



March 10, 2022

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

SUBJECT: APPROVE AND EXECUTE A CONTRACT WITH COLEMAN ENGINEERING, INC FOR OPERATION AND MAINTENANCE SERVICES OF SEWER AND WATER SYSTEMS IN THE ALAMEDA COUNTY SERVICE AREA R-1967-1 CASTLEWOOD

Dear Board Members:

RECOMMENDATION:

A. Approve Procurement Contract with the Coleman Engineering, Inc., (Principal: Chad Coleman, Principal-In-Charge, Roseville, CA) for the operation and maintenance services of sewer and domestic water systems in the Alameda County Service Area (CSA) R-1967-1 Castlewood, in the contract amount of \$700,000 for the term of 3/31/2022 to 3/31/2024 and by mutual agreement, allows for an option to renew for one additional two-year term.

B. Delegate Authority to the Agency Director to finalize and execute the Contract subject to review and approval as to form by County Counsel and submit an executed copy to the Clerk of the Board for filing.

DISCUSSION/SUMMARY:

Alameda County Public Works Agency (PWA) is responsible for operations and maintenance of the Castlewood CSA R-1967-1 sewer and water systems which serve over 200 home sites. Domestic water is supplied to the water system by the City and County of San Francisco and then distributed through the system to the property owners and the country club within the County Service Area. The sewer system consists of a gravity system owned by the CSA that collects and discharges to a sewer pump station on Foothill Road which is then pumped to the Dublin San Ramon Services District wastewater treatment plant via the West Pleasanton Interceptor Sewer.

For more than a decade, your Board entered into a contract with the City of Pleasanton to provide operation and maintenance services for the sewer and domestic water systems of the Castlewood CSA. Unfortunately, the city no longer wishes to provide these services to the CSA at an affordable and reasonable fee for services.

The current agreement with the City ends on March 31, 2022. In order to endure continuity of services, a new Request for Proposal was developed to seek other providers for services beyond 3/31/2022. The ongoing and continuous operations and maintenance of the Castlewood CSA R-1967-1 sewer and water systems is paramount for maintaining the health and safety of the residents.

SELECTION CRITERIA/PROCESS:

Public Works Agency has determined that it does not currently have the capability or resources required to provide operation and maintenance services of the Castlewood CSA R-1967-1 sewer and water systems.

A Request for Proposal (RFP) was issued and sent to 165 subscribers to the E-gov Goods and Services-Current Contract Opportunities mailing service. A networking/bidder's conference was held and was attended by two vendors.

On December 3, 2021, two responses to the RFP were received. The bids were evaluated by the County Selection Committee (CSC). A maximum total of 242 evaluation points were available for this RFP. The total evaluation points include preference points derived from a 5% preference for local vendors and a 5% preference for certified small, local or emerging vendors for a total of 10%. Neither of the applicant are small or local.

The following is a summary of the evaluation:

Vendor	Location	SLEB	Evaluation Points
Inframark, LLC	Horsham, PA	No	171.9
Coleman Engineering	Roseville, CA	No	145.5

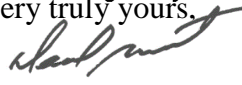
Negotiations with the top evaluated contractor, Inframark, were unsuccessful. Inframark submitted multiple requests for exceptions that were determined to be unacceptable and disqualifying. The selected vendor has indicated a 20% SLEB participation through a subcontractor-Underwater Resources Inc SLEB # 16-00068.

FINANCING:

The contract is funded by service charges levied against the benefiting properties in the County Service Area. No general fund monies will be required and there will be no increase in net County cost as a result of this action.

VISION 2026:

The Contract with Coleman Engineering Inc., advances the 10X goals of **Healthcare for All** by providing sewer and domestic water services meeting the requirements of the State of California, eliminating the presence of environmental contaminants in our communities. These goals ultimately lead to achieving our shared visions of a **Healthy Environment** and **Safe & Livable Communities**.

DocuSigned by:
Very truly yours,


FD817EF5B3ED467...
Daniel Woldesenbet, Ph.D., P.E.
Director of Public Works

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2022, is by and between the County of Alameda, hereinafter referred to as the “County”, and Coleman Engineering, Inc, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Operation and Maintenance of Sewer and Water services which are more fully described in Exhibit A hereto (“Definition of Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Operation and Maintenance of Sewer and Water Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
 - Exhibit A-1 Map of Castlewood Water System
 - Exhibit A-2: Map of Castlewood Sewer System
- Exhibit B Payment Terms
 - Exhibit B-1 Rate Schedule
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contract Compliance Reporting Requirements
- Exhibit F The Iran Contracting Act (ICA) of 2010

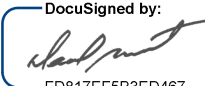
The term of this Agreement shall be from March 31, 2022 through March 31, 2024

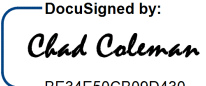
The compensation payable to Contractor hereunder shall not exceed seven hundred thousand (\$700,000) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

DocuSigned by:

By: FD817FE5B3ED467
Daniel Woldesenbet

DocuSigned by:

By: BE34E50CB09D430
Chad R. Coleman

Name: Daniel Woldesenbet
(Printed)

Name: Chad R. Coleman
(Printed)

Title: Director of Public Works

Title: President

Date: 3/28/2022 | 10:31 AM PDT

Approved as to Form:
Donna R. Ziegler

DocuSigned by:

By: A676EEFB0D6D4C8
Kathy Lee, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent Contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, to the extent such arise out of or resulting from the negligent performance of services under this Agreement, provided that any such claim, loss, damage, liability or

expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the negligent performance of this agreement (collectively “Liabilities”) except to the extent that such Liabilities are caused by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity, including defense costs, and shall be limited to insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees’ Retirement Association (ACERA) or California Public Employees’ Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor’s available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Contractor’s insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor’s excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County’s own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing

rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract. The prime and subcontractors must be currently registered with the Department of Industrial Relations.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:**
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code

of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
- 8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
- 9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
- 10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
- 11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees a license to use and reproduce proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees a license to use and reproduce Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County a non-exclusive royalty – free license to retain and use said Documents and Materials.

The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Public Works Agency
951 Turner Court
Attn: Kyle Carbert, Supervising Civil Engineer

To Contractor: Coleman Engineering, Inc
1223 Pleasant Grove Blvd., Suite 100
Roseville, CA 95678
Attn: Chad Coleman

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall

notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement. Notwithstanding any other

provision of this Agreement, Contractor shall not have liability for or be deemed in breach because of delays caused by factors outside of its reasonable control, including but not limited to natural disasters, pandemic, acts of terrorism, or adverse weather. Contractor must provide written notice of the event beyond Contractor's reasonable control within ten days of the occurrence.

20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Operation and Maintenance of Sewer and Water Services shall not exceed \$700,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:**

SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:

Contractor shall subcontract with Underwater Resources, Inc (866 Estabrook Street, San Leandro, CA; Principal, Thomas Belcher), for services to be provided under this Agreement in an amount equal to twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- c. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor–Controller Agency, Office of Contract Compliance (OCC).

- d. All SLEB participation, except for SLEB prime Contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation compliance system. SLEB prime Contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay Contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC via e-mail at ACSLEBcompliance@acgov.org.

22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the

entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.

- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
- 34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
- 35. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide Operation and Maintenance Services of Sewer and Water Systems in the Alameda County Service Area R 1967-1 Castlewood with the specific requirements and deliverables requested in this Exhibit A. The services shall cover all water system facilities shown in Exhibit A-1 including all pipelines (including associated valves, meters, fire hydrants and appurtenances, approximately 32,000 linear feet of water piping) pump stations and tanks. The services shall also cover all sewer system facilities shown on Exhibit A-2 including all sewer pipelines (approximately 28,000 linear feet), manholes, cleanouts, and lower laterals, and excluding the upper laterals and the pump station and associated force main on Foothill Road.
2. The Contractor shall perform the following services for a monthly operation fee:
 - a. Provide certified, qualified, capable, and experienced personnel to manage, operate, coordinate repairs, maintain and remotely monitor water system operations 24/7, 365 days/year. Provide basic hand tools to facilitate water system operations tasks. Qualified staff shall be onsite a minimum of three days (6 hour minimum) per week to monitor, inspect, and maintain the system. The remaining 4 days per week will be remotely monitored. In the event that the Contractor is not on-site when an emergency condition arises, the Contractor will respond or will engage services of a local sub-contractor to respond to the emergency call-out.
 - b. Emergency call outs shall be set up for a 24 hour response with personnel onsite within one hour of the emergency call at all times.
 - c. Flush sewer lines as authorized by the County.
 - d. Flush one-third of the system's fire hydrants once per year.
 - e. Exercise one-third of the system's water system valves once per year.
 - f. Daily remote monitoring of pressures, flow, reservoir levels, and chlorine residuals, via remote control systems. The Contractor will utilize remote monitoring systems provided by the County. The Contractor will not provide, install, or implement any remote monitoring systems as part of this agreement. If remote monitoring systems are not installed or not functional on days that the Contractor is not on site, remote monitoring will not be provided by the Contractor until the County restores the remote monitoring systems. For days that the Contractor is on site, visual verification of system conditions can be observed without a remote monitoring system.
 - g. Perform visual inspections of the distribution system for leaks or components needing repair.
 - h. During operator rounds, perform minimum monthly inspection of water tank facilities, exterior water tank inspections monthly, pump inspections, operate and maintain disinfection systems to achieve adequate residuals, monthly generator running/maintenance, operate control systems to maintain adequate pressures and flow rates throughout the system.
 - i. Perform visual inspection for blockage of 42 sanitary sewer manholes per year.

- j. Respond to and identify issues. Preparation of spill reports and transmitting to the County for filing with the State.
- k. Coordinate with a water quality lab certified by the State of California to perform all regulatory sampling, analysis, and reporting including monthly and yearly water samples, performed as defined by the California Division of Drinking Water. Sampling is expected to consist of monthly testing for chlorine and bacteria, and quarterly sampling for TTHM. Contractor will direct the lab to submit data directly to the State. The County will pay all lab costs for sampling, analysis, and reporting.
- l. Coordinate the repair of main and service leaks on County maintained services.
- m. Review USA water and sewer locate requests for the Dublin/Pleasanton area which are provided to the Contractor by the County or directly from USA if that is possible. Perform locate requests within Castlewood service area using mapping and locating tools provided by the County. The Contractor will only use the mapping information provided by the County and will not seek out or utilize other mapping sources to locate buried utilities.
- n. Visually inspect pumps and pump sites weekly. Inspection may include listening for abnormal noises, noting changes in temperature or leaks.
- o. Change weekly pump charts (weekly rounds sheets for the pumps), as required.
- p. Visually observe pressure backflow devices monthly per as-built drawings. Coordinate annual servicing of pressure backflow devices.
- q. Assist residents in determining if they have a leak and locating leaks on their property.
- r. Respond to and assist residents in locating on-site laterals.
- s. On a monthly basis, read 10 County-maintained meters and a San Francisco Public Utility Commission (SFPUC) meter at the source. Report meter readings to the County.
- t. Respond to customer complaints regarding water and sewer problems to determine if the problem is with the County-maintained area or system. There are approximately 256 Residential Discharge Equivalents (RDEs) connected to the sewage system and 200 water meters.
- u. Coordinate fire flow tests in conjunction and as required by the Alameda County Fire Marshall. The Operator will make sure that the pumps are isolated in order to conduct tests performed by the Fire Marshall.
- v. Work closely with the County to determine the work required.
- w. Supervise sub-contractors to confirm that the work performed meets the County's requirements.

- 3. The monthly fee does not include the following expenses:
 - a. Property taxes on County property or facility, if any
 - b. Franchise and business taxes if any
 - c. Electric and natural gas expenses for operating the system
 - d. Groundwater pump taxes, if any
 - e. Purchased water
 - f. Department of Health Services fees
 - g. Capital improvement projects.

- h. Large tools or equipment. Contractor will provide its own basic hand tools. All other tools and equipment are to be provided or paid for by the County. If the County does not have required tools or equipment, the Contractor will arrange for rental and/or engage a subcontractor and will charge those costs to the County as a Time & Materials expense.
4. Meter Reading and billing services shall include bimonthly reading of meters, billing Castlewood customers on behalf of the County, remitting the money collected to the County, and responding to customer service calls.
- a. Read all water meters in the system (approximately 200 water meters) bi-monthly and record water meter data as needed for County's bi-monthly billing.
 - b. Upon customer application, activate a utility billing account to initiate new utility services.
 - c. Provide each new customer with written utility service and billing information.
 - d. Obtain written permission from each customer wishing to receive bills via e-mail.
 - e. Turn on or off water service to individual customers.
 - f. Upon approval of the County, refer delinquent accounts to a collection agency for further collection efforts.
 - g. Calculate bi-monthly water usage and compare to annual fixed water volume paid for by each customer.
 - h. Calculate bi-monthly billing amount for each customer based on rates adopted by the County. Send bi-monthly bills. E-mail electronic bills to those desiring electronic bills. Print, stuff and mail paper utility bills, providing all materials and supplies. No other bill stuffers are to be included.
 - i. Provide banking information so that Castlewood customers may make payments electronically.
 - j. Process payments received by the Contractor, maintaining deposit records and providing distribution of payments within 30 days to the County.
 - k. Upon request, provide County with a copy of utility customer billing records. Such access will be limited to County authorized individuals.
 - l. Provide a customer service number responded to by a person able to answer billing and account activation questions or obtain a response for other utility requests during regular business hours and a voice mail system to record messages during all hours.
 - m. Maintain a computerized billing system necessary to provide the required utility billing services as specified herein. All records and data are the property of Alameda County Public Works Agency. With reasonable notice, the County shall have access to, inspect and audit all of Coleman's records relating to the Castlewood utility billing services.
 - n. All billing information shall be in a format reasonably satisfactory to transfer to another billing provider at the conclusion or termination of this agreement.
5. The level of effort for the following Additional Services cannot be predicted and will be performed on a time and materials basis as defined in Exhibit B. Contractor will need written authorization by the County before proceeding with any Additional Services except in cases which in the Contractor's judgment immediate repairs are necessary to safeguard

the public or the County, public health, or environmental resources. In no case shall a single incidence of Additional Services exceed \$30,000 without prior authorization from the County.

- a. Emergency callouts by the Contractor and sub-contractor team members where either subconsultants, large tools or equipment, or effort by the contractor in excess of 4 hours are required. Emergency callouts required on days that the Contractor is not on site are likely to require a subcontractor to respond.
- b. Clean and perform CCTV inspection of sanitary sewers annually. CCTV inspection will be performed to NASSCO PACP standards. Access maintenance and vegetation control as needed for sewer easement areas.
- c. Repair service leaks on County-maintained services. County-maintained services are defined as laterals installed from the water main to the meter box and ball valve.
- d. Repair main leaks.
- e. Perform water main repairs, water service line repair/replacement, valve maintenance or repairs, blow-off replacements, valve pot replacements, leak repairs, meter testing and replacements, meter box repair and replacements as needed, new service installations and inspections. Work may also include arrangement for traffic control.
- f. Laboratory costs for sampling, analysis, and reporting.
- g. Annual servicing of backflow devices.
- h. Rental of large tools (larger than hand tools) and equipment. This may include vactor trucks, line flushing equipment, tools required for fire flow tests and testing of backflow devices, tools required to remove manhole blockages, and generators.

6. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Coleman Key Personnel:

Chad Coleman

Christian Miranda

Phil Godman

Ludwing Crisol

Subconsultants:

Underwater Resources, Inc.

866 Estabrook Street

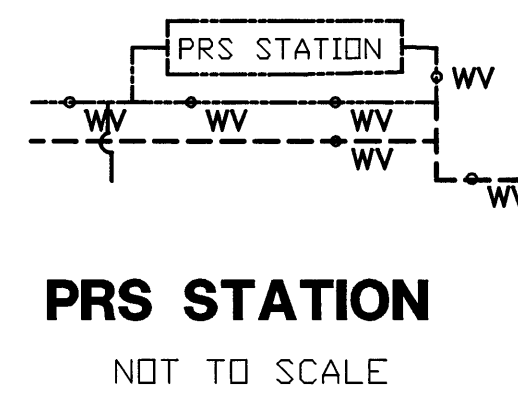
San Leandro, CA 94577

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to

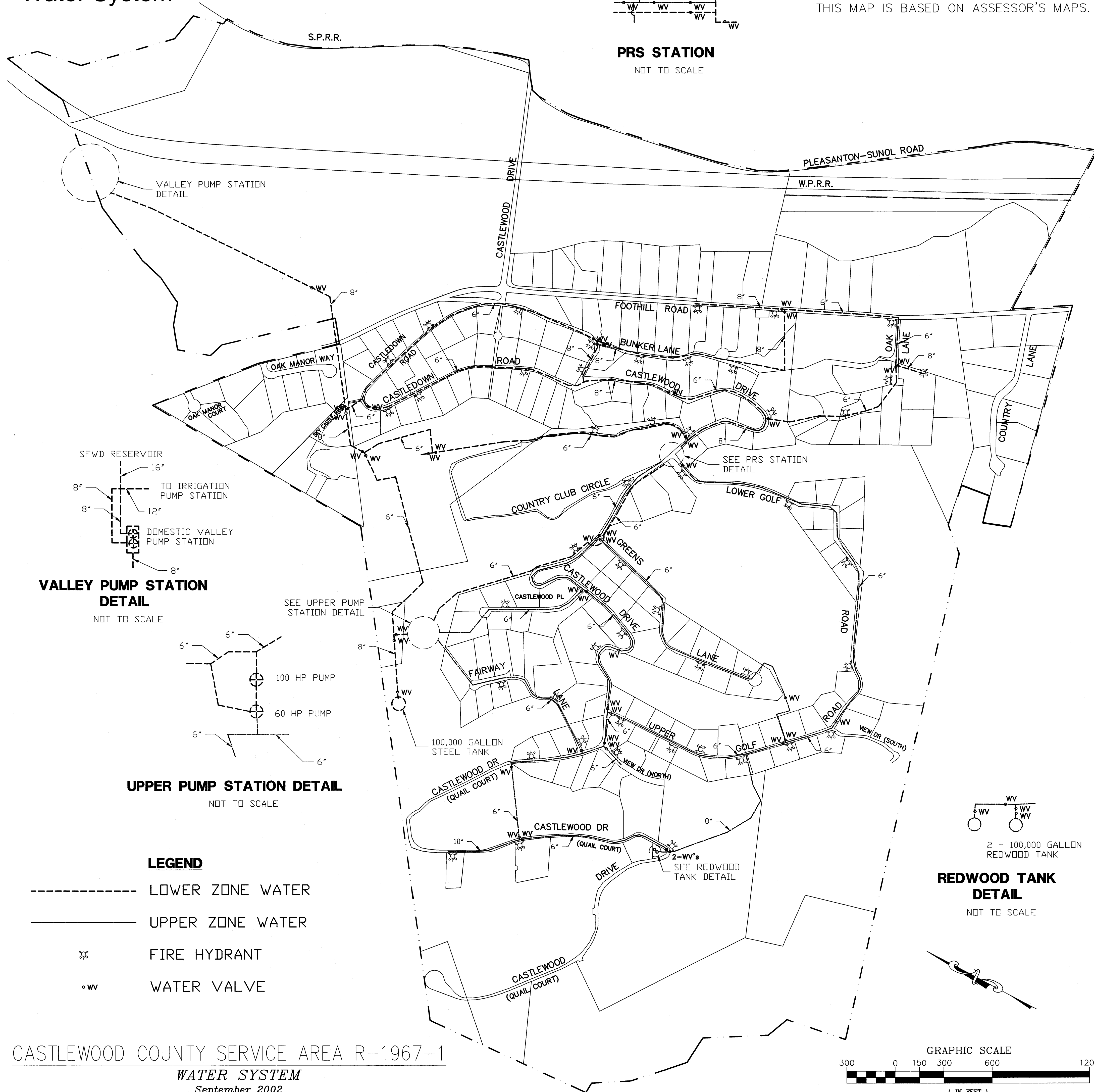
County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

7. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

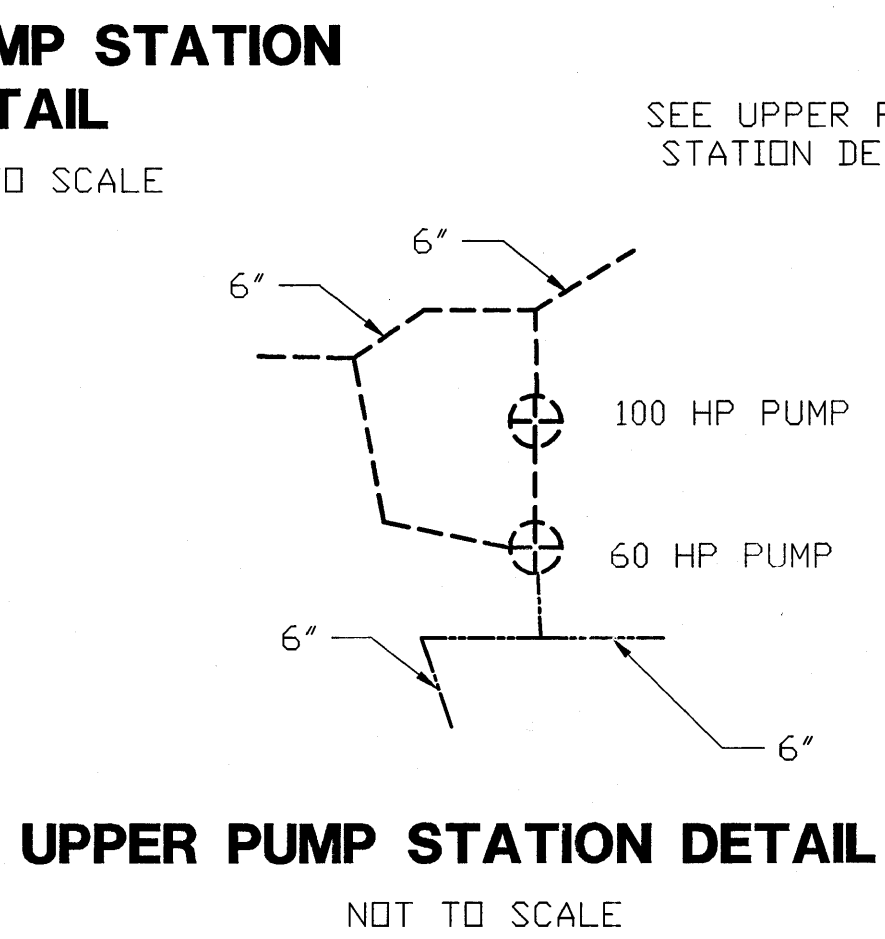
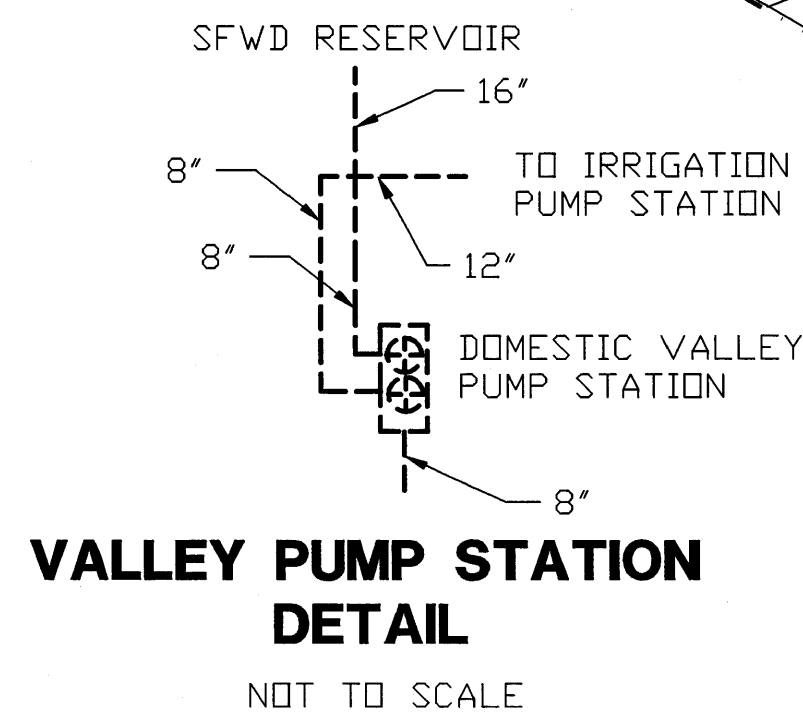
Exhibit A-1: Map of Castlewood Water System



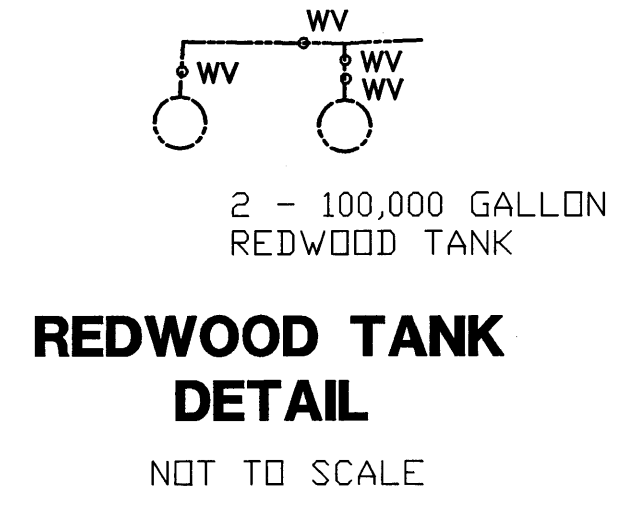
NOTES:
1. THE SCALE SHOWN IS APPROXIMATE ONLY
THIS MAP IS BASED ON ASSESSOR'S MAPS.



VALLEY PUMP STATION
DETAIL



- LEGEND**
- LOWER ZONE WATER
 - UPPER ZONE WATER
 - ⌘ FIRE HYDRANT
 - wv WATER VALVE



CASTLEWOOD COUNTY SERVICE AREA R-1967-1
WATER SYSTEM
September 2002

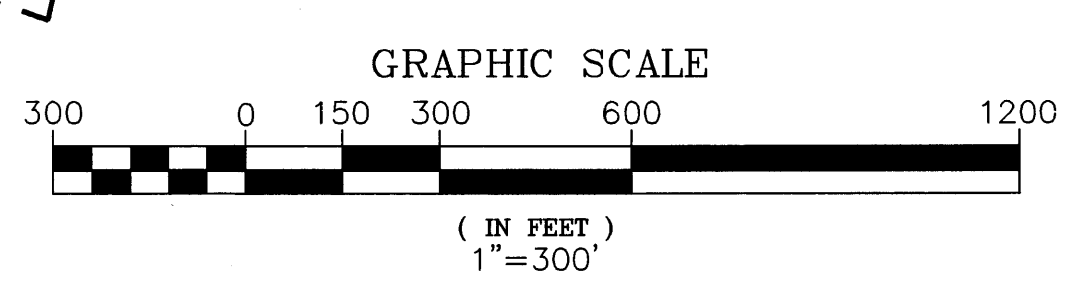
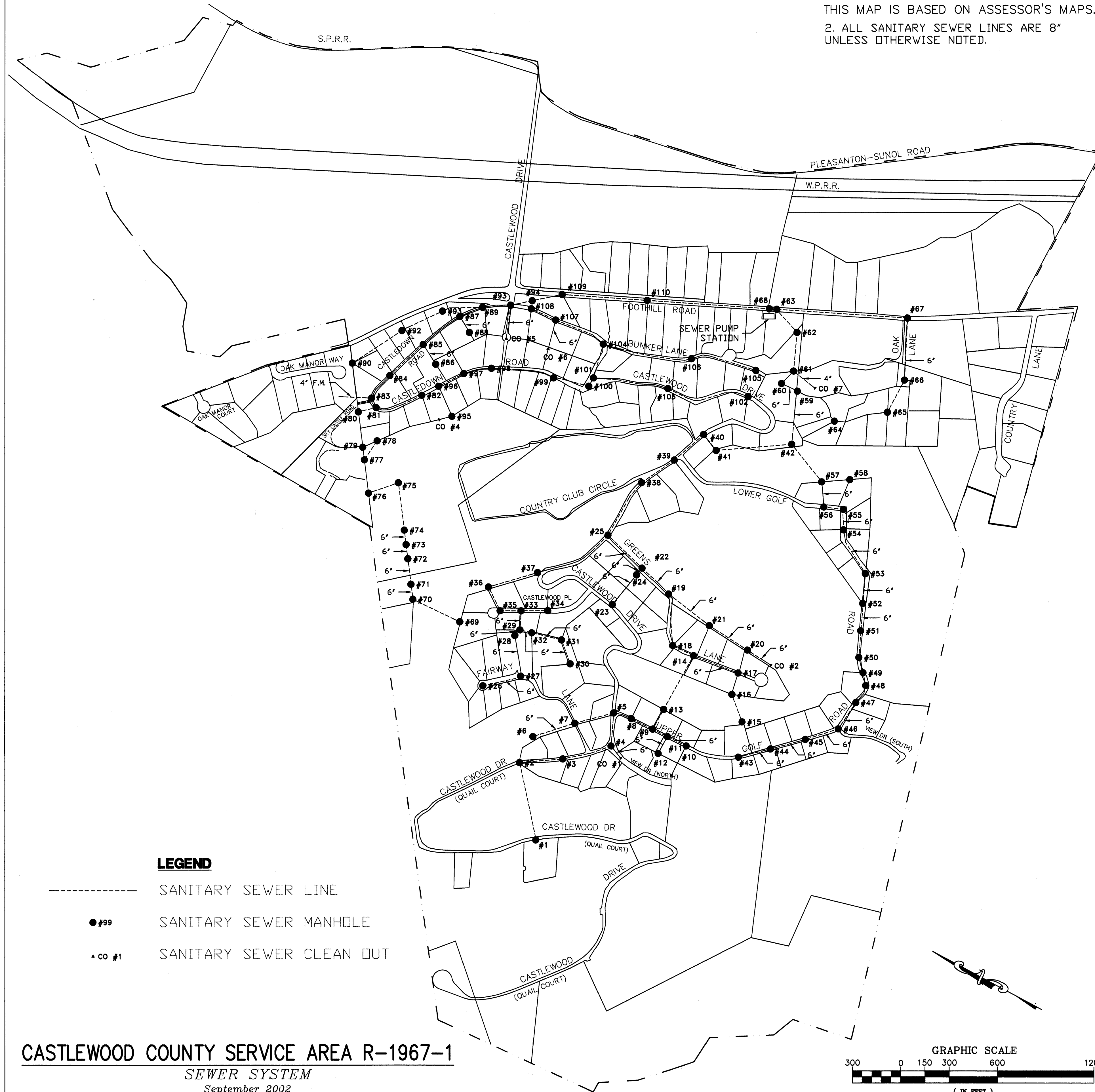


Exhibit A-2: Map of Sanitary Sewer System

NOTES:
 1. THE SCALE SHOWN IS APPROXIMATE ONLY.
 THIS MAP IS BASED ON ASSESSOR'S MAPS.
 2. ALL SANITARY SEWER LINES ARE 8" UNLESS OTHERWISE NOTED.



LEGEND

- SANITARY SEWER LINE
- #99 SANITARY SEWER MANHOLE
- ▲ CO #1 SANITARY SEWER CLEAN OUT

CASTLEWOOD COUNTY SERVICE AREA R-1967-1
SEWER SYSTEM
 September 2002

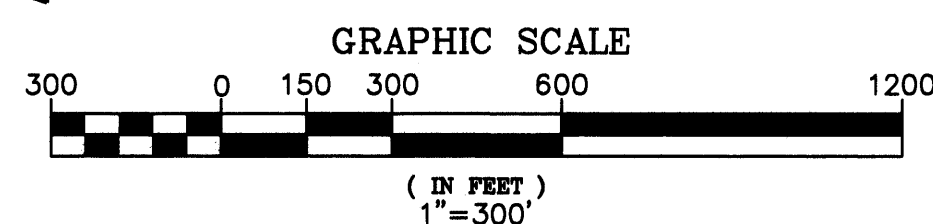


EXHIBIT B

PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

Description	Monthly Fee April 2022 through March 2023	Monthly fee April 2023 through March 2024
Monthly Service Fee for Operation and Maintenance Services of Sewer and Water System as described in Exhibit A	\$21,000	\$21,630
Meter Reading and Billing Services for all property owner meters in Alameda County Service Area R 1967-1 Castlewood. There are approximately 200 water meters connected to the system.	\$3,400	\$3,502

In the event of a contract extension, the revisions to the monthly fees above are subject to negotiation for approval by the County. In any case, the maximum adjustment in any given year shall not exceed 3%.

2. For work defined as Additional Services, the County shall pay the contractor as outlined in Exhibit B-1. Any future adjustments to the rate schedule outlined in Exhibit B-1 are subject to negotiation for approval by the County. In any case, the maximum adjustment in any given year shall not exceed 3%.
3. Invoices will be reviewed for approval by the County, Public Works Agency.
4. Total payment under the terms of this Agreement will not exceed the total amount of \$700,000. This cost includes all taxes and all other charges.
5. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
6. Upon award of this agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance on Contractor's services hereunder. The agreed upon schedule shall be incorporated into this agreement upon its adoption

by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.



Coleman Engineering 2021 Billing Rate Schedule

Classification	Billing Rates
Principal Engineer	\$217
Project Manager	\$202
Assistant Project Manager	\$188
Project Engineer	\$170
Staff Engineer	\$150
Engineering Intern	\$90
CAD Drafter/Designer	\$126
Project Technician	\$115
Project Assistant	\$92
W/WW Operator – Grade 1/2/3/4/5	\$93 / \$103 / \$124 / \$150 / \$185
Construction Manager	\$170 - \$202
Resident Inspector	\$136 - \$160
CM Field Admin	\$75 - \$95

- Billing rates and expense charges are subject to annual update.
- Hourly rates include Indirect Costs such as general computers, telephone, fax, routine in-house reproductions, first class letter postage, miscellaneous supplies, and other incidental general expenses.
- Direct Costs of services and materials such as vendor reproductions/prints, shipping, major in-house Coleman Engineering reproduction efforts, travel expenses, special engineering supplies, etc. will be billed at actual cost plus 10%.
- Sub-Consultants will be billed at actual cost plus 10%.
- Mileage will be billed at the current Federal Rate (\$0.56/mile as of Jan. 1, 2021)
- Expert Witness Services will be billed at standard rates plus a 25% premium.
- Computer charges are included in the Standard Hourly Rates for those employees and contract personnel assigned to use such specialty hardware and software.
- Billing rates apply to all computers and equipment, whether owned or rented by Coleman Engineering, and to all employment categories including regular full-time, part-time, limited term and contract personnel, etc.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.



URI Labor Rate Table 7/1/21 - 6/30/22				
	Hourly	ST 8-Hour Shift	Overtime	Double-time
Principle Director	\$ 155.00			
Project Manager	\$ 145.00			
Supervisor	\$ 176.75	\$ 1,414.00	\$ 213.75	\$ 250.75
Shop Labor	\$ 110.00			
Diver	\$ 254.25	\$ 2,034.00	\$ 310.75	\$ 370.50
Tender	\$ 166.75	\$ 1,334.00	\$ 201.25	\$ 235.50
Pile Driver	\$ 156.50	\$ 1,252.00	\$ 188.00	\$ 219.00
Standby Diver	\$ 169.00	\$ 1,352.00	\$ 203.75	\$ 238.50

*For work on non-navigable waters only



Underwater Resources Owned Equipment

	Hourly	Dayrate
Inspection Equipment & Materials:		
Camera, Digital (still) with U/W Housing & LED	\$ 18.75	\$ 150
SD Video System w/topside monitor, video recorder (DVR), LED light & generator	\$ 37.50	\$ 300
HD Video System w/topside monitor, video recorder (DVR), LED light & generator	\$ 50.00	\$ 400
Long Tunnel Video System w/1200' cable, topside monitor, video recorder (DVR), LED light & generator	\$ 62.50	\$ 500
UW Digital Level in Housing	\$ 5.00	\$ 40
Auxilliary Lights, Underwater, Up to 500 Watt or Ultra Violet Lamp (50 watt) with GFI	\$ 6.25	\$ 50
UW Induction Metal Detector/Magnetic Particle Inspection (MT) System w/Articulating A.C. Probe	\$ 18.75	\$ 150
UW Pinger/Locating and Marker Beacons (portable)	\$ 5.00	\$ 40
ROV, Phantom HD2+2 w/Support System (700' tether), with longer tether options of 1500' & 2200'	\$ 112.50	\$ 900
ROV, Video Ray GTO w/Support System (500' tether)	\$ 87.50	\$ 700
Sonar Systems, Scanning for Profiling (Fast/Digital) & Imaging (High Resolution/Analog)	\$ 31.25	\$ 250
Thickness Meter (UT) <i>Cygnus DIVE</i> or Topside Display, Digital Ultrasonic Multiple-Echo	\$ 18.75	\$ 150
Portable Current/Flow Meter (Analog Display, Knots)	\$ 18.75	\$ 150
Diving Equipment:		
Shallow Air Dive System - 2 Umbilicals (<350'), Vol tank, Compressor, Manifold, Radios	\$ 37.50	\$ 300.00
Shallow Air Dive System - Contaminated Water (Helmet to Suit Seal & Decontamination Station)	\$ 56.25	\$ 450.00
Deep Air Dive System - 54" Decompression Chamber, Umbilicals, 2 x Compressors, Radios	\$ 87.50	\$ 700.00
Long Tunnel Penetration Diving System (2 x 3000' umbilicals, Compressors, Etc.)	\$ 125.00	\$ 1,000.00
Nitrox (NO2) Compressor, Membrane & Diving System - O2 Enriched Air Diving	\$ 56.25	\$ 450.00
Helium-Oxygen Gas Rack/Manifold w/Bottle Whips & Regulators - Deep Mixed Gas Sur-D Diving	\$ 25.00	\$ 200.00
Hot Water Unit, Diesel Powered w/Circulation Well Pump	\$ 21.88	\$ 175.00
Additional or Stand-Alone Compressor, Shallow Air Diving, Diesel or Gas (10 - 20 cfm)	\$ 9.50	\$ 75.00
Additional or Stand-Alone Compressor, Deep Air Diving, Diesel (greater than 20 cfm)	\$ 16.25	\$ 130.00
Dive Rig (additional), 250' Long Umbilical & 2-Way Radio, EA	\$ 6.25	\$ 50.00
Support Equipment:		
Portable/Secure Dive Stations - Modified 10' Steel Container or Trailerable Dive Station/Office	\$ 9.50	\$ 75.00
Steel Work Skiff, 17' or 19' on trailer with 4-Stroke OB Motor (60HP or 90HP)	\$ 31.25	\$ 250.00
Portable Barges, (4' X 8' X 20' each) Inter-Locking to Form 24' X 40' Platform	\$ 31.25	\$ 250.00
Utility Boat (8.5' x 27'LOA) - Push Knees/Bow Ramp, Twin 4-Stroke OB Motors (90HP)	\$ 125.00	\$ 1,000.00
UW Cutting/Burning Rig (Leads w/Torch & Ground), Regulator & Knife Switch	\$ 22.50	\$ 180.00
Gas Powered Welding Machine, 250 Amp D.C. with 50' Leads	\$ 25.00	\$ 200.00
Generator, 1000/2000 Watt, 120 VAC, gas powered	\$ 9.38	\$ 75.00
Generator, 4500 to 6000Watt, 120/240 VAC gas powered	\$ 10.63	\$ 85.00
Hydraulic Hand Tools - Core/Rock Drill, Chainsaw, Breaker, Capstan, Grinder, etc., (Each)	\$ 31.25	\$ 250.00
Hydraulic Power Unit (HPU) - Diesel (16GPM) or Portable Gas (9GPM)	\$ 28.25	\$ 300.00
Pneumatic Hand Tools - Roto Impact Drill, Reciprocal Saw, Grinder, 1000# Winch, Scaler, etc., (Each)	\$ 12.50	\$ 100.00
Core Drilling Stand & Post for Hydraulic Drills	\$ 6.25	\$ 50.00
Rotary Air Compressor, Diesel on Trailer (185 CFM) - with 50' air hose	\$ 30.63	\$ 245.00
Lg. Fire/Jet Pump 1500gpm/80psi with 100' x 2-1/2" firehose & hand-dredge system, Skid Mounted	\$ 38.75	\$ 310.00
Sm. Fire/Jet Pump 650gpm/65psi with 100' x 1-1/2" fire hose & hand-dredge system, Skid Mounted	\$ 31.25	\$ 250.00
2000lb Lift Bag	\$ 9.50	\$ 100.00
Pressure Washer 3000 PSI	\$ 14.50	\$ 200.00
Vehicle (3/4-1 Ton Van or Pick-Up Truck)	\$ 31.25	\$ 250.00
Work Truck (F-350 with Utility Bed, 4X4, King Cab)	\$ 34.38	\$ 275.00
Personnel Work Float, 4' x 8' (3 total, price per each) or Kayak	\$ 6.25	\$ 50.00
Portable Dock Work Float, 8' x 12' or 8' x 16' (4 total, EA)	\$ 18.75	\$ 150.00
Basic Fall Protection - Tripod or Swing Davit w/Certified Hand-Crank Winch	\$ 21.88	\$ 175.00
Gas Monitor (O2, H2S, CO2, LEL)	\$ 6.25	\$ 50.00
Handtools, Daily Fuel & Consumables (Typical, Construction ONLY)	\$ 25.00	\$ 200.00
Flatbed Trailer - 20ft, 14k lbs.	\$ 12.50	\$ 100.00
3rd Party Rentals		Cost + 15%

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual Contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all Contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The Contractor, under penalty of perjury, certifies that, except as noted below, Contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Coleman Engineering, Inc.

PRINCIPAL: Chad R Coleman **TITLE:** President


SIGNATURE:  Chad Coleman **DATE:** 3/28/2022 | 10:31 AM PDT
DocuSigned by:
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EXHIBIT E

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

County project managers will provide a special access code to Contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime Contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime Contractor within five business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to Contractors and participating sub-Contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT F

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: City of Pleasanton

PRINCIPAL: Chad R. Coleman TITLE: President

SIGNATURE:  _____
BE34E50CB09D430...

DATE: 3/28/2022 | 10:31 AM PDT