

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 2016, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and **COASTLAND**, a California corporation whose address is **1400 NEOTOMAS AVENUE, SANTA ROSA, CA 95405**, (the "**Provider**"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of construction management and inspection services for the Lagoon Seawall Trunk Sewer Replacement Project, No. P.W. 01-12-03. City staff issued a Request for Proposal on February 16, 2016 and on March 7, 2016, opened seven timely submitted proposals. Staff reviewed the proposals and selected the service provider that best meets the City’s needs.
- C. Provider 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 Provider desire to enter into an agreement for Construction Management and Inspection Services for the Lagoon Seawall Trunk Sewer Replacement Project, No. P.W. 01-12-03, upon the terms and conditions herein.

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

1. TERM:

The term of this Agreement shall commence on the 19th day of April 2016, and shall terminate on the 31st day of December 2016, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. The City is not awarding the optional tasks at this time. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. Total compensation under this contract shall not exceed \$208,985, which includes a 10 percent contingency (\$18,999). Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

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

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

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

10. INSURANCE:

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

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

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

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

(3) Automotive:

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

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

or

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

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the amount of at least \$1,000,000.

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

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

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D. ADDITIONAL INSURED:

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

E. SUFFICIENCY OF INSURANCE:

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

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

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

13. APPROVAL OF SUB-PROVIDERS:

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

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

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

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

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

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

17. NOTICES:

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

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

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

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

City of Alameda
Public Works Department
950 West Mall Square
Alameda, CA 94501
ATTENTION: Erin Smith, Acting Deputy Director of Public Works
Ph: (510) 747-7938 / Email: esmith@alamedaca.gov

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

Coastland
1400 Neotomas Avenue
Santa Rosa, CA 95405

ATTENTION: Mike Janet, Construction Services Manager
Ph: (707) 636-7005

18. SAFETY:

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

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

19. TERMINATION:

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

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

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

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees,

all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

22. CONFLICT OF LAW:

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

23. WAIVER:

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

24. INTEGRATED CONTRACT:

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

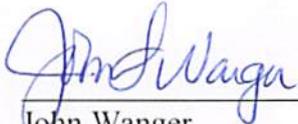
25. CAPTIONS:

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

Signatures on next page

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

COASTLAND
A California Corporation



John Wanger
Chief Executive Officer

CITY OF ALAMEDA
A Municipal Corporation

Jill Keimach
City Manager



Paul Wade
Chief Financial Officer

RECOMMENDED FOR APPROVAL



Liam Garland
Acting Public Works Director

APPROVED AS TO FORM:
City Attorney



Andrico Q. Penick
Assistant City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

SAMPLE

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

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

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

PRIMARY INSURANCE:
IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:
IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:
IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

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

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

SAMPLE

Name of Person or Organization:
 City of Alameda
 Public Works Department
 950 West Mall Square, Room 110
 Alameda, CA 94501-7558

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

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

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SCOPE OF WORK

Based on our understanding of the City's needs, our proposed scope of services is as follows. We have also included a list of optional services that can be used at the City's preference.

Task No. 1 – Pre-Construction Meeting

Immediately following the award of the construction contract, our Construction Manager will schedule and administer the pre-construction meeting. During this meeting, we will establish lines of communication and decision making roles with all project stakeholders. We will also discuss safety requirements, responsibilities of the project team members, working hours, quality control procedures, submittal requirements, project schedule, change order and potential claim procedures, and safety procedures.

Coastland will be responsible for generating pre-construction meeting invitations including the meeting agenda. Agenda items include lines of communication, public relations, safety, submittals, change procedures, payments, progress schedules, contract time, requests for information (RFI), and other applicable items. Coastland will prepare and distribute meeting minutes to all parties.

Following the pre-construction meeting, Coastland will continue to work with the City teams, the Design Engineer, the public and Contractor to ensure that all project issues are addressed promptly and that the City's best interests are considered at all times.

As we have done in the past, we will go door to door throughout the neighborhood and introduce our inspection and management team.

Task No. 2 – Pre-Construction Site Visit and Documentation

Coastland's Inspector will take pre-construction digital photos of the construction site with special attention given to sensitive areas including all property affected by and adjacent to the project area. Documenting the site prior to construction will help mitigate possible disputes between the City, Contractor and property owners within or adjacent to the project limits. These photos will be logged and filed with the project files.

Task No. 3 – Project Start-Up

Coastland will assemble project files in accordance with the City's standard format for administration. Coastland utilizes electronic templates that are customizable to each client. We also keep a log of submittals, RFI's, Change Orders, Daily Extra Work Reports, Pay Estimates, and stakeholder/resident communication that ensure project information is organized and easy to track. This organization also allows us to identify any trends or outstanding items quickly so critical issues are addressed in a timely manner and the project stays on budget and on schedule.

Coastland will also meet with City staff prior to construction for an internal "kick-off" meeting. At this meeting we will review the project status, anticipated sequence of construction, and any constraints or special circumstances that need to be addressed in order to complete the project successfully. This is also a great opportunity for our construction Inspector to meet with City



inspection staff to review the work and ensure we understand the nuances of construction and maintenance for the City's overall infrastructure.

Task No. 4 - Daily Field Inspections and Documentation

A critical aspect of our services is maintaining close communication with City staff to ensure scheduling goals are met. To help maintain close communication, Coastland's Inspector will be accessible to the City at all times at the project site and through the use of email and cellular phone. Coastland's on-site Inspector will examine all construction activities to ensure that the contract work adheres to the contract documents, City Standards and the established schedule.

Coastland will maintain records and provide documentation of the work in the form of daily reports, weekly summary of construction activities, deficiency lists, and progress photographs of construction activities. Daily reports will describe the contractor's level of effort, specific work being done, started, or finished, and relevant points raised by the contractor that may require consideration and response. Monthly summary reports will include project milestones, such as start-up and completion, and will include any problems, questions, changes and delays in progress. We also document proposed change orders and claims, important conversations, safety issues or accidents, extra work in progress, materials testing performed, information for "as-built" drawings, quantities for progress payments, environmental concerns and hazardous materials. Coastland's Inspector will also attend progress meetings, review submittals for familiarity with approved materials, and assist with RFI and Change Order reviews as required.

Coastland will provide digital photos of construction activities, progress, and areas of concern or interest. Photos will be compiled on CD's and will identify the date of each photo. Photos will be maintained through the duration of the project to assure continuity from one week to the next, and will be submitted to the City at the close of the project.

Coastland will continually review the specifications and plans to ensure the work is of good quality and meets the requirements of the contract documents. Coastland will immediately report any deviation from the approved contract documents.

Our Inspector will identify actual and potential problems and provide solutions. We will maintain daily documentation and resolve issues by proposing field changes and avoid any delays.

Our Inspector will review the Contractor's traffic control plan to make certain that emergency access is maintained at all times during construction.

Coastland's Inspector will be on-site full time for a period of 120 working days, or less, if project is completed earlier than estimated. Coastland does not bill the City for travel time to and from the job site for a normal 8 hour shift.

Task No. 5 – Progress Meetings

Coastland will conduct progress meetings as required to focus on completed and upcoming work, any construction delays, updating the schedule, proposed changes, change orders, contractor's questions, public relations, safety and other concerns that are identified by a project team member. We will work to foster honest, open communication at these meetings which will help in timely resolution of any disputes and/or potential claims.



Task No. 6 – Status Reports and Documentation

It is important to keep the City informed regarding progress of the work and costs of the project. We will keep the City informed and document all construction issues with the following:

- ▣ Daily Inspection Reports
- ▣ Weekly Statement of Working Days
- ▣ Progress Meeting Minutes
- ▣ Monthly Status Report summarizing expenses and budgets to date
- ▣ Regular phone calls and e-mails

Task No. 7 – Construction Management

Our goal is to ensure that construction and contract administration are performed in compliance with City requirements and the project plans and specifications. To accomplish this goal, our Construction Manager will manage the day-to-day construction activities with the contractor and serve as a liaison with the City. The Construction Manager will be responsible for keeping the City informed of the progress of the project, changes that may be needed, pay estimate input and releasing information to the public. In addition, our Construction Manager will complete all contract administration documentation in a timely, accurate and orderly fashion.

Task No. 8 – Cost and Schedule Management

Coastland will continually review the construction progress and perform field measurements and quantity calculations. Each month, Coastland will provide accurate calculations for all work items completed and accepted to provide progress payment recommendations to the City. Coastland will review the contractor's progress pay estimate request and schedule of values to assess if they are reasonable, and will compare this to the field measurements and quantity calculations. Coastland will continually monitor project costs and keep the City informed on a regular basis.

Coastland will review the contractor's construction schedule for accuracy, reasonableness, and will verify that it meets the project schedule, order of work, and contract requirements. Progress schedules will be reviewed bi-weekly to ensure the contractor is meeting the critical dates. If they fail to meet critical dates, it will immediately be brought to their attention and remedies to get back on schedule will be accomplished. Schedule updates may be required once a month or more. We will negotiate any time extensions for the contractor due to change orders, weather, or other delays.

Task No. 9 - Public Relations and Outreach

For this project, Coastland will establish a public relations program to address any questions and concerns from affected property owners. We propose to hold a community meeting prior to the start of construction, where we invite residents to come and learn about the project and give them a face-to-face with our team. This approach has proven very successful as it allows community members to better understand the purpose of the project and how it will impact their lives during construction. At this meeting, we will also hand out contact information for our team as well as answer questions and meet with individuals having specific concerns. During construction, Coastland will work with the City to prepare and distribute public notifications to all affected property owners. An initial written notice will be provided in advance of construction and will describe the overall project as well as give information regarding the community



meeting. The second notice will be sent out after the contractor has submitted the anticipated overall construction schedule. Coastland will respond to calls promptly and log any complaints in a timely manner. Our on-site Inspector will also make an effort to meet with the affected residents face-to-face.

It is very important that Coastland's Construction Manager and Inspector be readily accessible to the public during construction. Coastland's Construction Manager will maintain a contact phone number available to the public seven days a week, 24 hours per day. We will also respond quickly in writing to letters received from the public. Coastland will be the lead on this project on behalf of City so that the City staff does not have to spend a lot of time on this project.

Task No. 10 – Post-Construction Meeting

Following completion of the work, Coastland will attend the post-construction meeting. The meeting will help document all requirements necessary for final closeout and payment, and confirm all contract obligations have been met. Recommendations for improvement will be made and incorporated into future projects. The results of the meeting will be summarized in meeting minutes.

Task No. 11 – Project Closeout

Coastland will verify completion of punch list items, provide the City with the Notice of Completion for signature and recordation, prepare recommendations for final acceptance of the project, provide red-lined drawings of as-built conditions for the Engineer's use in creating record drawings, prepare and recommend final payment, and transmit all construction documentation to the City. At the completion of the project, we will provide the City with the following:

- ▣ All contract files and records (hard & electronic files)
- ▣ Annotated journal of photos and CD of digital photos

OPTIONAL TASKS

The following work may be included in our scope of services at the option of the City:

Task No. 12 – Overtime Inspection

Overtime inspection as required based on contractor schedule and overall project needs. Overtime inspection would only be used at the discretion of the City. For the purpose of this estimate only, we have estimated an average of 2 hours per week for overtime inspection to cover longer shifts worked by the contractor for activities such as trench paving or work on private property during prescriptive hours based on prior experience.

Task No. 13 – Submittal Management

Coastland will coordinate all submittals and monitor the status of the submittals to assure the contractor provides timely response. At the pre-construction conference, we will provide the contractor with a log of all required submittals and due dates. Submittals will be stamped, logged and distributed to the designer for complete review and approval. Submittals will be filed numerically and approved copies will be distributed to the City, project members, and the contractor.



Task No. 14 – Requests for Information

Coastland will receive and log all Requests for Information (RFI's) from the contractor, and forward the RFI to the designer, when applicable. Coastland will track the status of all RFI's by generating a weekly RFI log that lists the "Ball-in-court" status, description, and if an RFI results in a potential change order.

Task No. 15 – Change Order Management

In the event that a change order is required, Coastland will negotiate the changes with the contractor and prepare documentation. All changes will be approved by the contractor, Coastland and the City prior to starting work on the change. With the City's approval, Coastland can negotiate with the contractor to produce the best construction method for the change at the lowest cost. If a change order requires input from the design engineer, our Construction Manager will coordinate with them to ensure it is reviewed.

A Change Order Log will be created that will show Change Order number, description, status, approved date, start and completion dates and cost.

Task No. 16 – Conflict Resolution and Claim Management

Our goal is to avoid all unnecessary claims and resolve conflicts during construction in order to minimize any additional costs and to reduce City staff involvement. The starting point for avoiding conflicts or notices of potential claims is a clear, biddable set of plans and specifications.

In order to be effective in conflict resolution, our Construction Manager will be intimately familiar with the project plans, specifications, the City Standards, and any nuances specific to the project. Coastland will maintain consistent inspection and thorough documentation of the contractor's field activities so that we know exactly what, when, where and why an issue or conflict occurred, and not have to rely on memory or the contractor's version of what happened.

These tasks help reduce the likelihood of change orders during construction or post-construction claims from the Contractor; however, if claims are filed at the completion of the project we will have the documentation to assist.

If we cannot negotiate a resolution of a dispute and receive a Notice of Potential Claim from the contractor, we will be ready to support the City's position. Coastland maintains accurate and thoroughly documented project information as backup for claim resolution. Coastland will continue negotiations while tracking and logging all correspondence, as-built progress schedules, and other backup documentation.

Task No. 17 – Utility Coordination

Coastland will work diligently to address any utility conflicts as they arise to ensure the project does not fall behind schedule. Our Inspector will relay field information to our Construction Manager so that the proper utilities, or the design engineer, are promptly notified of any existing conflicts. This helps the City resolve unknown issues as efficiently as possible while also minimizing any delay to the contractor.



OTHER OPTIONAL SERVICES

The following work is not included in our proposal. However, Coastland would be pleased to provide these services if the City desires:

- ▣ Materials testing
- ▣ Meetings beyond those noted above
- ▣ Other items not noted in our Scope of Services



WORK ESTIMATE

Lagoon Seawall Trunk Sewer Replacement	PROPOSAL FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES	City of Alameda
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	TASK INFORMATION	HOURS AND COST INFORMATION
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Task No. <small>(Coastland Code)</small>	Task Information	Principal-In-Charge	CM	Inspector	Inspector OT	Admin	Engineer Tech	Direct Costs	Total Hours	Total Costs	Comments
		\$145	\$140	\$118	\$177	\$80	\$120				
1	Pre-Construction Meeting	4	8	4					16	\$2,172	Agendas / conduct meeting / Meeting Minutes
2	Pre-Construction Site Visit & Documentation		8	8		2		\$ 200	18	\$2,424	Preconstruction photos and video
3	Project Start-Up	6	12	8		4			30	\$3,814	Meet with City / assemble project files
4	Daily Field Inspections & Documentation		48	960		24			1,032	\$121,920	Based on 120 working days, 8 hours / working day inspection
4b (702)	Environmental Inspection/Training								0	\$0	
5	Progress Meetings	12	48						60	\$8,460	Assume attendance @ 12 bi-weekly mtgs (CM & Inspector)
6	Status Reports & Documentation								0	\$0	Review progress/documentation
6	Status Reports and Documentation		24						24	\$3,360	Monthly Reports / Updates to City
7	Construction Management		120						120	\$16,800	Based on 24 weeks of construction, 5 hours / week general CM to address public concerns and coordination with contractor / inspector
8	Cost and Schedule Management		24						24	\$3,360	Based on 6 monthly payments & schedule updates
9	Public Relations & Outreach	8	20	16		4	8	\$300	356	\$7,428	Initial notices / community meeting / presentation exhibits and refreshments
10	Post-Construction Meeting	4	4	4					12	\$1,612	Meeting / Walk through
11	Project Closeout		12	8		8			28	\$3,264	Provide red-lined drawings / duplicate files / final invoicing
	Vehicle/Equipment expenses							\$15,372		\$15,372	1,098 hours x \$14/hr
	Total Hours	34	328	1,008	0	42	8		1,720		
	Subtotal	\$4,930	\$45,920	\$118,944	\$0	\$3,360	\$960	\$15,872		\$189,986	

	OPTIONAL SERVICES	
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12	Overtime Inspection				48				48	\$8,496	Assumes typical construction over time of 2 hours / week
13	Submittal Management		20			4			24	\$3,120	Based on 20 submittals
14	Requests For Information		20						20	\$2,800	Based on 10 RFI's
15	Change Order Management		20						20	\$2,800	Based on 5 change orders
16	Conflict Resolution & Claim Management*		8	8					16	\$2,064	*this is an estimate of potential claim resolution and may vary based on project needs
17	Utility Coordination		8	8					16	\$2,064	Coordination / spot inspection for unknown utilities and conflicts

NOTES: Coastland reserves the right to adjust estimated hours should the Contractor schedule additional crews or overtime work.

- 1 Based on 120 working days.
- 2 Based on full time inspection at 40 hours per week. Does not include overtime inspection
- 3 Based on part time construction management.
- 4 Review and approval of RFI's, change orders and submittals included as optional tasks.
- 5 Coastland does not charge for inspector travel time, assuming a standard 8 hour shift.

CERTIFICATE OF LIABILITY INSURANCE

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 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 Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Stefanie Nardelli	CONTACT NAME: Doris A. Chambers PHONE (A/C, No, Ext): 510 465-3090 E-MAIL ADDRESS: dchambers@dealeyrenton.com	FAX (A/C, No): 510 452-2193
	INSURER(S) AFFORDING COVERAGE	
INSURED Coastland Civil Engineering, Inc. 1400 Neotomas Avenue Santa Rosa, CA 95405	INSURER A: Sentinel Insurance Co. LTD	11000
	INSURER B: Hartford Ins. Co of Midwest	37478
	INSURER C: XL Specialty Insurance Co.	37885
	INSURER D: Hartford Accident & Indemnity	22357
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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	X	X	57SBWBG9489	09/01/2015	09/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	57UEGZC7163	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X	X	57SBWBG9489	09/01/2015	09/01/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			57WEGGG8117	09/01/2015	09/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
C	Professional Liability			DPR9725395	09/01/2015	09/01/2016	\$1,000,000 per Claim \$2,000,000 Annl Aggr.

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

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES
 REF: ALL OPERATIONS OF THE NAMED INSURED.

GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers.
 (See Attached Descriptions)

CITY OF ALAMEDA
 Risk Management
 Date: 4-6-16
 City Risk Manager

CERTIFICATE HOLDER City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501-0000	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. AUTHORIZED REPRESENTATIVE S. Nardelli, CPCU
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DESCRIPTIONS (Continued from Page 1)

The Umbrella/Excess Liability coverage is Following Form to the General Liability, Automobile Liability and Employers' Liability policies.

Insurance is primary per policy form.

Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation.

Insured: Coastland Civil Engineering, Inc.
Insurer: Sentinel Insurance Co. LTD
Policy Number: 57SBWBG9489
Policy Effective Date: 09/01/2015
Additional Insured:

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers.

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy 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 a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

CITY OF ALAMEDA
Risk Management

4-6-16

Date
Lucretia Akl, City Risk Manager

Insured: Coastland Civil Engineering, Inc.

Policy Number: 57WEGGG8117

Effective Date: 09/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

SCHEDULE CONTINUATION: City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers.

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-0000

CITY OF ALAMEDA
Risk Management
Date: 4-6-16
Lucretia Akli, City Risk Manager

Countersigned by Michelle Cis
Authorized Representative