

**REQUEST FOR PROPOSALS
ENGINEERING CONSULTANT DESIGN SERVICES
FOR REPLACEMENT/REPAIR OF EXISTING LAGOON SLIDE
GATES AT THE SOUTH SHORE LAGOON WEIR STRUCTURE
ADJACENT TO 2811 BAY VIEW DRIVE
CIP 91215**

**CITY OF ALAMEDA
PUBLIC WORKS DEPARTMENT**

May 6, 2013

IMPORTANT DATES:

Proposal Due Date: May 20, 2013
Tentative Interview Date: Week of May 27, 2013
Award of Design Agreement: Week of June 3, 2013
Projected Design Agreement Start Date: June 17, 2013
Project Design Completion Date: July 31, 2013

CONTACT:

Shilpa Patel, Assistant Civil Engineer
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Public Works Department
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Alameda, CA 94501
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Attachment A: Photos

Attachment B: Drawing 4645-11 (related pages)

I. INTRODUCTION

The City of Alameda ("City") Public Works Department is seeking the services of a qualified civil or mechanical engineering consultant firm to investigate the current conditions and to provide design services related to replacement and/or repair to the existing lagoon slide gate(s) at the South Shore lagoon weir structure located adjacent to 2811 Bay View Drive.

A. Background:

The City of Alameda is a Charter City with a population of over 80,000, and an area of 12.4 square miles. Most of Alameda is an island, which is connected to Oakland via four bridges and two tubes.

The South Shore lagoon system consists of five lagoon segments located between West Line Drive, to the west, and Court Street, to the east. The lagoon segments are connected by either storm drain pipes or open channel box culverts. The lagoon receives its water from the San Francisco Bay via a pump station structure located at West Line Drive and Shore Line Drive. The lagoons also receive storm drainage runoff from the adjacent street storm drain inlet pipes. Flow out of the lagoon to the San Francisco Bay occurs via a weir structure having multiple manually operated slide gates. Drainage of the lagoon is by gravity, through differential flow line elevations between the Bay water surface and lagoon water surface, and the opening of the weirs. The City's Public Works Maintenance staff has indicated that the slide gates have leakage and that the gate stems and manual gate operators are in need of replacement or repair.

B. Purpose of Request:

The City desires to obtain the services of a qualified civil or mechanical engineering consulting firm experienced in evaluating gate structures to 1) conduct a conditions analysis of the various components of the slide gates (i.e., gate, stems, operator, seals, frames, etc.), 2) to make recommendations for replacement and/or repair of each gate/component, 3) to prioritize the replacement and or repair of each gate including a cost estimate for each, and 4) based upon the findings and as directed by the City Engineer, prepare engineering plans, specifications, and a detailed engineer's estimate for the repair and replacement.

II. SCOPE OF SERVICES

For this Request for Proposal (RFP), the scope of work includes, but is not limited to, the following:

1. The slide gates have leakage, some stem operators do not or partially work, missing grout between gate frame and concrete structure, etc. The selected engineering consulting firm shall conduct the necessary investigative field work and field meeting(s), as needed, with Public Works Maintenance personal to: a) assess the condition of the gates, gate stem and frames, seals and grouting, and b) to familiarize oneself with operation of the weir structure.
2. Based on the assessment and studies provide a report, including a spreadsheet format, for repair or replacement of the gates and components with individual gate engineer's estimates. Establish a priority work sheet for the City to use as a multi-year Capital Improvement Project budget from least to most in need of corrective measures needed. The City's main priority is to minimize leakage of the gates.
3. Meet with Public Works engineering and maintenance staff to discuss the findings and repair recommendations, and estimated construction costs so that some replacement or repairs can be made this year based on a project construction only budget of ~\$100,000.
4. Based upon the report and discussions above, prepare engineering plans and specifications (special provisions only – City will provide boiler plates) for bidding purposes for the repair or replacement for this year within the project construction budget shown above. Submit 60%, 90%, and Final Bid Set Engineering plans and specifications 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.
5. Prepare detailed bid construction estimate. The construction bid shall not be based on a single lump sum price but shall have itemized lump sum items (i.e., mobilization, gate operator, etc.).

III. PROPOSAL FORMAT

All proposals shall include the following minimum 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 RFP, the prime consultant should have at least a minimum of ten years experience and have excellent knowledge in the replacement of various components needed to make the slide gate fully operational, including Regional Water Board Quality Control Board (RWQCB) requirements. 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:	May 20, 2013
Tentative Interview Date:	Week of May 27, 2013
Award of Design Agreement:	Week of June 3 2013
Project Design Agreement Start Date:	June 17, 2012
Project Design Completion Date:	July 31, 2013

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 reimbursable. Reimbursement is to be requested on a percentage of task completed basis.

IV. PROPOSED BUDGET

The allocated budget for the actual construction of the improvements is approximately **\$100,000**. It is the responsibility of the consultant to deliver a product that would meet the City budget.

V. AWARD OF CONTRACT

It is anticipated that any award of an agreement for services will be made by the City of Alameda the week of June 3, 2013.

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 Monday, May 20, 2013

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 Civil 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

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

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 proposals 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 sub-consultant 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) working days commencing February 1, 2012, 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 Consultant Agreement.

A sample consultant agreement has been provided in 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 consultant 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 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.

Three bound copies, one loose copy (suitable for reproduction) of the final construction documents and a computer disk/hard drive containing all final documents in and all information are to be provided. (Engineering plans are to be in AutoCAD format 2012 or earlier. Specifications in Microsoft Word format.)

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, Maintenance Superintendent, and Supervising Civil Engineer.

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 complete construction documents.

APPENDIX A

City's Standard Consultant Agreement

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____, 2013, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and _____, a _____ (California corporation, partnership, sole proprietor, individual) whose address is _____ (hereinafter referred to as "Consultant"), is made with 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. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Consultant desire to enter into an agreement for the for replacement/repair of existing lagoon slide gates at the South Shore Lagoon weir structure adjacent to 2811 Bay View Drive, in the City of Alameda upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the ___ day of _____, 201_, and shall terminate on the ___ day of _____, 201_, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Consultant shall perform each requested service set forth in the list of services detailed in Exhibit "A", as directed by the City, which is attached hereto and incorporated herein by this reference. The consultant acknowledges that the work plan included in Exhibit "A" is tentative and does not commit the City to perform all task included therein.

3. COMPENSATION TO CONSULTANT:

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from CIP 91215.

Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit a written estimate of the total amount of work done the previous month.

Payment will be for time and direct costs and are not to exceed budget. Pricing and accounting of charges are to be according to the fee schedule in Exhibit "B" unless mutually agreed upon in writing. Extra work must be approved to in writing by City prior to performance and shall be paid on a Time and Material basis using Exhibit "B" schedule.

Compensation for bid is \$xx,xxx. There is a xx% contingency in the amount of \$xx,xxx. Total compensation under this contract shall not exceed \$(figure rounded to nearest). 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:

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

5. STANDARD OF CARE:

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals 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 nor have any contractual relationship with City.

6. INDEPENDENT PARTIES:

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, 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 Consultant'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 Consultant, 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 fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital

status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

Indemnification:

Consultant shall indemnify, defend, and hold harmless 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 Consultant'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 Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

Indemnification For Claims for Professional Liability:

As to Claims for professional liability only, Consultant'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.

10. INSURANCE:

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant'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 by certified mail, Attention: Risk Manager." It is agreed that Consultant 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. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Consultant 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 \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automotive liability coverage 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

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$2,000,000.

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

If Consultant 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 Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant 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 and commissions, officers, and employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. 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 Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

11. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant 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:

Consultant 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 City.

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 by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. REPORTS:

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any

Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

16. RECORDS:

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, 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 for a period of three (3) years after receipt of final payment.

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 contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Alameda
Public Works Department
950 W. Mall Square, Room 110
Alameda CA 94501
Attention: Barbara Hawkins, City Engineer

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

18. TERMINATION:

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

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 Consultant as provided herein. Upon termination of this Agreement, 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.

19. PURCHASES OF MINED MATERIALS REQUIREMENT:

Consultant shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Consultant shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: www.conservation.ca.gov/OMR/ab_3098_list/index.htm. Note that the list changes periodically and should be reviewed accordingly.

20. COMPLIANCES:

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

21. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting 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.

22. ADVERTISEMENT:

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

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:

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 Consultant.

25. INSERTED PROVISIONS:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

26. CAPTIONS:

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

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

CONSULTANT

CITY OF ALAMEDA
A Municipal Corporation

Name
Title

John A. Russo
City Manager

Name
Title

RECOMMENDED FOR APPROVAL:

Matthew T. Naclerio
Public Works Director

APPROVED AS TO FORM:
City Attorney

Stephanie Garrabrant-Sierra
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 CONTRACTORS 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 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.

ATTACHMENT A

PHOTOS

Photo's taken April 30, 2013 at ~ 11:15 a.m. at low tide.









Gate Operator

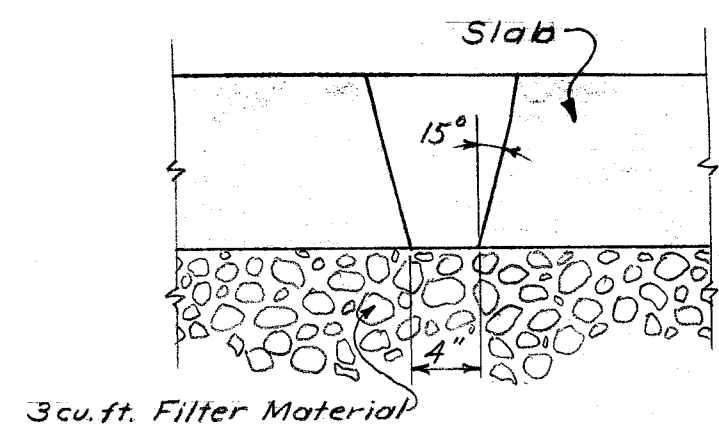
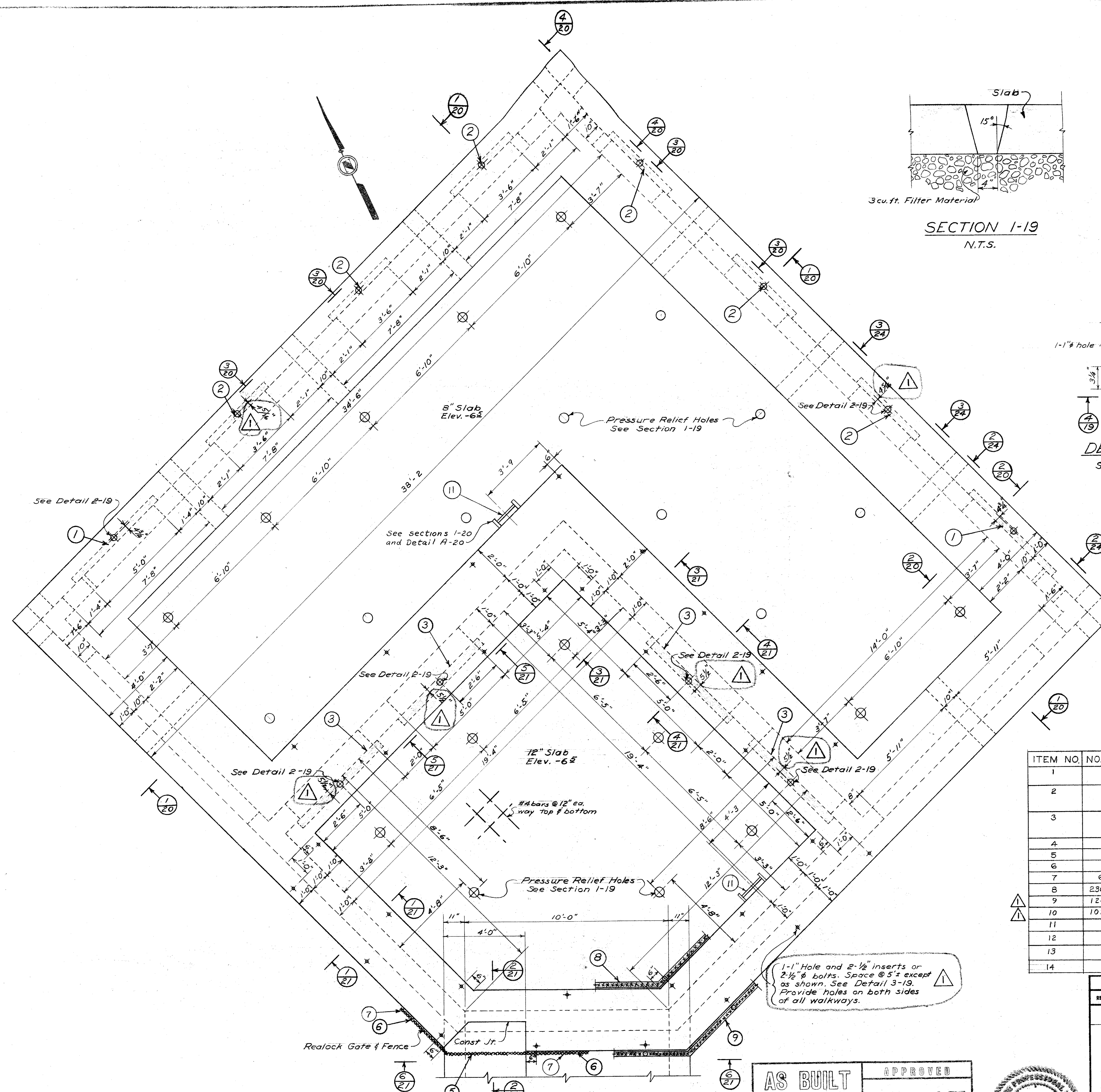


Outfall at San Francisco Bay San Leandro Channel

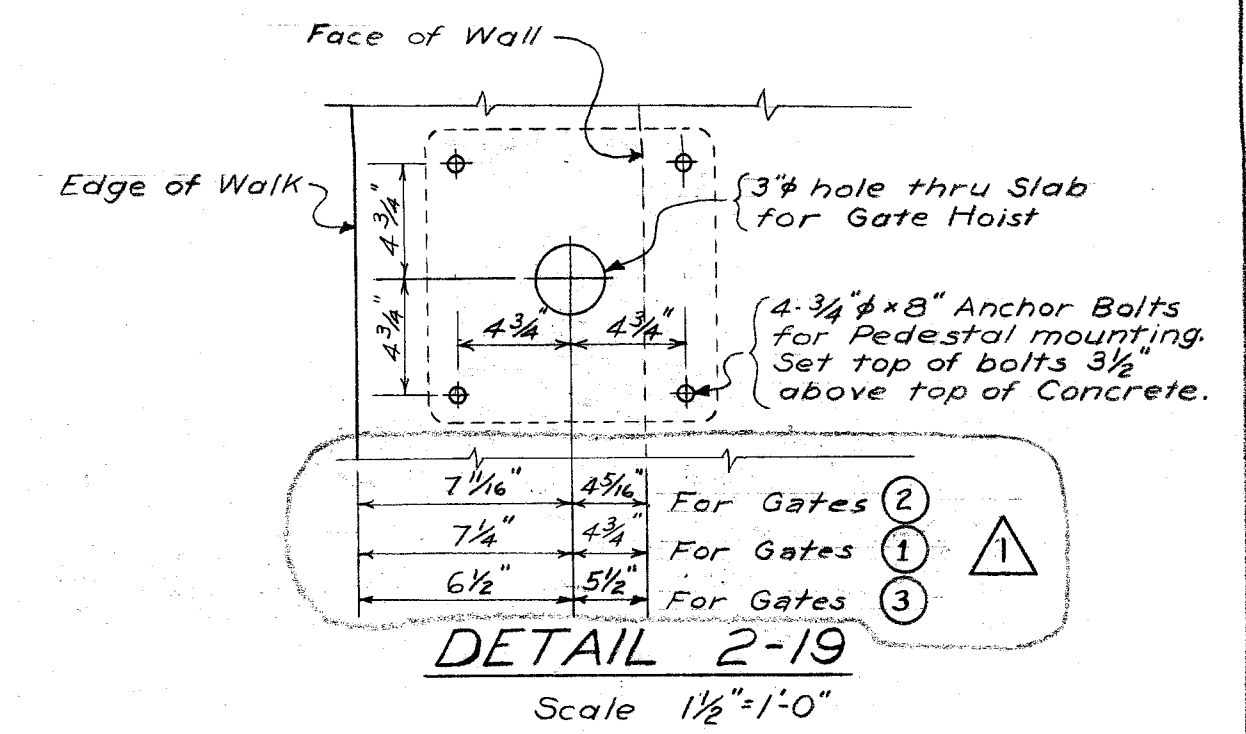
ATTACHMENT B

Drawing 4645-11 (related pages)

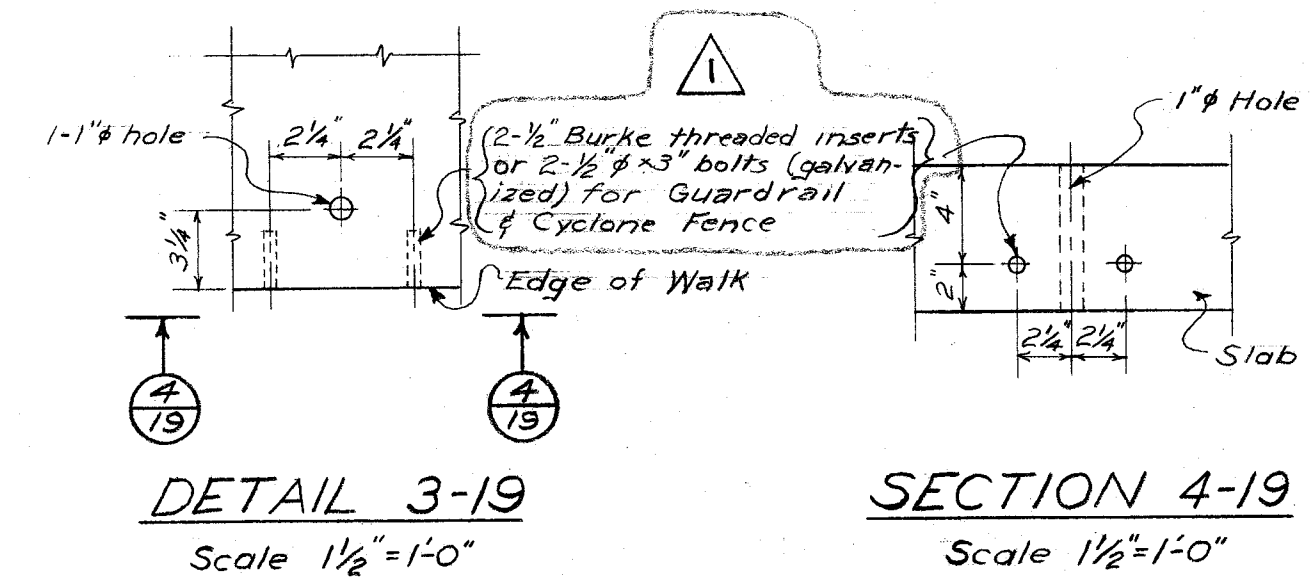
Note: Drawing 4645-11 are stamped as as-built record drawings dated in 1958 and therefore should not be construed as current field conditions.



SECTION 1-19
N.T.S.

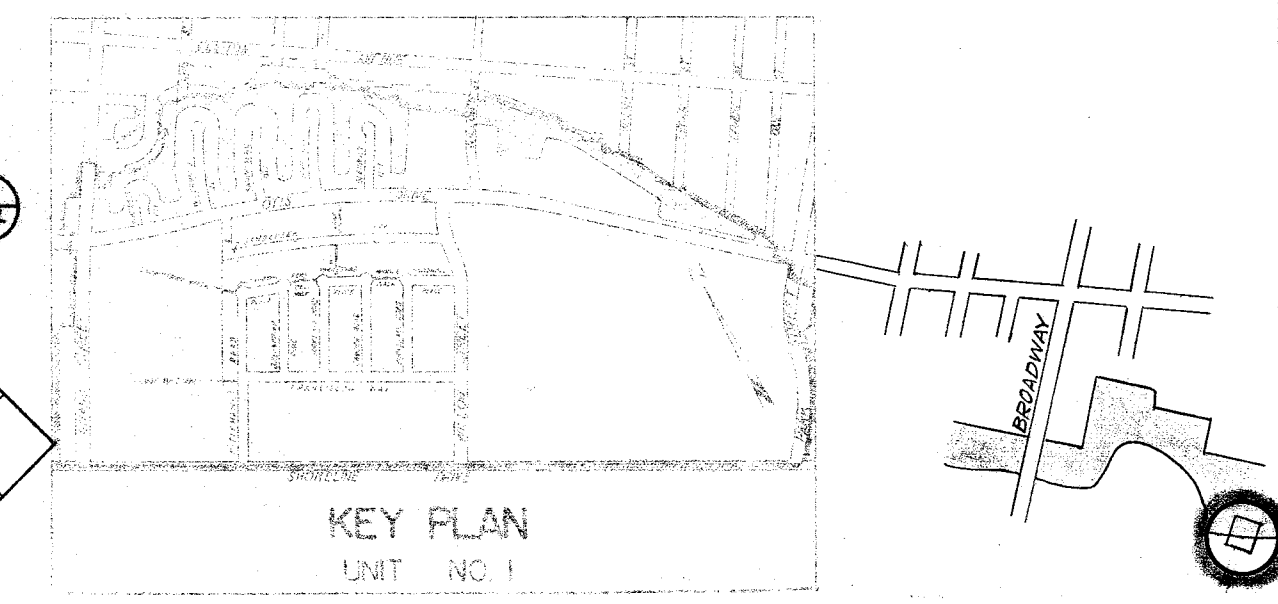


DETAIL 2-19
Scale 1/2"=1'-0"



DETAIL 3-19
Scale 1/2"=1'-0"

SECTION 4-19
Scale 1/2"=1'-0"

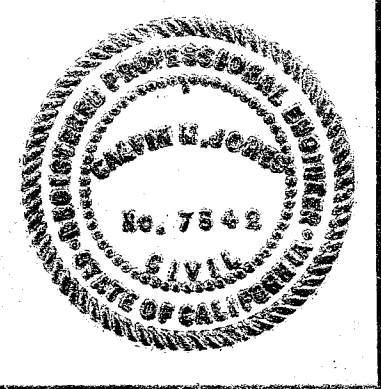


BILL OF MATERIALS

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

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

APPROVED
FOR THE CITY ENGINEER DATE
SUBMITTED
RESIDENT ENGINEER DATE
FOR THE CITY ENGINEER DATE



REVISION	DATE	DESCRIPTION	BY
1	18 APR 58	AS BUILT CHANGES	

APPROVALS
E. B. M. U. D.
P. G. & E.
ALAMEDA BUREAU OF ELECTRICITY
ALAMEDA FIRE DEPARTMENT
CITY ENGINEER 6/12/57

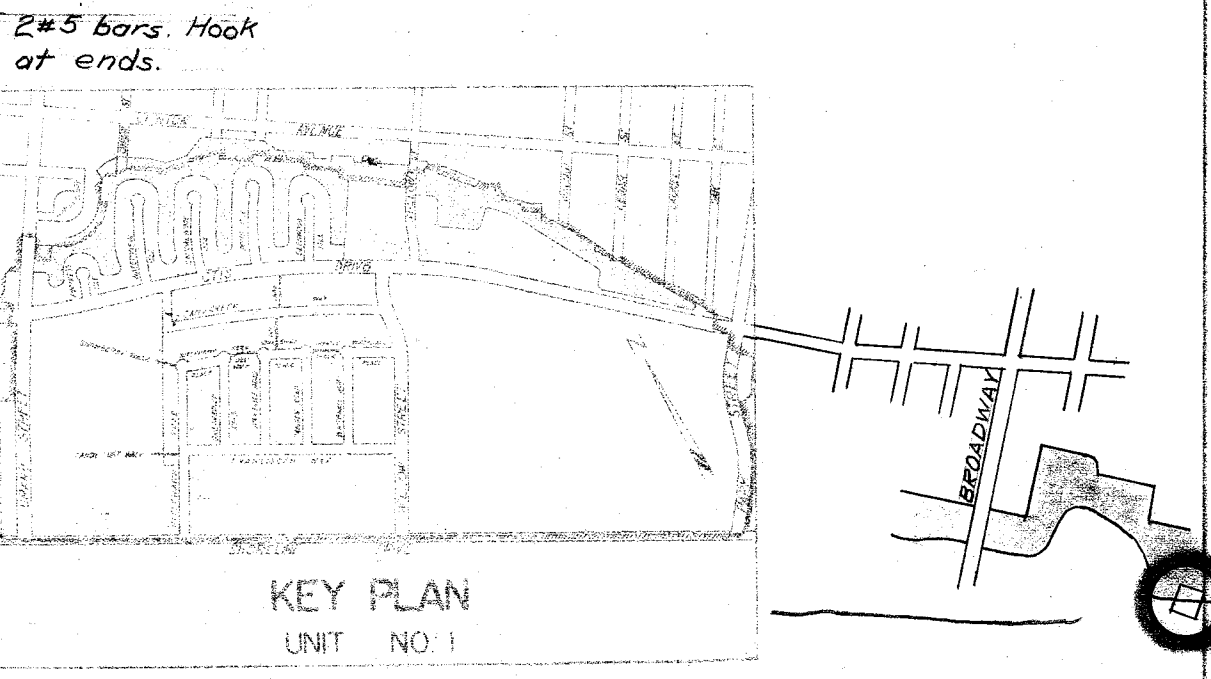
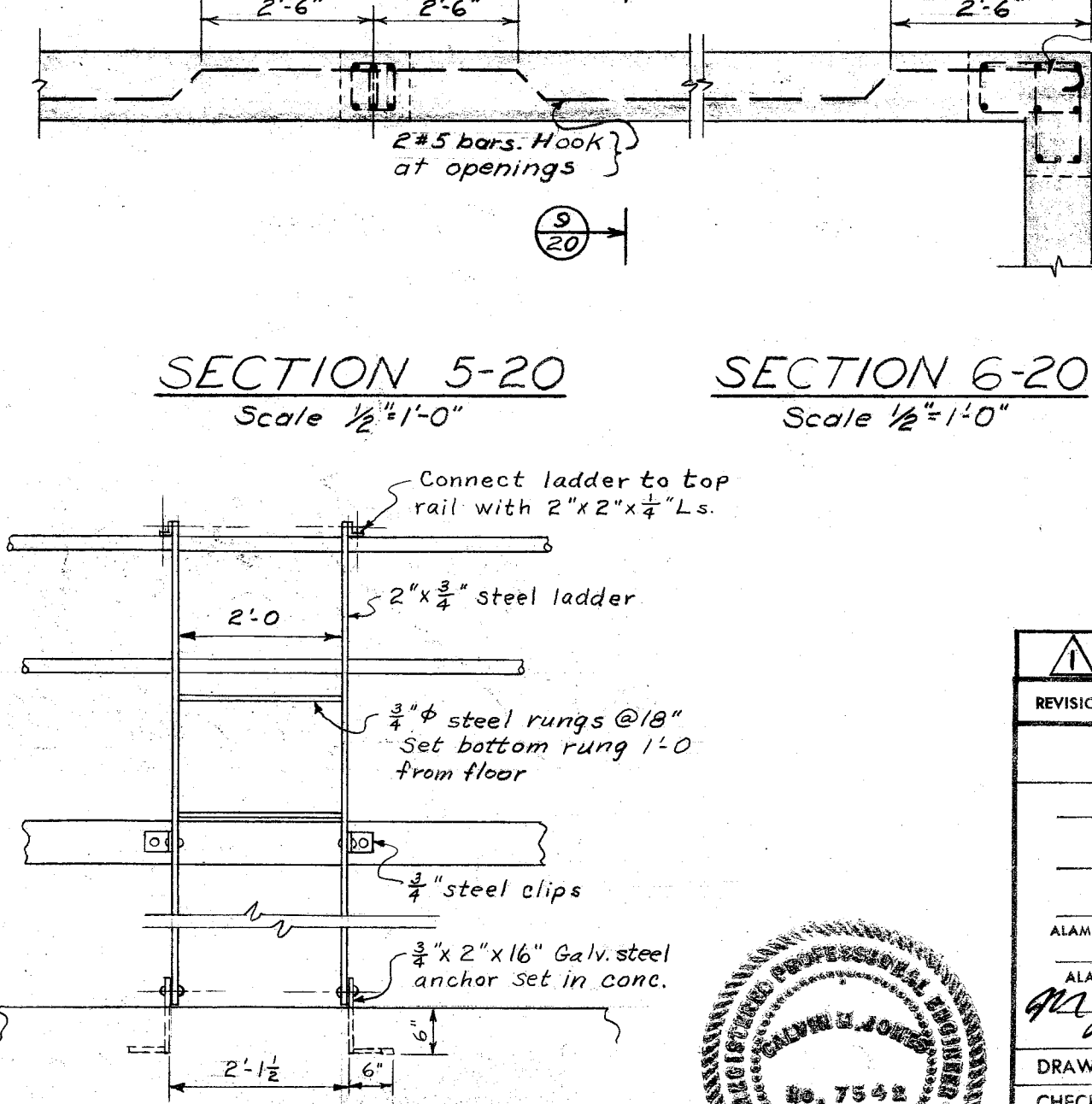
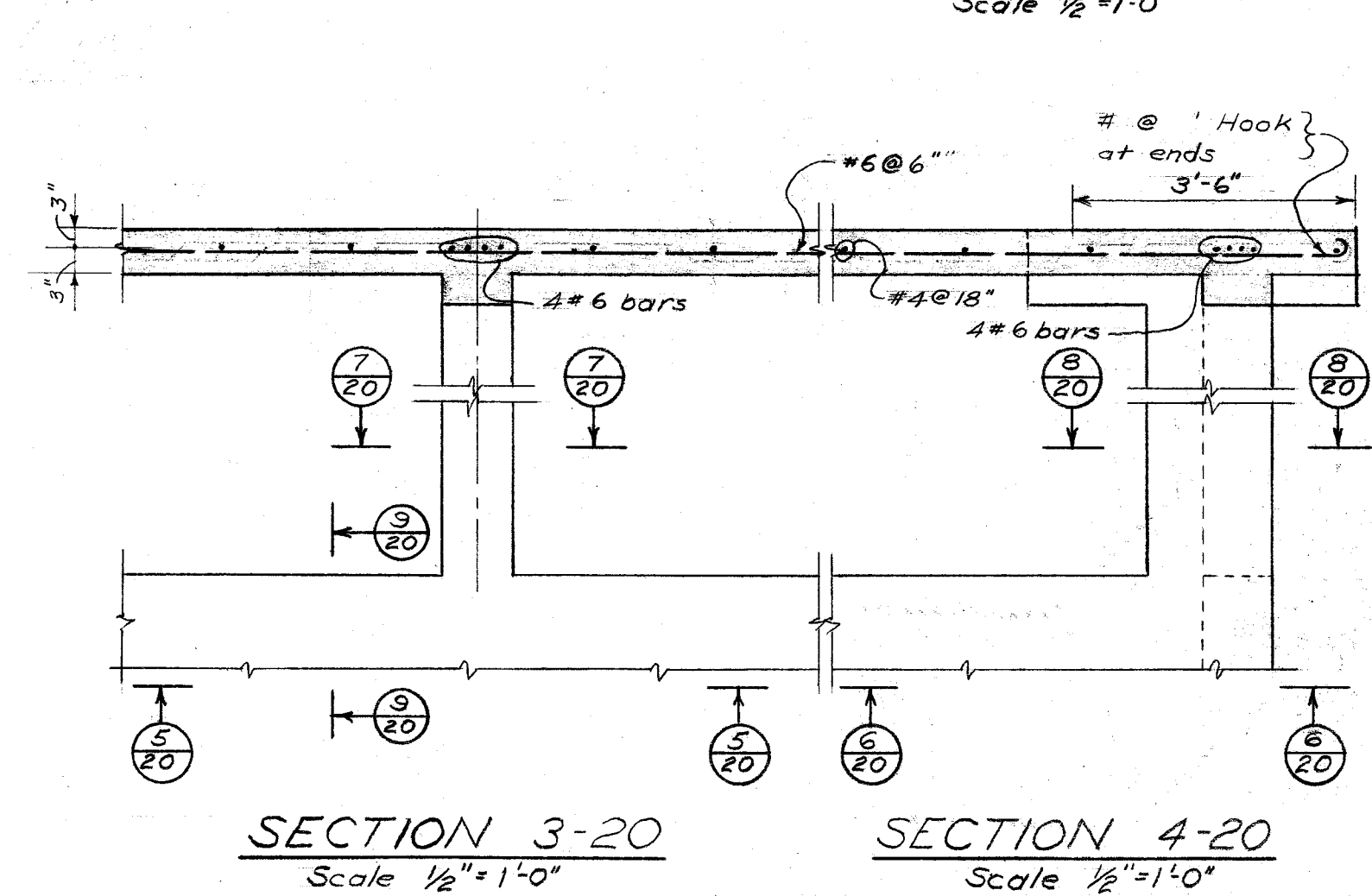
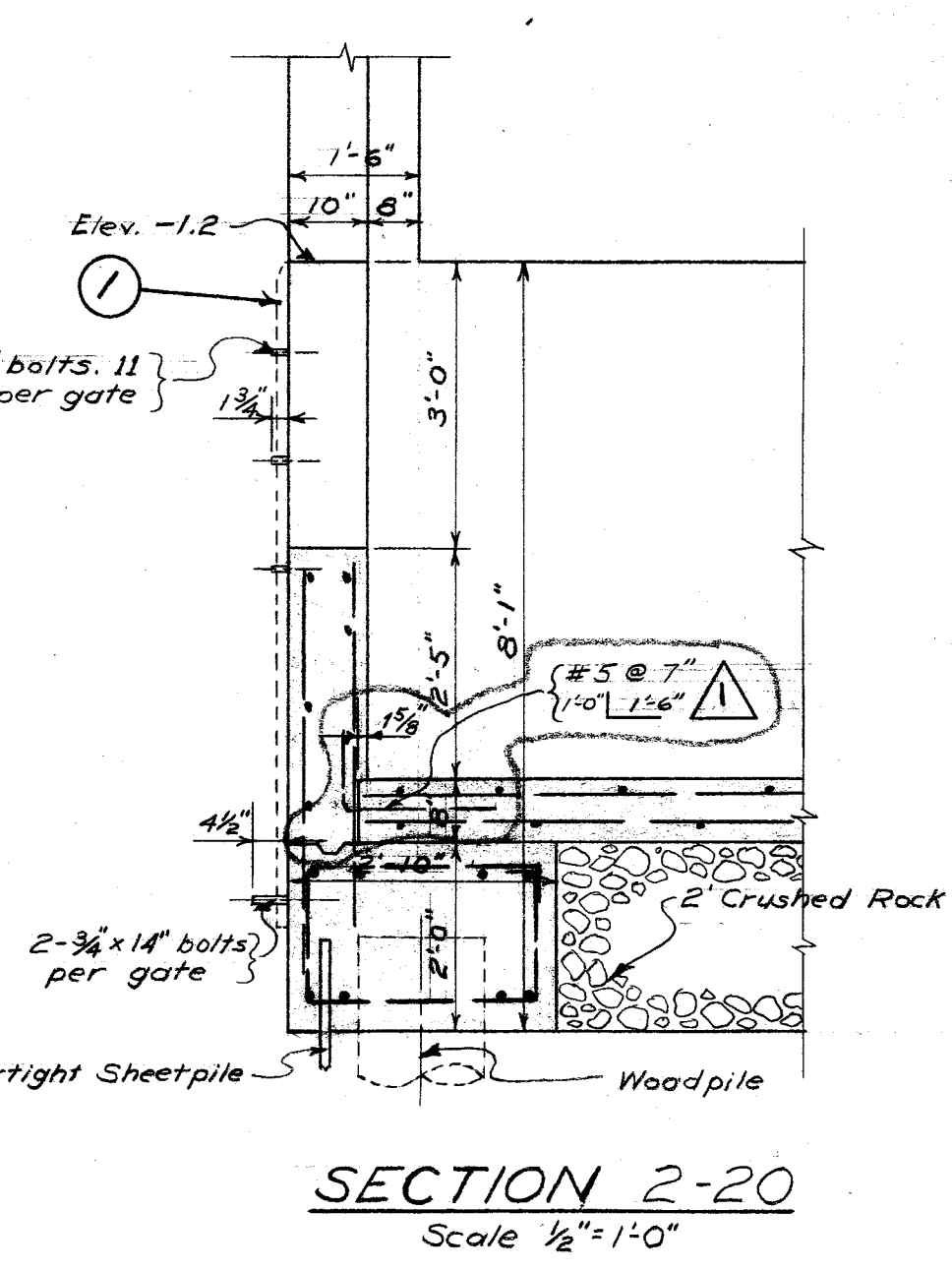
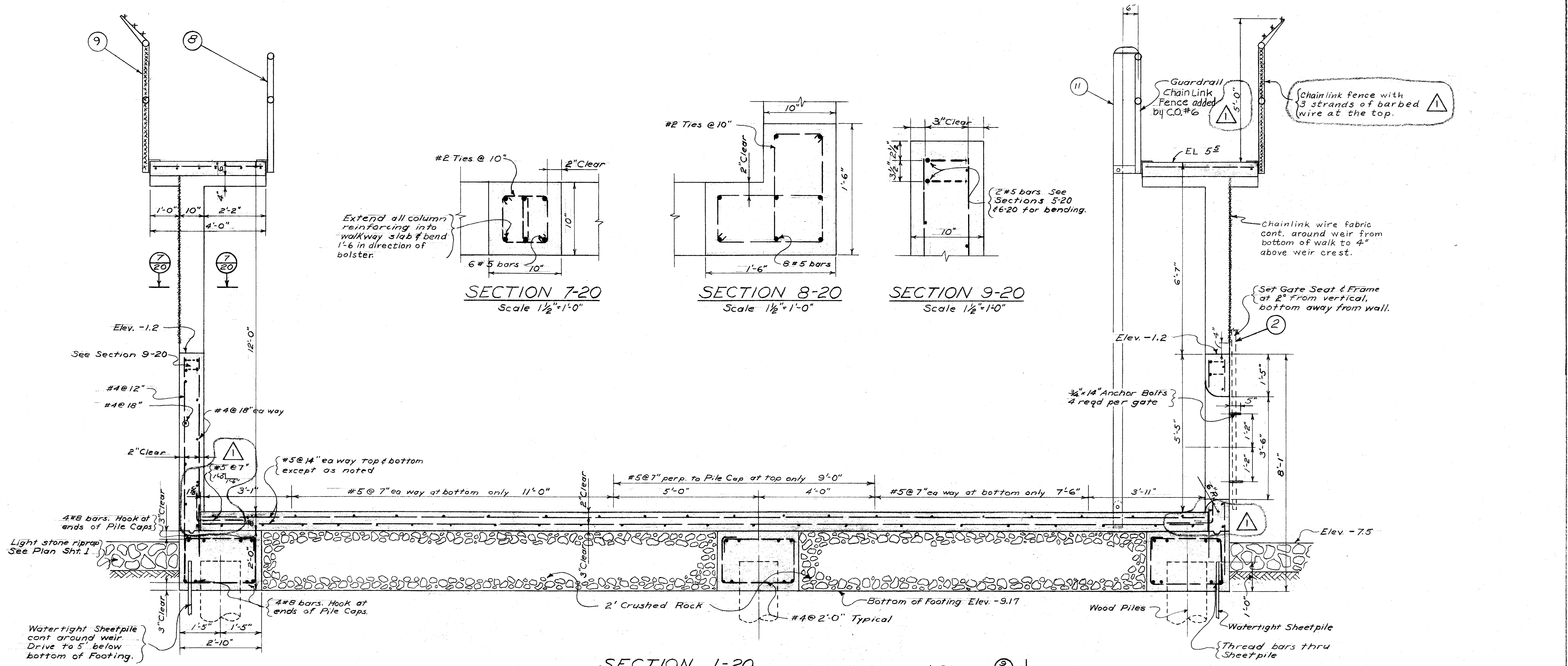
OUTFALL WEIR PLAN & DETAILS
OUTFALL WEIR AND CULVERT
MAJOR DRAINAGE SYSTEM
SOUTH SHORE DEVELOPMENT
ALAMEDA, CALIFORNIA
RECLAMATION DISTRICT NO. 2087

DRAWN: *Calvin M. Jones*
CHECKED: GRT
APPROVED: *Calvin M. Jones*
SCALE: AS SHOWN
DATE: JULY 1, 1957

CALVIN M. JONES - CIVIL ENGINEER
CHANNING W. CATHCART - PARTNER, E.I.T.C.E.
1361 PARK STREET, ALAMEDA, CALIFORNIA

SHEET 4 OF 10 1169-1-19 1

OUTFALL WEIR PLAN
Scale 3/8"=1'-0"



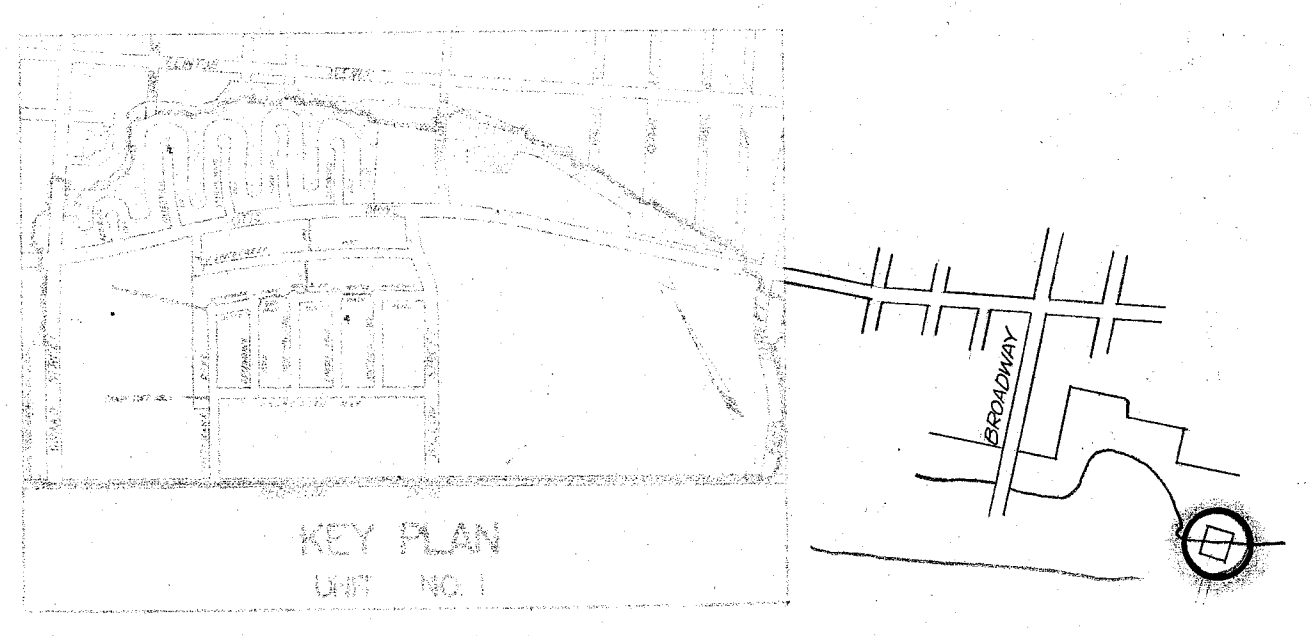
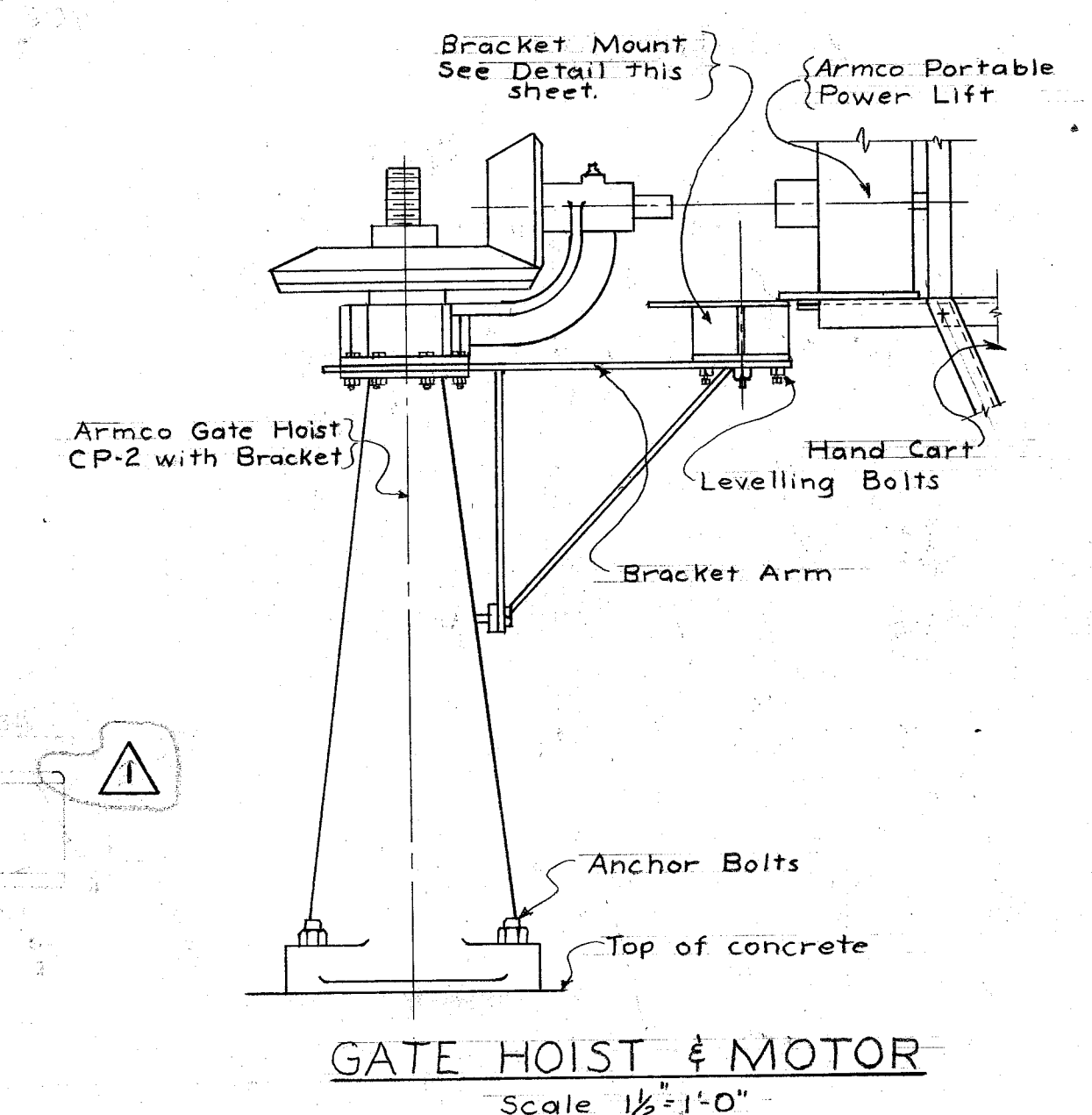
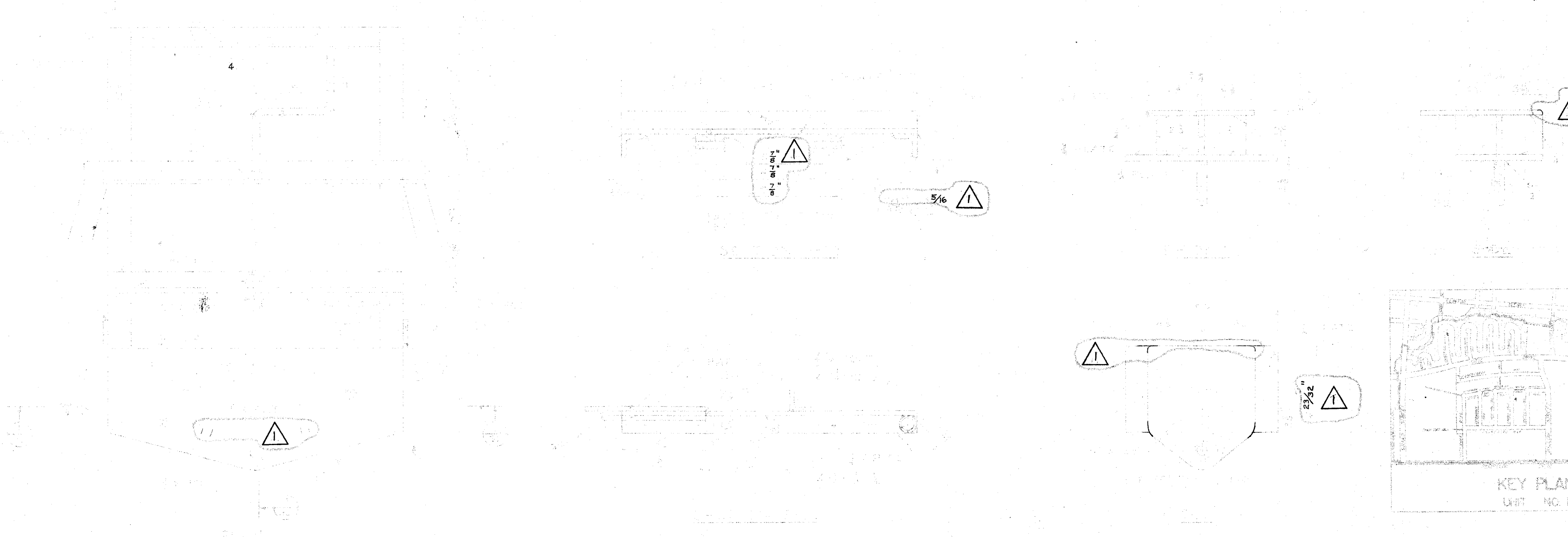
AS BUILT
 THIS IS TO CERTIFY THAT THIS DRAWING SHOWS THE STRUCTURES AND IMPROVEMENTS "AS BUILT", AND INCLUDES ALL CHANGES FROM THE ORIGINAL DESIGN.

APPROVED
 FOR THE CITY ENGINEER
 SUBMITTED
 Calvin M. Jones, 7/1/58
 RESIDENT ENGINEER, DISTRICT 5
 RECLAMATION DISTRICT NO. 2087
 FOR JONES, THENN & ASSOCIATES DATE

REVISION	DATE	AS BUILT CHANGES	BY
1	18 APR 58		

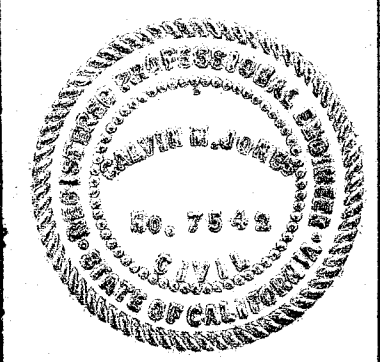
APPROVALS	DESCRIPTION
E. B. M. U. D.	
P. G. & F.	
ALAMEDA BUREAU OF ELECTRICITY	
ALAMEDA BUREAU OF PARTIAL INT.	
CITY ENGINEER 8/12/57	
DRAWN: GRT	
CHECKED: GRT	
APPROVED: GRT	
SCALE: AS SHOWN	
DATE: JULY 1, 1957	

SECTIONS AND DETAILS	
OUTFALL WEIR AND CULVERT	
MAJOR DRAINAGE SYSTEM	
SOUTH SHORE DEVELOPMENT	
ALAMEDA, CALIFORNIA	
RECLAMATION DISTRICT NO. 2087	
CALVIN M. JONES	CIVIL ENGINEER
CHANNING W. CATHCART	PARTNER, E. I. T. C. E.
1361 PARK STREET, ALAMEDA, CALIFORNIA	
SHEET 5 OF 10	1169 - 1 - 20



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

APPROVED
FOR THE CITY ENGINEER DATE
SUBMITTED
RESIDENT ENGINEER DATE
FOR JONES, THENN & ASSOCIATES DATE



18 APR 58	AS BUILT CHANGES	ℓ
MOTORIZATION DETAILS OUTFALL WEIR AND CULVERT		
M. J. Hanna 9/12/57		
GRT GRT		
12 AUG 57	10 10	1

4645-11