

REQUEST FOR PROPOSALS

The Public Works Department is seeking proposals for the
Doolittle Landfill Flare System Upgrades and Replacements

CITY OF ALAMEDA, CALIFORNIA



Issued: October 19, 2023

Mandatory On-Site Prebid: 10:00 AM on October 30, 2023

Submittal Deadline: 2:00 PM on November 9, 2023

To:

CITY OF ALAMEDA

Public Works Department

950 West Mall Square, Room 179, Alameda, CA 94501

Attn: Ricardo De La Torre, Project Manager

rdelatorre@alamedaca.gov

**CITY OF ALAMEDA
REQUEST FOR PROPOSALS**

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REQUEST FOR PROPOSALS
Doolittle Landfill Flare System Upgrades and Replacements

I. INTRODUCTION AND BACKGROUND

The City of Alameda (Owner) invites proposals for the Doolittle Landfill Flare System Upgrades and Replacements 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.

SITE DESCRIPTION

The Landfill is an inactive, closed, and permitted Class III solid waste disposal site located in the City of Alameda at the northeastern extent of Bay Farm Island adjacent to San Leandro Bay. The landfill is approximately 40 acres and is bounded on the north by San Leandro Bay, on the South and West by Doolittle drive, and on the east by Doolittle pond.

A landfill gas recovery and flaring system is in place at the facility. The system is permitted, fully operational and receives strict regulatory oversight by various Authorities Having Jurisdiction.

SITE HISTORY

The Alameda City Doolittle landfill began operation in 1953 and was closed in 1985. The landfill accepted mainly household waste, grass cuttings, tree trimmings, demolition wastes and solid industrial debris. The landfill stopped receiving waste in 1981 and was closed pursuant to an approved closure plan in 1987.

CURRENT OPERATION & MAINTENANCE

The Alameda City Doolittle landfill is currently operated and maintained by contractor: Blue Flame Crew West, LLC.

The contract term is:

5 Years, FY23/FY28

CURRENT LANDFILL GAS COLLECTION AND CONTROL SYSTEM (GCCS)

LFG vertical extraction wells:	19 Total (6 Single Casing, 13 Dual-Casing)
Header Piping:	Approximately 5,000' of 10", 8", 6" and 4", PVC SCH40
Condensate J-traps:	12 Total
Flare:	Zink 450 SCFM (1993)
Blowers:	2 Total Hauck blowers, Rated 900 SCFM each

CURRENT REGULATORY STATUS

Cal-Recycle Solid Waste Information System (SWIS) #:	01-AA-0012
Site Operational Status:	Closed
Regulatory Status:	Permitted
Waterboard Region:	San Francisco Bay (Region 2)
Regional Water Quality Control Board Case #:	2 019122001
Bay Area Air Quality Management District Plant #:	3194
Regulatory Status:	Permitted

II. SCOPE OF SERVICES

The purpose of this contract is to provide all labor and material necessary to repair and replace infrastructure for the collection and destruction of methane gas from the closed Doolittle Landfill site. The Contractor shall be responsible for administering, coordinating, satisfying, and completing all permit requirements as part of the scope of service.

The Contractor is required to examine carefully the site and the proposal, specifications and contract forms for the work contemplated, and it will be assumed that the proposer has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the contract.

The scope of services contained in **Appendix A** will be referenced and incorporated to the awarded contract for services. The term of the contract will be 1 year. The duration of work

shall be completed within the contract term. The project is subject to prevailing wage requirements pursuant to State law.

III. 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 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 list of the Proposer's principals, employees, agents, and sub-service providers which the Proposer intends to assign to this project. This list shall include a summary of the qualifications (including education, training, certifications licenses, and experience) of each individual; the approximate number of hours each will devote to the contract; and the type of work to be performed by each individual.
- 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 B**. 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 Appendix 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**

Appendix C of this RFP contains a Project Pricing sheet. Please complete, sign and label the completed Project Pricing worksheet as Appendix C of the submitted proposal.

4. **Project Schedule**

Appendix D of this RFP contains a Project Schedule Sheet. Please complete, sign and label the completed Project Schedule worksheet as Appendix D of the submitted proposal.

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.

IV. PROPOSAL FORMAT AND DEADLINES

Proposers shall submit a Portable Document File (PDF) proposal **via email only** with the following in the subject line of that email:

“City of Alameda - Doolittle Landfill Flare System Upgrades and Replacements”.

Proposals shall be submitted to:
Ricardo De La Torre, Project Manager
rdelatorre@alamedaca.gov

Proposals must be received by 2:00 PM on November 9, 2023. Electronic proposals submitted past this deadline will not be considered. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

Any Proposal received prior to 2:00 PM November 9, 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.

Deadline to submit questions via email is Wednesday November 1, 2023 at 5:00 PM.

V. 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 Selection timeline in Section VI. 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 (35%)

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.

VI. 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 Selection Timeline	
Issuance of Request for Proposals:	Thursday, October 19, 2023
Mandatory On-Site Prebid:	Monday, October 30, 2023 at 10:00 AM
Deadline to Submit Questions:	Wednesday, November 1, 2023 at 5:00 PM
Deadline to Submit Electronic Proposals:	Thursday, November 9, 2023 at 2:00 PM
Interviews (if deemed required):	November - December, 2023
Contract Award:	January 2024

VII. 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.

VIII. 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 Ricardo De La Torre, rdelatorre@alamedaca.gov.

Deadline to submit questions via email is Wednesday November 1, 2023 at 5:00 PM.

APPENDIX A
Scope of Services

Doolittle Landfill Flare System Upgrades and Replacements

I. GENERAL SCOPE OF SERVICES

Contractor shall provide all work and materials as described in this Scope of Services, which shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials required under the Agreement. All work shall be done in a first class, complete and clean workmanlike manner, conforming to best industry practices, and in conformance with all applicable original manufacturer's specifications.

All associated equipment shall meet the operating and permit requirements in accordance with authorities having jurisdiction, and manufacturer's specifications, in a fashion that maximizes performance, safety, and life span. Contractor shall facilitate work in order to maximize equipment life and maximize beneficial usage of all equipment covered under the Agreement.

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with services and shall comply with all applicable safety laws, good industry standards, take all reasonable precautions for safety of the public, property tenants, and employees, City employees, and other persons on or about the property site.

Items in this Scope of Services include but are not limited to:

- Develop, design and submit plans for review and approval by City Building Department as required for permits.
- Develop, design and submit plans for review and approval by Authorities Having Jurisdiction as required for permits.
- Create Submittals for review and approval by City and Authorities Having Jurisdiction.
- Coordinate and cooperate with regulating agencies during inspections and audits related to the project.
- Provide expert consulting services during construction, inspections and audits related to the project.
- Prepare and submit compliance reports during; construction, inspections and audits related to the project.

- Prepare and submit written reports in response to any notice from Authorities Having Jurisdiction related to the project.
- Prepare and submit written mitigation plans in response to any notice from Authorities Having Jurisdiction related to the project.
- Take corrective action in response to any notice from Authorities Having Jurisdiction related to the project.
- Complete all permitting requirements, including but not limited to Authority to Construct are completed with any Authority Having Jurisdiction.
- Perform all survey work related to the project.
- Perform all construction activity and field work related to the project.
- Perform call outs as necessary related to the project to avoid a violation of any permitting requirement.

II. SCOPE DETAILS

As part of the Doolittle Landfill Flare System Upgrades and Replacements project, items included in this Scope of Services shall include, but are not limited to:

1. **Replace All Existing Wellheads with QED Precision Accu-Flo Wellhead:**
 - Qty. 32 Units
2. **Replace All Existing flex hose with QED Solar Guard Flex Hose for Wellhead:**
 - Qty. 32 Units
3. **Replace All Damaged Header Sections 8" and 10":**
 - Qty. 1,000 feet
4. **Repair Damaged J-traps:**
 - Qty. 2
5. **Replace Existing Flare Shell with New Flare Shell**
 - Qty. 1
6. **Replace Existing Main Power Enclosure (System) with New Main Power Enclosure**
 - Qty. 1 Which shall include the following major components:
 - New Ethernet capable VFD control enclosure.
 - New electrical distribution panel.
 - New electrical conduit and wiring for skid components.
 - New main electrical disconnect.

7. Replace Existing Flare Control Panel (System) with New NEMA 4 Control Panel Rack

- Qty 1 Which shall include the following major components:
 - Allen Bradley PLC Controller and Analog Cards.
 - HMI Touch Screen Interface Panel.
 - Honeywell Vacuum / Flow Controller.
 - Yokogawa Recorder.
 - Interposing relays and components.
 - Remo-SCADA System.
 - Remo-Zoom remote monitoring system which shall monitoring the following information:
 - System Temperature, System Flow, System Pressure, High and Low Temperature Alarm, Overall System Alarm, and High and Low System Flow Alarm.
 - The monitoring system shall provide tracking of the above listed points and record these points as well as alarm via email or SMS text for conditions outside the normal operating range and shutdown conditions. The recordings shall be visible via the internet in graphical and numerical form. A downloadable (Xcel spreadsheet) and viewable file in numerical format shall also be available.
 - The unit shall be password protected and configurable from the web.
 - Contractor shall include in the cost estimate online monitoring for a period of one (1) year after which time the current landfill operator shall take over monitoring.
The Remo-Zoom unit shall have onboard expansion capabilities to monitor an additional 10 discrete input, 2 discrete outputs, and 7 analog points if so desired.

8. Furnish and Install New Flow Meter

- Qty. 1

9. Furnish and Install (2) New Automated Louver Motor Controls

- Qty. 2

10. Furnish and Install (2) New Flare Multistage Blower units, <500SCFM

- Qty. 2

III. REGULATORY COMPLIANCE

The closed Doolittle Landfill site is governed by various Federal, State and Local Authorities Having Jurisdiction, hence periodic and unannounced inspections occur frequently. Contractor shall be responsible for maintaining regulatory compliance with all Authorities Having Jurisdiction at all times for the duration of the Agreement. Compliance includes but is not limited to: all existing permit conditions, applying for new permits, applying for Modification of an existing, applying for an Authority to Construct, correcting any deficiencies and correcting any notice of violation.

All non-compliance fee's assessed to the City will be the responsibility of the Contractor.

IV. PROJECT PRICING

Appendix C is based on a unique pricing structure (cost is inclusive of labor and materials)

V. WORKING HOURS

Contractor shall perform work during normal business days and hours, which are defined as Monday through Friday, 7:00 a.m. to 6:00 p.m. (except scheduled holidays). All work performed before or after normal business work days and hours shall be considered "after hours." 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 Contractor shall seek approval from City Project Manager, Ricardo De La Torre to perform such work.

VI. EMERGENCY CALL OUTS

The Contractor shall maintain a local telephone number where contact can be made twenty-four (24) hours per day. Response time is 2-hour maximum. Emergency Call Outs related to the project shall be included as part of the contract.

VII. CITY HOLIDAYS

1. New Year's Day
2. Dr. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day

6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Christmas Day

If a scheduled holiday falls on a Saturday, the previous Friday should be a scheduled service day and if holiday falls on a Sunday, the following Monday should be a scheduled service day.

VIII. PERSONNEL

Contractor shall provide competent, licensed and qualified service people on site, in a timely manner, fully equipped with all tools and parts necessary to maintain and repair the specified unit(s). All work shall be performed by skilled personnel, mechanics and apprentices/helpers directly employed and supervised by the Contractor. Only qualified journeymen, shall be allowed to perform work.

In the event that the City becomes dissatisfied with the performance of any person assigned to perform services under this agreement, Contractor agrees upon request from the City's representative to promptly assign other qualified personnel to perform these services. Contractor's personnel shall have available, photo identification that confirms their current employment with the contractor.

IX. GENERAL REQUIREMENTS

1. Site Conditions

It is the Contractor's responsibility to ascertain the existence of any conditions affecting the cost of the Work that would have been disclosed by reasonable examination of the site.

2. Site Access

The City will provide rights of way or easements for Work to be constructed. The Contractor shall make his 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. Contractor shall locate and use an appropriate area for storage of equipment and materials at his cost.

3. Labor Relations

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. As required by Labor Code sections 1770 and following, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing rates are on file at the City offices, and will be made available to any interested party on request. The Contractor shall post a copy of the prevailing rates at each job site.

As required by Labor Code section 1725.5, the Contractor and subcontractors shall be registered with the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner per Labor Code section 1771.4. The Department of Industrial Relations will monitor and enforce compliance with prevailing wage requirements.

4. Authority of City

The City designated Project Manager shall decide all questions which may arise as to: the quality or acceptability of materials submitted for approval, furnished and Work performed; the manner of performance and rate of progress of the Work; the interpretation of the Contract Documents; the Contractor's acceptable fulfillment of the contract; and compensation. Their decision shall be final, and he has the authority to enforce and make effective the decisions and orders which the Contractor fails to promptly carry out.

5. 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 including Authorities Having Jurisdiction are expected to attend. Contractor shall coordinate Authorities presence.

A pre-construction meeting will be held prior to the commencement of work. At that time, representatives of the City, the Contractor and Authorities Having Jurisdiction shall be present.

During the course of work, the Contractor, City Engineer, Project manager, and representatives from the Authorities Having Jurisdiction shall meet to discuss the progress of the Work in general. At that time, any adjustment to the progress schedule will be transmitted to the City, together with an explanation of the time saved or lost.

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.

Meetings shall be scheduled between the hours of: Monday through Friday, 7:00am – 5:00pm

6. Material Submittals

The Contractor shall provide all material submittals to the Project Manager for review through the web-based project document platform. The Project Manager will review all materials submittals and either approves or returns for revisions within five (5) working days, unless he notifies the Contractor of concerns that require additional time to resolve. Contractor shall be responsible for routing submittals to any Authority Having Jurisdiction, as required.

7. Shop Drawings

When shop drawings or other drawings are necessary to adequately control the Work or are required by the Plans or Specifications or requested by the Project Manager, the Contractor shall prepare them in accordance with current modern engineering/architectural practice and at the Contractor's expense. The drawings shall show completely the work to be done, expanding on the Contract Plans for details not previously shown, field conditions and condition of the Work. Contractor shall be responsible for routing Shop Drawings to any Authority Having Jurisdiction, as required.

Materials shall not be furnished or fabricated, nor any work done for which drawings are required before review and acceptance of the drawings by City and or any Authority Having Jurisdiction.

The Contractor shall be responsible for the correctness of the drawings, for shop fits and field connections, and for the results obtained by use of such drawing. The Contractor shall check all dimensions at the job and shall be responsible for all discrepancies between the dimensions between the dimensions of the actual Work and those shown on the documents or shop drawings. The Contractor shall be solely responsible for all quantities of materials or equipment for to properly complete the Work.

8. Project Records Documents

The Project Records Documents are construction documents that have been modified to show the actual conditions of in-place construction installed by the Contractor as accurately as possible.

Contractor shall prepare record documents as the Work progresses. Do not conceal in place construction until field verifications are made for record purposes. Note field changes of dimension and detail, and changes made by Change Order. Sketch details not on the original Drawings.

For Specifications and Addenda, legibly mark each section to record the manufacturer, trade name, catalog number and supplier of each product and item of equipment installed. Note changes made by Change Order.

Submit an electronic copy and not less than two sets of project record documents, marked up plans and specifications to the City at the end of the Work, before final payment is made.

9. Progress Schedule

Within ten days of returning the signed contract, the Contractor shall submit a detailed Construction Schedule and Construction Logistics Plan.

The Construction Schedule shall show dates and order in which the Contractor proposes to carry out the Work, their descriptions and duration.

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. The Contractor is required to prepare and submit an electronic full size executed black line print of this schedule through the web-based project document platform to the Engineer for approval before the first application for payment.

10. Inspection

All Work and materials are subject to inspection and approval by any of the following: City Engineer, Project Manager, City Department or Authority Having Jurisdiction. Any work done without proper inspection is subject to rejection. 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.

11. 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 Project Manager or his designee will make the final inspection with reasonable promptness. Contractor shall be responsible for coordinating any final inspections with any Authority Having Jurisdiction, as required.

Should the Project Manager 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 Project Manager 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 engineer is required to make more than two inspections to determine if the Work is complete.

12. 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 Engineer, 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 Engineer, 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).

APPENDIX B
Standard Agreement and Insurance Requirements

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____ 2024 (“**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 for the Doolittle Flare System Upgrade and Replacement project. City staff issued an RFP on October 19, 2023 and after a submittal period of 20 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 January 2, 2024.
- E. The City and Provider desire to enter into an agreement for the Doolittle Landfill Flare System Upgrades and Replacements, 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 Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. Compensation for work done under this Agreement, shall not exceed _____

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
Public Works Department
950 West Mall Square, Room 179
Alameda, CA 94501
ATTENTION: Ricardo De La Torre, Project Manager
Ph: (510) 747-7923 / Email: rdelatorre@alamedca.gov

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] / Email:

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

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

18. SAFETY:

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

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

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

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

Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from

this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

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

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

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

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

27. REGISTRATION OF CONTRACTORS:

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

28. PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2027.:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

A. For the purposes of this section, the term “Claim”, “Contractor”, “mediation”, “Public Entity” “Public works project” and “Subcontractor” shall have the meaning provided for in PCC Section 9204.

B. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.

C. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

D. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).

E. If the City fails to timely respond to a Claim or if Contractor disputes the City’s response, Contractor may submit a written demand for an informal meet and confer conference with the City

to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

F. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

G. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

H. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.

This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2027.

29. 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.

30. 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.

31. 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.

32. 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.

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 C
Project Pricing

Project Pricing

Doolittle Landfill Flare System Upgrades and Replacements

The person signing this Project Pricing must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

Business Name _____

Business Address _____

City, State and Zip Code _____

Name of Person Signing on Behalf of Firm _____

Title of Person Signing on Behalf of Business: _____

Signature of Person on Behalf of Firm _____

Dated: _____

Phone _____

List any Sub-Service Providers to be used in the performance of this contract:

Name	Address	Work to be performed
_____	_____	_____
_____	_____	_____
_____	_____	_____

Item No.	Approximate Quantity	Written In Words	Total Price
1.	32	Replace All Existing Wellheads with QED Precision Accu-Flo Wellhead	\$
2.	32	Replace All Existing flex hose with QED Solar Guard Flex Hose for Wellhead	\$
3.	1000 Feet	Replace All Damaged Header Sections 8" and 10"	\$
4.	2	Repair Damaged J-traps	\$
5.	Lump Sum	Replace Existing Flare Shell with New Flare Shell	\$
6.	Lump Sum	Replace Existing Flare Control Panel with New NEMA 4 Control Panel Rack	\$
7.	Lump Sum	Replace Existing Flare Control Panel with New Flare Control Panel	\$
8.	1	Furnish and Install New Flow Meter	\$
9.	2	Furnish and Install New Automated Louver Control Motors	\$
10.	2	Furnish and Install New Multistage Blower units, <500SCFM	\$
TOTAL COST			\$ _____

APPENDIX D
Project Schedule

Project Schedule

Doolittle Landfill Flare System Upgrades and Replacements

The person signing this Project Schedule must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

Business Name _____

Business Address _____

City, State and Zip Code _____

Name of Person Signing on Behalf of Firm _____

Title of Person Signing on Behalf of Business: _____

Signature of Person on Behalf of Firm _____

Dated: _____

Phone _____

Assume a Notice to Proceed is given on January 1, 2024.

Provide a Project Schedule as an attachment to Appendix D, reflecting the required steps for this project. Provide timeline with proposed start/completion dates of the following project phases, including but not limited to:

Regulatory Administration

Design

Material Lead Time

Construction

Commissioning

Completion



BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PERMIT TO OPERATE

This document does not permit the holder to violate any BAAQMD regulation or any other law.

PERMIT EXPIRATION DATE

MAR 1, 2024

PLANT# 3194

City of Alameda, Maint Serv Center
1616 Fortmann Way
Alameda, CA 94501

Location: Doolittle Drive
Alameda, CA 94501

S#	DESCRIPTION	[Schedule]	PAID
1	CHEM> Landfill with gas collection system, Multi-material Landfill with Gas Collection System Abated by: A2 Flare Emissions at: P1 Stack	[K,1461 days]	12781
A2	Industrial Flare - Other (not refinery), Landfill Gas Flare	12149K BTU/hr max [exempt]	0

1 Permitted Source, 1 Exempt Source

*** See attached Permit Conditions ***

The operating parameters described above are based on information supplied by permit holder and may differ from the limits set forth in the attached conditions of the Permit to Operate. The limits of operation in the permit conditions are not to be exceeded. Exceeding these limits is considered a violation of District regulations subject to enforcement action.



BAY AREA AIR QUALITY MANAGEMENT DISTRICT

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MAR 1, 2024

PLANT# 3194

*** PERMIT CONDITIONS ***

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Source#	Subject to Condition Numbers
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1	1616
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The operating parameters described above are based on information supplied by permit holder and may differ from the limits set forth in the attached conditions of the Permit to Operate. The limits of operation in the permit conditions are not to be exceeded. Exceeding these limits is considered a violation of District regulations subject to enforcement action.



BAY AREA AIR QUALITY MANAGEMENT DISTRICT

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PLANT# 3194

*** PERMIT CONDITIONS ***

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COND# 1616 applies to S# 1

1. All landfill gas collected by the landfill gas collection system for the S-1 Closed Landfill shall be abated by the A-2 Landfill Gas Flare. Raw or untreated landfill gas shall not be vented to the atmosphere, except for unavoidable landfill gas emissions that occur during collection system installation, maintenance, or repair (which is performed in compliance with Regulation 8, Rule 34, Sections 113, 117, and/or, 118) and inadvertent component or surface leaks that do not exceed the limits specified in 8-34-301.2 or 8-34-303. (Basis: Regulation 8-34-301)

2. The landfill gas collection system shall be operated for a minimum of 5 hours per day for at least 45 days.
 - a. If the methane content in the collected landfill gas remains below 25% methane after this 45 day time period, the flare operating time may be reduced to a minimum operating time of 5 hours every other day.
 - b. Effective 90 days after initiating the minimum flare operating rate of 5 hours per day in Part 2a, the Permit Holder may adjust the landfill gas collection system operating time or daily gas collection rate if the methane concentration in the collected landfill gas is determined to be less than 25% methane. Either the gas collection rate or the flare operating time may be adjusted as necessary to achieve at least 25% methane in the collected landfill gas, provided that the flare operating time is at least 5 hours per week. Landfill gas wells or collectors shall not be disconnected or removed and isolation valves shall not be shut completely off, without prior written authorization from the District, unless the Permit Holder complies with all applicable provisions of Regulation 8, Rule 34, Sections 113, 117, or 118. (Basis: Regulations 8-34-301.1, 8-34-404; California MSW Methane Control Regulation, CCR Title 17, Section 95460ff)

3. On a weekly basis, the Permit Holder shall monitor



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*** PERMIT CONDITIONS ***

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and record the landfill gas flow to the flare and the methane concentration in the collected landfill during the period that the flare is operated. After 90 days of weekly testing, the Permit Holder may reduce monitoring and recording operations to a monthly basis. The Permit Holder shall also maintain all records required by Regulation 8, Rule 34. (Basis: Regulations 8-34-404 and 8-34-501.5)

- 4. Section 8-34-404 requires a Less than Continuous Petition be renewed every 3 years in order to maintain this exemption. This Less than Continuous Operation Petition shall be effective beginning December 16, 2014 and shall expire on December 16, 2017. (Basis: Regulation 8-34-404.5)
- 5. Landfill gas wells shall not be disconnected or removed and isolation valves shall not be completely closed for more than the time periods allowed by this part without prior written authorization from the District, unless the Permit Holder complies with all applicable provisions of Regulation 8, Rule 34 Sections 113, 117, or 118. (Basis: Regulations 8-34-301.1, 8-34-404)
- 6. The Permit Holder has been issued a Permit to Operate for the landfill gas collection system components listed below. Well and collector locations, depths, and lengths are as described in detail in Permit Applications #811 and #2665. The Permit Holder shall apply for and receive an Authority to Construct before modifying the landfill gas collection system described in this part. Increasing or decreasing the number of wells or collectors, changing the length of collectors, or significantly changing the locations of wells or collectors are all considered to be modifications that are subject to the Authority to Construct requirement. (Basis: Regulations 8-34-301.1, 8-34-303, and 8-34-304)

Type of Component	Number of Components
Vertical Wells	19

A temperature monitor equipped with a readout display and continuous chart recorder (recording thermocouple) shall be installed and maintained on the flare, during



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*** PERMIT CONDITIONS ***

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all hours of operation. One or more thermocouples shall be placed in the primary combustion zone of the flare and shall accurately indicate combustion temperature, during all hours of operation. Temperature charts shall be retained for at least five years and made available at all times for District inspection.

(Basis: Regulations 8-34-301.3, 8-34-507, 8-34-501.3 and 8-34-501.12)

- 7. While the flare is operating, the combustion temperature of the flare shall be maintained at a minimum of 1400 degrees F. These operating conditions are subject to adjustment if source test data demonstrates significant NOx, CO or NMHC, reduction at a different temperature. (Basis: Regulation 8-34-501.3)
- 8. A District-approved flow meter shall be installed and maintained to measure gas flow at the inlet to the flare. (Basis: Regulation 8-34-501.5)
- 9. The date and duration of the landfill gas flare system operating times shall be recorded on a daily basis. (Basis: Regulation 8-34-501.4)
- 10. Wellhead pressures shall be measured and recorded monthly while the landfill gas flare collection system is operating. (Basis: Regulation 8-34-505.1)
- 11. The flare shall be equipped with both local and remote alarm systems. (Basis: Regulation 8-34-301)

~~~~~ END OF CONDITIONS ~~~~~

| S#          | Source Description                  | Annual Average lbs/day |      |      |     |      |
|-------------|-------------------------------------|------------------------|------|------|-----|------|
|             |                                     | PART                   | ORG  | NOx  | SO2 | CO   |
| 1           | Landfill with Gas Collection System | -                      | 18.1 | .02  | -   | -    |
| A2          | Landfill Gas Flare                  | .2                     | .2   | 2.38 | -   | 12.5 |
| T O T A L S |                                     | .2                     | 18.3 | 2.41 |     | 12.5 |

\*\* PLANT TOTALS FOR EACH EMITTED TOXIC POLLUTANT \*\*

| Pollutant Name            | Emissions lbs/day |
|---------------------------|-------------------|
| Benzene                   | .05               |
| Ethylene dichloride       | .01               |
| Hexane                    | .19               |
| Methyl ethyl ketone (MEK) | .17               |
| Perchloroethylene         | .21               |
| Toluene                   | 1.22              |
| Trichloroethylene         | .12               |
| Xylene                    | .43               |
| Ethylbenzene              | .16               |
| Methylene chloride        | .41               |
| Ethyl chloride            | .03               |
| Vinyl chloride            | .16               |
| 1,1,1-Trichloroethane     | .02               |
| Hydrogen Sulfide (H2S)    | .40               |