

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") is entered into this ___ day of March 2022, by and between the CITY OF ALAMEDA, a municipal corporation (the "City"), and Andrew M, Jordan Inc. DBA A&B Construction, a California corporation whose address is 1350 4th St, Berkeley, CA 94710, ("Contractor"), in reference to the following:

RECITALS:

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: construction of backbone infrastructure in Alameda Point' Adaptive Reuse Area, per Project No 11-19-55. City staff issued a Notice Inviting Bids on December 3, 2021, after a submittal period of 46 days received 4 timely submitted bids, and the bids were opened on January 25, 2022. Staff reviewed the bids and selected the lowest responsive and responsible bidder.
- C. Contractor 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 Contractor desire to enter into an agreement for construction of backbone infrastructure in Alameda Point' Adaptive Reuse Area, per Project No 11-19-55, upon the terms and conditions herein.

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM:

Contractor shall have 600 consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to diligently prosecute the work to completion. This term is extended by said number of consecutive working days pursuant a Change Order granting any extension per Project No 11-19-55 Specifications Section 5-7.2.

2. SERVICES TO BE PERFORMED:

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with the Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein. Contractor acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Contractor to perform all tasks included therein.

3. COMPENSATION TO CONTRACTOR:

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit A and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of the City.

Payment will be made by the City in the following manner: On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month. However, the City reserves the right to adjust budget within and between tasks. Pricing and accounting of charges are to be according to the bid packet pricing, unless mutually agreed to in writing.

Payment shall be made for 95% of the value of the work completed as determined by the City. The City shall retain 5% of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall be paid to Contractor within sixty days of acceptance by the City of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

Total compensation for work is \$28,434,248, with a 10 percent contingency in the amount of \$2,843,425 for a total not to exceed of \$31,277,673. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

Prompt Payment Of Withheld Funds To Subcontractors: The City shall hold retainage from the prime contractor and shall, as determined by the City, make prompt and regular incremental acceptances of portions of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted by the City, including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving (a) late payment or nonpayment by the prime contractor, (b) deficient subcontractor performance, or (c) noncompliance by a subcontractor with the contract, including but not limited to remedies under California Public Contract Code Section 9204. This clause applies to both DBE and non-DBE subcontractors.

4. TIME IS OF THE ESSENCE:

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

It is agreed by the parties to this Agreement that if all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in Paragraph 1 above, damage will be sustained by the City, and it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore

agreed that Contractor will pay the City the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) per day as liquidated damages for each and every day's delay beyond the time prescribed to complete the work; and Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due Contractor under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if the City decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge Contractor, his or her heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions.

Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the City, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that Contractor shall, within one (1) day from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts in good faith and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. STANDARD OF CARE:

Contractor agrees to perform all services and work hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services and work shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with the City.

6. INDEPENDENT PARTIES:

Contractor hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of Contractor, 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 Contractor's services and work. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from the City to Contractor, its employees, subcontractors, suppliers 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 Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Contractor 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. Contractor shall indemnify, defend (with counsel

acceptable to the City) and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable employer/employee conduct, neither Contractor nor Contractor's employee, agents, subcontractors or suppliers shall harass or discriminate against any job applicant, City employee, or any 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 (e.g., cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Contractor agrees that any violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

Contractor shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorneys' fees and costs of litigation ("**Claims**"), arising from or in any manner connected to Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence EXCEPT for such loss or damage arising from the active negligence or willful misconduct of the City. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Contractor.

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

10. INSURANCE:

On or before the commencement of the terms of this Agreement, Contractor 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 paragraphs 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days advance written notice to the City of Alameda, Attention: Risk Manager."

Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise

acceptable to the City. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents and volunteers as additional insured shall be submitted with the insurance certificates. In addition, the East Bay Municipal Utility District (“**EBMUD**”) shall be named an additional insured on the policies as noted in subsection D below.

A. COVERAGE:

Contractor shall maintain insurance coverage and limits at least as broad as:

(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: \$2,000,000 each occurrence
 \$2,000,000 aggregate - all other

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

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

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

Bodily injury: \$2,000,000 each occurrence
Property Damage: \$2,000,000 each occurrence

or

Combined Single Limit: \$4,000,000 each occurrence

(4) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of \$2,000,000 each occurrence - \$5,000,000 aggregate.

(5) Builders Risk:

Insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or

available to the Contractor; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City.

B. SUBROGATION WAIVER:

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

C. FAILURE TO SECURE:

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Contractor's name or as an agent of Contractor and shall be compensated by Contractor 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:

The City, its City Council, boards, commissions, officials, employees and volunteers as well as EBMUD shall be named as an additional insureds under all insurance coverages, except worker's compensation insurance and builders risk 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. The additional insured coverage under the Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance.

E. SUFFICIENCY OF INSURANCE:

Contractor shall furnish the following bonds from a bonding company acceptable to the City's Risk Manager. Performance Bond and Labor and Material Bond are only required for work over \$25,000. Therefore, those estimates that are under \$25,000 will not need to budget for the bond premiums and those estimates over \$25,000 will need to be sure to budget for the bond premiums.

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

11. BONDS:

Contractor shall furnish the following bonds to the City with the East Bay Municipal Utility District as an additional obligee from a bonding company acceptable to the City's Risk Manager:

A. Performance: A bond in the amount of 100% of the total contract price guaranteeing the performance of this contract, and

B. Labor and Materials: A bond for labor and materials in the amount of 100% of the total contract price.

12. PROHIBITION AGAINST TRANSFERS:

Contractor 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. 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, Contractor's claims for money from the 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 the City by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, 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 the City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of the City, be issued in the form of a Work Order.

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

14. PERMITS AND LICENSES:

Contractor, 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 services and work hereunder.

15. REPORTS:

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

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by the City.

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

16. RECORDS:

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

Contractor shall maintain adequate records of services and work provided in sufficient detail to permit an evaluation of services and work. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of the City or its designees at all proper times, and gives the 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 the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse the 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 Contractor to the City shall be addressed to the City at:

City of Alameda
Public Works
950 W Mall Square, Suite 110
Alameda, CA 94501

ATTENTION: Erin Smith, Public Works Director
Phone: (510) 747-7938
Email: esmith@alamedaca.gov

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

Andrew M. Jordan DBA A& B Construction
1350 4th St,
Berkeley, CA 94710
ATTENTION: Rami El Khoury, Vice President
Phone: (510) 999-6000
Email: rami@a-bconstruction.net

18. SAFETY:

Contractor will be solely and completely responsible for conditions of all vehicles owned or operated by Contractor, including the safety of all persons and property during performance of the services and work under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Contractor 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. Contractor'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.

Contractor will immediately notify the City's Risk Manager 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. Contractor 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 Contractor's employee(s) involved in the incident; (iii) name and address of Contractor's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. LAWS TO BE OBSERVED:

Contractor shall comply with all applicable laws, state, federal, and all ordinances, rules and regulations enacted or issued by City. In addition, Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

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

Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department

of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor Code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

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

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

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

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

21. HOURS OF LABOR:

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any subcontractor on any subcontract under this Agreement, upon the work or upon any part of the work contemplated by this Agreement, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work, provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor shall pay the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by Contractor, or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

22. APPRENTICES:

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any subcontractor under it on contracts

greater than \$30,000 or 20 working days. Contractor and any subcontractor under it shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

23. LABOR DISCRIMINATION:

No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

24. REGISTRATION OF CONTRACTORS:

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

25. URBAN RUNOFF MANAGEMENT:

Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

- a. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), on site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

- b. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.
- c. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.
- d. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.
- e. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each workday. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code §13385.

26. COMPLIANCE WITH MARSH CRUST ORDINANCE:

Contractor shall perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

27. COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:

Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, issued by the San Francisco Bay Regional Water Quality Control Board.

- Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of

pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.

- Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
 - a. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
 - b. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
 - c. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
 - d. Biological controls (e.g., natural enemies or predators);
 - e. Reduced-risk chemical controls (e.g., soaps or oils); and
 - f. Other chemical controls.

- Prior to applying chemical controls Contractor shall complete a checklist for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the contractor shall submit one checklist prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. (See Exhibit C). Additionally, Contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.

- Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
 - a. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA);
 - b. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion);
 - c. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil; and
 - d. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.

- Contractor shall sign the Contractor Verification Form (attached as Exhibit B) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.

- Contractor shall provide to the City's project manager an annual report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.

- Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk.

If this Agreement pertains to the use of any items listed above, Contractor will need to fill out and send in the Contractor Verification Form and Contractor Check List. ADD EXHIBIT B IF PEST CONTROL.

28. HEALTH AND SAFETY REQUIREMENTS.

Contractor acknowledges that City shall have the right to impose, at City's sole discretion, requirements that City deems are necessary to protect the health and safety of City employees, residents, and visitors. Contractor agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Contractor also agrees to make available to City, at City's request, records to demonstrate Contractor's compliance with this Section. Notwithstanding the foregoing, all of Contractor's personnel providing services under this Agreement shall be vaccinated against COVID-19 and show proof of compliance with this requirement upon execution of this Agreement.

29. PURCHASES OF MINED MATERIALS REQUIREMENT:

Contractor 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, Contractor shall submit a report to the 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.

30. TERMINATION:

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

The City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor 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.

31. ATTORNEYS' 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's office 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 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.

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

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

The following provisions and procedures shall apply:

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

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

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

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

E. If the City fails to timely respond to a Claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

F. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that

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

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

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

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

33. 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.

34. ADVERTISEMENT:

Contractor 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 the City to do otherwise.

35. 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.

36. 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 the City and Contractor.

37. 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.

38. 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.

39. 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.

40. SIGNATORY:

By signing this Agreement, each 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.

41. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Andrew M. Jordan Inc. DBA A&B Construction
a California corporation

CITY OF ALAMEDA,
a municipal corporation

DocuSigned by:
Rami Khoury
78214BEAD27A4DD...

Rami El Khoury
Vice President

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:
Carole Gibb
A984D1A8CBA24C1...

DocuSigned by:
Erin Smith
21DC39E8C019480...

Carole Gibb
Office Manage

Erin Smith
Public Works Director

Contractor License No. 636514

APPROVED AS TO FORM:

1000005775
DIR No. _____

City Attorney

DocuSigned by:
Len Aslanian
765D25E39B18464...

Len Aslanian
Assistant City Attorney

City of Alameda • California

Certification of Compliance With the City of Alameda's Vaccination Requirement

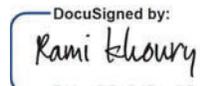
The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated¹ against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.

I declare under penalty of perjury that the foregoing is true and correct.

Andrew M. Jordan Inc. DBA A&B Construction

Date: 2/16/2022

DocuSigned by:

78214BEAD27A4DD...

By: Rami El Khoury
Its Vice President

¹ For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

BIDDER: Andrew M. Jordan Inc. DBA A&B Construction

PROPOSAL FOR PW 11-19-55

5-1 BID SCHEDULE FOR ALAMEDA POINT REUSE AREA REPLACEMENT INFRASTRUCTURE

TO: CITY COUNCIL, CITY OF ALAMEDA, CALIFORNIA

The undersigned Bidder declares that Bidder carefully examined the Project Manual, and is satisfied as to the field conditions the Bidder will encounter. The Bidder proposes to furnish all materials, labor and equipment and to do all Work required to complete the Work in accordance with the Project Manual, for the prices set forth in the following schedule (including all applicable taxes):

Bid Item	Description	Unit of Measure	Quantity	Unit Price	Total Price
	GENERAL		—	—	—
1	Mobilization / Demobilization	LS	1	2,500,000 \$	
2	Stormwater Pollution Prevention Plan (SWPPP) Preparation	LS	1	72,000 \$	72,000 \$
3	Erosion Control Installation and Maintenance	LS	1	116,910	116,910 \$
4	Traffic Control / Maintaining Traffic	LS	1	300,000.	
5	Construction Phasing and Scheduling Plan	LS	1	10,000.	\$
6	Web-Based Project Document Platform	LS	1	15,000.	\$
7	Health and Safety Plan	LS	1	50,000	\$
8	Shoring & Dewatering	LS	1	1,209,230.	\$
9	Construction Surveying & Staking	LS	1	175,000	\$
10	Advance Potholing and Existing Utility Investigation	LS	1	215,000	\$
			—	—	—
	PHASE 1		—	—	—
	Demolition		—	—	—
11	Site Clearing	LS	1	50,025.	50,025 \$
12	Demolish Existing Pavement and Concrete	SF	300,000	2	600,000 \$
13	Remove Existing Utility Pipelines and Appurtenances	LF	8,115	139	1,127,234 \$

BIDDER: Andrew M. Jordan Inc. DBA A&B Construction

PROPOSAL FOR PW 11-19-55

14	Slurry Fill Existing Utilities	LF	1,000	62	\$61,500.
15	Existing Water System Isolation	EA	56	2564	\$148,600.
16	Remove Existing Utility Structures	EA	18	1591	\$28,640.
17	Abandon Existing Utility Structures in Place	EA	23	1881	\$43,274.
18	Remove Existing Catch Basin & Collar Connect Existing Pipes	EA	3	2975	\$8925.
19	Remove Existing Steam Pipe Facilities	LF	1,040	236	\$245,956.
20	Abandon Existing Steam Facilities in Place	LF	650	97	\$63,001.
21	Demolish Existing Railroad Lines	LF	160	197	\$31,575.
			—	—	—
	Sanitary Sewer		—	—	—
22	8" Sanitary Sewer Pipeline	LF	2,272	242	\$550,079.
23	Sanitary Sewer Manholes	EA	8	18754	\$150,083
24	Sanitary Sewer Manholes on Existing Pipeline	EA	4	18754	\$75,006
25	Sanitary Sewer Laterals & Connection to Existing Lateral	EA	4	12749	\$90,997.
26	Intercept Existing Laterals & Connect to New Manhole	EA	3	11,049	\$33,146.
27	Interim Sewage Bypass Pumping	LS	1	47,964	*
28	Adjust Manhole Rims to Grade	EA	2	2500	\$5,000.
			—	—	—
	Storm Drain		—	—	—
29	12" Storm Drain Pipeline	LF	709	223	\$158,045
30	15" Storm Drain Pipeline	LF	25	374	\$9338.
31	18" Storm Drain Pipeline	LF	863	236	\$204,006
32	24" Storm Drain Pipeline	LF	1,842	295	\$549,956.
33	30" Storm Drain Pipeline	LF	1,410	338	\$475,982.
34	36" Storm Drain Pipeline	LF	164	416	\$68,259.
35	48" Storm Drain Pipeline	LF	186	696	*
36	1.5'x1.5' Field Inlets	EA	36	3877	*

BIDDER: Andrew M. Jordan Inc. DBA A&B Construction

PROPOSAL FOR PW 11-19-55

37	2'x2' Field Inlets	EA	4	4887	+
38	2.5'x2.5' Field Inlets	EA	2	7105	+
39	Trench Drain	LF	250	461	+
40	Storm Drain Manholes – City Standard	EA	25	11903	+
41	Storm Drain Manholes – City Standard Box	EA	6	16279	+
42	One-Lift Sump Pump Manhole System	LS	1	28372	+
43	Trash Capture Devices	EA	42	1323	+
44	Connect to Existing Pipeline – Collar Connection	EA	3	13511	+
			—	—	—
	Water		—	—	—
45	8" Water Pipe Installation	LF	2,320	157	+
46	12" Water Pipe Installation	LF	3,688	168	+
47	16" Water Pipe Installation	LF	3,262	203	+
48	8" Master Meter Connections to Existing City Domestic Pipelines	EA	4	13131	+
49	Remove Back-Tie of Existing City Domestic to City Dedicated Fire System	EA	1	20723	+
50	Fire Hydrant Installation	EA	20	8463	+
51	Service Trenching and Backfill for EBMUD Service Installations	LF	923	99	+
52	City Domestic Service Pipeline and Connection	LF	1,880	181	+
53	Domestic Backflow Devices – 2" & Under	EA	12	8519	+
54	City Fire Service Pipeline and Connection – 6" Service Line	LF	30	709	+
55	City Fire Service Pipeline and Connection – 8" Service Line	LF	872	222	+
56	City Fire Service Pipeline and Connection – 10" Service Line	LF	74	510	+

BIDDER: Andrew M. Jordan Inc. DBA A&B Construction

PROPOSAL FOR PW 11-19-55

57	Fire Backflow Devices – 6" Service Line	EA	1	25,923.	\$
58	Fire Backflow Devices – 8" Service Line	EA	7	24,707	\$
59	Fire Backflow Devices – 10" Service Line	EA	1	40,673	\$
			—	—	—
	Street Lighting		—	—	—
60	Remove Existing Street Lights, Wires and Conduits	LS	1	34,800	\$
61	Install Street Light Conduits, Boxes, and Wiring	LS	1	271,292.	\$
62	Install Service Pedestals	EA	7	10,925.	\$
63	Install Street Lights	EA	54	14,662.	\$
			—	—	—
	Joint Trench		—	—	—
	<u>Trenching and Backfill</u>		—	—	—
64	60" x 63" s/w 81" paved – Section A4	LF	1,675	220	\$
65	60" x 63" s/w 81" paved – Section A8	LF	14	220	\$
66	60" x 56" s/w 62" paved – Section A9	LF	487	220	\$
67	60" x 56" s/w 62" paved – Section A10	LF	11	230	\$
68	48" x 63" s/w 81" paved – Section D2	LF	115	220.	\$
69	18" x 49" s/w 55" paved – Section F3	LF	92	207	\$
70	40" x 56" s/w 62" paved – Section F8	LF	78	220	\$
71	18" x 49" s/w 55" paved – Section H1	LF	76	214	\$
72	24" x 30" s/w 36" paved – Section H2	LF	124	176	\$
73	12" x 30" s/w 36" paved – Section	LF	397	141	\$

BIDDER: Andrew M. Jordan Inc. DBA A&B Construction

PROPOSAL FOR PW 11-19-55

	H3				
74	24" x 49" s/w 55" paved – Section H8	LF	171	164	†
75	24" x 52" s/w 58" paved – Section I1	LF	31	277	†
76	24" x 52" s/w 58" paved – Section I3	LF	42	241	†
77	24" x 48" s/w 54" paved – Section K1	LF	33	269	†
78	24" x 52" s/w 58" paved – Section L1	LF	59	221	†
79	18" x 31" s/w 37" paved – Section T1	LF	402	136	†
80	18" x 31" s/w 37" paved – Section U1	LF	640	132	†
81	24" x 52" s/w 58" paved – Section U3	LF	84	190	†
82	12" x 31" s/w 37" paved – Section V1	LF	178	149	†
83	12" x 30" s/w 36" paved – Section W1	LF	361	151	†
84	12" x 22" s/w 40" paved – Section W1	LF	4,067	70	†
85	12" x 31" s/w 37" paved – Section X1	LF	44	227	†
86	12" x 31" s/w 37" paved – Section X2	LF	54	223	†
	<u>Vaults / Splice Boxes</u> <u>(Excavations)</u>				
87	3'x5'x3'6" – Primary Vault (IVT)	EA	9	1169	†
88	3'x5'x3'6" – Primary Vault (FVT)	EA	5	1169	†
89	24"x36" – Sec. Box (IVT)	EA	8	914	†
90	30"x48" – Sec. Box (IVT)	EA	3	541	†
91	30"x48" – Sec. Box (FVT)	EA	1	970	†
92	4'6"X8'6"X6' – Trunk Vault (FVT)	EA	3	1562	†
93	60"x105" Pad – Switch Pad	EA	1	1698	†

BIDDER: Andrew M. Jordan Inc. DBA A&B Construction

PROPOSAL FOR PW 11-19-55

94	60"x84" Pad – Transformer Pad	EA	1	1624	#
95	30"x48"x36" – Fiber Box	EA	3	1114	#
96	3'x5'x3'6" – Fiber Box	EA	1	1169	#
97	24"x36" (B40) – Comm. Box	EA	7	914	#
98	30"x48"x36" – Fiber Box	EA	7	1114	#
99	3'x5'x4' – Comm. Vault	EA	10	1183	#
100	24"x36"x30" – Comm. Box	EA	6	903	#
	<u>Vaults / Splice Boxes (Supply and Install)</u>		—	—	—
101	3'x5'x3'6" – Primary Vault (IVT)	EA	9	4974	#
102	3'x5'x3'6" – Primary Vault (FVT)	EA	5	7495	#
103	24"x36" – Sec. Box (IVT)	EA	8	601	#
104	30"x48" – Sec. Box (IVT)	EA	3	606	#
105	30"x48" – Sec. Box (FVT)	EA	1	3578	#
106	4'6"X8'6"X6' – Trunk Vault (FVT)	EA	3	13342	#
107	60"x105" Pad – Switch Pad	EA	1	854	#
108	60"x84" Pad – Transformer Pad	EA	1	1044	#
109	30"x48"x36" – Fiber Box	EA	3	545	#
110	3'x5'x3'6" – Fiber Box	EA	1	5389	#
111	24"x36" (B40)* - Comm. Box.	EA	6	1700	#
112	24"x36" (B40) FVT* - Comm. Box	EA	1	5850	#
113	30"x48"x36" – Fiber Box	EA	7	5850	#
114	3'x5'x4' – Comm. Vault	EA	10	4583	#
115	24"x36"x30" – Comm. Box	EA	6	1900	#
	<u>Install Joint Trench Conduits</u>		—	—	—
116	4" Conduit – AMP Electric	LF	7,086	16	#
117	5" Conduit – AMP Electric	LF	7,039	21	#
118	6" Conduit – AMP Electric	LF	26	26	#
119	2" Conduit – AMP Fiber	LF	15	14	#
120	4" Conduit – AMP Fiber	LF	4,975	17	#
121	4" Conduit – AT&T	LF	10,520	17	#
122	2" Conduit – Comcast	LF	7,797	14	#

BIDDER: Andrew M. Jordan Inc. DBA A&B Construction

PROPOSAL FOR PW 11-19-55

123	4" Conduit – Comcast	LF	39	44	†
124	2" Conduit – Alameda City Fiber	LF	5,850	9	†
125	Trenching and Backfill Gas System	LS	1	238,154	†
126	Install Electric System	LS	1	70,200	†
127	Joint Trench System Completions	LS	1	118,380	†
128	Pan Am Electrical Completion	LS	1	25,800	†
			—	—	—
	Street Work		—	—	—
129	Finish Grading	LS	1	332,000	†
130	Hot Mix Asphalt	TN	4,883	168	†
131	Class II Aggregate Base Rock	CY	6,350	69	†
132	Vertical Curb & Gutter	LF	5,686	42	†
133	Flush Curb and Gutter	LF	675	42	†
134	Retaining Curb & Gutter at Bio-Basin	LF	1,500	300,000	†
135	Vertical Curb	LF	2,842	40	†
136	3" Mountable Curb	LF	447	45	†
137	2" Bevel Curb	LF	4,013	30	†
138	Flush Curb	LF	744	30	†
139	Reverse Sidewalk Drain	EA	3	550	†
140	Asphalt Concrete Dike	LF	318	57	†
141	Valley Gutter	LF	238	56	†
142	Concrete Sidewalk	SF	56,555	14	†
143	Bikeway Paving (HMA)	TN	670	201	†
144	Bikeway Paving (AB)	CY	1,100	95	†
145	Bikeway Concrete Paving (4" PCC on 4" AB)	SF	4,860	10	†
146	Bio-Basins	SF	7,304	60	†
147	Concrete Driveways	SF	11,770	14	†
148	Conforms to Existing Conditions	SF	15,400	10	†
149	Lower / Replace Existing Utility Vaults	EA	12	11760	†

BIDDER: Andrew M. Jordan Inc. DBA A&B Construction

PROPOSAL FOR PW 11-19-55

150	Raise / Adjust Existing Utility Vaults to Grade	EA	38	1220	†
151	Trenching Repair Existing Pavement / Concrete	LF	8,050	20	†
152	Bus Shelter	EA	1	12,000	†
153	Retaining Wall with Safety Fence	LF	158	102	†
154	Signing and Striping	LS	1	176,000	†
155	2" Asphalt Cement Overlay in City Parking Lot	SF	42,000	5	†
156	Re-Striping City Parking Lots	LS	1	31,000	†
157	Bollards	EA	21	1557	†
			-	-	-
	Landscape & Irrigation		-	-	-
158	Pot	EA	18	2520	†
159	Drain Box w/ Grate	EA	18	270	
160	Soil Prep	SF	40,000	1	
161	Import Soil	CY	2,444	130	
162	Shrubs - 1 gal	EA	6,608	19	
163	Shrubs -5 gal	EA	483	54	
164	Trees - 24" Box	EA	78	876	
165	Chipped Mulch w/ Sheet Mulch - 3" Depth	SF	32,500	2	
166	Plant Establishment Period	LS	1	25,200	
167	Root Barriers	LF	1,560	15	
168	Irrigation System - Laterals, Bubblers, Spray, Drip System	LS	1	493,427.	
169	Booster Pump Assembly	EA	1	43,170.	
170	Controller	EA	1	27,872.	
171	2" Backflow Preventer	EA	1	6,480.	
172	PVC Sleeves - 6"	LF	3,050	26	
			-	-	-

BIDDER: Andrew M. Jordan Inc. DBA A&B Construction

PROPOSAL FOR PW 11-19-55

	PHASE 2			—	—	—
	Demolition			—	—	—
173	Site Clearing	LS	1		17,350.	
174	Remove Existing Utility Pipelines and Appurtenances	LF	180		119.	
175	Slurry Fill Existing Utilities	LF	500		70	
176	Concrete Plug Abandoned Utilities	EA	56		1,550.	
177	Remove Existing Fire Hydrant	EA	18		3,175.	
178	Existing Water System Isolation	EA	45		1,928	
				—	—	—
	Water			—	—	—
179	8" Water Pipe Installation	LF	1,005		157	
180	12" Water Pipe Installation	LF	2,405		168	
181	16" Water Pipe Installation	LF	2,873		203	
182	8" Master Meter Connections to Existing City Domestic Pipelines	EA	1		15,383.	
183	10" Master Meter Connections to Existing City Domestic Pipelines	EA	1		15,383.	
184	Fire Hydrant Installation	EA	16		7,240.	
185	EMBUD Clean Corridor	LF	40		822	
186	Service Trenching and Backfill for EBMUD Services – 2" & Under	LF	260		123	
187	City Domestic Service Pipeline and Connection – 2" & Under	LF	2,834		97	
188	City Domestic Service Pipeline and Connection – 8" (to Runway)	LF	275		172	
189	Domestic Backflow Devices – 2" & Under	EA	14		7,233.	
190	Fire Service Trenching and Backfill – 6" to 10" Services	LF	330		203	
191	City Fire Service Pipeline and Connection – 6" Service Line	LF	355		134	
192	City Fire Service Pipeline and Connection – 8" Service Line	LF	1,048		179.	
193	City Fire Service Pipeline and	LF	1,207		208	

BIDDER: Andrew M. Jordan Inc. DBA A&B Construction

PROPOSAL FOR PW 11-19-55

	Connection – 10” Service Line		—	—	—
194	City Fire Service Pipeline and Connection – 12” Service Line (Bldg 22)	LF	320	245	
195	City Fire Service Pipeline and Connection – 16” Service Line (Bldg 22)	LF	330	389	
196	Fire Backflow Devices – 6” Service Line	EA	1	22613.	
197	Fire Backflow Devices – 8” Service Line	EA	7	23494.	
198	Fire Backflow Devices – 10” Service Line	EA	5	28966.	
			—	—	—
	Street Work		—	—	—
199	Trenching Repair Existing Pavement / Concrete	LF	13,789	65	
200	Bollards	EA	83	1557	
201	Restriping	LS	1	31,909.	
	Total Bid	\$	—	—	

\$28438.437.

Entire Work. Bids are required for the entire Work, including the alternative bid items if any. The amount of the bid for the purposes of the award will be the total of the amount of all the base bid items. The City will determine which additional alternate(s), if any, will be awarded. All items are based on an “in place” condition.

Item price and total. The Bidder shall set forth for each unit basis item of Work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the “total” column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

Discrepancies. In the case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail. However, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the “total” column, then the amount set forth in the “total” column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

BIDDER: Andrew M. Jordan Inc. DBA A&B Construction

PROPOSAL FOR PW 11-19-55

Quantities. The foregoing quantities are approximate only, being given as a basis for the comparison of bids. The City does not, expressly or by implication, agree that the actual amount of Work will correspond with the quantities, but reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit any portion(s) (this includes complete base bid items) of the Work, as the Engineer deems necessary or advisable, at the contract price. Price negotiations on the contract prices are optional if the actual amount of Work is different from the above estimates by 25% or greater.

BIDDER: Andrew M. Jordan Inc. DBA A&B Construction

PROPOSAL FOR PW 11-19-55

5-2 PROPOSED SUBCONTRACTOR FORM

A subcontractor is any entity, not a direct employee of the prime Contractor, which performs any work on the Project in excess of one half of one percent (.5%) of the prime Contractor's total bid. The Bidder is required to state the name, location of the place of business, and the California contractor license number per California PCC section 4104, of each subcontractor and the work which each subcontractor will perform. The Bidder hereby submits a list of subcontractors whom the Bidder proposes to employ on the work with the proper firm name and business contact information, work and value of each. If no subcontractors, sign form with none listed and include form with Bid Proposal.

SUBCONTRACTOR'S NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK/CONTRACT BID ITEM	DIR NO.
Rain for Rent	904992	1301 East Spring Street Long Beach, CA 90806	Dewatering AM	1000007030
R.EMAHER, INC.	514236	4545 Hess Drive American Canyon, CA 94503	Concrete 39, 132, 133, 134, 135, 136, 137, 138, 139, 141, 142, 145, 147, 148	1000003201
Radman Electric	102116	25013 Whitman St. #155 Hayward, CA 94544	Electrical 42 Partial, 60, 61 Partial, 62, 63, 126, 127, 128	1000434752
Radius Earthwork Inc.	1059010	197 Hamilton Ave, Ste #204 Campbell, CA 95008	Paving & aggregate Base 130, 131, 143, 144, 155	1000517452
Green Growth	662718	P.O. Box 1275 Pleasanton, CA 94566	Landscape 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172	1000004803
Chrisp Company	374600	100000 43650 Osgood Rd. Fremont CA 94539	Striping 194, 196, 201	1000600306

(This form may be duplicated if necessary to list additional subcontractors)

Signed: Andrew Jordan
Andrew M. Jordan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA Inc .LIC #0726293. 160 West Santa Clara Street Suite 300 San Jose CA 95113	CONTACT NAME: PHONE (A/C, No, Ext): 408-973-9500 FAX (A/C, No): 408-257-2985 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Executive Risk Indemnity Inc</td> <td style="text-align: center;">35181</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER C: Westchester Fire Insurance Company</td> <td style="text-align: center;">10030</td> </tr> <tr> <td>INSURER D: Starr Indemnity & Liability Company</td> <td style="text-align: center;">38318</td> </tr> <tr> <td>INSURER E: Underwriters at Lloyd's London</td> <td style="text-align: center;">15792</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Executive Risk Indemnity Inc	35181	INSURER B: Federal Insurance Company	20281	INSURER C: Westchester Fire Insurance Company	10030	INSURER D: Starr Indemnity & Liability Company	38318	INSURER E: Underwriters at Lloyd's London	15792	INSURER F:	
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INSURER F:															
INSURED Andrew M. Jordan dba A & B Construction, Inc 1350 4th Street Berkley, CA 94710															

COVERAGES

CERTIFICATE NUMBER: 179232650

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	54309962	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible \$ 25,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	54309961	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D C B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		1000586357211 G71809687 002 9365-2720	6/1/2021 6/1/2021 6/1/2021	6/1/2022 6/1/2022 6/1/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	54309964	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E E	Contractors Pollution Professional Liability			CPP1016421 CPP1016421	6/1/2021 6/1/2021	6/1/2022 6/1/2022	Limit/Aggregate \$10,000,000 Limit/Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project No. 11-19-55 Alameda Point Adaptive Reuse Area Replacement Infrastructure Phase 1 and 2

Additional Insured (where required by written contract per attached forms): City, its City Council, boards, commissions, officials, employees, agents and volunteers; East Bay Municipal Utility District
 Project or Job #: A&B Job #22206

 DS
 LC

2/24/2022

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda Public Works 950 W Mall Square, Suite 110 Alameda CA 94501	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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POLICY NUMBER: 54309961

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED**A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
- (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.2. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

2. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance

applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5).(a) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

POLICY NUMBER: 54309961

COMMERCIAL AUTO
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Andrew M. Jordan dba A & B Construction, Inc</p> <p>Endorsement Effective Date: 06/01/2021</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT.</p>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

POLICY NUMBER: 54309962

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 54309962

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 54309962

COMMERCIAL GENERAL LIABILITY
10-02-2461 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

Location Of Covered Operations:

WHERE REQUIRED BY WRITTEN CONTRACT

ALL LOCATIONS

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

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought

8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to Coverage C.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.
"Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.
2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:

- a. Copyrighted "advertisement"; or
- b. Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

4. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
- (3) "Advertising injury" or "personal injury" offenses that take place through the Internet or similar electronic means of communication

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7- 08)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **06/01/2021** at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. **54309964** of the **Federal Insurance Company**
(NAME OF INSURANCE COMPANY)

issued to **Andrew M. Jordan dba A&B Construction, Inc**

Endorsement No.

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. The additional premium for the blanket waiver offered by this endorsement shall be **0.00** % of total California premium.

Schedule

Person or Organization

Job Description

WHERE REQUIRED BY WRITTEN CONTRACT.

ALL LOCATIONS AS REQUIRED BY WRITTEN CONTRACT.



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

2/17/2022

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 160 West Santa Clara Street Suite 300 San Jose, CA 95113		PHONE (A/C, No, Ext): 408-973-9500	COMPANY NAME AND ADDRESS Illinois Union Insurance Company 303 W Erie St Ste 310 Chicago, IL 60654	NAIC NO: 27960
FAX (A/C, No): 408-257-2985		E-MAIL ADDRESS:	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
License#: 0726293		CODE:		
AGENCY CUSTOMER ID #:		SUB CODE:		
NAMED INSURED AND ADDRESS Andrew M. Jordan dba A & B Construction, Inc. 1350 4th Street Berkeley CA 94710		LOAN NUMBER	POLICY NUMBER 111196226 001	
ADDITIONAL NAMED INSURED(S)		EFFECTIVE DATE 03/15/2022	EXPIRATION DATE 11/05/2023	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
		THIS REPLACES PRIOR EVIDENCE DATED: 2/16/2022		

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
 RE: Project No. 11-19-55 Alameda Point Adaptive Reuse Area Replacement Infrastructure Phase 1 and 2

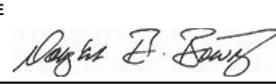
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	SPECIAL
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE:		\$ \$28,434,248		<input checked="" type="checkbox"/>	
					DED: \$10,000
<input type="checkbox"/> BUSINESS INCOME	<input type="checkbox"/> RENTAL VALUE		X		If YES, LIMIT: Actual Loss Sustained; # of months:
BLANKET COVERAGE			X		If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE		X			Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X		
IS DOMESTIC TERRORISM EXCLUDED?			X		
LIMITED FUNGUS COVERAGE		X			If YES, LIMIT: \$150,000 DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)				X	
REPLACEMENT COST		X			
AGREED VALUE		X			
COINSURANCE			X		If YES, %
EQUIPMENT BREAKDOWN (If Applicable)				X	If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		X			If YES, LIMIT: Incl DED:
- Demolition Costs		X			If YES, LIMIT: \$1,000,000 DED:
- Incr. Cost of Construction		X			If YES, LIMIT: \$1,000,000 DED:
EARTH MOVEMENT (If Applicable)		X			If YES, LIMIT: \$1,412,712 DED:
FLOOD (If Applicable)		X			If YES, LIMIT: \$10,000,000 DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			X		If YES, LIMIT: DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			X		If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		X			

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

<input type="checkbox"/> CONTRACT OF SALE <input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS City of Alameda Public Works 950 W Mall Square, Suite 110 Alameda, CA 94501		AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.		NAMED INSURED Andrew M. Jordan dba A & B Construction, Inc. 1350 4th Street Berkeley CA 94710	
POLICY NUMBER 111196226 001		EFFECTIVE DATE: 03/15/2022	
CARRIER Illinois Union Insurance Company	NAIC CODE 27960		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 28 **FORM TITLE:** EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

REMARKS:

Earth Movement - \$1,412,712 Limit, Deductible 2.5% Min \$100,000
Flood - \$10,000,000Limit, Deductible 5% Min \$500,000
Mortgagee/Loss Payee: City, its City Council, boards, commissions, officials, employees, agents and volunteers