

## CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), BKF ENGINEERS, a California corporation, whose address is 300 Frank Ogawa Plaza #380, Oakland, CA 94612 (hereinafter called the "Consultant"), in reference to the following:

### RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The Arbor Street Storm Drain Pump Station is in need of replacement. The City issued a request for proposals and reached out to the Consultant's on the City's bidders list, interviewed qualified firms, and selected the firm that best meets the City's needs.
- C. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- E. City and Consultant desire to enter into an agreement for the preparation of contract documents and construction phase assistance for the Arbor Street Storm Drain Pump Station Replacement project, No. P.W. 10-14-15, upon the terms and conditions herein.

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

1. TERM:

The term of this Agreement shall commence on the 18th day of March 2015 and shall terminate on the 31<sup>st</sup> day of December 2016 unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO CONSULTANT:

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from the Urban Runoff Fund (CIP 904741).

Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit a written estimate of the total amount of work done the previous month. Payment will be for time and direct costs and are not to exceed budget. Pricing and accounting of charges are to be according to the fee schedule in Exhibit "B" unless mutually agreed upon in writing. Extra work must be approved in writing by City prior to performance and shall be paid on a Time and Material basis using Exhibit "B" schedule.

Total compensation for work is \$328,218, with a 15% contingency in the amount of \$49,232 for a total not to exceed amount of \$377,450. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

Indemnification:

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

Indemnification For Claims for Professional Liability:

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. INSURANCE:

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Consultant shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

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

(3) Automotive:

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

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

(4) Professional Liability:

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

**B. SUBROGATION WAIVER:**

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

**C. FAILURE TO SECURE:**

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

**D. ADDITIONAL INSURED:**

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

other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**E. SUFFICIENCY OF INSURANCE:**

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

**11. CONFLICT OF INTEREST:**

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

**12. PROHIBITION AGAINST TRANSFERS:**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

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

**13. SUBCONTRACTOR APPROVAL:**

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

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

14. **PERMITS AND LICENSES:**

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

15. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City.

Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

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

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

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

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

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

16. **RECORDS:**

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

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

to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

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

17. NOTICES:

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

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

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
Attention: Laurie Kozisek, Acting Senior Engineer  
Office: (510) 747-7930 / Fax: (510) 769-6030  
Email: lkozisek@alamedaca.gov

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

BKF Engineers  
300 Frank Ogawa Plaza #380  
Oakland, CA 94612  
Attention: Michael Liu, PE, Project Manager  
Office: (510) 899-7300 / Fax: (510) 227-3011  
Email: mliu@bkf.com

18. TERMINATION:

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

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

19. **PURCHASES OF MINED MATERIALS REQUIREMENT:**

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

Within five days of award of contract, Consultant shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: [www.conservation.ca.gov/OMR/ab\\_3098\\_list/index.htm](http://www.conservation.ca.gov/OMR/ab_3098_list/index.htm). Note that the list changes periodically and should be reviewed accordingly.

20. **COMPLIANCES:**

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

21. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

22. **ADVERTISEMENT:**

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

23. **WAIVER:**

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

24. **INTEGRATED CONTRACT:**

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

25. **INSERTED PROVISIONS:**

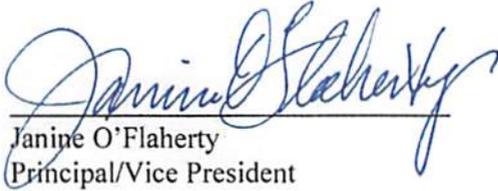
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement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

26. **CAPTIONS:**

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

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

BKF ENGINEERS  
A California Corporation

  
Janine O'Flaherty  
Principal/Vice President

  
Linda Schmid  
Chief Financial Officer

CITY OF ALAMEDA  
A Municipal Corporation

\_\_\_\_\_  
John A. Russo  
City Manager

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Robert G. Haun  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

  
\_\_\_\_\_  
Andrico Penick 2/19/15  
Assistant City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

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

**SAMPLE**

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

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

**REF:**

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

**PRIMARY INSURANCE:**

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

**SEVERABILITY OF INTEREST:**

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

**WAIVER OF SUBROGATION:**

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

**NOTICE OF CANCELLATION:**

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





# SCOPE OF WORK

## PRELIMINARY ENGINEERING AND FINAL DESIGN DOCUMENTS PREPARATION AND PROJECT APPROACH

BKF designed the Bayport pump station for the City of Alameda, which included an automatic trash removal trash rack and utilized high efficiency low head storm drain Flygt PL pumps. The same concept can be easily modified for replacement of the Arbor Street pump station. The Bayport pump station with automatic trash removal track was designed to discharge the storm drain water to a retention pond to settle the particle debris and silt prior to its discharge to San Francisco Bay. The San Francisco Bay Regional Water Quality Control Board (RWQCB) may eventually require all storm drain pump stations to be equipped with 5 mm screen total trash capture devices to remove medium size particles prior to discharging to San Francisco Bay. BKF recently designed the Mission Bay Pump Stations (MBPS) #5 and #3, and MBPS #5 is currently under construction; both designs are equipped with CDS units. Multi CDS/Kristar units or other similar design, peak flow by-pass, or major structure may have to apply to this pump station installation due to its required peak flow capacity. We also believe that the automatic trash removal trash track that we designed for Bayport storm pump station could be modified with finer screens to remove all medium size particles to meet the future RWQCB regulation. A detailed feasibility study in the early stage of the project for different options will have to be performed.

### TASK 1 – Project Management

The overall project management includes the following tasks:

1. Project Coordination - BKF will communicate with City staff, informing the City of the progress of the project as well as any project issues. We will develop a work plan to monitor that the BKF staff and sub-consultants are on track and have a clear understanding on project direction. This task will also include assistance preparing applications for permits and easement that are needed for the project.
2. Project Management – BKF will prepare a schedule and will update this schedule to meet the City's required project completion within six months. BKF will also track the budget and prepare cost summaries.
3. QA/QC – BKF will perform QA/QC checks for each submittal prior to submitting to the City and other agencies.

4. Progress Meetings – Attend up to eight (8) meetings, including project kick-off, initial design review, design progress submittal reviews, pre-bid, and pre-construction meetings with City staff for coordination and review, and to discuss action items and any major issues.

### Task 2 – Project Design Parameters and Technical Memoranda

The work under this task will be the most critical, and will dictate the direction of the entire project design and construction.

**Task 2a** During this stage, BKF will perform the following tasks:

1. Collect available documents from the City, including existing design construction drawings, easement drawings and descriptions, any agreement with Grand Harbor authority, any project constraints for easement modification, previous design reports, master plan and assessment reports.
2. Review the storm drain pump station assessment, master plan and the 18" Sea Level Rise (SLR) Addendum, and obtain the reason for the offset of the existing pump station discharge pipeline prior to discharge to the harbor.
3. Draft recommendations for the basic design parameters, including pump station locations study.
4. Address concerns of existing automatic trash removal equipment at Bayport pump station, if any, and other pump stations that are likely to be improved for Arbor pump station replacement project, as well as total trash capture device arrangement if feasible.
5. Compare concrete block enclosure for emergency generator with electrical control arrangement versus outdoor equipment arrangement.
6. Summarize project finding and concerns in a Technical Memorandum (TM) and present to City for review and comment; document in the Basis of Design, and submit to City for final review prior to commencing project design. Issue geotechnical investigation after design review committee agrees the location of pump station.



**Deliverables:**

Technical Memorandum

**Task 2b Basis of Design Report**

BKF will incorporate the City's TM review comments and prepare a Basis of Design (BOD) that includes TM descriptions and design parameters for proposed pump station layout, automatic trash removal trash rack, pump station inlet/out pipelines and discharge structure, total trash capture device, emergency generator and control panel concrete block enclosure, transition structure layout and major equipment backup information. The BOD will be submitted to the City review for concurrence on design concepts prior to commencing with preparation of project design.

**Deliverables:**

Basis of Design Report

**Task 3 – 60% Design Submittal**

The 60% design submittal package will include the detail design of the pump station layout, including all pumps and valves; automatic trash removal structure; 54" inlet pipeline and 72" outlet line and pump station discharge outlet at harbor; 5 mm screen total trash capture device (if agreed in the BOD); diesel emergency generator and electrical control panel in a concrete block enclosure; and any additional easement area required for the pump station.

1. Prepare pump station site grading and drainage design to collect the local drainage to the pump station.
2. Prepare demolition plan; possible construction easement plan and construction details; and layout of construction laydown area.
3. Prepare the pump station layout location with transition structural design connecting to the 54" inlet line and 72" outlet line; 5 mm screen total trash capture device if agreed in the preliminary engineering design; discharge outlet at the Grand Harbor; sizing and layout the automatic trash

removal trash rack; engineering calculations and detailed civil and enclosure, mechanical, generator and electrical system, site lighting, SCADA, water system, and control design documents.

4. Identify any possible utility that has to be relocated and work with utility companies.
5. Prepare permit applications including AMP, AT&T, and City.
6. Identify permanent and construction easements, if required.
7. Prepare preliminary technical specifications, bid schedule, and opinion of probable construction cost.

**Deliverables:**

Three (3) hard copies of the 60% design submittal package consisting of a complete set of plans that includes the Civil, Mechanical, Structural, SCADA and Electrical disciplines; preliminary technical Specifications; and preliminary Opinion of Probable Construction Cost.

**Task 4 – 90% Design Submittal**

BKF will incorporate City 60% review comments into a 90% design submittal package

1. Incorporate the City review comments for the pump station 60% submittal and the agreed upon review recommendations.
2. Finalize pump station layout design with trash removal structure, new inlet/outlet pipelines and pump station discharge outlet at the harbor, generator and electrical control and enclosure; coordinate with sub-consultant for CEQA document and JARPA permit requirement, and legal and plat for additional easement.
3. Finalize pump station site grading and pavement, and drainage design to collect the local drainage to the pump station.
4. Finalize demolition plan, additional pump station easement, construction easement plan and construction details, and layout construction laydown area.



5. Finalize SCADA and pump control plan considering factors such as Grand Harbor water elevation, San Francisco Bay tidal elevation, rainfall intensity contributing to this drainage watershed, and pump station wet well water level.
6. Prepare final technical specifications, bid schedule, and project opinion of probable construction cost.
7. Coordinate with utility companies on known possible utility relocation.
8. Coordinate and submit necessary permits for AMP and AT&T.
9. Coordinate and submit "Permit to Construct" application to Bay Area Air Quality Management District (BAAQMD) for the emergency generator.
10. Prepare permanent and construction easement plats and descriptions, if needed.

**Deliverables:**

Three (3) hard copies and a PDF electronic copy of the 90% design submittal package consisting of a complete set of plans that includes the Civil, Mechanical, Structural, SCADA and Electrical disciplines, updated technical Specifications with general contract and special conditions, engineer's opinion of probable construction cost, and bid schedule.

**Task 5 – Final Design (100% Design Submittal)**

Final review comments from the City will be incorporated to produce the final design submittal package.

1. Incorporate 90% Design Submittal review comments.
2. Assemble final bid document package and final construction cost estimate.
3. 100% Design Submittal ready for signature and for City final review and approval.
4. Incorporate any final comments or clarifications requested from the City and complete final bid document.

**Deliverables:**

One (1) set full-size plans and specification for the project with wet stamp and signature; an electronic copy of drawings in AutoCAD (version 2013 or earlier) and in PDF formats; Specifications in Word format; opinion of probable construction cost, and construction schedule in Excel format.

Additional services, as required and authorized by the City, can be provided and will be based on time and expense basis. They may include but are not limited to:

- Additional modifications to the existing storm drain easement
- Assisting the City in negotiations for additional storm drain easement
- Special permit requirements beyond the normal application process

**Task 6 – Bid Support and Construction Services**

Construction management and daily inspection are not part of the engineering design services for the Project. Bidding Phase and Construction Services include:

**Bidding Phase:**

1. Assist the City in responding to contractors' questions and requests for clarification of the design and/or the Construction Documents.
2. Assist the City in bid opening process, attend and conduct pre-bid meeting, respond to questions from bidders, and assist in issuing up to two (2) addenda, as directed by the City.

**Construction Phase:**

1. Attend and conduct pre-construction meeting.
2. Perform up to five (5) site visits during appropriate stages and summarize in site visit memo.
3. Respond to up to ten (10) contractor requests for information (RFI), review up to twenty five (25) shop drawing submittals, respond to up to five (5) change order requests, and provide written recommendations to the City.
4. Participate in the final inspection and assist with punch list of deficiencies.
5. Prepare Record Drawings based on redlines provided by the contractor.

**Deliverables:**

Furnish one (1) set of full-size plans on 4-mil polyester media noted as Record Drawings (based on the Contractor's red-line mark-ups) in PDF format.



**Maria Sanchez - Fwd: Arbor Street Pump Station proposal details**

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**From:** Laurie Kozisek  
**To:** Sanchez, Maria  
**Date:** 2/9/2015 1:59 PM  
**Subject:** Fwd: Arbor Street Pump Station proposal details  
**Attachments:** 20150122\_133955.pdf

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Maria,

Please include this in the scope of the Arbor Street Storm Drain Pump Station Engineering Services contract, along with pertinent pages of the revised proposal. Thanks.

Laurie

>>> Michael Liu - RC <Mliu@bkf.com> 1/22/2015 12:14 PM >>>

Laurie:

The following address those items for you to review, then we can change the format to meet your requirement:

1. **Schedule:** The attachment is the revised schedule based on the revised date.
2. **Geotech:** We will propose the following for the geotechnical investigation for the proposed Arbor pump station:
  - Propose to drill, log, and sample one boring to a minimum depth of 50 feet, which is required in the liquefaction hazard zone per Special Publication 117 adopted by the State of California, and will collect the soil samples for the geotechnical report which will address the following;
  - Soil conditions at the site of the new pump station;
  - Depth to groundwater in the boring;
  - Seismic parameters for the site based on 2013 CA Building Code;
  - Potential of the site materials for seismically-induced liquefaction and the consequences of such a phenomenon as it may impact the pump station stability;
  - Lateral active and at-rest earth pressures acting on the pump station walls;
  - Support requirements for the pump station bottom and walls, including a concrete mat foundation or other foundation types as deemed appropriate;
  - Estimated settlements for the pump station floor supported on the recommended foundation type;

- Temporary shoring, including sheet piling and/or sloped excavation;
  - Dewatering of the pump station excavation;
  - Preliminary screening for soil corrosivity, including soil resistivity, redox potential, sulfate and chloride content, and pH, as well as general recommendations for the concrete type and protection of metal pipes;
  - Suitability of jet grouting or other insitu techniques to stabilize the excavation walls and bottom;
  - Testing of soil samples taken from the fill blanketing the site for the presence of lead and asbestos (PLM or Polarized Light Microscopy) and comparison of the results with the concentrations published in Title 22 (CA Code of Regulations) and CA Water Boards Environmental Screening Levels (ESLs; May 2013).
  - We will investigate the 54" outlet at the Harbor for any future erosion control measure;
3. **Asbestos and Lead:** We will investigate and identify the asbestos and lead at the pump station during the geotechnical investigation and outline in the specification.
4. **Phasing during Construction:**

In the Task 2 - Project Design Parameters and Technical Memoranda, we will evaluate and investigate the proposed pump station locations:

- Install new pump station at existing pump station site after demolishing existing pump station. Contractor will have to prepare storm drain by-pass system, this will add more overall construction cost.
- Install new pump station at the north side of existing pump station. The abandoned wet well may have to be removed for new construction, and electrical control panel may have to be relocated and reconnected all the electrical wiring and conduit to existing pump station for storm drain by-pass during construction of the new pump station. This will add the electrical panel relocation cost, and two times of existing pump station demolishing.
- Construction new pump station next to existing pump at the Park side and utilizing existing pump station wall as shoring and storm drain by-pass during new pump station construction. This will be a cleaner construction option also in construction cost, if City of Alameda can convince the Park/Harbor District to obtain the new pump station easement and swap the old easement back to Harbor District. The new pump station 72" discharge line will have less offset than the present condition.

We will prepare a preliminary pump station layout for each option to City to present to Design Review Committee to obtain which option will be chosen for final design. After the pump station location is chosen, then we will prepare the geotechnical investigation. Storm drain by-pass will be addressed in the C/D for the final pump station design.

After you have chance to review, please give me a call to discuss any of your concern. Thank for the opportunity to have a chance to work with City of Alameda again.

Michael Liu

 <b>BKF</b>	<b>Michael C. Liu, PE</b> Senior Project Manager
	(650) 482-6353 Work mlu@bkf.com
ENGINEERS SURVEYORS PLANNERS	255 Shoreline Drive, Suite 200 Redwood City, CA 94065 www.bkf.com

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**From:** Michael Liu - RC  
**Sent:** Thursday, January 15, 2015 3:40 PM  
**To:** 'Laurie Kozisek'  
**Subject:** RE: Arbor Street Pump Station proposal details

Laurie:

Thank you for your recommendation and I will iron out the questions that you have and revised the project schedule. Since City does not open on Friday, maybe that I will talk to you on Monday.

Michael Liu

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**From:** Laurie Kozisek [<mailto:L.Kozisek@alamedaca.gov>]  
**Sent:** Wednesday, January 14, 2015 4:07 PM  
**To:** Jan O'Flaherty; Michael Liu - RC  
**Subject:** Arbor Street Pump Station proposal details

Michael,

As mentioned in our phone conversation yesterday, I am going to recommend BKF for the Arbor Street Pump Station project, but I have a few questions before we finalize the contract. We can discuss this further by email, or by phone, but I would like to have some sort of written confirmation to include with your proposal as an attachment to the contract. The written document should address the following:

1. Schedule: The schedule has slipped a month, due to illness of one of the selection committee members. There

**Arbor Street Storm Drain Pump Station Schedule (Revised)**

Task No.	Task Name	Start Date	End Date	Duration	Predecessors	Resources
1	Task 1 - Finalize Design	10/1/03	10/31/03	31 days		1 Designer, 1 Engineer
2	Task 2 - Obtain Permits	10/1/03	11/30/03	60 days	1	1 Engineer, 1 Designer
3	Task 3 - Mobilize Construction	10/1/03	10/31/03	31 days		1 Foreman, 10 Laborers
4	Task 4 - Excavate and Lay Out	10/1/03	11/30/03	60 days	3	1 Foreman, 10 Laborers
5	Task 5 - Install Foundation	10/1/03	11/30/03	60 days	4	1 Foreman, 10 Laborers
6	Task 6 - Install Sump Tank	10/1/03	11/30/03	60 days	5	1 Foreman, 10 Laborers
7	Task 7 - Install Pumps	10/1/03	11/30/03	60 days	6	1 Foreman, 10 Laborers
8	Task 8 - Backfill and Compact	10/1/03	11/30/03	60 days	7	1 Foreman, 10 Laborers
9	Task 9 - Finalize Construction	10/1/03	11/30/03	60 days	8	1 Foreman, 10 Laborers
10	Task 10 - Final Inspection	10/1/03	11/30/03	60 days	9	1 Engineer, 1 Designer
11	Task 11 - Close Out	10/1/03	11/30/03	60 days	10	1 Engineer, 1 Designer

Task No.	Task Name	Start Date	End Date	Duration	Predecessors	Resources
12	Task 12 - Finalize Design	10/1/03	10/31/03	31 days		1 Designer, 1 Engineer
13	Task 13 - Obtain Permits	10/1/03	11/30/03	60 days	12	1 Engineer, 1 Designer
14	Task 14 - Mobilize Construction	10/1/03	10/31/03	31 days		1 Foreman, 10 Laborers
15	Task 15 - Excavate and Lay Out	10/1/03	11/30/03	60 days	14	1 Foreman, 10 Laborers
16	Task 16 - Install Foundation	10/1/03	11/30/03	60 days	15	1 Foreman, 10 Laborers
17	Task 17 - Install Sump Tank	10/1/03	11/30/03	60 days	16	1 Foreman, 10 Laborers
18	Task 18 - Install Pumps	10/1/03	11/30/03	60 days	17	1 Foreman, 10 Laborers
19	Task 19 - Backfill and Compact	10/1/03	11/30/03	60 days	18	1 Foreman, 10 Laborers
20	Task 20 - Finalize Construction	10/1/03	11/30/03	60 days	19	1 Foreman, 10 Laborers
21	Task 21 - Final Inspection	10/1/03	11/30/03	60 days	20	1 Engineer, 1 Designer
22	Task 22 - Close Out	10/1/03	11/30/03	60 days	21	1 Engineer, 1 Designer

**ARBOR STREET STORM DRAIN PUMP STATION REPLACEMENT PROJECT**

**Estimated Work Effort by Task**

Revised

BKF Engineers  
255 Shoreline Drive, Suite 200  
Redwood City CA 94065

Prepared by: Michael Liu

TASKS/WORK SCOPE	TOTAL HOURS	Principal Hrs	Senior Proj Manager Hrs	Project Manager Hrs	Constr. Manager Hrs	Surveyor III Hrs	Engineer II Hrs	Engineer I Hrs	Structural Engineer Hrs	Electrical Engineer Hrs	Geotechnical Investigatin Hrs	SCADA Engineer Hrs.	TOTAL COST
<b>Task 1 Project Management</b>		\$236.00	\$183.00	\$177.00	\$177.00	\$155.00	\$133.00	\$115.00	\$156.00	\$158.00	\$158.00	\$158.00	
1.01 Project coordination	44		24							20			\$ 7,552
1.02 Project Management - Project budget and schedule control	44		32				4			8			\$ 7,652
1.03 QA/QC - Project quality control for all disciplines	22		12				6			4			\$ 3,626
1.04 Progress meetings with City - Project kick-off, initial design review, pre-bid and pre-construction meetings	22	2	16							4			\$ 4,032
<b>Subtotal</b>	<b>132</b>	<b>2</b>	<b>84</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>\$ 22,962</b>
<b>Task 2 Project Design Parameter and Design Reports</b>													
<b>2a Technical Memorandum - Preliminary Engineering</b>													
2a Collect and review existing pump station plans, assessment, master plan, Sea Level Rise Addendum, preliminary engineering of automatic trash removal trash rack improvement, total trash capture device investigation, PS locations study and inlet/outlet pipeline, and outlet structure at harbor, generator and electrical panel enclosure, and transformer load sizing, and permanent easement concern, project layout and submit to City for review.	172		54	2			8	8		24	76		\$ 28,020
<b>2b Basis of Design</b>													
2b Summarize the City's review of the TM, and document all pump station design and component criteria, civil, mechanical, SCADA, electrical control in a brief summary report, and issue geotechnical investigation.	64		32				6	4		20		2	\$ 10,590
<b>Subtotal</b>	<b>236</b>	<b>0</b>	<b>86</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>12</b>	<b>0</b>	<b>44</b>	<b>76</b>	<b>2</b>	<b>\$ 38,610</b>
<b>Task 3 60% Design Submittal</b>													
3.01 Site grading and local drainage to pump station design	18		8				8	4					\$ 2,722
3.02 Demolition plan, identify construction laydown area and permanent easement	36		20				6	4		6			\$ 5,866
3.03 Pump station layout with transition structure, trash removal trash rack, inlet/outlet pipeline, outlet at harbor, civil, structural, building enclosure, generator and electrical control and enclosure and mechanical	242		74				18	20	66	66			\$ 38,826
3.04 Prepare SCADA, pump control and PLC system	20		4										\$ 3,260
3.05 Prepare outlined specification	77	1	24				20		16	16		12	\$ 12,344
3.06 Coordinate with all utility companies and possible relocation	28		8				6	6		8			\$ 4,216
3.07 Prepare permit application for AMP, AT&T, City, and air quality for generator	28		8				4	4		16			\$ 4,524
<b>Subtotal</b>	<b>449</b>	<b>1</b>	<b>116</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>58</b>	<b>34</b>	<b>82</b>	<b>116</b>	<b>0</b>	<b>12</b>	<b>\$ 71,758</b>
<b>Task 4 90% Design Submittal</b>													
4.01 Incorporate City 60% review comments	44		12				16	4	4	8			\$ 6,680
4.02 Finalize site grading, drainage to pump station design, site paving and fencing	14		4				6	4					\$ 1,990
4.03 Demolition plan, construction laydown area and detour plan	26		16				6	4					\$ 4,186
4.04 Finalize pump station design with automatic trash rack, transition structure PS inlet/outlet pipeline and outlet structure at harbor, and civil, structural and building enclosure, generator and electrical, mechanical and control, CEQA document and JARPA permit and one easement legal/plot requirement	240		70	18		10	18	20	44	62			\$ 38,722
4.05 Finalize SCADA, pump control and PLC system	36		4							8		24	\$ 5,788
4.06 Prepare specification, bid schedule and cost estimate	85	1	24				20		16	24			\$ 13,608
4.07 Finalize utility companies relocation plan	26		8				6	12					\$ 3,642
4.08 Permit application for AMP, AT&T and City	22		8	2			4			8			\$ 3,614
4.09 Permit application for air quality for emergency generator	18		6				2	2		8			\$ 2,858
4.10 Finalize permanent and construction easements, detour plan, and CD submittal	20		12				8			8			\$ 3,260
<b>Subtotal</b>	<b>531</b>	<b>1</b>	<b>164</b>	<b>20</b>	<b>0</b>	<b>10</b>	<b>84</b>	<b>46</b>	<b>64</b>	<b>118</b>	<b>0</b>	<b>24</b>	<b>\$ 64,348</b>
<b>Task 5. Final Design (100% Design Submittal)</b>													
5.01 Incorporation City 90% review comment	74		16				18	12	16	12			\$ 11,176
5.02 Assemble final bid document and construction cost estimate and Q/C	62		20		2		4	4	12	16		4	\$ 10,062
5.03 100% design submittal for City review and approval	40		12				4		4	20			\$ 6,520
5.04 Incorporate City 100% review comments and bid documents submittal	44	2	8				8	12	2	12			\$ 6,592
<b>Subtotal</b>	<b>220</b>	<b>2</b>	<b>56</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>32</b>	<b>28</b>	<b>36</b>	<b>60</b>	<b>0</b>	<b>4</b>	<b>\$ 34,350</b>
<b>Engineering Total</b>	<b>1568</b>	<b>6</b>	<b>536</b>	<b>22</b>	<b>2</b>	<b>10</b>	<b>188</b>	<b>120</b>	<b>182</b>	<b>374</b>	<b>76</b>	<b>42</b>	<b>\$ 251,928</b>
<b>Task 6. Bid Support and Construction Services</b>													
6.01 Project bid support and Conduct pre-bid meeting	26	2	4		6		4		4	6			\$ 4,378
6.02 Respond to RFI and issue addendum, assist City in bid summary	52		20		6		4		12	8		2	\$ 8,730
6.03 Conduct pre-construction meeting	16		8		4					4			\$ 2,804
6.04 Site visits (5) and prepare visit report	64		18	2	12				4	28			\$ 10,828
6.05 Respond to RFI, shop drawings reviews, change order and recommendation to City for construction issues, and project start up	226		64	2	16		24	12	48	60			\$ 36,534
6.06 Final project inspection, and punch list of deficiencies	32	2	8		4								\$ 5,488
6.07 Prepare as-built and record drawings	34		6				8	8	8	6			\$ 5,028
<b>Construction Services Subtotal</b>	<b>450</b>	<b>4</b>	<b>128</b>	<b>4</b>	<b>48</b>	<b>0</b>	<b>58</b>	<b>20</b>	<b>82</b>	<b>124</b>	<b>0</b>	<b>2</b>	<b>\$ 73,790</b>
<b>Reimbursable Budget</b>													<b>\$ 2,500</b>
<b>Engineering Design, Bid Support and Construction Services - Total</b>	<b>2,018</b>	<b>10</b>	<b>664</b>	<b>26</b>	<b>50</b>	<b>10</b>	<b>236</b>	<b>140</b>	<b>264</b>	<b>498</b>	<b>76</b>	<b>44</b>	<b>\$ 328,218</b>

NOTE 1. Reimbursement includes computer time, printing, postage, mileage etc.  
 2. Senior project manager including manage the project and all civil and mechanical work  
 3. Project Manager including the hours of Hydrology/Hydraulic, and coordinate with sub-consultant for the CEQA document and JARPA shoreline-related permits. A budget of \$25,000 should be allocated for this work.  
 4. Construction manager includes bid support and construction services. Surveyor includes one easement legal/plot preparation and City should budget \$4,500 for title search and Record Boundary preparation.  
 5. Electrical, structural, geotechnical investigation and SCADA engineers billing rate are weighted for all disciplines.  
 6. Construction management and daily inspection, construction surveying, and easement negotiation are not be part of this proposal, but can be provided at time and material.  
 7. Additional system programming to integrate and upgrade with the City existing system is not included in this proposal, but can be provided.

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

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

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	CONTACT NAME: Nancy Ferrick	FAX (A/C, No): 510 452-2193	
	PHONE (A/C, No, Ext): 510 465-3090	E-MAIL ADDRESS: nferrick@insdra.com	
INSURED BKF Engineers 255 Shoreline Drive, Suite 200 Redwood City, CA 94065-1428	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Automobile Ins. Co.	21849	
	INSURER B: XL Specialty Insurance Co.	37885	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab</b> <input checked="" type="checkbox"/> <b>Cross Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	MZG80956892	09/01/2014	09/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	MZG80956892	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X X	CGX24429706	09/01/2014	09/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	WZP81019911	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
B	<b>Professional Liability</b>		DPR9717172	07/01/2014	07/01/2015	\$5,000,000 per Claim \$7,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 General Liability Policy excludes claims arising out of the performance of professional services.  
 Ref: Cross Alameda Trail Design Project. The City of Alameda, its City Council, Boards, Commissions, Officials, Officers, Employees and Volunteers are included as Additional Insured for General and Automobile Liability. Insurance is primary and a Cross Liability Clause applies per policy form. A Waiver of Subrogation applies to General Liability, Automobile Liability and Workers' Compensation.

CERTIFICATE HOLDER City of Alameda Public Works Department 950 W. Mall Square #110 Alameda, CA 94501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Lucretia Akil, City Risk Manager</i>
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# Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - CG 20 10 04 13

Policy Amendment(s) Commercial General Liability

Insured: BKF Engineers

Policy Number: MZG80956892 ✓

Producer: Dealey, Renton & Associates

Effective Date: 09/01/2014 ✓

This endorsement modifies insurance provided under the following:

## Commercial General Liability Coverage Part

### Schedule

#### Name Of Additional Insured Person(s) Or Organization(s)

City of Alameda  
Public Works Department  
950 W. Mall Square #110  
Alameda, CA 94501

#### Location(s) Of Covered Operations

Ref: Cross Alameda Trail Design Project. NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: The City of Alameda, its City Council, Boards, Commissions, Officials, Officers, Employees and Volunteers

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

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy

CITY OF ALAMEDA  
Risk Management  
  
Date 2-17-15  
Lucretia Akil, City Risk Manager

2. That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

whichever is less.

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

# Additional Insured - Owners, Lessees or Contractors - Completed Operations - CG 20 37 04 13

Policy Amendment(s) Commercial General Liability

Insured: BKF Engineers

Policy Number: MZG80956892

Producer: Dealey, Renton & Associates

Effective Date: 09/01/2014

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Products/Completed Operations Liability Coverage Part

Schedule

Name Of Additional Insured Person(s)  
Or Organization(s)

City of Alameda  
Public Works Department  
950 W. Mall Square #110  
Alameda, CA 94501

Location And Description Of  
Completed Operations

Ref: Cross Alameda Trail Design Project. NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: The City of Alameda, its City Council, Boards, Commissions, Officials, Officers, Employees and Volunteers

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

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

However:

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

required by the contract or agreement to provide for such additional insured.

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

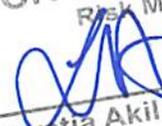
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy

CITY OF ALAMEDA  
Risk Management  
  
Date 2-17-15  
Lucretia Akil, City Risk Manager

**Amendment to Condition 4. Other Insurance - CG 72 90 11 09**  
Policy Amendment(s) Commercial General Liability

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(1)(b):

However, if you have added any person, organization or vendor of yours as an additional insured to this policy and have agreed in a written insured contract

that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's own insurance. This insurance is excess over all other insurance available to the additional insured.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy

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Secretary

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President

Insured: BKF Engineers  
Policy Number: WZP81019911  
Effective Date: 07/01/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

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

### SCHEDULE

#### Person or Organization

City of Alameda  
Public Works Department  
950 W. Mall Square #110  
Alameda, CA 94501

#### Job Description

Ref: Cross Alameda Trail Design Project. SCHEDULE CONTINUED: The City of Alameda, its City Council, Boards, Commissions, Officials, Officers, Employees and Volunteers

**CITY OF ALAMEDA**  
Risk Management  
  
Date 2-17-15  
Lucretia Akil, City Risk Manager

Countersigned by



Authorized Representative

Form WC 04 03 06  
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date: