

## SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this \_\_\_\_\_ day of April, 2017, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and Hydromax USA, a Limited Liability Corporation, whose address is 11492 Bluegrass Parkway, Suite 106, (the "**Provider**"), in reference to the following:

### **RECITALS:**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: asset mapping and facility improvement services for the potable water infrastructure at the closed Naval Air Station ("Alameda Point"). City staff issued a Request for Proposal on December 5, 2016 and after a submittal period of 30 days received 2 submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for the Alameda Point Potable Water Infrastructure Asset Mapping, Cross Connection Identification and Improvement Program, upon the terms and conditions herein.

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

### **1. TERM:**

The term of this Agreement shall commence on the 1st day of April 2017, and shall terminate on the 31st day of March 2018, unless terminated earlier as set forth herein.

### **2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

### **3. COMPENSATION TO PROVIDER:**

- a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for the work under this Agreement is \$150,450, with a 10% contingency in the amount of \$15,045 **for a total not to exceed of \$165,495**. Use of contingency shall be for items outside the original scope and requires prior written authorization by the City.

**4. TIME IS OF THE ESSENCE:**

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

**5. STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any

and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

#### 10. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

#### A. **COVERAGE:**

Provider shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other



Property Damage:                   \$1,000,000 each occurrence  
  \$2,000,000 aggregate

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

(3)    Automotive:

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

Bodily injury:                   \$1,000,000 each occurrence  
Property Damage:               \$1,000,000 each occurrence

or

Combined Single Limit:       \$2,000,000 each occurrence

(4)    Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B.    SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C.    FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D.    ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other

insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

**11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

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

**13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

**14. PERMITS AND LICENSES:**

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

**15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

**16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda  
Public Works Department  
950 West Mall Square  
Alameda, CA 94501  
ATTENTION: Erin Smith, Acting Deputy Director of Public Works  
Ph: (510) 747-7938 / Fax: (510) 769-6030

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

Hydromax USA, LLC  
Administration  
344 Inderrieden Rd  
Chandler, IN, 47610  
ATTENTION: Jason Todd - Controller  
Ph: (812) 925-3930 / Fax: (812) 925-3911

**18. SAFETY:**

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.



b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**20. ATTORNEY'S FEES:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

**21. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.



**22. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**23. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**24. INTEGRATED CONTRACT:**

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

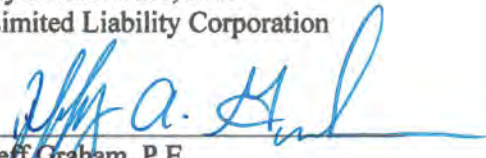
**25. CAPTIONS:**

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

*Signatures on next page*


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

Hydromax USA, LLC  
Limited Liability Corporation

  
Jeff Graham, P.E.  
President

CITY OF ALAMEDA  
A Municipal Corporation


\_\_\_\_\_  
Jill Keimach  
City Manager

  
Steve Lacy  
CEO

RECOMMENDED FOR APPROVAL

  
Liam Garland  
Acting Public Works Director

APPROVED AS TO FORM:  
City Attorney

  
for Janet Kern 3/22/17  
City Attorney

**City of Alameda California**  
**Asset Inventory, Mapping & Improvement Program – Alameda Point**

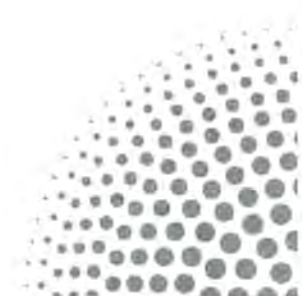
Prepared for Erin Smith

City of Alameda

950 West Mall Square

Alameda, CA 94501

January 4<sup>th</sup> 2017 2:00 PM



January 4th 2017

Erin Smith  
Public Works Coordinator  
City of Alameda California  
950 West Mall Square, Room 110  
Alameda, CA 94501

**RE: Asset Inventory, Mapping & Improvement Program – Alameda Point**

Erin and Team,

The City of Alameda desires to improve the knowledge base for water infrastructure connectivity and improve asset usability within Alameda Point, formerly the Alameda Naval Air Station. Since taking over the Alameda Point infrastructure from others, the City has determined that available mapping and asset location data is unavailable or inaccurate, and asset accessibility and reliability is below acceptable standards.

As the City seeks to transform the Point into a mixed-use neighborhood, reliable infrastructure data and usability of assets has become imperative. In addition, the remaining useful life of assets on the Point must exceed the time it will take to redevelop and renew the infrastructure on the Point – a long term project. As a result, the City has requested a complete asset inventory, mapping and improvement program for Alameda Point in order to improve asset mapping and asset usability, and restore high confidence for future operations for this area of the water system.

**Hydromax USA** understands the importance of asset information availability and accuracy for water operations. Assets must be locatable, usable and reliable in order to control and manage the system. Understanding the pipe network (materials, sizes, condition), and how it connects is critical to managing system pressures, flow, treatment residuals, and in planning shutdowns during the redevelopment phases of Alameda Point.

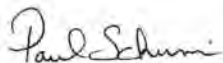
The enclosed Program approach will achieve every objective requested by the City of Alameda and includes five (5) tasks and is estimated to be a continuous 12-week program. The five tasks are: 1. Scope Development w/Desktop Assessment of Project by HUSA, 2. Inventory of Assets w/minor repairs by HUSA, 3. Repair of Assets by the City, 4. Mapping and Draft Model using existing GIS by HUSA, and 5. Testing and Validation of Connectivity by HUSA

**Hydromax USA** is a professional services firm specializing in data collection in support of locating and assessing the condition of the country's aging water, wastewater and natural gas conveyance systems. Our clients recognize that HUSA brings a unique ability to meet their needs for advanced data collection. We work from coast to coast covering the entire United States, without exception. Hydromax USA utilizes the largest array of technologies, within one company, to provide the broadest capability in the country to assess buried infrastructure.

Hydromax USA is committed to providing a world-class program for the City of Alameda and to become a trusted partner in your ongoing efforts to improve asset data and usability. Should you have any questions regarding the enclosed proposal, please do not hesitate to contact me directly at (812) 708-0590.

Thank you for your time and consideration,

Sincerely,



Paul Schumi  
Business Development Manager  
812.708.0590  
[paul.schumi@hydromaxusa.com](mailto:paul.schumi@hydromaxusa.com)

**Corporate Office and Data Center**  
11492 Bluegrass Parkway, Suite 106  
Louisville, KY 40299  
[www.hydromaxusa.com](http://www.hydromaxusa.com)

**INTRODUCTION**



## WELCOME TO HYDROMAX USA, A UNIQUE ORGANIZATION PROVIDING ESSENTIAL SERVICES FOR UTILITIES ACROSS AMERICA.

Our Solutions are designed to maximize the value of our customer's water products and services by optimizing water distribution system information availability, performance and reliability, minimizing delivery costs, controlling water loss, and enhancing water quality.

Our Team has performed infrastructure condition assessment and mapping programs that have evaluated and GPS mapped hundreds of thousands of water distribution system assets, helped clients recover millions of gallons in lost water, and provided information management services for improvement of system models and development of GIS integrated solutions for utilities across the United States. Our customers consider us a part of their team and appreciate our genuine sense of accountability in meeting their goals. No matter how large or small your needs are, our professionals are ready to exceed your expectations.

### SCOPE OF SERVICES

#### ASSET INVENTORY, MAPPING & IMPROVEMENT PROGRAM – ALAMEDA POINT

##### Overall Summary

The City of Alameda (hereinafter, "The City"), desires to initiate this Professional Services agreement for an Asset Inventory, Mapping and Improvement Program of Alameda Point which serves four primary purposes.

1. To locate, inventory, document, integrate and analyze location, operational and physical information of system assets (valves, hydrants, meters and pipeline) in the water distribution system of Alameda Point through professional services activities.
2. To evaluate and improve the operability of assets (valves and hydrants) in the water distribution system of Alameda Point through hands on field activities.
3. To identify leak locations and reduce water losses in the water distribution system by listening at each asset and documenting leaks on Alameda Point through hands on field activities.
4. To produce a validated mapping model of the water network in digital format usable by the City of the Alameda Point water network.

In addition, all data will be delivered to the City of Alameda's GIS group in a format compatible with the City's existing data schema. This agreement is for a 1 time program comprising approximately 12 work weeks and 49 estimated work days.

##### Program Description

The City of Alameda desires Hydromax USA to develop, plan and execute a program to locate, inventory, inspect, assess, operationally test (exercise, flow-test, flush), mark, line trace, perform minor repairs not requiring excavation, record mapping grade (sub-foot) GPS data, document attribute characteristics, create a deliverable database, create a draft network model (geometric design), and create work orders for water distribution system assets in the project area, including but not limited to: valves (inline, curb stops, blow offs, air release and any other valves as requested by the City), hydrants, meters, pipeline, cross connections, etc.. Hydromax USA will additionally assess pipeline by providing a leak survey in the project area listening on each asset and documenting leak sounds for follow-up pinpointing by others. The asset quantities for this project are to be estimated upon commitment to the length of the project and based on work flow and asset conditions. Additionally, Hydromax USA will analyze the results of the program and deliver a summary and final asset report to the City of Alameda.

## TASK 1: SCOPE DEVELOPMENT W/DESKTOP ASSESSMENT OF PROJECT

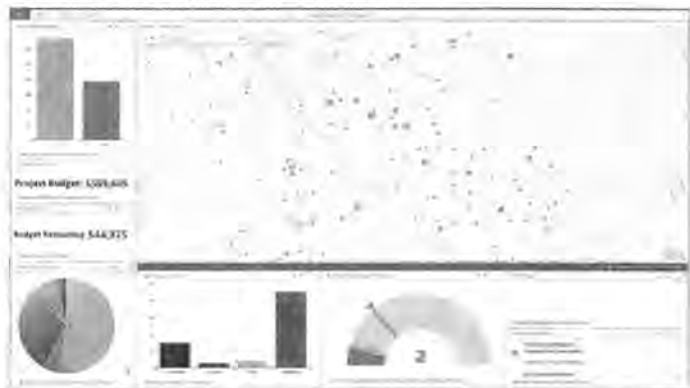
Hydromax USA has developed a scope (herein) by way of meetings with the City and other stakeholders and has conducted a partial desktop assessment of the project by way of files shared by the City and their Engineering advisors at Carlson, Barbee & Gibson, Inc.. As part of our program discovery we expect to request further data, conduct remote project meetings with Q&A in order to reach alignment with the City on the program scope prior to startup of field services. In our experience, this review will be revisited 2 weeks after project startup to address any field findings not anticipated or included in our initial discovery and scope alignment meetings. This ensures that the project stays on track and achieves every program objective.

### Project Scheduling / Project Reporting

After completion of Task 1, Hydromax USA will prepare a formal project schedule for review and approval by the City. Hydromax USA uses two primary methods to communicate project planning and project management. Project plans are formally prepared using MS Project and distributed to the project team for approval and coordination. If the project includes geographic assignments, the project schedule is updated to include this information for stakeholders inside and outside the Agency. Often this information is communicated to customer service to address customer questions regarding Hydromax staff field personnel performing assigned activities.

Hydromax utilizes our custom Operations Dashboard to provide client management real time access to field activity and program results. The dashboard will provide a vehicle for Hydromax to provide program metrics to the Agency on a daily basis and will form the foundation for monthly progress reporting. The City will be able to see detailed asset physical and operational condition as they are found by our field crews. The Operations Dashboard is a password protected and secure online portal that can be accessed by Client's via any online web browser.

Hydromax USA Operations Dashboard



## TASK 2: INVENTORY OF ASSETS W/MINOR REPAIRS

Hydromax USA will conduct field operations to inventory and provide minor repairs of water assets starting in the Northwest Section of Point Alameda, and omitting the "Site A" proposed redevelopment, and working continuously until program completion. Here are the scope details for field operations for Task 2:

### Locate Water Assets (Valves, Hydrants, Meters, Pipeline, Cross Connections)

The City of Alameda will provide a minimum of two copies of the most current water distribution maps for the project area. HUSA will locate all program water distribution assets using the following guidelines:

- Hydromax USA will search for all assets visually using the maps provided.
- Hydromax USA will search for water assets shown, but not identified by visual inspection, using a magnetic locator, probing rods and other tools.
- If the asset cannot be located after searching for fifteen minutes, it will be identified in the database as "Cannot Locate", documented as a work order, creating a mapping grade (sub-foot) GPS position at the location where searched.

Hydromax USA understands the importance of regulatory compliance for defined discharges and will implement best management practices (BMP's) that meets or exceed the requirements of the NPDES permit covered under the



CA State Water Resources Control Board's NPDES permit for defined discharges. Additionally, HUSA personnel will provide discharge notifications to the City as prescribed in NPDES permit Attachment E – Monitoring & Reporting, Sections IV and V, as they may apply to this program.

#### Identify Water Assets

Each water distribution asset record will be identified by its corresponding City of Alameda identification number. In cases where Asset ID's are not available (Found Assets), HUSA will create a temporary asset identification number that will be agreed with the City in advance of project startup.

#### Accessing Water Assets

##### Valves

The valve cover shall be removed by HUSA in order to access the valve. If, after attempting to remove the valve cover, it is clear that the cover is "stuck" the cover will be broken, the valve accessed and the cover replaced. Covers are to be provided by the City.

##### Hydrants

Hydromax USA is expected to clear obstructing plant growth (weeds, grass) from an area two feet surrounding the base of the fire hydrant prior to operating.

##### Meters

Hydromax USA will open all meter pits, or access meters in buildings by permission.

#### Cross Connections

Comparisons will be made between the field identified appurtenances/mainlines and the existing-mapping. Connections of the potable system with the fire system will be identified. Those connections without proper backflow preventions for the potable system will be identified as potential cross connections for removal by others.

#### Clean Out Valve Box

Hydromax USA will vacuum out debris or pump out water from the valve box in order to allow access to the valve operating nut and bonnet bolts where possible. In every case the operating nut must be exposed and clearly visible when the valve is tested. The City of Alameda will provide a location for discarding materials vacuumed out of the valve structures.

#### Inspection

Hydromax USA will execute a visual inspection of the asset from above ground and document attribute data prior to operation of the asset and by agreement of the City of the data to be collected for each asset.

#### Operational Testing

Hydromax USA will operate all assets such as valves and hydrants by fully exercising, flushing, flow testing and performing minor repairs while documenting condition data and location information. Data is to be documented by pre-approved attribute list and combined with mapping grade (sub foot) GPS data. Due to the potential condition or deterioration of assets that may or may not have been maintained, Hydromax USA will not be held liable for any assets that fail or break or the consequences of such failures during the operating process due to pre-existing conditions. Any assets that fail or break during operation will be repaired or replaced by others.

#### Found Assets

Hydromax USA will document all assets not found on maps and fully operationally test and document these assets including GPS coordinate data. The naming convention will be agreed with the City in advance of field operations.

### Specific Fire Hydrant Testing

Hydromax USA will mechanically test; pressure test and flow test each fire hydrant. The mechanical inspection includes removing, greasing and re-affixing all caps, slowly opening and bleeding the air out of the fire hydrant pressurizing the barrel at full system pressure and documenting discrepancies. The mechanical inspection also includes performance of all valve activities (as noted in other sections of this scope) on the hydrant isolation valve. Isolation valves will be given a unique identifier that ties them to the hydrant they control.

The pressure test will be conducted with the fire hydrant charged at full system pressure and any leakage will be documented and the static pressure recorded. The flow test will be conducted by opening the cap, affixing a diffuser, slowly opening the fire hydrant to the full open position observing velocity pressure (pitot pressure) and residual pressure on a single hydrant. All expelled water will be dechlorinated while flushing and flow testing.

At the completion of flushing and flow testing, the fire hydrant will continue to be flowed until the water becomes clear. At this time the fire hydrant will be slowly closed, drainage of the fire hydrant will be observed, caps will be re-affixed and the area returned to original condition.

### Asset Maintenance

#### Valves

Hydromax USA will exercise each valve a minimum of two full cycles (from open to shut to open) and continue until operating torque stabilizes without measurable decreases and valve turn count stabilizes without measurable increases. Valve exercising begins at the lowest operational torque and only increased up to the maximum torque by manufacturer specs if necessary and torque will be documented whenever possible. Torque limits, operating procedures and valve equipment utilization for each size and type of valve will be agreed with the City prior to project startup.

#### Hydrants

Hydromax USA will perform routine fire hydrant maintenance as part of the testing procedures and will include: basic lubrication of nozzles, reservoirs are to be filled and zerts replaced if needed. Lubricants used shall comply with manufacturer's standards. Any necessary materials and parts for routine hydrant maintenance will be provided by the City.

#### Other Asset Considerations:

1. Frozen Valves: HUSA crews will work to free frozen valves in concert with the City Engineer presiding
2. Out of Position Valves: City Engineer will be notified immediately and asset put into proper position as directed by City Engineer
3. Valve Marking: Valve lid covers will be marked with blue marking paint after inspection

#### Minor Asset Repairs

Hydromax USA will complete minor repairs as they are encountered in this program as requested by the City of Alameda. Minor repairs are defined as repairs that can return an asset to full operability and does not require excavation or breaking the pressure barrier of the water system. While many different repairs may be necessary in order to restore full operability, Hydromax USA is to only complete the minor repairs noted below, or as requested by the City.

#### Minor Valve Repairs

1. Raise valve boxes in asphalt or concrete



Locate the paved over valve, small cut the asphalt/concrete, jackhammer down to the cover, apply a riser to raise to street level, backfill with compacted material and patch with asphalt (cold) patch or concrete mix material as needed. Materials will be provided by the City.

2. Raise valve boxes in dirt, sand, grass or gravel

Locate the buried valve, dig down to the cover, apply a riser to raise to ground level, backfill with compacted soil. Materials will be provided by the City.

3. Re-aligning valve boxes in dirt, sand, grass or gravel

Locate the misaligned valve and re-adjust misaligned valve boxes to make the valve operable by digging in dirt, grass, sand or gravel up to 24" in depth and re-adjust or replace the valve box as necessary, and backfill with compacted soil or material. Materials are to be provided by the City.

#### Fire Hydrant Repairs and Part Replacement

1. Minor Hydrant repairs to include: replacement of nozzles, replace nozzle o-rings or gaskets, rework of operating nut, replace any missing or damaged outlet caps, replacement of bonnet bolts, replacement of corroded or missing nuts and bolts, grease top stem nut or outlet threads. Minor hydrant repair is dependent on parts availability. All materials/parts will be provided by the City.
2. Major Hydrant Repairs to include: bonnet removal, replacement of break-away assembly on traffic model hydrants, barrel extensions required, barrel height adjustments, installation of safety flange, rework of operating stems, straighten/realignment of fire hydrant, replacement of all gaskets and all necessary internal parts to restore hydrant to service. Major hydrant repair is dependent on parts availability. All materials/parts will be provided by the City.

#### Leak Detection Survey of Pipelines

Hydromax USA will conduct leak survey analysis by listening to each asset utilizing specialized acoustic leak listening equipment. Listening for leak sounds and documenting a yes, no or maybe at each asset for later analysis and correlation (pinpointing), to be performed by others, will capture pipeline condition information and mitigate water loss. Documentation of leak sound observations will be recorded in the project database and reported to City correlation crews for resolution.

#### Line Tracing of Pipelines

Hydromax USA will conduct line tracing of pipelines and testing of connections as needed using specialized line tracing technology when possible to ascertain line position and complete water network data gaps not determined by visual inspection, current mapping, and position of appurtenances.

### TASK 3: REPAIR OF ASSETS BY THE CITY

Hydromax USA will deliver to the City work orders for all non-functional assets as a result of the Inventory and Assessment activities in Task 2. Not all assets will require immediate repair. However, all asset repairs will be prioritized by type and project priority. Assets needed to complete the program, or that create high risks in the water system will be clearly marked in the work order database. The City will be required to complete all project repairs within a specified timeframe so that the program can be completed on time. Project repairs will be delivered to the City on a bi-weekly basis for immediate resolution rather than all at the end of the Inventory phase of Task 2.



### TASK 4: MAPPING AND DRAFT MODEL (GEOMETRIC DESIGN)

Hydromax USA will document each asset including GPS mapping (sub foot) data and use all available information to create a draft model map of the water network using existing GIS data from the City and incorporating asset location information captured in Task 2 and to be validated in Task 5. Here are the specific details of Task 4:

#### Information Management Approaches

The data captured during this program will be one of the factors utilized in risk and CIP prioritization models, as well as utilized to create a draft map of the water network using existing GIS data from the City. The critical aspects to this project are field collection and data management between the field crews and Hydromax and the replication of collected data between Hydromax and the City. To assure smooth, low impact, data deliverables Hydromax USA will hold 'GIS data alignment meeting(s)' to obtain and review the current water database structure, also known as 'data-model'. This review will focus on Hydromax's internal data workflow processes and identifying possible data-model revision recommendations for the City to consider prior to the beginning of field operations.

#### Data Deliverables Format

Hydromax is flexible regarding project data deliverables and will work with the City to determine the most efficient delivery format. These proven GIS data deliverables can range from simple Personal Geodatabase, ArcSDE to XML exports, to ArcSDE versioned database replication:

- Personal Geodatabase deliverables provide a simple, single file, format of GIS data that can be reviewed in ArcMap prior to migrating this data into the City's enterprise GIS. Manual or Model-builder geoprocessing tools can then be employed to append deliverable data in the City's enterprise GIS.
- ArcSDE to XML export creates a small foot-print file that retains SDE (Spatial Database engine) properties. This file would need to be 'Imported' into a staging SDE geodatabase for review in ArcMap prior to migrating this data into the City's enterprise GIS. Manual or Model-builder geoprocessing tools can then be employed to append deliverable data in the City's enterprise GIS.
- ArcSDE Versioned Database Replication provides a more direct connection between the City's enterprise GIS and Hydromax's GIS. Two-way replication has been used by Hydromax's programs to ensure that control of information is maintained between the client and Hydromax. Using this process the City would provide the initial source data in xml to be imported into an ArcSDE database.

#### Information Integration into CMMS

Hydromax USA will work with the City to properly plan for the capture and assimilation of water asset information into the organization's CMMS Enterprise Solution. Specific standards, protocols, and techniques will be discussed and agreed upon by the City and Hydromax upon contract execution. These agreements will be based upon the technical and programmatic requirements of the City to ensure 100% compliance with existing standards and desired outcomes. Hydromax will work with the City to properly model the data definitions for field collection, the ESRI geodatabase, and the City's CMMS System.



#### Minimum Data Deliverable Quality Assurance & Quality Control

Hydromax USA's Quality Assurance Program is a formal methodology designed to assess and continually monitor the quality of services provided to ensure the services are within specifications of the contract scope. Our quality assurance includes formal review of processed and data, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken.

Quality Control involves defining the standard means and methods that data will be captured and then reviewed for accuracy. This includes automated tests for adherence to domain values, maintaining integrity of database schemas, and validating data based on best practices established by Hydromax for field inspections of water features. Hydromax will perform these tests as a combination of programmatic geoprocessing tools and manual review prior to submission to the City.

Data delivered from the field is processed through Hydromax' standardized QA/QC ModelBuilder scripts to evaluate data against established HUSA program queries for asset data discrepancies. All data that is identified as exception data is reviewed by the program Operations Manager and reported to the Data Auditor prior to being released to the field for correction. Reflective of our commitment to data accuracy, Hydromax USA employs a dedicated Data Auditor to support our Project Managers and GIS analysts.

#### Hydromax auditing services include:

- Hydromax USA shall randomly select a percentage of each month's field production, and the work performed during this period will have coordinate points re-collected by our field team and reviewed by the Data Auditor to ensure compliance with our standards for GPS accuracy.
- If the work is greater than or equal to 98% accurate, no further additional auditing will be required for the month. If the work is less than 98% accurate, Hydromax shall correct any known discrepancies in the work and have the work re-audited by the data auditor once the issues are resolved.
- Hydromax will perform this QA/QC analysis on all data recorded before the data is submitted to the client.
- Hydromax will also review, prior to each submission, the accuracy of the billing.
- All non-conforming audit findings will be documented with Corrective Action Requests as appropriate.

#### Documentation

Documentation data will be collected on each distribution asset and will be agreed upon with the City in advance of work start up. Data documentation will include, at a minimum:

- Location data - Mapping grade GPS coordinate data parameters as noted in the GPS mapping section.
- Discrepancies - Details on discrepancies so that a work order (as described below) can be concisely created.

#### Hydrant: Physical Data (example)

- A Unique Identification Number
- Date of Operation
- Fire Hydrant source main size
- Fire Hydrant Manufacturer
- Fire Hydrant Year
- Boolean indicting whether drained
- Boolean indicating whether operated Close Direction
- Number of Turns
- Fire Hydrant Condition (operable/inoperable)

- Boolean indicating whether adequate flow observed
- Address information submitted will conform to NENA standards

Valve: Physical data (example)

- Unique identification number
- Map or grid number
- Valve size
- Type of valve
- Use of valve
- Valve structure
- Depth of valve operating nut
- Date of operation
- Number of turns
- Close direction
- Valve discrepancies
- Box/vault discrepancies
- Boolean indicating whether vacuumed/pumped

Deliverable Database – Assets and Inventory Feature Classes

Hydromax USA will provide applicable asset data in a spatially accurate format compliant with the Agency's existing data structure in a format that will fully integrate into ESRI systems. Before field operations commence, a meeting to be attended by HUSA and the City will be held to reach alignment on specific data schemas to be employed. It is at this juncture that HUSA and the City will reach agreement on which specific features will be collected, the format this feature data will conform to, and the final resting place for all collected information within the City of Alameda data infrastructure so that it can be appropriately mapped and accessed by the City staff.

Asset Work Order Data

HUSA will create a report documenting repairs completed in order to bring the assets in the system up to 100% operability. All repairs must be approved by the City prior to execution. All repairs not completed will be turned over to the City for execution in a prioritized plan agreed with the City in advance of project start-up.

Water Network Mapping

Hydromax USA will provide a map model of the water network on Alameda Point using the City's existing GIS data and deliver it in an ESRI platform GIS product. All network pipeline will be referenced to existing appurtenance points and validated when possible in Task 5.



**TASK 5: TESTING AND VALIDATION OF CONNECTIVITY**

Hydromax USA will conduct field testing and validation of network connectivity by way of test shutdowns with fire hydrant flow testing. Running these testing protocols to confirm connection by closing available appurtenances while flowing hydrants will provide the necessary confidence in our mapping data. These test shuts will be temporary in nature and will not impact normal water operations or delivery. The validation will assist the mapping project by confirming the



connectivity of cross connections and interconnects wherever possible. These activities may require coordination with City crews and East Bay Municipal City District Personnel and any other owners of adjacent pipeline that may interconnect with the Alameda Point water network. All test shutdowns will be pre-approved by the City Engineer before testing commences. The shutdown and testing plans will be designed by the HUSA mapping team, approved by the City, and executed by HUSA field personnel in coordination with stakeholders.

## APPENDIX A: VALVE TECHNICAL SPECIFICATIONS

## Valve Maintenance Activities 4" And Smaller Gate Valves

- Special care will be taken for valves in this size range. Unless directed otherwise, all valves, 6" and smaller will be manually operated to avoid damage.
- Locate valve, properly position valve operator for minimum interference with vehicular and/or pedestrian traffic.
- Establish and set up M.O.T. as appropriate. Remove valve box lid and clean out valve box to access valve.
- Verify location, size and operational direction (left or right) of valve by cross reference of supplied water atlas.
- Valves of this size (especially 2" and 3") may be located at the "dead end" of a water main. If this is the case, follow protocol established as opening may create a washout.
- Attempt to identify the type of valve. Older valves, (especially in the 2" to 3" range) may be bronze disc "plumbing" style valves such as NIBCO or bronze ball valves of the "corporation stop" style. In either case, neither will have the standard operating nut and a pronged or slotted valve wrench will need to be employed.
- Carefully work the valve from open to closed, to back open position until the appropriate number of turns is achieved.
- Carefully operate the valve through a minimum of (2) full cycles leaving valve in full open position, unless directed otherwise.

## 6" To 12" Gate Valves

- Locate valve then properly position valve operator for minimum interference with vehicular and/or pedestrian traffic.
- Establish and set up M.O.T. as appropriate. Remove valve box lid and/or open valve vault hatch covers. Clean out valve box and/or vault to access valve.
- Verify location, size and operational direction (left or right) of valve by cross reference of supplied water atlas.
- Work the valve from open to closed, to back open position until the minimum torque limit or appropriate number of turns is achieved. If torque limit is reached prior to obtaining the appropriate number of turns, continue to "massage" the valve by repeating the process and slowly increasing the torque limit up to, but not exceeding the maximum torque limit, until the appropriate number of turns are obtained.
- Operate the valve through a minimum of (2) full cycles leaving valve in full open position, unless directed otherwise.

Actual experience in operating 16-inch and larger geared valves is far scarcer in the industry than the experience of having operated buried service valves that do not entail complex and extremely old gearing. Hydromax will approach the exercising of large geared valves with an engineered protocol:

## 16" And Larger Gate Vales That Are Not Geared.

- Locate main line valve (and by-pass valve, if applicable) then properly position valve operator for minimum interference with vehicular and/or pedestrian traffic.
- Establish and set up M.O.T. as appropriate. Remove valve box lid and/or open valve vault hatch covers. Clean out valve box and/or vault to access valve.
- Verify location, size and operational direction (left or right) of main line valve (and by-pass valve, if applicable) by cross reference of supplied water atlas.
- Identify size and type of main line valve (and by-pass valve, if applicable) and determine if valve is geared or not. If possible, determine manufacturer of valve. Cross reference the manufacturers specifications for minimum and maximum torque and the number of turns from full open to full closed for both the by-pass valve (if applicable) and main valve.
- Set the hydraulic valve operator for desired minimum torque and appropriate number of turns (for by-pass valve first, if applicable).
- Work valve from open to close position until the minimum torque limit or appropriate number of turns is achieved. If torque limit is reached prior to obtaining the appropriate number of turns, continue to "massage" the valve by repeating the process and slowly increasing the torque limit up to, but not exceeding the maximum torque limit, until the appropriate number of turns are obtained.
- Operate both the main line valve (and by-pass valve, if applicable) through a minimum of (2) full cycles leaving valve in full open position, unless directed otherwise by Water Department.



### 16" And Larger Geared Valves

- Locate main line valve (and by-pass valve, if applicable) then properly position valve operator for minimum interference with vehicular and/or pedestrian traffic.
- Establish and set up M.O.T. as appropriate. Remove valve box lid and/or open valve vault hatch covers. Clean out valve box and/or vault to access valve.
- Verify location, size and operational direction (left or right) of main line valve (and by-pass valve, if applicable) by cross reference of supplied water atlas.
- Identify size and type of main line valve (and by-pass valve, if applicable) and determine if valve is geared or not. If possible, determine manufacturer of valve.
- Cross reference the manufacturers specifications for minimum and maximum torque and the number of turns from full open to full closed for both the by-pass valve (if applicable) and main valve.
- If valve is found to be geared, activate gear reduction mode on hydraulic valve operator and enter desired torque range.
- Set the hydraulic valve operator for desired minimum torque and appropriate number of turns.
- Work valve from open to close position until the minimum torque limit or appropriate number of turns is achieved. If torque limit is reached prior to obtaining the appropriate number of turns, continue to "massage" the valve by repeating the process and slowly increasing the torque limit up to, but not exceeding the maximum torque limit until the appropriate number of turns are obtained.
- Operate valve through a minimum of (2) full cycles leaving valve in full open position, unless directed otherwise by Water Department.

### Butterfly Valves of Various Sizes

- Locate valve, properly position valve operator for minimum interference with vehicular and/or pedestrian traffic.
- Establish and set up M.O.T. as appropriate. Remove valve box lid and/or open valve vault hatch covers. Clean out valve box and/or vault to access valve.
- Verify location, size and operational direction (left or right) of valve by cross reference of supplied water atlas.
- Attempt to determine manufacturer of valve. Cross reference the manufacturers specifications for torque and actuator requirements and the number of turns from full open to full closed position.
- Keeping in mind that this is a butterfly valve and not a gate valve, set the hydraulic valve operator for desired minimum torque and appropriate number of turns.
- After verifying the operational direction of valve, work valve from open to close position until the minimum torque limit or appropriate number of turns is achieved. If torque limit is reached prior to obtaining the appropriate number of turns, continue to "massage" the valve by repeating the process and slowly increasing the torque limit up to, but not exceeding the maximum torques. If valve is determined to be "stuck" between the open and closed position, notify City for permission to access actuator. If permission is granted, access the actuator and check for jamming. If nothing is found, the interference is likely in the valve. If this is the case,
- Do not attempt to force the disc open or closed since excessive torque in this situation can severely damage internal valve and/or actuator components.
- Once it is established that butterfly valve is operational, cycle the valve through (2) full cycles leaving valve in full open position, unless directed otherwise.

### Controlling Torque Using Hydraulic Valve Turning Device

The torque is automatically monitored and controlled by the hydraulic valve operator once our technician pre-sets the desired torque limit and activates the automatic mode. The technician will then closely monitor the torque range while the valve operator is turning to insure that mechanical failure does not inadvertently impact the valve being turned.

### Valves Found in the Wrong Position

If a valve is found in the wrong (closed) position, our technician will immediately contact the Water Department and inform them of the situation. If instructed to leave closed, our technician will document all appropriate data and proceed to the next valve. If instructed to operate valve to full open position, our technician will proceed as appropriate for the type of valve encountered.

### Torque Limits for Each Valve

The following information is compiled from AWWA references and various resilient wedge, double disc and butterfly valve manufacturer specifications. Specific manufacturer requirements will supersede below information if applicable.

- (4" through 12" valves have an opening torque that is approximately 30% of the closing torque)
- (14" through 60" valves have an opening torque that is equal to or less than the closing torque during normal operation)
- 6" non-geared resilient wedge (RW) or double disc gate valve -50 to 110 ft #
- 6" bevel geared RW or DD gate valve - 30 to 64.7 ft # (Rotork) or 25 to 56.3 ft # (MasterGear)
- 6" spur geared RW or DD gate valve- 30 to 60.1 ft # (Rotork)
- 8" non-geared RW or DD gate valve- 75 to 150 ft #
- 8" bevel geared RW or DD gate valve - 45 to 88.2 ft # (Rotork) or 40 to 76.7 ft # (MasterGear)
- 8" spur geared RW or DD gate valve- 40 to 82 ft # (Rotork)
- 10" non-geared RW or DD gate valve-90 to 185 ft #
- 10" bevel geared RW or DD gate valve- 50 to 108.8 ft # (Rotork) or 45 to 94.6 ft # (MasterGear)
- 10" spur geared RW or DD gate valve - 50 to 101 ft # (Rotork)
- 12" non-geared RW or DD gate valve - 100 to 225 ft #
- 12" spur geared RW or DD gate valve - 60 to 123 ft # (Rotork)
- 14" non-geared RW or DD gate valve - 110 to 225 ft #
- 14" bevel geared RW or DD gate valve - 30 to 75 ft # (Rotork) or 25 to 58.8 ft # (MasterGear)
- 14" spur geared RW or DD gate valve - 25 to 61 ft # (Rotork 4.1:1), or 55 to 117.9 ft # (Rotork 2.12:1)
- 16" non-geared RW or DD gate valve - 110 to 225 ft #
- 16" bevel geared RW or DD gate valve - 130 to 161.8 ft # (Rotork 2:1), 45 to 91.7 ft # (Rotork 4:1) or 35 to 71.9 ft # (MasterGear)
- 16" spur geared RW or DD gate valve - 30 to 61 ft # (Rotork 4.1:1), or 55 to 117.9 ft # (Rotork 2.12:1)
- 18" non-geared RW or DD gate valve - 110 to 225 ft #
- 18" bevel geared RW or DD gate valve -80 to 161.8 ft # (Rotork 2:1), 90 to 91.7 ft # (Rotork 4:1) or 35 to 71.9 ft # (MasterGear 4.5:1)
- 18" spur geared RW or DD gate valve- 35 to 74.5 ft # (Rotork 4.1:1), or 70 to 144.1 ft # (Rotork 2.12:1)
- 20" non-geared RW or DD gate valve- 100 - 300 ft #
- 20" bevel geared RW or DD gate valve - 65 to 176.5 ft # (Rotork 2:1), 50 to 100 ft # (Rotork 4:1) or 35 to 78.4 ft # (MasterGear 4.5:1)
- 20" spur geared RW or DD gate valve - 40 to 81.3 ft # (Rotork 4.1:1), or 75 to 157.2 ft # (Rotork 2.12:1)
- 20" butterfly valve - 100 to 300 ft #
- 24" non-geared RW or DD gate valve - 160 to 325 ft #
- 24" bevel geared RW or DD gate valve - 60 to 127.5 ft # (Rotork 3:1)
- 24" spur geared RW or DD gate valve- 40 to 88.1 ft # (Rotork 4.1:1), or 60 to 120.4 ft # (Rotork 3:1)
- 24" butterfly valve - 100 to 300 ft #
- 30" non-geared RW or DD gate valve -150 to 450 ft #
- 30" bevel geared RW or DD gate valve - 80 to 176.5 ft # (Rotork 3:1), 65 to 132.4 ft # (Rotork 4:1) or 60 to 125 ft # (Limitorque 4:1)
- 30" spur geared RW or DD gate valve - 60 to 127.8 ft # (Rotork 4:1), or 80 to 166.7 ft # (Rotork 3:1)
- 30" butterfly valve -100 to 300 ft #
- 36" non-geared RW or DD gate valve-200 to 550 ft #
- 36" bevel geared RW or DD gate valve - 80 to 161.8 ft # (Rotork 4:1) or 75 to 152.8 ft # (Limitorque 4:1)
- 36" spur geared RW or DD gate valve - 75 to 156.3 ft # (Rotork 4:1) +
- 36" butterfly valve - 100 to 300 ft #
- 42" non-geared RW or DD gate valve-200 to 700 ft #
- 42" bevel geared RW or DD gate valve - 100 to 205.9 ft # (Rotork 4:1) or 90 to 194.4 ft # (Limitorque 4:1)
- 42" spur geared RW or DD gate valve - 90 to 198.9 ft # (Rotork 4:1) +
- 42" butterfly valve - 100 to 300 ft #
- 48" non-geared RW or DD gate valve - 300 to 800 ft #
- 48" bevel geared RW or DD gate valve - 115 to 235.3 ft # (Rotork 4:1) or 110 to 222.2 ft # (Limitorque 4:1)
- 48" spur geared RW or DD gate valve - 110 to 227.3 ft # (Rotork 4:1)
- 48" butterfly valve - 100 to 300 ft #
- 54" non-geared RW or DD gate valve - 300 to 850 ft #
- 54" bevel geared RW or DD gate valve - 120 to 240 ft #
- 54" spur geared RW or DD gate valve- 110 to 227 ft #



- 54" butterfly valve - 100 to 300 ft #
- 60" non-geared RW or DD gate valve- 350to900 ft #
- 60" bevel geared double disc valve - 125to 250 ft #
- 60" butterfly valve - 100 - 300 ft #

Hydromax adheres to strict guidelines for the operation and exercising of valves as indicated in the torque limit chart provided within these technical specifications. At no time will HUSA exceed the suggested maximum torque limits without authorization from the City thereby releasing Hydromax USA from obligations that exceed the published torque specifications. HUSA is aware that exceeding the maximum torque may release pressure and increase operability but will not proceed beyond the recommended torque specification without authorization and witnesses from the City to verify the operational ability and possibility of operation beyond the specified limits.

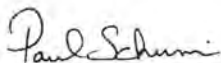
## PRICING SUMMARY

The pricing agreement below is for an estimated 12 week (with 49 field work days) asset inventory, mapping and improvement program. Our level of effort is estimated based on asset counts provided by the firm, Carlson, Barbee & Gibson, Inc., (approximately 207,000 LF of water main and 208 fire hydrants). All pricing below is on a lump sum and/or per each basis and is for a sole source agreement between Hydromax USA and the City of Alameda.

ITEM #	ESTIMATED ANNUAL QUANTITY (A)	UNIT	DESCRIPTION OF SERVICE	UNIT PRICE (\$) (B)	TOTAL ITEM PRICE (\$) (C) = (A) x (B)
1	49	DAY	ASSET INVENTORY, IMPROVEMENT & VALIDATION SERVICES	\$ 2,475	\$ 121,275
2	1	EACH	MOBILIZATION	\$ 2,100	\$ 2,100
3	3	EACH	MONTHLY PROJECT ADMINISTRATION	\$ 500	\$ 1,500
4	1	EACH	MAPPING / INFORMATION MANAGEMENT / DELIVERABLES	\$ 17,875	\$ 17,875
5	12	EACH	LEAK CORRELATION	\$ 425	\$ 5,100
6	1	EACH	LEAK SPECIALIST MOBILIZATION	\$ 1,200	\$ 1,200
7	100	EACH	LOCATE AND DOCUMENT (GPS) SERVICE CONNECTIONS AND BACKFLOW DEVICES	\$ 14	\$ 1,400
TOTAL:					\$ 150,450

## PAYMENT TERMS

- The City of Alameda shall issue a purchase order for 100% of the program cost and HUSA will bill monthly until completion of the program.
- This commercial proposal is valid for 90 days from date of issuance. Any extension of time must be agreed to in writing by Hydromax USA LLC.



Paul Schumi  
Business Development Manager





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2017

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 Torian Hofmann and Dillow Insurance 3000 Division Street  Evansville IN 47711  INSURED Hydromax USA LLC 344 Inderrieden Road  Chandler IN 47610	CONTACT NAME: Cindy Spurlock PHONE (A/C, No, Ext): (812) 424-5503 FAX (A/C, No): (812) 424-9016 E-MAIL ADDRESS: cindy@thdfins.com  INSURER(S) AFFORDING COVERAGE INSURER A: The Charter Oak Fire Insurance Co. NAIC # 25615 INSURER B: Underwriters @ Lloyd London INSURER C: Cincinnati Insurance Company INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: Master 2017-2018 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> A/I PER CONTRACT <input checked="" type="checkbox"/> WAIVER OF SUBROGATION GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X Y	DT CO 5G068086 TCT 17  PRIMARY-NON/CONTRIBUTORY	1/4/2017	1/4/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Employment Practices Liab Ins \$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> A/I per contract <input checked="" type="checkbox"/> WOS	X Y	B105G068086  PRIMARY-NON/CONTRIBUTORY	1/4/2017	1/4/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	FOLLOW FORM  CUP5G068086	1/4/2017	1/4/2018	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	ALL STATES EXCEPT ...  DTJ UB 5G068086 17	1/4/2017	1/4/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY		B0621PFD011017	1/10/2017	1/10/2018	Ea Claim/Aggregate \$1,000,000
C	EQUIPMENT \$5,000 DED		ENP0366541	1/4/2017	1/4/2018	RENTED/LEASED \$250,000

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

The City of Alameda, it City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured. It is understood that insurance is on a primary and non-contributory basis. It is agreed that except with respect to the limit of insurance, this coverage shall apply as if each add'l insured were the onle insured and separately to each insured against whom claim is made or suit is brought. Waiver of subrogations in favor of the certificate holder. 30 day notice of cancellation to be given

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Public Works Department Alameda Point, Building 1 950 West Mall Square Room 110 Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Randall Albin/CLS
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS XTEND ENDORSEMENT

CITY OF ALAMEDA

Risk Management

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

*[Signature]* Date **3-22-17**  
 Lucretia Akil, City Risk Manager

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <p>A. Aircraft Chartered With Pilot</p> <p>B. Damage To Premises Rented To You</p> <p>C. Increased Supplementary Payments</p> <p>D. Incidental Medical Malpractice</p> <p>E. Who Is An Insured – Newly Acquired Or Formed Organizations</p> <p>F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries</p> <p>G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</p> | <p>H. Blanket Additional Insured – Lessors Of Leased Equipment</p> <p>I. Blanket Additional Insured – States Or Political Subdivisions – Permits</p> <p>J. Knowledge And Notice Of Occurrence Or Offense</p> <p>K. Unintentional Omission</p> <p>L. Blanket Waiver Of Subrogation <i>[initials]</i></p> <p>M. Amended Bodily Injury Definition</p> <p>N. Contractual Liability – Railroads</p> |
|---|--|

### PROVISIONS

#### A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

#### B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

### INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted

**C. INCREASED SUPPLEMENTARY PAYMENTS**

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**D. INCIDENTAL MEDICAL MALPRACTICE**

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

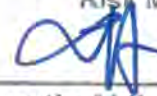
The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.







Date

3-22-17

Lucretia Akil, City Risk Manager

## COMMERCIAL GENERAL LIABILITY

**G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required



3-22-11

Lucretia Akil, City Risk Manager

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

#### J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

#### K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

#### L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## BLANKET ADDITIONAL INSURED (CONTRACTORS)

CITY OF ALAMEDA  
Risk Management  
Date 3-22-17  
Lucretia Akil, City Risk Manager

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

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
  - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

### 5. The following definition is added to SECTION V - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

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

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| A. BROAD FORM NAMED INSURED                                  | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT  |
| B. BLANKET ADDITIONAL INSURED                                | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO                                       | J. PERSONAL EFFECTS  |
| D. EMPLOYEES AS INSURED                                      | K. AIRBAGS   |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS                 | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS                    |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION                               |
| G. WAIVER OF DEDUCTIBLE – GLASS                              | N. UNINTENTIONAL ERRORS OR OMISSIONS                           |

### PROVISIONS

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.



## COMMERCIAL AUTO

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL EFFECTS**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Personal Effects**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### **K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.





WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) -01

POLICY NUMBER: (DTJUB-5G06808-6-17)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)


This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS  
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO  
FURNISH THIS WAIVER.

CITY OF ALAMEDA  
Risk Management  
 Date 3-22-17  
Lucretia Akil, City Risk Manager

DATE OF ISSUE: 01-25-17

ST ASSIGN: