



City of Palo Alto

City Council Staff Report

(ID # 8235)

Report Type: Consent Calendar

Meeting Date: 6/27/2017

Summary Title: RWQCP Installation and Supply of Anthracite and Sand for the Dual Media Filter Project

Title: Approval of Contract No. C17168057 with Carbon Activated Corporation in the Total Amount of \$105,809 for the Installation and Supply of Anthracite and Sand for the Dual Media Filter Project at the Regional Water Quality Control Plant, and Authorization for the City Manager to Negotiate and Execute Related Change Orders Not-to-Exceed \$9,619 in Total Value

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council:

1. Approve and authorize the City Manager or his designee to execute the contract with Carbon Activated Corporation (Attachment A) in an amount not to exceed \$96,190 for the installation and supply of anthracite and sand in the Dual Media Filters at the Regional Water Quality Control Plant; and
2. Approve and authorize the City Manager or his designee to negotiate and execute one or more change orders to the contract with Carbon Activated Corporation for related additional, but unforeseen work that may develop during the project, the total value of which shall not exceed \$9,619.

Background

The filters were put into operation in 1980 for the final polishing and filtration of wastewater prior to discharge. The filters consist of four layers of gravel and two layers of filter media (sand and anthracite). Filters are routinely inspected; supplemental media is added as needed due to media deterioration as well as

media loss. A complete media and gravel change-out was performed in 2003. A recent filter media inspection indicated loss of anthracite and sand depths, consistent with recent decreased filter run times. This project is not a complete change-out of media but will top off existing media to restore all 12 filters to design specification depths for anthracite and sand.

Discussion

The work to be performed under this contract is to add media to the Dual Media Filters (DMF) at the [Regional Water Quality Control Plant \(RWQCP\)](#). This project is part of ongoing operation and maintenance of the RWQCP.

Bid Process

On May 4, 2017, the City advertised a notice requesting quotations for the Installation and Supply of Anthracite and Sand in the Dual Media Filter project. The bidding period was 20 days. On May 23, 2017, bids were received from two qualified contractors as presented in the bid summary (Attachment B): Carbon Activated Corporation (CAC) at \$96,190 and ERS Industrial Services at \$107,975.63.

Summary of Bid Process

Bid Name/Number	DMF Media Addition/RFQ168057
Proposed Length of Project	40 days
Number of Bid Packages downloaded by Contractors	7
Number of Bid Packages downloaded by Builder's Exchanges	6
Number of vendors notified through City's eProcurement system	36
Total Days to Respond to Bid	20
Pre-Bid Meeting	Yes (Mandatory)
Number of Company Attendees at Pre-Bid Meeting	3
Number of Bids Received:	2
Range of Proposal Amounts	From \$96,190 to \$107,975.63

Staff has reviewed all bids submitted and recommends the bid of \$96,190 submitted by CAC be accepted and CAC be declared the lowest responsible bidder. The bid is 4% below the engineer's estimate of \$100,000 and within the expected level of estimating accuracy. The contingency amount of \$9,619, which equals ten percent of the total contract, is requested for related additional, but unforeseen work that may develop during the project. Staff confirmed with the Contractor's State License Board the contractor has an active license on file.

Timeline

The work is planned to be completed by August 2017.

Resource Impact

Funding for this contract is included in the FY 2018 Wastewater Treatment Enterprise Fund Operating Budget Cost Center 50060110 G/L 31990.

Policy Implications

This recommendation does not represent any change to existing City policies.

Environmental Review

The recommended action is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(b), which includes maintenance of publicly-owned wastewater facilities involving negligible or no expansion of an existing use.

Attachments:

- Attachment A: Contract C17168057 Carbon Activated
- Attachment B Bid Summary

CITY OF PALO ALTO CONTRACT NO. C17168057

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on the 27th day of June, 2017, by and between the **CITY OF PALO ALTO, a California chartered municipal corporation** ("CITY"), and **CARBON ACTIVATED CORPORATION**, a California corporation, located at 2250 S. Central Avenue, Compton, Ca 90220, Telephone Number: 310-885-4555 ("**CONTRACTOR**"). In consideration of their mutual covenants, the parties hereto agree as follows:

- 1. SERVICES.** CONTRACTOR shall provide or furnish the services (the "Services") described in the Scope of Services, attached at Exhibit A.
- 2. EXHIBITS.** The following exhibits are attached to and made a part of this Agreement:

- ☒ "A" - Scope of Services
- ☐ "A-1" – On-Call Task Order (Optional)
- ☒ "B" - Schedule of Performance
- ☒ "C" – Schedule of Fees
- ☒ "D" - Insurance Requirements
- ☒ "E" - Performance and/or Payment Bond
- ☐ "F" - Liquidated Damages (Optional)

CONTRACT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED.

- 3. TERM.**
The term of this Agreement is from June 27, 2017 to September 5, 2017 inclusive, subject to the provisions of Sections Q and V of the General Terms and Conditions.
- 4. SCHEDULE OF PERFORMANCE.** CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B. Time is of the essence in this Agreement.
- 5. COMPENSATION FOR ORIGINAL TERM.** CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- ☐ The total maximum lump sum compensation of dollars (\$));
OR
- ☐ The sum of dollars (\$)) per hour, not to exceed a total maximum compensation amount of dollars (\$)); **OR**
- ☒ A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of Ninety-Six Thousand One Hundred Ninety Dollars (\$96,190).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- ☒ CITY has set aside the sum of Nine Thousand Six Hundred Nineteen dollars (\$9,619) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

6. COMPENSATION DURING ADDITIONAL TERMS.

- ☐ CONTRACTOR'S compensation rates for each additional term shall be the same as the original term; **OR**
- ☐ CONTRACTOR's compensation rates shall be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately

preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.

- 7. CLAIMS PROCEDURE FOR "9204 PUBLIC WORKS PROJECTS".** For purposes of this Section 7, a "9204 Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. Public Contract Code Section 9204 mandates certain claims procedures for Public Works Projects, which are set forth in "Appendix A Claims for Public Contract Code Section 9204 Public Works Projects".

☒ **This project is a 9204 Public Works Project** and is required to comply with the claims procedures set forth in Appendix A, attached hereto and incorporated herein.

OR

☐ **This project is not a 9204 Public Works Project.**

- 8. INVOICING.** Send all invoices to CITY, Attention: Project Manager. The Project Manager is: Carlton Black, Dept.: Public Works, Regional Water Quality Control Plant, 2501 Embarcadero Way, Palo Alto, Ca 94303, Telephone: 650-329-2598. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

GENERAL TERMS AND CONDITIONS

- A. ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 7 above, these general terms and conditions and the attached exhibits.
- B. QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and

experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.

- C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.
- D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.
- F. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.
- G. PALO ALTO MINIMUM WAGE ORDINANCE.** CONTRACTOR shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONTRACTOR shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONTRACTOR shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.
- H. DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage

to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.

- I. WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.
- J. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- K. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
- L. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.
- M. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- N. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described at Exhibit D. Insurance must be provided by companies with a Best's Key Rating of

A-VII or higher and which are otherwise acceptable to CITY's Risk Manager. The Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to the Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.

O. HOLD HARMLESS. To the fullest extent permitted by law and without limitation by the provisions of section N relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), arising out of, or resulting in any way from or in connection with the performance of this Agreement. CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.

P. NON-DISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of

such person. CONTRACTOR acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

- Q. WORKERS' COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.
- R. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to CONTRACTOR's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.
- S. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of CITY. No amendments, changes or variations of any kind are authorized without the written consent of CITY.
- T. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Contract. CONTRACTOR further covenants that, in the performance of this Contract, it will not employ any person having such an interest. CONTRACTOR certifies that no CITY Officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest, direct or indirect,

which could conflict with the faithful performance of this Contract. CONTRACTOR agrees to advise CITY if any conflict arises.

U. GOVERNING LAW. This contract shall be governed and interpreted by the laws of the State of California.

V. ENTIRE AGREEMENT. This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.

W. NON-APPROPRIATION. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Contract are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Contract.

X. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONTRACTOR shall comply with CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Division, which are incorporated by reference and may be amended from time to time. CONTRACTOR shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONTRACTOR shall comply with the following zero waste requirements:

- All printed materials provided by CONTRACTOR to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- Goods purchased by Contractor on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including, but not limited to, Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing

Division's office.

- Reusable/returnable pallets shall be taken back by CONTRCATOR, at no additional cost to CITY, for reuse or recycling. CONTRACTOR shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

Y. AUTHORITY. The individual(s) executing this Agreement on behalf of the parties represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Z. PREVAILING WAGES

☐ **This Project is not subject to prevailing wages.** Contractor is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7, if the contract is not a public works contract, if contract does not include a public works construction project of more than \$25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, 'improvement') project of more than \$15,000.

OR

☒ **Contractor is required to pay general prevailing wages** as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the Director of the Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the Purchasing Division's office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

AA.DIR REGISTRATION. In regard to any public work construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONTRACTOR without proof that CONTRACTOR and its listed subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work, subject to limited exceptions. City requires CONTRACTOR and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONTRACTOR of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

CITY gives notice to CONTRACTOR and its listed subcontractors that CONTRACTOR is required to post all job site notices prescribed by law or regulation and CONTRACTOR is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONTRACTOR and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONTRACTOR and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONTRACTOR and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONTRACTOR and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY's request.

☐ [For state- and federally-funded projects] CITY requests CONTRACTOR and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONTRACTOR and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or

portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONTRACTOR.

Inform the project manager of the location of CONTRACTOR's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

BB. CONTRACT TERMS. All unchecked boxes do not apply to this Agreement. In the case of any conflict between the terms of this Agreement and the exhibits hereto or CONTRACTOR's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONTRACTOR's proposal, the exhibits shall control.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

Carbon Activated Corporation

City Manager or Designee
(Required on contracts \$85,000 and over)

By _____
Name _____
Title _____
Telephone: _____

Approved as to form:

City Attorney or Designee

EXHIBIT A SCOPE OF SERVICES

FILTER MEDIA

PART 1 – GENERAL

1.1 REFERENCES

- A. ANSI/AWWA B100, Standard for Granular Filter Material, latest revision

1.2 SUBMITTALS

Contractor shall submit the following prior to installation:

- A. Description of Materials, Physical Characteristics, Chemical Composition
- B. Sieve Analysis, acid solubility, specific gravity, Mohs' scale, effective size, and uniformity coefficient.
- C. An affidavit of compliance to American Water Works Association (AWWA) B-100 stating that the filter material provided complies with the applicable provisions of AWWA B-100.

1.3 EXISTING MEDIA

- A. The Palo Alto Regional Water Quality Control Plant ("Plant") operates dual media filters to filter secondary effluent. The media consists of 24-inches of anthracite coal over 12-inches of sand. A 12-inch deep gravel support system and a Wheeler underdrain supports the media.

1.4 SCOPE OF WORK

- A. This project involves the supply and installation of approved anthracite and sand in the 12 filters of the Palo Alto Regional Water Quality Control Plant dual media filter facility at 2501 Embarcadero Way, Palo Alto, CA 94303, to replenish lost media. Contractor shall supply and install the approved anthracite and sand as further specified herein.
- B. Contractor shall perform the installation with adequate hoisting equipment and qualified workers to unload and move media into the filters in close cooperation with Plant operations staff.

PART 2 – PRODUCTS

2.1 MATERIALS – DUAL MEDIA

- A. Dual media consists of two filter media. The bottom media shall be sand. The top media shall be anthracite coal.
- B. Contractor shall furnish and install the filter media as specified.
- C. The following table shows estimated depths to bring media to proper level.

Anthracite Coal Calcs

24" normal depth, 50 pounds / cubic foot bulk density

Filter #	Depth, "	Loss, "	Volume, ft3	# needed	2250 # sacks needed
1	19	-5	188	9,375	4.2
2	16	-8	300	15,000	6.7
3	17	-7	263	13,125	5.8
4	17	-7	263	13,125	5.8
5	17	-7	263	13,125	5.8
6	16	-8	300	15,000	6.7
7	3	-21	788	39,375	17.5
8	9	-15	563	28,125	12.5
9	17	-7	263	13,125	5.8
10	16	-8	300	15,000	6.7
11	19	-5	188	9,375	4.2
12	12	-12	450	22,500	10.0
avg	14.8	-9.2	4125	206,250	92
	max	-21		On Hand	9
	min	-5		Needed	83
				Spare	9
				Ordered	92

To be installed

Future use

To be delivered

Sand Calcs

12" normal depth, 100 pounds / cubic foot bulk density

Filter #	Depth, "	Loss, "	Volume, ft3	# needed	4000 # sacks needed
1	9	-3	113	11,250	2.8
2	10	-2	75	7,500	1.9
3	9	-3	113	11,250	2.8
4	10	-2	75	7,500	1.9
5	10	-2	75	7,500	1.9
6	9	-3	113	11,250	2.8

7	9	-3	113	11,250	2.8	
8	4	-8	300	30,000	7.5	
9	8	-4	150	15,000	3.8	
10	9	-3	113	11,250	2.8	
11	9	-3	113	11,250	2.8	
12	10	-2	75	7,500	1.9	
avg	8.8	-3.2	1425	142,500	36	To be installed
	max	-8		Order	36	To be delivered
	min	-2				

2.2 MATERIALS – SAND

- A. Each filter shall be provided with sand to bring sand depth to 12 inches.
- B. Filter sand shall be composed of hard, durable silica grains, either rounded or angular in shape. Not more than one percent (1%) by weight shall be flat or micaceous, and the sand shall be free from dust and organic matter. The sand shall be ninety five percent (95%) insoluble in a twenty-four hour bath in warm hydrochloric acid. The sand shall be uniformly graded with an effective size not greater than 0.6 mm or less than 0.4 mm. The uniformity coefficient shall not be greater than 1.50.

2.3 MATERIALS – ANTHRACITE COAL

- A. Each filter shall be provided with anthracite to bring anthracite depth to 24 inches.
- B. The anthracite shall be obtained from an approved source specialized in filter media.
- C. Filter anthracite shall consist of hard, durable anthracite coal particles of various sizes. Blending of non-anthracite material to meet any portion of this standard is not acceptable.
- D. The anthracite shall be visibly free of shale, clay, and other extraneous debris.
- E. The anthracite shall have a Mohs' scale hardness greater than between 3.0 and 3.75, a specific gravity greater than 1.55, and an acid solubility less than 5%.
- F. The coal shall be uniformly graded with an effective size (ES) not less than 1.2 mm or greater than 1.4 mm.
- G. The uniformity coefficient (UC) shall be less than 1.50.

PART 3 – EXECUTION

3.1 DELIVERY, STORAGE AND HANDLING

- A. All filter materials shall be protected during shipment.
- B. To avoid contamination, bulk shipment is prohibited. Semi-bulk containers, or sacks, as defined in AWWA B-100, are required. All semi-bulk containers shall be marked per AWWA B-100.
- C. Contractor shall coordinate unloading of the filter material shipment. Contractor shall arrange, in advance with the City's project manager, a suitable date, time, and delivery details prior to bringing the media to the Plant site.

3.2 SAMPLING AND TESTING

- A. Filter media sampling shall be performed per AWWA B-100 Section 5. Section 5.2 (job site sampling) methods shall be used.
- B. Testing shall be performed per AWWA B-100 Section 5.3 (testing protocols) to ensure that the filter material meets the requirements of AWWA B-100 and this specification.
- C. Testing shall be by an independent laboratory.
- D. If any filter material does not meet the applicable requirements of AWWA B-100 or this specification, Contractor shall remove it from the site. Contractor shall then supply new material meeting the specifications.

3.3 INSTALLATION

- A. Contractor shall have and maintain a Class A contractor's license.
- B. City staff will not coordinate or perform truck unloading operations. Contractor shall be responsible for coordinating media supply, delivery truck unloading, media handling, media loading into filters, and disposal of leftover sacks and pallets to the satisfaction of the City's Project Manager. Contractor shall store spare sacks of coal per City's Project Manager's instructions.
- C. Contractor shall install media per supplier's instructions and AWWA B-100 latest edition.

- D. After installation of the coal and sand, Contractor shall backwash the media, skim the fines from the surface (if present), and carefully grade the surface to the correct level.
- E. Contractor shall consult and follow the instructions from the media supplier's technical representative. Contractor shall follow installation procedures for all filters. Unacceptable work shall be corrected immediately by the Contractor at the Contractor's expense.
- F. Contractor shall provide all equipment and work for media installation as well as confined space entry, as needed.
- G. Contractor shall protect filter equipment during work including air wash system, troughs, valves, chemical systems nearby, and so forth.
- H. Contractor shall provide dust control measures, as needed.

END OF SECTION

EXHIBIT B
SCHEDULE OF PERFORMANCE

Completion of work shall be within forty calendar days (40) after the commencement date specified in City's Notice to Proceed.

EXHIBIT C **SCHEDULE OF FEES**

CONTRACTOR shall perform the tasks as described and budgeted below. CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for the Services including reimbursable expenses, does not exceed the amounts set forth in Sections 5 and 6 of the Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

ITEM	QTY.	UNIT	DESCRIPTION	TOTAL PRICE
01	1	LT	Filter Media Materials In accordance with the general requirements, herein.	\$ 27,500.40
02	1	LT	Installation of Filter Media Materials In accordance with the general requirements, herein.	\$ 66,214.56
9.00% Sales Tax				\$ 2,475.04
Total, Items 01 through 02.				\$ 96,190.00
(Total in words: <u>Ninety six thousand one hundred ninety dollars and no cents</u>)				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/7/2017

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 Newport Beach-Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach CA 92660		CONTACT NAME: Amanda Kristedja PHONE (A/C, No, Ext): 949-660-5958 E-MAIL ADDRESS: akristedja@alliant.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Comp	
		INSURER B: Argonaut Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 936727424

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PACE306221	10/31/2016	10/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$5,000
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 type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP018752801	10/31/2016	10/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EXC306222	10/31/2016	10/31/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	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	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Contractors Pollution Liability			PACE306221	10/31/2016	10/31/2017	Each Claim 1,000,000

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

City of Palo Alto, its council, members, officers, agents and employees are named as Additional Insured per attached endorsements on Primary and Non-Contributory basis.

CERTIFICATE HOLDER

CANCELLATION

City of Palo Alto
2501 Embarcadero Way
Palo Alto CA 94303

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

Philip S. Ay...

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract	As required by written contract

A. Section **XX. WHO IS AN INSURED, Coverage Part 1 and Part 2** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury, property damage, environmental damage, or cleanup costs** caused, in whole or in part, by **your work** at the location designated and described in the SCHEDULE of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to section **XXI. LIMITS OF LIABILITY AND DEDUCTIBLE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Liability shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Liability shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES
OR CONTRACTORS – SCHEDULED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract	As required by written contract

A. Section **XX. WHO IS AN INSURED, Coverage Part 1 and Part 2** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury, property damage, personal and advertising injury, environmental damage, or cleanup costs** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to section **XXI. LIMITS OF LIABILITY AND DEDUCTIBLE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Liability shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Liability shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

SCHEDULE

Person(s) or Organization(s):
As required by written contract

Section **XXIII. CONDITIONS, 14. Other Insurance** is amended by the addition of the following:

This insurance is primary to and will not seek contribution from any other insurance available to the person(s) or organization(s) listed in the SCHEDULE above provided that:

1. The person(s) or organization(s) listed in the SCHEDULE is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person(s) or organization(s) listed in the SCHEDULE.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED GENERAL AGGREGATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

- A. Section **XXI. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraphs 1., 2. and 3. are deleted in their entirety and replaced with the following:

XXI. LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **claims**, **suits**, claimants or insureds, the following limits of liability apply:

1. Limits Applicable to Part 1 Coverages, Part 2 Coverages and Coverage 3

a. General Aggregate Limit and General Aggregate Cap

The General Aggregate Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** under all Part 1 Coverages, Part 2 Coverages and Coverage 3 except: (i) damages because of **bodily injury**, **property damage** or **environmental damage** included in the **products-completed operations hazard**, and (ii) **crisis management costs** that result from a **crisis management event** arising directly from **your product**.

- b. Subject to Paragraph 1.c. below, the General Aggregate Limit applies separately to: (i) **loss** covered under Coverages 1A and 1E arising from **occurrences** at any one **location** that you own or rent; and (ii) **loss** covered under Coverages 1A and 1E arising from your ongoing operations at any one **job site**.

- c. Regardless of the number of **locations** or **job sites**, the General Aggregate Cap set forth in Item 3 of the Declarations is the most we will pay for all **loss** under all Part 1 Coverages except: (i) damages because of **bodily injury**, **property damage** or **environmental damage** included in the **products-completed operations hazard**, and (ii) **crisis management costs** that result from a **crisis management event** arising directly from **your product**.

d. Products – Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit set forth in Item 3 of the Declarations is the most we will pay for all: (i) damages under Coverages 1A and 1D because of **bodily injury**, **property damage** or **environmental damage** included in the **products-completed operations hazard**, and (ii) **crisis management costs** that result from a **crisis management event** arising directly from **your product**.

e. Each Occurrence Limit

Subject to Paragraph 1.a. or 1.d. above, whichever applies, the Each Occurrence Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** under Coverages 1A, 1C, 1D and 1E arising out of the same, related, continuous or repeated **occurrence(s)** or **pollution condition(s)**.

f. Personal and Advertising Injury Limit

Subject to Paragraph 1.a. above, the Personal and Advertising Injury Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** under Coverage 1B sustained by any one person or organization.

g. Employee Benefits Administration Limit

Subject to Paragraph 1.a. above, the Employee Benefits Administration Limit of Liability set forth in Item 3 of the Declarations is the most we will pay under Coverage 1F for all **loss** sustained by any one **employee**, including **loss** sustained by such **employee's** dependents and beneficiaries, arising out of the same, related, continuous or repeated **wrongful act(s)**.

However, the amount paid under this Policy shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the **employee benefits program**.

h. Crisis Management Costs Limit – Coverage 1G

Subject to Paragraph 1.a. or 1.d. above, whichever applies, the Crisis Management Costs Limit set forth in Item 3 of the Declarations is the most we will pay for all **crisis management costs** under Coverage 1G.

i. Damage to Premises Rented to You Limit

Subject to Paragraph 1.e. above, the Damage to Premises Rented to You Limit set forth in Item 3 of the Declarations is the most we will pay under Coverage 1A for all **loss** because of **property damage** to any one premises, while rented to you, or in the case of damage by fire while rented to you or temporarily occupied by you with permission of the owner.

j. Medical Expense Limit

Subject to Paragraph 1.e. above, the Medical Expense Limit set forth in Item 3 of the Declarations is the most we will pay under Coverage 1C for all **loss** because of **bodily injury** sustained by any one person.

k. Part 2 Coverages – Special Pollution Coverages – Individual Coverage Limits

Subject to Paragraph 1.a. above, the applicable Coverage Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** under the applicable Part 2 – Special Pollution Coverage.

l. Part 2 Coverages – Special Pollution Coverages – Each Pollution Condition Limit

Subject to Paragraphs 1.a. and 1.k. above, the Each Pollution Condition Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** arising out of the same, related, continuous or repeated **pollution condition(s)**.

m. Coverage 3 – Professional Liability – Each Wrongful Act Limit

Subject to Paragraph 1.a. above, the Each Wrongful Act Limit set forth in Item 3 of the Declarations is the most we will pay under Coverage 3 for all **loss** arising out of the same, related, continuous or repeated **wrongful act(s)**.

- B. All references in the Declarations and the Policy to Pollution Liability Aggregate Limit and Professional Liability Aggregate Limit are deleted.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION FOR SPECIFIED PERSON, ENTITY OR ORGANIZATION

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

SCHEDULE

Name Of Person(s), Entity(ies) or Organization(s):

As required by written contract

Section **XXIII. CONDITIONS, 17. Subrogation** is amended by the addition of the following:

In the event of any payments made pursuant to this Policy, we shall be subrogated to any insured's rights of recovery against any person, entity or organization. The insured shall execute and deliver instruments and papers and do whatever is necessary to secure and perfect such rights. No insured shall do anything to prejudice such rights.

Any recovery obtained as a result of subrogation, after such expenses incurred in the subrogation proceedings are deducted by us, shall accrue first to the insured to the extent of any payments in excess of the Limit of Liability; then us to the extent of any payments made under this Policy; and then to the insured to the extent of its Deductible.

However, solely with respect to Coverage Part 1 or Coverage Part 2, if the insured has waived rights of recovery against the person(s), entity(ies) or organization(s) shown in the SCHEDULE above prior to a **loss** or **claim**, we waive any right to recovery we may have under the Policy against such person(s), entity(ies) or organization(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

As required by written contract

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

A. Section **XX. WHO IS AN INSURED, Coverage Part 1** is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the SCHEDULE above, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the federal government, state or municipality; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

B. With respect to the insurance afforded to these additional insureds, the following is added to section **XXI. LIMITS OF LIABILITY AND DEDUCTIBLE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Liability shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Liability shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS – DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
As required by written contract	As required by written contract

- A. Section **XX. WHO IS AN INSURED, Coverage Part 1 and Part 2** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the SCHEDULE above, but only with respect to **bodily injury, property damage** or **environmental damage** arising out of **your products** shown in the SCHEDULE which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
 2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
1. The insurance afforded the vendor does not apply to:
 - a. **Bodily injury, property damage** or **environmental damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. **Bodily injury, property damage, or environmental damage** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or

- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- C. With respect to the insurance afforded to these vendors, the following is added to section **XXI. – LIMITS OF LIABILITY AND DEDUCTIBLE:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Liability shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Liability shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

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

Named Insured: Carbon Activated Corporation

Endorsement Effective Date: 10/1/2016 - 10/1/2017

SCHEDULE

Name Of Person(s) Or Organization(s):

As required per written contract.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the 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.
- 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.

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph b. of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph f. of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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 under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

EXHIBIT E
BONDS

[ATTACH BOND FORMS IF BONDS ARE REQUIRED]

Appendix A:
Claims for Public Contract Code Section 9204 Public Works Projects

The provisions of this this Appendix are provided in compliance with Public Contract Code Section 9204; they provide the exclusive procedures for any claims related to the Services performed under this Agreement.

1. Claim Definition. "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City.
- (B) Payment by the City of money or damages arising from the Services performed by, or on behalf of, the Contractor pursuant to the Agreement and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
- (C) Payment of an amount that is disputed by the City.

2. Claim Process.

(A) Timing. Any Claim must be submitted to City in compliance with the requirements of this Appendix no later than fourteen (14) days following the event or occurrence giving rise to the Claim. This time requirement is mandatory; failure to submit a Claim within fourteen (14) days will result in its being deemed waived.

(B) Submission. The Claim must be submitted to City in writing, clearly identified as a "Claim" submitted pursuant to this Appendix, and must include reasonable documentation substantiating the Claim. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Agreement, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

(C) Review. Upon receipt of a Claim in compliance with this Appendix, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days from receipt, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and Contractor may, by mutual agreement, extend the time period provided in this paragraph 2.

(D) If City Council Approval Required. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(E) Payment. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph 3, below, shall apply.

3. Disputed Claims

(A) Meet and Confer. If the Contractor disputes the City's written response, or if the City fails to respond to a Claim submitted pursuant to this Appendix within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement.

(B) Mediation. Any remaining disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing by the Contractor. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to any other remedies authorized by the Agreement and laws.

(i) For purposes of this paragraph 3.B, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(ii) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation, if any, under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

4. City's Failure to Respond. Failure by the City to respond to a Claim from the Contractor within the time periods described in this Appendix or to otherwise meet the time requirements of this Appendix shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the City's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Appendix, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

5. Interest. Amounts not paid in a timely manner as required by this section shall bear interest at seven (7) percent per annum.

6. Approved Subcontractor Claims. If an approved subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against the City because privity of contract does not exist, the Contractor may present to the City a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier

subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the City shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the City and, if the Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

7. Waiver of Provisions. A waiver of the rights granted by Public Contract Code Section 9204 is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of Public Contract Code Section 9204, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

Attachment B

City of Palo Alto, Public Works Department – RWQCP

Bid Summary for Installation and Supply of Anthracite and Sand in the Dual Media Filter Project (RFQ 168057)

	Engineer's Estimate	ERS Industrial Services	CAC
Quote	\$100,000	\$107,975.63	\$96,190
Comment			Low Bid