



REQUEST FOR PROPOSALS (RFP)

For

In-Service Inspection, Cleaning, Maintenance And Repair Of Potable Water Storage Reservoirs

RESPONSES DUE:

2:00 p.m., Friday, October 31, 2025

City of Pittsburg

Public Works Department, Water Utilities Division

300 Olympia Drive, Pittsburg, CA 94565

Proposals to be submitted electronically, email to:

ssaklaen@pittsburgca.gov

And

msilva@pittsburgca.gov

I. INTRODUCTION

The City of Pittsburg Public Works Department, Water Utilities Division (“City”) invites qualified contractors to submit proposals for in-service inspection, cleaning, maintenance, and repair of potable water storage reservoirs.

The City is required by the State Water Resources Control Board Division of Drinking Water to periodically inspect its potable water storage reservoirs. Inspections are typically performed with the reservoirs in service and are coordinated with cleaning, maintenance and limited repairs. Inspections are performed on a five year cycle; an inspection is currently due. The City is soliciting proposals for the in service, underwater cleaning, inspection and maintenance/repairs of **eight (8) storage reservoirs** located throughout the City as described in Appendix A, “Tank Specifications”.

The project includes:

- Visual inspection of inside and outside of reservoirs and written evaluation report for each reservoir.
- Internal spot coating and other repairs, if necessary, and after authorization from the City.
- Associated recording and/or photographing of inspections and repairs.
- Cleaning of accumulated sediment and removal of debris inside the reservoirs, if needed.
- Reporting the findings.

Inspection must be done by certified commercial divers trained in potable water operations or experienced remotely operated vehicles (ROVs) operators. Documentation of the project shall consist of a written report on the findings and Copies of all photographs and/or video. The operations shall be conducted while the tanks are in service, without causing disruption to the treatment or distribution system. Down time or reservoir bypassing shall not be required, except for emergencies.

The purpose of this Request for Proposal (RFP) is to establish a contract for this work, to begin within thirty (30) days after award. To be considered for award, each vendor submitting a proposal must meet or exceed all specifications and requirements stated herein. In this RFP, the terms “Proposer”, “Bidder”, “Contractor”, “Firm” and “Vendor” are used interchangeably, as are “Proposal”, “Bid”, and “Quote”.

II. SCOPE OF SERVICES

Inspection Services

Perform in-service inspections using ROVs or divers trained in potable water operations. Provide detailed reports including high-resolution video, photographs, and condition assessments.

The inspection should be focused on documenting findings related to the following criteria and standards and shall document in the report any OSHA, Cal-OSHA, AWWA, California State Water Resources Control Board and NFPA-22 compliance discrepancies related to the reservoirs. Generally, all reservoirs shall be inspected for condition of floors, walls, roofs, ladders, hatches, welds, vents and screens, inlets, outlets, interior piping, diffusion systems and flaps, overflow structures, cathodic protection systems, and potential points and sources of contamination.

For welded steel tanks, interior coatings are **also** to be inspected for conditions including, but not limited to, peeling, blistering and other indications of loss of coating integrity. Any areas of pitting or rust, as well as any associated undercutting or migration, should be documented in the final report. A representative pit and blister survey shall be conducted. Interior pitting depth measurements, to 10 mils accuracy, shall be reported by location and character. A non-destructive thickness test shall be performed to establish the dry film thickness (DFT) of installed coating systems. DFT sampling shall be performed on various surfaces of the reservoirs, paying particular attention to obvious or suspected deficient or degraded areas. Representative readings (location and findings) from accessible areas of the interior and exterior coating shall be provided in the final report. Welded steel tanks shall also be inspected for chime corrosion and findings reported.

For concrete tanks, interiors shall **also** be inspected for conditions including cracking, spalling and exposed reinforcement. Any areas of identified or suspected leaking should be documented in the final report.

All findings are to be graded in accordance with the applicable standards from the following agencies:

- Coatings - Society for Protective Coatings, ANSI/SSPC VIS 2-82/ASTM D610-85
- Corrosion - National Association of Corrosion Engineers, ASM/NACE RPO178-91- A,B,C
- Welds - American Welding Society, ANSI/AWS B1.11:2000
- Concrete - American Concrete Institute, ACI 201.1R-92.

Cleaning Services

Remove accumulated sediment, biofilm, and debris without draining the reservoir fully. Ensure compliance with AWWA C652 – Disinfection of Water-Storage Facilities.

The contractor shall provide the procedure, labor, equipment and supplies necessary to thoroughly remove accumulated sediment and debris from the reservoirs in a manner that does not compromise the tank integrity and/or coating system. The work shall not cause disruption to the use or quality of the water.

- The reservoir shall remain in operation while the cleaning is in progress. The operation shall not require draining of the reservoir. Lowering of water level up to forty percent (40%) is permissible with prior approval from the City.
- The total price entered on the Cost Summary/Bid Worksheet shall include up to one (1) hour of sediment/debris removal from each reservoir. An hourly rate for sediment/debris removal in excess of one hour per reservoir shall be provided in Appendix B. Should sediment/debris removal exceed one (1) hour per reservoir, the City will be notified, and a signed authorization will be obtained to proceed prior to the City incurring any additional cost.

Maintenance and Repair Services

Provide minor repairs including Coating touch-ups, patching, and sealing Replacement or repair of hatches, vents, screens, and ladders.

Spot coating repair shall be performed where appropriate in accordance with AMPP (Association for Materials Protection and Performance) Standard and guidelines. Coating shall be AquataPoxy A-6, A-6 Thick, A-61, or approved equal, applied in accordance with manufacturers recommendations. Cost estimates for more substantial repairs shall be provided to the City and approved prior to performance of work. All repairs shall be made in accordance with applicable standards. The total price entered on the Cost Summary/Bid Worksheet shall include one (1) hour of spot repair for each reservoir. An hourly rate for repair work in excess of one hour per reservoir shall be provided in Appendix B.

Reporting and Documentation

At a minimum, delivered reports for each reservoir shall include the following:

1. Narrated interior video documentation both above and below the waterline, detailing, at a minimum, the conditions of internal floors, walls, roofs, ladders, hatches, welds, inlets, outlets, piping and mixing systems, overflow structures, cathodic protection systems, sediment, debris and any identified or suspected discrepancies and/or deficiencies
2. A written report comprised of

- a. Details on identified corrosion and estimates of corrosion both above and below the waterline based on NACE and SSPC guidelines
- b. Description and grading of the weld seams based on AWS criteria
- c. Description of concrete condition denoting any problem areas such as cracking, spalling or general deterioration including exposed reinforcing steel
- d. General condition of walls, floors, roofs, hatches, vents and screens, ladders, inlets, outlets, diffusion systems and flaps, chime and overflow structures
- e. Specific details of pit and blister survey and DFT measurements
- f. General details of repairs authorized and completed.
- g. Recommendations and cost estimates for needed repairs not made.

Video documentation shall be provided by real-time, closed circuit, high-resolution, underwater color/sound video equipment and shall be delivered on USB flash drive (including dive technician's narrative summary). A comprehensive listing of all substantive discrepancies found (interior and exterior), with corresponding photos and recommendations for repairs not made shall be included in the written report. Three Copies of both the video and bound written report shall be delivered to City within thirty (30) days of completion of facilities inspection.

The contactor shall be required to perform the inspection services on Highlands Ranch Tank as first order of work and deliver the report within two weeks after completion of Highlands Ranch Tank inspection work.

Department of Public Works Policy DP- W3 "Water Distribution System Reservoir Maintenance – Inspection, Cleaning and Disinfection" is a component of the operations and maintenance plan. Appendix C of the policy, "Water Reservoir Examination & Inspector's Report", addresses mandatory items that are part of Comprehensive Inspections and is hereby incorporated as an element of this RFP (Attachment 1). All applicable items of this document shall be fully addressed in the reports.

III. QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP should be submitted in writing to SM Saklaen, P.E., Senior Civil Engineer at ssaklaen@pittsburgca.gov and Mike Silva, Water Plant Supervisor at msilva@pittsburgca.gov .To allow time for the issuance of the addenda, if necessary, questions shall only be accepted until seven (7) calendar days prior to the RFP deadline. Answers may be provided at the sole discretion of the City and will be distributed electronically to all proposers. Firms must email this address ssaklaen@pittsburgca.gov and msilva@pittsburgca.gov and request to be added to the RFP recipient list to receive any issued addenda to this RFP. **There will be no pre-bid meeting for this RFP.** Solicitation documents are available from the City's website at <https://www.pittsburgca.gov/business/current-bidding-opportunities> .

IV. PROPOSAL REQUIREMENTS

Proposals must include, at a minimum, the following information:

Executive Summary: A general introduction and description of the proposal and demonstration of the Contractor's understanding of the project shall be provided. Proposer shall provide a brief statement detailing why the firm is qualified to perform the services of this RFP. The cover letter shall be addressed to: SM Saklaen, P.E., Senior Civil Engineer, City of Pittsburg, Public Works Department.

Firm Information: Company name, address, relevant licenses, contact information, and a brief description of the firm's qualifications and experience in performing potable water reservoir services for municipalities. Provide staffing plan including Names, certifications, and roles of key personnel.

Technical Approach: Detail the approach and methodology that will be used inspections, cleaning, and maintenance. Equipment to be used (ROVs, dive teams, disinfection methods). Safety protocols and regulatory compliance procedures. Method of disinfection of personnel and/or equipment entering the potable water shall be provided. Method(s) to meet State Water Resources Control Board discharge requirements, including field de-chlorination shall be provided. Sample and format of proposed report to be provided with proposal.

References. Proposer must provide at least five (5) references on Appendix C, "Professional References Worksheet". References shall be for similar projects in type and size conducted in the State of California and includes contacts for confirmation (name, phone number and/or email).

Cost Proposal: Cost Proposal shall be provided in the designated spaces on the Cost Summary/Bid Worksheet. Prices shall remain firm for a period of ninety (90) days from the due date. The proposal must be signed by an authorized officer or agent of the firm.

A checklist is provided (Appendix H) to assist in assuring all components of the proposal are submitted.

V. PROPOSAL SUBMISSION

Proposals must be submitted one (1) electronic Copy in PDF format, email to ssaklaen@pittsburgca.gov and msilva@pittsburgca.gov by the submittal deadline.

VI. TERMS AND CONDITIONS

General Services Agreement

The selected Contractor is required to execute the City's standard form agreements unmodified. A sample copy of the agreement included in Appendix I for reference. Special requirements of the agreement include **insurance coverage amounts and indemnification**.

Addenda

Failure to acknowledge all Addenda may result in rejection of the proposal as non-responsive.

City Rights

The City reserves the right to: reject any and all proposals, request clarification or additional information from any firm submitting a proposal, award the contract to the firm that the City deems to be most qualified and provides the best value to the City, and negotiate with the selected contractor regarding the scope of services and fees. City is not liable for any costs incurred by firms in the preparation and submission of proposals. All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law.

Award

City intends to award the contract to a qualified bidder with the lowest base bid in accord with its evaluation of the proposals and the professional services to be rendered. Proposals will be evaluated based on the qualification and competitiveness of the cost proposal. The execution of awarded contract is expected to occur within thirty (30) days of the RFP due date.

Days/Hours of Work

Specific days and hours will be determined between the contractor and the City upon award of the contract. Absent any other agreement, normal works hours will be 7 am to 3:30 P.M., Monday through Friday. A proposed schedule shall be presented to City **after** contract award **and prior to issuance of a notice** to proceed detailing the order of tasks (i.e., reservoir sequencing).

Completion

The work must be fully completed within **40 working days** from the date set forth in the Notice to Proceed. City anticipates that the Work will begin on or about November 10, 2025, but the anticipated start date is provided solely for convenience and is neither certain nor binding.

Compensation

The Contractor agrees to receive and accept the prices shown in the proposal as full compensation for furnishing all the materials and for doing all the work contemplated

and embraced in the contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner according to the requirements of City inspection.

Standards and Regulations

All dive operations shall be conducted in accordance with Appendix D, "Specifications for Potable Water Diving Operations", and other applicable standards; the Contractor shall have familiarity with and comply with all Standards and Regulations listed in Appendix F, "Regulatory Compliance".

Permits or Licenses

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall coordinate and conduct all activities with the proper regulatory agencies and have their representatives on site at the proper time. Upon receipt of the Notice to Proceed, the successful Proposer and subcontractor must provide proof of City business license prior to the start of work.

Prevailing Wages

Pursuant to California Labor Code § 1720 et seq., this contract 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. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

VII. SPECIAL PROVISIONS

Accessibility

The contractor shall be fully informed regarding any peculiarities and limitations of the spaces available for the performance of all work and installation of all materials under the contract. The Contractor shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

Cleanup

During performance and upon completion of work on this project, Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by

these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as determined by the City's Water Plant Supervisor.

Damage

The Contractor shall be held responsible for any breakage or loss of City facilities, equipment or supplies through negligence of the contractor or his employees while working on or off City premises. The Contractor shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. Contractor shall immediately report to City's Water Plant Supervisor any and all such damage.

Protection of the Public

Adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by the contractor to give advice and reasonable protection, safety and warning to persons and vehicular traffic in the project area.

Warranty

As applicable, for a period of one (1) year, commencing on written notice of acceptance of work performed, the Contractor shall warrant that all material, equipment and installations are of good and merchantable quality and workmanship; free from any defects in design and material; conform to all specifications and current standards.

Materials

Contractor shall submit to City, for approval, all materials to be used in the repair of all reservoirs.

Subcontractors

Proposer must provide names, addresses and phone numbers of all subcontractors that will perform any service during this project, and what services they will provide. Proposers must submit this information as a component of the Proposer's RFP on Appendix G "List of Subcontractors".

Experience

Proposers must have a minimum of five years of experience in underwater cleaning, inspection and repair of potable water reservoirs.

Discharge Requirements

Contractor must meet City's and the State Water Resources Control Board discharge requirements, which requires dechlorination of discharged water to below 0.10 mg/L.

Security Policies & Procedures

Contractor shall submit their proposed security policies and procedures plan to the City for approval after being awarded a contract and at least five working days prior to starting work on the contract. No work shall begin without an approved Security Policies and procedures plan.

Diver's Certifications/Training

Contractor shall submit Diver's Certifications/Training to the City after being awarded a contract and at least five working days prior to starting work on the contract. No work shall begin without submitting the Diver's Certification/Training within the time frame specified.

Disinfection and Discharge Procedures Plan

Contractor shall submit their proposed Disinfection and Discharge Procedures Plan (Appendix E) to the City for approval after being awarded a contract and at least five working days prior to starting work on the contract. No work shall begin without an approved Disinfection and Discharge Procedures Plan. Dive teams shall comply with the approved plan. The sediment from cleaning the two WTP reservoirs may be discharged to the lower settling lagoon at the WTP.

APPENDIX A

TANK SPECIFICATIONS

Tank	WTP 1MG	WTP 5MG	Stoneman	Oak Hills
Type	SB concrete	SB concrete	SB concrete	SB concrete
Hatch Size (#, size)	2, 4x6	2, 4x6	1, 4x6	1, 4x6
Tank Dimensions, ft. (diameter x height)	86 x 26	190 x 25	131 x 25	118 x 25
Tank Capacity (million gallons)	1.0	5.0	2.5	2.0
Exterior Ladders (#, rail or cage)	1, cage	1	n/a	n/a
Interior Ladders (#, rail or cage)	2, safety rail	2, safety rail	1, cage	1, safety rail
Vehicle Access	Yes	Yes	Yes	Yes
110 Volts on Site	Yes	Yes	No	Yes
Year Built	1998	1998	1986	1990
Last Inspected	2021	2021	2021	2021
Last Cleaned	2021	2021	2021	2021
Inlet Piping Modified	no	no	Oct 2013	Oct 2013
Expected Sediment (silt, sand, etc.)	Silt	Silt	Silt	Silt

SB – Semi Buried

WTP – Water Treatment Plant

APPENDIX A Continued

TANK SPECIFICATIONS

Tank	Hillview	Highlands Ranch	W. Leland	Shadybrook
Type	Above Ground Welded Steel	Above Ground Welded Steel	SB concrete	SB concrete
Hatch Size (#, size)	1, 4x6	1, 4x6	1, 5x5	1, 4x6
A Tank Dimensions, ft. (diameter x height)	127 x 33	85 x 25	148 x 25	118x24
Tank Capacity (million gallons)	3.0	1.0	3.0	1.75
Exterior Ladders (#, rail or cage)	1, cage	1, safety rail	n/a	n/a
Interior Ladders (#, rail or cage)	1, none	1, safety rail	1, Saf-T-Climb	1, safety rail
Vehicle Access	Yes	Yes	Yes	Yes
110 Volts on Site	No	Yes	Yes	Yes
Year Built	1976	1999	2009	1998
Last Inspected	2021	2021	2021	2021
Last Cleaned	2021	2021	2021	2021
Inlet Piping Modified	no	no	n/a	Oct 2013
Expected Sediment (silt, sand, etc.)	Silt	Silt	Silt	Silt

SB – Semi Buried

WTP – Water Treatment Plant

APPENDIX B

COST SUMMARY/BID WORKSHEET

Instructions. Execute this page, sign and submit with your proposal package. Documents noted below must accompany the proposal package.

RESERVOIR	INSPECTION COST
WTP 1MG.....	\$ _____
WTP 5 MG.....	\$ _____
Stoneman	\$ _____
Oak Hills.....	\$ _____
Shady Brook.....	\$ _____
Highlands Ranch.....	\$ _____
Hillview.....	\$ _____
West Leland	\$ _____

In accordance with the terms and conditions set forth in this RFP document, the total base bid price is as follows:

_____ Dollars (\$ _____)

Alternate Bid Items

Sediment/debris removal set-up rate	\$ _____
Hourly sediment/debris removal rate	\$ _____
Hourly repair rate (after written authorization)	\$ _____

The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead.

Name of Firm _____

License # _____

DIR Registration # _____

Type (indicate with x): ___ Corporation ___ Partnership ___ Sole
Proprietorship

Address _____ City _____ State ___ Zip _____

Contact Person: Name _____ Title _____

Email _____ Website _____

Phone (___) _____ Fax (___) _____

Acknowledgement of Addenda (indicate with initials): ___ #1 ___ #2 ___ #3

Authorized Signature _____ Date _____

Printed Name _____ Title _____

APPENDIX C

PROFESSIONAL REFERENCES WORKSHEET

1

Organization Name _____ City/State _____
Contact Name _____ Title _____
Phone:(____) _____ Fax (____) _____ Email _____
Project Date _____ Project Value \$ _____ Status _____
Project description _____

2

Organization Name _____ City/State _____
Contact Name _____ Title _____
Phone:(____) _____ Fax (____) _____ Email _____
Project Date _____ Project Value \$ _____ Status _____
Project description _____

3

Organization Name _____ City/State _____
Contact Name _____ Title _____
Phone:(____) _____ Fax (____) _____ Email _____
Project Date _____ Project Value \$ _____ Status _____
Project description _____

4

Organization Name _____ City/State _____
Contact Name _____ Title _____
Phone:(____) _____ Fax (____) _____ Email _____
Project Date _____ Project Value \$ _____ Status _____
Project description _____

Organization Name _____ City/State _____
Contact Name _____ Title _____
Phone:(____) _____ Fax (____) _____ Email _____
Project Date _____ Project Value \$ _____ Status _____
Project description _____

Status refers to state of completion (i.e., complete or in progress)

APPENDIX D

SPECIFICATIONS FOR POTABLE WATER DIVING OPERATIONS

1. All diving operations are to be conducted by certified commercial divers who have graduated from an Association of Commercial Diving Educators (ACDE) approved commercial diving course or approved equal. Divers who have completed specialized military training shall also qualify (i.e., Navy 1st or 2nd Class Dive Courses or Master Dive School or approved equal). Certifications and/or equivalencies shall be submitted for approval prior to operation.
2. All diving operations shall be conducted with surface-supplied commercial grade diving equipment, including compressor (or compressed air bottle storage system), volume tank, air control system, filter system and pneumofathometer. The air source shall have been tested within the past 180 days for oil mist and other contaminants, in accordance with OSHA 29 CFR.
3. All diving operations shall be conducted utilizing totally encapsulated diving dress, including diver hardhat with sealed neck dam and vulcanized rubber dry suit in good repair. A band mask is specifically prohibited for any use except emergency procedures.
4. The diver hard hat shall be equipped with operating voice communication to the surface. The diver umbilical shall consist of diver air hose, pneumofathometer, diver communication cable, video cable and high intensity lighting power cable, at minimum.
5. The dive team shall consist of no less than a three-person team (Diver, Tender & Dive Supervisor), all of whom shall be certified commercial divers. All team members shall have a current CPR & First Aid Card, O₂ Administrator Card, and shall have had a complete diver physical within the previous 24 months.
6. Dive equipment and all other apparatus/equipment introduced into the reservoir shall be dedicated for potable water operations and shall be disinfected with no less than a 200ppm chlorine scrub/spray prior to entry into the reservoir or clearwell.
7. Dive contractor shall have available for examination, at the site, the following documentation:
 - Copy of Standards and Procedures Manual (including Emergency Response Plan)
 - Diver Logbooks
 - Current Air Testing Report.

8. Dive team shall be equipped with live color video with live voice recording between diver and surface team, to allow for real-time surface monitoring and recording of all diving activities and findings, as well as quality-control of the operation.
9. Dive team members shall be trained, certified and comply with the standards listed in Appendix E.

APPENDIX E

DISINFECTION AND DISCHARGE PROCEDURES PLAN

Discuss Disinfection techniques to be used:

Discuss Turbidity reduction techniques to be used for discharges:

APPENDIX F

REGULATORY COMPLIANCE

Diving and Confined Space Standards and Regulations

OSHA 1910.401: Federal OSHA Commercial Diving Standards
OSHA 1910.00, Subpart G & T: Federal OSHA Commercial Diving Operations
OSHA 1910.00: Federal OSHA Safety and Health Standards
OSHA 1910.146: Federal OSHA Permit Required Confined Space Regulations
CAL OSHA Title 8, Sections 6050-6063: California OSHA Commercial Diving Standards
CAL OSHA Title 8, Sections 5156-5158: California OSHA Confined Space Standards
NIOSH 87-113: A Guide to Safety in Confined Spaces
ANSI/ADC 01-1993: Commercial Diver Training Minimum Standards
ANSI Z117.1-2003: Safety Requirements for Confined Spaces
ADC (Association of Diving Contractors): Standards for Commercial Diving Operations

AWWA Standards (most current versions)

D100- : Welded Steel Tanks for Water Storage
D102- : Coating Steel Water Storage Tanks
D104- : Automatically Controlled, Impressed Current Cathodic Protection for the Interior of Steel Water Tanks
C652- : Disinfection of Water Storage Facilities
M42: Steel Water Storage Tanks

Operational and Inspection Standards and Regulations

ASTM D3359-92a: Testing of Coating Adhesion to Metallic Substrates
ASTM/NACE RPO178-91 (A, B, C): Corrosion Inspection Standards
ANSI/ AWS B1.11-88: Weld Inspection Standards
ANSI/SSPC VIS 2-82/ASTM-D60-85: Coating Evaluation & Inspection Standards
ACI 201.1R –92: Guide for Condition Surveys of Concrete in Service
ACI 311.1R: Manual of Concrete Inspection
ASNT-SNT-TC-1A 2001: Non-Destructive Structural Testing - Training and Certification
ANSI/NSF 60, 61: Potable Water Certifications
ANSI Z359.1: Fall Protection and Fall Prevention Requirements
NACE RPO388-2001: Impressed Current Cathodic Protection of Internal Submerged Surfaces of Carbon Steel Water Storage Tanks
NACE RPO196-1996: Galvanic Anode Cathodic Protection of Internal Submerged Surfaces of Carbon Steel Water Storage Tanks
NACE RPO193-2001: External Cathodic Protection of On-Grade Carbon Steel Water Storage Tank Bottoms

OSHA HAZWOPER: Federal OSHA Hazardous Waste Operations and Emergency Response Standard

USDOT Hazardous Materials Regulations: Title 49 CFR Parts 100-185

Applicable Provisions of Federal Clean Water Act (USC Title 33, Sections 1251 et seq.)

Applicable Provisions of California Water Law and Porter-Cologne Water Quality Control Act

APPENDIX H

CHECKLIST

The following is a list of documents to be included with the RFP submittal package. This checklist is provided to assist bidders in submitting a complete package.

Contractor's Proposal (Appendix B)_____

References (Appendix C)_____

Subcontractors List (Appendix G)_____

Acknowledgement of Addenda (if any) on Contractor's
Proposal Form (Appendix B)_____

ATTACHMENT 1

Appendix C
City of Pittsburgh, Department of Public Works
Policy DP- W3
Water Distribution System Reservoir Maintenance
Inspection, Cleaning and Disinfection

Water Reservoir Examination & Inspector's Report

I. Condition of Paint: Describe condition of the paint as found, stating: rough approximation of percent of rust area, special locations of such areas (if segregated), and character of rust areas (i.e. blotchy corrosion, loose paint)

II. Pitting: Determine and report the extent and depth of pitting, as well as dimensions and locations of areas selected, scaled and cleaned by the inspector. The extent of pitting should be described by location and general character (i.e. blotchy, deep, pinpoint, general corrosion). Depth gauges should be used to obtain specific data. If plates are badly pitted, inspector may recommend drilling holes to determine plate thickness.

III. Repair Recommendations: The inspector's report shall state specifically whether pitting has penetrated to a depth indicating the necessity for repairs, the extent of repairs necessary and recommended method of repair.

IV. In addition to the above, the inspector shall report in detail on these items:

A. Anchor Bolts: Are bolts tight? Are they rusted so as to reduce their strength materially? If so, caliper and record smallest section. Advise replacement if necessary.

B. Column Shoes: Are column shoes cleaned and painted? Has dirt accumulated? Are column shoes seriously rusted? If so, where and to what depth?

C. Tower: Are tower posts in line? Is there any indication of settlement in the foundations? Tower rods in good adjustment and well turned up? In good condition? If badly rusted, measure smallest part and report. Advise if replacement is necessary.

D. Cotter Pins: Examine each pin for presence of cotter pins. Report the location of any pins not so fitted. Where rod pins with nuts are used, advise if nuts are on with full thread and the end of the thread is well b

E. Riser Pipe: Riser pipe straight? Stay rods in good condition? Frost casing in good condition and properly supported?

F. Indications of Leakage: Are there any indications of leakage in the riser pipe? In the expansion joint? In the tank proper? If so, give location and type of repair indicated.

G. Ladder: Is the ladder safe?

H. Balcony: Is balcony safe? Balcony floor in good condition? State amount of rust accumulated.

I. Bolts: Any bolts or rivets missing in spliced connections of tower, struts and balcony?

J. Paint: Report on the condition of each of the following: the paint and metal of the tower; paint and metal on the outside of tank bottom, particularly underneath balcony; paint and metal outside of tank shell; paint and metal outside of the roof and under eaves of roof; paint and metal inside tank shell, based on areas carefully

examined by inspector (remove accumulated scale and rust from each sheet to examine condition of metal beneath and extent of rust and pitting); paint and metal on inside of roof; final connection; paint and metal on the inside of the bottom of tank; paint and metal inside riser pipe, particularly at the bottom of the riser pipe.

K. Rivets: Report, by selecting, scaling and examining suitable areas, the condition of rivets at lap joints and post connections.

L. Metal: Report, by selecting areas to be examined, the condition of the metal between the rivets at the laps and at post connections.

M. Tank Bottom: Has bottom of the tank deteriorated because it has been covered with mud or scale? If so, note conditions observed. Scaling and repainting satisfactory remedy? Are repairs indicated? If so, describe in detail.

N. Prior Painting: When was tank last painted? What material was used?

APPENDIX I

CONTRACT FOR SERVICES

**GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
NAME OF SERVICE PROVIDER**

THIS Agreement (“Agreement”) for general services is made by and between the City of Pittsburg (“City”) and _____, a California [corporation] [limited liability company] (“Service Provider”) (together referred to as the “Parties”) as of _____, 20____ (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Service Provider shall provide to City the services described in the Scope of Services attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on _____ or the date the Service Provider completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 Standard of Performance.** Service Provider shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Service Provider is engaged.
- 1.3 Assignment of Personnel.** Service Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Service Provider performs services in accordance with the Standard of Performance, Service Provider shall, immediately upon receiving City’s request, reassign such persons.
- 1.4 Time.** Service Provider shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Service Provider’s obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Service Provider a sum not to exceed _____ (\$ _____), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Service Provider, but is merely a limit of potential City expenditures under this Agreement.

Service Provider and City acknowledge and agree that compensation paid by City to Service Provider under this Agreement is based upon Service Provider's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Service Provider. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Service Provider and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Service Provider shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Service Provider and each employee, agent, and subcontractor of Service Provider performing services hereunder;
 - The Service Provider's signature.
- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.
- 2.3 Final Payment.** Service Provider shall submit its final invoice within 60 days of completing its services. Service Provider's failure to submit its final invoice within this 60 day period shall constitute Service Provider's waiver of any further billings to, or payments from, City.
- 2.4 Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section

2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Service Provider is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 Authorization to Perform Services. The Service Provider is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Service Provider shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Service Provider, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Service Provider's bid or proposal. Service Provider shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Service Provider shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Service Provider in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Service Provider is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Service Provider, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition)

covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Service Provider has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Service Provider, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Service Provider. Coverage can be provided in the form of an endorsement to the Service Provider’s insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Service Provider’s insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Service Provider’s insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.
- e. Service Provider agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Service Provider, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing

work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Service Provider's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Service Provider must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Service Provider shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Service Provider shall have a self-insured retention or deductible of no more than \$100,000.

4.4.4 Wasting Policies. No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Service Provider hereby agrees to waive subrogation which any insurer or contractor may require from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Service Provider, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Service Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Service Provider shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Service Provider maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Service Provider.

4.5 Remedies. In addition to any other remedies City may have if Service Provider fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Service Provider to stop work under this Agreement and withhold any payment that becomes due to Service Provider hereunder until Service Provider demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND SERVICE PROVIDER’S RESPONSIBILITIES.

5.1 General Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged

negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section 5.1 shall survive any expiration or termination of this Agreement.

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

Section 6. STATUS OF SERVICE PROVIDER.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Service Provider shall be an independent contractor and shall not be an employee of City.

- 6.2 **Service Provider Not an Agent.** Except as City may specify in writing, Service Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Service Provider shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Service Provider and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Service Provider shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 **Licenses and Permits.** Service Provider represents and warrants to City that Service Provider and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Service Provider and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.4 **Nondiscrimination and Equal Opportunity.** Service Provider shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Service Provider under this Agreement. Service Provider shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Service Provider thereby.
- 7.5 **Registration and Monitoring.** Service Provider shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a) or the exemption set forth in section 1771.1(n). Additionally, Service

Provider is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.6 Prevailing Wage Rates. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the services described in Exhibit A are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the services described in Exhibit A. In accordance with California Labor Code Section 1773.2, the City has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City's General Services Department and shall be made available on request. Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by any worker, governmental agency or other third party with regard thereto.

The Service Provider and any subcontractors engaged in performance of the services described in Exhibit A shall comply with Labor Code Section 1775, which establishes a penalty per day for each worker engaged in the performance of the services described in Exhibit A that the Service Provider or any subcontractor pays less than the specified prevailing wage.

In accordance with Labor Code Section 1776, the Service Provider and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, 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 in performance of the services described in Exhibit A. Such records shall be in kept, maintained and made available in accordance with the requirements of Labor Code Section 1776.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Service Provider. In the event of termination, Service Provider shall be

entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Service Provider delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Service Provider or prepared by or for Service Provider or the City in connection with this Agreement.

- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Service Provider recognize and agree that this Agreement contemplates personal performance by Service Provider and is based upon a determination of Service Provider's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Service Provider. Service Provider may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Service Provider shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.
- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Service Provider, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Service Provider.** If Service Provider materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.5.1** Immediately terminate the Agreement;
 - 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Service Provider pursuant to this Agreement;
 - 8.5.3** Retain a different service provider to complete the work described in Exhibit A not finished by Service Provider; or
 - 8.5.4** Charge Service Provider the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Service

Provider pursuant to Section 2 if Service Provider had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Service Provider's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Service Provider prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Service Provider hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Service Provider's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Service Provider agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Service Provider without prior written approval of City.

9.2 Service Provider's Books and Records. Service Provider shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Service Provider to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

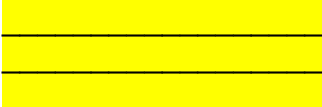

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this

Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Conflict of Interest.** Service Provider may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Service Provider in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Service Provider shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Solicitation.** Service Provider agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified

below, as reflected on the receipt of delivery or return receipt, as applicable.

Service Provider : 
ATTN: 

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

10.9 Professional Seal. Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility.”

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Service Provider and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Service Provider’s proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Service Provider’s Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG

SERVICE PROVIDER

Garrett Evans, City Manager

Name, Title

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A
SCOPE OF SERVICES

Insert Scope of Work, including all relevant information, e.g., required finished product(s), location, time for performance, and attach photos, drawings, specifications, or other documents as applicable.

EXHIBIT B
COMPENSATION SCHEDULE

Insert detailed Compensation Schedule for services.

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code 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 of this contract.

SERVICE PROVIDER

By: _____

Title: _____