

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this 9th day of February, 2011, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **SCHAAF AND WHEELER**, a California corporation, whose address is **870 MARKET STREET, SUITE 1278, SAN FRANCISCO, CALIFORNIA 94102-2906** (hereinafter referred to as "Consultant"), is made with 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. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- C. 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.
- D. City and Consultant desire to enter into an agreement for the Preparation of Engineering Documents for the Upgrade of the City of Alameda Sewer Pump Stations, Phase 2: Immediate Improvements 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 16th day of February, 2011, and shall terminate on the 30th day of June, 2011, unless terminated earlier as set forth herein.

This agreement may be mutually amended on a year-by-year basis, for up to four (4) additional years, based on satisfactory performance of all aspects of this contract. The Public Works Director may submit written notice that the contract is to be extended at the same terms and costs (plus an annual increase to the Consumer Price Index for the San Francisco Bay Area appropriate to the trades associated with the work as reported in the *Engineering News Record* (ENR), for the previous calendar year) as the existing contract, except as provided herein.

2. SERVICES TO BE PERFORMED:

Consultant shall perform each requested service set forth in the list of services detailed in Exhibit "A", as directed by the City, which is attached hereto and incorporated herein by this reference. The consultant acknowledges that the work plan included in Exhibit "A" is tentative and does not commit the City to perform all task included therein.

3. COMPENSATION TO CONSULTANT:

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "B" 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 Sewer Fund.

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 to in writing by City prior to performance and shall be paid on a Time and Material basis using Exhibit "B" schedule.

Total compensation for identified work scope is \$84,884.00. In addition there is a 10% contingency resulting in a total not to exceed contract price of \$93,373.00. Use of contingency shall require 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:

City and Consultant intend that the relationship between them created by this Agreement is that of employer-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 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 or active 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 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 \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automotive liability coverage 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 and commissions, officers, and employees 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 W. Mall Square, Room 110
Alameda CA 94501
Attention: Paul Soo Jr., Associate Engineer

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

Schaaf and Wheeler
870 Market Street , Suite 1278
San Francisco, CA 94102-2906
Attention: Daniel Schaaf P.E.
Ph: (415) 433-4848 / Fax: (415) 433-1029

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) 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. Note that the list changes periodically and should be reviewed accordingly.

20. COMPLIANCES:

Consultant shall comply with all state or 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:

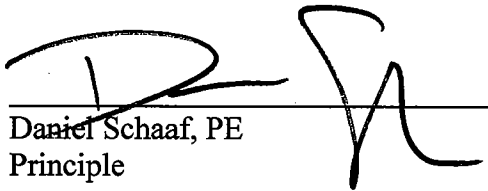
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement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

SCHAFF AND WHEELER
A California Corporation


Daniel Schaaf, PE
Principle


CITY OF ALAMEDA
A Municipal Corporation


Lisa Goldman
Acting City Manager

RECOMMENDED FOR APPROVAL:


Matthew T. Naclerio
Public Works Director

APPROVED AS TO FORM:
City Attorney


Laura Zagaroli
Deputy 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

(If no entry appears above, information required to complete this endorsement will show in Declaration Page 1 of the policy. If no entry appears above, information required to complete this endorsement will show in Declaration Page 1 of the policy. If no entry appears above, information required to complete this endorsement will show in Declaration Page 1 of the policy. If no entry appears above, information required to complete this endorsement will show in Declaration Page 1 of the policy.)

WHO IS AN INSURED (Section II) is amended to include the above named person or organization as an additional insured, but only with respect to liability arising out of the operations of the above named person or organization.

REF: _____
The City of Alameda, its officers, directors, employees, agents, independent contractors, subcontractors, and vendors, shall be added as additional insureds for the purpose of this endorsement.

PRIMARY: _____
IT IS UNDERSTOOD AND AGREED THAT THE ABOVE NAMED PERSON OR ORGANIZATION SHALL BE THE PRIMARY INSURED UNDER THIS POLICY. THE ABOVE NAMED PERSON OR ORGANIZATION SHALL BE RESPONSIBLE FOR THE PAYMENT OF PREMIUMS AND COINSURANCE CONTRIBUTIONS WITH THE INSURANCE COMPANY.

SEVERAL: _____
IT IS AGREED THAT THE ABOVE NAMED PERSON OR ORGANIZATION SHALL BE SEVERALLY RESPONSIBLE FOR THE PAYMENT OF PREMIUMS AND COINSURANCE CONTRIBUTIONS WITH THE INSURANCE COMPANY. THE ABOVE NAMED PERSON OR ORGANIZATION SHALL BE RESPONSIBLE FOR THE PAYMENT OF PREMIUMS AND COINSURANCE CONTRIBUTIONS WITH THE INSURANCE COMPANY.

WAIVER OF SUBROGATION: _____
IT IS UNDERSTOOD AND AGREED THAT THE ABOVE NAMED PERSON OR ORGANIZATION WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE NAMED PERSON OR ORGANIZATION. THE ABOVE NAMED PERSON OR ORGANIZATION WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE NAMED PERSON OR ORGANIZATION.

NOTICE: _____
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 POLICY HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

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

SCHEDULE
SAMPLE
Name of Person or Organization:

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

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

REF:

The City of Alameda, its City Council, boards and commissions, officers & employees 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

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City of Alameda
Preparation of Engineering Documents for Upgrade of
Sewer Pump Stations, Phase 2: Immediate Improvements

D. Scope of Work

D1. Project Understanding

In 2010, Schaaf & Wheeler performed a condition and reliability assessment of the City's 34 sanitary sewer pump stations. The assessment identified existing code violations, safety concerns, operational issues, and reliability deficiencies for each of the stations. This project, Phase 2 of a three-phase improvement program, focuses on performing the recommended "immediate improvements" for the eight pump stations that do not have reliability deficiencies. The "Immediate Improvements" were identified in Schaaf & Wheeler's pump station assessment report and consist of identified safety hazards, code violations, and good practice improvements. A detailed summary of the improvements for the Phase 2 pump station improvement project are shown in the table below.

Pump Station		Modify or Replace Existing Panel	Relocate electrical panel(s) or provide minimum required clearances	Replace non-explosion-proof conduit, etc. with explosion-proof type	Install electrical warning signs and labels	Install equipment nameplates	Install backup level control switch	Install additional conduit for bubbler air tube/relocate air tube for accessibility	Replace/repair electrical equipment in wetwell	Additional Immediate Improvements
#	Name									
4	Sheffield-Cumberland	X		X	X			X		Seal and cover exposed wires and open splices
6	Seaview I	X	X	X	X			X	X	Install individual power and control circuits for each pump.
7	Seaview II	X	X	X	X	X		X		Provide sufficient grounding for station
14	Eastshore-Meyers	X	X	X	X			X	X	
15	Bayview	X	X	X	X	X	X	X	X	Provide hazardous gas detection equipment
17	Willow	X			X		X	X		Relocate pump motor power cables
23	Sand Beach	X	X	X	X	X	X		X	
30	Triumph-Independence	X	X	X	X	X		X		

D2. Project Approach

Schaaf & Wheeler performed pump station assessments for all of the City's sanitary sewer pump stations and can therefore perform the preliminary Phase 2 design work through brief site visits. Site visits will be necessary to develop site plans for the construction documents and to confirm specific electrical components/wiring to determine the best-fit location for new equipment. Since the work is primarily electrical, survey-level accuracy is not required and the site plans will be based on field measurements.

To maximize available funds, we anticipate rehabilitating the eight stations included in Phase 2 through one construction contract, with one set of plans and specifications. Doing so allows the eight stations to be equipped with standardized equipment. Where appropriate, we will provide standard construction details. Schaaf & Wheeler will work closely with City O&M staff to ensure that operator preferences are incorporated into the design whenever possible. Additionally, Schaaf & Wheeler will work with the City to standardize the improvements being designed under Phase 1 and Phase 3 of the Sewer Pump Stations Upgrades project.



The project approach for specific design elements/tasks are discussed in the following sections.

PROJECT ORGANIZATION AND EFFICIENCY

Schaaf & Wheeler engineers represented on the Phase 2 team are intimately familiar with each of the 8 pump stations included in this scope of work. Several of these pump stations share similar layouts, equipment, and improvement requirements. These stations will be grouped together and designed simultaneously for efficiency and to reduce the number of details in the design documents.

EQUIPMENT STANDARDIZATION

Phase 2 Schaaf & Wheeler team members -- including Julio Herdocia of MTH Engineers -- have recently worked with the City on pump station improvement projects, and therefore have a good understanding of the City's existing pump station equipment and current standards/desires for new equipment. Schaaf & Wheeler will work with City staff to ensure that the equipment included within the Phase 2 improvements matches the City's current standards and needs.

FLOODPLAIN AND SEA LEVEL RISE CONSIDERATION

Schaaf & Wheeler will analyze the elevation of the existing electrical equipment at each station and compare it to the existing FEMA 100-year floodplain and the flood level adjusted for the change in sea level anticipated over the expected service life of the equipment. Schaaf & Wheeler's "Sea Level Rise Inundation Study" prepared for the City of Alameda will be used for analysis. Where site conditions allow, Schaaf & Wheeler will locate new electrical equipment above the flood levels.

CONSIDERATION OF FUTURE PUMP STATION IMPROVEMENTS

The following pump station improvements are recommended during the next rehabilitation of Phase 2 pump stations:

- Sheffield/Cumberland -- Add a second pump and increase capacity to meet the PWWF
- Sand Beach -- Add a second pump and increase capacity to meet the PWWF
- Seaview II -- Add a second pump
- Eastshore/Myers -- Add a second pump
- Bayview -- Add a second pump
- Willow -- Add a second pump

We will take these future improvements into account during design of the Phase 2 pump station improvements so that future rehabilitations can be implemented without having to disturb the equipment being replaced in the Phase 2 project. For instance, in designing the current replacement control panel at Bayview, we can allow for the future addition of a second pump without the need to replace the new panel.



SCHEDULE

Schaaf & Wheeler's knowledge of the existing system, our strong working relationship with the City, our understanding of the improvement requirements, and our knowledge of the City's standards will enable us to streamline the design process so that the City's project deadline can be met. Our proposed schedule is included as Section E of this proposal.

D3. Scope of Work

The work tasks are organized into major milestone deliveries with subtasks listed as appropriate. This organization is complimentary to the fee estimate provided in Section F and the milestone schedule shown in Section E.

TASK I – PRELIMINARY DESIGN AND 60% DOCUMENTS

- a. Kickoff meeting – Schaaf & Wheeler will meet with the City prior to beginning design work to ensure that the City's wants and needs are incorporated into the rehabilitation design.
- b. Gather Existing Data – Schaaf & Wheeler's team will review our previous assessments, record information, and photo-documentation to refine the necessary improvements.
- c. Site Visits and Base Maps – Visit pump station sites as necessary and perform field measurements. Use field measurements to generate pump station site plans.
- d. 60% Design Memo – Schaaf & Wheeler will prepare a brief basis of design memorandum that will summarize the improvements at each station. The memorandum will be submitted to the City for review with the 60% design documents.
- e. 60% Plans, specifications, and Estimate – Provide plans, specifications and cost estimate at the 60% design level for City review and comment.
- f. Utility Coordination – Coordinate with existing utilities including completing and submitting all necessary paperwork to Alameda Municipal Power.
- g. Design Review Meeting – Meet with City staff to discuss comments and recommendations based on the City's review of the 60% documents.

TASK II – 90% CONSTRUCTION DOCUMENTS

- a. 90% Plans, specifications, and Estimate – Provide plans, specifications and cost estimate at the 90% design level for City review and comment.
- b. Utility Coordination – Coordinate with existing utilities including completing and submitting all necessary paperwork to PG&E.
- c. Design Review Meeting – Meet with City staff to discuss comments and recommendations based on the City's review of the 90% documents.



TASK III – 100% AND FINAL BID SET

- a. 100% Plans, specifications, and Estimate – Provide plans, specifications and cost estimate at the 100% design level for City review and comment.
- b. Final Plans, specifications, and Estimate – Provide signed plans, specifications and cost estimate ready for bid advertisement.
- c. Planning Review Submittal and Assistance – Schaaf & Wheeler will assist the City during the planning review process. Assistance may include, but is not limited to, submittal of product cut sheets and photographs when available and development of product/design alternatives.

TASK IV – BID SUPPORT

- a. Attend Pre-Bid Meeting – Attend one (1) pre-bid meeting at the City's request
- b. Bid Support Services – Respond to inquiries submitted to the City during the bid process.
- c. Prepare Addendum – Prepare addendum to construction documents as needed. Assumes one (1) addendum required.

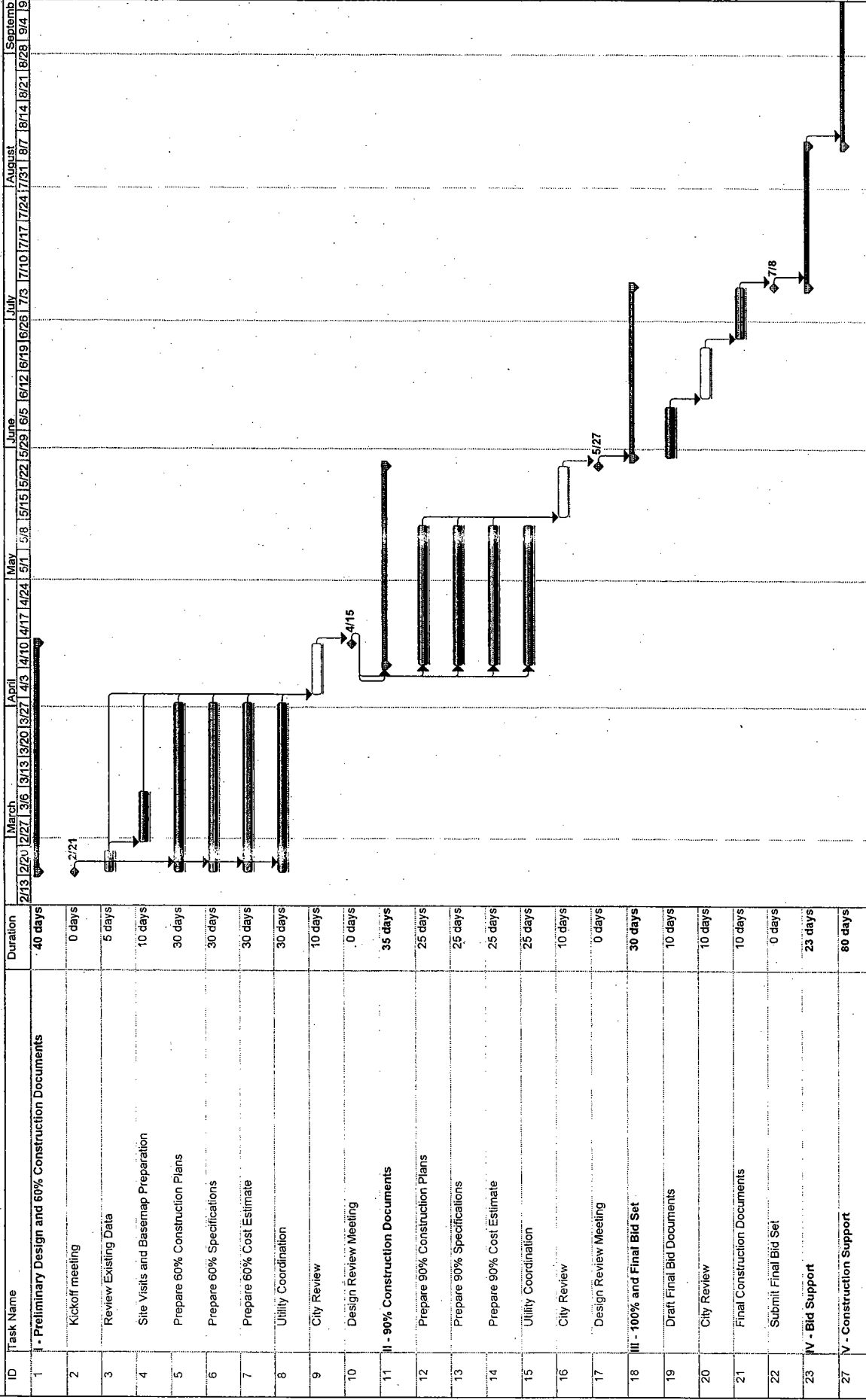
TASK V – CONSTRUCTION SUPPORT

- a. Attend Pre-Construction Meeting at the City's request
- b. Issue letters of clarification and respond to City or Contractor initiated Requests for Information (RFIs) as required.
- c. Review contractor Submittals (one resubmittal per item is included)
- d. Attend construction progress meetings at the City's request (up to three meetings included)
- e. Visit the project site during critical construction sequences at the City's request (three progress site visits, and one final visit included), and provide punch lists for correction.
- f. Prepare and submit record drawings (mylar) based on information kept by the contractor.

TASK VI – SCOPE CHANGE CONTINGENCY (OPTIONAL)

Allowance for changes in project scope based on observed field conditions, or by direction of the City.

**City of Alameda
Engineering Documents For
Sewer Pump Station Upgrades, Phase 2**



Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

Schaf & Wheeler
CONSULTING CIVIL ENGINEERS

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2011

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 LIC #OE67768 IOA Insurance Services 3875 Hopyard Road, Ste. 240 Pleasanton, CA 94588 Reno Caldwell INSURED Schaaf & Wheeler 100 N. Winchester Blvd., Suite 200 Santa Clara, CA 95050	1-925-660-3513	CONTACT NAME: Susan Leirer PHONE (A/C, No, Ext): 925-416-7862 FAX (A/C, No): 925-416-7869 E-MAIL ADDRESS: susan.leirer@ioausa.com PRODUCER CUSTOMER ID #:	INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS IND CO OF CT 25682 INSURER B: TRAVELERS PROP CAS CO OF AMER 25674 INSURER C: CONTINENTAL CAS CO 20443 INSURER D: INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER: 19707739

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		680-2770L953	06/01/10	06/01/11	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	AUTOMOBILE LIABILITY <input 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		680-2770L953	06/01/10	06/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		CUP-6758Y729	06/01/10	06/01/11	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		UB-830Y730	12/11/10	12/11/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		AEA003011698	06/06/10	06/06/11	Per Claim 2,000,000 Annual Aggregate 2,000,000

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

All operations of the Named Insured including project referenced below, if any.

General Liability: See Scheduled Additional Insured Endorsement attached.

Workers Compensation: See Waiver of Subrogation attached.

Sewer Pump Stations, Phase 2: Immediate Improvements project

CITY OF ALAMEDA
Risk Management

Date 2/24/11

CERTIFICATE HOLDER

CANCELLATION

City of Alameda
Public Works Department
Paul Soo, Jr.
950 W. Mall Square, Room 110

Alameda, CA 94501

USA

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

Schaaf
ACORD 25 (2009/09)
19707739© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: 680-2770L953 ✓

COMMERCIAL GENERAL LIABILITY

DATE ISSUED: 02/03/2011

NAMED INSURED: Schaaf & Wheeler

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Alameda

Public Works Department

Paul Soo, Jr.

950 W. Mall Square, Room 110

Alameda, CA 94501

USA

The City of Alameda, its City Council, boards and commissions, officers & employees

PROJECT/LOCATION OF COVERED OPERATIONS:

Sewer Pump Stations, Phase 1: Reliability Improvements" project

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for

which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

CITY OF ALAMEDA
Risk Management
Date 2/24/11
[Signature]

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is

available to the additional insured when the additional insured is also an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the

person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00) - 001

POLICY NUMBER: UB-830Y730

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

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.

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


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

Schedule

Person or Organization

Job Description

ALL PERSONS OR ORGANIZATIONS
THAT ARE PARTIES TO A CONTRACT
THAT REQUIRES YOU TO OBTAIN
THIS AGREEMENT, PROVIDED YOU
EXECUTED THE CONTRACT BEFORE
THE LOSS

CITY OF ALAMEDA
Risk Management
 Date 2/24/11