

**CITY OF ALBANY  
CITY COUNCIL AGENDA  
STAFF REPORT**

Agenda date: April 19, 2021  
Reviewed by: NA

**Subject:** Award of Construction Contract No. C21-22: 2020 Sanitary Sewer Rehabilitation Project – Phase C (CIP No. 32000)

**Report By:** Allison Carrillo, Associate Engineer  
Jeff Bond, Acting Public Works Director

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**SUMMARY**

The issue before Council is to award Construction Contract C21-22 for the 2020 Sanitary Sewer Rehabilitation Project – Phase C to Bay Pacific Pipelines, Inc. in the amount of \$164,228.00 for the total of Base Bid plus Additive Alternate A. The project involves new sewer line facilities on Cleveland Avenue and Buchanan Street. The proposed project is part of the City’s Capital Improvement Plan, the Sewer Master Plan and is mandated by the Environmental Protection Agency Consent Decree.

**STAFF RECOMMENDATION**

That the Council adopt Resolution No. 2021-36, authorizing the City Manager to award and execute Contract No. C21-22 with Bay Pacific Pipelines, Inc. to construct the 2020 Sanitary Sewer Rehabilitation Project – Phase C, in a not to exceed amount of \$164,228.00 for the total of Base Bid plus Additive Alternate A from capital budget previously appropriated as part of the City’s Annual Sanitary Sewer Rehabilitation Program (CIP No. 32000).

**BACKGROUND**

The City owns and maintains approximately 32 miles of sewer main and 14 miles of lower laterals. Sewer mains that have not yet been replaced or rehabilitated are predominantly made of vitrified clay with cement mortar joints. Most clay pipes in Albany’s system are over 60 years old and are in a deteriorated condition. Root intrusion through the joints has caused fracturing and other pipe defects, which increase the risk of a major structural failure or blockage.

Older sewer systems also experience excessive amounts of wet weather sanitary flows caused by the infiltration of stormwater and groundwater into the cracked sewer pipes and aging brick manholes which would otherwise be conveyed through the storm drain systems. This influx of water can overwhelm the treatment plants that clean wastewater, causing partially treated wastewater to be released into the San Francisco Bay.

In 2014, the City entered into a Consent Decree agreement with the US Environmental Protection Agency, et. al, which requires rehabilitation of at least 5,706 linear feet of sewer

main per year. Under the terms of the agreement, Albany is expected to rehabilitate cumulatively 45,648 linear feet of sewer mains by June 30, 2021, and 5,706 linear feet per fiscal year thereafter until year 2030.

As of June 30, 2020, the City is in compliance with Consent Decree rehabilitation requirements. The Phase C contract under consideration in this staff report combined with the recently completed Phase B project will maintain compliance with the City’s rehabilitation requirement for Fiscal Year 20/21.

On February 16, 2021, the City Council authorized the City Manager to advertise the Notice Inviting Bids for the 2021 Sanitary Sewer Rehabilitation Project - Phase C (Resolution No. 2021-14). The Notice was twice advertised in the local newspaper, posted on the City website and distributed to several Bay Area builders’ exchanges. A non-mandatory bidders’ conference (via webinar) was held on March 16, 2021. The Engineer’s Estimate for this work is \$210,735.00.

**DISCUSSION**

The 2020 Sewer Rehabilitation Project – Phase C consists of the construction of a 15” sewer pipeline along Buchanan and Cleveland Avenues to bypass an old sewer siphon structure. The existing siphon structure goes underneath a city-owned 78” storm drainage pipe and subject to sewer clogging and more maintenance. Furthermore, an old brick sewer manhole upstream of the siphon at the corner of Cleveland and Buchanan Avenue was found to have an overflow cross connection with a storm drainage pipe. After the cross-connection pipe was plugged, the Public Works Department decided to design a sewer bypass that would abandon the siphon and manhole structures altogether to reduce maintenance, and to eliminate inflow and infiltration in the old siphon structure system. The proposed sewer bypass will connect directly to the East Bay Municipal Utility District (EBMUD) North Interceptor sewer manhole at Cleveland Avenue.

The Public Works Department issued a Notice Inviting Bids for the construction of the 2020 Sanitary Sewer Rehabilitation Project - Phase C (Project). On March 25, 2021, the City received and opened ten (10) bids. The total of the Base bid plus Additive Alternate A of the ten bids are tabulated below. Bay Pacific Pipelines, Inc. was the lowest responsive bidder.

<b>BIDDER</b>	<b>Total of Base Bid Plus Additive Alternate A</b>
Bay Pacific Pipelines Inc.-Apparent Low Bidder	\$164,228.00
APB General Engineering	\$178,317.00
D&D Pipelines	\$186,978.00
Glosage Engineering	\$189,162.00
California Trenchless	\$190,900.00
Sandstone Engineering	\$207,289.02
Basset Engineering	\$208,519.61
W.R. Forde Associates	\$218,912.00
A-1 Construction General Engineering	\$222,266.00
Kerex Engineering	\$274,770.00

The bid proposal package of the apparent low bidder (Bay Pacific Pipelines, Inc.) was reviewed and found to be responsive and complete. The engineer’s estimate for the project is \$210,735.00. Public Works Department staff recommends that the project be awarded to the lowest responsible bidder, Bay Pacific Pipelines Incorporated, with a total bid of \$164,228.00 for the Base bid plus Additive Alternate A. Complete bid results are shown in Attachment 2. The contractor is required to complete the project within 45 calendar days from commencement date and construction is anticipated to start in May 2021.

Construction:	\$164,228
Construction Management:	\$30,000
Materials Testing Services:	\$5,000
Contingency (10%):	<u>\$17,000</u>
Total Estimated Project Cost:	\$216,288

**Compliance with Alameda County Public Health Department Order while performing Essential Infrastructure work**

Work will be performed following the Alameda County Public Health Department social distancing protocols to control the spread of COVID-19. In spring of 2020, the Alameda County Public Health Department (County) issued Orders 20-04 and 20-10, directing essential businesses, among other things, to implement social distancing protocols to control the spread of Covid-19 while performing work. These include essential infrastructure public works construction projects necessary to repair and rehabilitate sewer utilities.

For construction of essential infrastructures, additional restrictions and requirements were specified in County Order 20-10 which must be implemented at construction job sites. The contractor is required to prepare and implement a Site-Specific Health and Safety Plan to address COVID-19-related issues. The Safety Plan will be posted at the job site, a copy distributed to each employee working on the project; and the contractor must implement all applicable measures to protect employee health, the public and others involved in the project.

**ENVIRONMENTAL CLEARANCE**

This project consists of the rehabilitation of an existing sewerage facility to meet current standards of public health and safety and is determined to be categorically exempt under CEQA.

**SUSTAINABILITY**

The rehabilitation of sanitary sewer mains and lower laterals prevents sanitary sewer overflows (SSO). SSOs can reach storm drains and the San Francisco Bay causing unhealthy bacteria and pollutant levels. Rehabilitating the City’s sewer mains and lower laterals to reduce SSOs is a requirement of the Sanitary Sewer Consent Decree.

**FINANCIAL SUMMARY**

The following table details the approved budget and funding source for this project:

<b>Expenditures</b>	<b>Costs</b>
Professional Services	\$35,000
Construction/Improvements	\$164,228
Contingency	\$17,000
<b>Total Expenditures</b>	<b>\$216,288</b>
<b>Funding Sources</b>	<b>Budget</b>
Sewer Capital Projects (4002)	\$216,288
<b>Total Funding Sources</b>	<b>\$216,288</b>

The budget for the Annual Sanitary Sewer Rehabilitation Program (CIP No. 32000) was appropriated by Council as part of the City’s Capital Improvement Plan as adopted in November 2020 (Resolution No. 2020-108).

As of April 9, 2021, the City has spent or encumbered a total of approximately \$8.6 million of the \$13.3 million budget appropriated for the program for fiscal years 2019/20 through 2021/22. This includes the recently closed out 2020 SSRP Phase B project (Reso 2021-30, Apr 5, 2021).

The contract recommended for award in this staff report, including contingency and soft costs, are within the approved remaining program budget and no further appropriations are needed at this time.

**Attachments:**

1. Resolution No. 2021-36
2. Bid Summary for Contract No. C21-22
3. Contract No. C21-22 – Bay Pacific Pipelines Inc.

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**RESOLUTION NO. 2021-36**

**A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE CONTRACT NO. C21-22 IN A  
NOT-TO-EXCEED AMOUNT OF \$164,228.00 FOR THE CONSTRUCTION OF  
THE 2020 SANITARY SEWER REHABILITATION PROJECT-PHASE C**

**WHEREAS**, in 2014 the City entered into a Consent Decree agreement which requires rehabilitation of at least 5,706 linear feet of sewer main per year; and

**WHEREAS**, the 2020 Sanitary Sewer Rehabilitation Project - Phase C is included in the City's Capital Improvement Plan to rehabilitate the City's aging sewer facilities; and

**WHEREAS**, on February 16, 2021, the City Council authorized the City Manager to issue a Notice Inviting Bids for the 2020 Sanitary Sewer Rehabilitation Project - Phase C (Resolution No. 2021-14); and

**WHEREAS**, on March 25, 2021, the City received and opened ten (10) bids for the above-mentioned project; and

**WHEREAS**, Bay Pacific Pipelines, Incorporated is the lowest responsible and responsive bidder for the construction of the 2020 Sanitary Sewer Rehabilitation Project - Phase C.

**NOW, THEREFORE, BE IT RESOLVED**, that the Albany City Council hereby authorizes the City Manager to award and execute Contract No. C21-22 with Bay Pacific Pipelines Incorporated to construct the 2020 Sanitary Sewer Rehabilitation Project - Phase C, in a not-to-exceed amount of \$164,228.00 from budget previously appropriated as part of the City's Annual Sanitary Sewer Rehabilitation Program (CIP No. 32000).

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GE'NELL GARY, MAYOR

**BID RESULTS**

Project: **2020 Sanitary Sewer Rehabilitation Project – Phase C (#C21-22)**

Bid Opening: **Tuesday, March 25, 2020 at 2:00 PM**

Location: **City Hall, 1000 San Pablo Avenue, Albany, CA 94706**

Staff called for bids and the following were received:

**Bay Pacific Pipelines**

\$164,228.00

**APB General Engineering**

\$178,317.00

**D&D Pipelines**

\$186,978.00

**Glosage Engineering**

\$189,162.00

**California Trenchless**

\$190,900.00

**Sandstone Engineering**

\$207,289.02

**Basset Engineering**

\$208,519.61

**W.R. Forde Associates**

\$218,912.00

**A-1 Construction General Engineering**

\$222,266.00

**Kerex Engineering**

\$274,770.00

The above results may include errors and/or omissions by the bidder. Bids are referred to staff for review.

**City of Albany**  
**2020 Sanitary Sewer Rehabilitation Project – Phase C**  
**Contract No.: C21-22**

**Bid Summary**

<b>Bidder</b>	<b>Total</b>
Bay Pacific Pipelines*	\$164,228.00
APB General Engineering	\$178,317.00
D&D Pipelines	\$186,978.00
Glosage Engineering	\$189,162.00
California Trenchless	\$190,900.00
Sandstone Engineering	\$207,289.02
Basset Engineering	\$208,519.61
W.R. Forde Associates	\$218,912.00
A-1 Construction General Engineering	\$222,266.00
Kerex Engineering	\$274,770.00

\* Apparent Low Bidder

Engineer's Estimate \$210,735.00

CITY OF ALBANY  
 2020 SANITARY SEWER IMPROVEMENT PROJECT-PHASE C BID RESULTS-CONTRACT NO. C21-22  
 Bid opening: 2:00 pm, Thursday, March 25, 2021  
 Location: City of Albany City Hall at 1000 San Pablo Ave., Albany, CA

ITEM NO	ITEM DESCRIPTION	QTY	UNITS	ENGINEER ESTIMATE		BAY PACIFIC PIPELINES*		A-1 CONSTRUCTION		APB GENERAL ENGINEERING		BASSET ENGINEERING		CALIFORNIA TRENCHLESS		D&D PIPELINES		GLOSAGE ENGINEERING		KEREX ENGINEERING		SANDSTONE ENGINEERING		W.R. FORDE ASSOCIATES			
				UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
<b>BASE BID</b>																											
1	MOBILIZATION, DEMOBILIZATION, WPCP	1	LS	20,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 8,000	\$ 8,000	\$ 9,000.00	\$ 9,000	\$ 25,000	\$ 25,000	\$ 8,000	\$ 8,000	\$ 8,900	\$ 8,900	\$ 18,000	\$ 18,000	\$ 5,000.00	\$ 5,000	\$ 13,000	\$ 13,000		
2	15" PVC - OPEN CUT	201	LF	425	\$ 85,425	\$ 375	\$ 75,375	\$ 500	\$ 100,500	\$ 405	\$ 81,405	\$ 398.25	<b>\$ 80,048.25</b>	\$ 400	\$ 80,400	\$ 378	\$ 75,978	\$ 365	\$ 73,365	\$ 450	\$ 90,450	\$ 74.62	<b>\$ 14,998.62</b>	\$ 387	\$ 77,787		
3	ABANDON SEWER LINE AND FILL WITH GROUT	13	LF	50	\$ 650	\$ 130	\$ 1,690	\$ 250	\$ 3,250	\$ 65	\$ 845	\$ 158.33	\$ 2,058.29	\$ 50	\$ 650	\$ 100	\$ 1,300	\$ 60	\$ 780	\$ 500	\$ 6,500	\$ 538.48	<b>\$ 6,999.98</b>	\$ 60	\$ 780		
4	ABANDON STORM DRAIN CROSS-CONNECTION - ALBANY MH NO. 11-100-02 (REVOCCABLE)	1	LF	1,000	\$ 1,000	\$ 500	\$ 500	\$ 1,250	\$ 1,250	\$ 1,500.00	\$ 1,500	\$ 1,276.50	\$ 1,276.50	\$ 1,500	\$ 1,500	\$ 1,000	\$ 1,000	\$ 4,200	\$ 4,200	\$ 7,500	\$ 7,500	\$ 6,500.00	\$ 6,500	\$ 1,500	\$ 1,500		
5	STANDARD 4' MANHOLE	1	LF	8,000	\$ 8,000	\$ 5,500	\$ 5,500	\$ 15,000	\$ 15,000	\$ 10,000	\$ 10,000	\$ 11,237.59	\$ 11,237.59	\$ 5,500	\$ 5,500	\$ 15,000	\$ 15,000	\$ 8,500	\$ 8,500	\$ 15,000	\$ 15,000	\$ 8,500.00	\$ 8,500	\$ 8,000	\$ 8,000		
6	REHABILITATE EXISTING MANHOLES WITH MORTAR BASE COAT AND CORROSION BARRIER COATING SYSTEM	6	LF	600	\$ 3,600	\$ 500	\$ 3,000	\$ 300	\$ 1,800	\$ 1,200	\$ 7,200	\$ 571.54	\$ 3,429.24	\$ 5,000	\$ 30,000	\$ 700	\$ 4,200	\$ 550	\$ 3,300	\$ 3,500	\$ 21,000	\$ 3,083.00	<b>\$ 18,498</b>	\$ 2,000	\$ 12,000		
7	REPLACE MANHOLE FRAME AND COVER	1	LF	1,200	\$ 1,200	\$ 1,500	\$ 1,500	\$ 4,500	\$ 4,500	\$ 2,500	\$ 2,500	\$ 1,372.30	\$ 1,372.30	\$ 1,500	\$ 1,500	\$ 3,000	\$ 3,000	\$ 1,800	\$ 1,800	\$ 3,500	\$ 3,500	\$ 10,000.00	\$ 10,000	\$ 1,500	\$ 1,500		
8	CONNECT TO EXISTING MANHOLES, REBUILD CHANNELS, PATCH INTERIOR WITH WATER PLUG	1	LF	1,500	\$ 1,500	\$ 2,000	\$ 2,000	\$ 4,500	\$ 4,500	\$ 1,500	\$ 1,500	\$ 5,520.00	\$ 5,520	\$ 1,800	\$ 1,800	\$ 5,000	\$ 5,000	\$ 2,300	\$ 2,300	\$ 2,500	\$ 2,500	\$ 18,500.00	\$ 18,500	\$ 4,500	\$ 4,500		
9	CONNECT TO EBMUD MANHOLE STRUCTURE AF-03	1	EA	20,000	\$ 20,000	\$ 2,500	\$ 2,500	\$ 4,500	\$ 4,500	\$ 8,000	\$ 8,000	\$ 1,840.00	\$ 1,840	\$ 1,800	\$ 1,800	\$ 8,000	\$ 8,000	\$ 14,200	\$ 14,200	\$ 1,500	\$ 1,500	\$ 25,000.00	\$ 25,000	\$ 9,000	\$ 9,000		
10	ASPHALT CONCRETE REPAIR AND PAVEMENT MARKINGS	1,200	LF	15	\$ 18,000	\$ 15	\$ 18,000	\$ 8	\$ 9,600	\$ 12	\$ 14,400	\$ 7.35	\$ 8,820	\$ 10	\$ 12,000	\$ 10	\$ 12,000	\$ 18	\$ 21,600	\$ 18	\$ 21,600	\$ 7.08	<b>\$ 8,496</b>	\$ 12	\$ 14,400		
11	SHORING FOR ALL EXCAVATIONS	1	EA	10,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 2,800	\$ 2,800	\$ 4,000.00	\$ 4,000	\$ 2,500	\$ 2,500	\$ 5,000	\$ 5,000	\$ 5,800	\$ 5,800	\$ 18,000	\$ 18,000	\$ 15,800.00	\$ 15,800	\$ 8,000	\$ 8,000		
12	TRAFFIC CONTROL AND NOTIFICATIONS	1	EA	5,000	\$ 5,000	\$ 3,000	\$ 3,000	\$ 7,500	\$ 7,500	\$ 3,500	\$ 3,500	\$ 8,000.00	\$ 8,000	\$ 2,500	\$ 2,500	\$ 10,000	\$ 10,000	\$ 7,200	\$ 7,200	\$ 5,000	\$ 5,000	\$ 15,000.00	\$ 15,000	\$ 15,000	\$ 15,000		
13	PERMITS AND LICENSES (ALLOWANCE)	1	TBD	3,000	\$ 3,000	\$ 3,000	\$ 3,000		\$ 3,000		\$ 3,000		\$ 3,000		\$ 3,000		\$ 3,000		\$ 3,000		\$ 3,000		\$ 3,000		\$ 3,000		
14	INTERNAL TELEVISIONING OF SEWER MAINS	402	VF	5	\$ 2,010	\$ 9	\$ 3,618	\$ 8	\$ 3,216	\$ 6	\$ 2,412.00	\$ 33.22	\$ 13,354.44	\$ 5	\$ 2,010	\$ 10	\$ 4,020	\$ 3	\$ 1,206	\$ 10	\$ 4,020	\$ 6.21	<b>\$ 2,496.42</b>	\$ 15	\$ 6,030		
15	AIR TESTING OF MANHOLES AND SEWER PIPES	1	EA	3,000	\$ 3,000	\$ 2,500	\$ 2,500	\$ 5,000	\$ 5,000	\$ 4,500	\$ 4,500	\$ 10,000.00	\$ 10,000	\$ 1,000	\$ 1,000	\$ 3,000	\$ 3,000	\$ 7,500	\$ 7,500	\$ 10,000	\$ 10,000	\$ 1,500.00	\$ 1,500	\$ 4,000	\$ 4,000		
16	SUPPLEMENTAL WORK (ALLOWANCE)	1	TBD	10,000	\$ 10,000		\$ 10,000		\$ 10,000		\$ 10,000		\$ 10,000		\$ 10,000		\$ 10,000		\$ 10,000		\$ 10,000		\$ 10,000		\$ 10,000		
<b>TOTAL BASE BID</b>					\$ 192,385	\$ 147,183		<b>\$ 193,616</b>		<b>\$ 161,562</b>		<b>\$ 172,956.61</b>		<b>\$ 181,160</b>		<b>\$ 168,498</b>		<b>\$ 173,651</b>		<b>\$ 237,570</b>		<b>\$ 170,289.02</b>		\$ 188,497			
<b>ADDITIVE ALTERNATE A</b>																											
1A	REBUILD MANHOLE CHANNELS - ALBANY MH NO. 11-000-01	1	EA	\$ 2,500	\$ 2,500	\$ 3,500	\$ 3,500		\$ 2,500	\$ 1,200	\$ 1,200	\$ 2,760.00	\$ 2,760	\$ 1,800	\$ 1,800	\$ 3,000	\$ 3,000	\$ 1,800	\$ 1,800	\$ 2,500	\$ 2,500		\$ 6,500	\$ 6,500			
2A	ABANDON EXISTING MANHOLE	2	EA	\$ 2,500	\$ 5,000	\$ 1,000	\$ 2,000		\$ 15,000	\$ 1,100	\$ 2,200	\$ 1,277.00	<b>\$ 2,554</b>	\$ 1,500	\$ 3,000	\$ 3,000	\$ 6,000	\$ 1,000	\$ 2,000	\$ 5,500	\$ 11,000		\$ 15,000	\$ 6,000	\$ 12,000		
3A	ABANDON SEWER LINE AND FILL WITH GROUT	187	LF	\$ 50	\$ 9,350	\$ 35	\$ 6,545		\$ 9,350	\$ 65	\$ 12,155	\$ 158.00	\$ 29,546	\$ 20	\$ 3,740	\$ 40	\$ 7,480	\$ 53	\$ 9,911	\$ 100	\$ 18,700		\$ 7,000	\$ 45	\$ 8,415		
4A	ASPHALT CONCRETE REPAIR AND PAVEMENT MARKINGS	100	SF	\$ 15	\$ 1,500	\$ 50	\$ 5,000		\$ 1,800	\$ 12	\$ 1,200	\$ 7.03	\$ 703	\$ 12	\$ 1,200	\$ 20	\$ 2,000	\$ 18	\$ 1,800	\$ 50	\$ 5,000		\$ 8,500	\$ 35	\$ 3,500		
<b>ADDITIVE ALTERNATE A</b>					\$ 18,350	\$ 17,045		<b>\$ 28,650</b>		<b>\$ 16,755</b>		<b>\$ 35,563</b>		<b>\$ 9,740</b>		<b>\$ 18,480</b>		<b>\$ 15,511</b>		<b>\$ 37,200</b>		<b>\$ 37,000</b>		\$ 30,415			
<b>TOTAL BASE BID + ADDITIVE ALTERNATE A</b>					\$ 210,735	\$ 164,228		<b>\$ 222,266</b>		<b>\$ 178,317</b>		<b>\$ 208,519.61</b>		<b>\$ 190,900</b>		<b>\$ 186,978</b>		<b>\$ 189,162</b>		<b>\$ 274,770</b>		<b>\$ 207,289.02</b>		\$ 218,912			

\*APPARENT LOW BIDDER (Based on lowest total of Base Bid + Additive Alternate A)

*Italicized numbers denote corrected dollar amount*



## CONTRACT C21-22

This public works contract ("Contract") is entered into by and between the City of Albany ("City") and **Bay Pacific Pipelines Incorporated** ("Contractor") for work on the **2020 Sanitary Sewer Rehabilitation Project – Phase C, Contract No. C21-22** ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on April 19, 2021, the City authorized award of this Contract to Contractor for the amount of Contractor's bid.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following:
  - 2.1 Notice Inviting Bids;
  - 2.2 Instructions to Bidders;
  - 2.3 Addenda, if any;
  - 2.4 Bid Proposal and attachments thereto;
  - 2.5 Contract;
  - 2.6 Payment and Performance bonds;
  - 2.7 General Conditions;
  - 2.8 Special Conditions;
  - 2.9 Project Drawings and Specifications;
  - 2.10 Change Orders, if any;
  - 2.11 Notice of Award;
  - 2.12 Notice to Proceed;
  - 2.13 City of Albany Technical Provisions
  - 2.14 City of Albany Standard Details
3. **Contractor's Obligations.** Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, the City will pay Contractor **One Hundred Sixty-Four Thousand and Two Hundred Twenty Eight Dollars (\$164,228.00)** (the "Contract Price"), in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project within **45 calendar days** from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, the City may assess liquidated damages in the amount of **\$1,000** for each day of unexcused delay in completion, and the Contract Price will be reduced accordingly.
7. **Labor Code Compliance.**
- 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.
- 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
- 7.3 **Living Wage Ordinance.** This Contract will also be subject to the City's Living Wage Ordinance, as stated in Section 18 of the Instructions for Bidders, unless the wage rates required under state law are higher than the rates required under Section 2-26.5 of the City's Living Wage Ordinance.
- 7.4 **DIR Registration.** City will not accept a Bid Proposal from or enter into the Contract with a bidder without proof that the bidder and its subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Under Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code Section 3700 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 I will comply with such provisions before commencing the performance of the Work on this Contract."
9. **Notice.** Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

	<b>City of Albany</b>	<b>Contractor</b>
Name	Anne Hsu, City Clerk	Catherine Carew, President
Address	1000 San Pablo Avenue	214 Pacheco Avenue
City/state/zip	Albany, CA 94706	Novato, CA 94947
Phone	510-528-5710	415-897-6958
Fax	510-528-5797	
Copy to:	Mark Hurley, Dir. Public Works	
Email	mhurley@albanyca.org	

**10. General Provisions.**

- 10.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without the City's written consent. This Contract is binding on Contractor's successors and permitted assigns.
- 10.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the *General Conditions* or *Special Conditions*.
- 10.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court for Alameda County, and no other place.
- 10.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 10.5 Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between the City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.
- 10.6 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code Section 313.

*[Signatures are on the following page.]*

The parties agree to this Contract as witnessed by the signatures below:

**CITY OF ALBANY:**

Approved as to form: C21-22

s/ \_\_\_\_\_

s/ \_\_\_\_\_

\_\_\_\_\_  
Nicole Almaguer, City Manager

\_\_\_\_\_  
Malathy Subramanian, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

Bay Pacific Pipelines, Incorporated  
Company Name

DIR Reg. No: 1000009198

s/ \_\_\_\_\_

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title [print]

\_\_\_\_\_  
Name/Title [print]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
City of Albany Business License Number

\_\_\_\_\_  
Business License Expiration Date

\_\_\_\_\_  
Contractor's Calif. License Number(s)

Seal:

\_\_\_\_\_  
Expiration Date(s)

END OF CONTRACT

ATTEST:

\_\_\_\_\_  
Anne Hsu, City Clerk