## ORIGINAL

CONTRACTOR AGREEMENT
THIS AGREEMENT, entered into this 15th day of September, 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and RANGER PIPELINES INCORPORATED, a California corporation whose address is P.O. BOX 24109, SAN FRANCISCO, CALIFORNIA 94124 hereinafter called the 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. In May 2014, the City sent Cyclic Sewer, Phase 11 Plans and Specifications out to the Public Works Contractor listing. We received six bids and chose the lowest responsive, responsible bidder per Administrative Order No. 5. This is First Amendment of four to the Cyclic Sewer Phase 11 contract and is called Cyclic Sewer Phase 12.
C. The work to be done consists of furnishing all labor, tools, equipment, materials, except as herein specified, and doing all work associated with removing and installing sanitary sewer mains, sewer laterals, manholes, cleanouts, curb, gutter, sidewalk, driveway, street patch, SWPPP, traffic controls and all other associated work to complete the project.
D. The Contractor 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 Contractor desire to enter into an agreement for Cyclic Sewer Repair Project, Phase 12, in accordance with Specifications, Special Provisions and Plans, adopted therefor, No. P.W. 01-15-01, including all exhibits and supports, which is incorporated herein by reference.

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 $1^{\text {st }}$ day of September 2015, and shall terminate on the $30^{\text {th }}$ day of September 2016, unless terminated earlier as set forth herein.

## 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" 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" 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 CIP 91603.

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.

The bid amount for this work is $\$ 3,852,536.62$. In addition, there is a $10 \%$ contingency amount of $\$ 385,253.66$, for a total not to exceed of $\$ 4,237,790.28$. 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 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:

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 thirty (30) days' advance written notice to the City of Alameda by certified mail, "Attention: Risk Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, 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: $\quad \$ 1,000,000$ each occurrence

$$
\$ 2,000,000 \text { aggregate - all other }
$$

Property Damage: $\quad \$ 1,000,000$ each occurrence
\$2,000,000 aggregate
If submitted, combined single limit policy with aggregate limits in the amounts of $\$ 2,000,000$ will be considered equivalent to the required minimum limits shown above.

## (3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following
minimum limits:
$\begin{array}{ll}\begin{array}{l}\text { Bodily injury: } \\ \text { Property Damage: } \\ \text { or }\end{array} & \$ 1,000,000 \text { each occurrence } \\ \begin{array}{c}\text { Combined Single Limit: }\end{array} & \$ 2,000,000 \text { each occurrence }\end{array}$
(4) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of $2,000,000$ each occurrence.

## 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 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:

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney. Faithful Performance Bond and Labor and Material Bond are only required for work over $\$ 25,000$. Therefore, those estimates that are under $\$ 25,000$ will not need to budget for the bond premiums and those estimates over $\$ 25,000$ will need to be sure to budget for the bond premiums.

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
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Attention: Philip Lee
Ph: (510) 747-7938 / Fax: (510) 769-6030
All notices, demands, requests, or approvals from City to Contractor shall be addressed to Contractor at:

Ranger Pipelines Incorporated
P.O. Box 24109

San Francisco, CA 94124
Attention: Thomas Hunt, President
Ph: (415) 822-3700 / Fax: (415) 822-3703

## 18. LAWS TO BE OBSERVED.

The Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

## 19. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND

## PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS.

1. 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
2. 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.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
4. The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).
5. 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

## 20. HOURS OF LABOR.

a. 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.
b. 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.
c. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half ( $11 / 2$ ) 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.

## 21. CERTIFIED PAYROLL.

a. 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:
b. 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;
c. 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
d. 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.
e. 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.
f. 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.

## 22. APPRENTICES.

a. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than $\$ 30,000$ or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.
b; 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.
c. 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.
d. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

## 23. LABOR DISCRIMINATION.

No discrimination shall be made in the employment of persons upon public works 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.

## 24. 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.

## 25. 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 $\S 13385$.

## 26. COMPLIANCE WITH MARSH CRUST ORDINANCE:

Contractor shall perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

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

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.
$\square$ 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.
$\square$ 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)

1. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or
allowing normal life cycle of weeds);
2. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
3. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
4. Biological controls (e.g., natural enemies or predators);
5. Reduced-risk chemical controls (e.g., soaps or oils);
6. Other chemical controls.
$\square$ 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. 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.
$\square$
Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
7. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
8. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
9. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
10. 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 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.

## 28. 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.

## 29. 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. If such default is not cured within a period of two (2) business days after receipt by Contractor 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 Contractor 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 Contractor 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.

## 30. COMPLIANCES:

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

## 31. 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.

## 32. 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.

## 33. 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.

## 34. 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.

## 35. 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.

## 36. 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.

RANGER PIPELINES INCORPORATED A California Corporation
Thenastuent

Thomas Hunt
President


CITY OF ALAMEDA
A Municipal Corporation


Elizabeth D. Warmerdam Interim City Manager

## RECOMMENDED FOR APPROVAL



Liam Garland
Acting Public Works Director

APPROVED AS TO FORM:
City Attorney


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

RANGER PIPELINES INCORPORATED A California Corporation

Inamastrunt
Thomas Hunt
President
Many Oh ea hunt
Mary Sha -Hunt
Corporate Secretary

CITY OF ALAMEDA A Municipal Corporation

Elizabeth D. Warmerdan
Interim City Manager

RECOMMENDED FOR APPROVAL

Liam Garland
Acting Public Works Director

## APPROVED AS TO FORM:

City Attorney

Andrico Penick<br>Assistant City Attorney

| CYCLIC SANITARY SEWER \#12A |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| \# | DESCRIPTION | QTY | UNIT | UNIT PRICE - CYCLIC \#11 |  | ESCALATION FACTOR | $\begin{gathered} \text { UNIT PRICE - CYCLIC } \\ \# 12 \mathrm{~A} \end{gathered}$ |  | EXTENSION |  |
| 1 | Mobilization | 1 | LS | \$ | 340,000.00 |  | \$ | 223,500.00 | \$ | 223,500.00 |
| 2 | Maintaining Traffic | 1 | LS | \$ | 150,000.00 |  | \$ | 98,600.00 | \$ | 98,600.00 |
| 3 | Replace Existing SS Main with 8" Pipe (Open Trench) | 3,018 | LF | \$ | 175.00 | 2.5\% | \$ | 179.38 | \$ | 541,353.75 |
| 4 | Replace Existing SS Main with 6" Pipe (Pipe Burst) | 1,595 | LF | NO (E) REVENUE ITEM |  |  | \$ | 102.50 | \$ | 163,487.50 |
| 5 | Replace Existing SS Main with 12" Pipe (Open Trench) | 1,687 | LF | NO (E) REVENUE ITEM |  |  | \$ | 189.38 | \$ | 319,475.63 |
| 6 | Replace Existing SS Main with 15" Pipe (Open Trench) | 876 | LF | NO (E) REVENUE ITEM |  |  | \$ | 199.38 | \$ | 174,652.50 |
| 7 | Replace Existing SS Main with 8" Pipe (Pipe Burst) | 281 | LF | NO (E) REVENUE ITEM |  |  | \$ | 112.75 | \$ | 31,682.75 |
| 8 | Slip Line Existing 10" SS Main with 8" Pipe | 345 | LF | NO (E) REVENUE ITEM |  |  | \$ | 112.75 | \$ | 38,898.75 |
| 9 | Replace Existing SS Main with 6" Pipe (Open Trench) | 16 | LF | \$ | 130.00 | 2.5\% | \$ | 133.25 | \$ | 2,132.00 |
| 10 | Replace Existing SS Lateral with 4" Pipe (Open Trench) | 7,952 | LF | \$ | 14.00 | 2.5\% | \$ | 14.35 | \$ | 114,111.20 |
| 11 | Replace Existing SS Lateral with 4" Pipe (Pipe Burst) | 23 | LF | NO (E) REVENUE ITEM |  |  | \$ | 14.35 | \$ | 330.05 |
| 12 | Install 4" 2-way Kelly Cleanout | 284 | EA | \$ | 100.00 | 2.5\% | \$ | 102.50 | \$ | 29,110.00 |
| 13 | Install 6" 2-way Kellly Cleanout | 3 | EA | NO (E) REVENUE ITEM |  |  | \$ | 202.50 | \$ | 607.50 |
| 14 | Install 6" 1-way Cleanout | 1 | EA | NO (E) REVENUE ITEM |  |  | \$ | 152.50 | \$ | 152.50 |
| 15 | Install New Manhole | 10 | EA | \$ | 2,400.00 | 2.5\% | \$ | 2,460.00 | \$ | 24,600.00 |
| 16 | Remove Existing Manhole and Construct Manhole | 18 | EA | NO (E) REVENUE ITEM |  |  | \$ | 3,460.00 | \$ | 62,280.00 |
| 17 | Remove Existing SS Manhole | 3 | EA | NO (E) REVENUE ITEM |  |  | \$ | 1,000.00 | \$ | 3,000.00 |
| 18 | Remove Existing SS Cleanout | 3 | EA | NO (E) REVENUE ITEM |  |  | \$ | 100.00 | \$ | 300.00 |
| 19 | Rehabilitation Manhole | 9 | EA | NO (E) REVENUE ITEM |  |  | \$ | 2,100.00 | \$ | 18,900.00 |
| 20 | Reconstruct Sidewalk | 6,248 | SF | \$ | 3.50 | 2.5\% | \$ | 3.59 | \$ | 22,414.70 |
| 21 | Reconstruct Curb and Gutter | 937 | LF | \$ | 4.50 | 2.5\% | \$ | 4.61 | \$ | 4,322.84 |
| 22 | Asphalt Concrete Trench Patch | 510 | TN | \$ | 20.00 | 2.5\% | \$ | 20.50 | \$ | 10,455.00 |
| 23 | Asphalt Concrete Bridge | 567 | TN | \$ | 20.00 | 2.5\% | \$ | 20.50 | \$ | 11,623.50 |
| 24 | Mechanical Sheeting and Shoring of Sewer Trench | 5,600 | LF | \$ | 0.50 | 2.5\% | \$ | 0.51 | \$ | 2,870.00 |
| 25 | Signage, Striping and Restoration of Traffic Loops | 1 | LS | \$ | 65,000.00 |  | \$ | 42,725.00 | \$ | 42,725.00 |
| 26 | Permits | 1 | AL | \$ | 5,000.00 |  | \$ | 5,000.00 | \$ | 5,000.00 |
| 27 | Hazardous or Contaminated Soils or Groundwater | 1 | AL | NO (E) REVENUE ITEM |  |  | \$ | 30,000.00 | \$ | 30,000.00 |
| 28 | Abandon (e) SS Main | 1 | LS | NO (E) REVENUE ITEM |  |  | \$ | 7,800.00 | \$ | 7,800.00 |
| 29 | Remove Existing Lamphole | 1 | EA | NO (E) REVENUE ITEM |  |  | \$ | 750.00 | \$ | 750.00 |
| 30 | Clear \& Grub - Ralph Appezzato | 1 | LS | NO (E) REVENUE ITEM |  |  | \$ | 18,500.00 | \$ | 18,500.00 |
| 31 | SS Work on Fernside Blvd. | 1 | LS | NO (E) REVENUE ITEM |  |  | \$ | 180,000.00 | \$ | 180,000.00 |
| 32 | SS Work on Thompson Ave. | 1 | LS | NO (E) REVENUE ITEM |  |  | \$ | 370,000.00 | \$ | 370,000.00 |
| 33 | Additional Spot Repair as Directed | 1 | AL | NO (E) REVENUE ITEM |  |  | \$ | 50,000.00 | \$ | 50,000.00 |
| CYCLIC SS 12A GRAND TOTAL: \$ 2,603,635.16 |  |  |  |  |  |  |  |  |  |  |


| CYCLIC SANITARY SEWER \#12B |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| \# | DESCRIPTION | QTY | UNIT | UNIT PRICE - CYCLIC \#11 | ESCALATION FACTOR | UNIT PRICE - CYCLIC \#12B |  | EXTENSION |
| 1 | Mobilization | 1 | LS | \$ 340,000.00 |  | \$ 116,500.00 | \$ | 116,500.00 |
| 2 | Maintaining Traffic | 1 | LS | \$ 150,000.00 |  | \$ 51,400.00 | \$ | 51,400.00 |
| 3 | Signage, Striping, and Restoration of Traffic Loops | 1 | LS | \$ 65,000.00 |  | \$ 22,275.00 | \$ | 22,275.00 |
| 4 | Replace Existing SS Main with 12" SDR26 Pipe (Open Trench) | 1305 | LF | NO (E) REVENUE ITEM |  | \$ 199.38 | \$ | 260,184.38 |
| 5 | Replace Existing SS Main with 10" SDR26 Pipe (Pipe Burst) | 752 | LF | NO (E) REVENUE ITEM |  | \$ 189.38 | \$ | 142,410.00 |
| 6 | Replace Existing SS Main with 8" SDR26 Pipe (Open Trench) | 2414 | LF | \$ 175.00 | 2.5\% | \$ 179.38 | \$ | 433,011.25 |
| 7 | Replace Existing SS Main with 6" HDPE Pipe (Pipe Burst) | 134 | LF | NO (E) REVENUE ITEM |  | \$ 102.50 | \$ | 13,735.00 |
| 8 | Replace Existing SS Main with 6" C900 Pipe (Open Trench) | 178 | LF | \$ 130.00 | 2.5\% | \$ 133.25 | \$ | 23,718.50 |
| 9 | Replace Existing SS Lateral with 4" HDPE Pipe (Pipe Burst) | 2675 | LF | NO (E) REVENUE ITEM |  | \$ 14.35 | \$ | 38,386.25 |
| 10 | Replace Existing SS Lateral with 4" SDR26 Pipe (Open Trench) | 44 | LF | \$ 14.00 | 2.5\% | \$ 14.35 | \$ | 631.40 |
| 11 | Install 4" 2-Way Kelly Cleanout | 111 | EA | \$ 100.00 | 2.5\% | \$ 102.50 | \$ | 11,377.50 |
| 12 | Install (n) Manhole Type A | 15 | EA | \$ 2,400.00 | 2.5\% | \$ 2,460.00 | \$ | 36,900.00 |
| 13 | Install ( n ) Manhole Type C | 5 | EA | \$ 2,600.00 | 2.5\% | \$ 2,665.00 | \$ | 13,325.00 |
| 14 | Install (n) Manhole with 8" Drop | 1 | EA | \$ 2,800.00 | 2.5\% | \$ 2,870.00 | \$ | 2,870.00 |
| 15 | Reconstruct Sidewalk | 200 | SF | \$ 3.50 | 2.5\% | \$ 3.59 | \$ | 717.50 |
| 16 | Reconstruct Curb and Gutter | 22 | LF | \$ 4.50 | 2.5\% | \$ 4.61 | \$ | 101.48 |
| 17 | Asphalt Concrete Patch | 292 | TN | \$ 20.00 | 2.5\% | \$ 20.50 | \$ | 5,986.00 |
| 18 | Asphalt Concrete Bridge | 220 | TN | \$ 20.00 | 2.5\% | \$ 20.50 | \$ | 4,510.00 |
| 19 | Mechanical Sheeting \& Shoring of Sewer Trench | 3897 | LF | \$ 0.50 | 2.5\% | \$ 0.51 | \$ | 1,997.21 |
| 20 | Abandon SS @ Broadway | 1 | LS | NO (E) REVENUE ITEM |  | \$ 18,865.00 | \$ | 18,865.00 |
| 21 | Additional Spot Repair as Directed | 1 | AL | NO (E) REVENUE ITEM |  | \$ 50,000.00 | \$ | 50,000.00 |
| CYCLIC SS 12B GRAND TOTAL: |  |  |  |  |  |  | \$ | 1,248,901.46 |

a corporation , hereinafter called Principal, and
$\checkmark$
Liberty Mutual Insurance Company
hereinafter called Surety, are held and firmly bound unto $\qquad$ City of Alameda

* Four Million, Two Hundred Thirty-Seven Thousand, Seven Hundred Ninety \& 28/100-hereinafter called OWNER, in the penal sum of $\quad * \quad$ Dollars. $(\$ 4,237,790.28)$
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the $\qquad$ day of September , 2015, a copy of which is hereto attached and made a part hereof for the construction of:

Cyclic Sewer Repair Project, Phase 12

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.


## PAYMENT BOND FORM

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed on $\qquad$ counterparts, each one
(Number)
of which shall be deemed an original, this the 20th_day of August, 2015.

(Surety)
ATTEST:


NOTE: Date of BOND must not be prior to date of Contract.
If the CONTRACTOR is Partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire \& Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, _Anthony F. Angelicola; Maureen E. Schmidt; Terrence T. Casey
all of the city of San Francisco_, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of February 2015


SS

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By:


David M. Carey, Assistant Secretary

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, ànd West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in witing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-lact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.
Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.
I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th
day of
August
${ }_{20} 15$


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 Francisco
On $\frac{\text { August } 20,2015}{\text { Date }}$ before me, $\frac{\text { Maureen E. Schmidt, notary public }}{\text { Here Insert Name and Title of the Officer }}$
personally appeared
Anthony F. Angelicola
$\operatorname{Name}(\mathbf{y s})$ of Signer $(\$)$,
who proved to me on the basis of satisfactory evidence to be the person( ${ }^{(x)}$ ) whose name(*) is/due subscribed to the within instrument and acknowledged to me that herserctury executed the same in his/Xex or the entity upon behalf of which the person(*) 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


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: $\qquad$ Document Date: $\qquad$ Number of Pages: $\qquad$ 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:

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that
Ranger Pipelines Incorporated
(Name of Contractor)
1790 Yosemite Ave., San Francisco, CA 94124 (mailing: P.0. BOX 24109, SF CA 94124) (Address of Contractor)
a $\qquad$
corporation $\qquad$ , hereinafter called Principal, and
(Corporation, Partnership, or Individual)
Liberty Mutual Insurance Company
(Name of Surety)
1340 Treat Blvd, \#550, Walnut Creek, CA 94597
(Address of Surety)
hereinafter called Surety, are held and firmly bound unto $\qquad$
City of Alameda
(Name of Owner)
Public Works Department, 950 West Mall Square, Room 110, Alameda, CA 94501
(Address of Owner)
hereinafter called OWNER, in the penal sum of Four Million, Two Hundred Thirty-Seven Thousand, Seven Hundred Ninety and 28/100-Dollars. (\$4,237,790.28
in lawful money of the United States, f or the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the $\qquad$ day of $\qquad$ , 2015, a copy of which is hereto attached and made a part hereof for the construction of:
Cyclic Sewer Repair Project, Phase 12

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.


## PERFORMANCE BOND FORM

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed on $\qquad$ counterparts, each one
of which shall be deemed an original, this the 20 th (Number) $\quad$ day of August 2015.


NOTE: Date of BOND must not be prior to date of Contract.
If the CONTRACTOR is Partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

THiS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.
Certificate No. 6865496
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

## POWER OF ATTORNEY

KNOWNALL PERSONS BY THESE PRESENTS: That American Fire \& Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony F. Angelicola; Maureen E. Schmidt; Terrence T. Casey
all of the city of San Francisco, state of CA $\qquad$ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6 th day of February 2015


STATE OF PENNSYLVANIA
ss COUNTY OF MONTGOMERY
$\qquad$ day of February 2015. Casualty Company, Liberty Mutual Insurance Company. Toronaly appeared Davi M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact. as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of altorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.
Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execule, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.
Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.
I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of $\qquad$ .2015


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 Francisco
On August 20, 2015
Date $\quad$ before me, Maureen E. Schmidt, notary public
Here Insert Name and Title of the Officer
Anthony F. Angelicola
Name $(s)$ of Signer $(x)$
who proved to me on the basis of satisfactory evidence to be the person(s) whose name (\%) is/ark subscribed to the within instrument and acknowledged to me that hexecuted the same in his/Xex mathorized capacity(ins), and that by his/hex or the entity upon behalf of which the person( $(\xi)$ 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.


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: $\qquad$ Document Date:
Number of Pages:
Signer(s) Other Than Named Above:

## Capacity(ies) Claimed by Signer(s)

Signer's Name: $\qquad$ Signer's Name:
Corporate Officer - Title(s):
Corporate Officer - Title(s):
Partner - Limited General
Partner - Limited General
Individual
Attorney in Fact Trustee Guardian or Conservator

Individual Attorney in Fact Trustee Guardian or Conservator Other:
Signer Is Representing: $\qquad$ Signer Is Representing: $\qquad$

CERTIFICATE OF LIABILITY INSURANCE
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: |  |
| :---: | :---: | :---: |
| Arthur J. Gallagher \& Co. | PHONE ${ }^{\text {P }}$ ( FAX |  |
| Insurance Brokers of CA, Inc. LIC \#0726293 |  |  |
| 1255 Battery Street, Suite 450 | A-MAlL |  |
| San Francisco CA 94111 | INSURER(S) AFFORDING COVERAGE | NAIC \# |
|  | insurer a : Zurich American Insurance Company | 16535 |
| insured | insurer b :National Union Fire Ins Co Pittsbur | 19445 |
| Ranger Pipelines Incorporated | insurer c : Great American E\&S Insurance Compan | 37532 |
|  | INSURERD: |  |
|  | INSURERE: |  |
|  | INSURERF: |  |

COVERAGES CERTIFICATE NUMBER: 1843835263 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.

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# Additional Insured - Automatic - Owners, Lessees Or Contractors 

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| GLA427731910 | $4 / 01 / 2015$ | $4 / 01 / 2016$ | $4 / 01 / 2015$ |  |  |  |

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

## Named Insured:

## Address (including ZIP Code):

This endorsement modifies insurance provided under the:

## Commercial General Liability Coverage Part

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,
in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.
However, the insurance afforded to such additional insured:
3. Only applies to the extent permitted by law; and
4. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:
a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.


Risk Management

Lucretia Akil, City Risk Manager
C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV Commercial General Liability Conditions:
The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.
D. For the purposes of the coverage provided by this endorsement:
4. The following is added to the Other Insurance Condition of Section IV - Commercial General Liability Conditions:
Primary and Noncontributory insurance
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:
a. The additional insured is a Named Insured under such other insurance; and
b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
5. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:
This insurance is excess over:
Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and noncontributory basis.
E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III - Limits Of Insurance:
The most we will pay on behalf of the additional insured is the amount of insurance:
6. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
7. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

## waiver of Transfer of rights of recovery AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

## Name Of Person Or Organization:

Any Person or Organization that requires you to waive your rights of recovery in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.

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

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## THIS ENDORSEBIENT CHANGES THE POIJCY, PLEASE READ IT CAREFULLK.

|  <br> A427731910 04/01/15 | $\begin{aligned} & \text { EXI! DATE OR POL. } \\ & 04 / 01 / 16 \end{aligned}$ |  | Aubibey Na , | ADPZ PRIM. | RETLIKN PREM |
| :---: | :---: | :---: | :---: | :---: | :---: |

Named Instrect Ranger Pipelines, Inc.
Address (ImLuilhug ZIP Code)
This endomenem anolifiss ingurance provider by tho following:
Business Auro Conerage Part
Trutbers Covarage Bart
Qarage Cworige Part

SCHEDULE
Name of Perxion or Oprantration:

## ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.






## Cumatersignod

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY, <br> 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 persons) or organizations) who are "insureds" under the WHO is AN INSURED Provision 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: $04 / 01 / 2015$ | Countersigned By: |
| :--- | :--- | :--- |
| Named Insured: Ranger Pipelines, Inc. |  |

## SCHEDULE

## Name of Persons) or Organizations):

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE

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

Each person or organization shown in the Schedule 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 contained in Section 11 of the Coverage Form.

U-GL-117SB CW (3/2007)

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)
This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.
Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
October 1, 2014

Policy No.
WC 4277965-04

Endorsement No.
Premium \$
$\qquad$
$\qquad$

| AGENCY |  |  |
| :--- | :--- | :--- |
| POLICY NUMBER |  |  |
| CARRIER | NAIC CODE |  |
|  |  |  |

ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: FORM TITLE:

The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

Additional Information
GENERAL LIABILITY:
*Blanket Additional Insured Endorsement - Form U-GL-1175-F CW (04/13)
*Blanket Waiver of Subrogation - Form CG 24040509
AUTOMOBILE LIABILITY:
*Blanket Additional Insured Endorsement - Form CA 20480299
*Blanket Waiver of Subrogation - Form U-CA-320-A CW
WORKERS' COMPENSATION:
*Waiver of Subrogation when required by written contract form: WC 000313


[^0]:    The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:
    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 "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

