

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (“Agreement”), entered into this ____ day of _____, 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter called “City”), and **ASBESTOS MANAGEMENT GROUP of CALIFORNIA, Inc.**, a California corporation whose address is 3438 Helen Street, Oakland, CA 94608 (hereinafter called “Contractor”), 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. On behalf of the City, PM Realty Group (PMRG) sent the request for proposal (RFP) out on October 7, 2015. The RFP was advertised in the Alameda Journal and the City’s website, provided to 21 Builders Exchanges throughout the Bay Area, and sent out to all the contractors on the Public Works listing. After a bidding period of 34 days, PMRG received 8 timely bids and picked the lowest, responsive and responsible bidder Asbestos Management Group.

C. City and Contractor desire to enter into an agreement for Alameda Point Demolition and Removal of sixteen (16) vacant residential buildings, in accordance with Specifications, Special Provisions and Plans, adopted therefor, (the “Work”), filed in the office of the City Clerk on October 6, 2015.

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

1. **Contract Time:**

The Contractor shall have sixty (60) consecutive Working Days from the date the work is to commence pursuant to the Notice to Proceed (the “Contract Time”) to diligently prosecute the work to completion.

Working Days are Monday-Friday, except holidays observed by the City of Alameda and non-working days as determined by the City.

Business Days are Monday-Thursday, except holidays observed by the City of Alameda.

Calendar Days are twenty-four hour days including all days of the week and holidays.

2. **Scope Of Work And Contract Documents:**

A. Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, and utilities (fuel, water, power, gas, communications, sanitary facilities and any other utilities necessary to carry on the operations of Contractor) except as otherwise

specified, and to do all work strictly in accordance with this Contract and the Contract Documents, which include only the following, each of which is incorporated into this CONTRACTOR AGREEMENT by this reference:

- Notice Inviting Bids
- Information for Bidders
- Specifications and Plans prepared by Vista Environmental Consulting, LLC and dated September 24, 2015 (“Specs and Plans”)
- Limited Pre-Demolition Asbestos and Lead Survey Report for Alameda Point prepared by Vista Environmental Consulting, LLC and dated September 24, 2015 (“Survey Report”)
- Payment and Performance Bonds
- Contractor’s Bid Form (Exhibit A).

B. In the event of a conflict between one Contract Document and any of the other Contract Documents, the provisions in the document highest in precedence shall be controlling. The order of precedence of the Contract Documents is as set forth below:

- Change orders issued pursuant to and in accordance with the Contract Documents.
- Contractor Agreement
- Specifications and Plans
- Limited Pre-Demolition Asbestos and Lead Survey Report for Alameda Point

With reference to the Plans the order of precedence is as follows:

- Figures govern over scaled dimensions
- Detail drawings govern over general drawings
- Addenda/Change Order plans govern over plans issued with the bidding documents
- Contract Drawings govern over Standard Details

C. Changes in the Work: Contractor shall make no changes in the Work (“Contract Modifications”) without written direction from the City. Contractor shall not be compensated for any change made without City’s written direction. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

(1) If the City directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:

- (a) Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;
- (b) By a combination of existing and new unit prices and related quantities for the changed work;

- (c) Time and Materials, calculated as set forth in section 3.E, below;
or
- (d) By mutual acceptance of a lump sum.

(2) If the City directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, the City will make a reasonable adjustment to the Contract Time.

(3) If Contractor believes that it is entitled to additional compensation or time for a Contract Modification, decision by Owner, or any other event, Contractor shall notify Owner, in writing, before performing the work or no later than five (5) Calendar Days after the event giving rise to the claim. Contractor shall promptly, and no later than thirty (30) Calendar Days from the event giving rise to the claim, deliver to Owner a statement of all claimed changes to the Contract Price and/or Contract Time. Contractor shall provide such documentation of the additional costs and time as Owner may reasonably request.

3. **Compensation To Contractor:**

A. City shall pay Contractor the sum of **\$547,000.00** for performance of work in accordance with Contract Documents (the "Contract Price"). The Contract Price may be changed only by written change order executed by the City in accordance with the terms of the Contract Documents. Unit prices, if applicable, are set forth in Contractor's bid, which is attached hereto as Exhibit "A" and incorporated herein by this reference. Payment will be made with checks drawn on the treasury of the City, to be taken from the Base Reuse 858-819099 fund.

B. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. City shall make payment within thirty (30) Calendar Days of receipt of application, less five percent retention. City shall release the retained funds (less any amounts in dispute or deducted for liquidated damages or other offsets) no less than thirty-five (35) Calendar Days after the date the City accepts the Work.

C. 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 60 Calendar 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. Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300.

D. The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

(1) **Labor:** Contractor will be paid cost of labor for workers used in actual and direct performance of extra work, including only :

(a) Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.

(b) Labor Surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined above, such as taxes and insurance. Labor surcharge shall not exceed that set forth in California Department of Transportation's Labor Surcharge and Equipment Rental Rate Book in effect on date upon which extra or changed work is performed, which schedule is incorporated herein by reference as though fully set forth herein.

(2) Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be actual cost, including sales tax and delivery charges, to purchaser (Contractor, Subcontractor or other forces), except as the following are applicable: (a) If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to the City notwithstanding fact that such discount may not have been taken. (b) For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials. (c) If City determines that cost of a material is excessive, then cost of material shall be deemed to be lowest reasonably available wholesale price at which material is available in quantities concerned delivered to Site, less any discounts described in (a), above.

(3) Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation's Labor Surcharge and Equipment Rental Rate Book which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.

(a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type.

(b) Cost of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by the City. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.

(c) Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools.

(4) Work Performed by Special Forces or Other Special Services: When the City and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item

may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. In lieu of overhead and profit provided in paragraph 5(a), below, fifteen percent (15%) will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

(5) Overhead and Profit

(a) The following constitutes charges that are deemed included in overhead for all Contract Modifications, including work performed on a Time and Materials basis. Contractor shall not invoice or receive payment for these costs separately: Drawings: field drawings, Shop Drawings, etc., including submissions of drawings; Routine field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; Computer services; Reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on-Site facilities (Offices, Telephones, Plumbing, Electrical Power, lighting; Platforms, Fencing, Water, Home office expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties.

(b) For extra or changed work Contractor performs at the City's direction, the following markups for overhead and profit will be added to the cost of labor, materials and equipment, calculated as described above.

- i. Overhead and profit on labor shall be fifteen percent (15%).
- ii. Overhead and profit on materials shall be fifteen percent (15%).
- iii. Overhead and profit on equipment rental shall be ten percent (10%).

(c) When work is performed by a first tier Subcontractor, Contractor shall receive a five percent (5%) markup on Subcontractor's total costs of extra work. First tier Subcontractor's markup on its Work shall not exceed fifteen percent (15%).

(d) When extra Work is performed by a lower tier Subcontractor, Contractor shall receive a total of five percent (5%) markup on the lower tier Subcontractor's total costs of extra work. Contractor and first tier Subcontractors and lower tier Subcontractors shall divide the fifteen percent (15%) markup as mutually agreed.

(e) Notwithstanding the foregoing, in no case shall the total markup on any extra work exceed twenty percent (20%) of the direct cost, notwithstanding the actual number of Contract tiers.

(f) On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.

(g) The markup shall include profit and home office overhead in addition to the items included in (5)(a) - "Overhead Defined," above. No markup will be allowed on taxes, insurance, and bonds.

4. **Time Is Of The Essence:**

A. Time is of the essence regarding the performance of this Agreement.

B. If the work is not completed within the Contract Time, 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. Therefore, Contractor will pay to the City the sum set forth in the Special Provisions per Calendar Day for each and every Calendar Day's delay beyond the expiration of the Contract Time until the work is finally complete; and the 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 the Contractor under the Agreement. The parties agree that this amount is a reasonable estimate of the damages the City will actually incur if the Project is not complete in the Contract Time.

C. 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 Contract Time, 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 it decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Contractor, its 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.

D. The 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 the Contractor shall, within three (3) Business Days from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

E. No claim, potential claim, dispute or controversy shall interfere with the progress and performance of the Work or any changes thereto, and Contractor shall proceed as directed by Owner in all instances with its Work, including any disputed Work, or any changes thereto and

that any failure of Contractor to comply herewith and to proceed with its work shall automatically be deemed a material breach of this Contract entitling Owner to all remedies available under this Contract and applicable law. Except as provided elsewhere in the Contract Documents, Owner shall continue to make payments in accordance with the Contract.

5. **Standard Of Care:**

Contractor agrees to perform the work in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City and have no contractual relationship with City.

6. **Independent Parties:**

City and Contractor intend that the relationship between them created by this Agreement is that of 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. 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 Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due 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 and hold City harmless from and against any loss, damage, liability, costs or expenses arising from Contractor's failure to comply with this provision.

8. **Non-Discrimination:**

A. Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Contractor or Contractor's employee on the basis of religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any person, will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

B. Contractor certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment

without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

C. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

D. Selection for training, including interns and apprentices.

Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this paragraph.

Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

In accordance with applicable state and federal law, Contractor shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated state and federal anti-discrimination laws shall constitute a finding by City that Contractor has violated the anti-discrimination provisions of Agreement.

The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

Contractor hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Contractor receiving Federal Financial Assistance. In addition, Contractor shall comply with the Uniform Federal Accessibility Standards, and Contractor, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

Contractor's attention is directed to laws, including but not limited to:

A. Civil Rights/Equal Opportunity

(1) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(2) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. Program Accessibility For Individuals With Disabilities

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(1) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Contractor shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(2) Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(3) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall

comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(4) In resolving any conflict between the accessibility standards cited in paragraphs (1), (2) and (3) above, the more stringent standard shall apply.

9. **Hold Harmless And Indemnity:**

A. The City of Alameda, its City Council, boards, commissions, officials, employees and volunteers shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of the City of Alameda's officers or employees.

B. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold harmless the City of Alameda, its City Council, boards, commissions, officials, employees and volunteers from all liability, penalties, costs, losses, damages, expenses, suits, actions, causes of action, claims or judgments, including attorney's fees and other defense costs, resulting from injury to or death sustained by any person (including Contractor's employees), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises from or is in any manner connected with this Agreement or the Project, regardless of the Contractor's fault or negligence, including any of the same resulting from City's alleged or actual negligent act or omission, or its agents', contractors' or employees'; except that this indemnity obligation shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of City, its officers, agents, or servants who are directly responsible to City. Contractor's indemnification obligations shall extend to claims asserted after termination of this Contract for whatever reason.

C. In addition to any remedy authorized by law or elsewhere in this Agreement, City may retain so much of the money due the Contractor under and by virtue of the contract as shall be considered necessary by the City, until disposition has been made of such suits or claims for damage.

10. **Insurance:**

A. At least 25 Calendar Days before the date the City Council considers the award of the contract, and before performing any work under this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification obligations, 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) Calendar Days' advance written notice to the City of

Alameda by certified mail, "Attention: Risk Manager." It is agreed that 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 that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

B. Coverage:

Contractor 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:	\$3,000,000 each occurrence
	\$3,000,000 aggregate - all other

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

If submitted, combined single limit policy with aggregate limits in the amounts of \$3,000,000 will be considered equivalent to the required minimum limits shown above. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor.

(3) Automotive:

Commercial automobile liability coverage in the following minimum limits:

Bodily injury:	\$2,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
or	
Combined Single Limit:	\$2,000,000 each occurrence

The automobile liability policy shall include or be endorsed (amended) to state that: (1) CITY , its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any

auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible;

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned).

(4) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of \$3,000,000 each occurrence.

(5) Builders Risk: Upon commencement of construction and with approval of City, Contractor shall obtain and maintain builder's risk insurance as follows:

The named insureds shall be Contractor, all Subcontractors (excluding those solely responsible for design work) of any tier, suppliers, and City, its elected and appointed officers, agents, officials, employees and volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to City to ensure adequacy and sublimits.

(6) Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the Work until Contractor has verified that all subcontractors maintain insurance meeting all requirements under this Section and provided evidence to City of such insurance until they have provided evidence satisfactory to CITY that the Subcontractors have secured all insurance required under this Section. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13. If requested by Contractor, City may approve different scopes or minimum limits of insurance for particular subcontractors.

C. Subrogation Waiver:

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing general and automotive liability

insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor or insurer may acquire against City by virtue of the payment of any loss under such insurance. Contractor shall provide evidence of this waiver by endorsement where required to make this waiver effective as to insurance companies. The insurer providing workers compensation insurance shall agree, using WC 00 03 13 or the exact equivalent, to waive all rights of subrogation against City, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insureds named in the Special Provisions for losses paid under the terms of the insurance policy which arise from work performed by the Contractor. By signing this agreement, Contractor hereby waives its own right of recovery against City or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

D. Failure To Secure:

If Contractor 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 Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for all costs of the insurance at the maximum rate permitted by law and computed from the date written notice is received that Contractor has not obtained insurance or that the insurance is not effective.

E. Additional Insured:

City, its City Council, boards and commissions, officers, and employees shall be named as additional insureds under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under a 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.

F. Sufficiency Of Insurance:

The insurance limits required by 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.

G. Available Limits:

Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

11. Bonds:

If the Contract Price is more than \$25,000, Contractor shall furnish a Faithful Performance Bond and Labor and Material Bond on the forms provided by City duly executed by a responsible corporate surety authorized to do business in the State of California and

acceptable to City. Each bond will be in the amount of 100% of the Contract Price and in form acceptable to City.

12. **Prohibition Against Transfers:**

A. 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 City. Any attempt to do so without City's consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Contractor.

B. 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. **Subcontractors:**

A. Unless prior written consent from City is obtained, only those subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement. Contractor shall comply with all requirements of Public Contract Code Section 4100 et seq. in changing or adding subcontractors.

B. 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.

C. No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code Sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

14. **Permits And Licenses:**

Contractor shall, at its sole expense, 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 hereunder.

15. **Ownership of Documents:**

Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement (“Documents”) shall be the exclusive property of City. Contractor shall deliver all Documents to the City promptly upon completion of the Project or within five (5) Calendar Days of a written request from 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 City. Contractor shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

16. **Records:**

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

B. Contractor’s records shall be in sufficient detail to permit an evaluation of all costs Contractor has incurred in performing the 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 City or its designees at all reasonable times, and gives City the right to examine, copy 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.

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

D. Pursuant to California Government Code Section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

17. **Notices:**

A. Unless specifically provided in the Contract Documents, Contractor shall have no right to an adjustment of the Contract Price or Contract Time unless Contractor gives written notice to the City of the event(s) giving rise to the adjustment request as provided within five (5) Business Days from the day the event starts. The notice shall contain a brief description of the event, including the names of the persons involved and the date, location and time at which it

occurred, and a statement that the Contractor believes it is entitled additional time or money. Failure to provide such notice to City shall constitute a waiver of the Contractor's right to receive additional time or money for work performed, costs incurred, or delays or time incurred, from the time of such event up until the City's receipt of such notice.

B. All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed to be received upon personal delivery to the addresses below; if sent by email, upon delivery; if sent by overnight delivery by a recognized overnight delivery service, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, three Business Days after deposit in the mail.

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

City of Alameda, 2263 Santa Clara Avenue, Room 120, Alameda, CA 94501
Attn: Nanette Mocanu, Assistant Community Development Director
Ph: (510) 747-6890 / Fax: (510) 523-1081
Email: nmocanu@alamedaca.gov

All notices, demands, requests, or approvals from City to Contractor shall be addressed to Contractor at the address set forth in the Special Provisions.

18. **Laws To Be Observed:**

The Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda 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.

19. **Prevailing Wages:**

A. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. and Section 2-67 of the Alameda Municipal Code (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. This Project is a "public work" project, as defined by the Prevailing Wage Laws, and Contractor shall fully comply with such Prevailing Wage Laws. Contractor's failure to comply with the Prevailing Wage Laws may constitute a default under the Agreement which would entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

B. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City's Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda. The

Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. The Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

C. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor of the United States. The Federal wage rates shall apply unless the State wage rates are higher, in which case Contractor shall pay the higher rate. The Federal Wage Rates applicable to the contract are those current within ten (10) Calendar Days of the bid due date.

D. The Contractor and all subcontractors shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

E. The Contractor and all subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

F. Pursuant to Labor Code § 1775, the Contractor shall as a penalty to the City, forfeit Two Hundred Dollars (\$200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission. In addition, the difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each Calendar Day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each worker by the Contractor.

G. Any worker employed to perform work on the Project whose work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

H. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check at www.dir.ca.gov.

20. **Labor Compliance Monitoring; Certified Payroll:**

A. **Labor Compliance Monitoring.**

(1) Pursuant to Section 1771.3 of the Labor Code and Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations, this Project may be subject to labor compliance oversight by the Department of Industrial Relations, Division of Labor Standards Enforcement, Compliance Monitoring Unit (CMU). Contractor shall comply with all the labor compliance requirements under this Contract and applicable provisions of the California Labor Code and California Code of Regulations. In bidding on this Project, it shall be Contractor's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and applicable law in the Contract Price.

(2) Contractor shall post, at each job site the notice required by Section 16451(d) of Title 8 of the California Code of Regulations. Template notices are available upon request to the City. Template notices are also available at the following location or by emailing a request to CMU@dir.ca.gov. District Office of the Division of Labor Standards Enforcement, 1515 Clay Street, Suite 801, Oakland, CA 94612

(3) Contractor and each subcontractor shall keep certified payroll records in accordance with Labor Code section 1776, and such records shall be furnished to the City on a monthly basis, and within ten (10) Calendar Days of any separate request by the CMU. Payroll records shall be in the format prescribed by Section 16401 of Title 8 of the California Code of Regulations, with use of the current version of the Department of Industrial Relations Public Works Payroll Reporting Form (A-1-131) and Statement of Employer Payments (DLSE Form PW26).

B. Contractor and subcontractor shall also submit electronic certified payroll reports to the CMU on a monthly basis, and within ten (10) Calendar Days of any separate request by the CMU, via the Department of Industrial Relations' online payroll system called eCPR. Agency shall contact Contractor with registration details for eCPR, and Contractor, within three (3) Calendar Days thereafter, shall register itself and any subcontractors in eCPR. Contractor shall work with Agency staff and consultants to ensure full compliance with the CMU requirements and all other labor compliance requirements under this Contract and applicable labor law.

C. **Certified Payroll.** The following provisions apply to all contracts, whether or not subject to CMU oversight.

(1) Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Contractor is responsible for the preparation of payrolls by all subcontractors. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

(a) That the payroll for each payroll period contains the name, social security number, and address of each employee, its correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;

(b) That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and

(c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(2) If the Contractor or a subcontractor does not work during the payroll period, a Statement of Non-Working Days must be submitted for each Working Day not worked.

(3) In the event of noncompliance with the requirements of such section after 10 Calendar Days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to the CITY, \$100.00 for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

21. **Labor:**

A. **Hours.**

(1) 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 the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, 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.

(2) The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the 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 Calendar Day.

(3) 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 as defined in the collective bargaining agreement applicable to each particular craft, classification, or type of worker employed.

B. Safety.

(1) All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. City reserves the right to issue restraints or cease and desist orders to Contractor when unsafe or harmful acts or conditions are observed or reported relative to the performance of the work under this Agreement. City has no obligation to exercise this right on behalf of Contractor or any third party.

(2) Contractor shall maintain the work sites free of hazards to persons and/or property resulting from its operations. Any hazardous condition noted by Contractor, which is not a result of its operations, shall immediately be reported to City.

(3) Contractor shall submit to the City, in advance of excavation five feet or more in depth and an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, and all costs therefor shall be included in the Contract Price. Nothing in this section shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose a tort liability on the Owner, any of its officers, officials, partners, employees, agents, consultants or volunteers. The Owner's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders. Prior to commencing any excavation, the Contractor shall designate in writing to the Owner the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

22. Apprentices:

A. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than \$30,000 or 20 Working Days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

(1) Section 1777.5 requires the 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.

(2) The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the 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 the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor's required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

(3) 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 on the basis of race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any person. Contractor shall comply with the Americans with Disabilities Act. Contractor 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:**

Contractor 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:**

A. Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

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

C. The 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.

D. 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), in site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

E. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.

F. 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 workday. 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.

G. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.

H. 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.

I. 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.

J. 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, and any other appropriate documents on storm water quality controls for construction.

K. 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) per occurrence per Calendar 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:**

If the Work involves landscaping, structural pest control, or other pest management services 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. Details of this Policy are set forth in the Special Provisions.

28. Purchases Of Mined Materials Requirement:

A. 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).

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

29. Termination:

A. Should Contractor fail within three (3) Working Days from receipt of City's written notice to correct any contractual deficiencies, including but not limited to failure perform the Work in accordance with the Contract Documents, failure to comply with the directions of City or any public agency with jurisdiction over the project, or failure pay its creditors, Contractor shall be in default and City may terminate this Agreement by giving notice to the Contractor and surety. Following a termination for default, City shall have the right to take whatever steps it deems necessary to correct Contractor's deficiencies and complete the work and charge the cost thereof to Contractor, who shall be liable for the full cost of City's corrective action, including reasonable administrative costs and attorneys' fees.

B. In addition to the right to terminate for default, City may at any time terminate the Contract at City's convenience upon five (5) Calendar Days written notice to Contractor; in the event of termination for convenience, Contractor shall recover only the actual cost of work completed in accordance with the Contract Documents to the date of termination, which costs are documented to City's satisfaction, plus a reasonable amount not to exceed fifteen percent (15%) of the actual cost of the Work performed for overhead and profit, less any amounts City is entitled to deduct under the terms of the Contract or by law. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of such termination.

C. If City terminates Contractor for cause under Section 29(A), and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience under Section 29(B). In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

30. **Underground Facilities:**

A. The locating of underground facilities shall be in conformance with Government Code Section 4216 et seq. except for the Owner's utilities located on the Owner's property and not on public right-of-way.

B. The Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged.

C. The following definitions apply to this section:

(1) A "High Priority Subsurface Installation" is defined in Section 4216 (e) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."

(2) A "Subsurface Installation" is defined in Section 4216 (l) as "any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines."

D. Pursuant to Government Code Section 4216.2 the Contractor shall contact the appropriate regional notification center ("USA") at least two (2) Working Days but not more than 14 Calendar Days before performing any excavation. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to the City written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.

E. The location of known existing Subsurface Installations are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require the owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project. The Owner will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the Owner in the Contract Documents.

F. It shall be the Contractor's responsibility to determine the exact location and depth of all Subsurface Installations, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation or time extensions for work necessary to avoid interferences or for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by law and this agreement.

G. After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. The City shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping

and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to construction.

H. The Contractor's attention is directed to the requirements of Government Code Section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time." The Contractor shall notify the City in advance of this meeting.

I. If Contractor while performing the Work discovers Subsurface Installations not identified in the Contract Documents, Contractor shall immediately notify the City and the utility owner. City shall arrange the removal, relocation, or protection of existing main or trunk line utility facilities located at the site of the Work but not identified in the Contract.

J. Contractor shall exercise care to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, the Contractor shall call 911 emergency services.

K. Contractor will not be entitled to damages or additional payment for delays caused solely by the failure of City, or the owner of the utility, to provide for removal or relocation of existing main or trunk line utility facilities not identified in the contract Documents, except for equipment necessarily idled during such work.

L. If Contractor is required to locate, repair damage not due to the Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, it shall be compensated under the Changes section of this Contract, including payment for equipment on the Project necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay is caused by the failure of the Owner or utility company to provide for removal or relocation of such utility facilities.

M. The public utility, where it are the owner of the affected underground facility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to the Owner and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

N. When the Contract Documents indicate that a utility is to be relocated, altered or constructed by others, the Owner will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Agreement.

O. Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

P. Attention is directed to the possible existence of underground facilities not known to the City, or in a location different from that which is shown in the Contract Documents. The Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling USA to mark utilities.

31. **Differing Site Conditions:**

A. The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or

(3) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

B. The City shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.

C. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.

D. In the event a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law which pertain to the resolution of disputes and protests.

32. **Compliance With Law:**

A. Contractor shall comply with all state, federal, and local statutes, laws, and regulations applicable to the Project or the Work, as well as all ordinances, rules and regulations enacted or issued by City. Contractor shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

B. Sound control shall conform to Section 4-10 of the Alameda Municipal Code, which prohibits weekday construction activities between 7:00 pm and 7:00 am.

C. If the City has received federal funds in connection with this Project, this Agreement may be subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.

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 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 and the documents incorporated herein represent 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 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.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.


[The Remainder of this Page Intentionally Left Blank]

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

CONTRACTOR: Asbestos Management Group CITY OF ALAMEDA, a municipal corporation

Signed: 
Name: Brent Bates
Title: President

Signed: _____
Elizabeth D. Warmerdam, Interim City Manager


Signed: 
Name: Brent Bates
Title: Secretary

RECOMMENDED FOR APPROVAL


Jennifer Ott

Chief Operating Officer – Alameda Point

APPROVED AS TO FORM:



Andrico Q. Penick 12/17/15
Assistant City Attorney

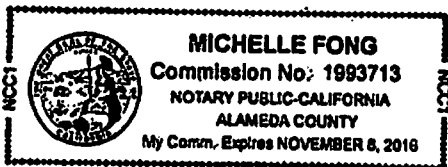
ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Alameda } SS.

On 12/17/2015, before me, Michelle Fong, Notary Public,
DATE: personally appeared Brent Bates, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Handwritten Signature]

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER Secretary
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

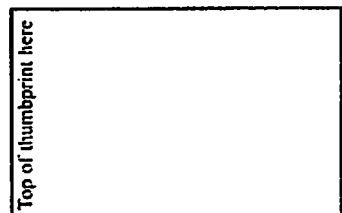
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER



ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Alameda } SS.

On 12/17/2015, before me, Michelle Fong, Notary Public,
DATE
personally appeared Brent Bates, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.



NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER Secretary
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

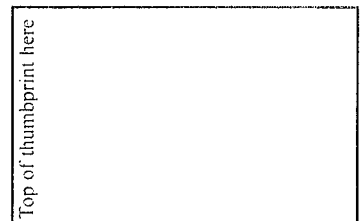
DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER



BID FORM



TO THE HONORABLE PM Realty Group:

THIS BID IS SUBMITTED BY:

Asbestos Management Group of California, Inc.

Re: Alameda Point – 16 Vacant Residential Structures – Orion St., W. Tower Ave., Stardust Pl., and Pearl Harbor Rd. – Asbestos-related Demolition and Clean-up

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with PM Realty Group as Agent for the City of Alameda to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum No.	Addendum Date	Signature of Bidder
Addendum #1	October 15, 2015	
Addendum #2	October 30, 2015	

- (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site.
- (c) Bidder has received and examined copies of the following scope of work; and technical specifications.
- (d) Bidder has given PM Realty Group prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the written resolution thereof through Addenda issued by PM Realty Group is acceptable to the Contractor.

- (e) The bidder must include the following information/documents with the bid submission. Failure to provide any of these items, may result in disqualification:
 - 1. **Detailed Scope of Work** – Attached as Exhibit A of the Notice of Bid is the specification provided by Vista Environmental Consulting, LLC (Vista) that should be accomplished as part of the scope of work. The proposer is asked to define the approach and the specific scope of work and methodology to achieve the objectives presented in this RFP. The proposer should include a refined scope of work by developing a detailed description of all project tasks, both those tasks suggested in this scope of work and any changes, additions or recommendations proposed. The description of each project task should include specification of the task itself, the methodology or analytical process, scheduling, personnel, and costs.
 - 2. **General Contractors DIR #**
 - 3. **List of Subcontractors**
 - a. **Subcontractor's DIR #**
 - 4. **Performance and Payment Bond Rate/Scale**
 - 5. **Bid Form** - Completely Filled Out, Properly Signed and Stamped (Notice of Bid: Exh B)
- 4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Quote in figures only, unless words are specifically requested.

See " Bid Items," attached hereto as Attachment 1 and incorporated herein by this reference.

Total Bid Price: \$ 546,839.00 ,Five Hundred Fortysix Thousand, Eight
(Numbers) Hundred Thirtynine and Zero Cents

- 5. If the undersigned Bidder is awarded a contract for the Project, it will, among other things, as provided in the Contract Documents, achieve Substantial Completion of all Work and Final Completion of all Work within **60 days**, following commencement of Contract Time. Bidder will also achieve Substantial Completion of all Work within the times established in the Contract Documents. The undersigned Bidder acknowledged that liquidated damages and other damages may apply if these deadlines are not achieved.
- 6. The undersigned Bidder understands that PM Realty Group reserves the right to reject this Bid.
- 7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required within the times specified therein.
- 8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- 9. The undersigned Bidder agrees to commence Work within 14 days after bidder is awarded and to complete all work within to be determined calendar days. The undersigned Bidder acknowledges that

PM Realty Group has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges PM Realty Group has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

10. The names of all persons interested in the foregoing Bid as principals are:


(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

NAME OF BIDDER: Asbestos Management Group of Ca.

DIR #: 1000003666

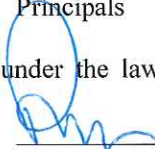
Licensed in accordance with an act for the registration of Contractors, and with license number: 586844
Expiration 01-31-2016

Indiana
Where incorporated, if applicable



Brent Bates, President
Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: 3438 Helen Street
Oakland, Ca. 94608

Officers authorized to sign contracts: Brent Bates, President

Telephone Number(s) 510-654-8441

Email: babates@aol.com

Date of Bid: November 6, 2015

END OF DOCUMENT (EXCEPT, ATTACHED HERETO AS ATTACHMENT 1)



Asbestos Management Group of California, Inc.
California State License No. 586844
Classifications A, B, C-2, C-21, ASB, HAZ

November 4, 2015

Ruby Rubio, Assistant Property Manager

PMRG/PM Realty Group
101 W. Atlantic Avenue
Alameda, CA 94501

Re: **Alameda Point – 16 Former Military Buildings**

To Whom It May Concern:

Asbestos Management Group of California, Inc. (AMG) is pleased to provide your organization with a price quotation for the above referenced project. Below please find AMG scope of work, including a brief discussion of the means and methods to perform the work for your review.

Scope of Work

The scope of work is the removal of all 16 buildings as outlined in the Request for Proposal and the Specifications and Survey provided by Vista Environmental Consulting.

AMG is aware that all materials accumulated during the course of demolition is considered to contain asbestos. All building materials will be packaged according the Specifications, transported and disposed of asbestos containing building materials.

AMG will utilize one to two excavators to demolish the buildings and load into a suitable vehicle(s) for transportation. In addition, AMG will utilize one Asbestos Laborer to continually wet the demolished debris with water during the demolition process. If both excavators are working, each machine will have one Asbestos Laborer dedicated to maintaining zero visible emission by employing adequate water. Water will either be supplied by local fire hydrants or a water truck or a temporary water tank.

AMG will have one Asbestos Laborer to continually line the transportation vehicles with suitable liners for transportation and disposal of the debris. AMG will provide properly filled out Hazardous Waste Manifests for each shipment to



Asbestos Management Group of California, Inc.
California State License No. 586844
Classifications A, B, C-2, C-21, ASB, HAZ

the landfill. AMG will ensure that each manifest is signed by the Owners Representative prior to any vehicles leaving the site.

Upon completion of the demolished buildings, AMG will scour the job site for visible building debris. The debris will be packaged as asbestos containing building material and eventually transported and disposed of at the Landfill licensed and certified to take such materials.

All workers employed during the course of demolition will be sufficiently trained, maintain applicable medical documentation and be fit tested for the appropriate respirator.

The project will be completed within the 60 day project schedule unless interrupted by inclement weather or other delays beyond the control of AMG.

All flat work including sidewalks, walkways and driveways are to remain. The building foundations also will remain. No tree removal is required but AMG will protect existing trees from damage from demolition.

If you have any questions or require any additional information, please do not hesitate to contact me at the number noted below. Thank you again for the opportunity to present your Company with a price quotation for this work and I look forward to hearing from you soon.

Sincerely,

Asbestos Management Group of California, Inc.

A handwritten signature in blue ink, appearing to read 'Brent Bates', is written over the company name.

Brent Bates, President



Asbestos Management Group of California, Inc.
California State License No. 586844
Classifications A, B, C-2, C-21, ASB, HAZ

November 4, 2015

Ruby Rubio, Assistant Property Manager

PMRG/PM Realty Group
101 W. Atlantic Avenue
Alameda, CA 94501

Re: **Alameda Point – 16 Former Military Buildings**

As requested in the Bid Form - Section 1, Sub-section (e) please find below the general contractor information pertaining to this bid.

COMPANY INFORMATION

Contractor DIR #:

1000003666

Subcontractors:

Asbestos Management Group does not intend to utilize any subcontractors on this project

Performance & Payment Bond Rate/ Scale:

2%

If you have any questions or require any additional information, please do not hesitate to contact me at the number noted below. Thank you again for the opportunity to present your Company with a price quotation for this work and I look forward to hearing from you soon.

Sincerely,

Asbestos Management Group of California, Inc.

A handwritten signature in blue ink, appearing to read 'Brent Bates', is written over the company name.

Brent Bates, President

Attachment 1 (Bid Form)

BID ITEMS

Alameda Point - 16 Vacant Residential Structures
Orion St, W. Tower Ave., Stardust Pl., and Peral Harbor Rd.
Asbestos-related Demolition and Clean-up

Bid Item	Cost Code	Description of Work	Unit of Measure	Estimated Quantity	Unit Price	Bid Price
TABLE I Hazardous Materials Removal & Disposal						
I. Asbestos-Related Demolition						
761		Building Demolition	Square Feet	10200	\$ 2.16	\$ 22,032.00
763		Building Demolition	Square Feet	10200	\$ 2.16	\$ 22,032.00
764		Building Demolition	Square Feet	10200	\$ 2.16	\$ 22,032.00
814		Building Demolition	Square Feet	3900	\$ 2.16	\$ 8,424.00
823		Building Demolition	Square Feet	5100	\$ 2.16	\$ 11,016.00
824		Building Demolition	Square Feet	10200	\$ 2.16	\$ 22,032.00
826		Building Demolition	Square Feet	5700	\$ 2.16	\$ 12,312.00
827		Building Demolition	Square Feet	5700	\$ 2.16	\$ 12,312.00
829		Building Demolition	Square Feet	4800	\$ 2.16	\$ 10,368.00
830		Building Demolition	Square Feet	5700	\$ 2.16	\$ 12,312.00
831		Building Demolition	Square Feet	6300	\$ 2.16	\$ 13,608.00
832		Building Demolition	Square Feet	5400	\$ 2.16	\$ 11,664.00
833		Building Demolition	Square Feet	9600	\$ 2.16	\$ 20,736.00
834		Building Demolition	Square Feet	10200	\$ 2.16	\$ 22,032.00
836		Building Demolition	Square Feet	9000	\$ 2.16	\$ 19,440.00
837		Building Demolition	Square Feet	5700	\$ 2.16	\$ 12,312.00
II. Debris Clean Up						
761		Area Clean Up	Square Feet	10200	\$ 0.20	\$ 2,040.00
763		Area Clean Up	Square Feet	10200	\$ 0.20	\$ 2,040.00
764		Area Clean Up	Square Feet	10200	\$ 0.20	\$ 2,040.00
814		Area Clean Up	Square Feet	3900	\$ 0.20	\$ 780.00
823		Area Clean Up	Square Feet	5100	\$ 0.20	\$ 1,020.00
824		Area Clean Up	Square Feet	10200	\$ 0.20	\$ 2,040.00
826		Area Clean Up	Square Feet	5700	\$ 0.20	\$ 1,140.00
827		Area Clean Up	Square Feet	5700	\$ 0.20	\$ 1,140.00
829		Area Clean Up	Square Feet	4800	\$ 0.20	\$ 960.00
830		Area Clean Up	Square Feet	5700	\$ 0.20	\$ 1,140.00
831		Area Clean Up	Square Feet	6300	\$ 0.20	\$ 1,260.00
832		Area Clean Up	Square Feet	5400	\$ 0.20	\$ 1,080.00
833		Area Clean Up	Square Feet	9600	\$ 0.20	\$ 1,920.00
834		Area Clean Up	Square Feet	10200	\$ 0.20	\$ 2,040.00
836		Area Clean Up	Square Feet	9000	\$ 0.20	\$ 1,800.00
837		Area Clean Up	Square Feet	5700	\$ 0.20	\$ 1,140.00

Exhibit A

III - Waste						
761		Transportation & Disposal	Cubic Yard	708	\$ 32.40	\$ 22,939.20
763		Transportation & Disposal	Cubic Yard	708	\$ 32.40	\$ 22,939.20
764		Transportation & Disposal	Cubic Yard	708	\$ 32.40	\$ 22,939.20
814		Transportation & Disposal	Cubic Yard	268	\$ 32.40	\$ 8,683.20
823		Transportation & Disposal	Cubic Yard	354	\$ 32.40	\$ 11,469.60
824		Transportation & Disposal	Cubic Yard	708	\$ 32.40	\$ 22,939.20
826		Transportation & Disposal	Cubic Yard	393	\$ 32.40	\$ 12,733.20
827		Transportation & Disposal	Cubic Yard	393	\$ 32.40	\$ 12,733.20
829		Transportation & Disposal	Cubic Yard	333	\$ 32.40	\$ 10,789.20
830		Transportation & Disposal	Cubic Yard	393	\$ 32.40	\$ 12,733.20
831		Transportation & Disposal	Cubic Yard	435	\$ 32.40	\$ 14,094.00
832		Transportation & Disposal	Cubic Yard	373	\$ 32.40	\$ 12,069.00
833		Transportation & Disposal	Cubic Yard	667	\$ 32.40	\$ 21,610.80
834		Transportation & Disposal	Cubic Yard	708	\$ 32.40	\$ 22,939.20
836		Transportation & Disposal	Cubic Yard	625	\$ 32.40	\$ 20,250.00
837		Transportation & Disposal	Cubic Yard	393	\$ 32.40	\$ 12,733.20
IV - Air Sampling						
761		Personal Air Sampling	Each	25	\$ 10.00	\$ 250.00
763		Personal Air Sampling	Each	25	\$ 10.00	\$ 250.00
764		Personal Air Sampling	Each	25	\$ 10.00	\$ 250.00
814		Personal Air Sampling	Each	25	\$ 10.00	\$ 250.00
823		Personal Air Sampling	Each	25	\$ 10.00	\$ 250.00
824		Personal Air Sampling	Each	25	\$ 10.00	\$ 250.00
826		Personal Air Sampling	Each	25	\$ 10.00	\$ 250.00
827		Personal Air Sampling	Each	25	\$ 10.00	\$ 250.00
829		Personal Air Sampling	Each	25	\$ 10.00	\$ 250.00
830		Personal Air Sampling	Each	25	\$ 10.00	\$ 250.00
831		Personal Air Sampling	Each	25	\$ 10.00	\$ 250.00
832		Personal Air Sampling	Each	25	\$ 10.00	\$ 250.00
833		Personal Air Sampling	Each	25	\$ 10.00	\$ 250.00
834		Personal Air Sampling	Each	25	\$ 10.00	\$ 250.00
836		Personal Air Sampling	Each	25	\$ 10.00	\$ 250.00
837		Personal Air Sampling	Each	25	\$ 10.00	\$ 250.00
Sub-total					\$	546,838.60
TABLE II Add Alternate						
					\$	-
					\$	-
Sub-Total Add Alternate						
Total (Table I, II)						
AP - 13 Former Military Bldgs. - Demolition Project					\$	546,839



State of California
Department of Industrial Relations
Division of Labor Standards Enforcement

Thank you for your payment.

Payment Confirmation Number: 8JVV2WKMXP1

Registration Number: 100003666

Contractor Name: ASBESTOS MANAGEMENT GROUP OF CALIFORNIA, INC.

***** NOTICE: If paying by ACH/EFT, please allow up to 7 days for processing. *****

[Return to Public Works Homepage](#)

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October 15, 2015

TO: PROSPECTIVE BIDDERS


ALAMEDA POINT – DEMOLITION & REMOVAL OF 16 BUILDINGS

ADDENDUM NO. 1

Addendum No. 1 is hereby issued to make the following revision to the plans and specifications:

1. Notice Inviting Bids – Demolition & Removal of 16 Bldgs.
 - a. **License:** Page 2 – Is revised to read:

“**LICENSE:** The City has determined that the Contractor shall possess a valid **Class A, B, C12, C21 or C22 General Contractors License** issued by the California Contractors State License Board at the time it submits its bid.”


APPROVED:  _____
Nanette Mocanu
Assistant Community Development Director

10/15/15
Date

Receipt is hereby acknowledged of Addendum No. 1, Alameda Point – 13 Former Military Buildings – Orion Street, West Tower Avenue, and Stardust Place – Asbestos-Related Demolition and Clean-up

Asbestos Management Group of Ca.
Company Name/Contractor

Date: November 6, 2015

By:  _____

NOTE: THIS COMPLETE ADDENDUM, SIGNED AND DATED MUST BE RETURNED WITH YOUR BID.

October 30, 2015

TO: PROSPECTIVE BIDDERS

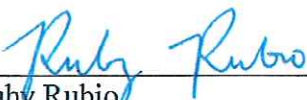
ALAMEDA POINT – DEMOLITION & REMOVAL OF 16 BUILDINGS

ADDENDUM NO. 2

Addendum No. 1 is hereby issued to make the following revision to the plans and specifications:

- 1. Bid Form
 - a. **Attachment 1: Table 1: I - III:** Page 4-5 – Is revised to read:

**“Table 1: I. Asbestos-Related Demolition
II. Debris Clean-up
III. Waste Disposal/Hauling”**

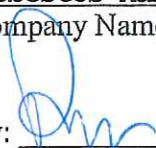
APPROVED: 
Ruby Rubio
Assistant Property Manager

10/30/15
Date

Receipt is hereby acknowledged of Addendum No. 1, Alameda Point – 13 Former Military Buildings – Orion Street, West Tower Avenue, and Stardust Place – Asbestos-Related Demolition and Clean-up

Asbestos Management Group of Ca.
Company Name/Contractor

Date November 6, 2015

By: 

NOTE: THIS COMPLETE ADDENDUM, SIGNED AND DATED MUST BE RETURNED WITH YOUR BID.

Project Experience and References

Building 813 Light Demolition & Abatement Project Hunters Point Ship Yard

520 Spear Ave., San Francisco, CA 94124

Building 813 is a four-story, 260,000 sf. concrete structure located in Hunters Point Shipyard. Before any work or demolition could be done on Building 813, it was necessary to stabilize and abate the lead, mold and asbestos materials within the building. AMG's work included, but was not limited to demolition of existing windows, interior doors, interior walls, and roof assembly; interior debris removal; asbestos, and mold abatement, and lead stabilization. Evergreen Environmental Services and Aero Recycling Solutions where subcontractor used on the project to recycle oil (non-hazardous waste liquid) and PCB ballasts.

Client: City and County of San Francisco - as successor Agency
to San Francisco Redevelopment Agency
One South Van Ness, 5th Floor
San Francisco, CA 94103

Reference: Kevin Masuda, (415)749-2525, kevin.masuda@sfgov.org

Contract Value: \$933,936

Year Completed: Nov. 2012

Project Experience and References

West Valley College, Language Arts and Social Science Building

14000 Fruitvale Road, Saratoga, CA 95070

AMG recently completed a large abatement project at West Valley College in Saratoga. It included the abatement and demolition of two buildings at the college (Language Arts and Social Science).

Work included: full interior demolition, abatement of drywall, TSI, flooring, demolition of all interior components - electrical, mechanical and plumbing. Exterior hard demolition included: landscape, concrete driveways and walkways.

Abatement and removal of hazardous materials included asbestos, lead paint, fluorescent light tubes, PCB's and freon gas.

Some specific components to this job includes:

- demolition and incidental abatement at exterior window/door jams
- double ceiling and framing demolition
- electrical room and mechanical room boiler removal
- roof HVAC units removal
- TSI wrap insulation on pipes in attic
- additional saw cutting and site concrete slab trenching removal
- concrete footing portion removal encountered under concrete slab on several locations
- removal of ceiling plaster soffits at court yard area in Science Building
- interior window frame removal in Science Building

Client: **West Valley-Mission Community College District**
14000 Fruitvale Avenue, Saratoga, CA 95070

Reference: Lance Zurfluh, Gonsalves & Stronck Construction Co.
(408)741-4677 or zurfluh@gs-construction.com

Contract Value: \$446,274

Year Completed: Oct. 2012

Project Experience and References

**John Hinkel Clubhouse
City of Berkeley
41 San Diego Road, Berkeley, CA 94707
Emergency Demolition and Recovery Services**

John Hinkel Clubhouse was approximately 2,400 sf., two-story, wood-frame, redwood shingle-sided structure that was granted Landmark status by the City of Berkeley. However, on January 16, 2015 a fire critically damaged the northwest corner of the building and roof and the building was condemned.

AMG was contracted to demolish, remove and dispose of the entire Clubhouse structure. Including

- Emergency demolition plan
- Implement site assessment and remediation plan
- Removal of any hazardous materials from the site
- Demolition of existing concrete slab under wood floor, fireplace foundation, concrete stem wall
- Recovery of selected items
- Site clean-up and environmental remediation including erosion, slope destabilization, spread of any post-fire toxins
- Transportation
- Regulatory compliance
- Weekly briefings

Client: City of Berkeley
2180 Milvia Street
Berkeley, CA 94704

Contact: Roger Rushing, Project Manager/Inspector, (510)981-6422
rrushing@ci.berkeley.ca.us

Contract Value: \$88,800

Year Completed: March 2015

Project Experience and References

City and County of San Francisco, Department of Public Works

As Needed Asbestos, Lead and Mold Abatement Contractor Services

AMG currently holds a contract with the **City and County of San Francisco, Department of Public Works for "As Needed Hazardous Materials Abatement Contracting Services"**. For the past 15 years, AMG has responded to the City's needs on a variety of emergency and planned asbestos, lead and mold abatement projects. AMG has worked with San Francisco's Project Managers (Robert Begley, Carmen Ynami, Antonio Erazo and Tom Anderson) on City owned buildings or departments such as:

- San Francisco Fire Dept.
- Kimbell Playground
- 525 Golden Gate
- Public Library
- Bureau of Building Repairs
- Department of Public Health
- War Memorial
- Laguna Honda Hospital
- S.F. Sheriff's Department
- San Francisco General Hospital
- Muni Stations
- Juvenile Hall Replacement
- City Hall
- Moscone Expansion
- Public Utilities Commission
- Public Transportation Department
- Hetch Hetchy Water and Power
- R & P Mission Pool

Most of these projects required as-needed abatement services such as: emergency response, small abatement during maintenance activities, large scale abatement of hazardous materials, re-insulation, asbestos, lead and mold abatement and cleanup, repairs and renovation, soft-demolition, electrical, roof repair and painting.

Client: **City and County of San Francisco**
Department of Public Works
Site Assessment and Remediation Division
1680 Mission Street, First Floor
San Francisco, CA 94103-2414

Reference: Carmen Ynami, Environmental Project Specialist
(650)823-9398 or carmen.ynami@sfdpw.org
Antonio Erazo, Environmental Project Specialist
(415)535-9039 or antonio.erazo@sfdpw.org

Contract Value: Nearly \$5 million to date

Year Completed: 1999-Present - this is AMG's 4th contract with the City of SF

Project Experience and References

Palega Playground Renovation

500 Felton St., San Francisco, CA

AMG, working as a subcontractor to Arntz Builders, Inc., providing asbestos and lead abatement to the Palega Playground Club House and full hard demolition services in the basement of the Club House. The asbestos included various type of removal, approximately 12,000 sf. of abatement. The lead abatement included approximately 6,000 sf. The Club House is 18,000 sf. and registered as a **historic building** in San Francisco. AMG's superintendent and foreman took all precautions necessary to protect the integrity of the building.

Some additional components to this job includes:

- interior and bleacher paint removal
- hazmat asphalt removal from tennis courts
- demo work for expansion joints
- window putty hazmat abatement

This project was subject to the City of San Francisco Local Hiring requirement.

Client: Arntz Builders, Inc.
19 Pamaron Way
Novato, CA 94949

Reference: J.P. Van Zee, 415-725-2812, jpb@arntzbuilders.com

Contract Value: \$502,902

Owner: City & County of San Francisco, Carmen Ynami,
415-218-9578, carmen.ynami@sfpw.gov

Year Completed: 2013

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET ✓

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- COVERAGES A AND B – GENERAL LIABILITY
- COVERAGE D – CONTRACTORS POLLUTION LIABILITY


SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage **A, B** and **D**, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

CITY OF ALAMEDA
Risk Management
 Date 12-22-15
Lucretia Akil, City Risk Manager

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.


WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

CITY OF ALAMEDA
Risk Management

Date 12-22-15
Lucretia Akil, City Risk Manager

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

BUSINESS AUTO - ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT OR AGREEMENT


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage A. – Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy; or
 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

CITY OF ALAMEDA
Risk Management

Date 12-22-15
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER 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: Asbestos Management Group of California</p> <p>Endorsement Effective Date: 04/01/2015</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

CITY OF ALAMEDA
Risk Management

 Date 12-22-15

Lucretia Akil, City Risk Manager