

**REQUEST FOR PROPOSAL  
FOR THE PREPARATION OF ENGINEERING DOCUMENTS  
FOR THE UPGRADE OF THE  
CITY OF ALAMEDA SEWER PUMP STATIONS, GROUP 5  
No. P.W. 12-19-61**

**CITY OF ALAMEDA  
PUBLIC WORKS DEPARTMENT**

**March 5, 2020**

**Important Dates:**

**Proposal Due Date: March 26, 2020**

**Notification of Short List Status and Request for Interviews: April 7, 2020**

**Selection Interviews: April 16, 2020**

**Award of Agreement: May 5, 2020**

**Projected Agreement Start Date: May 12, 2020**

**Contact:**

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APPENDIX A: City's Standard Consultant Agreement

EXHIBITS: PDF format downloadable from the City's website.

- Exhibit A: **Alameda Sanitary Sewer Pump Station Assessment Report**, dated June 2, 2010 prepared by Schaaf & Wheeler Consulting Civil Engineers.
- Exhibit B: PDF files of the Original Sewer Pump Station As-Built Plans.
- Exhibit C: PDF files of the Competed Safety and Reliability Improvements
- Exhibit D: BFI Sewer Pump Station As-Built Plans.

- Exhibit E: Site Survey.
- Exhibit F: City of Alameda Sanitary Sewer System Hydraulic Model Analysis Final Report, Dated May 2010 prepared by RMC Water and Environment.
- Exhibit G: Eighth and Portola Pump Station Relocation.

## I. INTRODUCTION

The City of Alameda Public Works Department is seeking the services of qualified consultants to design and prepare complete construction documents for the upgrade of **five (5)** sanitary sewer pump stations based on the recommendations of the City's Consultant, Schaaf & Wheeler Consulting Civil Engineers' reports – "Alameda Sanitary Sewer Pump Station Assessment Report" dated June 2010, the original Sewer Pump Station As-Built Plans and the Hydraulic Analysis Report, dated May 2010. (See Exhibits A, B & F). Construction support for the construction phase of this project will also be required.

The pump stations included in this RFP are listed as follows: (8) Dublin, (17) Willow, (25) Eighth/Portola, (26) Eighth/Taylor and (27) Tideway. A PDF copy of a preliminary site survey for each location is attached as Exhibit E.

### A. Background:

As part of the City of Alameda's ongoing effort to upgrade the condition and reliability of our sewer facilities, the City seeks to perform significant upgrades to specified sanitary sewer pump stations.

The City of Alameda collection system includes approximately 3,700 acres of land and is comprised of residential, industrial, and commercial neighborhoods. The collection system includes approximately 136 miles of public main. The Alameda wastewater collection system includes 34 pumping stations, excluding the pump stations at the former navy base. The City of Alameda lies within the East Bay Municipal Utility District's (EBMUD) jurisdiction and wastewater generated and collected within the City is conveyed via EBMUD's wastewater collection system to their treatment facility in Oakland.

### B. Purpose of Request:

The City desires to obtain the services of a qualified consultant to provide complete construction documents and construction support for the significant upgrade of specified sanitary sewer pump stations. This request for proposal for professional services includes at a minimum, the preparation of engineering plans, specifications, detailed estimate(s), and some project management in the form of submittal review, preconstruction & construction site inspections, and other construction support.

## II. SCOPE OF SERVICES

For this RFP, the scope of work includes, but is not limited to, the following:

1. Review the assessment documents written by the City's consultant, Schaaf & Wheeler. Review of the City's original sanitary sewer pump station as-builts. (See Exhibits A & B).

2. Perform the necessary number of site visits to reconfirm the findings in the assessment documents, as needed. If the site visit(s) yields additional work that is required or recommended in order to bring the pump station facility into compliance and/or improve the operation and maintenance of the facility, then the Consultant shall recommend such work to the City for consideration to be added to the final scope of work.
3. Identify, design and prepare plans and specifications to correct code and safety violations that would be required or recommended as part of any upgrades to be done. The existing sanitary sewer pump stations, related structures, control panels, electrical panels, and other equipment shall all be considered in this design assessment. Be advised that a first phase of reliability and safety improvements has been completed for three (3) of the five (5) stations listed above. The three (3) stations are (8) Dublin, (25) Eighth/Portola and (27) Tideway. The as-built plans are included as Exhibit C. Although the scopes of work varied at each location, the improvements included replacing the existing pumps, pipes, valves, electrical panels, electrical circuits; and installing new permanent backup generators (with ATS) and SCADA modifications.
4. Determine any modifications or improvements needed to existing equipment and facilities to safely and effectively accommodate the full operation of new upgrades. These modifications may not have been identified in a prior assessment and therefore may not currently be identified in the Attachments.
5. Coordinate with the City's Maintenance Department to ensure the equipment to be selected is consistent with standardized equipment already installed in other sanitary sewer pump stations to the maximum extent practicable.
6. Prepare detailed construction estimate(s) and schedule(s).
7. Submit and manage all tasks associated with the application and acquisition of any permits required by other regulatory agencies having jurisdictional authority within the City of Alameda for the improvement of the pump station facilities identified in this RFP.
8. Provide technical assistance by responding to questions raised during the City Plan Review process to ensure permit approval and issuance for construction.
9. Provide construction management services in the form of submittal review, response to requests for information (RFIs), construction site inspection during critical elements of construction, and other construction support, as necessary to provide quality assurance and to ensure project completeness.
10. Prepare engineering plans and specifications for the specified sanitary sewer pump stations (**refer to item 17**). Submit 60%, 90%, 100% & Bid Set Engineering plans to the City Department of Public Works (DPW) and Maintenance Service Center (MSC) for review and comment. Final Bid Set construction documents must be signed by the

Consultant's representative, who shall be a registered professional engineer certified in the state of California. Final construction documents must also be reviewed and signed by the City of Alameda City Engineer and Maintenance Superintendent.

11. Minor changes in scope may occur at the sole discretion of the Engineer such as an increase of a pump station's capacity to account for future development or a reduction in scope due to budget restrictions. The consultant's proposal shall allow for contingencies for such changes.
12. Evaluate existing force mains currently serving these pump stations for improved operational efficiency and improved reliability. This may include complete replacement, realignment and/or adding a high water relief line.
13. Evaluate the possibility of eliminating the Willow Street pump station by installing a new gravity sewer main along Willow Street, from Willow Street Pump Station extending north to the new Willow Whitehall pump station. If Willow Pump Station cannot be eliminated then the station will remain in its current location and shall be improved to a newly upgraded submersible station.
14. Evaluate the possibility of relocating Eighth and Portola Pump Station from upper Washington Park to lower Washington Park. See Exhibit G showing the proposed location, relative to its current location. The new station would be a submersible station and components of the existing station would be abandoned. Consideration should be made for utilizing the existing dry and/or wet wells as an overflow detention facility.
15. Evaluate the possibility of relocating the wet well at Eighth and Taylor from the sidewalk into the parking lane. If the wet well cannot be constructed in the parking lane then the existing station will be upgraded to a new submersible station with the wet well remaining in its current location.
16. Dublin Station shall be evaluated primarily for improved access for maintenance staff. Currently, the station's wet well is setback from the roadway. The site should be evaluated for the installation of a new driveway. The pump station is located within an improved landscape area and attention should be given to ensure that the new access improvements blend in with the surrounding area to the maximum extent practicable.
17. TECHNICAL SCOPE OF WORK FOR THIS PROPOSAL SHALL BE AS FOLLOWS: The sanitary sewer pump station upgrades shall include the following items:
  - a. Upgrades listed as "Priority #1, #2 & #3" outlined in the, "Alameda Sanitary Sewer Pump Station Assessment Report", prepared by Schaaf & Wheeler Consulting Civil Engineers, (See Attachment A, page 12, Table 3 'Immediate

Improvement Cost Estimate'.) for the following sanitary sewer pump stations only: (17) Willow and (26) Eighth/Taylor (i.e. 2 pump stations). (8) Dublin, (25) Eighth/Portola and (27) Tideway pump stations have already been remodeled to include the "Priority #1, #2 & #3" upgrades.

- b. All pump stations included in the RFP shall be redesigned to include the "50 Year Rehabilitation" upgrades as described under Appendix H, as included in the "Alameda Sanitary Sewer Pump Station Assessment Report, see Exhibit A.
- c. In addition to the proposed scope of work above, the Consultant shall design upgrades to include all improvements required to the pump station in order to support the increase in pumping capacity, which includes but is not limited to electrical upgrades, emergency backup generator upgrades and other necessary upgrades.
- d. The consultant shall convert two (2) stations from a wet-well/dry-well station to a wet-well submersible station by altering the wet-well structurally to increase its capacity and include channel(s) in the wet-well to allow for self-cleaning. Jet grouting may be necessary due to soil conditions/high ground water. Conversion strategies are found in the Schaaf and Wheeler report attached, in Appendix E- "Drywell Pump Station Conversion", as included in the "Alameda Sanitary Sewer Pump Station Assessment Report, see Exhibit A
- e. The station shall be a self -cleaning station with an additional pump to allow for a self-cleaning cycle. The term "self-cleaning" refers to maintenance staff having the ability to completely pump down and drain the wet well without having to break apart clusters of accumulated grease. This is due in large part, to the interior of the wet well being coated and not having sharp angled corners where grease can collect and build-up within the wet well.
- f. The City requests that the Consultant review a previously built project called "BFI Sewer pump station" as the features of this station would be similar in nature such as above grade piping and below grade flow meter; above ground pump termination box; a new emergency generator; SCADA; fencing; lighting; manhole replacement; wet-well concrete coating and access improvements among additional improvements. A copy of the improvement plans are attached as Exhibit D.
- g. An Asbestos/Lead Investigation may be required for some of the stations.
- h. Additional permanent sewer easements may be needed to install the new equipment as there are many existing utilities and/or conflicts near the station. New easements shall be needed at Eighth and Portola and Dublin Pump Stations. New easements are not required at Eighth and Taylor, Willow or Tideway Pump Stations. The consultant shall provide proposed limits of the easements, plat and

legal description of the easements, and general coordination and figure preparation during the easement procurement process.

- i. Upsize a stations force main to reduce velocities to between 2ft/s and 6ft/s if needed.

### **III. PROPOSAL FORMAT**

At a minimum, all proposals shall include the following information:

A. Name of the Entity:

Name of entity submitting the proposal, its mailing address, telephone and facsimile number, and the name of contact individual if further information is desired. In case of joint venture or other joint-prime relationship, an officer of each venture partner will sign.

B. Project Team:

In response to this Request for Proposal (RFP), the prime Consultant should have a minimum of five years experience of pump stations mechanical and electrical assessment in conjunction with sewer collection system master plan. The prime Consultant must have an excellent knowledge of the Sewer System Management Plan (SSMP) requirements and their application to the sanitary sewer collection system. The team shall have all necessary state, and federal certification applicable to the project. List prime and sub-consultants with individual addresses, telephone numbers and areas of expertise. Briefly describe the project responsibility of each team member.

C. Description of Organization, Management and Team Members:

A description of the team/consultant organization, and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify who will be the project manager and the day-to-day contact person for the job. Contract terms will not permit substitution of lead personnel without prior approval by Owner. A description of the qualifications of the professional personnel to be employed with a summary of similar work performed and a resume for each professional.

D. Scope of Work:

The proposal should contain a description of each work task with an explanation of how the proposer plans to approach the tasks and the steps that will be taken to complete the task including analytical methods and tools. Proposer must demonstrate that they understand the magnitude and importance of each individual task. Tasks should be organized into phases constituting measurable deliverables.

E. Proposed Project Schedule:

Time is of the essence for this agreement. The proposal shall include a schedule to undertake the work program.

Proposal Due Date: March 26, 2020

Notification of Short List Status and Request for Interviews: April 7, 2020  
Selection Interviews: April 16, 2020  
Award of Agreement: May 5, 2020  
Projected Agreement Start Date: May 12, 2020

Time is of the essence for this agreement. The proposal shall include a schedule to perform the survey work and submit map and spreadsheet. Consultant shall incorporate review period of all agencies into the schedule. Updated project schedule shall be provided at each meeting.

F. Proposed Fees:

The proposal should contain a brief discussion of the consultant's preferred method of determining compensation. The amount of compensation should be broken down for each task including the cost of reimbursables.

#### **IV. PROPOSED BUDGET**

The allocated budget for the Phase 4 Pump Station Rehabilitation for the City of Alameda Sewer Pump Stations is approximately **\$170,000** from the Sewer Enterprise Fund.

#### **V. AWARD OF CONTRACT**

It is anticipated that any award of an agreement for services will be made by the City of Alameda two weeks after award of agreement. If selected, any required bonds and/or insurance will need to be in place within the week of acceptance by Council.

#### **VI. PROPOSAL DUE DATE AND DELIVERY**

Three (3) sealed copies of the proposal, clearly marked with the project description, should be submitted no later than:

**2:00 p.m. on Thursday, March 26, 2020**

to the address below. All copies received by that time will be date and time stamped. Proposals will not be accepted after this time. FAXed or electronic proposals **will not** be accepted. Hand carried proposals will be accepted.

Proposals should be addressed to:

**City Hall West  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
Attention: Shilpa Patel, Assistant Engineer**

#### **VII. SELECTION PROCESS**

A. Qualifications:

All proposals received by the due date will be evaluated by the City. Only information, which is received in response to the RFP, and any subsequent interviews, will be used in the evaluation. The City will judge the responses of each proposing firm in several critical areas. Selected proposers may be invited to an oral interview.

B. Selection Criteria:

The City will select the most qualified proposal based on the following factors. Responses to the RFP should address the qualities and indicators that are listed below:

1. Ability of the Lead Consultant to Design an Approach and Work Plan to Meet the Project Requirements.

An assessment of the overall quality of the proposal. Qualities and indicators that will receive consideration include the proposer's performance in converting the Scope of Services into a work plan; the detail and clarity of the discussion as to the proposer's approach to undertaking the project; the proposer's performance in identifying any special problems or concerns which may be associated with the project and preliminary ideas about how these obstacles should be addressed; the inclusion of any unique approaches which are designed to save time and money or increase the benefits or effectiveness of the proposed work; sample work; and the demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations that relate to the project.

2. Ability of the Proposer to Carry Out and Manage the Proposed Project.

An assessment of 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, the general level of experience in the areas of supervision, observing and monitoring projects; the organization's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.

3. Capabilities of the Consultant Organization and/or Team.

Assessment of the capabilities of the organization and individuals that will be engaged in the project. Qualities and indicators that will receive consideration include what professionals will be doing/working on each task; the various professional, technical, and educational achievements and registrations of each organization and individuals involved; the applicable experience of the proposed assigned staff and the specific experience gained on similar projects.

4. Current Workload of the Consultant Organization and/or Team.

An assessment of the perceived ability of each organization to devote the necessary human resources and management attention to the project. Qualities and indicators that will receive consideration include the number and size of the projects presently being performed by each organization and the assigned staff; the status of existing projects; the past ability of the organization to deliver projects on a timely basis; and the nature of existing projects that are behind schedule or past the completion date.

5. Proximity to the Project Involved for the Proposer and/or Team.

The application of this criteria shall include an assessment of the geographic proximity to the project; the location of the office from which the proposed project will be administered; the perceived response time and general availability of the proposer's management to be on site; the perceived effect that project management location will have on price and the ability of the project to be expedited on a timely basis; and the availability of special travel or communication plans which would effectively mitigate difficulties associated with location.

6. Willingness to Comply with the Proposed Agreement Terms.

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

7. Cost of Proposal.

## **VIII. CONDITIONS OF REQUEST**

A. General Conditions.

The City reserves the right to cancel or reject all or a portion or portions of the request for proposal without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

The City also reserves the right to reject any subconsultant or individual working on a consultant team and to replace the subconsultant or individual with a mutually acceptable replacement.

Any changes to the proposal requirements will be made by written addendum.

B. Liability of Costs and Responsibility.

The City shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Alameda.

The selected lead consultant will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected

lead consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract

C. Validity.

The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing May 22, 2017, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

D. Standard Service Provider Agreement.

A sample service provider agreement has been provided in the Appendix A for the proposer's review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the agreement, these should be identified specifically; otherwise it will be assumed that the proposer is willing to enter into the agreement as it is written. 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. Otherwise, the City will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The City will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the proposal. The consultant agreement will not be executed by the City without first being signed by the proposer.

E. Permits and Licenses.

Proposer, and all of proposer's sub-consultants, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City of Alameda Business License which will be required in connection with the performance of services hereunder.

F. Oral and Written Explanations.

The City will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all proposers who received Requests for Proposals.

G. Proposer's Representative.

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

## H. Deliverables.

Deliverables depend upon the task assigned. In general, 3 copies of administrative draft reports are required upon completion of each major part of the project. Following approval by the staff, 3 copies of each final report are required

One unbound copy of each final document and an electronic file containing all final documents and all information are to be provided. The consultant will develop a system to assemble, organize, store and utilize data in an electronic format. At the outset of the agreement, the consultant will submit a description of the software to be used in preparation of the reports and graphics.

## I. Insurance

General Liability, Automobile, Professional Liability, and Worker's compensation insurance are required in the amount set forth in the attached sample consultant agreement.

APPENDIX A

**SERVICE PROVIDER AGREEMENT**

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and COMPANY, (a California corporation, partnership, sole proprietor, individual), whose address is ADDRESS, (the "**Provider**"), in reference to the following:

**RECITALS:**

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: Preparation of Engineering Documents for the Upgrade of the City of Alameda Sewer Pump Stations, Group 5, No. P.W. 12-19-61. On March 12, 2020 the City issued a Request for Proposal and reached out to the Consultant’s on the City’s bidders list, the builder’s exchanges and posted the Request for Proposal on the City’s website. The proposal due date was March 26, 2020. \_\_\_\_\_ firms submitted proposals. After thorough review of all proposals the City selected the firm 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. City and Provider desire to enter into an agreement for Preparation of Engineering Documents for the Upgrade of the City of Alameda Sewer Pump Stations, Phase 5, No. P.W. 12-19-61, 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. The Provider acknowledges that the work plan included in Exhibit A

is tentative and does not commit the City to request Provider to perform all tasks included therein.

**3. COMPENSATION TO PROVIDER:**

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

b. The total compensation for the work under this Agreement is not to exceed \$\_\_\_\_\_

**4. TIME IS OF THE ESSENCE:**

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

**5. STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

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

**9. HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

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

**10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California.

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

\_\_\_\_\_  
Provider Initials

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:                   \$1,000,000 each occurrence  
  \$2,000,000 aggregate - all other

Property Damage:               \$1,000,000 each occurrence  
  \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:                   \$1,000,000 each occurrence  
Property Damage:               \$1,000,000 each occurrence

or

Combined Single Limit:       \$2,000,000 each occurrence

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

(4) Professional Liability:

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

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires 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 may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

**13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

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

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

**14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

**15. REPORTS:**

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

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

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

**16. RECORDS:**

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

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

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

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

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

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

City of Alameda  
Public Works Department  
950 W. Mall Square, Room 110  
Alameda, CA 94501  
Attention: Shilpa Patel Assistant Engineer  
Ph: (510) 747-7930 / Fax: (510) 769-6030  
Email: [spatel@alamedaca.gov](mailto:spatel@alamedaca.gov)

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

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

**18. SAFETY:**

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

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

## **19. TERMINATION:**

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

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

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

## **20. ATTORNEY'S FEES:**

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

## **21. COMPLIANCE WITH ALL APPLICABLE LAWS:**

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

the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

**22. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**23. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**24. INTEGRATED CONTRACT:**

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

**25. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**26. COUNTERPARTS:**

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

**27. SIGNATORY:**

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

**28. CONTROLLING AGREEMENT:**

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

*Signatures on next page*

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPANY  
(A California corporation, partnership,  
sole proprietor, individual)

CITY OF ALAMEDA  
A Municipal Corporation

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

\_\_\_\_\_  
Eric J. Levitt  
City Manager

RECOMMENDED FOR APPROVAL

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

\_\_\_\_\_  
Liam Garland  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
Lisa N. Maxwell  
Assistant City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda  
Public Works Department  
Alameda Point, Building 1  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

SAMPLE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**REF:**

**The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers 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

Name of Person or Organization:

**SAMPLE**

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**REF:** \_\_\_\_\_

**The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.**

NOTICE OF CANCELLATION:

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