

ORIGINAL

CONTRACTOR AGREEMENT

THIS AGREEMENT, entered into this ____ day of July 2016, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **GOODLAND LANDSCAPE CONSTRUCTION, INC.**, a California "S" Corporation whose address is **2455 N. NAGLEE ROAD #402, TRACY, CALIFORNIA 95304**, (hereinafter referred to as "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. City and Contractor desire to enter into an agreement for construction of **Estuary Park Site Improvements, Phase 1**, a City of Alameda Park, located at 3000 Mosley Avenue, in accordance with Plans and Specifications adopted therefor, P.W. No. 02-16-01, filed in the Office of the City Clerk on April 19, 2016.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for Estuary Park Site Improvements, Phase 1 (see Exhibit A for scope of work).

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

1. TERM:

The Contractor shall have One Hundred and Eighty-Two (182) consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to diligently prosecute the work to completion.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO CONTRACTOR:

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "A" (BIDDERS PROPOSAL FORM) and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from fund 91311.

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

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

Total compensation for work is \$4,307,006, with a 6% percent contingency in the amount of \$258,420 for a total not to exceed of \$4,565,426. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

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

4. TIME IS OF THE ESSENCE:

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

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

delay. It is therefore agreed that the Contractor will pay to the City the sum of FIVE HUNDRED DOLLARS (\$500) per day for each and every day's delay beyond the time prescribed to complete the work; 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.

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

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 one (1) day from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. STANDARD OF CARE:

Contractor agrees to perform 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 nor have any contractual relationship with City.

6. INDEPENDENT PARTIES:

Contractor hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. 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, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. **NON-DISCRIMINATION:**

Consistent with City's policy 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 race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

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

10. **INSURANCE:**

On or before the commencement of the terms of 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, 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 fourteen (14) days' advance written notice to the City of Alameda, "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, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. **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: \$2,000,000 each occurrence
\$3,000,000 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 \$3,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

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

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

(4) Builders Risk:

In the amount of \$1,000,000.

B. SUBROGATION WAIVER:

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

C. 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 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 worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible

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 Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

11. BONDS:

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney:

A. Faithful Performance:

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

B. Labor and Materials:

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

12. PROHIBITION AGAINST TRANSFERS:

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of 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 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.

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

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

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

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry

general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

Contractor 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.

Contractor 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. Contractor 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 Contractor 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 Contractor to City shall be addressed to City at:

City of Alameda
Recreation & Parks Department
2263 Santa Clara Avenue
Alameda, CA 94501-4417
ATTENTION: Amy Wooldridge, Director
Ph: (510) 747-7570

With a copy to: Jack Dybas, Project Manager II, Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7575
Ph.: (510) 747-7948

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

Goodland Landscape Construction, Inc.
2455 N. Naglee Road #402
Tracy, CA 95304
ATTENTION; Dena Wortham, President
Ph: (209) 835-9956

18. UTILITIES

Contractor shall pay all charges for fuel, gas, water, electricity, telephone services and any other utilities necessary to carry on the operations of Contractor.

19. NUISANCE

Contractor shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

20. SAFETY REQUIREMENT

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.

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

21. HOURS OF OPERATION

Contractor shall be allowed to operate only for the hours of 8:00 a.m. to 5:00 p.m., Monday -Friday unless prior written approval has been secured from City to do otherwise.

22. 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.

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

Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

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

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

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

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

24. HOURS OF LABOR:

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by 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.

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 day.

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

25. CERTIFIED PAYROLL:

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. Certified payrolls shall be prepared and submitted weekly to the Labor Compliance Officer, Gail Carlson, Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501 by the Contractor and each subcontractor. Contractor is responsible for the submission of copies 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, his or her 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.

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

In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to the CITY, \$25.00 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.

26. APPRENTICES:

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.

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.

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' required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

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

27. LABOR DISCRIMINATION:

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

28. REGISTRATION OF CONTRACTORS:

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

29. URBAN RUNOFF MANAGEMENT:

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.

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

- a. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), on site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).
- b. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.
- c. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.
- d. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.
- e. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each workday. Contractor shall also clean up any leaks, drips, and other spills as they occur.

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

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

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two

hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code §13385.

30. 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.

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

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

- ☐ Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.
- ☐ Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
 - a. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
 - b. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
 - c. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
 - d. Biological controls (e.g., natural enemies or predators);
 - e. Reduced-risk chemical controls (e.g., soaps or oils);
 - f. Other chemical controls.
- ☐ Prior to applying chemical controls the contractor shall complete a checklist for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the contractor shall submit one checklist prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. (Attached as Exhibit C). Additionally, the contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.
- ☐ Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:

- a. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
 - b. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
 - c. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
 - d. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.
- ☐ Contractor shall sign the Contractor Verification Form (Attached as Exhibit B) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.
 - ☐ Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.
 - ☐ Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk. *If this agreement pertains to the use of any items listed above, the Contractor will need to fill out and send in the Contractor Verification Form and Contractor Check List.*

32. PURCHASES OF MINED MATERIALS REQUIREMENT:

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

Within five days of award of contract, Contractor shall submit a report to 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.

33. TERMINATION:

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement and the City may terminate for cause pursuant to the provisions of Section 13 G of the General Conditions, attached hereto as General Conditions Of The Contract For Construction.

In addition to the foregoing, City shall have the option, at its sole discretion and without cause, of terminating this Agreement for convenience pursuant to the provisions of section 13 H of the General Conditions, attached hereto as General Conditions Of The Contract For Construction. 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.

34. COMPLIANCES:

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

35. 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.

36. 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.

37. 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.

38. 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 Contractor.

39. 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.

40. **CAPTIONS:**

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

Signatures on next page

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

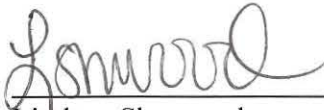
GoodLand Landscape Construction, Inc.
A California "S" Corporation



Thomas R. Wortham
Vice President

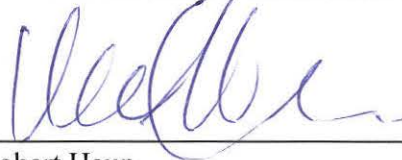
CITY OF ALAMEDA
A Municipal Corporation

Jill Keimach
City Manager



Lindsey Sherwood
Secretary-Treasurer

RECOMMENDED FOR APPROVAL



Robert Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney



Andrico Q. Penick
Assistant City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of SAN JOAQUIN)

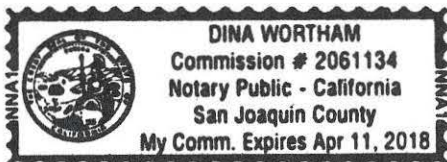
On June 2, 2016 before me, DINA WORTHAM, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared LINDSEY SHERWOOD & THOMAS WORTHAM
Name(s) of Signer(s)

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.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RECEIVED
JAN 10 1964
U.S. AIR FORCE
HONOLULU, HAWAII
AIR MAIL



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

950 West Mall Square, Room 110

Alameda, CA 94501-7558

SAMPLE

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

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

REF:

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

PRIMARY INSURANCE:

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

SEVERABILITY OF INTEREST:

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

WAIVER OF SUBROGATION:

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

NOTICE OF CANCELLATION:

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

POLICY NUMBER:

COMMERCIAL AUTO

CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

SAMPLE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

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

SCHEDULE

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

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

REF:

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

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.

CA 20 48 02 99

Page 1 of 1

Exhibit A

Estuary Park - Site Improvements (Phase 1)

UPDATED SCHEDULE OF VALUES (Bid Item List)

P.W. 02-16-01

Estuary Park Site Improvements, Phase 1				No. P.W.		02-16-01	
City of Alameda				(UPDATED per Addendum No. 08)			
Phase 1 - Multi-Use Field and Baseball Field							
ITEM	DESCRIPTION	QUANTITY (estimated)	UNIT	BID ITEM UNIT PRICE	BID ITEM TOTAL COST		
Site Preparation							
1	Construction Fencing	930	lf	4.15	3,859.50		
2	Construction gate	1	ea.	482.00	482.00		
3	Survey and Staking	1	ls	33,330.00	33,330.00		
4	Stabilized Construction Entry	2,460	sf	1.70	4,182.00		
5	Filter Roll Barrier	1,831	lf	3.00	5,493.00		
6	Concrete Washout	1	ea.	5,206.00	5,206.00		
7	Storm Drain Inlet Filter	1	ls	3,400.00	3,400.00		
8	Pothole Existing Utilities	1	ls	5,550.00	5,550.00		
9	SWPPP Management / Maintenance	1	ls	35,467.00	35,467.00		
A	Subtotal:				96,969.50		
Demolition							
10	Remove Existing Infield Fines	9,039	sf	.75	6,779.25		
11	Sawcut Paving	347	lf	5.00	1,735.00		
12	Gravel Pathways	5,321	sf	.90	4,788.90		
13	Concrete Curb and Gutter	315	lf	5.40	1,701.00		
14	Concrete Paving - Ramp	175	sf	3.60	630.00		
15	Asphalt Paving - Pathways	6,394	sf	5.25	33,568.50		
16	Asphalt Paving (patch in street along curb and gutter)	981	sf	13.00	12,753.00		
17	Remove Existing Backstop, Dugout fence and Outfield Chain Link Fence	1	ls	6,710.00	6,710.00		
18	Remove and Salvage - Irrigation Valves, and Heads	3.4	ac	520.00	1,768.00		
19	Remove Aluminum Bleachers	2	ea.	550.00	1,100.00		
20	Clear and Grub - Turf	44,508	sf	.15	6,676.20		

Exhibit A

Estuary Park - Site Improvements (Phase 1)

UPDATED SCHEDULE OF VALUES (Bid Item List)

P.W. 02-16-01

ITEM	DESCRIPTION	QUANTITY (estimated)	UNIT	BID ITEM UNIT PRICE	BID ITEM TOTAL COST
21	Clear and Grub - Synthetic Turf	104,697	sf	.15	15,704.55
22	Tree Protection	14	ea.	635.00	8,890.00
23	Remove Trees	12	ea.	650.00	7,800.00
24	Demolition existing street curb inlet	1	ls	2,345.00	2,345.00
25	Miscellaneous Site Demolition	1	ls	24,100.00	24,100.00
B	Subtotal:				137,049.40
Grading, Drainage and Utilities					
Grading					
26	Rough Grading	174,084	sf	2.10	365,576.40
27	Strip Turf and Soil Off Haul - 4" Depth in Synthetic Turf Area	1,515	cy	21.85	33,102.75
28	CKD Treatment (Synthetic Turf Areas)	122,860	sf	1.15	141,289.00
C	Subtotal:				539,968.15
Drainage and Utilities					
C.3 Drainage Area					
29	Biofiltration Soil (1.5')	335	cy	105.00	35,175.00
30	Biofiltration Drain Rock Base	6,027	sf	4.60	27,724.20
31	Biofiltration Area Rock Energy Dissipator	2	ea.	1,385.00	2,770.00
32	4" Perforated Underdrain in Biofiltration Area	313	lf	16.50	5,164.50
33	Storm Drain Overflow Riser	3	ea.	385.00	1,155.00
34	Cleanouts	6	ea.	330.00	1,980.00
35	Lift Station and Assembly	1	ea.	18,300.00	18,300.00
35A	Infiltration Trench Drain - Type 1; Trench Drain Grate and Frame	242	lf	117.00	28,314.00
35B	Infiltration Trench Drain - Type 1; Drain Rock	24	cy	95.00	2,280.00
35C	Infiltration Trench Drain - Type 1; 4" Perforated Pipe	242	lf	33.00	7,986.00
35D	Infiltration Trench Drain - Type 1; 4" Storm Drain Line	51	lf	88.00	4,488.00
35E	Infiltration Trench Drain - Type 1; Connection to Existing Manhole	1	ea.	1,650.00	1,650.00

Exhibit A

Estuary Park - Site Improvements (Phase 1)

UPDATED SCHEDULE OF VALUES (Bid Item List)

P.W. 02-16-01

ITEM	DESCRIPTION	QUANTITY (estimated)	UNIT	BID ITEM UNIT PRICE	BID ITEM TOTAL COST
35F	Infiltration Trench Drain - Type 1; Cleanout	1	ea.	385.00	385.00
	Catch Basins / Junction Boxes				
36	Junction Box - Cast Iron Lid	3	ea.	3,510.00	10,530.00
37	Curb inlet at street	1	ea.	2,855.00	2,855.00
38	4" Area Drain in Landscape	4	ea.	1,265.00	5,060.00
	Storm Drain				
39	3" Storm Drain Lines	87	lf	38.00	3,306.00
40	4" Storm Drain Lines	383	lf	39.50	15,128.50
41	6" Storm Drain Lines	127	lf	46.00	5,842.00
42	8" Storm Drain Lines	497	lf	42.75	21,246.75
43	4" Clean Outs - in Landscape	4	ea.	405.00	1,620.00
44	4" Clean Outs - in Hardscape	11	ea.	460.00	5,060.00
45	4" Perforated Trench Subdrain in Synthetic Turf	406	lf	43.00	17,458.00
46	6" Perforated Trench Subdrain in Synthetic Turf	1,297	lf	43.50	56,419.50
47	Point of Connection - on site	1	ea.	1,750.00	1,750.00
	Sanitary Sewer				
48	12" Catch Basin at Trash Enclosure	1	ea.	1,845.00	1,845.00
49	Sanitary Sewer Line	1,276	lf	66.00	84,216.00
50	Cleanouts	10	ea.	440.00	4,400.00
51	Point of Connections - off site	1	ea.	10,835.00	10,835.00
	Domestic Water				
52	1.5" Meter - EBMUD	1	ls	-	-
53	Domestic Water Line	1,642	lf	19.50	32,019.00
54	Domestic Water Line - copper	107	lf	50.00	5,350.00
55	Sleeves	585	lf	11.50	6,727.50
56	Gate Valves	8	ea.	500.00	4,000.00

Exhibit A

Estuary Park - Site Improvements (Phase 1)

UPDATED SCHEDULE OF VALUES (Bid Item List)

P.W. 02-16-01

ITEM	DESCRIPTION	QUANTITY (estimated)	UNIT	BID ITEM UNIT PRICE	BID ITEM TOTAL COST
D	Subtotal:				433,039.95
Paving					
57	Concrete Paving - Pedestrian	13,562	sf	4.95	124,991.90
58	Concrete Paving - Vehicular	6,673	sf	9.00	60,057.00
59	Concrete Paving - Fire	281	sf	20.00	5,620.00
60	Concrete Pad for utilities	405	sf	33.00	13,365.00
61	6" Concrete Curb	26	lf	40.00	1,040.00
62	Concrete Curb and Gutter	320	lf	58.00	18,560.00
63	Asphalt Paving - Fire (patch in street along curb and gutter)	470	sf	14.00	6,580.00
64	Decomposed Granite at Restroom Pad	295	sf	7.25	2,138.75
65	Decomposed Granite Paving	25	sf	27.80	695.00
E	Subtotal:				234,461.20
Baseball					
Backstop					
66	20' Tall Black Clad Chain Link Fence	100	lf	265.00	26,500.00
67	12" Concrete Edge band	100	lf	47.00	4,700.00
68	Baseboard	340	lf	33.00	11,220.00
Dugout (2)					
69	Concrete Paving	854	sf	13.85	11,827.90
70	12" Concrete Edge band at Fence	90	lf	55.00	4,950.00
71	6' Tall Chain Link Fence	210	lf	119.00	24,990.00
72	5' Wide Pedestrian Gate	2	ea.	1,430.00	2,860.00
Baseball Field					
73	1-1/4" Synthetic Turf with Fiber Root Zone, no Infill (Material Installed Only)	39,225	sf	9.40	368,715.00
74	Inlaid Field Striping	2	ea.	660.00	1,320.00
75	Brock, Fine Grading, Geotextile, Quarry Fines	39,225	sf	2.40	94,140.00

Exhibit A

Estuary Park - Site Improvements (Phase 1)

UPDATED SCHEDULE OF VALUES (Bid Item List)

P.W. 02-16-01

ITEM	DESCRIPTION	QUANTITY (estimated)	UNIT	BID ITEM UNIT PRICE	BID ITEM TOTAL COST
76	TREX Recycled Plastic Header	790	lf	9.15	7,228.50
77	Conformance Survey	1	ea.	3,300.00	3,300.00
Outfield Fence and Curbs					
78	12" Concrete Edge band at Outfield Fence	690	lf	28.00	19,320.00
79	2' and Less Concrete Wall	172	lf	210.00	36,120.00
80	3' Tall Black Clad Chain Link Fence - Outfield Fence	580	lf	65.60	38,048.00
80A	10' Tall Black Clad Chain Link Fence - Outfield Fence	580	lf	17.10	9,918.00
81	5' Tall Black Clad Chain Link Fence - Property Line	172	lf	57.25	9,847.00
82	5' Wide Pedestrian Gate	2	ea.	1,430.00	2,860.00
83	14' Wide Vehicular Gate	1	ea.	2,000.00	2,000.00
Furnishings					
84	Players Benches	4	ea.	1,260.00	5,040.00
85	Bat Rack	2	ea.	225.00	450.00
86	Tree Helmet	2	ea.	375.00	750.00
87	Foul Line Poles	1	pr	3,840.00	3,840.00
88	Scorers table	1	ea.	895.00	895.00
89	Knack Boxes	2	ea.	1,585.00	3,170.00
90	Signage	1	ls	1,775.00	1,775.00
F	Subtotal:				665,784.40
Multi-Use Field - Football, Soccer, and Rugby					
91	2" Synthetic Turf with EcoGreen Infill (Material Installed Only)	83,635	sf	6.80	568,718.00
92	Inlaid Field Striping	1	ls	2,200.00	2,200.00
93	Brock Powerbase YSR, Fine Grading, Geotextile, Quarry Fines	83,635	sf	2.75	229,996.25
94	TREX Recycled Plastic Header	1,230	lf	9.15	11,254.50
95	Conformance Survey	1	ls	3,300.00	3,300.00
96	12" x 6" Concrete Edge band at Fence Multi-Use Field	820	lf	33.25	27,265.00

Exhibit A

Estuary Park - Site Improvements (Phase 1)

UPDATED SCHEDULE OF VALUES (Bid Item List)

P.W. 02-16-01

ITEM	DESCRIPTION	QUANTITY (estimated)	UNIT	BID ITEM UNIT PRICE	BID ITEM TOTAL COST
97	20' Tall Black Clad Chain Link Fence at Multi-Use Field	431	lf	267.60	115,335.60
98	48" Tall Black Clad Chain Link Fence at Multi-Use Field	365	lf	78.75	28,743.75
99	4' Wide Pedestrian Gate	1	ea.	1,325.00	1,325.00
100	4' X 20' Swing Gate	1	ea.	2,000.00	2,000.00
101	5 row bleachers	2	ea.	11,545.00	23,090.00
102	Football Goals and Equipment	1	set	8,303.00	8,303.00
103	Soccer Goals, Equipment and Tie Downs	2	ea.	6,149.50	12,299.00
104	Rugby Goals	1	set	3,884.00	3,884.00
G	Subtotal:				1,037,714.10
Site and furnishings					
105	Picnic Table - ADA	4	ea.	1,682.00	6,728.00
106	BBQ - Small	1	ea.	1,175.00	1,175.00
107	Drinking Fountains	2	ea.	7,735.00	15,470.00
108	Trash Receptacles	6	ea.	1,300.00	7,800.00
109	Recycle Receptacles	6	ea.	2,285.00	13,710.00
110	Bike Racks	6	ea.	660.00	3,960.00
111	Collapsible Ballards	5	ea.	675.00	3,375.00
112	Covered Dumpster Enclosure	1	ea.	45,955.00	45,955.00
113	Bioretention Signage	1	ea.	18,650.00	18,650.00
114	Signage	1	ls	51,720.00	51,720.00
115	(2) 6' Gates with re-used slats at electrical transformer	1	ls	660.00	660.00
H	Subtotal:				105,870.00
Landscape					
116	Finite Grading & Amendments	27,088	sf	.65	17,607.20
117	Trees - 15 Gallon	28	ea.	207.00	5,796.00
118	Shrubs - 5 Gallon	237	ea.	34.50	8,176.50

Exhibit A

Estuary Park - Site Improvements (Phase 1)

UPDATED SCHEDULE OF VALUES (Bid Item List)

P.W. 02-16-01

ITEM	DESCRIPTION	QUANTITY (estimated)	UNIT	BID ITEM UNIT PRICE	BID ITEM TOTAL COST
119	Shrubs - 1 Gallon	311	ea.	19.75	6,142.25
120	Turf - No Mow Fescue Sod	5,856	sf	2.15	12,580.40
121	Planting Area Mulch	21,232	sf	.60	12,739.20
122	90 day maintenance	27,088	sf	.55	14,898.40
I	Subtotal:				77,949.46
Irrigation					
123	Backflow Preventer, Pad, Cage and Blanket	1	ea.	8,321.00	8,321.00
124	Master Valve	1	ea.	1,676.00	1,676.00
125	Flow Sensor	1	ea.	1,175.00	1,175.00
126	Flow Sensor Conduit	86	lf	6.85	589.10
127	Isolation Gate Valves	3	ea.	565.00	1,695.00
128	Control Valves	4	ea.	766.00	3,064.00
129	Quick Coupler Valves - in Landscape	10	ea.	262.00	2,620.00
130	Quick Coupler Valves - in Synthetic Turf	20	ea.	453.00	9,060.00
131	Shrub Bubblers	548	ea.	11.55	6,329.40
132	Tree Bubbler Assemblies	28	ea.	73.00	2,044.00
132A	Subsurface Drip Irrigation	5,815	sf	3.25	18,898.75
133	Main Line	1,557	lf	16.20	25,223.40
134	Lateral Lines	1,083	lf	6.60	7,147.80
135	Sleeves	235	lf	15.85	3,724.75
136	Controller	1	ls	13,134.00	13,134.00
137	Control Valve Wiring	1	ea.	1,939.00	1,939.00
J	Subtotal:				100,641.20
Electrical					
138	AMP Service (without City paying for wiring)	1	ls	74,347.00	74,347.00
139	Trenching	1	ls	71,841.00	71,841.00

Exhibit A

Estuary Park - Site Improvements (Phase 1)

UPDATED SCHEDULE OF VALUES (Bid Item List)

P.W. 02-16-01

ITEM	DESCRIPTION	QUANTITY (estimated)	UNIT	BID ITEM UNIT PRICE	BID ITEM TOTAL COST
140	Infrastructure	1	ls	231,371.00	231,371.00
141	Security Lighting	1	ls	92,745.00	92,745.00
142	Sports Lighting - Qualite	1	ls	338,345.00	338,345.00
143	Tax and Freight	1	ls	32,919.15	32,919.15
K	Subtotal:				841,568.15
Add Alternate No. 1: Restroom Building					
Restroom Infrastructure				35.77 m	
144	Concrete Pad Preparation	295	sf	40,551.00 m	10,551.00
145	Domestic Water Connection	1	ls	1,950.00	1,950.00
146	Sewer Connection	1	ls	4,674.00	4,674.00
147	Electrical Connection	1	ls	21,450.00	21,450.00
L	Subtotal:				38,625.00
Restroom Building					
148	Restroom Building - Direct Purchase	1	ea.	168,870.00	168,870.00
M	Subtotal:				168,870.00
Total - Add Alternate No. 1: Restroom Building					207,495.00
BASE BID AMOUNT TOTAL:					20 4,307,006.00
(in words): Four million, three hundred seven thousand and six dollars even					
BID ADD ALTERNATE AMOUNT:					207,495.00
(in words): Two hundred ^{seven} thousand seven four hundred ^{seven} ninety-five dollars and no					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/6/2016

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 InterWest Insurance Services License #0B01094 P.O. Box 255188 Sacramento CA 95865-5188		CONTACT NAME: Joanne Cadarette PHONE (A/C, No, Ext): 916-609-8362 E-MAIL ADDRESS: jcadarette@iwins.com FAX (A/C, No): 916-979-7562															
INSURED GOODL-3 Goodland Landscape Construction, Inc. 2455 N. Naglee Road #402 Tracy CA 95304		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Financial Pacific Ins Company</td><td>31453</td></tr><tr><td>INSURER B: Security National Insurance Co</td><td>33120</td></tr><tr><td>INSURER C: Hanover Insurance Company</td><td>22292</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Financial Pacific Ins Company	31453	INSURER B: Security National Insurance Co	33120	INSURER C: Hanover Insurance Company	22292	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 853864064

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> \$2,000 Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	60466222	8/29/2015	8/29/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr><tr><td>PRODUCTS - COMPIOP AGG</td><td>\$4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMPIOP AGG	\$4,000,000		\$
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	\$																				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	60466222	8/29/2015	8/29/2016	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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EACH OCCURRENCE	\$4,000,000																				
AGGREGATE	\$4,000,000																				
	\$																				
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	SWC1084043	8/29/2015	8/29/2016	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
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E.L. DISEASE - POLICY LIMIT	\$1,000,000																				
C	<input checked="" type="checkbox"/> INSTALLATION FLOATER <i>Covers Bldgs Risk</i>			IHFA719788	8/29/2015	8/29/2016	<table border="1"><tr><td>LIMIT - JOBSITE</td><td>10,000,000</td></tr><tr><td>LIMIT - CATASTROPHE</td><td>10,000,000</td></tr><tr><td>DEDUCTIBLE</td><td>1,000</td></tr></table>	LIMIT - JOBSITE	10,000,000	LIMIT - CATASTROPHE	10,000,000	DEDUCTIBLE	1,000								
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LIMIT - CATASTROPHE	10,000,000																				
DEDUCTIBLE	1,000																				

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

Re: Estuary Park Site Improvements Phase 1. Additional Insured Status Applies To City Of Alameda, Its City Council, Boards, Commissions, Officials, Employees, Volunteers Per Endorsements Attached. Primary Wording, GL/AU/WC Waivers Attached.

CITY OF ALAMEDA

Risk Management

[Signature] Date *6-8-16*
Lucretia Aki, City Risk Manager

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda CA 94501	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>[Signature]</i>
--	---

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POLICY NUMBER: 60466222

COMMERCIAL GENERAL LIABILITY

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:

Re: Estuary Park Site Improvements Phase 1. Additional Insured Status Applies To City Of Alameda, Its City Council, Boards, Commissions, Officials, Employees, Volunteers Per Endorsements Attached. Primary Wording, GL/AU/WC Waivers Attached.

(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 to the extent that the person or organization is held liable for "your work" for that person or organization by or for you.

This endorsement applies to the following work:

Description of Job: See Above

Location of Job: See Above

AI only Effective from:

Effective Date: 8/29/2015

Expiration Date: 8/29/2016

When this endorsement applies, such insurance as is afforded by the general liability policy is primary and any other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

CG 20 10 11 85 Modified (07-01)

Page 1 of 1

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CITY OF ALAMEDA

Risk Management

 Date 6-8-16
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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE


Name of Person or Organization:

Re: Estuary Park Site Improvements Phase 1. Additional Insured Status Applies To City Of Alameda, Its City Council, Boards, Commissions, Officials, Employees, Volunteers Per Endorsements Attached. Primary Wording, GL/AU/WC Waivers Attached.

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CITY OF ALAMEDA
Risk Management

Date 6-8-16
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM ✓

SCHEDULE

NAMED INSURED: Goodland Landscape Construction, Inc.
2455 N. Naglee Road #402
Tracy CA 95304

ADDITIONAL INSURED: Re: Estuary Park Site Improvements Phase 1. Additional Insured Status Applies To City Of Alameda, Its City Council, Boards, Commissions, Officials, Employees, Volunteers Per Endorsements Attached. Primary Wording, GL/AU/WC Waivers Attached.

WHO IS AN INSURED (SECTION II) is amended to include as an insured the organization shown in the Schedule above, but only with respect to the operation of vehicles owned by the named insured and operated on behalf of the named insured. This endorsement does not apply to any operations for other than the named insured.


Each person or organization named above is an insured for liability coverage, but only to the extent that person or organization qualifies as an insured under the Who Is An Insured provision of Section II Liability Coverage.

The additional insured is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium, if applicable, declared by us shall be paid to you.

You are authorized to act for the additional insured in all mailers pertaining to this insurance.

We will mail the additional insured notice of any cancellation of this policy. If the cancellation is by us, we will give thirty days notice to the additional insured.

The additional insured will retain any right of recovery as a claimant under this policy.

CITY OF ALAMEDA
Risk Management

Date 6-8-16
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

This endorsement modifies insurance provided under the following:


BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name of Person or Organization: Re: Estuary Park Site Improvements Phase 1. Additional Insured Status Applies To City Of Alameda, Its City Council, Boards, Commissions, Officials, Employees, Volunteers Per Endorsements Attached. Primary Wording,

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition (Section IV BUSINESS AUTO CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for bodily injury or property damage arising out of losses or accidents which occur during the policy period. This waiver applies only to liability you assume pursuant to a contract with the person or organization shown in the schedule.

CITY OF ALAMEDA
Risk Management

Date 6-8-16
Lucretia Akil, City Risk Manager

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 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Any person or organization as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated

Endorsement Effective 8/29/15

Policy No. SWC1084043

Endorsement No. WC040306


Insured Goodland Landscape

Premium \$

Insurance Company Security National Insurance Company

Countersigned by

CITY OF ALAMEDA
Risk Management


Date 6-8-16
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, none of these volunteer worker(s) are insureds for:

1. "Bodily injury" or "personal injury":
 - a. To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;
 - b. To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" as a consequence of paragraph 1.a. above;
 - c. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs 1.a. or b. above; or
 - d. Arising out of his or her providing or failing to provide professional health care services.
2. "Property damage" to property:
 - a. Owned, occupied, or used by,
 - b. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your other volunteer workers, your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

OK
[Signature]