).

3-11 PUBLIC CONVENIENCE AND SAFETY**3-11.1 General**

The Contractor shall so conduct 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.

3-11.2 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. While subgrade and paving operations are underway, public traffic shall be permitted to use the shoulders and, if half-width paving methods are used, shall also be permitted to use the side of the roadbed opposite the one under construction. See **Attachment F** for Pedestrian and Traffic Control plan requirements.

3-11.2A 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 Engineer 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 Engineer, 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 Engineer, 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 Engineer 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 Engineer points out the inadequacy of warning and protective measures, that action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

3-11.2B Removing spillage

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

3-11.3 Adjacent Property

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting 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.

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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 Engineer.

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.

3-11.4 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.

3-12 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor is responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to that property.

The Contractor shall repair or replace all existing improvements within the right of way which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his operations. When a portion of a sprinkler system within the right-of-way must be removed, the Contractor shall cap the remaining lines. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be re-seeded and covered with suitable mulch.

3-13 PAYMENT OF TAXES

The contract prices paid for the Work includes full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. The City will not furnish any tax exemption certificate or any document designed to exempt the Contractor from payment of any tax (on labor, services, materials, transportation, or any other items).

4 CONTRACT TIME AND PERMITTED WORKING HOURS

No Work is allowed on the following holidays.

4-1.1 Holidays

New Year's Day	January 1st
Martin Luther King, Jr.	First Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Last Thursday in November
Day After Thanksgiving Day	Day after the last Thursday in November
Christmas Day	December 25

4-2 HOURS

Working hours and days shall be as follows: 7:00 A.M. to 6:00 P.M. Monday through Friday.

4-3 SOUND CONTROL REQUIREMENTS

Sound control shall conform to Section 4-10 of the Alameda Municipal Code, which prohibits weekday construction activities between 7:00 pm and 7:00 am.

5 CONSTRUCTION WASTE MANAGEMENT

5-1 SUMMARY

Section specifies diversion of construction debris from landfill.

5-2 SYSTEM DESCRIPTION

Performance Requirements: Divert a minimum of 65% of construction and demolition waste from landfill.

5-3 QUALITY ASSURANCE

The Contractor shall comply with City's Municipal Code Section 13-10: Alameda Green Building Standards and following.

The Contractor shall obtain approval of the Waste Management Plan from the City Environmental Services Division before beginning on-site mobilization.

A list of Processors by Material is included as **Attachment D**.

5-4 WASTE MANAGEMENT PLAN (WMP)

The Contractor shall develop a plan for diverting the specified amount of construction debris from landfill. The plan shall be either or both written and graphic information to indicate how waste will be diverted from landfills.

The plan shall include on-site recycling of construction debris and also off-site diversion from landfill.

The plan shall provide the following:

1. Propose means and methods for collecting and separating each type of debris deemed recyclable.
2. Identify the hauler or haulers of each particular debris item, who have agreed to accept and divert a designated item from landfill, in the proposed quantities anticipated. Schedule each item and list hauler company name, telephone number, address, and person contacted.
3. Complete the Waste Assessment form as part of the WMP. The following items are subject to the "good faith" estimate and diversion requirement contained in the Waste Assessment form:
4. Asphalt & Portland cement concrete
5. Dirt/clean fill
6. Yard trimmings-brush, trees, stumps, etc.
7. Garbage/solid waste
8. Identify any other materials not listed above

The Contractor shall calculate quantities in accordance with the defined Conversion Rate.

Submit following the Waste Management Plan as part of the Initial Project Submittal, as required in Section 18 and prior to any waste removal, whichever occurs sooner.

6 LICENSE, FEES, AND PERMITS

6-1 CITY PLAN CHECK AND BUILDING PERMIT FEES

No city permit required.

6-2 CITY BUSINESS LICENSE

Contractor must obtain and pay for a City of Alameda business license. A copy of the business license shall be submitted to Engineer for verification.

6-3 INSPECTIONS

Contractor shall arrange for and be present at all inspections.

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 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule [as set forth in 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 Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

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

NAME
TITLE

RECOMMENDED FOR APPROVAL

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:
Named Insured:	(Authorized Representative)

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.

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