



Daniel Woldesenbet, Ph.D., P.E., General Manager

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August 7, 2018

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

Dear Board Members:

SUBJECT: APPROVE PROCUREMENT CONTRACT NO. 17200 BETWEEN THE ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT AND UNDERWATER RESOURCES, INC. FOR ON-CALL UNDERWATER STRUCTURES MAINTENANCE SERVICES

RECOMMENDATION:

Approve Procurement Contract No. 17200 between the Alameda County Flood Control & Water Conservation District ("District") and Underwater Resources, Inc. (Principal: Tom Belcher; Location: San Leandro, California) for on-call underwater structures maintenance services, with a contract period beginning August 7, 2018 through August 6, 2021, in an amount not to exceed \$750,000.00 (250,000.00 per year).

DISCUSSION/SUMMARY:

The Lake Merritt Flood Control Pump Station acts as a tidal barrier between the Oakland Harbor and Lake Merritt. It controls gravity outflow from the lake and pumps water from the lake to the harbor for flood control and water quality purposes. The pump station also forms a six-lane roadway bridge for vehicles, bicycles, and pedestrians at the 7th Street crossing of the Lake Merritt channel. The Lake Merritt Flood Control Pump Station is a vital asset of the District's overall flood control system, essential for the protection of life and property from flooding. Under normal and emergency operating conditions, this facility must operate efficiently, reliably, and sustainably to manage stormwater flows.

Underwater Resources, Inc. will be required to perform work identified by the District's inspection services contractor to the satisfaction of the District.

SELECTION CRITERIA/PROCESS:

The District developed and issued a Request for Proposal (RFP) No. FLO2018266 on March 20, 2018, and posted to both the Alameda County Public Works Agency (ACPWA) and General Services Agency (GSA) websites. Also, ACPWA directly solicited certified-SLEB and non-certified local businesses (from the County's SLEB database and ACPWA-maintained professional services database) by providing them a Notice of the contracting opportunity along with an electronic copy of the RFP. ACPWA conducted a mandatory pre-proposal meeting, and a site visit on April 10, 2018, at which time four firms were in attendance:

Firm Name	Business Location
Underwater Resources	San Leandro, CA
C&W Diving	Vallejo, CA
MM Diving	Kelseyville, CA
Rubicon Diving	Modesto, CA

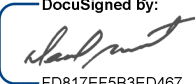
Proposals were received on May 1, 2018, and were ranked as follows:

Proposer	Rank	Total Score	SLEB	Local	Location
Underwater Resources	1	262.5	Yes	Yes	San Leandro, CA
C&W Diving	2	259.5	No	No	Vallejo, CA
MM Diving	3	199.25	No	No	Kelseyville, CA

Underwater Resources was determined to be the highest scoring contractor, meeting the requirements of the RFP and assembling an exemplary proposal. Said consultant was selected to enter into negotiations with the County. Underwater Resources is a certified SLEB within Alameda County (Certificate Number 16-00068 Exp. August 31, 2019).

FINANCING:

Funding for this contract is included in the Public Works Agency's Fiscal Year 2018-2019 Approved Budget and will be requested in subsequent budget years. There will be no impact to the County General Fund, and no increase in net County Cost as a result of this action.

Yours truly,
DocuSigned by:

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

DW/PI

Enclosure

c: County Counsel
Auditor-Controller

STANDARD SERVICES AGREEMENT

This Agreement, dated as of August 7, 2018, is by and between the Alameda County Flood Control and Water Conservation District, hereinafter referred to as the "District", and Underwater Resources, Inc. hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, District desires to obtain on-call underwater structures maintenance services which are more fully described in Exhibit A hereto ("On-Call Underwater Structures Maintenance Services"); and

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

Now, therefore it is agreed that District does hereby retain Contractor to provide On-Call Underwater Structures Maintenance 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 B	Payment Terms
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 August 7, 2018 through August 6, 2021, with two, optional one-year renewals.

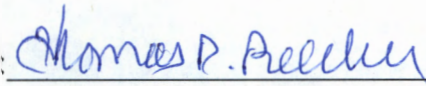
The compensation payable to Contractor hereunder shall not exceed seven-hundred and fifty thousand dollars (\$750,000) for the term of this Agreement (\$250,000 per year).

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

ALAMEDA COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT

UNDERWATER RESOURCES, INC.

By: 
Signature

By: 
Signature

Name: WILMA CHAN
Wilma Chan

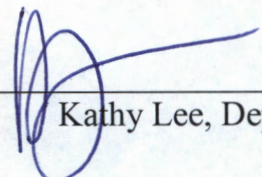
Name: THOMAS R. Belcher
Thomas Belcher

Title: President of the Board of Supervisors

Title: President

Date: 7/23/18

Approved as to Form:
Donna R. Ziegler, County Counsel

By: 
Kathy Lee, Deputy

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 District in any capacity whatsoever, and District 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 District harmless from any and all liability which District 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 District.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of District is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the District agency concerned.

Notwithstanding the foregoing, if the District determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, District 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 District, County of Alameda, their

Boards of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or in any way connected with the performance of this Agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The District may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to District, including defense costs, and shall not be limited by any 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 District, Contractor shall indemnify, defend, and hold harmless District 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 District.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the District 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 District 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 District, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. 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 District. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the District before District'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 Section 1725.5, Contractor shall be currently registered with the Department of Industrial Relations and qualified to perform public work. 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.

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 District 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 District 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 District a written report, in such form as may be required by District 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 District'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 District the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- 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 District and its assignees all copyright and other use rights in any and all 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 District, 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 District and its assignees all copyright and other use rights in any 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 District to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the District and any assignee of the District an express royalty – free license to retain and use said Documents and Materials. The District'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 or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the District the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the District 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 District harmless from any claims for infringement of patent or copyright arising out of such selection. The District'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 District that Contractor has no present, and will have no future, conflict of interest between providing the District 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 District, as determined in the reasonable judgment of the Board of Supervisors of the District.

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 District will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the District 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 District 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 District: ALAMEDA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
951 Turner Court
Hayward, California 94545
Attn: Percy Irving

To Contractor: UNDERWATER RESOURCES, INC.
866 Estabrook Street
San Leandro, California 94577
Attn: Tom Belcher

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 DISTRICT PROPERTY: Contractor shall not use District 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 District, 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 District, Contractor shall provide the District 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 District'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 District 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 District facility or work site, the Contractor within five days thereafter shall notify the head of the District 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 District, 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 District, and shall furnish to the District, its authorized agents, officers or employees such other evidence or information as the District 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 District 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 Alameda County, California, Contractor shall, upon request of the District, make such books and records available to the District for inspection at a location within Alameda County or Contractor shall pay to the District the reasonable, and necessary costs incurred by the District 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 District 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 District, 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 District makes the final or last payment or within three (3) years after any pending issues between the District and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to District 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 District), and Contractor shall in no

event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the District'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.
20. TERMINATION: The District 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 District 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 Underwater Structure Maintenance Services shall not exceed \$750,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

Contractor has been certified by the District as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the District's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the District within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with District to be in compliance with the District's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. 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.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the District. Said requests to substitute shall be submitted in writing to the District 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). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the District notifying Contractor that it is no longer in compliance with the program. District 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 the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide District 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 District 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 District 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 District, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of District 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 District 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, District may request from Contractor prompt written assurances of performance and a written plan acceptable to District, 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 District'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 District'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 District'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 District under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless District 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. District 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 District's prior written consent, to any settlement, which would require District to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend District pursuant to this Section 33 and fails to do so after reasonable notice from District, District may defend itself and/or settle such proceeding, and Contractor shall pay to District any and all losses, damages and expenses (including attorney's fees and costs)

incurred in relationship with District'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 District 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, District 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 those agencies and payments made directly by those agencies.
35. EXTENSION: This agreement may be extended for an additional two one-year periods, by mutual agreement of the District and the Contractor.
36. 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 on-call underwater structures maintenance services as described in this Exhibit A, and per any on-call task orders generated by ACPWA maintenance supervisors, consisting of and consistent with the following documents:

*Exhibit A-1 On-Call Underwater Structures Maintenance Services RFQ/P FLO2018266; and
Exhibit A-2, Contractor Response.*

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Quotation/Proposal No. FLO2018266, including any addenda, the proposal response of Contractor (Response), and additional services that the District obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP/Q and the Response, the more stringent requirements providing the District with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP/Q and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. The RFP/Q and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the District with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

*Thomas R. Belcher, Owner/Senior Project Manager
Chris Levesque, Operations/Project Manager
Grant Cooper, Dive Supervisor
Luda Senderovich, Office Manager*

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

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



Exhibit A-1

DANIEL WOLDESENBET, Director

399 ELMHURST STREET, HAYWARD, CA 94544 (510) 670-5480 Fax (510) 670-5541

www.acgov.org/pwa

ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

REQUEST FOR QUALIFICATIONS/PROPOSALS No. FLO2018266

for

UNDERWATER STRUCTURES MAINTENANCE SERVICES

For complete information regarding this project, see RFQ/RFP posted at
www.acpwa.org/gsa_app/purchasing/bid_content/contractopportunities.jsp and
<http://www.acpwa.org/current-contracting-opportunities> or contact the ACPWA representative listed below.
Thank you for your interest!

Contact Person: David Lewis, ACPWA
Phone Number: (510) 670-5599
E-mail Address: davidl@acpwa.org

RESPONSE DUE

by

2:00 p.m.

on

May 1, 2018

at

**Alameda County Public Works Agency
951 Turner Court
Hayward, CA 94544**



Alameda County is committed to reducing environmental impacts across our entire supply chain. If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

**ALAMEDA COUNTY FLOOD CONTROL &
WATER CONSERVATION DISTRICT
REQUEST FOR QUALIFICATIONS/PROPOSALS
RFQ/P No. FLO2018266**

**SPECIFICATIONS, TERMS & CONDITIONS
for
UNDERWATER STRUCTURES MAINTENANCE SERVICES**

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I. STATEMENT OF WORK

A. INTENT

The Alameda County Flood Control and Water Conservation District (District) provides flood protection functions throughout the nine District zones in western Alameda County. The District plans, designs, constructs, and maintains flood control facilities including natural creeks and wetlands, channels, levees, pump stations, dams, and reservoirs.

The District is seeking a proposal and bid from interested and qualified contractors to provide underwater pump station maintenance. To be considered for this contract, contractors must demonstrate knowledge, qualifications, ability, experience, and competency to provide the services in a timely and responsive manner. The District intends to award multi-year contracts of no more than three years, with two additional one-year options to renew, to one or more contractors selected as qualified and whose response meets District's requirements. The anticipated total project amount is approximately \$200,000 to \$250,000 per year.

This is an on-call services contract. It is possible that contractor(s) may not be called upon to do any work pursuant to this agreement or that the maximum payment for services during the contract period may be increased, either at the discretion of the District.

This Request for Qualifications/Proposals (RFQ/P) generally describes the project, the anticipated scope of services, the requisite contractor experience and capabilities, District requirements, and the information that must be included in the response. Failure to submit information in accordance with the RFQ/P requirements and procedures may be cause for disqualification.

The District will be conducting this procurement in a two-step process including an evaluation and scoring of responses submitted in response to this RFQ/P to develop a short list of up to five (5) of the top-ranked contractors who will be invited to participate in an oral interview. One or more of the highest ranked contractors will be invited to negotiate a contract with the District.

The District expects that its contractors will use their experience and knowledge to make recommendations and refine the scope of work as needed to satisfy District objectives for the project.

B. BACKGROUND

The District is seeking a firm or team of firms (Contractor) to provide underwater structures maintenance for the District's Lake Merritt Pump Station.

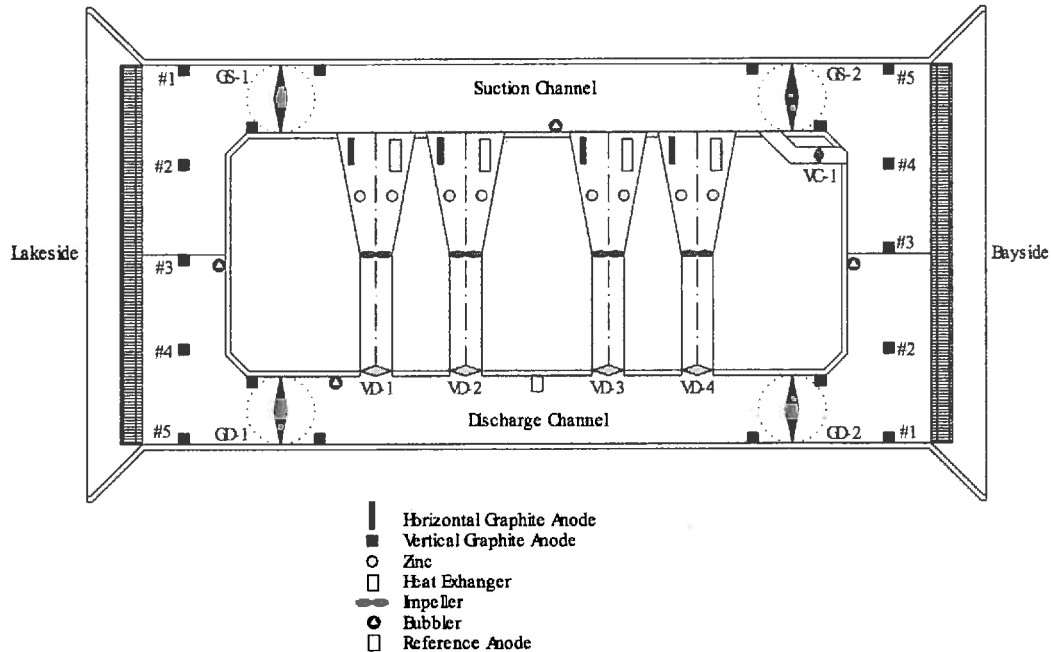
The District's pump stations are a vital component of the District's overall flood control system, essential for protection of life and property from flooding. Under normal operating conditions, the District desires that the pump stations operate efficiently, reliably, and sustainably to manage peak stormwater flows. The District also desires that the pump stations be resilient enough to continue to operate - or be readily repairable - under unforeseen conditions such as natural disasters (earthquake, extreme flooding, fire, etc.). The District is committed to supporting Alameda County's sustainability initiatives, specifically, for this project, clean energy and energy efficiency.

The Lake Merritt Pump Station acts as a tidal barrier between the Oakland Harbor and Lake Merritt. It controls gravity outflow from the lake, and pumps water from the lake to the harbor for flood control and water quality purposes. The pump station also forms a six-lane roadway bridge for

vehicles, bicycles, and pedestrians at the 7th Street crossing of the Lake Merritt channel. A diagram of the Lake Merritt Pump Station components is presented in Figure 1.

FIGURE 1

Lake Merritt Pump Station Inspectable Components



The District currently performs, under separate contract, underwater inspection and engineering services for its Lake Merritt Pump Station. Contractor(s) will be expected to perform its work in accordance with engineering recommendations from these pump station inspections. The District's underwater inspection services contractor will perform post-maintenance inspections to ensure that the maintenance contractor(s) has performed its work in accordance with the engineering recommendations.

Specific work requirements, time frames for completion, costs, and method of payment shall be mutually agreed upon by the contractor(s) and District in writing prior to commencement of each maintenance event.

C. SCOPE OF SERVICES

1. Program and Project Management

- a. Regularly communicate and coordinate with District staff and District's underwater inspection services contractor.
- b. Coordinate the project team and manage all work to satisfy District goals.
- c. Organize and attend project team meetings, as needed.
- d. Prepare a project schedule and update it as needed.

- e. Implement quality assurance and quality control protocols and standards to ensure that the District's quality goals are met.
- f. Prepare and submit to the District a weekly written report on all completed maintenance. Contractor shall make available the daily logs.

Deliverable: Daily progress reports with sufficient detail for District staff to determine whether the Contractor is performing to expectations and is on schedule and on budget. The progress reports shall also communicate interim findings and provide information about any difficulties or special issues that need to be remedied.

2. Dive Plan and Safety Plan

Prior to commencing any work at the Lake Merritt Pump Station, Contractor(s) shall develop a detailed dive plan and safety plan, based on an initial review of existing information about the pump station infrastructure and equipment.

At a minimum, Contractor(s) shall perform work in compliance with all applicable federal, state, and local laws, statutes, and regulations, including but not limited to Cal OSHA (8CCR) requirements, found at Title 8 California Code of Regulations Sections 6050 through 6063 and all appendices and US Department of Labor, OSHA (29CFR1910 Subpart T: Commercial Diving Operations). Contractor(s) shall identify confined space entry conditions (if any) and develop associated safety and work protocols.

The dive plan and safety plan shall include a discussion of quality assurance/quality control protocols that will be followed to ensure that the District's quality goals are met.

The District expects that the Contractor(s) will propose best-available-technology to perform the Lake Merritt maintenance services. This can include, but not be limited to, use of dive teams and/or remotely operated vehicles (ROVs) to provide services that meet District's goals in the most cost-efficient manner possible. The plan shall also identify any special issues that Contractor expects to, or may, encounter that could adversely impact its work.

Deliverable: Dive Plan and Safety Plan describing dive procedures and protocols, and safety procedures and protocols that will be followed.

3. Lake Merritt Pump Station Maintenance Services

The Lake Merritt Pump Station acts as a tidal barrier between the Oakland Harbor, a navigable waterway, and Lake Merritt. It controls gravity outflow from the lake and pumps water from the lake to the harbor for flood control and water quality purposes. The pump station also forms a six-lane roadway bridge for vehicles, bicycles, and pedestrians at the 7th Street crossing of the Lake Merritt channel.

As specified by the District in the pre-maintenance report, Contractor shall provide all labor, materials, equipment, workmanship, and transportation needed to perform underwater maintenance activities at the Lake Merritt Pump Station in Oakland, California. Maintenance at the Lake Merritt Pump Station is expected to take place biannually (every six months), typically in the spring and fall, although the District will specify the frequency of maintenance events.

An underwater inspection report and engineering recommendations will be provided to the Contractor(s) prior to each maintenance event. Contractor shall commence its work no later than ten (10) days after the District authorizes the Contractor to begin work. IMPORTANT NOTE: Working dives may require entering the pump inlets which are approximately twenty-five (25) feet long. This is NOT considered a penetration dive, per OSHA and ADC definitions. The diver will have sufficient room to turn around within these inlets.

At minimum, the Contractor will be required to remove at least ninety five percent (95%) of the marine growth and debris from the areas listed below. The major fouling growth in these areas consists of hard shelled barnacles, mussels, tube worms, oysters, and soft growth organisms such as hydroids, tunicates, sponges, sea lettuce, and widgeon grass. Contractor must use acrylic or other soft type hand scrapers and low-pressure water jet (100 psi or less), or equivalent, so as not to damage the coating or equipment, unless otherwise specified. The work may include, but will not be limited to, the removal of marine growth and debris from:

- a. ENGINE HEAT EXCHANGERS: Remove marine growth from all four (4) heat exchangers, including marine growth within at least two (2) feet distance in any direction of each heat exchanger. Care must be taken not damage heat exchanger tubes during cleaning.
- b. WATER LEVEL BUBBLER TUBES: Remove marine growth from the four (4) bubbler tube bleed outlets located on the upstream, downstream, suction, and discharge channel walls, including marine growth within at least two (2) feet distance in any direction of the outlet of the lines.
- c. SUCTION AND DISCHARGE CHANNEL GATES: Remove marine growth from all sides of the four (4) gates located at each end of the suction and discharge channels.
- d. GRAPHITE ANNODES AND HOUSINGS: Remove marine growth on the PVC anode housings from areas within two (2) feet of the anode housings. Remove marine growth on the twenty (20) vertical PVC anode housings on the channel walls next to the gate, including marine growth within at least two (2) feet distance in any direction from the anode housings. Document the condition of each anode. Check each U-bracket for tightness and reattach any loose brackets with new 316 stainless-steel concrete anchor bolts embedded in approved epoxy. Loose or missing bracket hardware may require repair or replacement at the direction of the District.
- e. ZINC ANODES: At District's direction, replace any badly worn zinc anodes with new anodes supplied by the District.
- f. TRASH RACKS AND DIVIDER SCREENS: Remove all marine growth and debris from the upstream and downstream trash racks, divider screens, and adjacent areas. The racks span the entire width of the pump station and include racks that divide each apron bay into suction and discharge areas. The marine growth must be removed from both sides of the trash racks, and from the horizontal strength

members on the inside of the trash racks. The Contractor shall be responsible for securing the diver's doors in the trash racks at the end of each workday.

- g. UPSTREAM AND DOWNSTREAM APRONS, CHANNEL FLOORS: Remove all marine growth and debris on the concrete aprons on each side of the pump station, from the pump station walls to the outside edge of the apron next to the sediment trenches. Remove all marine growth and debris on the channel floors in the areas of gate travel to a point at least fifteen (15) feet into the channels from the gate shafts. Gate areas including drive mechanisms, bearings, and channel floors. These areas must be cleaned to bare concrete. The concrete aprons, and the channel floors in the areas of gate travel, must be cleaned last so that all marine growth and debris that have been removed from the trash racks, gates, vertical anode housings, and other areas will be completely removed from the aprons and channel floors.
- h. PUMP INLETS/TUBES, INCLUDING INSIDE EACH SUCTION INLET, AND CEILINGS AND WALLS: Remove all corrosion, blistering, etc. on the steel areas of the pump inlets/tubes – including pump shaft support hubs, vanes, and inlet walls from the impeller shaft to the impeller – using air-powered wire wheel or hand scraping to a bare metal surface. An underwater epoxy must immediately be applied to the exposed areas. A minimum of two (2) coats, six (6) mil thickness each coat, of epoxy shall be applied to all repaired surfaces. Epoxy shall be as approved by the District, and applied in accordance with the manufacturer's instructions.
- i. SEDIMENT TRENCHES: Trenches at the upstream and downstream ends of the aprons have formed due to action of tidal flows and currents. These now function as sediment and debris trenches. Remove all marine growth and debris in the sediment trenches that run across the outer width of the upstream and downstream aprons. This will most likely be done during fall maintenance to prepare for the winter storm runoff. Each sediment trench is approximately eighty-six (86) feet long, six (6) feet wide, and three (3) feet deep. The evacuation of the sediment trenches must be done with a suction dredge. Large debris items that can't be removed with the suction dredge shall be picked up by the divers and deposited on the banks for removal by topside personnel. The entire length of both trenches must be cleaned to a depth of three (3) feet as measured from the top of apron and to a minimum width of six (6) feet.
- j. AIR BLEED LINE AND OTHER BRACKETS/ANCHORS: At District direction, any loose bracket/anchor must be re-anchored with 316 stainless steel concrete anchor bolts embedded in an approved epoxy.
- k. VC-1 BYPASS GATE: This is a gate located in the suction channel. This gate area must be cleaned of marine growth including the channel floor in the area of gate travel, the entire length of the 36-inch-diameter VC-1 bypass tunnel, discharge butterfly valves, and walls of the discharge outlets.

I. VERTICAL CONCRETE PILES

Other considerations and requirements pertaining to the pump station maintenance are as follows:

- a. Contractor shall submit daily progress reports in a format and containing information as agreed upon by the District. Information should include, but not be limited to, dive time log, work activities, progress against scheduled work plan, and changing site conditions that may impact work progress, and any suggested additional work identified.
- b. Contractor must use surface-supplied air diving only. No SCUBA will be allowed, unless Contractor receives prior approval from District.
- c. Regarding disposal of materials, large materials that cannot be dredged must be hand carried to top of bank for disposal by the District or others.
- d. Contractor shall notify District representatives of any damage to equipment or structures, and damage or failure of epoxy coatings or waterproofing membranes, any corrosion, or any other unusual conditions, including excessive silt and/or debris deposits.
- e. Contractor shall be fully responsible for establishing a safe and secure work site to preclude or prevent accidents to the public and/or damage to public and private property on the work site. Any damage caused by Contractor on property near or on the work site shall be repaired by the Contractor to a condition equivalent to the pre-damage conditions. Contractor shall obey and enforce all pertinent safety orders, rules, and recommendations of the California Division of Industrial Safety and other local, state, or federal ordinances.

Deliverable: For each maintenance event, daily progress reports, with accompanying photographs and video footage, as specified by the District.

4. **Optional Task: On-call Diving Services**

- a. District may require additional diving maintenance services, as needed, at the Lake Merritt Pump Station or at other Alameda County locations. Contractor shall remain on-call throughout the year to provide diving services, as requested by the District.



EXHIBIT A-2

CONTRACTOR SAMPLE BUDGET FORM

RFQ/P No. FLO2018266

For

UNDERWATER STRUCTURES MAINTENANCE SERVICES

Contractor must provide, under separate sealed envelope, a sample cost proposal by pricing out the scenario presented in Section II.E (7) above, as well as a current rate schedule using the form below. Both the sample cost proposal and current rate schedule can be in the same sealed envelope.

Contractor Rate Schedule for Field Maintenance Services

Item	Description	Cost
Year One Pricing Schedule, Single Maintenance Event		
1.	Mobilization	\$1,250
2.	8-hour dive maintenance (3-person diving team - 1 diver)	\$4,950
3.	8-hour dive maintenance (3-person diving team - 2 divers)	\$5,625
4.	8-hour dive maintenance (2-person ROV crew) - No divers	\$3,450
5.	4-hour dive maintenance (2-person ROV crew) - No divers	\$2,235
6.	Standby (per crew member per hour)	\$138
Year Two Pricing Schedule, Single Maintenance Event		
1.	Mobilization	\$1,250
2.	8-hour dive maintenance (3-person diving team - 1 diver)	\$5,040
3.	8-hour dive maintenance (3-person diving team - 2 divers)	\$5,725
4.	8-hour dive maintenance (2-person ROV crew) - No divers	\$3,502
5.	4-hour dive maintenance (2-person ROV crew) - No divers	\$2,275
6.	Standby (per crew member per hour)	\$142
Year Three Pricing Schedule, Single Maintenance Event		
1.	Mobilization	\$1,250
2.	8-hour dive maintenance (3-person diving team - 1 diver)	\$5,130
3.	4-hour dive maintenance (3-person diving team - 2 divers)	\$5,830
4.	8-hour dive maintenance (2-person ROV crew) - No divers	\$3,550
5.	4-hour dive maintenance (2-person ROV crew) - No divers	\$2,290
6.	Standby (per crew member per hour)	\$146

SPECIAL NOTE: The District's Zone 12 Line R (Lake Merritt Outfall Channel) is considered a navigable waterway, which may impact workers' compensation requirements.

***NOTE: The 4-hour dive crew option has been removed due to illegality. It has been replaced with an 8-hour dive crew utilizing 2 divers.**



Exhibit A-2

Date: Tuesday, July 17 2018

To: David Lewis
ACPWA
951 Turner Court
Hayward, CA 94544
davidl@acpwa.org
510-670-5599

From: Chris Levesque
Underwater Resources, Inc.
866 Estabrook Street
San Leandro, CA 94577
chris@urdiving.com
510-957-5097

Transmittal Letter: Request for Qualifications / Proposals No. FLO2018266 for Underwater Structures Maintenance Services

Dear David,

Please find attached our response to the request for qualification / proposals No. FLO2018266. Underwater Resources Inc. (URI) is excited to have the opportunity to bid the ***Underwater Structures Maintenance Services*** for Alameda County. Having performed hundreds of projects at facilities similar to the Lake Merritt Pump Station (LMPS) in our 35 years in business, URI knows exactly what it takes to perform this type of work safely, efficiently, and in a cost-effective manner. We also recently successfully and safely cleaned and reset the pump station trashracks and installed underwater curbs to keep them from becoming dislodged. We look forward to working with the County again on this project using our highly skilled divers and technicians to accomplish your needs.

URI specializes in underwater construction and repairs, sub-sea structural and condition surveys, rehabilitation of docks, piers, submerged pipelines, bridges, sanitary outfalls, levees, gate structures, canals, dams and wharves, HDPE Pipeline construction for marine applications, fabrication and installation of floating security barrier systems, USCG, US NAVY and ABS classification vessel inspections. URI offers state-of-the-art equipment and facilities to deliver premier, customer-driven solutions. Our highly skilled diving, technical and project management team are experienced in deep water, coastal and inland waterway environments. We operate and maintain our own remotely operated vehicles (ROVs), sonar imaging and profiling systems, dredging and hydraulic powered equipment, and a variety of other specialized systems for underwater use.

URI fully understands the scope outlined by the County in the RFQ and our team has the knowledge and experience to more than satisfy your requirements for underwater services. With the necessary equipment and experience in place, URI will not require any subcontractors. We are also no strangers to emergency response as URI has provided our services to perform dive work on a 24-hour basis since 1982. Our Operations Manager and key dive personnel respond to emergency calls 24/7. With our headquarters in San Leandro, CA, URI is a short distance from the pump station and can respond quickly to emergencies if necessary.

URI has extensive experience inspecting, cleaning and servicing structures similar to the LMPS such as waste water treatment plants, river water intake plants, saltwater intake facilities, internal & external storm & wastewater outfalls, hydroelectric facilities, reservoir intake towers,

inlet/outlet tunnels, potable water reservoirs, and more. We have worked for many different agencies and utilities including SRWTP, SMUD, EID, PCWA, PG&E, EBMUD, TID, MID, San Jose Water Company (SJW), San Francisco Parks & Recreation, City of SF Water Department, San Quentin Correctional Facility, Contra Costa Water District (CCWD), Daly City Department of Water, Alameda County Water District and numerous more.

We appreciate the County's attention to safety. Underwater Resources, Inc. (URI) is a licensed, insured and bonded CA General Engineering Contractor (A639975) and in business operating continuously as marine and underwater contractors since 1982. URI is certified as a Small Business with the State of CA (DGS #12809) and signatory to Piledrivers and Divers Local Union No. 34 and maintains an excellent industry safety record. Please do not hesitate to call/email the undersigned if you have any questions or wish to further discuss/customize the scope of work and/or proposal.

In the attached proposal, you will find a sound approach from a highly qualified company and team. We have reviewed the RFQ and thought hard about how to perform the inspection and maintenance work both safely and efficiently. Our experience at the Lake Merritt Pump Station and in performing similar types of work and understanding of your particular needs qualifies Underwater Resources as an ideal choice. We enjoyed working with Alameda County recently and look forward to doing so again in the near future. The below signed has the authority to commit Underwater Resources, Inc to the qualifications herein.

Best regards,

A handwritten signature in black ink, appearing to read 'Chris Levesque', written in a cursive style.

Chris Levesque
Operations Manager



**Alameda County Flood Control
& Water Conservation District**

**Request for Qualifications / Proposals
No. FLO2018266**

Prepared by
Underwater Resources, Inc.
866 Estabrook Street
San Leandro, CA 94577
510-957-5097

Contact
Chris Levesque
Operations Manager
chris@urdiving.com

May 1, 2018

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1. Project Understanding

1.a. Understanding of District's objectives and the purpose of the project

URI understands the importance of properly cleaning and maintaining the Lake Merritt Pump station since it acts as a tidal barrier and flood control system for the land, homes, and businesses surrounding the channel and lake. Keeping the various components of the pump station clean biannually allows efficient operation and flow of water which are essential during peak storm water flows or unforeseen conditions. URI has the experience and equipment to perform any maintenance required on the underwater structures associated with the pump station. We work closely with engineers on a routine basis and are adept at following their instructions and executing their recommendations underwater.

To fulfill the on-call nature of this and other contracts, URI maintains the ability to perform emergency response dive operations on a 24-hour basis. Our management staff, field personnel and equipment are "on call" and available, as needed on a 24/7 basis, and our new central East Bay location now enables us to rapidly respond/mobilize to any job within the Greater Bay Area via marine vessel or by nearby interstate highway access.

URI understands that the District wants to remain well informed for the duration of the project. We plan to keep an open line of communication with District staff and, as mentioned above, will answer our phones at any time. Our proximity to the project site will allow for ease of coordination with the District, attendance of meetings, and mobilization of equipment. URI has recently completed work at the LMPS for which we submitted daily progress reports. We welcome any critique of those reports so that we can better serve the District.

Like the District, URI has a commitment to safety. All our dive work is performed according to with Cal-OSHA (CCR Title 8, Sections 6050-6053) and Fed-OSHA (29CFR, Subpart T, Section 1910) for "Commercial Diving Operations" and also the Association of Diving Contractors International (ADCI) requirements as described in their "Consensus Standards" while using a surface-supplied air diving mode of equipment with continuous hard-wire 2-way voice communications. Dive team members assigned for this project will be qualified and experienced and with equipment provided shall meet and/or exceed the specifications and testing as outlined either in the CCR Title 8, Sections 6050-6063 and 29CFR. We are well versed in submitting site specific construction, dive safety, and environmental plans for our projects and will use our experience at the LMPS and similar structures to inform those plans.

1.b. Understanding of the project challenges

Each of the different components in the Lake Merritt Pump Station pose a different challenge to the divers. While the main activity listed in the RFQ is cleaning for each of these components, they all need to be handled with care in an individual manner. It is imperative that the divers exercise caution when removing marine growth and use a low-pressure water jet and soft hand scrapers as directed by the District to maintain the integrity of the equipment and corrosion resistant coatings. Divers will be instructed not to brace themselves or rest their full body weight on delicate components such as heat exchanger tubes.

Having inspected the LMPS on multiple occasions, URI knows that heavy marine growth such as barnacles and muscles can completely cover elements that need to be inspected to the point that that are unrecognizable. We plan to use divers that are familiar with the facility so that they do not slow down the project while working through a learning curve. Any diver who is new to

the facility will be required to review plans and inspection videos with either a project manager or dive superintendent at their side to point out the various components, identify them and get a sense of their location. Prior to the start of work, all crew members will be familiar with:

- Engine Heat Exchangers
- Water Level Bubbler Tubes
- Suction & Discharge Channel Gates
- Graphite Anodes & Housing
- Zinc Anodes
- Trashracks & Divider Screens
- Aprons & Channel Floors
- Pump Inlets/Tubes
- Sediment Trenches
- Air Bleed Line
& Other Brackets/Anchors
- VC-1 Bypass Gate
- Vertical Concrete Piles

The district has provided a comprehensive list of components along with brief instructions for their cleaning in this RFQ/P. Divers will study this list and the superintendent will have it on site as a guide.

Another challenge that requires experienced divers is the use of underwater pneumatic hand tools. The installation of concrete anchor bolts as well as the removal of corrosion and blistering from the pump inlets, ceilings and wall requires a steady hand and someone who is familiar with the use of pneumatic tools. Our crew members have performed corrosion removal using air-powered grinders on many different structures and have installed countless anchor bolts both with and without epoxy injection. Additionally, they are well versed in the mixing and application of various underwater epoxies.

Dredging operations pose another challenge during LMPS maintenance. Tidal flows at the pump station can create difficult working conditions such as low visibility and water currents. URI crew members have a vast amount of experience performing dredging operations in the San Francisco Bay where conditions can be significantly worse. Our divers regularly operate in zero-visibility as well as tidal currents up to 1.5 knots. URI understands the dangers of dredging operations and knows how to position our crew and equipment to maximize safety. Removing larger debris items can also pose a safety risk. Our divers know how to handle items with caution to prevent laceration injuries or back strain.

Having worked for the District previously, URI is familiar with the efforts required to produce quality results in both our field work and technical reporting. To ensure QA/QC of deliverables, URI has a quality control system in place to ensure that each project meets the client's standards. Prior to the start of a project, we hold a kick-off meeting that includes our key personnel. During that meeting we discuss the goals for the project and how they will be met by field and office staff. The project manager will work with the superintendent as well as the client to establish customized forms to capture the in-field data for the project. This data will then be converted into a technical report which will be peer reviewed by the field superintendent and another project manager.

In the field, the supervisor will monitor the progress, production rates, and safety practices of each dive team member. This information will then be reported to the project manager and the team will make any necessary adjustments to the crew or job site configuration based on the findings.

2. Team Organization and Management

2.a. Describe the roles and organization of your proposed team, including firm and subcontractors for this scope.

Owner/Senior Project Manager: The Owner and Senior Project Manager (Owner) acts as the CEO and general manager for the company. The owner manages approximately 50% of the project load and generally oversee high-level project issues. Having run a successful marine construction business for over 35 years, the owner often acts as a consultant to current and potential clients regarding their commercial diving needs. The owner will review estimates, proposals, safety plans, technical reports, and invoices prepared by the Project Manager.

Operations / Project Manager: The Operations and Project Manager (OPM) oversees daily operations of both the office/shop and field work and manages approximately 50% of the project load. The OPM is responsible for seeing a project through its life cycle. This includes estimating, scheduling and staffing projects with OSHA compliant certified dive crews, preparing safety documents, coordinating on-site logistics, delivering progress to the client, making sure that a project stays on schedule and within the budget, and closing out a job with the delivery of a technical report, video and invoice.

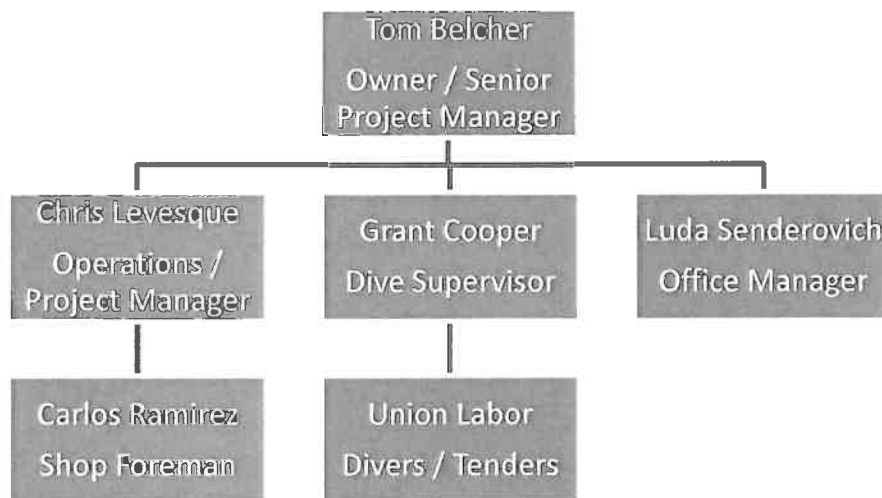
Dive Superintendent: The Dive Superintendent (DS) is responsible for overseeing projects in the field and ensuring the safety of the crew while generating deliverable data/results to the client. This includes reviewing plans, managing the dive team along with their depths and bottom times, and reporting to the office staff throughout the day. The DS will work with the OPM to staff each project and ensure that crew member's individual strengths align with the goals of the project. The DS and OPM will also work closely to establish the site-specific work task methodology for each project. The DS has the field knowledge and expertise to create the most efficient methodology based on the project parameters. The following table further outlines the duties of DS along with those of the diver and tender.

Position	Duties
Dive Supervisor	<ul style="list-style-type: none">• Overall-in-Charge of all diving operations, safety and logistics at the dive site. Has the authority and responsibility to discontinue diving operations in unsafe conditions.• Familiar with all dive tasks and team members• Evaluates qualification and physical fitness of divers selected for each task• Inspects all equipment and/or completed equipment checklists• Conducts pre-dive briefings and post-dive interviews.• May serve as the primary diver or chamber operator (in an emergency)• May serve as stand-by diver tender in depths < 100 feet.
Diver/Tender	<ul style="list-style-type: none">• Perform all required underwater tasks as directed by the Diving Supervisor• Stand by for emergency deployment and/or to assist primary diver(s) as directed by the Diving Supervisor <p><u>As tender:</u></p> <ul style="list-style-type: none">• May be deployed as working diver (≤ 60ft) if another tender is available or provide emergency assistance• Checks the diver's equipment and topside air supply for proper operation• Constantly tends diver umbilical & lines to eliminate excess slack or tension• Provides emergency assistance as directed by the Diving Supervisor

Shop Foreman: The shop foreman oversees maintaining the facilities that house the commercial diving equipment and purchasing of additional items. He manages upkeep of that equipment which includes diving compressors, the vehicle fleet, and a vessel fleet. The shop foreman, as directed by the operations manager, oversees the equipment load out for diving projects.

Office Manager: The office manager performs various administrative tasks in support of the owner, operations/project manager, dive superintendent, and shop foreman. Along with payroll, clerical functions, and daily administrative operations, the office manager assists with project related paperwork and research.

URI does not plan to use any subcontractors for this project.



2.b. Explain how Contractor's team structure provides adequate capability to perform volume and variety of work required under the contract.

The owner and dive superintendent have been working together successfully since the inception of Underwater Resources. The URI team as outlined above has been working closely for the past 6 years. A simple, effective and streamlined work methodology has been established among this team that regularly produces efficient and safe project outcomes. In addition to our core team, URI has established longstanding relationships with industry leading divers and field supervisors. This, along with our large inventory of owned commercial diving equipment, allows us to perform and manage up to four simultaneous diving operations daily. The shared expertise among our team makes URI a sought-after resource for complex and difficult work.

2.c. Experience managing teams

URI has experience managing teams on multiple levels from our own in-house dive teams up to JV partnerships with other firms. As mentioned previously, our project management staff handles up to four concurrent dive operations in a single day. Each of these teams is led by a seasoned dive superintendent and supported by our office staff. Every year, URI partners with multiple engineering firms on as-needed service contracts for various agencies. We work closely with this firms to outline the team goals and the contributions of each member. URI will often be asked to participate in a team presentation prior to contract award.

2.d. Approach to ensuring deliverables meet District standards

Having worked for the District previously, URI is familiar with the efforts required to produce quality results in both our field work and technical reporting. URI has a quality control system in place to ensure that each project meets the client's standards. Prior to the start of a project, we hold a kick-off meeting that includes our key personnel. During that meeting we discuss the goals for the project and how they will be met by field and office staff. The project manager will work with the superintendent as well as the client to establish customized forms to capture the in-field data for the project. This data will then be converted into a technical report which will be peer reviewed by the field superintendent and another project manager.

2.e. Process of managing budget

URI understands that funds are limited and completing a project on or under budget is very important to clients. In the commercial diving industry, the ability to stay on budget usually depends on the field crew's ability to meet a reasonable production schedule. URI estimates production times based on our 35 years of industry experience. We also know how to select the right diver for each task. Some divers can quickly produce a coherent and detailed inspection video, while others will be able to remove marine growth at a quick pace. The project manager receives a daily debrief from the field superintendent regarding production times and estimated time of completion. They work together to troubleshoot any problems that arise and to ensure that each team member has what they need to stay on schedule.

2.f. Approach to ensuring compliance with the County's SLEB program.

Since our inception, URI has been a small business in the Bay Area. We are currently certified as a micro-small business in that state of California as well as a SLEB with Alameda County. URI obtained our SLEB status in September 2016 shortly after moving to the East Bay from SF. URI is committed to remaining in the East Bay for many years to come. Our office manager is tasked with maintaining the SLEB certification. We do not plan to use any subs on this project.

2.g. Identify other activities you propose to implement in support of required tasks.

URI recommends assisting the County in keeping records on dive production times. It would be beneficial for the county to know approximately how long it takes an experienced and motivated dive crew to clean each of the elements listed in the scope. This would help the County with future budgeting efforts and RFQ/Ps.

2.h. Describe any changes that you would make to the work scope.

Although there is no need to revise the scope as written by the County, URI is interested in performing the work in an economical and efficient manner. To complete the cleaning more efficiently, the order of operations would be an important consideration. URI would consult with McLaren Engineers and ask for insight on how best to perform the maintenance. They would likely be able to offer insight on which components should be cleaned first.

One other potential change to the scope would be the allowable pressure applied from a water blaster to clean the trashracks and other components. During our recent spring maintenance effort, URI followed the County's instructions to utilize a low-pressure cleaning system. URI recommends that contractors be allowed to carefully experiment with higher pressures in order

to determine the best setting that allows for quick and efficient cleaning without removing any coating from the structures.

2.i. Identify all tasks / activities that would be fully supported by your organization & those that would require assistance from the District.

URI has the capability to self-perform all work listed in this RFQ. However, considering that the County owns a boom truck, it would cost effective to utilize it for resetting trash racks as needed. Previously the County also aided in removing debris from the banks alongside the pump station. This can also be done by URI at the County's discretion.

3. Relevant Contractor Project Experience:

Provide a minimum of three descriptions of projects performed by Contractor (firm and/or subcontractors) of a similar nature to the work described in this RFQ within the past five (5) years.

1. City of Sacramento On Call Underwater Diving & ROV Service for Drinking Water Facilities

Schedule: On Call 10/2015 to Present Budget: \$125,000 annually

Scope: URI established an on-call contract with the City of Sacramento in 2015 to perform inspection, maintenance cleaning and repairs on their various drinking water facilities. Over the past several years, URI has mobilized multiples times to both the EA Fairbairn Water Treatment Plant and the Sacramento River Water Treatment Plant. The scope of these jobs is very similar to work to be performed at the Lake Merritt Pump Station. Diver's used water blasters to clean the interior and exterior of the large fish screens surrounding the plant walls, they inspected pumps and structural components on the interior of the plants, and they performed minor concrete repairs and modifications to the plant exterior.

2. Monterey Bay Aquarium Service Contract for Saltwater Intake Pipeline Maintenance

Schedule: Quarterly Maintenance and On Call Work As Needed Budget: \$153,000 annually

Scope: URI performs quarterly maintenance on the Monterey Bay Aquarium salt water intake pipeline. This work which is also similar in scope the Lake Merritt Pump Station scope includes cleaning intake screens with a water blaster and installing new check valves at the terminus of the two parallel intake pipelines in 50 feet of water. In addition to the regular maintenance, the Aquarium will call URI on an emergency as needed basis when intake screens collapse due to attack by jelly fish or sea stars. URI also performs several other tasks including inspection, stabilization and point load mitigation of the pipelines.

3. Lake Merritt Pump Station Inspection & Repairs for McLaren Engineers

Schedule: Bi Annual & As Needed Budget: \$15,000-\$30,000 annually

Scope: URI provides a dive superintendent and a diver along with shallow air diving equipment plus an underwater video system to assist McLaren Engineers and their diver with the bi-annual inspection of the Lake Merritt Pump Station. These video narrated inspections cover the various components of the pump station including trashracks, heat exchangers, bubbler tubes, suction/discharge channel gates, anodes & housings, aprons and channel floors. In addition to the inspections, URI also provides as needed repair services. Recently URI has performed trashrack cleaning and bolt repairs as well as the reshaping and reinstallation of trashrack clamps.

4. Experience of Key Team Members:

For all key team members including subcontractors, provide brief summary of relevant project experience (resumes to be in an appendix). For purposes of this RFQ/P, "key team members" is defined as those individuals who are essential to the successful completion and execution of this contract.

Key Personnel: Except for a few shifts, the clear majority of the work for the three projects listed above has been supervised in the field by our dive superintendent Grant Cooper. Chris Levesque has acted as project manager and Tom Belcher as the senior project manager on all the projects above.

For the City of Sacramento On Call Underwater Diving & ROV Service for Drinking Water Facilities project, Grant Cooper supervised dive crews ranging between 3 and 5 members and performed work diving from the interior of the facility, the exterior deck and on the exterior from our utility vessel. The needs of the City were multi layered for their complex facility and Chris Levesque worked closely with them to ensure that those needs were met. This included developing a scope and work plan, coordinating job logistics and reporting findings to the client. Tom Belcher contributed to this project by liaising with City officials to explain URI's process and methodologies.

For the Monterey Bay Aquarium Service Contract for Saltwater Intake Pipeline Maintenance project, Grant Cooper has supervised over 100 dives on their saltwater intake pipeline. He assesses local conditions to determine what size of vessel is needed for each mobilization, and works directly with the Aquarium staff on site to coordinate loading of materials and report verbally on findings. Chris Levesque works with the Aquarium and dive crew to deliver inspection findings and to complete work within quarterly budgets. Tom Belcher contributes to this service contract by providing consulting services for the ongoing repairs of their pipeline.

For work at the Lake Merritt Pump Station, Grant Cooper supervises the dive work and provides coordination assistance with McLaren Engineers. While McLaren's representative directs the diver, Grant manages equipment and diver safety. For recent work at the Pump Station Grant oversaw pressure washer production rates of the trashrack cleaning. URI managed to outperform previous contractors by setting production goals, utilizing experienced divers and maintaining a steady work pace. Chris Levesque and Tom Belcher shared the project management duties for this work and communicated with the County/District as needed.



EXHIBIT A-3

**SMALL LOCAL EMERGING BUSINESS (SLEB)
PARTNERING INFORMATION SHEET**

RFQ/P No. FLO2018266

For

UNDERWATER STRUCTURES MAINTENANCE SERVICES

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFQ, all Contractors must complete this form as required below.

Contractors not meeting the definition of a SLEB (<http://acgov.org/auditor/sleb/overview.htm>) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractors with no employees of either entity working for the other. This form must be submitted for each business that Contractors will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Contractors are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, contractors will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments and the OCCR will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/index.htm>).

☒ **CONTRACTOR IS A CERTIFIED SLEB** (sign at bottom of page)

SLEB CONTRACTOR Business Name: Underwater Resources, Inc.

SLEB Certification #: 16-00068 SLEB Certification Expiration Date: 08/31/2019

NAICS Codes Included in Certification: 221310, 237110, 237990, and 541370

☐ **CONTRACTOR IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT ____% WITH THE SLEB(S) NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:** _____

(If proposed team will include more than one SLEB partner, copy this form and submit one form per SLEB partner.)

SLEB Subcontractor Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

SLEB Certification Status: ☐ Small / ☐ Emerging

NAICS Codes Included in Certification: _____

SLEB Subcontractor Principal Name: _____

SLEB Subcontractor Principal Signature: _____ Date: _____

Upon award, prime Contractor and all SLEB subcontractors that receive contracts as a result of this procurement process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Contractor Printed Name/Title: Chris Levesque / Operations Manager
Street Address: 866 Estabrook Street City: San Leandro State: CA Zip: 94577
Contractor Signature: [Signature] Date: 7/23/18

RFQ/P No. FLO2018266

Exhibit A

EXHIBIT B

PAYMENT TERMS

1. District 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:
 - On-Call Underwater Structures Maintenance Services as described in Exhibit A-1, Section C, and pursuant to the fee schedule attached as part of Exhibit A-2. The fee schedule shall remain constant throughout this Agreement, and shall not be adjusted for inflation, salary adjustments, cost changes, or any other reason.
2. Invoices will be reviewed for approval by the District.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$750,000 (250,000 per year) ("NTE"). This cost includes all taxes and all other charges. Total compensation due Contractor shall be the actual amount invoiced based upon the Contractor's billing, which may be less than the NTE amount. Reimbursable expenses are included in the NTE.
4. Upon award of this Agreement by District, District 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.
5. Upon notice to proceed from District, Contractor shall perform as requested in any on-call service task orders.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2017

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 Jordan Harrison Insurance Brokers, Inc. 315 Montgomery Street, Suite 900 San Francisco CA 94104	CONTACT NAME: Beverly Main PHONE (A/C No. Ext.): E-MAIL ADDRESS: bmain@jhbi.com FAX (A/C No.): INSURER(S) AFFORDING COVERAGE INSURER A: Starr Indemnity & Liability Co. NAIC # 38318 INSURER B: Diamond State Ins. Co. 42048 INSURER C: Great American Ins. Company of NY 22136 INSURER D: American Longshore Mutual Assoc. INSURER E: INSURER F:
INSURED Underwater Resources, Inc. 866 Estabrook Street San Leandro CA 94577	

COVERAGES **CERTIFICATE NUMBER:** 2017 GL/AL/WC/L&H **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		MASILSF00001617	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input checked="" type="checkbox"/> SHIP REPAIRER'S LEGAL LIABILITY						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	X		BAP0001276	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						Underinsured motorist \$ 1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	DED RETENTION \$						AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WC406765302 - CA State Act	9/1/2017	9/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D				ALMA01474.03 - USL&H	9/1/2017	9/1/2018	

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

As respects Job #1969, ADCPW Eden PS Temporary Repairs

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are added as Additional Insureds to the General Liability and Automobile Liability policies as per the terms and conditions expressed on the attached endorsements. This insurance is primary and non-contributory. Should it become necessary, notice of cancellation will be provided by Jordan Harrison Insurance Brokers, Inc. per the attached Provision for 30 Days Notice of Cancellation.

CERTIFICATE HOLDER percyi@acpwa.org County of Alameda Attn: Risk Management 1106 Madison St., Room 233 Oakland, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Connie Cabangis/CCC <i>Connie C. Cabangis</i>
--	--

ENDORSEMENT NO.: 5

EFFECTIVE: 12:01 A.M., SEPTEMBER 1, 2017.

ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00001617.

OF THE: STARR INDEMNITY & LIABILITY COMPANY.

ISSUED TO: UNDERWATER RESOURCES, INC.

SPECIAL CONDITIONS

1. COMMERCIAL UNMANNED DRONE OPERATION

In consideration of the premium and rates stipulated herein, it is understood and agreed that this Policy is extended to cover commercial unmanned drone operations within the "Coverage Territory" subject to the following:

- a) For the purpose of this insurance, the term "aircraft" as used in this Policy shall not include unmanned drones;
- b) Assured warrants and agrees that such drones shall only be operated by qualified and authorized employees of the Assured;
- c) Assured agrees to maintain a separate record of gross receipts derived from such operation and to report same and pay premium thereon at the agreed rate of 1.12% in accordance with the provisions of the PREMIUM AND REPORTING Clause of this Policy;
- d) This insurance does not cover any liability for loss of or damage to any drone that is leased, rented or loaned to the Assured;
- e) This insurance excludes any liabilities, costs, fines or penalties resulting from the Assured's violation or alleged violation of any local, state or federal laws regulating the use and/or operation of unmanned drones.

2. ACTION OVER/INDEMNITY BUYBACK

In consideration of the premium charged hereunder, it is understood and agreed that this policy, subject to all its terms, conditions, warranties, and limit of liability, is endorsed to indemnify the Assured for amounts for which it shall have become liable to pay and shall have paid on account of investigation, defense and indemnity as respects its responsibilities, if any, to third parties by virtue of defense and indemnity obligations assumed under written contract or agreement and arising from accidental death of or bodily or personal injury to or illness of any employee(s) of the Assured, except insofar as same may arise from occupational disease.

3. BLANKET ADDITIONAL ASSURED AND WAIVER OF SUBROGATION

It is agreed that to the extent that the Named Assured is obligated by written contract to name any person or organization as additional assureds hereunder, the Company agrees that such persons or organizations shall be considered as Additional Assureds but only with respect to operations performed by or on behalf of the Named Assured or to the facilities of or used by the Named Assured.

It is further agreed that the Company waives its right of subrogation against any person or organizations to whom the Named Assured is obligated by written contract to provide such waiver, but only to the extent of such obligation and only with respect to operations by or on behalf of the Named Assured or to the facilities of or used by the Named Assured.

4. PRIMARY AND NON-CONTRIBUTORY INSURANCE

It is understood and agreed that, when required by a written contract, the insurance afforded by this policy for the

benefit of an Additional Assured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Assured's operation; and any insurance maintained by the Additional Assured shall be non-contributing.

5. "IN REM" ENDORSEMENT

It is understood and agreed that a claim otherwise covered by the terms of this Insurance and brought "In Rem" shall be treated as a claim against the named Assured provided, however, nothing in this endorsement shall be construed as affording coverage to any interest other than the Named Assured.

6. INDEPENDENT AND/OR SUB-CONTRACTOR WARRANTY

It is warranted by the Named Assured that all independent and/or sub-contractors hired or contracted by the Assured shall be required to maintain valid and collectible General Liability insurance with limits of not less than \$1,000,000 per occurrence with Named Assured added as Additional Assured as respects work or services provided by said independent and/or sub-contractors.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.

SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

Form(s) and Endorsement(s) made a part of this policy at time of issue.

Underwater Resources, Inc.
BAP0001276

<u>Form #/Edition Date</u>	<u>Description</u>
JAA1010308	POLICY JACKET
DAD1000515	BUSINESS AUTO COVERAGE FORM DECLARATIONS
SAA1000898	SCHEDULE OF POLICY FORMS AND ENDORSEMENTS
NAA1050616	PRIVACY NOTICE
CA1900111	SCHEDULE OF COVERED AUTOS YOU OWN EXTENSION OF DECLARATIONS
ACORD52CA0707	CALIFORNIA FLEET INSURANCE IDENTIFICATION CARD
IL00030908	CALCULATION OF PREMIUM
IL00171198	COMMON POLICY CONDITIONS
IL00210908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
ILP0010104	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE TO POLICYHOLDERS
IL12011185_Surcharge	POLICY CHANGES
IL02700912	CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL
ILN1770912	CALIFORNIA PREMIUM REFUND DISCLOSURE NOTICE
ILN1191015	CALIFORNIA AUTO BODY REPAIR CONSUMER BILL OF RIGHTS
CA00011013	BUSINESS AUTO COVERAGE FORM
CA04441013	BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
CA23841013	EXCLUSION OF TERRORISM
CA99231013	RENTAL REIMBURSEMENT COVERAGE

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Ballee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

Jordan Harrison

INSURANCE BROKERS, INC.

500 Sansome Street, Suite 408
San Francisco, CA 94111
PH: (800) 699-5911 – FX: (415) 291-8335

Provision for 30 Days Notice of Cancellation:

It is hereby understood and agreed that in the event of cancellation, non-renewal or changes in coverage, Jordan Harrison Insurance Brokers, Inc. will advise certificate holder(s) of said change. Ten days notice of cancellation will be provided for non-payment of premium. It will not be the responsibility of the insurers listed on the certificate(s).

EXHIBIT D

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: Underwater Resources, Inc.

PRINCIPAL: Thomas R. Belcher TITLE: President/CEO

SIGNATURE: Thomas R. Belcher DATE: 7/23/18

EXHIBIT E

CONTRACT COMPLIANCE REPORTING REQUIREMENTS

District 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 District 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 District 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**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: Underwater Resources, Inc.PRINCIPAL: Thomas R. BelcherTITLE: President / CEOSIGNATURE: Thomas R. BelcherDATE: 7/23/18

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Underwater Resources Inc DEPT #: 270381

TITLE/SERVICE: Underwater structures maintenance services

DEPT. CONTACT: Percy Irving PHONE: 510-670-5509

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

1. Is the contractor a corporation or partnership? (X) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()
3. If the answer to BOTH questions is YES, provide the employer ID number here: 94-3149639
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()
4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

- | | | | |
|----|--|-----|-----|
| 1. | Is the contractor being hired for a period of time rather than for a specific project? | () | () |
| 2. | Will payment be based on a wage or salary (as opposed to a commission or lump sum)? | () | () |

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

- | | | | |
|----|---|-----|-----|
| 1. | Will the agreement be with an individual who does not have an outside practice? | () | () |
| 2. | Will the contractor work more than an average of ten hours per week? | () | () |

IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

- | | | | |
|----|--|-----|-----|
| 3. | Will the County provide more than 20% of the contractor's income? | () | () |
| 4. | If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO. | | |

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Thomas R. Belcher
Contractor Signature

THOMAS R. BELCHER
Printed Name

7/23/18
Date

John Ira Medlock Jr.
Agency/Department Head/Designee
Signature

John Ira Medlock Jr.
Printed Name

7/23/2018
Date